

Quixel End-User License Agreement

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This end-user license agreement describes Your rights and responsibilities when using Quixel's tools and Megascans asset library (the “**Services**”) owned and operated by Quixel AB, a Swedish corporation (hereinafter “**Quixel**”). This End-User License Agreement (this “**Agreement**”, “**EULA**”) applies to all users of the Services (collectively or individually, “**You**”, “**Users**”, “**Customer**”, “**Academic Entity**”) for the term of this Agreement (“**Term**”) specified in the Services “check-out” interface, as applicable.

“**Academic Entity**”: this refers to an educational institution which has been accredited by an authorized governmental agency within its applicable local, state, provincial, federal, or national government and has the primary purpose of teaching its enrolled students. Examples of Qualified Educational Institutions include, without limitation, public or private educational institutions, including but not limited to any primary or secondary school, vocational school, college or university.

“**Quixel Academic Offering**”: this refers to the latest version of Quixel Mixer, Quixel Bridge and Megascans Educational Assets.

“**Megascans Educational Assets**”: this refers to the assets distributed with the Quixel Academic Offering. The terms applicable for the use of these assets are stated in this EULA.

BEFORE USING THE SERVICES, PLEASE READ THIS AGREEMENT CAREFULLY. YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE AND ACCEPT TO BE BOUND BY THIS AGREEMENT, INCLUDING (IF YOU ARE A USER BASED IN THE UNITED STATES) THE PROVISIONS OF SECTIONS 25 AND 26 UNDER WHICH YOU AGREE TO ARBITRATE CERTAIN CLAIMS INSTEAD OF GOING TO COURT AND AGREE NOT TO BRING CLASS ACTIONS CLAIMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU”, “YOUR”, “CUSTOMER” ETC. SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. **ACCEPTANCE.** This EULA is a legal agreement between You and Quixel, and governs Your use of the Services and related products and services provided to You by Quixel. The purpose of this EULA and the License is to allow You to use the Services provided by Quixel during the Term on the terms and conditions stated in this EULA. This EULA is made effective beginning on the date on which You first access or otherwise use the Services (whichever occurs first) (the “**Start Date**”).

NOTWITHSTANDING THE FORGOING, PLEASE NOTE THAT BY ACCESSING OR OTHERWISE USING THE SERVICES OR ANY RELATED SERVICE OR APPLICATION ETC. YOU AGREE TO ABIDE THE TERMS AND BE BOUND BY THE TERMS OF THIS EULA AND A LEGALLY BINDING AGREEMENT IS CREATED BETWEEN QUIXEL AND YOU. QUIXEL OWNS ALL INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SERVICES AND PERMITS YOU TO USE THE SERVICES ONLY IN ACCORDANCE WITH THESE TERMS. YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE EULA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, INSTALL, COPY, OR USE THE SERVICES.

2. **ACCOUNTS.** To use the Services, You must either register an account via Quixel’s website, or on other permitted websites or platforms access the Services and provide required user information. The account must be registered to only one (1) individual physical person (“**Registered User**”). Accounts registered and owned by a corporation or other legal entity must have one (1) physical person listed as the Registered User of the account who will be the only permitted person to use the Services. You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable others (another individual or entity etc.) to access Your account, unless specifically permitted in writing by Quixel. Quixel reserves the right to disable or block accounts, end Your access to the Services etc. without notice. You are not permitted to transfer Your account, any assets, Points etc. to another person or entity, unless specifically permitted in writing by Quixel.

3. **REGISTRATION.** When registering an account You must provide Quixel with a valid e-mail address and password which will be registered by Quixel. Quixel may also save Your IP address and/or MAC address etc. You acknowledge and agree that You will (a) provide true, accurate, current, and complete information as requested when registering an account and (b) maintain and update this registration information to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to any computer, smart phone, tablet, etc. that You use for accessing the Services and You hereby accept sole responsibility for all activities that occur under Your account, User name or password. Quixel may license the Services for individuals under the age of 18, but will only provide such services to adults, who can make purchases with a credit card or equivalent payment methods as accepted by Quixel. If You are under the age of 18, but over 13 years old, You may use the Services only under the supervision of a parent or guardian. Quixel and its affiliates reserve the right to refuse the

