

## Extended Project End User Licence Agreement for .....

Please read this EULA carefully, as it sets out the basis upon which we license data for use.

Before you download the 3D Model data from our website, we will ask you to give your express agreement to the provisions of this EULA.

By agreeing to be bound by this EULA, you further agree that you and your employees will comply with the provision of this EULA.

### AGREEMENT

#### 1. Definitions

1.1 Except to the extent expressly provided otherwise, in this EULA:

**"3D Model data"** means data provided by Licensor;

**"3D Model Specification"** means the specification for the 3D Model set out in the Documentation;

**"Charges"** means those amounts that the parties have agreed shall be payable by the User to the Licensor in respect of this EULA, including the Original Licence Fee and the Extended Term Fee (if applicable);

**"Derived Product"** means product created by User, using 3D Model data. These include images, renders, visualisations, animations and/or simulations. Derived Products do not contain 3D Model data;

**"Documentation"** means the documentation for the 3D Model produced by the Licensor and delivered or made available by the Licensor to the User;

**"Effective Date"** means the date upon which the User gives the User's express consent to this EULA, following the issue of this EULA by the Licensor;

**"EULA"** means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

**"Extended Term"** means the period of 10 years commencing from the date of expiry of the Minimum Term;

**"Extended Term Fee"** means a charge for the extension of the EULA calculated at 60% of the Original Licence Fee;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Incorporated Product"** means a product created by User which contains 3D Model data. These include video games, games, simulations in Game Engines, visualisations in Game Engines and applications / software which contain 3D Model data and is distributed to customers;

**"In-house Work"** means any use of the 3D Model data in User's business offices. These include architectural studies, urban design studies, architectural design and consultancy, planning design and consultancy, environmental design and consultancy and similar;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Licensor"** means AccuCities Ltd., a company incorporated in England and Wales (registration number 10781216) having its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom;

**"Licensor Indemnity Event"** has the meaning given to it in Clause 10.1;

**"Minimum Term"** means, in respect of this EULA, the period of 60 months beginning on the Effective Date;

**"Original Licence Fee"** means the original licence fee (as set out in the Documentation);

**"Physicalization"** means any means of turning digital 3D Model data into physical objects. These include 3D Printing, vacuum moulding, CNC tooling, CNC cutting, laser cutting, laser bounding or any other technology used to make physical product from digital data;

**"Services"** means any services that the Licensor provides to the User, or has an obligation to provide to the User, under this EULA;

**"Support Services"** means support in relation to the use of the 3D Model data and the identification and resolution of errors in the 3D Model data, but shall not include the provision of training services whether in relation to the 3D Model data or otherwise;

**"Term"** means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

**"User"** means the person to whom the Licensor grants a right to use the 3D Model data under this EULA; and

**"User Indemnity Event"** has the meaning given to it in Clause 10.3.

## 2. Term

2.1 This EULA shall come into force upon the Effective Date.

2.2 The Term of this EULA shall be the Minimum Term plus any Extended Term.

2.3 Unless the Term of this EULA has been extended by the User under the terms of clause 2.4, this EULA shall terminate automatically on the expiry of the Minimum Term.

2.4 The User may extend the Term by the period of the Extended Term by giving written notice to the Licensor not less than 10 months prior to the expiry of the Minimum Term and no later than 30 days prior to the expiry of the Minimum Term.

2.5 If the User extends the Term of this EULA, the User shall pay the Extended Term Fee not later than 30 days before the expiry of the Minimum Term.

### 3. Licence

3.1 The Licensor hereby grants to the User from the date of supply of the 3D Model data to the User until the end of the Term a worldwide, non-exclusive licence to:

- (a) use the 3D Model to create an unlimited number of Derived product(s), Incorporated product(s), conduct In-house work and use 3D Model data for Physicalization;
- (b) create, store and maintain up to 3 back-up copies of the 3D Model data,

subject to the limitations and prohibitions set out and referred to in this Clause 3.

