



# Reallusion Content End User License Agreement

(October 1<sup>th</sup>, 2015)

BY CREATING A MEMBER ACCOUNT OR PURCHASING CONTENT FROM REALLUSION YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH OR UNDERSTAND THESE TERMS AND CONDITIONS YOU SHOULD NOT USE THE REALLUSION MEMBER SERVICES OR PURCHASE CONTENT FROM REALLUSION.

## Definitions

- 1. Content or The Models** - refers to assets published at REALLUSION Content Store, Marketplace & republished partner content or user-generated certified content, including but not limited to 3D models, textures, materials, motions, audio, AML script, BVH, FBX, OBJ, iMotion, iMotionPlus and images.
- 2. Base Content** - Refers to any mesh, motion, material, and all other CONTENT originally created and published by REALLUSION or VENDOR.
- 3. Derivative Content** - Refers to CONTENT that is modified from original BASE CONTENT and republished by VENDOR. DERIVATIVE CONTENT must have significant modifications to the original base mesh and/or material in order to be published for sale in the Marketplace or Content Store.
- 4. Member** - refers to any person who creates a member account at REALLUSION and/or any person or business who purchases Content at REALLUSION.
- 5. Vendor** - refers to Reallusion or a Reallusion Member who publishes Content at REALLUSION.
- 6. Royalty Free** - refers to a one-time usage fee as distinguished from a recurring rights fee.
- 7. Membership Services** - refers to transfer and/or purchase of Content to and from REALLUSION via the REALLUSION Website.
- 8. For Sale** - refers to Content that requires a purchase of license rights, as distinguished from Content available for free download.
- 9. Valid Sale** - refers to a completed sale of license rights to Content via REALLUSION, as distinguished from a sale which is cancelled or incomplete for reasons including but not limited to refund at REALLUSION's discretion or credit card fraud.
- 10. Third Party Content Store** – refers to any online and/or offline content store platform, software, and/or service other than the REALLUSION Content Store or REALLUSION Marketplace operated by a third party which is not associated with REALLUSION.

## License Agreement between Member and Vendor

For any transfer of Content from a Vendor to a Member the following terms apply in addition to any terms specified in the text description of the Content:

Purchase of Content on the REALLUSION website constitutes a legal agreement between you and the Vendor. Your use of any 'Content' from the Reallusion Content Store constitutes your agreement to the following terms and limitations.

The Vendor grants to you a Royalty Free Non-Exclusive Limited Commercial License to use the 'The Models'. The Vendor retains all copyright, title and interest to 'The Models' and associated files.

1. You are authorized to use, copy, modify 'The Models' for any use which is not restricted by the Limitations outlined below.
2. Reallusion grants you a non-exclusive, worldwide, Royalty-Free license to display Content within your iClone and/or CrazyTalk and/or CrazyTalk Animator movies. You may generate, sell and redistribute your movies created with iClone and/or CrazyTalk and/or CrazyTalk Animator with full ownership and use-rights to the output media in Image or Video format within the output guidelines of this agreement.
3. You are authorized to use "Output" images or animations (renderings) generated using 'The Models' within iClone and/or CrazyTalk and/or CrazyTalk Animator (including royalty-free use for broadcast, commercial, industrial, educational, and personal.) Renderings must be of your original creation and are restricted from being sold or distributed as either a single image, part of clip-art library, or stock video or image collection.
4. If the content you have purchased includes the Export License, Reallusion grants you a non-exclusive, worldwide, Royalty-Free license to export Content via 3DXchange Pipeline version into .fbx, .bvh, .obj or other 3D file formats. You may then embed converted content in games and applications for personal, commercial or educational projects. Reallusion Content itself may not be repurposed, transferred, resold, regardless of format.
5. Single user license Content should be used in one computer and locked to the same purchase account, Reallusion also provides multiple seat content licenses for studio, school, and production house for group development.
6. Notice for developers or vendors using Reallusion, or 3rd-party content for mass distribution including game titles, apps, online services or kiosk for, but not limited to various platforms: PC, Mac, mobile and game consoles -- To get the free mass distribution rights for using Reallusion content, developers and vendors must first register their game or application information with Reallusion (please contact [marketing@reallusion.com](mailto:marketing@reallusion.com)), in order to receive the license agreement letter. Please provide evidence of using Reallusion content in your project or products (such as product or service page URL, or credit announcement) and confirm if the credit disclosure is included.

