

SEE THREE STUDIOS NON-EXCLUSIVE LICENSE AGREEMENT (COMMERCIAL & COMMERCIAL PLUS)

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ENTERING INTO THIS AGREEMENT.

This License Agreement contains important legal terms, and Licensee acknowledges that by completing the purchase process and/or checking 'accept', Licensee has read the entire License Agreement and agrees to the terms herein. See Three Studios offers different types of license agreements and the one selected at the time of purchase applies to Licensee's use of the Licensed Design.

This License Agreement may also apply to digital content that See Three Studios makes available at no charge (e.g., for promotional purposes) only if expressly indicated during the initial download for that digital content.

If Licensee does not agree to the terms of this agreement, they will not have any right to use any design available to be licensed on seethreestudios.com.

1. Definitions

"Design" means a print, pattern, or apparel graphic and shall include all metadata, keywords, descriptions, and captions associated with that Design.

"Intellectual Property Rights" means all copyright, patents, database rights, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"License Fee" means the license fee payable for the use of the Licensed Design as set out on the Website.

"Licensed Design" means the Design to be licensed to you in accordance with the terms of this agreement.

"Non-commercial/Personal Use" is a use for solely personal purposes; any use that meets the definition of "Commercial use" cannot be a Non-commercial use.

"Commercial Use" is any use: (i) that involves an exchange of money or other consideration, (ii) that promotes a business (e.g., sole proprietorship, corporation, or partnership), product, or service, or (iii) where financial gain or other consideration is either sought or a result, directly or indirectly, of Licensee's use of the Licensed Asset. If any one or more of the criteria in (i), (ii), and (iii) is met, then the use is deemed "Commercial".

"Permitted Users (or Seats) " is the number of users (or seats) declared and paid for at the time of purchase.

"Usage Guidelines" are the guidelines governing your use of the Licensed Design.

"Website" means seethreestudios.com.

2. PARTIES TO THE LICENSE AGREEMENT

2.1 - This License Agreement is an agreement between:

(a) The "Licensee" who is the individual person or legal entity (company) indicated on the customer account during the purchase process

and

(b) See Three Studios as "Licensor."

3. Warranties

3.1 The Licensee hereby warrants:

3.1.1 They are legally able to enter into a binding contract and have the full authority and rights to enter into the terms of this Agreement.

3.1.2 The Licensee information provided at the time of purchase is accurate and complete.

3.2 See Three Studios hereby warrants:

3.2.1 It has the full authority to enter into the terms of this Agreement.

3.2.2 To its reasonable knowledge and belief, the Licensed Design does not incorporate any material that infringes the Intellectual Property Rights or any other rights of any third party, nor does it contain any obscene, blasphemous or defamatory matter.

4. License Type (Commercial & Commercial Plus)

4.1 The Licensor hereby grants the Licensee a non-exclusive, non-transferable, royaltyfree, worldwide license to use the Licensed Design(s) for Commercial Use in accordance with the Usage Guidelines.

4.2 See Three Studios offers different types of commercial license agreements and the one selected at the time of purchase applies to Licensee's use of the Licensed Design.

5. License Fee

5.1 Licensee acknowledges that the License Fee is that which is displayed on the Website when they enter into this agreement.

5.2. The License Fee is payable immediately to See Three Studios in accordance with the methods of payment set out on the Website and, upon authorization of such payment, the Licensed Design shall be available for download.

6. Usage Guidelines

6.1 This License Agreement permits Commercial or Non-commercial Use of the Licensed Design in accordance with the license type selected at time of purchase.

6.2 An "End Use" of a Design with a "<u>Commercial License Agreement</u>" means use of the Licensed Design only as expressly permitted below:

6.2.1 Physical Products for Commercial Use or Non-commercial Use: Licensee may create physical end products for resale such as, but not limited to, fabric yardage, wallpaper, tiles, home decor, etc. for Commercial or Non-commercial Use.

6.2.2 Product Packaging for Commercial Use or Non-commercial Use: Licensee may create physical end packaging products used for resale or wholesale such as,

but not limited to, boxes, labels, stickers, or containers, etc., for Commercial or Non-commercial Use.