3.2 The User may not sub-license and must not purport to sub-license any rights granted under Clause 3.1 without the prior written consent of the Licensor.

3.3 Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following prohibitions:

- (a) the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the 3D Model data (or any parts of it) in any downloadable form or recreate any part of the model for further distribution to any third party that is not involved in the project referenced;
- (b) save for the purposes of creating Derived product, Incorporated product, Physicalization or conducting In-house work, the User must not alter, edit, replicate, retrace, transfer to point cloud or adapt the 3D Model data (or any parts of it);
- (c) the User must encrypt the 3D Model data to a reasonable standard used in the industry to distribute the 3D Model data (or any part of it) as part of Incorporated product;
- (d) the User must not create Incorporated product which would allow download or copy 3D Model data or which would enable users of such Incorporated product to separate the 3D model data from Incorporated product;
- (e) the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer the 3D Model (or any parts of it), resulting in 3D Model with either increased or decreased accuracy, usability and level of detail; and
- (f) the User must not use Physicalization of the 3D Model data (or any parts of it) with intent to create multiple physical objects. This includes but is not limited to Physicalization into molds, creating molds from Physicalized 3D Model data or selling / distributing Physicalized 3D Model data to customers who intend to make molds; and
- (g) the User must not use Physicalization of the 3D Model data (or any parts of it) to create digital 3D data.

This includes but is not limited to Physicalization in order to 3D scan physical 3D model into digital data or selling / distributing Physicalized 3D Model to customers who intend to 3D scan physical 3D model into digital data.

3.4 The User shall be responsible for the security of copies of the 3D Model data supplied to the User under this EULA (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

#### **4. Support Services**

4.1 The Licensor shall provide the Support Services to the User during the first 30 days of the Term.

4.2 The Licensor shall provide the Support Services with reasonable skill and care.

4.3 The Licensor may suspend the provision of the Support Services if any amount due to be paid by the User to the Licensor under this EULA is overdue, and the Licensor has given to the User at least 7 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

4.4 Either party may terminate the Support Services by giving to the other party at least 7 days' written notice

4.5 If the Support Services are terminated in accordance with the provisions of this Clause 4:

(a) the User must pay to the Licensor any outstanding Charges in respect of Support Services provided to the User before the termination of the Support Services;

(b) the Licensor must refund to the User any Charges paid by the User to the Licensor in respect of Support Services that were to be provided to the User after the termination of the Support Services; and

(c) the provisions of this Clause 4, excluding this Clause 4.5, shall cease to apply, but the other provisions of this EULA will continue notwithstanding such termination.

#### **5. No assignment of Intellectual Property Rights**

5.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

#### **6. Charges**

6.1 The User shall pay the Charges to the Licensor in accordance with this EULA.

6.2 All amounts stated in or in relation to this EULA are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the User to the Licensor.

#### **7. Payments**

7.1 The Licensor shall issue an invoice or a receipt for the Charges to the User within 5 working days of 3D Model data delivery.

7.2 The User must pay the Charges to the Licensor either in advance or within the period of 14 days following the issue of an invoice or receipt in accordance with this Clause 7.

7.3 The User must pay the Charges by PayPal, debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Licensor to the User from time to time).

7.4 If the User does not pay any amount properly due to the Licensor under this EULA, the Licensor may:

(a) charge the User interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the User pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;

(c) terminate this EULA if any amount due to be paid by the User to the Licensor under this EULA is overdue, and the Licensor has given to the User at least 7 days' written notice, following the amount becoming overdue, of its intention to terminate this EULA.

## **8. Warranties**

8.1 The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

8.2 The Licensor is not aware that use of the 3D Model data will infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

8.3 The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

8.4 Each parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA.

## **9. Acknowledgements and warranty limitations**

9.1 The User acknowledges that complex 3D Model data is never wholly free from defects, errors and discrepancies; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the 3D Model data will be wholly free from defects, errors or bugs.

