

ARTIFICIAL ARTISTS – BETA SOFTWARE LICENCE AGREEMENT

This Agreement is made between (1) **ARTIFICIAL ARTISTS LIMITED**, developers of **3dctrl**, a company incorporated in England and Wales under number 11079555 whose registered office is at Highview House, 1st Floor, Tattenham Crescent, Epsom, KT18 5QJ (**Supplier**); and Registered User, (**User**), (each of the **Supplier** and the **User** being a party and together the **Supplier** and the **User** are the parties).

The parties agree:

1. Licence

- 1.1. Subject to the terms of this Agreement, the Supplier grants the User a non-exclusive licence to access and use the Software under the 3dctrl BETA test program.
- 1.2. The license is for 3dctrl BETA version, and as such the software is still under construction and is made available for testing purposes only.
- 1.3. The User agrees to participate in surveys and feedback on the BETA software to help with future development roadmap
- 1.4. The free license is available on a temporary basis and can be withdrawn by the supplier at any time.

2. Limitations on use

- 2.1. Except as expressly permitted under this Agreement or by law, the User shall not:
 - 2.1.1. Use the software or content created in the software for any commercial/marketing use
 - 2.1.2. use, copy, modify, adapt, correct errors, or create derivative works from, the Software;
 - 2.1.3. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software;
 - 2.1.4. assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software;
 - 2.1.5. remove or modify any copyright or similar notices, or any of the Supplier's or any other person's branding, that the Software causes to be displayed when used or that is displayed on any materials accompanying the Software;
 - 2.1.6. access or use the Software, or permit it to be accessed or used, on behalf of any third party or otherwise than for Permitted Purpose;
 - 2.1.7. attempt to circumvent or interfere with any security features of the Software; or
 - 2.1.8. not permit any person other than the Supplier or a third party authorised by the Supplier to design, create, model or optimise Assets for the Software.
- 2.2. The User shall not exceed the Licence Restrictions and acknowledges that it shall be required, without prejudice to any other rights or remedies to which the Supplier may be entitled, to pay the Supplier at the Supplier's then-current rates for any additional usage of the Software.
- 2.3. The User shall notify the Supplier in writing as soon as it becomes aware of any actual or suspected unauthorised access or use of the Software (including any access or use in excess of the Licence Restrictions).

- 2.4. Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for all content produced on the platform under User login, and are liable if published.

3. Licence Fees

- 3.1. The test Beta license is not subject to any fees.

4. Design, optimisation, delivery, access and support

- 4.1. The Supplier shall update user via e-mail of any relevant feature updates or news relating to the product.
- 4.2. The Supplier shall notify the User when the Software is ready to be accessed and shall provide all reasonable instructions and tutorials via e-mail. It is the User's responsibility to ensure that its computer system, internet speed and network connection is capable of accessing and using the Software.
- 4.3. The Supplier may provide the User with Updates and Upgrades from time to time and the Supplier shall support the User by providing 'creative guides' for use by the User in connection with the Software from time to time via e-mail.

5. Limitation of liability

- 5.1. The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 5.
- 5.2. Subject to clause 5.5, the Supplier's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to the Licence Fee.
- 5.3. Subject to clause 5.5, the Supplier shall not be liable for consequential, indirect or special losses or any of the following (whether direct or indirect): (a) loss of profit; (b) loss or corruption of data; (c) loss or corruption of software or systems; (d) loss or damage to equipment; (e) loss of use; (f) loss of production; (g) loss of contract; (h) loss of opportunity; (i) loss of savings, discount or rebate (whether actual or anticipated); and/or (j) harm to reputation or loss of goodwill.
- 5.4. Subject to clause 5.5, the Supplier shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with content created by the User using the Software (including any claims arising in relation to any User product or service and including any third-party intellectual property claims arising in relation to the Brand Specifications).
- 5.5. Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by applicable law.

6. Term and termination

- 6.1. This Agreement shall come into force on the Date User registers for software and unless terminated earlier in accordance with the provisions of this clause 7 shall continue until supplier terminates license or BETA program.
- 6.2. Either party may terminate this Agreement at any time by giving notice in writing to the other party.

- 6.3. Any breach by the User of clause 2 shall be deemed a material breach of this Agreement which is not remediable.
- 6.4. The Supplier may terminate this Agreement at any time by giving notice in writing to the User

7. Consequences of termination

- 7.1. Immediately on termination or expiry of this Agreement (for any reason), the licences and rights granted by the Supplier shall terminate and the User shall (and shall procure that each sub-licensee shall): (a) stop using the Software; and (b) destroy and delete or, if requested by the Supplier, return any copies of the Software.
- 7.2. The User shall ensure that it backs up its data regularly (including any films or other content created by the User using the Software) and extracts it from the Software prior to the termination or expiry of this Agreement. The Supplier shall not be obliged to provide the User with any assistance extracting or recovering such data whether during or after the Licence Term.
- 7.3. Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

8. Confidentiality

- 8.1. The User shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.
- 8.2. The User shall give notice to the Supplier of any unauthorised misuse, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same and the User shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability costs (including legal and other professional fees) and expenses incurred as a result of or in connection with any breach by the User of this clause 9.
- 8.3. The provisions of this clause 8 shall not apply to information which: (a) is or comes into the public domain through no fault of the User, its officers, employees, agents or contractors; (b) is lawfully received by the User from a third party free of any obligation of confidence at the time of its disclosure; (c) is independently developed by the User, without access to or use of such information; or (d) is required by law, by court or governmental or regulatory order to be disclosed provided that the User, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.
- 8.4. This clause shall remain in force in perpetuity.

9. General

- 9.1. **Intellectual Property Rights.** Except for the rights to access and use the Software expressly granted in this Agreement, the User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Software and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 9.2. **Entire agreement.** This Agreement and each Statement of Work constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. Each party acknowledges

that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.

- 9.3. **Notices.** Any notice or other communication given by a party under this Agreement shall be in writing and in English, signed by, or on behalf of, the party giving it (except for notices sent by email); and sent to the relevant party at the address set out at the beginning of this Agreement. Notices may be given, and are deemed received: (a) by hand: on receipt of a signature at the time of delivery; (b) by post: at 9.00 am on the second Business Day after posting; or (c) by email: on receipt of a delivery email from the correct address. Notices and other communications shall be sent to the registered and trading address of the parties or to the main email addresses of the parties. Any change to the contact details of either party shall be notified to the other party in accordance this clause. This clause does not apply to notices given in legal proceedings or arbitration.
- 9.4. **Variation.** No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 9.5. **Assignment and subcontracting.** The Supplier may not at any time assign, subcontract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 9.6. **Set off.** Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 9.7. **No partnership or agency.** The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 9.8. **Severance.** If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 9.9. **Waiver.** No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 9.10. **Compliance with law.** Each party shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform their obligations under or in connection with this Agreement.
- 9.11. **Conflicts within agreement.** If there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules, the terms of the main body of the Agreement shall prevail.
- 9.12. **Third party rights.** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

9.13. **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the courts of England and Wales shall have non-exclusive jurisdiction to settle any such disputes or claims.

Agreed by the parties as set out at the head of this Agreement from date User first registers.