6.2.3 Social Media, Marketing, and Advertisements: Licensee may incorporate the Licensed Design into social media posts, marketing collateral, and/or local advertisements for Commercial or Non-commercial Use (where Non-commercial Use is applicable). One (1) Licensee owned and managed company social media account is allowed for Commercial use or one (1) personal or individual social media accounts for Non-commercial use. There is no limit on the number of impressions of social media posts or local advertisements incorporating the Licensed Design for Commercial or Non-commercial use (where Non-commercial Use is applicable).

6.2.4 Quantity Limitations on End Products for Commercial Use: No more than 300 lifetime combined individual end products or packaging sales, instances, impressions, or installations (as applicable) that incorporate the Licensed Design is permitted for Commercial Use. Consider an extended commercial license or contact See Three Studios for a custom license if Licensee requires greater quantities for Commercial use.

6.3 An "End Use" of a Design with a "<u>Commercial Plus License Agreement</u>" means use of the Licensed Design only as expressly permitted below:

6.3.1 Physical Products for Commercial Use or Non-commercial Use: Licensee may create physical end products for resale such as, but not limited to, fabric yardage, wallpaper, tiles, home decor, etc. for Commercial or Non-commercial Use.

6.3.2 Product Packaging for Commercial Use or Non-commercial Use: Licensee may create physical end packaging products used for resale or wholesale such as, but not limited to, boxes, labels, stickers, or containers, etc., for Commercial or Non-commercial Use.

6.3.3 Social Media, Marketing, and Advertisements: Licensee may incorporate the Licensed Design into social media posts, marketing collateral, and/or local advertisements for Commercial or Non-commercial Use (where Non-commercial Use is applicable). One (1) Licensee owned and managed company social media account is allowed for Commercial use or one (1) personal or individual social media accounts for Non-commercial use. There is no limit on the number of impressions of social media posts or local advertisements incorporating the Licensed Design for Commercial or Non-commercial Use (where Non-commercial Use is applicable).

6.3.4 Quantity Limitations on End Products for Commercial Use: No more than 5000 lifetime combined individual end products or packaging sales, instances, impressions, or installations (as applicable) that incorporate the Licensed Design is

permitted for Commercial Use. Contact See Three Studios for a custom license if Licensee requires greater quantities for Commercial Use.

6.4 Broadcast and Streaming: Broadcast and streaming via network, cable, internet, satellite, pay-per-view, video on demand or streaming of motion picture and audio/visual works, including advertisements, is permitted for Commercial use and Non-commercial use. No more than 500,000 lifetime viewers for Commercial use and no limit for streaming via the internet for Non-commercial use.

6.5 Sublicensing to third parties is prohibited with limited exceptions for clients and service providers.

Licensee may sublicense Licensee's rights to third parties in only three situations:

6.5.1 To manufacture, market, or distribute completed End Uses (defined above) that use the Licensed Design (as expressly permitted herein) when done on behalf of Licensee, provided that the sublicense may only be granted on condition that the sublicensee is prohibited from extracting, reproducing or using the Licensed Design in any other way and Licensee shall at all times ensure compliance with the terms of this License Agreement by the sublicensee and remain liable hereunder for any non-compliance. For example, Licensee may use distributors to manufacture or distribute physical products for resale or product packaging; similarly, Licensee may use third party providers, such as website publishers to display completed digital advertisements;

6.5.2 To a service provider serving as Licensee's subcontractor to provide services to Licensee provided that (i) Licensee shall at all times ensure compliance with the terms of this License Agreement by the sublicensee and remain liable hereunder for any non-compliance and (ii) Licensee has purchased a sufficient number of seats for the Licensed Design Licensee (e.g., each individual person requires a license as stated above); and

6.5.3 To a client of Licensee where Licensee transfers to that client a completed End Use (defined above, such as a completed website, advertisement, product, or product packaging). In this instance, the sublicense may only be granted on condition that the sublicensee is prohibited from extracting, reproducing or using the Licensed Design in any way other than is necessary in order to exploit the End Use that Licensee provides to the client. Licensee shall at all times ensure compliance with the terms of this License Agreement by the sublicensee and remain liable hereunder for any non-compliance.

6.6 Making public or sharing the Licensed Design in any way that allows others to download, extract, or redistribute Licensed Design as a standalone file (meaning just the content file itself, separate from the project or end use that is expressly permitted) is strictly prohibited.