Services, terminate accounts, remove or edit content and delete assets or cancel orders in their sole discretion for any reason whatsoever, including, without limitation, if You provide registration information which is false, inaccurate, not current, or incomplete. Quixel may share Your registration information with its partners, affiliates, and third parties to handle and deliver certain online activities necessary to operate Quixel's businesses (e.g., process orders and payments etc.). Quixel respects Your privacy, but it cannot ensure that Your private communications and other personally identifiable information will not be disclosed to other third parties. For example, Quixel may be forced to disclose information to a government or third party under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. For additional information regarding how we handle the information You transmit to us please visit our Privacy Policy. Please note that Your use of our Services constitutes Your acceptance of the Privacy Policy.

4. **INTERNET ACCESS.** A high-speed Internet connection is required for proper transmission of and access to the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by Third Parties, including Secure Socket Layer (SSL) protocol or other protocols accepted by Third Parties and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Quixel or our partners. We assume no responsibility for the reliability or performance of any connections as described in this section.

5. **THE SERVICES.** The Services comprise of the following software services: Megascans Library, a library of 2D and 3D scanned objects and materials, Quixel Mixer, a software editing tool for mixing Megascans Library materials and generating new materials from the existing library, Quixel Bridge, a software tool to manage Your local library and to integrate the Megascans Library with other third party DCC tools or game engines, etc, and the Megascans API, a software for integrating the Megascans Library with DCC tools or game engines, etc. Payment of the applicable fees entitles You to use the Services and purchased Points to add Megascans Library Assets into Your Product or develop Customer Assets with the use of the Megascans API and/or Quixel Mixer for use in Your Product. The Services may not be used in the development of any other products or services. You or any third party are strictly prohibited from using Megascans Library assets or Customer Assets in any other products or services or develop products and services that compete with Quixel's products and services.

6. **LICENSES AND RESTRICTIONS.**

6.1 Hobby License. The Hobby License is provided for single individuals (a natural person) doing commercial work. If granted to you by Quixel, the Hobby License permits You to use the Services as an individual only. Any content and/or assets used or developed under a Hobby License can be used or made available in any commercial product or services or any corporate products or services. The usage of the Hobby License is paid for by Points, see definition in section 8 below.

6.2 Freelance License. The Freelance License is provided for single self-employed individuals (a natural person) doing commercial work generating less than \$100,000 USD per year in annual gross revenue (based on latest available completed fiscal year reporting). The Freelancer License grants You the right to use the Services as an individual only. For the avoidance of doubt: A Freelance License may not be used by a corporation, or a party with a turnover of \$100,000 USD or more per year. Nor may a Freelance License be used for projects with a total budget of \$100,000 USD or more. Further, a Freelance License may not be used for research and development, prototyping, testing, etc. You must acquire an Enterprise License or a Prototype License etc. in order to do research and development, prototyping, testing, etc. Please contact Quixel [support](#) for any licensing questions. The usage of the Freelance License is paid for by Points, see definition in section 8 below.

6.3 Indie License. The Indie License is for entities generating less than \$100,000 USD per year in annual gross revenue (based on latest available completed fiscal year reporting) and employing a maximum of 10 employees. The Indie License grants usage rights for a single entity, and does not grant usage rights for affiliate companies, outsourcing partners, subsidiaries and/or entities that share the name but not the location of the parent entity. For the avoidance of doubt: an Indie License may only be used for development of self-published games and products and not for games and products developed for a third party, for example a publisher, distributor or any other third parties. The usage of the Indie License is paid for by Points, see definition in section 8 below.

6.4 Quixel Education Free. This is a non-commercial license for Academic Entities and includes access to the Quixel Academic Offering. It is valid for the duration of the Term defined in the Agreement between Quixel and the Academic Entity. The Academic Entity may deploy Megascans Educational Assets on a single file server computer and access the assets on multiple computers on a Networked Basis. “Networked Basis” means a computing environment that includes a computer acting as a file server which allows the Assets installed on such computer to be viewed or otherwise accessed from, other computers through a local area network connection or through a secure virtual private network (VPN) connection employing current industry standard encryption and protection mechanisms. The Academic Entity may install Quixel Mixer and Quixel Bridge on computers in labs, classrooms, or an education deployment environment. The

Quixel Academic Offering is to be used only by Education Users and solely for Educational Purposes (non-commercial use). The Quixel Education Free license is provided free of charge, provided that the license is used as intended. Quixel reserves its rights to claim compensation and/or damages for any commercial or prohibited use of this license.

