

# **UNITY PRO AND UNITY PERSONAL SOFTWARE LICENSE AGREEMENT VERSION 5.x**

Updated March 31, 2016

## **Summary of Important Use Restrictions**

### **Please Read the Entire Agreement and Definitions Below**

#### Scope of License

This Software License Agreement governs your use of the Software. Depending upon your requirements and circumstances, you will be permitted to use either Unity Professional Edition ("Unity Pro") or Unity Personal Edition ("Unity Personal," formerly known as Unity Free). This Software License Agreement governs use of both Unity Pro and Unity Personal.

#### Primary Differences Between Unity Pro and Unity Personal

Although Unity Personal has most of the features and functionality as Unity Pro, Unity Personal i) includes certain features that cannot be disabled when your application is launched, including a Unity branded startup screen and certain analytics data collection, ii) does not provide team collaboration functionality, and iii) users will be required to complete a user survey to activate the Software. Unity Pro users who are not eligible to use Unity Personal may not develop and publish Licensee Content for the iOS and Android platforms without purchasing the applicable Unity Pro Add-On Product license. Unity may monitor your compliance with and enforce these restrictions and requirements including but not limited to monitoring the number of downloads of your Licensee Content and any available revenue estimate data.

#### Which Version You Can Use - Unity Personal Revenue Restrictions

Except for a thirty (30) day trial period, Unity Personal (including the iOS and Android platform deployment options) may not be used by:

- 1) a Commercial Entity that has either A) reached annual gross revenues in excess of US\$100,000, or B) raised funds (including but not limited to crowdfunding) in excess of US\$100,000, in each case during the most recently completed fiscal year;
- 2) a Non-Commercial Entity (this means academic and governmental entities as defined below) with a total annual budget in excess of US\$100,000 (for the entire Non-Commercial Entity (not just a department)) for the most recently completed fiscal year; or
- 3) an individual (not acting on behalf of a Legal Entity) or a Sole Proprietor that has reached annual gross revenues in excess of US\$100,000 from its use of the Unity Software during the most recently completed fiscal year, which does not include any income earned by that individual which is unrelated to its use of the Unity Software

#### Trial Use of Unity Personal

Anyone may use Unity Personal solely for non-commercial, evaluation purposes for a one-time period of thirty (30) days. Users not eligible to use Unity Personal (including Users from any Non-Commercial Entity) must cease all use of Unity Personal thirty (30) days from the initial installation of Unity Personal.

#### You May Not Use Unity Personal with Unity Pro or any Unity Pro Add-On Products

You may not combine or integrate Licensee Content that you develop with Unity Personal simultaneously with any Licensee Content that you develop with Unity Pro or any Unity Pro Add-On Products. Licensee Content developed with the Unity Personal will be tagged with

an identifier that is used to enforce this restriction.

#### One User Per License

A specific license key is required for each individual using any version of the Software. Unity Pro users may install the Software on both a primary and a secondary computer for use only by the same user. You may not use both installations simultaneously. If you purchase a standard, single license key educational license, you must purchase a license for each computer on which the Software is to be used.

#### Unity Console Add-on Developer Requirements

Use of the Software with certain console platforms is subject to the Unity Console Add-on Developer Requirements as set forth on the Unity website. The license keys to enable certain Unity Console Add-ons may be distributed by the console manufacturer.

#### Streaming and Cloud Gaming Restrictions

You may not directly or indirectly distribute interactive Licensee Content by means of streaming or broadcasting where Licensee Content is primarily executed on a server and transmitted as a video stream or via low level graphics render commands over the open Internet to end user devices without a separate license from Unity. This restriction does not prevent end users from remotely accessing Licensee Content from an end user device that is running on another end user device.

#### Embedded Software Restriction

You may not directly or indirectly distribute Licensee Content installed on more than 1,000 electronic devices or systems if such Licensee Content provides the user interface or primary functionality of such electronic device or system without a separate license from Unity. This restriction does not prevent you from distributing Licensee Content pre-installed on personal computers and consumer electronic devices such as mobile phones, tablets, televisions or set top boxes as long as such Licensee Content does not provide the user interface or primary functionality of such device.