9.2 The User acknowledges that the 3D Model data is only designed to be compatible with that software specified as compatible in the 3D Model Specification; and the Licensor does not warrant or represent that the 3D Model data will be compatible with any other software.

9.3 The User acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the 3D Model data; and, except to the extent expressly provided otherwise in this EULA, the Licensor does not warrant or represent that the 3D Model data or the use of the 3D Model data by the User will be fit for any particular purpose or shall not give rise to any legal liability on the part of the User or any other person.

## **10. Claims**

10.1 The User must:

(a) upon becoming aware of an actual or potential claims against the 3D Model data or the Licensor, notify the Licensor;

(b) provide to the Licensor all such assistance as may be reasonably requested by the Licensor in relation to any such claims;

(c) allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to such claims; and

(d) not admit liability to any third party in connection with such claims or settle any disputes or proceedings involving a third party and relating to the 3D Model data or the Licensor without the prior written consent of the Licensor.

10.2 The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this EULA.

## **11. Limitations and exclusions of liability**

11.1 Nothing in this EULA will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by this EULA, except to the extent permitted by law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in this EULA:

(a) are subject to Clauses 11.1 and 14.6; and

(b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

11.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

11.4 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

11.5 The Licensor will not be liable to the User in respect of any loss of revenue or income.

11.6 The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities.

11.7 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software.

11.8 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

11.9 The liability of the Licensor to the User under this EULA in respect of any event or series of related events shall not exceed the lesser of:

(a) £1,000; and

(b) the total amount paid and payable by the User to the Licensor under this EULA in the 12 month period preceding the commencement of the event or events.

## **12. Term and Termination**

12.1 The Licensor may terminate this EULA immediately by giving written notice of termination to the User if the User:

(a) commits any breach of this EULA;

(b) is dissolved;

(c) ceases to conduct all (or substantially all) of its business;

(d) is or becomes unable to pay its debts as they fall due;

(e) is or becomes insolvent or is declared insolvent; or

(f) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(g) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;  
or

(h) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this EULA).

12.2 The Licensor may terminate this EULA immediately by giving written notice to the User if:

(a) any amount due to be paid by the User to the Licensor under this EULA is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Licensor has given to the User at least 7 days' written notice, following the failure to pay, of its intention to terminate this EULA in accordance with this Clause 12.2.

## **13. Effects of termination**

13.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save

that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.1, 7.2, 7.4, 10, 11, 13, 14 and 15.

13.2 Except to the extent that this EULA expressly provides otherwise, the termination of this EULA shall not affect the accrued rights of either party.

13.3 Unless terminated by the User for good cause, the User must pay to the Licensor within 30 days following the termination of this EULA all outstanding Charges relating to the full Term of this EULA, without prejudice to any other legal rights the Licensor may possess.

13.4 For the avoidance of doubt, the licences of the 3D Model data in this EULA shall terminate upon the termination of this EULA; except and to the extent provided under clause 13.5.

13.5 Following the termination of this EULA for any reason, the User must within 30 days:

(a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the 3D Model data;

(b) irrevocably delete from all computer systems in its possession or control all copies of the 3D Model data, with the exception of copies of 3D Model data used as part of In-house work or as part of Incorporated Product which can be stored for archive and reference purposes. Archive and reference files cannot be accessed more than 5 times in any single calendar year and no new Derived Product, Incorporated Product, Physicalization Product or In-house study can be produced or conducted from them; and

(c) No new Derived Product, Incorporated Product, Physicalization Product or In-house study may be produced or conducted based on 3D Model data.

## **14. General**

14.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

14.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

14.3 This EULA may not be varied except by a written document signed by or on behalf of each of the parties

14.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.

14.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

14.6 Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

14.7 Subject to Clauses 11.1 and 14.6, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

14.8 This EULA shall be governed by and construed in accordance with English law.

14.9 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.