6.5 Quixel Education XL. This is a non-commercial license for Academic Entities and includes access to the Quixel Academic Offering. It is valid for a Term equal to the duration of Your class or course. The Academic Entity may deploy Megascans Educational Assets on a single file server computer and access the assets on multiple computers on a Networked Basis. “Networked Basis” means a computing environment that includes a computer acting as a file server which allows the Assets installed on such computer to be viewed or otherwise accessed from, other computers through a local area network connection or through a secure virtual private network (VPN) connection employing current industry standard encryption and protection mechanisms. The Academic Entity may install Quixel Mixer and Quixel Bridge on computers in labs, classrooms, or an education deployment environment. The Quixel Education XL license is to be used only by Education Users and solely for Educational Purposes. Quixel reserves its rights to claim compensation and/or damages for any commercial or prohibited use of this license.

6.6 Quixel Personal Plan. This plan/license is for individuals with less than \$100,000 USD yearly revenue or funds raised. It allows for single seat use by hobbyists or individuals who work alone. You are eligible for this plan only when You have less than \$100,000 USD annual revenue or funds raised. If You exceed this amount You must contact Quixel for a plan/license upgrade. Quixel reserves the right to assess or demand You provide a copy of Your most recent annual business report to verify income claims. Sharing Your Quixel Personal Plan account information, assets, or tools with others is strictly prohibited.

6.7 Quixel for Business. This plan/license is for teams with less than \$ TWO MILLION DOLLARS (\$ 2,000,000.00) in yearly revenue or funds raised. It allows for up to 10 seats for members of Your team, who are registered employees or who are contractors employed by Your business. You are eligible for this plan/license only when You have less than \$2,000,000 USD annual revenue or funds raised, and You are not affiliated with or funded by a publisher owned or controlled studio. If You exceed this amount or breach these conditions, You must contact Quixel for a plan/license upgrade. Quixel reserves the right to assess or demand You provide a copy of Your most recent annual business report to verify income claims. You are granted a one (1) year access to Quixel tools, and all Megascans assets You download. During the one year licensed access to the Quixel tools and assets You may use the downloaded assets and tools for any number of concurrent projects in production. When the license expires, so does Your right to continue to use the assets and tools in production but You are still allowed to

ship Your project(s) at any time. You may continue to use all downloaded assets and tools in production as soon as Your license/ plan has been renewed. Sharing Your account information, assets, or tools with others outside Your business is strictly prohibited.

6.8 Quixel for ArchViz. You are eligible for the Quixel for ArchViz plan/license only when Your business is primarily specialized in architectural visualization. You are eligible for this plan only when You have 20 or fewer registered employees or contractors employed by Your business. You are granted a one (1) year access to all Megascans assets You download, and to the Quixel tools included in the license. During the one year licensed access to the Quixel tools and assets You may use the downloaded assets and tools for any number of concurrent projects in production. When the license expires, so does Your right to continue to use the assets and tools in production but You are still allowed to ship Your project(s) at any time. You may continue to use all downloaded assets and tools in production as soon as Your license plan has been renewed. If You wish to continue using the assets in commercial projects, but do not want to buy more points, You can purchase a renewal license for the already downloaded assets for a twelve (12) month term. The renewal license will also enable You to spend any unused points from the previous term and have continued access to Quixel Bridge and Mixer. Sharing Your account information, assets, or tools with others outside Your business is strictly prohibited.

6.9 Quixel Enterprise License. If You do not qualify for a license listed under subsections 6.1 - 6.8 above, You may not use the Services under this Agreement but may use the Services under a separate Quixel Enterprise License. Quixel Enterprise License is a commercial license provided for entities generating more than \$ TWO MILLION DOLLARS (\$ 2,000,000.00) per year in annual gross revenue (based on latest available completed fiscal year reporting).

6.10 Please contact Quixel [at legal@quixel.se](mailto:legal@quixel.se) if You have questions regarding which license You qualify for.