#### Gambling Restrictions

You may not distribute or publish any Licensee Content in connection with any Gambling Activities without a separate license from Unity

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## **UNITY SOFTWARE LICENSE AGREEMENT VERSION 5.x**

### **Acceptance and Legal Entity Representations**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERN USE OF THE SOFTWARE UNLESS YOU AND UNITY TECHNOLOGIES ApS ("UNITY") HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOFTWARE.

Unity is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By checking the box with links to this Agreement, clicking "accept" or by downloading, installing or using the Software, you are agreeing that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a Legal Entity, you represent and warrant that you have the authority to bind that Legal Entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that Legal Entity. If you do not accept all the terms of this Agreement, then Unity is unwilling to license the Software to you, and you must destroy all

copies of the Software in your possession or control.

If you are accepting the terms of this Agreement for use of Unity Personal (other than for a thirty (30) day trial period), you represent and warrant that:

(1) if you are accepting the terms on behalf of a Legal Entity which is a Commercial Entity, both (i) its annual gross revenues do not exceed US\$100,000, or B) raised funds (including but not limited to crowdfunding) do not exceed US\$100,000, in each case during the most recently completed fiscal year and in any equivalent currency;

(2) if you are accepting the terms on behalf of a Legal Entity which is Non-Commercial Entity, the total annual budget does not exceed US\$100,000 (for the entire Non-Commercial Entity (not just a department)) for the most recently completed fiscal year (including in any equivalent currency); and

(3) if you are an individual (not acting within a role in a Legal Entity) or if you are accepting the term on behalf of a Legal Entity as a Sole Proprietor, the annual gross revenues from your or its use of the Unity Software do not exceed of US\$100,000 during the most recently completed fiscal year (including in any equivalent currency), which does not include any income made which is not related to its use of the Unity Software.

During the term of this Agreement, you expressly acknowledge and agree that if you are a Unity Personal user and the above thresholds are exceeded, then you may no longer use Unity Personal, and you must either purchase Unity Pro or destroy all copies of Unity Personal in your possession or control and cease distribution of any Licensee Content created with the Software. Unity will monitor your compliance with and enforce these restrictions and requirements including but not limited to monitoring the number of downloads of your Licensee Content and any available revenue estimate data.

Unity Personal users will be required to complete a user survey in order to activate the Software.

If you are using Unity Pro, are not eligible to use Unity Personal and want to develop and publish content for the iOS and Android platforms, you must purchase the applicable Unity Pro Add-On Products to undertake the same.

## **1. Grant of License.**

(a) Use Rights. Conditioned upon your compliance with the terms and conditions of this Agreement and payment of all applicable fees, Unity grants you a non-exclusive, non-transferable license: (i) to install and execute the executable form of the Software, solely for internal use by a single person to develop Licensee Content during the applicable license term; and (ii) if you have licensed a version of the Software other than a trial or educational version, to distribute the runtime portion of the Software, on a royalty-free basis, solely as embedded or incorporated into Licensee Content and solely to third parties to whom you license or sell Licensee Content pursuant to an agreement that is no less protective of Unity and its licensors as this Agreement. You may not sublicense the rights granted under clause (a)(i), but you may sublicense the rights granted under (a)(ii) solely to third parties to whom you license or sell Licensee Content to act as distributors thereof pursuant to an agreement no less protective of Unity and its licensors as this Agreement.

(b) Copies of Unity Products. Unity Pro users may install the Software on both a primary computer and a secondary computer, solely for your convenience, but only for use by a single person. You may make a single copy of the Software solely for backup or archival

purposes. For the sake of clarity, you may only use one installation at any given time. We may in our sole discretion authorize you to install the Software on an additional computer or computers upon deactivation of the Software installed on existing computers.

(c) Educational Product Restrictions. If you are using an educational version of the Software, your license to use the Software and distribute the runtime portion of the Software in your Licensee Content is limited to educational, non-commercial purposes.

