

## END USER LICENSE AGREEMENT FOR RENDERMAN MODELS

PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY. THIS AGREEMENT BETWEEN YOU (“YOU,” “YOUR,” OR “END USER”) AND PIXAR (“PIXAR,” “WE,” “OUR,” OR “US”) SPECIFIES THE TERMS AND CONDITIONS REGARDING USE OF THE RENDERMAN MODEL(S), INCLUDING ALL SOURCE CODE, COMPILED CODE, IMAGES, MODELS, DOCUMENTATION, DATA, ANY RELATED MATERIALS, AND ANY COPIES THEREOF (COLLECTIVELY, THE “RENDERMAN MODELS”).

BY USING THE RENDERMAN MODELS AND/OR CLICKING ON THE “AGREE” BUTTON, YOU ARE ACCEPTING THIS AGREEMENT AND YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18, (2) REPRESENTING THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOURSELF OR YOUR COMPANY, AS APPLICABLE, AND (3) CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS OR CANNOT MAKE SUCH REPRESENTATIONS, DO NOT USE THE RENDERMAN MODELS OR CLICK THE “AGREE” BUTTON.

**1. License Grant.** Pursuant to this Agreement, Pixar grants End User a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to internally use the RenderMan Models solely for non-commercial purposes.

**2. Restrictions.** In addition to the restrictions recited in section 1 (“License Grant”), the following restrictions shall apply.

A. End User may not use the RenderMan Models in any manner that is intended for or directed toward the production of products, commercial advantage or monetary compensation, including but not limited to (i) usage in the production of or in connection with feature films, television programming, online content, video games, marketing materials, and advertising; and (ii) usage in the production of or in connection with physical or virtual goods, including but not limited to vehicles, furniture, toys, graphic art, posters, clipart, greeting cards, wallpapers, screen savers, physical models, figurines, stickers, clothing, and emoticons.

B. End User is not authorized to grant sublicenses to use the RenderMan Models nor to permit other persons to use the RenderMan Models on a time-sharing or any other basis.

C. End User may not use or offer the RenderMan Models as a service bureau, cloud service provider, subcontractor or otherwise.

D. Unless otherwise authorized by Pixar in writing, End User may not transfer, sell, rent, lease, loan, transmit, sublicense, or distribute the RenderMan Models or any results (e.g., content) created from the RenderMan Models to third parties.

E. End User may not, as determined solely by Pixar, use the RenderMan Models or any results (i) in any obscene, offensive, distasteful, or disparaging manner, or (ii) in any unauthorized manner.

**3. No Other Rights.** The RenderMan Models are copyrighted by and proprietary to Pixar and its licensors, which retain ownership of the RenderMan Models. The license granted under this Agreement is not a sale of the RenderMan Models. Except as stated above, this Agreement does not give End User any rights to patents, copyrights, trade secrets, trademarks or any other rights or license with respect to the RenderMan Models. Pixar and its licensors reserve all rights in or related to the RenderMan Models not

expressly granted hereunder. For the avoidance of doubt, End User agrees that any use, distribution, modification, or other exploitation of the RenderMan Models or any results created from the RenderMan models not expressly authorized hereunder is not permitted under any circumstances.

END USER'S RIGHTS UNDER THIS LICENSE WILL TERMINATE AUTOMATICALLY WITHOUT NOTICE FROM PIXAR IF END USER FAILS TO COMPLY WITH ANY TERM(S) OF THIS LICENSE.

**4. No Modifications or Reverse Compilation.** END USER MAY NOT MODIFY, TRANSLATE, DISASSEMBLE, REVERSE ENGINEER, DECOMPILE OR CREATE DERIVATIVE WORKS BASED ON THE RENDERMAN MODELS, IN WHOLE OR IN PART.

**5. Disclaimer of Warranty on RenderMan Models.** End User expressly acknowledges and agrees that use of the RenderMan Models is at End User's sole risk. The RenderMan Models are provided "AS IS" and without warranty of any kind. PIXAR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. PIXAR DOES NOT WARRANT THAT THE RENDERMAN MODELS ARE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. PIXAR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RENDERMAN MODELS WILL MEET END USER'S REQUIREMENTS, OR THAT DEFECTS IN THE RENDERMAN MODELS WILL BE CORRECTED. FURTHERMORE, PIXAR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE THAT MAY BE OBTAINED WITH THE RENDERMAN MODELS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

**6. Indemnification.** End User hereby agrees to indemnify, defend, and hold Pixar and its affiliates and their officers, directors, owners, shareholders, employees, agents, information providers, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by End User of this Agreement or End User's use of the RenderMan Models. End User shall use its best efforts to cooperate with Pixar in the defense of any claim. Pixar reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by End User.