6.11 Notwithstanding anything to the contrary in this Agreement, if you have been granted a Quixel for Business, Quixel for ArchViz or a Quixel Enterprise license You may grant subcontractors employed by your business access to use the Services on Your behalf. You are responsible for the acts and omissions of such subcontractors under this Agreement and applicable laws as Your own acts and omissions.

6.12 Penalties. If Quixel in its sole discretion deem that You are misusing Your license it may shut down Your license and access to the Services effective immediately and terminate the Agreement. Any prohibited use of the Services, including and beyond the allowed limits, will result in termination of this Agreement and the License and an obligation for You to compensate Quixel for any and all losses and damages herewith. Quixel reserves the right to keep copies of all Customers' Customer Assets created for the purposes of verifying that such Customer Assets are not used for commercial use beyond allowed limits etc.

7. REPRESENTATION. You represent and warrant that You own the Original Content You create or otherwise have all licenses, rights, consents, and permissions necessary for the inclusion of Original Content within the Services and use of materials in the manner contemplated by Quixel and this Agreement.

8. FEES AND POINTS. The Services are offered as subscription based services. Depending on the type of license granted to You, You can subscribe to the Services on an annual or monthly basis. The Fees for the Services are stated in the Services, on the www.quixel.com website, etc. Payment of the Fees provides You with Points. Points is the Megascans currency which can be used to purchase Megascans Assets available in the Megascans Library and develop Customer Assets for use in Your Product. You may also at any time purchase additional Points to be used in the Services. The Point fee for Megascans Assets and Customer Assets are stated in the Services, on the www.quixel.com website etc. Purchased Points are non-refundable unless specifically stated otherwise in this Agreement. When You open an account You authorize Quixel or its partners to charge Your credit card, or use other forms of payment methods accepted by Quixel, for the Fees in accordance with the payment terms (as may be amended by Quixel or its partners from time to time). You are responsible for reviewing the EULA or the Services for any changes in the Fees, Points cost or payment terms, etc. If a change is unacceptable to You, You may, as Your sole and exclusive remedy, terminate and close Your Account as described in the termination section below. You are responsible for paying all applicable taxes (including those taxes and tariffs, etc. Quixel or its partners are not required to collect) and for all hardware, software, Internet service costs and other costs You incur to access the Services. Quixel and its partners reserve the right to change the Fees, the Point costs, the payment terms, any availability of Quixel and its services etc. at any time without notice; provided, however, such changes will not affect the Fees paid or Points used and payment terms for any products and services already purchased and paid for in full.

ALL FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART, UNLESS STATED OTHERWISE BY QUIXEL IN WRITING.

9. PAYMENT. Please note that once You have ordered and paid for the Services, You have started consuming the Services, and You cannot disclaim the ordered Services, paid Points

or demand return payment. You agree to fully pay any and all Fees for the Services purchased through Your account with any form of payment methods accepted by Quixel. You are responsible for providing Quixel with valid credit card information to secure payments. Quixel reserves the right to cancel any Services ordered if any funds are insufficient, the credit card information You provide is not valid etc. Payments may be processed in cooperation with third party payment service providers.

Quixel may offer premium services. You are informed of the fees, charges and payment terms during the registration or purchase process. Quixel may also offer other services, either for one-time fees or for recurring fees. The current fees and payment terms may be viewed on Quixel's website or in other locations as informed to You by Quixel and/or partners. Quixel and partners may amend the fees and payment terms at any time. All fees are in U.S. Dollars unless otherwise specified. If Your purchases etc. are subject to any type of applicable taxes, then Quixel and partners may also charge You for any such taxes.

10. REFUND POLICY. If a Megascans Library Asset does not function properly resulting in that You cannot fully enjoy the Service as reasonably expected and You have notified Quixel customer support, support@quixel.se, of the malfunction and Quixel is not able to properly fix the malfunction or provide a replacement Megascans Library Asset within reasonable time Quixel may in its sole discretion offer You a full or partial refund of the Fees paid and/or Points used. Please contact Quixel customer support at support@quixel.se for support and/or refund issues.

11. ACCESS. In consideration of the payment of the applicable Fees and Points and subject to Your compliance with the terms contained herein, Quixel shall provide You with access to the Services and enable You to access and use the Services and the Points. If Quixel is unable to process any applicable payment at any time, Your access to the Services may be suspended or terminated at Quixel's discretion.

