



TAVSHANDE.COM Content License Agreement

This TavShande.com Content License Agreement (“Agreement”) applies to your use of certain digital content made available to you by TavShande.com (“Licensed Content”). All Licensed Content you download or use is governed by this Agreement.

This Agreement is a legal document detailing your rights and obligations related to using Licensed Content. By downloading or using Licensed Content, you are agreeing to be bound by the terms of this Agreement. You enter into this agreement with each Content Licensor whose Licensed Content you download or use. If you do not or cannot agree to the terms of this Agreement, do not complete a download or use Licensed Content.

When we say, “you,” “your,” or “yourself,” we mean you as an individual or the legal entity exercising rights under this Agreement through you. When we say “Content Licensor,” “we” or “us,” we are referring to TavShande.com, unless a party other than TavShande.com is identified as the Content Licensor when you access Licensed Content. When we say “TavShande.com” we are referring to the TavShande.com entity for your region, as detailed in Section 9.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND TAVSHANDE.COM AGREE TO RESOLVE DISPUTES ONLY IN YOUR INDIVIDUAL CAPACITIES AND NOT AS PART OF A CLASS ACTION (SEE SECTION 15). YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ARE ALSO AGREEING TO CONTRACTUAL TERMS THAT WILL LIMIT SOME OF YOUR LEGAL RIGHTS, INCLUDING A DISCLAIMER OF WARRANTY, AN EXCLUSION OF CERTAIN KINDS OF DAMAGES, AND A LIMITATION OF LIABILITY.

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The Licensed Content

1. What Content Is Being Licensed to You

Licensed Content includes any content that is made available to you by a Content Licensor under the terms of this Agreement. This includes, for example, content made available to you by TavShande.com through the TavShande.com Marketplace, Gumroad, TavShande.com, Ko-fi.com, Unreal Engine Marketplace, and FAB.com.

2. How You Can Use the Licensed Content

We grant you a non-exclusive, non-transferable, non-sublicensable license to privately use, reproduce, display, perform, and modify the Licensed Content in accordance with the terms of this Agreement (the "License"). This means that as long as you are not violating this Agreement, such as by using the Licensed Content in violation of any applicable law or regulation or for any unlawful purpose, you can privately use the Licensed Content however you want. If you want to share the Licensed Content or anything you make with it, Sections 3 and 4 addresses when and how you can do that.

3. How You Can Share Projects You've Made with the Licensed Content

If you develop projects that combine the Licensed Content with any other software or content, regardless of how much or little of the Licensed Content is used (collectively "Projects"), you may only Distribute those Projects as expressly permitted under this Agreement.

"Distribute" means, with respect to a Project, to provide or otherwise make a copy of the Project available publicly or to any other person or entity or make the Project's functionality available on a network.

a. Use by End Users, Publishers, and Distributors

You may Distribute Licensed Content incorporated in object code format only as an inseparable part of a Project to end users.

When you Distribute a Project to end users, you may permit end users to use, reproduce, display and publicly perform the Licensed Content, solely (1) as incorporated in the Project in object code as an inseparable part of the Project, (2) to the extent necessary for end users to make permitted uses of the Project, and (3) pursuant to an end user license agreement that explicitly disclaims any representations, warranties, conditions, and liabilities related to the Licensed Content. You may permit your publishers and distributors to market and Distribute a Project on your behalf, but only to the extent that you are permitted to make such Distribution yourself under this Section 3, and such Distribution will be subject to the terms of this Agreement.

This means, for example, you may Distribute software applications (such as video games) that include Licensed Content to the general public, whether directly by you or through a distributor or publisher.

b. Linear Media (e.g., Rendered Video Files)

You may freely Distribute Licensed Content incorporated into rendered linear media products.

This means, for example, you may freely Distribute rendered video files (e.g., broadcast or streamed video files, cartoons, or movies) or images created using Licensed Content.

