

LICENCE AGREEMENT FOR EVERMOTION PRODUCTS ENTREPRENEUR AND CONSUMER LICENCE

§1 Glossary of terms

- 1. Evermotion/Licensor** - Evermotion civil partnership with its registered office in Białystok Przedzalniana St. 8, 15-688 Białystok (Poland) NIP 542-29-10-299, which pursuant to this Agreement grants to the Licensee the right to use the Evermotion Products.
- 2. Licensee** – every entity being Entrepreneur or consumer purchasing a license for Evermotion Products under this Agreement.
- 3. Entrepreneur** - is a physical person, legal person and an organizational entity without legal personality, which separate law recognizes with the legal capacity - performing in his own name business activity, in accordance with the provisions of the Act of 2 July 2004 of freedom of economic activity and the so-called freelancer,
- 4. Consumer** - an individual, entering into this Agreement in order not directly related to his professional or economic activities.
- 5. Licence for Evermotion Products** - license, under which, Licensee acquires the right to use Evermotion Products for personal and commercial purposes, excluding the possibility of their further resell, giving, whether for remuneration or not sublicense share, or distribute.
- 6. Evermotion Products** - digital files, which include:
 - a) Collections of 2D files – digital files in 2D format,
 - b) Collections of 3D files – digital files in 3D format,
 - c) Archmodels - collection of files which consists of editable 3D models designated for use in scenes, for example, trees, furniture, toys, household appliances,
 - d) Archinteriors – editable scenes of the interior built of blocks of 3D models, for example, the interior of the shops, lofts, apartments, factory floors, kitchen layouts,
 - e) Archexteriors – editable scenes of the open space built of blocks of 3D models, for example, park, street, buildings,
 - f) HD models – collection of files of 3D models of high resolution, the so-called “high definition”, with bigger density of HD grid,
 - g) 3DPeople – collection of 3D models in the form of people used in the scenes,
 - h) textures - files in the form of pictures which are used for editing and giving the external appearance to 3D model,
 - i) HDRI – files recorded in 2D format, in a form of pictures,
 - j) landscapes - collection of photos which is used for the creation of the background in the graphic projects,
 - k) Archshaders - files of defined texture, imitating the given plastic material, allowing to give the external appearance to 3D block,
 - l) tutorials – computer presentation appearing in the form of video file, or in the form of text enriched with pictures and films, illustrating 2D and 3D files, enabling the “step by step” approach to learning to perform a given activity,
 - m) renders – non-editable files from the scenes with the models, appearing in the form of pictures,

- n) videos – video files, presenting files of both 2D and 3D models.
7. **Free samples** – are used for familiarisation with Evermotion Products, verifying their quality and their functioning in the software of the Potential Licensee for the period indicated after the installation of a given Evermotion Product on the computer,
 8. **Agreement** – licence agreement for Evermotion Products regulating the rights and obligations of the Licensee and Evermotion in the field of purchase, use and operating the Evermotion Products, accepted by the Licensee. Agreement constitutes the basis for granting the license for Evermotion Products not sell of the Evermotion Products. Subject to the terms of this Agreement, Licensee obtain personal, revocable, non-exclusive, non-transferable license for Evermotion Products.
 9. **Evermotion Store** – separate space of Evermotion Portal from which the Licensee may purchase the licence of the Evermotion Products,
 10. **Registered User** - Licensee which has an Account on Evermotion Portal,
 11. **Unregistered User** – Licensee which does not have an Account on Evermotion Portal,
 12. **Basket** – Evermotion Products chosen by the potential Licensee, for which the Licensee considers acquiring a license after clicking the relevant key added to the Basket. The Potential Licensee has the possibility of converting the data from the Basket into the content of the order. The User prior to the sales transaction has the possibility of removing the Evermotion Products from the Basket at any time.

§2 Subject of the Agreement

1. This Agreement does not convey to Licensee any intellectual property rights or copyrights.
2. The Agreement is concluded by an order made on the website of the Evermotion Store. Conclusion of the agreement and its provisions are confirmed by the Client immediately.
3. The subject of this Agreement is granting to the Licensee the right to use the Evermotion Products for commercial and private purposes, in the area of the whole world excluding their further resell, giving, sharing weather for remuneration or not, sublicense, distribute or multiply.
4. This Agreement constitutes the basis for granting the licence for the Evermotion Products and not for the sale of the Evermotion Product as such.
5. The Licensee obtains personal, revocable, non-exclusive, non-transferable Licence for selected Evermotion Products, save for the terms and conditions of this Agreement.
6. The subject of this Agreement does not cover the so-called free samples available from Evermotion Portal.
7. The Licence is granted for the indefinite period of time.
8. These license terms entitle Licensee to use the Evermotion Products for the following fields of exploitation:
 - a) enter data into the computer and reproduce the Evermotion Products,