**7. Limit of Liability.** IN NO EVENT SHALL PIXAR OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR LICENSING OF THE RENDERMAN MODELS BE LIABLE TO END USER FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE RENDERMAN MODELS AND/OR USAGE OF THE RENDERMAN MODELS, EVEN IF PIXAR OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE RENDERMAN MODELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Government End Users.** If the RenderMan Models are acquired directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. For civilian agencies: The RenderMan Models were developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors; and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): The RenderMan Models are licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the FAR, clause 52.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and its successors, and use, duplication

or disclosure is subject to the restrictions set forth therein. Pixar, 1200 Park Avenue, Emeryville, CA 94608.

**9. Effect of State Laws.** Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You may also have other rights which vary from state to state.

**10. Choice of Law and Severability.** The Agreement will be governed by the internal substantive laws of the State of California, without reference to conflicts of laws provisions. If for any reason a court of competent jurisdiction finds any provision, or portion thereof to be unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent that any action is taken to enforce the terms hereof, End User specifically agrees that such action may not be combined with any other action, whether as a class action or otherwise.

**11. Termination.** This Agreement is effective until terminated. You may terminate this Agreement at any time. Pixar reserves the right, in our sole discretion, to immediately terminate this Agreement at any time with or without notice. Upon termination, you must immediately (i) cease use of the RenderMan Models and any results created from the RenderMan Models, and (ii) remove the RenderMan Models and any results created from the RenderMan Models from all computer memories and storage devices within your possession or control (including but not limited to removing the RenderMan Models from any online services where the RenderMan Models are stored in association with an account under your control).

**12. Export Control.** End User agrees to not use or otherwise export or re-export the RenderMan Models, in whole or in part, in violation of the laws of the United States or those of any other relevant jurisdiction, including but not limited to, the laws of the jurisdiction in which the RenderMan Models were obtained.

**13. Relationship of Parties.** The parties hereunder are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between End User and Pixar. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**14. Assignment.** End User may not assign End User's rights or delegate End User's duties under this Agreement either in whole or in part, whether by merger, reorganization, sale of stock or assets, operation of law, or otherwise, without the prior written consent of Pixar. Any attempted assignment or delegation without such consent will be void. Pixar may assign its rights and obligations hereunder without restriction.

**15. Publicity.** Nothing in this Agreement grants End User permission to use the trade names, trademarks, service marks, brands, characters, character names, or product names of Pixar or its affiliates.

**16. Feedback.** End User may provide feedback to Pixar concerning the RenderMan Models from time to time, including but not limited to improvements and the identification of errors (the "Feedback"). End User hereby grants to Pixar a worldwide, royalty-free, transferable, irrevocable and perpetual license, with the right to sublicense, to use, modify, display, distribute, and otherwise exploit such Feedback without restriction, including, without limitation, utilizing and displaying such Feedback in connection with the RenderMan Models.

**17. Injunctive Relief.** The parties acknowledge that any breach of this Agreement by End User, including but not limited to the unauthorized use and distribution of RenderMan Models, may cause harm to Pixar and its licensors, that monetary damages alone may not redress. Accordingly, End User shall not

oppose Pixar seeking the immediate issuance of injunctive relief without bond or, if a bond is required under applicable law, End User shall support Pixar in efforts to have that bond not exceed \$50,000.00.

**18. Survival.** Sections 2-7, 11, and 15-19 shall survive termination or expiration of this Agreement.

**19. Integration.** END USER ACKNOWLEDGES AND AGREES THAT END USER HAS READ THIS AGREEMENT AND UNDERSTANDS IT, AND THAT IT IS THE ENTIRE AGREEMENT BETWEEN PIXAR AND END USER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT, WHETHER WRITTEN OR ORAL, AND ANY OTHER COMMUNICATIONS BETWEEN PIXAR AND END USER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF ANY PIXAR LICENSORS WHOSE RIGHTS ARE LICENSED UNDER THIS AGREEMENT. Pixar reserves the right, in its sole discretion, to modify or replace any part of this Agreement. It is End User's responsibility to check this Agreement periodically for any changes on Pixar's then current website. End User's continued use of the RenderMan Models following the posting by Pixar of any changes to this Agreement constitutes acceptance of those changes.