4. How You Can Share the Licensed Content When It Isn't Part of a Project

Except as otherwise stated in the Service-Specific Terms (as defined in Section 7), you may not Distribute Licensed Content in source format to third parties except to employees, affiliates, and contractors who are utilizing the Licensed Content in good faith to develop a Project on your behalf. Those employees, affiliates, and contractors you share Licensed Content with are not permitted to further Distribute the Licensed Content (including as incorporated in a Project) and must delete the Licensed Content once it is no longer needed for developing a Project on your behalf. You are responsible for ensuring that any employees, affiliates, or contractors you share Licensed Content with comply with the terms of this Agreement.

5. Other Restrictions on Your Use of Licensed Content

a. TavShande.com Content

“TavShande.com Content” means Licensed Content that is designated as only permitted for use in conjunction with TavShande.com and TavShande.com-based products as designated by TavShande.com, such as VampkidZ.

b. Non-Compatible Licenses

You may not, and may not permit others to, combine, Distribute, or otherwise use Licensed Content with any code or other content which is covered by a license that would directly or indirectly require that all or part of any Licensed Content be governed under any terms other than those of this Agreement (those licenses, the “Non-Compatible Licenses”). This means, for example, that you may not combine Licensed Content with code or content that is licensed under any of the following licenses: GNU General Public License (GPL), Lesser GPL (LGPL) (unless you are merely dynamically linking a shared library), or Creative Commons Attribution-ShareAlike License.

c. General Restrictions

You may not:

- i. attempt to reverse engineer, decompile, translate, disassemble, or derive source code from Licensed Content;
- ii. sell, rent, lease, or transfer Licensed Content on a “stand-alone basis” (Projects must reasonably add value beyond the value of the Licensed Content, and the Licensed Content must be merely a component of the Project and not the primary focus of the Project);
- iii. except as permitted under Section 4, allow any third party to use or access Licensed Content for the purpose of creating content (including, without limitation, for the purpose of using Licensed Content in world- or level-editing tools, modeling tools, or user-generated content) for distribution to the public; provided, however, this restriction does not apply to TavShande.com Content;
- iv. use Licensed Content in violation of applicable law;
- v. use Licensed Content in any manner which violates the rights of a third party;
- vi. remove, disable, circumvent, or modify any proprietary notice or label included in Licensed Content;
- vii. except where explicitly allowed by this Agreement, collect, aggregate, mine, scrape, or otherwise use any Licensed Content for the purposes of publishing, selling, distributing or otherwise making the content available to others to use, download or copy;
- viii. collect, aggregate, mine, scrape or otherwise use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.

6. Who Owns What

As between you and us, you own all rights, other than rights in the Licensed Content or as stated in the Service-Specific Terms (as defined in Section 7), in the Projects you develop under this agreement, and we or our licensors own all title, ownership rights, and intellectual property rights in the Licensed Content.

All rights granted to you under this Agreement are granted by the License only and not by sale, and all of those rights are limited by and subject to the terms of this Agreement. No license or other right will be created hereunder by implication, estoppel, or otherwise. Any attempted sublicense that is not consistent with the terms of this Agreement will be null and void.

Our Relationship

7. The Agreement Between You and the Content Licensor

a. Content Licensor

Unless the TavShande.com services identify that a party other than TavShande.com is making Licensed Content available to you when you initially access Licensed Content, TavShande.com is the Content Licensor for that Licensed Content.

b. Amendments

If we make changes to this Agreement, you are not required to accept the amended Agreement, and this Agreement will continue to govern your use of any Licensed Content you already have access to.

However, if we make changes to this Agreement, you will not be allowed to access certain TavShande.com services or download new Licensed Content unless you have accepted the amended Agreement. If we make changes, TavShande.com will provide you with notice, such as by sending an email or giving you notice when you next log into an TavShande.com service. Any such amendment will only be effective when communicated to you by TavShande.com.