12. LICENSE. Upon establishing a valid account, registered to one (1) individual Registered User as stated in section 2, Accounts, above, and subject to Your continued compliance with the End User License Agreement Quixel grants You the following rights on a limited, non-exclusive, revocable basis: A personal, non-sublicensable, non-transferable, revocable license to the Services in order to use the Services and Points to add library assets to Your products and services and/or create Customer Assets for inclusion in Your products and services (i.e. video games etc.). The Services may only be accessed by the Registered User, and You may not be logged in on more than one device simultaneously unless stated otherwise by Quixel. You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable others (another individual, legal entity etc.) to access the Services without the prior written consent of Quixel.

13. NO RIGHT TO CREATE AND SELL MEGASCANS AND CUSTOMER ASSETS ON STAND ALONE BASIS. The Services may not be used for creating Customer Assets that are to be sold, leased, licensed or otherwise provided to third parties on a "stand-alone" basis, i.e.

You may only use the Services to create Customer Assets for inclusion in Your own products and services (i.e. video games etc.). You may not create and sell Customer Assets on their own for re-use by other parties, unless You have received Quixel's prior written consent and agree to pay a separate license fee as stipulated by Quixel. Please contact Quixel for any inquiries regarding such licensing. Nor may You sell, license or otherwise provide access to Megascans Assets to third parties on a stand-alone basis.

14. CONSENT TO USE OF DATA. You agree that Quixel may collect and use technical information and data gathered as part of the support services provided to You, if any, related to the Services and Quixel may share generic, non-customer specific information with its affiliates and partners but no customer specific data, and not to any other third party. Quixel, affiliates and partners may use such generic information for various metrics. Quixel may use this information solely to improve the Service, its products and services or to provide customized services or technologies to the customers and will not disclose this information in a form that personally identifies You, without Your consent.

15. INTELLECTUAL PROPERTY RIGHTS. Quixel owns all rights, titles, copyrights, and other intellectual property rights and interests, including but not limited to All trademarks, service marks, and trade names etc. in the Services, software, material, any documentation and any copies thereof and retains all such rights and any other products and services. Except as expressly granted in this EULA; no license, right or interest in any Quixel, Megascans patent, trademark, copyright, trade name or service mark is granted hereunder. The Services are licensed, not sold. Except as expressly authorized by Quixel, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works or competing products or services from, or otherwise make unauthorized use of the Services or other Materials. You agree not to assert against Quixel any claim, action or proceeding for infringement of any patents, patent rights or other intellectual property rights. You are not required to provide any ideas, feedback or suggestions regarding the Services or any of Quixel's products or services (collectively, "**Feedback**") to Quixel. To the extent You do provide any Feedback to Quixel, You agree to assign and hereby do assign all right, title and interest in and to such Feedback to Quixel and acknowledge that Quixel may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to You.

16. USER INTELLECTUAL PROPERTY. By using the Services You may generate new materials ("Customer Assets"). Except for the Megascans materials contained therein, any intellectual property right and title to such Customer Assets shall where applicable become Customer intellectual property. Such Customer Assets may only be used in the Product and not for any other purposes.

17. QUIXEL LICENSE TO USER INTELLECTUAL PROPERTY. You grant Quixel an irrevocable, sublicensable, perpetual, worldwide, royalty-free right and license to use such

Customer Assets for marketing and promotional purposes. You represent and warrant that You have all necessary rights to grant such licenses to Quixel.

18. LICENSE RESTRICTIONS. You agree not to (i) attempt to reverse engineer, decompile, translate, or disassemble the Services or related software or materials; (ii) rent, lease, or transfer the Services, or related software or materials; (iii) disclose the results of any performance benchmarks of the Services or related software or materials to any third party without Quixel's prior written consent. You agree to abide by all applicable laws and regulations in using the Services. You expressly agree that You shall not: (a) use the Services for any illegal purpose; (b) use the Services in any manner which violates the rights of a third party, including without limitation intellectual property rights; (c) use the Services for any research project without the prior written consent of Quixel; (d) use the Services for any middleware or other software developments; (e) use the Services to develop, enhance or facilitate any AI, neural network developments or improvements; (f) mass download and/or use the Services and/or its components, (f) use the Services in any manner that breaches the EULA. Nor may You take any action that imposes an unreasonable or disproportionately large load on the Services, System or servers etc. You may not without specific prior written consent from Quixel use Your own or third-party software to modify any content appearing within the Services or its environment or change how the Services is used. You may not, without express permission, use the Services or any information accessible through the System, to bypass the System login architecture or create or provide any other means through which the System may be accessed and/or the Services may be used by others. please contact us at support@quixel.se if you have any questions regarding the license restrictions under this Agreement.

