

AnimSchool Rig User Agreement
Updated 3/21/16

LIMITED LICENSE - TERMS AND CONDITIONS

1. Definitions

- a. "AnimSchool" or "we" refers to the registered business "AnimSchool LLC," and/or its successor or affiliated company(s).
- b. The "Character(s)" refer to any and all copyrightable or non-copyrightable parts or elements of the 3D asset(s), including but not limited to, the 3D software files, the design, the look, the modeling, the name, and the rigging or articulation, along with any other unique and/or protectable aspect or element of the Character(s).
- c. The "Tool(s)" refer to any and all copyrightable or non-copyrightable parts or elements of the 3D software plug-in(s) or script(s), including but not limited to, the 3D software files, the design, the name, along with any other unique and/or protectable aspect or element of the Tool(s).
- d. "You" refers to each licensee or recipient of the Character(s) and/or Tool(s). "You" may be individuals or organizations.
- e. To "modify" the Character or Tools means to copy from, modify or adapt all or part of the work in any fashion requiring copyright or other permission from AnimSchool, other than the making of an exact copy. The resulting work is a "modified version" of the earlier work.
- f. To "convey" a work means any kind of sale or distribution that enables other parties to make or receive copies.
- g. "Online Learning" refers to classes conducted and/or pre-recorded lectures or learning materials delivered digitally, over a network or the internet.
- h. "Traditional Learning" refers to classes conducted in-person at a school, college, university, workshop, or learning center.

2. Limited Use License: Unless and until terminated by AnimSchool, AnimSchool hereby grants You a personal, non-transferable and non-exclusive right to use the Character(s) and/or Tool(s) under the terms and conditions provided for herein.

3. Limited Warranty:

- a. AnimSchool warrants only that (i) it is the sole and legitimate owner of The Character and The Tool and (ii) that it has the right to license such product to You.
- b. Neither AnimSchool nor any third parties provide any other warranty or guarantee as to non-infringement, performance, completeness, merchantability or suitability of the Character and/or Tool and related materials, for any particular purpose. AnimSchool and/or other parties provide the Character and Tool "as is" without warranty of any kind, either expressed or implied. You acknowledge that such software files and materials may contain inaccuracies or errors, and we expressly disclaim liability for any such performance, inaccuracies or errors to the fullest extent permitted by law. Furthermore, AnimSchool shall have no obligation of any kind to You regarding a claim of infringement or any other misuse of the Character or Tool arising from Your use of The Character or Tool in breach of this License.

4. Liabilities:

- a. Your use of The Character and/or Tool or associated materials is entirely at Your own risk, for which AnimSchool shall not be liable. It shall be Your own responsibility to ensure that the Character or Tool meets Your specific requirements.
- b. In no event will AnimSchool be liable to You for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Character or Tool, including, without limitation, loss of business or profits, even if we receive notice in advance that these kinds of damages might result.

5. Basic Permissions: All rights granted under these terms affirm Your permission to use the Character and/or Tool in any and all permitted ways.

- a. You may use The Character/Tool in any educational or commercial application, with the exception of the unpermitted uses described below.
- b. Use of The Character/Tool is permitted for non-students.
- c. Use of The Character/Tool is permitted for students of any traditional school, college, university, workshop, or learning center, provided the classes are conducted in-person and constitute "Traditional Learning" not "Online Learning".

6. Unpermitted Uses: Your unauthorized use of The Character/Tool may give rise to a claim for damages. Unpermitted Uses include the following:

