

# Asset End User License Agreement

## 1.1

This Asset End User License Agreement (“EULA”) is a non-exclusive, legally binding end user license agreement between any individual or a single entity (“END-USER”) that acquires a license to an Asset contained in this package and the original author of it’s contents (“AUTHOR”)

## 1.2

By installing, copying, accessing, downloading or otherwise using the Assets, END-USER agrees to be bound the provisions of this EULA. All definitions of the Terms shall also apply in this EULA unless the context clearly provides for a different understanding.

## 1.3

The subject matter of this EULA is the licensing to END-USER of any Assets from Licensor via the Asset. The Assets are licensed, not sold.

# **2. END-USER's Rights and Obligations**

## **2.1**

END-USER may use the licensed Assets only for their intended purpose.

## **2.2**

**2.2.1 Non-Restricted Assets.** The following concerns only Assets that are not Restricted Assets: Licensor grants to the END-USER a non-exclusive, worldwide, and perpetual license to the Asset to integrate it only as incorporated and embedded components of electronic games and digital media and distribute such electronic game and digital media; reproduction and display in distributed physical advertising materials is permitted solely for marketing purposes in respect of such electronic games or digital media. END-USERS may modify Assets. END-USER may otherwise not reproduce, publicly display, publicly perform, transmit, distribute, sublicense, rent, lease or lend the Assets. It is emphasized that the END-USERS shall not be entitled to distribute or transfer in any way (including, without, limitation by way of sublicense) the Assets in any other way than as integrated components of electronic games and digital media or in supporting physical marketing

materials. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling).

## **2.3**

END-USER shall pay for the license to the Assets in accordance with the payment process provided at the point of sale. END USER shall provide customary billing and tax information such as name, billing address, credit card information and VAT number (for EU residents). END USER agrees to pay for all purchases hereby authorizes the collection of such amounts including applicable taxes by charging the credit card provided, either directly by point of sale or indirectly, via a third party online payment processor. VAT numbers cannot be added or changed after the purchase is completed. If you are directed to a third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Privacy Policy. Please review such third party's terms and conditions and privacy policy before using the services.

## **2.4**

Some components of Assets (whether developed by the author or third parties) may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

## 2.5

You agree that no modification or use of those Assets shall (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) promote violence or actions that are threatening to any other person; or (g) promote illegal or harmful activities or substances.

## 2.6

**2.6.1** All sales are final and there shall be no refunds except as expressly provided in this EULA or as required by law.

**2.6.2** On acceptance of END-USER orders for licenses to Assets, content will be immediately available for download. END-USERS expressly consent to the making available of that content immediately upon acceptance of orders. If END-USER is a resident of the European Union and purchases any license to any Asset, the right to withdraw from such purchase within 14 days of the date of purchase ("Cooling Off Period") may be available; however, this right of withdrawal will not apply where performance begins before the end of the Cooling Off Period. Therefore, END-USERS expressly agree and understand that if END-USER orders any license to any Asset, END-USER's right of withdrawal is forfeited upon acceptance as performance begins immediately on acceptance.

**2.6.3** You may request a refund from a Provider in the following circumstances:

(a) within 2 weeks of purchase of a license to an Asset where,

(i) the Asset was not as advertised (including any demo made available);

(ii) the Asset includes unauthorized intellectual property.

(b) the Asset is removed from the Asset within 4 weeks of purchase of a license to an Asset and,

(i) the Provider caused the removal; or

(ii) the Provider removed the Asset because

it is or is alleged to be defective, malicious, infringes intellectual property rights of another person, defames, violates a third party's right of publicity or privacy, or does not comply with applicable law.

## **2.7**

In this EULA, “Restricted Asset” means any Asset licensed hereunder that is designated (on prior written approval from the Provider) as a “Restricted Asset” in any materials accompanying the Asset.

# **3. Trademarks**

This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

# 4. Intellectual Property

## 4.1

The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## 4.2

All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and “applets” incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Assets, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

## 4.3

If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to

the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv) , consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4 (b) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

# **5. Representations, Warranties and Disclaimer**

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## **6. Limitation on Liability.**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.