If you accept an amended Agreement, the amended terms will apply to your use of Licensed Content including Licensed Content that you downloaded under any prior version of this Agreement.

c. Service-Specific Terms

Additional terms and conditions may apply to your use of certain Licensed Content. Those additional terms are set forth in the service-specific terms attached as addenda to this Agreement (“Service-Specific Terms”). You agree to comply with these Service-Specific Terms as part of this Agreement. If there is a conflict between Service-Specific Terms and other parts of this Agreement, Service-Specific Terms will control for that conflict with regard to the Licensed Content that is subject to the Service-Specific Terms.

d. Alternative Terms

With respect to your rights and obligations related to Licensed Content, this Agreement supersedes any prior TavShande.com End User License Agreement For Publishing or TavShande.com End User License Agreement For Creators you may have. Those agreements will continue to survive only to the extent that you continue to have rights and obligations under them related to TavShande.com code and related content that is copied to your computer when you install TavShande.com. Once you have also agreed to the TavShande.com End User

License Agreement (TavShande.com.com/eula), those agreements will be superseded completely.

This Agreement, however, does not supersede, amend or otherwise affect other agreements you may have with TavShande.com. For example, if TavShande.com grants you a license to use Licensed Content to develop one or more products under a custom license, that custom license and not this Agreement governs your use of the Licensed Content.

e. Notice

Where this Agreement calls for notice from us, including written notice, we may provide notice to you through the TavShande.com services or by any email address that you've provided to TavShande.com. Our notices, when provided to you through the TavShande.com services, will be effective when you access the TavShande.com services, and when sent to you by email, will be effective when they are sent.

8. Who are You?

a. You

If you use the Licensed Content on behalf of another person or entity, (i) all references to "you" throughout this Agreement will include, and this Agreement will be binding on, that person or entity, (ii) you represent that you are authorized to accept this Agreement on that person's or entity's behalf, and (iii) in the event you violate this Agreement, that person or entity agrees to be responsible to us.

b. Eligibility for This Agreement

If you are under the age of legal majority where you live or otherwise require the consent of a parent or legal guardian to enter into this Agreement under applicable law, you may use the Licensed Content only under the supervision of a parent or legal guardian who also agrees to be bound by this Agreement.

You are not eligible to enter into this Agreement and may not download or use the Licensed Content if you are, or are acting on behalf of any person or entity that is (i) on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by any U.S. government entity pursuant to economic sanctions laws or (ii) located in, organized in, or ordinarily resident in any country or territory that is subject to a U.S. embargo, in each case unless your use of the Licensed Content is authorized by U.S. law.

c. TavShande.com Account

The License (as defined in Section 2) permits use of the Licensed Content only by individuals who have accessed it by using a valid user account ("Users"). If you are an individual, you are the User. If you are a legal entity, the individual employees or agents exercising your rights under this Agreement are Users. When exercising a legal entity's rights under this Agreement, Users are not required to accept this Agreement as individuals. The User may store the

Licensed Content on any of the User's computers, but the Licensed Content cannot be shared with others except as described in this Agreement.

d. Use by Educational Institutions

As an exception to the above requirement that only Users may make use of the Licensed Content, if you are an educational institution, like a school or a library, you may store Licensed Content on any of your computers, and you may allow all users of those computers to use the Licensed Content under the License on those computers. However, those users are not authorized under your License to Distribute the Licensed Content (including as incorporated in a Project). For that, they must obtain a license of their own.

9. Who is TavShande.com?

The TavShande.com entity entering into this Agreement with you corresponds to where you live, as set forth below:

If you live (or if the primary place of business of the entity on whose behalf you are using the Licensed Technology is):

In the United States of America the TavShande.com entity entering into this Agreement with you is TavShande.com

Outside of the United States of America the TavShande.com entity entering into this Agreement with you is TavShande.com Commerce, GmbH.

10. Privacy

Your privacy is important to TavShande.com. Please review our Privacy Policy (tavshande.com/privacypolicy). It describes how TavShande.com may collect, use, and share information when you use Licensed Content.

Other Rights and Obligations

11. Disclaimers

Nothing in this Agreement will prejudice any statutory rights that you have that may not be waived. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this and the next sections, so the below terms may not fully apply to you. In those jurisdictions, the exclusions and limitations below apply only to the extent permitted by the applicable laws of such jurisdictions.