(d) Trial Use Restrictions. Anyone may use Unity Personal solely for non-commercial, evaluation purposes for a one time period of thirty (30) days. Users not eligible to use Unity Personal must cease all use of Unity Personal thirty days after the initial installation of Unity Personal. If you are using the Software on a trial basis, you may install the Software on a single computer only and you may not publish or distribute any Licensee Content.

(e) Unity Console Add-on Developer Requirements. Use of the Software with certain console platforms is subject to the Unity Console Add-on Developer Requirements as set forth on the Unity website. The license keys to enable certain Unity Console Add-ons may be distributed by the console manufacturer.

(f) Third Party Software. The Software incorporates or is bundled with Third Party Software governed by separate license terms, including open source licenses. Such Third Party Software licenses are identified in the LICENSE.TXT file bundled with the Software and incorporated into this Agreement by reference. You agree that you have reviewed and accepted those license terms and that your use of the Software will be deemed acceptance thereof.

## **2. Restrictions.**

(a) Unity Personal Restrictions. You acknowledge and agree that as an express condition to the license rights granted under Section 1, you are not permitted to combine or integrate in any manner any Licensee Content developed with Unity Personal with any Licensee Content developed simultaneously with Unity Pro. For the avoidance of doubt, (i) if you are a permitted user of Unity Personal, you may commence a project using only Unity Personal and subsequently upgrade all (but not less than all) of your licenses to Unity Pro and the applicable Unity Pro Add-On Products, and (ii) any user of the Software may use content licensed from third parties regardless of the version of the Software that was used to develop such third party content. You acknowledge and agree that Unity may tag Licensee Content created with Unity Personal with an identifier to prevent such a prohibited combination of Licensee Content.

(b) Embedded Software Restriction. You may not directly or indirectly distribute Licensee Content installed on more than 1,000 electronic devices or systems if such Licensee Content provides the user interface or primary functionality of such electronic device or system without a separate license from Unity. This restriction does not prevent you from distributing Licensee Content pre-installed on personal computers and consumer electronic devices such as mobile phones, tablets, televisions or set top boxes as long as such Licensee Content does not provide the user interface or primary functionality of such device.

(c) Streaming and Cloud Gaming Restrictions. You may not directly or indirectly distribute interactive Licensee Content by means of streaming or broadcasting such Licensee Content that is primarily executed on a server and transmitted over the Internet or other network to end user devices without a separate license from Unity. This restriction does not prevent end users from remotely accessing Licensee Content from an end user

device that is running on another end user device.

(d) **Gambling Restrictions.** You may not distribute or publish any Licensee Content in connection with any Gambling Activities without a separate license agreement from Unity.

(e) **General Restrictions.** Except as expressly specified in this Agreement, you may not: (i) copy (except in the course of loading or installing) or modify or create derivative works of the Software; (ii) distribute, transfer, sublicense, lease, lend, rent or otherwise provide access to the Software to any third party; (iii) directly or indirectly make the functionality of the Software available to multiple users or third parties through any means, including but not limited to by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other technology or service; (iv) use the Software for competitive analysis or to develop a competing product or service; or (v) do anything that could cause or result in the Software (including the runtime portion thereof) being subject to any open source license (or similar license) that requires as a condition of use, modification or distribution that the Software (including the runtime portion thereof) or other software combined or distributed with the Software be: (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, are confidential and constitute or contain trade secrets of Unity and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by this Agreement or by law notwithstanding this prohibition. Notwithstanding the restriction prohibiting decompiling in the immediately preceding sentence, you may decompile the Unity Common Language Infrastructure (CLI) assemblies solely to inspect their functionality for purposes of understanding or improving performance of your Licensee Content or any editor extension to the Software.

**3. Ownership.** The Software is licensed, not sold. Unity and/or its licensors retain ownership of the Software including all intellectual property rights therein. The Software is protected by copyright law and international treaties. Unity reserves all rights in the Software not expressly granted to you in this Agreement. You will not delete or in any manner alter any Unity or third-party copyright, trademark or other proprietary rights notices or markings appearing on or in the Software (including the runtime portion thereof).