19. ELECTRONIC COMMUNICATIONS. When You use the Services, or access Quixel through any Third Party Service Provider or send e-mails to us etc., You are communicating with us electronically. You consent to receiving communications from us electronically and communicate with us electronically. We will communicate with You by e-mail or by posting notices in the Services or by other means Quixel finds suitable. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

20. TERMS AND TERMINATION. The term of this EULA and the license granted herein shall begin on the Start Date, as defined above, and shall be ongoing until terminated. You can terminate Your license at any time and Your license and payment obligations will expire at the end of the current term. You can terminate Your license by registering such termination on Quixel's webpage, www.quixel.com. Quixel may terminate this Agreement and Your license at any time with 30 days notice. Termination of the EULA will result in Your account being deactivated and Your license being terminated. Notwithstanding anything to the contrary herein, this EULA shall terminate, upon Your failure to comply with or breach of any term or provision of this EULA, and such breach has not been cured within 10 days of notice of breach by Quixel or any Third Party Service Provider. Upon expiration or termination of

this agreement You shall (i) immediately cease use of the Services and (ii) destroy all copies of the Services, plug-ins etc. within Your possession and any item containing confidential information, and all of its component parts, within Your possession, unless Your use is otherwise specifically permitted by Quixel. If Quixel terminates the Services, You will not receive a refund of prepaid Fees or purchased Points. Articles 3, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 shall survive expiration or termination of this agreement.

21. **CONFIDENTIALITY.** You acknowledge that the Services, related materials and any documentation etc., contains confidential and proprietary information. You agree to maintain the confidentiality of the Services and related materials and documentation during the term of this EULA. For a period of 10 years after expiration or termination of this EULA, You agree that the documentation shall be treated as confidential information. The Services shall be treated as confidential in perpetuity. You agree to take commercially reasonable steps to ensure that confidential information is not disclosed or distributed by You.

22. **DISCLAIMER OF WARRANTY.** QUIXEL WILL USE REASONABLE EFFORTS TO PROVIDE YOU WITH A SERVICE THAT IS FAST, RELIABLE AND ENJOYABLE. HOWEVER, QUIXEL MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE SERVICES OR INFORMATION CONTAINED THEREIN, NOR DOES IT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES OR THAT IT WILL FUNCTION IN A MANNER OR AS FAST OR EFFICIENT AS YOU MAY EXPECT OR DESIRE. THE INFORMATION CONTAINED IN THE SERVICES MAY BE INCOMPLETE, MAY CONTAIN ERRORS, OR BECOME OUT OF DATE AT ANY TIME. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY EXPRESS WARRANTIES. QUIXEL SHALL HAVE NO OBLIGATION TO CORRECT ERRORS IN, PROVIDE UPDATES FOR OR OTHERWISE SUPPORT THE SERVICES. QUIXEL RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ITS SERVICES AT ANY TIME. YOU BEAR THE RISK OF USING IT. QUIXEL DOES NOT GIVE ANY EXPRESS OR STATUTORY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS. QUIXEL ALSO EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ETC. NOTHING IN THIS AGREEMENT SHALL AFFECT THOSE STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO AS A CONSUMER AND THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY DO NOT APPLY IF AND TO THE EXTENT YOU SUSTAIN DAMAGES WHICH WERE CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF QUIXEL.

