



Reallusion Content End User License Agreement

(Aug 13th, 2020)

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, images, image sprites, and any files in Reallusion proprietary formats.
- 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 Online Marketplace** - refers to any **marketplace** 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.

11. Editorial Use Only – refers to the intellectual property depicted in this model, including certain brand names or trademarks, not affiliated with or endorsed by the original rights holders.

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. Reallusion grants you a non-exclusive, worldwide, Royalty-Free license to display Content within your iClone and/or CrazyTalk and/or CrazyTalk Animator (Cartoon Animator) movies. You may generate, sell and redistribute your movies created with iClone and/or CrazyTalk and/or CrazyTalk Animator (Cartoon Animator) with full ownership and use-rights to the output media in Image or Video format within the output guidelines of this agreement.
2. You are authorized to use "Output" images or animation renders generated using characters and models within iClone and/or CrazyTalk and/or CrazyTalk Animator (Cartoon Animator) for broadcast, commercial, industrial, educational, and personal projects; However, you are restricted from selling or distributing the aforementioned "Output" images and animations renders as part of clip-art library, stock video or image collection.
(You cannot output / render the original content to use as part of clip-art library, stock video or image collection, to sell and distribute in any marketplace.)
3. You are authorized to use the "Output" images for the 2D print on physical products, such as packaging materials (e.g. boxes, stickers and so on), books, caps, t-shirts, etc. The 2D-printed physical products are permitted for commercial purposes; however, reproduction of more than 500,000 units is prohibited.
4. You are authorized the use of three-dimensional physical representations (3D-print, 3D models, and the like) of Content. Any three-dimensional art derived from the Content is permitted only for personal and non-commercial use. The amount of reproductions is limited to 10. Additionally, you may not grant other entities or individuals the rights to produce such physical representations of the Content except for the sole purpose of providing the print for personal use.
5. 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. This also applies to 3D content rendered in 2D form and vice versa.

6. Single-user licensed content should be used under one computer and locked to the same purchase account. For multiple seat AP users, Reallusion provides Workgroup Accounts for studios, corporations, and production houses to consolidate stored assets under a cloud-synced central location to efficiently share, download, view, search, and organize mutual assets via the Smart Gallery.
7. 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), in order to receive the license agreement letter. Please provide information on your project idea. Any additional materials like project prototype, webpage and videos are also welcome.
8. 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.
9. All CONTENT sold on the REALLUSION Content Store and Marketplace must follow the specifications set out in the REALLUSION Content Specifications Guides.
iClone: <https://www.reallusion.com/ContentStore/iclone/IC-logo.html>
Character Creator: <https://www.reallusion.com/ContentStore/CC/CC-logo.html>
CrazyTalk Animator (Cartoon Animator): <https://www.reallusion.com/ContentStore/CTA/CTA-logo.html>
CrazyTalk: <https://www.reallusion.com/ContentStore/CT/CT-logo.html>
10. 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.
11. 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

1. Member's creation does not violate any law, statute, ordinance or regulation.
2. Member's creation does not infringe, misappropriate or violate any rights of any third party, including, but not limited to, any trademark, copyright, patent, trade secret, right of privacy or publicity.
3. 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.

4. You are authorized to modify, sell modified versions, distribute modified versions, market, or re-present - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. If the content you have purchased includes a Royalty Free License- Editorial Use Only, you may only be used in an editorial manner, these Editorial restrictions in the following ways:
 - Content may not be used on any item/product for re-sale.
 - Content may not be used as part of billboard, trade show or exhibit display.
 - Content may not be incorporated into a logo, trademark or service mark.
 - Content may not be used for any commercial purpose.

However, in certain very limited instances, the content may be used for commercial purpose, if you are the original owner of the intellectual property of this Content, or you have obtained a legally authorized commercial license from the intellectual property owner.

11. Texture sources included within REALLUSION Content and REALLUSION softwares are only allowed to be used inside REALLUSION softwares. This includes REALLUSION Software embedded CONTENT, and CONTENT sold in the REALLUSION Stores and Marketplaces.

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 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.

End User License FAQ

The information is provided here for convenience to Reallusion End Users. If you have any questions, please contact Customer Service or refer to the Reallusion Content End User License document itself, which is the actual and definitive agreement on these matters.

1. Can I sell rendered images and animation videos?

You are authorized to sell render images and animation videos for commercial purpose as long as the purchased Content is part of a larger work that substantially changes the creation. However, you are not permitted to sell the creations in the stock websites such as Shutterstock or Envato, or in a dynamic media library.

2. Can I use Reallusion or Vendors' Content in my app, game, or any online services?

You are authorized to use Reallusion and Vendors' Content in your projects. You are required to apply for free mass distribution rights by contacting marketing@reallusion.com. Reallusion will then grant you the free authorization certificate. Reallusion owns the right to refer to or access your public available media and feature it in our promotional materials.

As a courtesy, we kindly request you to give credit to Reallusion and Vendors in your game or public service page as the source of Content.

If the project formats are videos and images, there is no need to register with Reallusion.

3. Am I allowed to use the output images and print on physical products?

You are authorized to use the "Output" images for the 2D print on physical products, such as packaging materials (e.g. boxes, stickers and so on), books, caps, t-shirts, etc. The 2D-printed physical products is permitted for commercial purpose, but not allowed to be reproduced more than 500,000 times in total.

4. Can I use The Models to make an adult themed game?

As long as the member's creation is not defamatory, libelous, threatening, harmful to minors, and does not violate child pornography or child sexual exploitation law.

APPLICABLE LAW

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.

CONTACT INFORMATION

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
Business Development: sales@Reallusion.com

COPYRIGHT

The Program and the Documentation are ©2000-2020