

LICENSE AGREEMENT

Renderpeople 3D Models | Posed People Pro Free Pack

This License Agreement (hereinafter referred to as **"Agreement"**) is established between the party registering for the use of the promoted Assets (defined below), along with its Affiliates (hereinafter collectively **"Licensee"**), and Renderpeople GmbH (hereinafter referred to as **"Renderpeople"**).

For the purpose of this Agreement, **"Affiliate(s)"** means any person which, directly or indirectly, is in control of, is controlled by, or is under common control with, another person. For the purposes of this definition, "control" of a person means the power, directly or indirectly, either to (i) vote fifty percent (50%) or more of the shares having ordinary voting power for the election of directions of such person, or (ii) direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

1 Scope

This Agreement sets forth the terms under which Licensee may use the Assets (defined below) and any modified or rendered versions thereof, including any data deriving from them. The Assets can be used for a) computer vision research and the development of products and technology, which includes creating datasets, developing and training neural networks and machine learning models, as well as building real-time simulations, demonstrations, and educational content; and b) conducting research and development activities using the Assets, which may also involve creating promotional content, press releases, and publishing research papers that emerge from these activities. All of these activities are collectively referred to as the **"Purpose"** in this Agreement.

2 Assets

"Asset(s)" means any and all creative assets, including illustrations, 3D models, scans, icons, images, templates, photographic, layered, audio-visual, mixed or multi-media works, as well as any sets, libraries, compilations, collections or derivative works of any of the foregoing, and any other forms of content, information, captions, data or copyrighted materials licensed to Licensee pursuant to this Agreement. This Agreement specifically covers the licensing of the 50 (fifty) following 3D models (identified by their product ID), along with any associated information and data related to them, as provided in the download package. The Licensee acknowledges that no claims can be made for any information or data not included in the package, and that any additional products or materials are not part of this Agreement unless explicitly stated.

00005_04	00009_04	00010_03	00026_05	00047_03	00055_03	00061_02	00069_07	00070_12	00091_11
00005_07	00009_09	00010_09	00026_17	00047_10	00055_15	00061_07	00069_11	00070_19	00091_16
00005_19	00009_15	00010_17	00026_25	00047_27	00055_21	00061_17	00069_14	00070_23	00091_18
00005_30	00009_19	00010_32	00026_33	00047_33	00055_32	00061_26	00069_19	00070_27	00091_26
00005_36	00009_45	00010_38	00026_41	00047_41	00055_41	00061_35	00069_27	00070_29	00091_29

3 License

Renderpeople grants to Licensee a worldwide, perpetual, non-exclusive license (a) to use, reproduce, modify, enhance, and create derivative works of the Assets in any form or media now existing or later developed in connection with the Purpose; (b) to distribute, publicly perform, license, and sub-license two-dimensional (2D) rendered images and videos using the Assets in connection with the Purpose; (c) to create, use, reproduce, modify, enhance, and distribute neural networks, machine learning models, algorithms and other data derived from the use of the Assets as part of the Licensee's products and services; and (d) to distribute, publicly perform, license and sub-license generated synthetic data (such as labelled rendered images) or derivatives (such as body models) only for the sole purpose of performing non-commercial scientific research, non-commercial education, or non-commercial artistic projects, for which the consent of the end consumer must be obtained in all cases. All rights not expressly granted are hereby reserved by Renderpeople.

4 Restrictions

For the avoidance of doubt, Licensee will not: (a) on a standalone basis distribute, sell, license or sub-license, let, trade or expose for sale (i) the Assets either in their original form, in parts, or modified; and (ii) any human 3D models created with the Assets which directly compete with the offering for human 3D models of Renderpeople, especially on its online shops (www.renderpeople.com; www.humandataset.com); and (b) disclose, make readily accessible, make easily available or directly circulate the Assets to third parties, especially in such a way that the Assets can be easily downloaded, extracted, distributed or accessed by third parties as single files.

5 Disclosure

The Assets shall not be used for any purpose other than the Purpose. Licensee shall not copy or reproduce any part of the Assets except as may be reasonably necessary for the Purpose. All obligations under this section shall also apply in case Licensee distributes, publicly performs, licenses, or sub-licenses two-dimensional (2D) rendered images and videos using the Assets pursuant to this Agreement.

6 Payment and Delivery

No payment will be required for the assets listed in Exhibit A. The delivery will be conducted by email, containing an electronic link to download the Assets.

7 Term and Termination

The term of this Agreement will commence on the date of the reception of the Assets and will continue unless terminated earlier in accordance with this Section 7 ("**Term**"). The Licensee shall enter into this Agreement through a duly authorised person. Either party may terminate this Agreement with immediate effect by giving notice in writing to the other if the other party has materially breached this Agreement and the breach has not been remedied by the defaulting party within 30 days of being requested to do so in writing.

8 Representations and Warranties

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) it has full right, power and authority to enter into and perform its obligations under this Agreement; and (b) entering into this Agreement will not cause it to breach any contractual obligations to a third party.

8.2 Renderpeople's Representations and Warranties. Renderpeople represents and warrants that to its knowledge: (a) it has sufficient rights to grant the licenses and rights contained in this Agreement; and (b) no Assets contain any image, content or other materials belonging to a third party, except for Assets where Renderpeople has the permission and any consents required by applicable laws or regulations (including model, property, or location releases, if applicable) from that third party allowing Renderpeople to license the Assets to Licensee as contemplated under this Agreement. Renderpeople further represents and warrants that to its knowledge the Assets do not contain any material that: (i) violates or infringes any privacy or publicity rights, trademark or other proprietary rights, or copyright of any person, company or entity; or (ii) is obscene, defamatory, or otherwise unlawful.

8.3 Licensee's Representations and Warranties. Licensee represents and warrants not to use Assets (a) in a manner that violates applicable law; and (b) in a pornographic or defamatory manner.

8.4 Breach of Representations and Warranties. Renderpeople is liable in case of any breach of any of its representations or warranties under this section 8 of the Agreement. Further claims arising from a material or legal defect of the Assets or the rights granted or transferred under the Agreement shall be excluded.

9 Indemnification

Renderpeople will indemnify and hold Licensee and its affiliates and their respective officers, directors and employees harmless from any third-party claims and liabilities, losses, damages, penalties, costs and expenses (including but not limited to attorneys' fees) arising out of or relating to any breach by Renderpeople of Renderpeople representations or warranties under section 8 of the Agreement.

10 Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR RENDERPEOPLE'S INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, ASSIGNS, SUCCESSORS, LICENSORS OR LICENSEES, OR EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, OR SHAREHOLDERS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE, OR PECUNIARY LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE BASIS OF THE CLAIM, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR RENDERPEOPLE'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ANY OTHER DAMAGES UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY LICENSEE FOR THE ASSETS UNDER THIS AGREEMENT.

11 General

11.1 Notices. Any notices required or permitted under this Agreement must be sent to the receiving party's legal department or another authorized department. The address for notices being sent to Renderpeople's legal department is info@renderpeople.com. All other notices must be in English, in writing and addressed to the other party's primary contact specified by such party in writing. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.2 Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

11.3 Governing Law; Venue. This Agreement will be governed by the laws of Germany, excluding its conflict of laws rules, and any disputes arising from this Agreement will be settled by the competent state or federal courts located in Cologne. The parties consent to personal jurisdiction in those courts.