23. **LIMITATION OF LIABILITY AND REMEDIES.** UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE (UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW), SHALL QUIXEL (INCLUDING BREACH OF ANY WARRANTY HEREUNDER) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF MEGASCANS OR RELATED DOCUMENTATION OR IN CONNECTION WITH

OR ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF QUIXEL OR A QUIXEL AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF QUIXEL AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON QUIXEL UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES. IN NO EVENT SHALL QUIXEL'S AGGREGATE LIABILITY FOR ALL INCIDENTS DURING THE TERM OF THE AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. IN ORDER TO BE ENTITLED TO ANY INDEMNIFICATION OR COMPENSATION FROM QUIXEL YOU MUST (I) PROMPTLY NOTIFY QUIXEL IN WRITING OF THE CLAIMS (WHETHER OR NOT LITIGATION OR OTHER PROCEEDING HAS BEEN FILED OR SERVED), (II) GIVE QUIXEL, AT QUIXEL'S OPTION AND EXPENSE, SOLE CONTROL OVER THE DEFENCE AND/OR SETTLEMENT OF THE CLAIMS, AND (III) AT YOUR OWN EXPENSE, YOU SHALL COOPERATE WITH QUIXEL IN ALL REASONABLE ASPECTS IN CONNECTION WITH THE DEFENSE OF ANY SUCH CLAIM. QUIXEL SHALL HAVE NO LIABILITY TO YOU IN THE EVENT THAT YOU HAVE FAILED TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

24. INDEMNIFICATION. Your use of Quixel's Services constitutes Your agreement to defend, indemnify, and hold harmless Quixel, its parents and affiliates, partners, and their respective employees, contractors, officers, and directors, from and against any actions, claims, demands, liability and expenses, including reasonable attorneys' fees, arising out of Your use or misuse of Megascans and the rights granted under this Agreement. You agree that Quixel may seek and shall be entitled to injunctive, equitable, or other similar relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other available remedies without the necessity of posting a bond.

25. ARBITRATION. If You are located within the United States of America, the following applies to You: Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award

injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall prevent either party from seeking remedies in small claims court of competent jurisdiction.

26. **CLASS ACTION WAIVER.** YOU AGREE THAT ANY CLAIMS SUBJECT TO ARBITRATION UNDER SECTION 25 MUST BE MADE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

27. **CLAIMS.** YOU AND QUIXEL AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

28. **GOVERNING LAW.** (a) If You are located outside of the United States of America this Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to any principles of conflicts of law, and the parties hereby consent to the sole and exclusive jurisdiction of the courts of Sweden, with the district court of Uppsala (Uppsala Tingsrätt) as first venue, to resolve any disputes arising out of or relating to this Agreement. (b) If You are located within the United States of America, and unless otherwise required by a mandatory law of any jurisdiction, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to any principles of conflicts of law. You agree that any action arising out of or relating to this Agreement or the Services that is not subject to mandatory arbitration as set forth above in Section 25 shall be filed only in the state or federal courts in and for New York County, New York and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. (c) Notwithstanding anything to the contrary, Quixel may apply to any court of competent jurisdiction for injunctive or other equitable relief.

29. **MODIFICATION.** Quixel reserves the right, at its discretion, to update or revise the EULA at any time. Quixel will post such changes in the Services, and/or its Website, and/or communicate such changes via electronic mail or otherwise communicate such terms to You in a suitable manner decided by Quixel and these additional or revised terms will become part of the EULA effective immediately. Please check the Services, the EULA or the Website periodically for changes. Your continued use of Quixel Services constitutes Your binding acceptance of the EULA, including any changes or modifications made by Quixel as permitted above.

30. **WAIVER.** A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision

of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

31. **SEVERABILITY.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions which shall continue in full force and effect.

32. **ASSIGNMENT.** You shall not, without the prior written consent of Quixel, assign, transfer, charge, sub-contract, license or deal in any other manner with all or any of Your rights or obligations under this EULA. Quixel may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA without notice to You.

33. **NO PARTNERSHIP.** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Quixel and You. Neither party hereto shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

34. **CREDITS IN THE PRODUCTS.** You shall use best efforts to include Quixel's logo and credits in the Product, PR materials etc, for example: "Uses Megascans (TM), Copyright (c) – 2018 Quixel AB". Current versions of Quixel's logotype, credit terms etc. can be found at http://quixel.se/megascans/presskit/Megascans_Press_Kit.zip.

35. **ENTIRE AGREEMENT.** This EULA constitutes the entire agreement between the parties with respect to this specific subject matter hereof and shall not be modified except as provided in this Agreement.

36. **DISCLOSURES.** The services hereunder are offered by Quixel AB, a Swedish corporation, with registered and business offices at Stora Torget 3, S-753 20 Uppsala, Sweden, email: legal@quixel.se.

Last Updated: April 17, 2019