- b) adaptation of the Evermotion products to hardware and system configuration used by the Licensee,
- c) Process, edit and use the Evermotion Products in their studies and works, in particular
 - creation of static and moving images (renders)
 - creation of computer games and software
 - 3D printing.
- 9. This Agreement becomes effective after the acceptance of its terms by the Licensee and remains in effect by the time it is terminated upon the terms and conditions set out in the Agreement.
- 10. The rights under this Licence are vested exclusively to the Licensee. The Licensee shall not sublease or transfer the rights under this Licence to any other entity whether for remuneration or not.
- 11. Pursuant to the Agreement in relations between the Licensee and Evermotion all the rights to the Evermotion Products are and shall remain the property of Evermotion. Under the Agreement the Licensee does not acquire any intellectual property rights, or other property rights,, including patents, designs, trademarks, copyrights, rights to the databases, or rights to any confidential information, or the trade secrets. The Licensee also does not acquire any licence rights to the Evermotion Products, except for the rights which have been explicitly granted to the Licensee on the basis of this Agreement, or on the basis of other written arrangements between the Licensee and Evermotion.

§3 Rights and obligations of the Licensee

1. Licensee undertakes to pay remuneration for obtaining the Licence for a given Evermotion Product in accordance with the price indicated on a display in the Evermotion Store next to the given Evermotion Product.
2. The Licensee shall pay the required remuneration to the indicated bank account within 7 days from the day of purchasing the Licence. In case of not paying the required remuneration within the indicated period of time, the Agreement is treated as non-concluded.
3. The Licensee acquires the right to use the Evermotion Products for commercial and private purposes.
4. The Licensee does not have the right to resell, give, share, whether for remuneration or not, sublicense, distribute or multiply the Evermotion Products. It also refers to the renders of single unchanged models on a homogeneous background, even in changed form.
5. The Licensee may edit the Evermotion Products for its own needs if it is necessary to use Evermotion Products according to its intended purpose. The Evermotion Product modified by the Licensee is subject to Licence, with the right of the person who has made such modifications. However, resell, remission, whether for remuneration or not, share, distribution, sublicense or multiplying edited or otherwise prepared Evermotion Products is prohibited without the written consent of Licensor.

6. The Licensee shall not place Evermotion Products, nor the files containing models and Evermotion Products which can be separated on websites, servers, or other digital data carriers, from which other entities can distribute, or in any other way make available whether for remuneration or not.
7. Evermotion Products shall not be used in designs which contain pornographic, or vulgar content, encouraging to racial, religious and ethnic hatred, or content propagating violence, or the totalitarian political system, or which was produced in collision with the law. The above provision does not refer to games.
8. If the Licensee wants to use the Evermotion Products for purposes other than the ones indicated above, then the Agreement does not stipulate such use of the Evermotion Products, and the Licensee shall enter into separate licence agreement with Evermotion whereby they will acquire the right to use the Evermotion Products for the additional purpose.
9. The Licensee which bought the Evermotion Products shall not sell single renders, unchanged models on a homogeneous background. Licensee may sell the renders only if they are part of the design. The renders of single models of plants, people and vehicles shall not be sold even in the changed form.
10. Process, edit and use of Evermotion Products in the studies and works of the Licensee must be done in an appropriate format that prevents them to be separated from those works or studies.

§4 Obligations of Evermotion

1. The Licence for the use of the Evermotion Products is granted to the Licensee providing that all the licence fees payable to Evermotion have been made on the basis of this Agreement.
2. Immediately after making the payment by the Licensee, but not later than within maximum 3 days from the day of recording of the payment of a certain fee for the purchase of the Licence, Evermotion shall pass the Product to the Licensee. In the absence of the payment which was not made within the specified period of time in favour of Evermotion, the Agreement is regarded as non-concluded.

§5 Prices and payment options

1. The prices in Evermotion Store are quoted in Euro currency, this is, €. It is possible to automatically calculate the prices into other currency, after clicking the bookmark of the currency choice.
2. There are 2 methods of payment available in Evermotion Store: via PayPal and by transfer made directly to Evermotion.
3. Evermotion indicates that the fastest form of payment is the option of making payments via PayPal. The files are made available within maximum 3 days after making payment by the Licensee.
4. The data for making the payment are sent by e-mail automatically after the placing of the order with the indication of the chosen form of payment.
5. The Evermotion Products are made available only after crediting the transferred amount to the Evermotion account. Evermotion informs that this process can last

even few days. It is not applicable to the Registered Users where the Product is made available automatically after making the payment by the User, but not later than within maximum 3 days from the day of recording the payment of the given remuneration for the purchase of the Licence.