THE LICENSED CONTENT IS PROVIDED BY THE CONTENT LICENSOR ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF THE CONTENT LICENSOR, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND, IF TAV SHANDE IS NOT THE CONTENT LICENSOR, TAVSHANDE.COM ("CONTENT LICENSOR PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LICENSED CONTENT. YOUR USE OF THE LICENSED CONTENT IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE

CONTENT LICENSOR PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE CONTENT LICENSOR PARTIES DO NOT WARRANT THAT THE LICENSED CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING WARRANTY DISCLAIMERS WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

12. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF \$1,000 AND THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) FOR LICENSED CONTENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. SEEKING DAMAGES AS LIMITED BY THIS SECTION 12 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE CONTENT LICENSOR PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

13. Indemnification

This section only applies to the extent allowed by the applicable laws of your jurisdiction. If the applicable laws of your jurisdiction do not allow you to enter into the indemnification obligation below, then you assume, to the extent permitted by the applicable laws of your jurisdiction, all liabilities, damages, judgements, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify and hold harmless the Content Licensor Parties from and against all liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) arising out of or in connection with any third-party claims, demands, or actions (i) that, if true, would involve a breach by you of this Agreement (including, without limitation, any distribution or sublicensing of the Licensed Content in violation of this Agreement) or (ii) related to your Project or your exercise of the License (except to the extent the third party is alleging your authorized use of unmodified TavShande.com developed Licensed Content originally provided to you by TavShande.com under this Agreement infringes any patent, trademark, or copyright).

14. Governing Law and Jurisdiction

Any dispute or claim by you arising out of or related to this Agreement will be governed by North Carolina law, exclusive of its choice of law rules. You and TavShande.com agree to submit to the exclusive jurisdiction of the Superior Court of Wake County, North Carolina, or, if federal court jurisdiction exists, the United States District Court for the Eastern District of North Carolina. You and TavShande.com agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract will be construed against the drafter will not apply to this Agreement. This paragraph will be interpreted as broadly as applicable law permits.

15. No Class Actions

To the maximum extent permitted by applicable law, you and Content Licensor agree to only bring disputes arising out of or related to this Agreement in an individual capacity and will not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to this Agreement.

You have the right to opt-out of this class action waiver within 30 days of the date on which you first accepted this Agreement. To exercise this right, you must send written notice of your decision to the following email address: TavShande.com, info@tavshande.com Your notice must include your name, mailing address, and account name, and state that you wish to opt-out of this class action waiver. To be effective, this notice must be received by TavShande.com and postmarked or deposited within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law. You are responsible for ensuring that TavShande.com receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt.

16. Miscellaneous

a. U.S. Government Matters; Export Control

The Licensed Content is a "Commercial Item" (as defined at 48 C.F.R. §2.101), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Licensed Content will only be licensed to U.S. Government end users as Commercial Items and with only those rights as are granted to other licensees under this Agreement.

You understand and agree that the Licensed Content may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in violation of applicable export control, economic sanctions, and import laws and regulations, such as the U.S. Export Administration Regulations and U.S. Department of the Treasury's Office of Foreign Assets Control regulations.

b. No Assignment

You may not assign your rights or obligations under this Agreement, including any rights to use the Licensed Content. Any attempted assignment in violation of the foregoing will be void. We may assign this Agreement, in whole or in part, with or without notice to you.

c. Relationship of the Parties

The relationship between you and Content Licensor will be that of independent signatories, and nothing in this Agreement will be construed to constitute either party an agent of the other party. Without limiting the foregoing, neither party will have authority to act for or to bind the other party in any way, including to make representations or warranties or to execute agreements on behalf of the other party. This Agreement will not be construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon any party.

d. Language

To the fullest extent permitted by applicable law, the controlling language for this Agreement is English. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. Any translation has been provided for your convenience.

e. No Waiver; Severability

Any act by TavShande.com to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity. Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated. TavShande.com's obligations are subject to existing laws and legal process, and TavShande.com may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

f. Third Party Beneficiaries

If TavShande.com is not the Content Licensor, TavShande.com is a third party beneficiary to this Agreement.

