

#### Interactive Data Visualization, Inc.

#### SPEEDTREE MODEL LIBRARY COMPONENTS END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT (the "<u>EULA</u>") is a legal agreement between you (either an individual or a single entity) (collectively "<u>You</u>") and Interactive Data Visualization, Inc., a South Carolina corporation with offices at 5446 Sunset Boulevard, Suite 201, Lexington, South Carolina 29072 ("<u>IDV</u>"), for the Licensed Model Library Components. "Licensed Model Library Components" means the specific library of Procedural Model Files, Meshes and Textures which You have specifically licensed under this EULA for use with the SpeedTree® Architect software product, SpeedTree® Studio software product, SpeedTree® Cinema software product, SpeedTree® for Unity software product or SpeedTree® For Unreal Engine 4 Subscription software product (the "Software"). You acknowledge that you must have entered into a valid end user license and use of the Licensed Model Library Components under this EULA; provided however that You may use the Licensed Model Library Components in connection with creating a Licensed Production (as defined below and permitted below) for exclusive use with the Unity Software licensed by Unity Technologies ("Unity") or the Unreal Engine 4 Subscription software to the "SpeedTree for Unity" or "SpeedTree® For Unreal Engine 4 Subscription") without obtaining a license to the "SpeedTree for Unity" or "SpeedTree® For Unreal Engine 4 Subscription"

BY DOWNLOADING, INSTALLING, RUNNING, EXECUTING, OR OTHERWISE USING THE LICENSED MODEL LIBRARY COMPONENTS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND TO THE TERMS OF THIS EULA, PLEASE DO NOT DOWNLOAD, INSTALL, RUN, EXECUTE, ACCEPT, USE OR PERMIT OTHERS TO DOWNLOAD, INSTALL, RUN, EXECUTE, ACCEPT, OR OTHERWISE USE THE LICENSED MODEL LIBRARY COMPONENTS. YOU ARE ENTITLED TO A FULL REFUND WITHIN FIFTEEN (10) DAYS OF MAKING FULL PAYMENT TO IDV FOR A LICENSE TO THE LICENSED MODEL LIBRARY COMPONENTS; PROVIDED, HOWEVER, THAT YOU MUST ALSO PERFORM, OR AS APPLICABLE AGREE THAT IDV MAY PERFORM, THE "TERMINATION PROCEDURE" AS DETAILED TO YOU IN WRITING BY IDV AT TIME OF TERMINATION AS FURTHER DESCRIBED IN "SECTION III: TERMINATION" BELOW.

#### I. GRANT OF LICENSE; RESTRICTIONS

A. Limited License. Subject to the terms and conditions contained in this EULA (including IDV's right to terminate as set forth herein), IDV hereby grants to You a non-exclusive, non-transferable, and non-sublicenseable license to use the Licensed Model Library Components solely in connection with the Software as permitted by the Software EULA (or in the limited case where a license to "SpeedTree for Unity" or "SpeedTree® For Unreal Engine 4 Subscription" Software is not required, solely in connection with a valid license to Unity or UE4 Subscription) to create a Licensed Production, which may include (to the extent not limited by the functionality of the Software or in the case of "SpeedTree for Unity" or "SpeedTree® For Unreal Engine 4 Subscription" Software to the extent possible without a license to such Software) using the Procedural Model Files and Meshes in the Licensed Model Library Components to create one or more Licensed Productions, modifying a Procedural Model File in the Licensed Model Library Components to create another or modified Procedural Model File for use to create one or more Licensed Productions, and inputting the Textures in the Licensed Model Library Components into the Software for processing in connection with the creation of a Procedural Model File. Your rights to use the Licensed Model Library