- a. For any Online Learning, except that provided by AnimSchool, any use of the Character/Tool is prohibited. With the exception of use with AnimSchool itself, You may not use the character/tool in conjunction with any other Online Learning, including an online school, college, university, workshop, or learning center, or any online component of a traditional school, college, university, workshop, or learning center.
- b. You may not use the Character/Tool for or in connection with any animation, picture, content, production, or purpose which:
 - i. is pornographic, sexually explicit, lewd, obscene, or excessively violent,
 - ii. promotes or condones illegal activities, or
 - iii. incites hate or violence against an ethnic or religious or other protected group.
- c. AnimSchool reserves the right to judge what usage may fall into those categories. You may contact AnimSchool if a particular use is in question.
- d. For any Unpermitted Use, you are not granted any rights under this License, and You may not download, possess, use, animate, study, disassemble, reverse engineer, modify, or convey the Character/Tool for any such Unpermitted Use.
- e. By special arrangement, students enrolled in some The Animation Collaborative workshops (<http://www.animationcollaborative.com/>) are permitted to access and use certain of AnimSchool Character rigs in their assignments, as provided by AnimSchool and The Animation Collaborative. After completion of a workshop at The Animation Collaborative, students will continue to have access to the rigs that were provided during their time at The Animation Collaborative, but will not have continued access to AnimSchool accounts and therefore will not

receive access to any new Character rigs. The Animation Collaborative students may not combine AnimSchool Character rigs and rigs from competing schools and Character rig providers in an assignment or animation.

7. Attribution: You agree to prominently attribute the source of the Character in each permitted use, either on the screen during any presentation, image, or animation, or in the credits at the beginning or end of any production or use of the Character. The attribution should say: "Character courtesy of AnimSchool.com". Attribution need not be made for use of AnimSchool Tool(s).

8. Distribution: You may not sell, distribute or otherwise convey the Character/Tool to others. You agree to make every reasonable effort to keep others from accessing the files from your computer(s), including but not limited to emailing, file sharing, peer-to-peer file sharing, or providing others an unauthorized weblink (one not provided by AnimSchool).

9. Modifications: You may make any modifications to the Character for your personal use, provided it is not an Unpermitted Use, providing You prominently attribute AnimSchool as the source of The Character, as indicated above. You may not sell, distribute or otherwise convey modifications to others, without express written permission from AnimSchool, which may be withheld in its sole and absolute discretion. In order to distribute modified versions of the Character, You may first send the modified version of the Character to AnimSchool for any possible further distribution. See below for more information.

10. Conveying Verbatim Copies: You may not distribute or convey verbatim (exact) copies of The Character/Tool.

11. Conveying Modified Copies: You may not sell, distribute or otherwise convey modified copies of the Character/Tool, without express written permission from AnimSchool. In order to distribute modified versions of the Character, you may send the modified version of the Character to AnimSchool for possible distribution at animschool.com. Send any inquiries or modified Character files via email to charactermods@animschool.com.

12. Third Party Source Code: The Character may include third party programs called abxPicker (and abxPicker2011). This is a GUI used by the "Maya" version of The Character before the AnimSchool Picker was developed. These files are provided by the permission of the author, Adam Burke, to users of AnimSchool character rigs, and their use is covered by their own license. For more information, see: <http://www.creativecrash.com/users/j-adam-burke>

13. Termination: You may use the Character/Tool as expressly provided under this License. Any Unpermitted Use or prohibited conveying of the Character/Tool will automatically terminate your rights under this License and subject You to penalties allowed under all applicable laws.

14. Dispute Resolution: Any controversy or claim arising out of or relating to this License, or the breach thereof, shall be settled by arbitration in Utah County, UT, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to attorney's fees.

15. Severability: If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

16. Modification and Waiver: A modification or waiver of the provisions of this License shall be effective only if made in writing. The failure of Animschool to insist upon strict performance of any of the provisions of this License shall not be construed as a waiver of AnimSchool's rights arising out of any subsequent default of the same or similar nature.

17. Assignability: You shall not be entitled to assign Your rights or obligations under this License without the written consent of AnimSchool.

18. Compliance with Laws: You agree that, in using The Character/Tool under the terms and condition of this License, You shall comply with all Applicable Laws. As used herein, "Applicable Laws" shall mean any statute, law, ordinance, regulation, requirement, order or rule of any state or the federal government or any state or federal governmental agency or regulatory body, or any state or federal governmental or administrative interpretation of any laws, rules or regulations all to the extent applicable to the products, services or obligations described in this License.

19. Governing Law: This License, and any dispute relating to or arising out of it, shall be governed by the laws of the state of Utah, without regard to that state's conflicts of law provisions.

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