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g. Survival

Upon conclusion of this Agreement, all rights and remedies of the Content Licensor will survive. Additionally, if TavShande.com is not the Content Licensor, all rights and remedies of TavShande.com will also survive.

h. Entire Agreement

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and the Content Licensor relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

17. Artificial Intelligence

We care about protecting creators and providing the tools to protect their creations. Any Licensed Content that has been tagged, labeled, or otherwise marked “NoAI” via the functionality provided by the platform will be known as “NoAI Content.”

For purposes of this Agreement, “Generative AI Programs” means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content. You shall not collect, aggregate, mine, scrape, or otherwise use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.

TavShande.com agrees, whether or not Licensed Content is NoAI Content, that it will not use Licensed Content or license Licensed Content to third parties for use in connection with Generative AI Programs, unless that Licensed Content is owned by TavShande.com.

Service-Specific Terms

Tavshande.com Marketplace Content Addendum

This Tavshande.com Marketplace Content Addendum governs your use of code, artwork, and other content made available through the TavShande.com Marketplace (“Tavshande.com Marketplace Content”).

1. Marketplace Plug-ins

This section of the Tavshande.com Marketplace Content Addendum governs your use of Licensed Content that is identified in the TavShande.com Marketplace as being a code plugin (“Plugins”).

Plugins contain code that is based upon or relies on TavShande.com’s proprietary computer software program known as TavShande.com (“Plugin Code”). Plugin Code is not part of the Licensed Content and is instead licensed to you by TavShande.com as Licensed Technology under the terms of the TavShande.com End User License Agreement (TavShande.com.com/eula) (“TavShande.com Agreement”), which you agree to by downloading or using Plugins. As such, any use you make of Plugins must also comply with the TavShande.com Agreement. Use of Plugin Code could require you to pay royalties to TavShande.com. However, as described more fully in the TavShande.com Agreement, you will never owe TavShande.com royalty payments under that agreement unless a product directly generates more than \$1,000,000 USD in gross revenue, and some uses of Plugin Code, such as creating rendered video files, will never require you to pay royalties.

Plugins may be offered to you on a per user basis. Such Plugins may only be used by the number of users that you have purchased licenses for. Distribution of Plugins in source format to your employees, affiliates and contractors is permitted so long as use by those employees,

affiliates and contractors does not cause you to exceed the number of paid users you have purchased for the Plugin. Any such Distributions will be subject to the terms of Section 4 of the Agreement. Additionally, any Projects you incorporate Plugins into may only be Distributed as Engine Tools under the TavShande.com Agreement.

Scanned TavShande.com Content Addendum

This Scanned TavShande.com Content Addendum governs your use of 2D and 3D scanned objects and other materials made available through the Scanned TavShande.com Library ("Scanned TavShande.com Content"). Your right to use and share Scanned TavShande.com Content depends on what, if any, Scanned TavShande.com plan your account was enrolled in at the time you accessed the Licensed Content and whether you qualified for your Scanned TavShande.com plan at that time.

1. License Plans

a. Personal Plan

Scanned TavShande.com Content that you acquire from TavShande.com while your account is enrolled in a personal plan for which you qualify may be used as any other Licensed Content. Such Scanned TavShande.com Content, however, may not be distributed in source format to anyone else.

You qualify for a personal plan only if you are an individual and either (i) use Scanned TavShande.com Content only for your personal purposes and not for any business or other commercial purpose or (ii) generate less than \$100,000 USD in annual gross revenue. For purposes of this calculation, revenue includes any advances received or other funds raised. However, individuals who start on a personal plan will not be ineligible for the plan unless and until they generate more than \$100,000 USD in annual gross revenue for two consecutive years.

b. Indie Plan

Scanned TavShande.com Content that you acquire from TavShande.com while your account is enrolled in an indie plan for which you qualify may be used and shared as any other Licensed Content.