6. The prices quoted in Evermotion Store are does not include taxes. The tax shall be automatically added to the orders as per the provisions of § 3 of the Regulations.

§6 Supply of Evermotion products

1. The purchased Evermotion Products are available in *download* option.
2. The downloading of Evermotion Products available in *download* option is made via Customer Zone portal.
3. After making the purchase of the Evermotion Products, the Unregistered User receives the link with the password to make the downloading of the purchased Evermotion Product. The Registered Users use their own password and login.
4. Each Evermotion Product made available on Customer Zone portal may be downloaded 5 times. In case of inability to download within 5 times the User shall contact the Evermotion.

§7 Breach of the provisions of the Agreement

1. If the Licensee breaches the Agreement, Evermotion in addition to use of all other rights and remedies under this Agreement and applicable law, may terminate this Agreement immediately and any other license agreement between the Licensee and Evermotion without notice period. Termination becomes effective upon written notice of termination. Regardless Licensor may enforce its rights related to copyright infringement.
2. Evermotion notifies the Licensee about the breach of the terms and conditions of the Agreement committed by the Licensee by electronic mail to the e-mail address given by them. In the same time Evermotion calls the Licensee to immediately refrain from further breach of the Agreement.
3. After the ineffective lapse of time indicated in the notification calling to refrain from further breach of the Agreement, Evermotion has the right to terminate the Agreement immediately and to block the Account in accordance with the Regulations.
4. After the termination of the Agreement, the Licensee shall return the Evermotion Product with no delay and destroy all copies of Evermotion Product.

§8 Guarantee

1. Evermotion Products are non-refundable.
2. Evermotion grants one-year guarantee for Evermotion Products which are subject of this Agreement.
3. The above provision is not applicable if any defect in the functioning of the Evermotion Product was caused by the use of the Evermotion Product in a way which is incompliant with the obligations of the Licensee set out in the Agreement.

§9 Final provisions

1. Licensee before using the Evermotion Products gives consent to the collection, use and processing of the applicable personal data by Evermotion.
2. Evermotion has the right to assign this Agreement if the Licensee is an Entrepreneur, but such assignment shall be made upon the terms and conditions at least as favourable for the Licensee as the terms of this Agreement, for what the Licensee gives its consent.
3. The Licensee does not have the right to assign this Agreement.
4. All notifications, or other information passed under this Agreement shall be regarded as effectively served and passed if they are made on the email address info@evermotion.org or in writing and served in person, or sent by the prepaid registered mail, or by courier mail, except if otherwise indicated in the Agreement.
5. This Agreement is governed by the Polish law and shall be interpreted in accordance with this law.
6. The place of the execution of this Agreement if the Licensee is an Entrepreneur is the place of registered office of Licensor and if the Licensee is a Consumer it is the place to which the Evermotion Products shall be transferred.
7. If the Licensee is an Entrepreneur any disputes will be settled by the court competent for the Evermotions registered office and if the Licensee is a Consumer in the place adequate according to Polish law.

ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE AGREEMENT

The Licensee undertakes to adhere to the terms and conditions of this agreement and the provisions of the Regulations by expressing their acceptance through clicking the relevant key below, or through downloading, installation, starting, or use of the software.

NO ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE AGREEMENT

If prior to the downloading, installation, starting, or use of the Evermotion Products, the Licensee does not accept the terms and conditions of these this Agreement and/or the provisions of the Regulations, it shall not have the right to use Evermotion Products and shall delete, deactivate, or return the Evermotion Product immediately.

Disclaimers and Limitation of Liability

Evermotion Products for Unreal Engine include the Unreal® Engine code and other code, materials, and information (the "Epic Materials") from Epic Games, Inc. ("Epic"). All Epic Materials are provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Evermotion, Epic, and Epic's affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Epic Materials, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Epic knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, Evermotion, Epic, and Epic's affiliates make no warranty that (1) any of the Epic Materials will operate properly, including as integrated in the Evermotion Products for Unreal Engine, (2) that the Epic Materials will meet your requirements, (3) that the operation of the Epic Materials will be uninterrupted, bug free, or error free in any or all circumstances, (4) that any defects in the Epic Materials can or will be corrected, (5) that the Epic Materials are or will be in compliance with a platform manufacturer's rules or requirements, or (6) that a platform manufacturer has approved or will approve this Evermotion Products for Unreal Engine, or will not revoke approval of this Evermotion Products for Unreal Engine for any or no reason. Any warranty against infringement that may be provided in Section 2-312 of the Uniform Commercial Code or in any other comparable statute is expressly disclaimed by Evermotion and Epic. Evermotion, Epic, and Epic's affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Epic Materials. This paragraph will apply to the maximum extent permitted by applicable law.

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