

# DAZ EULA

By using the software you signify that you have read and agree to all the terms of the license agreement.

AGREEMENT. THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, HEREINAFTER ALSO REFERRED TO AS "USER", AND DAZ Productions, INC., HEREINAFTER ALSO REFERRED TO AS "DAZ 3D". BY INSTALLING THIS PROGRAM OR USING THESE 3-D APPLICATION(S), MOTIONS, TEXTURE MAP(S), BUMP MAP(S) OR ANY OTHER 3D RELATED PRODUCTS, HERINAFTER REFERRED AS 3-D APPLICATION(S), (OR AUTHORIZING ANY OTHER PERSON TO DO SO), YOU INDICATE YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. THIS LICENSE AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU AND DAZ 3D. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, YOU MAY DESTROY THE INSTALLED PROGRAM PACKAGE (WITH ALL ACCOMPANYING MATERIALS). YOU MUST DELETE THEM FROM YOUR COMPUTER AND FROM ANY BACKUP DEVICES THAT YOU MAY HAVE USED.

1. 3-D PROGRAM LICENSE. DAZ 3D grants to User and User hereby accepts, subject to the limitations and obligations of this Agreement, a personal non exclusive, nontransferable License to use the 3-D Application(s), together with all accompanying written materials (collectively referred to as "3-D Application(s)").

2. TITLE AND OWNERSHIP. Notice is hereby given that the 3-D Application(s) contains copyrighted and/or proprietary information protected by the laws of the United States. DAZ 3D retains all rights in, title to, and ownership of the 3-D Application(s). User shall take all steps reasonably necessary to protect DAZ 3D's ownership rights.

3. LICENSE FEES. DAZ 3D agrees to provide the 3-D Application at no charge.

4. COPYING RESTRICTIONS. The 3-D Application(s) may be copied in whole or in part for User's exclusive use. Unauthorized copying of the 3-D Application(s) is expressly forbidden. User expressly agrees to include DAZ 3D's (and third parties, if any) copyright notice(s) and proprietary interest(s) on all copies of the 3-D Application(s), in whole or in part, in any form, including data form, made by User in accordance with this Agreement.

The 3-D Application(s) is provided for User's exclusive use. User does not have the right to provide the 3-D Application(s) to others in any form or on any media.

5. TELLWARE. This application is considered tellware. The user is required to tell two other people where to download this application ([www.daz3d.com](http://www.daz3d.com)) in order to install and or use it. Note: During the alpha phase of testing, users will not be required to follow this program due to the test base being a closed group.

During the alpha stage of testing, DAZ Studio will only be distributed to Platinum Club members.

6. OTHER RESTRICTIONS. This Agreement is your proof of License to exercise the rights granted herein and must be retained by you. User shall not give, sell, rent, lease, sublicense, or otherwise transfer or dispose of the 3-D Application(s) on a temporary or permanent basis without the prior written consent of DAZ 3D. DAZ 3D's 3-D Application(s) and/or contracts are non-transferable and shall only be used by the Licensed User. User may not reverse engineer, decompile, disassemble, or create derivative works from the 3-D Application(s). These restrictions do not pertain to rendered images or pre-rendered animations.

7. PROTECTION AND SECURITY. User agrees not to disclose, publish, release, transfer, or otherwise make available the 3-D Application(s), or any portion thereof, in any form, to any person, without prior written consent from DAZ 3D. User agrees that the 3-D Application(s) is the property of and proprietary to DAZ 3D, and further agrees to protect the 3-D Application(s) and all parts thereof from unauthorized disclosure and use by its agents, employees, or customers. User shall be exclusively responsible for the selection, supervision, management, control, and use of the 3-D Application(s). User agrees to utilize its best efforts to see that its employees or any other user of the 3-D Application(s) complies with the terms and conditions of this Agreement and refrains from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the 3-D Applications.

8. EXPORT RESTRICTIONS. The 3-D Application(s) may be subject to the export controls of the United States Departments of State and Commerce and User agrees to fully comply with all applicable United States export regulations governing export, destination, ultimate end user, and other restrictions relating to the 3-D Applications.

9. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. If you are acquiring the 3D Application(s) on behalf of any unit or agency of the United States Government, the following provision applies--It is acknowledged that the 3-D Application(s) and the documentation were developed at private expense and that no part is in the public domain and that the 3-D Application(s) and documentation are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or Subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is DAZ Productions, INC., 12637 South 265 West #300, Draper, UT 84020.

10. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY. User agrees to indemnify and hold harmless DAZ 3D against all liability resulting from or related to any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon the use by User of the 3-D Application(s), or any portion thereof, in whatever form, or the exercise by User of any rights granted under this Agreement.

11. LIMITED WARRANTY. DAZ 3D warrants that the 3-D Application(s) will perform substantially in accordance with the accompanying written materials for a period of seven (7) days from the date of receipt.

12. NO OTHER WARRANTIES. DAZ 3D DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE, WITH RESPECT TO THE 3-D Application(S), AND THE ACCOMPANYING WRITTEN MATERIALS. IN NO EVENT SHALL DAZ 3D OR ITS DEALERS, DISTRIBUTORS, OFFICERS, AGENTS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE GROUNDS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE 3-D Application(S), EVEN IF DAZ 3D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. NO LIABILITY FOR HARDWARE. User assumes complete responsibility for all hardware used in conjunction with the 3-D Application(s). DAZ 3D shall not be responsible in any way for the non performance or malfunction of any hardware used in conjunction with the 3-D Application(s), nor for any damages whatsoever arising out of the use of any hardware.

14. INDEMNIFICATION. User shall defend, indemnify, and hold DAZ 3D harmless from any actions, claims, or proceedings with respect to the 3-D Application(s) or other provisions of this Agreement.

15. REMEDIES. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to DAZ 3D shall impair or effect DAZ 3D's right to exercise the same. An extension of indulgence or forbearance (which

must be in writing) shall not otherwise alter or effect DAZ 3D's rights or obligations nor be deemed to be a waiver thereof. The parties hereto agree that breach of any provisions of non-disclosure, secrecy, confidentiality, copying, use, protection, and security in this Agreement by User will cause immediate and irreparable damage and injury to DAZ 3D. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threatened breach of any such provisions. The parties agree that in such event DAZ 3D shall be entitled by right to an Injunction restraining the User from violating any of said provisions. User hereby acknowledges that DAZ 3D has disclosed or will disclose to User valuable proprietary data set products, which are new and unique and give DAZ 3D a competitive advantage in the marketplace; that DAZ 3D intends to use such information to expand its business throughout the world; and that a violation of any of the provisions of this Agreement is material and important and DAZ 3D shall, in addition to all other rights and remedies available hereunder, at law or otherwise, be entitled to a Temporary Restraining Order and an Injunction to be issued by any court of competent jurisdiction enjoining and restraining User from committing any violation of said provisions, and User shall consent to the issuance of such Injunction.

User acknowledges that the remedies provided for in this Agreement are not injurious to nor violative of any public interest or policy, and will not create a hardship greater than is necessary to protect the interest of DAZ 3D.

#### 16. GENERAL PROVISIONS.

a. Costs and Expenses of Enforcement. In the event of the failure of either party hereto to comply with any provisions of this Agreement, the defaulting party shall pay any and all costs and expenses, including reasonable attorneys' fees arising out of or resulting from such default (including any incurred in connection with any appeal), incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

b. Governing Law, Jurisdiction, and Venue.

This Agreement is governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts within Utah County, State of Utah.

c. Further Information. Should you have any questions concerning any of the provisions of this Agreement, or if you desire to contact DAZ 3D, please write: DAZ Productions, INC., 12637 South 265 West #300, Draper, UT 84020. If you need technical support for a DAZ 3D product, please call (801) 495-1777. Our technical support hours are 9:00 a.m. to 5:00 p.m. M.S.T.

d. Trademark and Copyright. All DAZ 3D products are trademarks or registered trademarks of DAZ Productions, INC. All other brand and product names are trademark or registered trademark of their respective holders.

DAZ Productions, INC., 1995.

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