Components are subject to all further restrictions as specified in the applicable Software EULA, and the Licensed Model Library Components upon license by You hereunder shall be deemed part of the Model Library as defined in the Software EULA you entered into. "Licensed Productions" shall have the meaning specified in the Software EULA and unless amended in the Software EULA means an unlimited number of offline or rendered animation video productions such as feature movies, television shows or commercials, or any other similar video productions, as well as any still images, screenshots or the like derived or resulting from Licensed Productions, but which shall not be an interactive or a real-time production such as a video game, training application or interactive simulation; provided however that in the limited circumstance where You are permitted to use the Licensed Model Library Components with Unity or UE4 Subscription without obtaining a license to the "SpeedTree® for Unity" or "SpeedTree® For Unreal Engine 4 Subscription" Software, "Licensed Productions" shall mean an unlimited number of interactive or real-time applications such as video games, training applications or interactive simulations and offline or rendered animation video productions such as feature movies, television shows or commercials, or any other similar video productions, which in each case are created exclusively with the use of the Unity or UE4 Subscription and (ii) any still images, screenshots or the like derived or resulting from Licensed Productions. A "Mesh" means a threedimensional digital model derived from a Procedural Model File and readable without the Software and which is contained in the Licensed Model Library Components and that represents either an actual or imaginary species of vegetation, including but not limited to trees, flowers, palms, cacti, weeds, grass, food crops, and fantasy vegetation creations. A "Procedural Model File" means a three-dimensional digital model contained in the Licensed Model Library Components and which is readable only by the Software and that represents either an actual or imaginary species of vegetation, including but not limited to trees, flowers, palms, cacti, weeds, grass, food crops, and fantasy vegetation creations. "Textures" mean images used as an input to the Software and which represent leaves, bark and other tree or vegetation features and which are part of the Licensed Model Library Components.

**B.** No Sale. You acknowledge and agree that this copy of the Licensed Model Library Components has been licensed to You pursuant to the terms and conditions of this EULA and that such copy of the Licensed Model Library Components has not been sold to You. In addition, You acknowledge that this copy of the Licensed Model Library Components is not subject to the "first sale" doctrine as that term is defined in United States Copyright laws.

**C. RESTRICTIONS.** YOU AGREE (I) NOT TO COPY, TRANSFER, ASSIGN, RENT, RESELL, DISTRIBUTE OR USE THE LICENSED MODEL LIBRARY COMPONENTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THIS EULA, (II) NOT TO REMOVE ANY COPYRIGHT NOTICE, TRADEMARK NOTICE, AND/OR OTHER PROPRIETARY LEGEND OR INDICATION OF CONFIDENTIALITY SET FORTH ON OR CONTAINED IN THE LICENSED MODEL LIBRARY COMPONENTS, (III) NOT TO USE THE LICENSED MODEL LIBRARY COMPONENTS IN ANY MANNER THAT VIOLATES THE LAWS OF THE UNITED STATES OR ANY OF ITS STATES OR TERRITORIES; (IV) NOT TO DISTRIBUTE ANY PORTION OF THE LICENSED MODEL LIBRARY COMPONENTS AS A STAND-ALONE PRODUCT; AND (V) TO REFRAIN FROM USING THE LICENSED MODEL LIBRARY COMPONENTS FOR ANY PURPOSE OTHER THAN AS EXPRESSLY AUTHORIZED IN THIS EULA. FURTHER, YOU MAY NOT DISTRIBUTE, SUBLICENSE, SELL, ASSIGN, PLEDGE, TRANSFER OR OTHERWISE PROVIDE THE LICENSED MODEL LIBRARY COMPONENTS TO ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING, YOU MAY NOT IMBED OR INCORPORATE ANY PORTION OF THE LICENSED MODEL LIBRARY COMPONENTS INTO ANY LICENSED PRODUCTION OR ANY OTHER PRODUCTION, PRODUCT OR SOFTWARE.

**D.** Confidential and Proprietary Information. Without the prior written consent of IDV, You shall not at any time, either personally or by means of third parties, make any statement or disclosure or supply any information or material (including, without limitation, the Licensed Model Library Components or any portion thereof) to any third party (other than IDV's agents at IDV's direction) or to the public relating to any matter arising hereunder or to the affairs of IDV coming within Your knowledge by reason of this EULA (collectively, the "<u>Confidential and Proprietary Information</u>"). All Confidential and Proprietary Information is and shall remain the sole property of IDV. You agree to take all reasonable precautions to

prevent any unauthorized disclosure of any Confidential and Proprietary Information and, in any event, shall use Your best efforts to protect the confidentiality of the Licensed Model Library Components. The terms of this EULA are deemed Confidential and Proprietary Information of IDV. Upon IDV's request, or upon the termination or expiration of this EULA, You shall return all Confidential and Proprietary Information (including any copies, summaries, extracts, and other forms thereof) within Your possession or control and within the possession or control of Your employees and representatives. ALL CONFIDENTIAL AND PROPRIETARY INFORMATION IS PROVIDED ON AN "AS-IS" BASIS. IDV does not make any representation or warranty as to the accuracy or completeness of the Confidential and Proprietary Information or any component thereof. No license of any intellectual property rights, or any other rights, is granted by any disclosure of Proprietary Information. In addition to, and not in lieu of the termination provisions set forth in Section III, You agree that, in the event of a threatened or actual breach of a provision of this EULA by You, (a) monetary damages alone will be an inadequate remedy, (b) such breach will cause IDV great, immediate, and irreparable injury and damage, and (c) IDV shall be entitled to seek and obtain, from any court of competent jurisdiction (without the requirement of the posting of a bond, if applicable), immediate injunctive and other equitable relief in addition to, and not in lieu of, any other rights or remedies that IDV may have under applicable laws.