7. Restrictions and Limitations

7.1 This agreement and its terms are non-negotiable.

7.2 The Licensor retains all rights not explicitly granted to the Licensee in this agreement.

7.3 This agreement constitutes the agreement between both Parties, and no additional terms or conditions shall be binding upon either Party unless agreed upon in writing by both Parties.

7.4 The Licensee agrees to not use the Licensed Design in any defamatory, libelous, or pornographic manner or in any way which could reasonably be said to be competitive with or damage See Three Studio's business.

7.5 The Licensee shall not transfer the license to any other person or entity without the written consent of the Licensor.

7.6 The Licensee may not resell, republish, redistribute or otherwise make the Licensed Design available to any third party.

8. Intellectual Property Rights

8.1 The Licensor reserves all rights, title, interest, and copyright of the Licensed Design.

8.2 The Licensee acknowledges that it does not acquire any right, title, or interest in or to the Licensed Design owned by the Licensor.

8.3 The Licensor reserves all other rights, and no other use of the Licensed Design is allowed except as set forth herein.

9. Limitation of Liability

9.1. The Licensed Design has not been created to meet the individual requirements of the Licensee. It is the sole responsibility of the Licensee to satisfy, prior to entering into this agreement, that the Licensed Design will meet their requirements. See Three Studios makes no warranty on the suitability of the Licensed Design for individual requirements.

9.2. While See Three Studios makes all reasonable attempts to exclude viruses from the Licensed Design, it cannot ensure such exclusion and no liability is accepted for viruses. As such, the Licensee is recommended on receipt to thoroughly scan the Licensed Design and insure against any associated risk.

9.3. To the fullest extent permitted by law, See Three Studios shall not be liable to the Licensee for any costs, expenses, loss, or damage (whether direct, indirect, or

consequential and whether economic or other) arising from the Licensee's exercise of the rights granted under this agreement.

10. Indemnity

10.1 The Licensee shall indemnify See Three Studios against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by See Three Studios arising out of or in connection with any breach by Licensee of the terms of this agreement, in particular any use of the Licensed Design which either breaches the Usage Guidelines or any use that is not expressly permitted therein.

11. Term and Termination

11.1 This agreement will become effective upon payment of the License Fee and shall remain in full effect as long as the Licensee complies with the terms.

11.2 The Licensor may terminate this agreement if the Licensee breaches any of its terms or conditions upon written notice to the Licensee.

11.3 Upon termination, all rights granted by this agreement will immediately cease. The Licensee must immediately destroy any files of the Licensed Design or otherwise remove them from their possession.

12. Miscellaneous

12.1. See Three Studios shall be entitled to assign or license all the rights granted to it under this agreement to any third party without notice to Licensee. The Licensee may not assign or sub-license their rights under this agreement.

12.2. All notices required to be sent to See Three Studios under this License Agreement should be sent via email to <u>licensing@seethreestudios.com</u>. All notices to Licensee will be sent via email to the address provided by Licensee during account creation or purchase.

12.3. If any provision or part-provision of this agreement is or becomes illegal, invalid, or unenforceable, it shall be severable from this agreement, and the remaining portions shall remain in full force and effect. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.4. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

12.5. All matters relating to Licensed Design and the License Agreement and any dispute or claim arising therefrom or related thereto (in each case, including, without limitation, non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, the Licensed Design or this License Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington and King County. However, See Three Studios retains the right to bring any suit, action or proceeding against Licensee for breach of this Licensee Agreement in Licensee's country of residence or any other relevant country. Licensee waives any and all objections to the exercise of jurisdiction over Licensee by such courts and to venue in such courts to the maximum extent permitted by law.

12.6 See Three Studios may modify this License Agreement by posting an updated version on the website. The then current version of the License Agreement posted at the time of purchase shall apply to purchases (even if the Licensed Asset is downloaded after the License Agreement is updated). Updated versions of the License Agreement shall not apply retroactively to prior purchases unless either (1) Licensee is notified of its option to apply the updated terms to prior purchases and expressly agrees (e.g., via clicking "Agree") or (2) such modification (i) does not adversely affect any rights of Licensee and (ii) See Three Studios notifies Licensee of the changes and that they will apply retroactively (e.g., via email to the address on file).

12.7 Unless the context requires otherwise, in any part of this License Agreement: (i) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; and (ii) use of the singular imports the plural and vice versa. This License Agreement shall not be interpreted against the drafting party.