**4. Fees and Taxes.** You agree to pay all amounts due for the Software as set forth in the applicable Unity online store cart, quote and/or invoice. All license purchases are subject to the purchases, billing information and other terms set forth in the Unity Terms of Use <http://unity3d.com/legal/terms-of-use>. If you purchase a subscription license, you also agree to the subscription terms set forth on the Unity online store <https://store.unity3d.com/products/subscription-terms>. Unity may offer other services in conjunction with Software and such services shall be subject to the applicable terms of service and fees. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or your receipt or use of the Software, except for taxes based on Unity's net income. In the event that Unity is required to collect any tax for which you are responsible, you will pay such tax directly to Unity. If you pay any withholding taxes that are required to be paid under applicable law, you will promptly furnish Unity with written documentation of all such tax payments, including receipts.

**5. Consent to Data Collection; Privacy Policy Obligations; Terms of Service for Unity Analytics, Unity Ads, and Unity Cloud Build; Verification.**

(a) You acknowledge and accept Unity's privacy policy located at <http://unity3d.com/company/legal/privacy-policy>. You agree that the Software (including the Unity runtime in your Licensee Content) may send data to Unity to (i) check for Software updates; (ii) provide aggregated usage statistics of your use of the Software and the use of your Licensee Content by end users; (iii) provide analytics and advertising services, and (iv) validate license keys in order to prevent unauthorized use. You acknowledge and agree that Unity may deliver messages and contact you about the Software and other Unity product and service offerings.

(b) You agree to distribute Licensee Content with a privacy policy explaining the data you collect through the Licensee Content and how you collect, use, share, and protect it; and to include a disclosure that Unity is your service provider and collects certain data from your Licensee Content, along with a link to Unity's privacy policy, which may be updated from time to time, at <http://unity3d.com/company/legal/privacy-policy>.

(c) If you access Unity Analytics services made available with the Software, you acknowledge and accept the Unity Analytics Terms of Service located at [https://analytics.cloud.unity3d.com/terms\\_of\\_service](https://analytics.cloud.unity3d.com/terms_of_service).

(d) If you decide to display advertisements via the Unity Ads service, you acknowledge and accept the Unity Ads Publisher Terms of Service located at <http://unityads.unity3d.com/help/Legal/TOS>.

(e) If you decide to use the Unity Cloud Build service, you acknowledge and accept the Unity Cloud Build Terms of Service located at <https://build.cloud.unity3d.com/terms/>.

(f) To ensure compliance with this Agreement, you agree that within thirty (30) days from the date of Unity or its authorized representative's request, you shall provide all pertinent records and information requested in order to verify that your installation and use of any and all Software is in compliance with this Agreement along with a signed verification that all such information is complete and correct. Furthermore, if you are a Legal Entity, Unity or its authorized representatives may upon reasonable prior notice access and inspect your facilities and computer systems to review and verify your compliance with this Agreement. Any such inspection shall be conducted during regular business hours at your facilities or electronically via remote access. In the event you have impermissibly used Unity Personal (or other products) or have not paid the applicable fees for all Software you have deployed or used, you agree to promptly pay for such Software and the reasonable inspection costs.

**6. Support.** You may access the online forums and the Unity Answers knowledge base on the Unity web site. You may also email [support@unity3d.com](mailto:support@unity3d.com) for assistance with license keys. Technical support may be offered by Unity at its sole discretion as described on the Unity website. You acknowledge and agree that Unity has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Software.

**7. Term.** If you are using the Software on a trial basis (including Unity Personal on a trial basis), the license granted under this Agreement will remain in effect for a period of 30 days, unless earlier terminated in accordance with this Agreement. For paid in full, perpetual licenses, the license granted under this Agreement will remain in effect unless earlier terminated in accordance with this Agreement. For subscription based licenses, the license granted under this Agreement is for the initial subscription period, and thereafter such license will automatically renew on a month to month basis unless you renew the subscription for a new subscription term or terminate and cancel the license as described on the Unity web site at the time of license purchase. Unity may cease offering perpetual licenses and/or updates and new versions for such perpetual licenses and may modify or terminate subscription or other Software license or service offerings at any time. The

license granted under this Agreement will automatically terminate, with or without notice from Unity, if you breach any term of this Agreement or fail to pay all fees due for the license. Upon termination, you must at Unity's option either promptly delete and destroy or return to Unity all copies of the Software in your possession or control. Unity may also disable the Software you have licensed upon expiration of a subscription term license or in the event you breach this Agreement.