**E. Conflicts.** You agree that this EULA shall prevail over any terms and conditions of any purchase order, acknowledgment form, or other instrument. Any additional, different, or conflicting terms in any purchase order, acknowledgement form, or other instrument shall be deemed objected to by IDV without need of further notice of objection, and shall be of no effect or in any way binding upon IDV.

**F.** Use of Information. By installing the Licensed Model Library Components, you grant permission for IDV to collect and use certain information. You acknowledge that you have reviewed the IDV Privacy Policy, which describes IDV's practices with respect to the collection, use and disclosure of information in connection with your use of the Licensed Model Library Components. A copy of the Privacy Policy is available on the www.speedtree.com website. IDV reserves the right to change the provisions of its Privacy Policy from time to time. IDV will post any changes to the Privacy Policy on the www.speedtree.com website. Your use of the Licensed Model Library Components following the posting of such changes to the Privacy Policy will constitute your acceptance of any such changes.

# II. TITLE

IDV reserves all rights not expressly granted to you in this EULA. You agree that IDV and/or its licensors own all right, title, interest, and intellectual property rights in and to the Licensed Model Library Components and in all patents, trademarks, trade names, inventions, copyrights, know how and trade secrets, and any related applications or extensions, relating to the design, manufacture, operation or service of the Licensed Model Library Components. All modifications, adaptations, changes, or additions made to the Licensed Model Library Components shall be the sole and exclusive property of IDV and shall be considered a part of the Licensed Model Library Components, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto.

### III. TERMINATION

IDV may terminate this EULA at any time in its sole discretion. Upon such termination or in the event You request and are entitled to a refund, You shall perform, or as applicable IDV may perform, those steps specified in writing by IDV (the "Termination Procedure") at the time of termination. The Termination Procedure may include any or all of the following steps, or any other steps as IDV may establish from time to time at its sole discretion: (i) Use of one or more digital keys provided by IDV to deactivate the Licensed Model Library Components on each PC where the Software has been installed; (ii) Return to IDV of one or more digital keys generated by IDV and confirming deactivation; (iii) Prompt erasure, deletion, or removal of the Model Library Components from any and all PCs; (iv) Destruction of all results, proceeds and printed

documentation generated through the use of the Licensed Model Library Components; (iv) Return of the Licensed Model Library Components, if applicable, to place of purchase, and; (v) Written certification to IDV that You have completed the Termination Procedure. Within a reasonable period of time after such termination, if such termination was solely for IDV's convenience, IDV shall refund the license fees for the Licensed Model Library Components. IDV will reduce any such refund on a five (5) -year straight-line depreciation basis.

## IV. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MODEL LIBRARY COMPONENTS ARE PROVIDED "AS IS", AND IDV DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE LICENSED MODEL LIBRARY COMPONENTS AND USE OF THE LICENSED MODEL LIBRARY COMPONENTS (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE LICENSED MODEL LIBRARY COMPONENTS (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE). SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT IDV HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MODEL LIBRARY COMPONENTS OR THE FUNCTIONALITY THEREOF AND HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO. IN ADDITION, YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE LICENSED MODEL LIBRARY COMPONENTS, AND THAT IDV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FITNESS OF THE LICENSED MODEL LIBRARY COMPONENTS FOR ANY PURPOSE.

### V. NO SUPPORT

Nothing in this EULA shall obligate IDV to provide any support for the Licensed Model Library Components. IDV may, but shall be under no obligation to, correct any defects in the Licensed Model Library Components and/or provide updates to You of the Licensed Model Library Components. You shall promptly report to IDV any defects You find in the Licensed Model Library Components to aid IDV in creating improved revisions of such items.

