



CONTENT LICENSE AGREEMENT

This Agreement governs the terms by which clients of Plasticboy Pictures obtain the right to use stock 3D model content provided by Plasticboy Model Store through the web site located at (the "Site").

1. Background of Agreement

(a) In this Agreement: (i) "you" or the "Client" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates; (ii) "Plasticboy Pictures" or "we" means Plasticboy Pictures, operator of the Site; and (iii) "Content" means any 3D Model, data, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.

(b) This Agreement is set up as a document where you will enter into a standard royalty-free content license (the "Standard License"). Your download of Content will be subject to these Standard License terms.

2. Standard License Terms

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Plasticboy Pictures.

3. Permitted Standard License Uses:

(a) You may only use the Content for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). For clarity, you may not use the Content in products for resale, license or other distribution. Modifying the content in any way does not constitute grounds for resale. For example, you cannot superficially modify the Content, for purposes of resale by adjusting 3D mesh data, or re-rendering, and sell it to others for consumption, reproduction or re-sale. These uses will not be permitted. Any use of the Content that is not a Permitted Use shall constitute infringement of copyright.

(b) Seat Restrictions. Only you are permitted to use the Content, although you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the Content and cannot access or extract it from any file you provide. You may install and use the Content in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer the Content and its archives from one location to another, in which case you may use the Content at the new location instead. If you require the Content to be in more than one location or accessible by more than one person, you must download the Content from the Site for each such use. You may make one (1) copy of the Content solely for back-up purposes.

(c) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Content:

1. advertising and promotional projects, including printed materials, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
3. educational and demonstration materials
4. on-line or electronic publications;
5. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and
6. any other uses approved in writing by Plasticboy Pictures.

If there is any doubt that a proposed use is a Permitted Use, you should contact Plasticboy Pictures for guidance.

4. Standard License Prohibitions

(a) Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following are "Prohibited Uses" and you may not:

1. use the Content in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
2. use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
3. incorporate the Content in any product that results in a re-distribution or re-use of the Content such as stock imagery, clip art whether over the internet (3rd party sites such as istockphoto,) privately owned websites or cd/dvd sets, or such as electronic greeting card web sites, web templates and the like, or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
4. use the Content in a fashion that is considered by Plasticboy Pictures (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
5. to the extent that source code, including 3D mesh data, is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;
6. remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
7. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
8. install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;
9. use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
10. use the Content for editorial purposes without including the following credit adjacent to the Content: "@plasticboy.co.uk"; or
11. either individually or in combination with others, reproduce the Content, or an element of the Content.

5. Term of Agreement

(a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Plasticboy Pictures if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to Plasticboy Pictures in writing that you have complied with these requirements.

(b) Plasticboy Pictures reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content for future products and to take all reasonable steps to discontinue use of the replaced Content in products that already exist.

6. Limited Representations and Warranties

(a) THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PLASTICBOY PICTURES DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT PLASTICBOY PICTURES) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS. REFUNDS WILL BE LIMITED TO THE VALUE OF PURCHASED CONTENT AND GIVEN ONLY IN THE EVENT THAT SAID CONTENT IS NOT DEEMED REASONABLY "USABLE" BY BOTH PARTIES OR IN THE EVENT THAT THE DOWNLOAD PROCESS HAS BEEN UNSUCCESSFUL.

(b) Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

7. Limitation of Warranties and Liability

(a) Plasticboy Pictures' entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Content, or out of your actions in downloading the Content, shall be as follows:

1. You may, upon request to Plasticboy Pictures, be permitted to download the Content again, at a location Plasticboy Pictures will provide for you;
2. If you continue to be unable to download the Content, Plasticboy Pictures will refund the fee actually paid by you for such Content, provided Plasticboy Pictures determines in its sole and absolute discretion that you have been unable to download such Content successfully.

(b) IN NO EVENT SHALL PLASTICBOY PICTURES OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

(c) IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF PLASTICBOY PICTURES UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO PLASTICBOY PICTURES UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE RELEVANT CONTENT.

8. Indemnification

You agree to indemnify, defend and hold Plasticboy Pictures, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Plasticboy Pictures Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Plasticboy Pictures Party as a result of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

9. General Provisions

- (a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.
- (b) Plasticboy Pictures' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- (c) This Agreement is personal to you and is not assignable by you without Plasticboy Pictures' prior written consent. Plasticboy Pictures may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- (d) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.
- (e) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.
- (f) The parties have requested that this Agreement and all related documents be drawn up in English.

10. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF PLASTICBOY PICTURES AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND PLASTICBOY PICTURES, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND PLASTICBOY PICTURES RELATING TO THE SUBJECT OF THIS AGREEMENT.

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