**8. No Warranty.** THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. UNITY AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM UNITY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

**9. Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Unity and its affiliates against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal fees, arising out of or accruing from your Licensee Content or your violation of these Terms.

**10. Limitation of Liability.** UNITY AND ITS LICENSORS' TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE GREATER OF THE AMOUNTS PAID BY YOU FOR THE SOFTWARE OR ONE HUNDRED U.S. DOLLARS (US\$100). IN NO EVENT WILL UNITY OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR the cost of procuring substitute products ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UNITY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**11. U.S. Government Rights.** The Software and computer software documentation ("Documentation") are "commercial items" as that term is defined in the Federal Acquisition Regulation ("FAR") 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If acquired by or on behalf of a civilian agency, the U.S. Government acquires or will acquire the Software and/or Documentation and other technical data subject to the terms of this Agreement as required in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires or will acquire the Software and/or Documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data.

**12. Export Law.** You agree to comply fully with all export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product

thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

### **13. Choice of Law and Dispute Resolution.**

(a) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of Denmark, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

(b) Arbitration of Disputes. Except as set forth below in Section 13 (e), any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration.

(c) Arbitration Rules. The parties agree to arbitrate all disputes by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

(d) Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND UNITY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(e) Arbitration Exceptions. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may bring an action in court (1) to enforce its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights), including without limitation to seek injunctive relief, or (2) in cases that do not involve intellectual property rights, to seek temporary, preliminary or other expedited or provisional injunctive relief (but not money damages). If you reside (or your principal place of business is) within the United States and the parties have an intellectual property rights dispute, you and Unity agree to submit to the personal and exclusive jurisdiction of and venue the state and federal courts located in San Francisco County, California. If you reside (or your principal place of business is) outside of the United States and the parties have an intellectual property rights dispute, you and Unity agree to submit to the personal and exclusive jurisdiction of and venue the courts located in Copenhagen, Denmark. The parties agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

**14. General.** This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Unity have executed a separate agreement governing use of the Software. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Unity and will be deemed null. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Unity's prior written consent, and any attempt by you to do so, without such consent, will be void. Without limiting the generality



of the foregoing, if you are an employee of a Legal Entity, you may not assign or transfer this Agreement or any rights granted hereunder to your employer without Unity's prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

#### **14. Definitions.**

**"Commercial Entity"** means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, excluding any government, non-profit, educational or academic institution.

**"Gambling Activities"** means any gambling product or service offered in any market or application that is regulated by any local, state or national authority and requires a gambling license.

**"Legal Entity"** means any Commercial Entity, Non-Commercial Entity or Sole Proprietor.

**"Licensee Content"** means games, applications, software or other content that you develop with the Software.

**"Non-Commercial Entity"** means any government, non-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

**"Software"** means all 5.x versions and updates of all the Unity software products identified on Unity's website.

**"Sole Proprietor"** means any Commercial Entity that is owned or controlled by a single individual, with no other partners or employees.

**"Third Party Software"** means third party software furnished with or as part of the Software.

**"Unity Personal"** means Unity Personal Edition, the version of the Software that is available for free to Sole Proprietors, Commercial Entities with annual gross revenues (based on prior fiscal year) of less than US\$100,000, and Non-Commercial Entities with a total annual budget (based on prior fiscal year) for the legal entire entity (not department) of less than US\$100,000.

**"Unity Console Add-on Developer Requirements"** means the applicable registration

process and terms a developer must follow and accept to become a registered developer with the applicable console platform as set forth or linked on the Unity website.

**“Unity Pro”** means Unity Professional Edition, the premium version of the Software available to commercial entities not eligible to use Unity Personal.

**“Unity Pro Add-On Products”** means the versions of the add-on Software products identified on Unity’s website that are licensed for an additional license fee such as those for the iOS and Android platforms available to entities not eligible to use Unity Personal.