### VI. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IDV BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FOR INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT, ERROR, OR IN CONNECTION WITH YOUR ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE LICENSED MODEL LIBRARY COMPONENTS, EVEN IF IDV OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, AND WITHOUT LIMITING ANY OTHER RIGHTS, REMEDIES, LIMITATIONS, OR RESTRICTIONS IN THIS EULA OR UNDER LAW, IDV WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS EULA UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, AT LAW OR IN EQUITY, FOR ANY AMOUNTS AGGREGATING IN EXCESS OF AMOUNTS PAID TO IT UNDER THIS EULA IN THE TWELVE (12) MONTH PERIOD BEFORE THE CAUSE OF ACTION AROSE.

### VII. INDEMNITY

You hereby agree to indemnify, protect, defend and hold IDV harmless from and against any and all claims, losses and damages, including without limitation, reasonable attorneys' and experts' fees and disbursements, (a) which may at any time be asserted against IDV by any party for Your failure to perform any of the covenants, agreements, terms, provisions or conditions contained in this EULA, (b) by any party by reason of Your use or misuse of the Licensed Model Library Components, or (c) resulting from any failure by You to comply with any term or condition of this EULA. The provisions of this Section VII shall survive the expiration or earlier termination of the EULA.

### VIII. EXPORT RESTRICTIONS

You acknowledge that the Licensed Model Library Components is of United States origin and subject to United States export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Licensed Model Library Components and/or to the export of technical data, including the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments.

### IX. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

The Licensed Model Library Components are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, for purposes of Federal Acquisition Regulations ("FAR") 12.212 and the Defense FAR Supplement ("DFARS") 227.7202-1, 227.7202-3, and 227.7202-4, and the restrictions set forth in such regulations, and this EULA shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Model Library Components by any agency, department or entity of the United States Government (the "Government") shall be governed solely by the terms of this EULA and is prohibited except to the extent expressly permitted by the terms of this EULA. The Licensed Model Library Components are also deemed to be "restricted computer software" for purposes of FAR 52.227-14 and FAR 52.227-19, which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above. Any technical data provided that is not covered by the above provisions is deemed to be "technical information related to commercial computer software or commercial computer software documentation" for purposes of FAR 12.212 and the restrictions set forth therein, and is deemed to be "technical data or information related or pertaining to commercial items or processes" developed at private expense for purposes of DFARS 227.7102-1 and 227.7102-2 and the restrictions set forth therein, and this EULA shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display or disclosure of such technical data by the Government shall be governed solely by the terms of this EULA and is prohibited except to the extent expressly permitted by the terms of this EULA. Such technical data is also deemed to be "limited rights data" as defined in FAR 52.227-14, which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above. Such technical data shall also be deemed to be "technical data" for purposes of DFARS 252.227-7015, which clause is incorporated herein by reference subject to the express restrictions and prohibitions set forth above. You shall not provide the Licensed Model Library Components or the technical data to any party, including the Government, unless such third party accepts the same restrictions. You are responsible for ensuring that the proper notice is given to all such third parties and the Licensed Model Library Components and the technical data are properly marked with the required legends.

# X. GOVERNING LAW

This EULA shall be governed by the laws of the State of South Carolina, without reference to conflicts of laws principles. In addition, this EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA), and the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Any dispute under this EULA shall be litigated exclusively in the state or federal courts in Columbia, South Carolina.

### XI. MISCELLANEOUS

You may not assign this EULA without the prior written consent of IDV. This EULA is the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior agreements or understandings regarding its subject matter. If any provision of this EULA shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. Any modification or waiver to this EULA must be in writing and signed by both parties. The language of this EULA shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this EULA or any specific term or conditions hereof. This EULA shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder. Nothing in this EULA shall be deemed to create any type of agency, joint venture, or partnership relationship between the parties. Neither Party shall have any right or authority to bind or obligate the other in any manner to any third party. IDV shall not be liable for any loss, damage, or penalty resulting from unavoidable delays or failures in performance resulting from acts of God or other causes beyond its control. In addition to any other payments due under this EULA, You agree to pay, and to indemnify and hold IDV harmless from, any sales, use, excise, import or export, value added or similar tax or duty not based on IDV's net income, including any penalties and interest, as well as any costs associated with the collection or withholding thereof; and all governmental permit fees, license fees and customs and similar fees levied upon the delivery by IDV of the Licensed Model Library Components, which IDV may incur in respect of this EULA. In the event of any legal proceeding between the parties arising out of or related to this EULA, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including reasonable attorneys' and expert witness' fees) incurred in any such proceeding.

Please print by opening an internet browser to:

http://www.speedtree.com/downloads/Licensed Model Library Components EULA.pdf

and save a copy of this EULA for Your records.