7. Reallusion encourages the modification and subsequent sale of modified CONTENT on the REALLUSION Content Store and Marketplace, provided that the Vendor obey the terms listed in this EULA and the Reallusion Certified Content Developer Agreement. Reallusion retains the right to determine, at its sole discretion, whether or not a Member or Vendor has violated the terms of this EULA and the Reallusion Certified Content Developer Agreement. If CONTENT published by the Vendor is determined to violate the terms of this EULA, Reallusion will contact the Vendor to request the removal of the content it deems to be in violation of the terms.
8. All CONTENT sold on the REALLUSION Content Store and Marketplace must follow the specifications set out in the REALLUSION Content Specifications Guides ([http://www.reallusion.com/contentstore/iclone/iClone\\_logo.asp](http://www.reallusion.com/contentstore/iclone/iClone_logo.asp)) & ([http://www.reallusion.com/ContentStore/CTA/Cta\\_logo.asp](http://www.reallusion.com/ContentStore/CTA/Cta_logo.asp)).
9. REALLUSION retains the right to remove any Vendor content that it determines to be in violation of the terms laid out in this EULA if there is no response from the Vendor within a period of 48 hours.
10. The Vendor may not use any of the resources provided in the REALLUSION Content Specification Guide if the CONTENT does not meet the specifications laid out in this EULA, as determined at the discretion of REALLUSION.

## Limitations

Content in its native 3D format may not be repurposed into another 3D format for purpose of resale.

1. You are not authorized to sell, resell, sell as, duplicate, share, distribute, sub-license, publish, market, or represent - for re-sale or as free objects, any REALLUSION CONTENT STORE Content or 'The Model', or any derivative thereof.
2. You are authorized to modify, sell modified versions, distribute modified versions, market, or represent - for re-sale or as free objects, any **default** content, except content designated as official contributing artist content, or any derivative thereof. Content may only be resold in the Marketplace and/or Content Store operated by REALLUSION.
3. DERIVATIVE CONTENT using a 3D mesh that is not significantly modified from the original BASE CONTENT must retain the original DRM protection of the BASE CONTENT. It must also be assigned as a derivative of the BASE CONTENT when publishing in the Marketplace.

4. Members and Vendors are not authorized to sell, duplicate, sub-license or publish any original, exported, re-purposed or derivative REALLUSION content in any third-party marketplace, regardless of file format. This includes Reallusion proprietary file formats, BVH, FBX, OBJ, and all other standard industry formats.
5. Any and all default CONTENT in the Character Creator is the property of and proprietary to REALLUSION, and cannot be published in any third-party marketplace. This includes original REALLUSION default CONTENT, CONTENT sold in REALLUSION content packs, as well as all derivative content created by Member(s) and Vendor(s). Any user-generated content derived from original REALLUSION content can only be sold in the REALLUSION Content Store and Marketplace.
6. For any published CONTENT that is determined, at REALLUSION's sole discretion, to be substantially similar to other existing CONTENT, REALLUSION will contact the Vendor to request the removal of the aforementioned content. If the content is not removed within 48 hours, the Vendor's account may be temporarily suspended.
7. Any violation of the terms and conditions defined by this EULA or the unauthorized sale, duplication, sub-licensing, or publishing of any REALLUSION CONTENT will result in the indefinite suspension of the Member or Vendor's REALLUSION account, and the possibility of legal action, depending on the extent of the violation.

## Warranty

REALLUSION has made efforts to ensure 'The Models' are free from defects and usable in iClone and/or CrazyTalk software applications; however, due to the instability and inconsistency of software, hardware and operating systems, it is not possible for Reallusion to provide any warranty or guarantee pertaining to the performance of 'The Models'.

If you are unclear whether your intended use of a REALLUSION 3D Models are acceptable under this License Agreement, please contact REALLUSION at [sales@reallusion.com](mailto:sales@reallusion.com) for clarification and/or written permission.

- 1. Ownership.** The Vendor retains, subject to this license agreement between Vendor and REALLUSION, copyright to Content purchased by any Member via REALLUSION.
- 2. Valid License.** License rights relating to Content for sale via REALLUSION, contingent upon the transfer of money from the Member to REALLUSION to the Vendor. All license rights are revoked immediately if a sale is reversed for any reason.
- 3. Royalty-Free Rights Granted.** The Vendor grants to REALLUSION and the Member who purchases license rights to Content via a Valid Sale, a non-exclusive, non-transferable, worldwide, royalty-free license to: publicly perform, publicly display, and digitally perform said Content.
- 4. Rights Not Granted.** All other rights included in copyright are excluded from this license.

**5. Resale.** The resale or redistribution by the Member of any Content obtained from REALLUSION, whether part of a valid sale or not, is expressly prohibited.

**6. Returned Content.** In the event a Member returns Content at REALLUSION's discretion, all license rights granted herein terminate and the Member must immediately destroy all copies contained on any type of media under the control or possession of the Member.

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#### **APPLICABLE LAW**

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The laws of the state of California govern this EULA, except that federal and international law governs copyrights, patents, and registered trademarks. Should any court having appropriate jurisdiction find any provision of this EULA invalid, that particular provision will be deemed null and void and will not affect the validity of any other provision of this EULA.

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#### **CONTACT INFORMATION**

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If you have questions concerning this EULA or need to contact Customer Service, please contact company at this address:

Reallusion, Inc.  
2033 Gateway Place, Fifth Floor  
San Jose, CA 95110

Customer Service (returns, warranty): <http://www.Reallusion.com/support>  
Legal (EULA questions, illegal activity reporting): [marketing@Reallusion.com](mailto:marketing@Reallusion.com)  
Business Development: [sales@Reallusion.com](mailto:sales@Reallusion.com)

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