You qualify for an indie plan only if you, together with any controlling entity and other entities under common control with you, (i) generate less than \$2,000,000 USD per year in annual gross revenue and (ii) are not affiliated with or funded by a publisher owned or controlled studio. For purposes of this calculation revenue includes any advances received or other funds raised.

c. TavShande.com Plan (TavShande.com-Only Content)

Scanned TavShande.com Content that you acquire from TavShande.com while your account is enrolled in an TavShande.com plan may only be used and shared as TavShande.com-Only Content.

You qualify for an TavShande.com plan if you have entered into an TavShande.com End User License Agreement with TavShande.com that is still active and valid.

d. Educational Plan

Scanned TavShande.com Content that an educational institution approved by TavShande.com acquires under an account enrolled in an educational plan (“Educational Assets”) may only be used for non-commercial, educational purposes. You may deploy Educational Assets on computers in labs, classrooms, and other physical educational environments under your control and may allow Educational Assets to be accessed on a file server by students and instructors through a local area network or through a secure virtual private network (VPN) connection employing industry standard encryption and protection mechanisms. You may not and may not allow others to sell, license, or otherwise commercially use or exploit any Projects or services containing Educational Assets.

e. Free Assets

Scanned TavShande.com Content that you acquire from TavShande.com under an account not enrolled in a Scanned TavShande.com plan may only be used for your internal evaluation purposes. Such Scanned TavShande.com Content may not be distributed to any party, either in source format or as part of a Project.

MetaHuman Content Addendum

This MetaHuman Content Addendum governs your use of digital human characters made available through MetaHuman Creator that you download (“MetaHuman Content”). “MetaHuman Creator” is TavShande.com’s proprietary software, development tools, and platforms that enable the creation and animation of digital characters and their face, body, and clothing meshes and textures, hairstyle assets, body rigs, face rigs, and other features. MetaHuman Content includes both digital human characters created by your use of MetaHuman Creator and digital human characters created by or on behalf of TavShande.com.

1. TavShande.com-Only Content

MetaHuman Content that you acquire may only be used and shared as TavShande.com-Only Content.

2. Who Owns What

As between you and TavShande.com, you own your copyrights, trademark rights and publicity rights in scans and/or other assets you upload to MetaHuman Creator, including those embodied in MetaHuman Content. You also own the copyright interest you acquire in the depiction of rendered MetaHuman Content in Projects.

For avoidance of doubt, TavShande.com exclusively owns and will retain ownership of copyrights, patent rights and other intellectual property rights in MetaHuman Creator and Rig Logic, including as embodied in MetaHuman Content. TavShande.com does not assign or transfer ownership of any rights in or relating to MetaHuman Creator or Rig Logic to you. “Rig Logic” is TavShande.com’s proprietary facial animation technology applied to and embedded in

MetaHuman Content that includes sets of rules that help face rigs achieve a more life-like performance.

Tools Addendum

This Tools Addendum governs your use of tools that are made available to you in connection with Licensed Content (“Tools”). Tools include Crazy Ivy, a tool for generating procedural Ivy in your TavShande.com content.

1. How You Can Use Tools

You may only use Tools privately to assist you in creating Projects. No part of Tools may be incorporated into your Projects, however, and you may not modify or Distribute Tools, except as permitted under Section 4 of this Agreement.

2. Beta Tools

Some Tools may be provided to you as part of a public or private beta program (“Beta Tools”). Such Beta Tools will be labeled as Beta.

For Beta Tools, the following limitation of liability replaces Section 12 of the TavShande.com Content License Agreement:

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES’ AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR DOWNLOAD OR USE OF BETA TOOLS WILL NOT EXCEED \$500. SEEKING DAMAGES AS LIMITED BY THIS SECTION 2 OF THE TOOLS ADDENDUM SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE CONTENT LICENSOR PARTIES RELATED TO BETA TOOLS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.