

# Trinity3D Collections License

## *End User License Agreement (EULA)*

This is a legally binding agreement between licensee (“You”), and Trinity Animation, Inc. (“Trinity”) regarding your rights to use **Trinity3D Collections**. “You” refers to the purchasing entity, whether that is a natural person who must be at least 18 years of age, or a corporate or business entity. The rights, subject to restrictions, granted in this agreement are granted to the purchasing entity, excluding its parent company, and excluding any affiliates or subsidiaries. The rights are granted on a “one-time royalty” basis, which means that after a Purchase, there are no future royalties or payments required.

## I. Introduction & Definitions

### Definitions

This agreement is intended to be easy to understand, and to provide clarity for using Trinity3D Collections in the work you create (“**Creations**”).

Some words in this agreement are given specific meanings. Words that appear initially in quotations, such as “You” and “Creations”, are defined in the text preceding the word. Other capitalized words are defined below:

“**Trinity3D Collections**” is a package of specially prepared and selected digital files, packaged in the form of a product (“Collection”). A Collection may or may not include 3D model files, geometry, texture maps, materials, proxies, motion captures, renderings and other constituent files related to 3D model data and its representation. When the context requires, the term “Collection” may also refer to individual files contained within the Collection. Also when the context requires the term, “Collection” may be singular or plural.

“**Purchase**” is the acquisition of a license to use a Collection by you from Trinity under this agreement.

“**Trinity**” refers to a Missouri corporation, Trinity Animation, Inc., with its principal place of business located at 9200 Indian Creek Parkway, Suite 650, Overland Park, Kansas 66210, USA. **Trinity3D** is a servicemark identifying a subdivision of Trinity which markets software licenses of various types in the realm of computer graphics. Software sales are conducted primarily on [www.trinity3d.com](http://www.trinity3d.com).

“**Product Page**” is the product page or interface that displays 3D models and associated files available for Purchase as one volume of Trinity3D Collections. The product page which contains

the authoritative description of the 3D models and associated files contained in various Trinity3D Collections is [www.trinity3d.com](http://www.trinity3d.com).

“**Imagery**” is a Creation made of any single image or sequence of images.

“**Include,**” **including,**” and “**such as**” are considered to be followed with “**but not limited to.**” Examples are used in this agreement to illustrate, rather than limit, the scope of the terms.

“**The following restrictions**”, “**the foregoing restrictions**”, and “**subject to restrictions**” are considered to be followed with “in addition to all other restrictions applicable within this agreement.”

## II. License Rights

1. **Ownership.** Trinity does not grant underlying title or underlying ownership in its **Trinity3D Collections**. All rights in **Trinity3D Collections** not expressly granted in this agreement are reserved by Trinity for itself and other potential licensors.
2. ***Incorporation into Your Creations; Using Trinity3D Collections Files within a Creation:*** The term “within” as used in this **Trinity 3D Collections License Agreement** means that the individual 3d files contained in a Trinity3D Collections product may be incorporated into a scene file or digital project work space and subsequently subjected to rendering or other graphical processes to produce a final image or series of images. ***The 3d files, textures, proxies and related 3D files themselves are not intended for public view, public display or public or private distribution.***
3. **Rights Granted.** Trinity grants to you a non-exclusive, perpetual, worldwide right and license to copy, distribute (subject to limitations), reproduce (subject to limitations) adapt, publicly display (subject to limitations), publicly perform, digitally perform, transmit, broadcast, telecast, advertise, create derivative works with Trinity3D Collections files solely **within** Creations in the uses authorized in this agreement.
4. **Permitted Uses of Creations of Imagery.** Subject to the following restrictions, you may use Collections within news, film, movies, television programs, video projects, multimedia projects, theatrical display, software user interfaces; architectural renderings, corporate communications, marketing collateral, tradeshow promotional items, booth decorations and presentations, pre-visualizations, product prototyping and research, mobile, web, print, television, and billboard advertising, online and electronic publications of blogs, literature, social media, and email campaigns, website designs and layouts, desktop and mobile wallpapers, screensavers, toolbar skins, books, magazines, posters, greeting cards; apparel items, brochures, framed or printed artwork, household items, office items, lenticular prints, product packaging and manufactured products.
5. **Authorization for uses not covered by this agreement.** You may request authorization for a use not covered by this agreement (“New Use”) by writing to [sales@trinity3d.com](mailto:sales@trinity3d.com). Trinity may approve a New Use if Trinity finds, in its sole, unreviewable judgment and discretion, that the New Use is substantially similar to another established use in this agreement and authorizes the New Use in writing.

### Restrictions on Permitted Uses of Creations:

- a. **Rights Granted When Sharing 3D Model: Physical Location Restriction.** If you Purchase as an employee of a corporate entity, sharing Trinity3D Collections with other employees of your corporate entity is allowed if every employee using the file is assigned to work at the same physical location. Examples of allowed sharing include storing files on a networked hard drive, and aggregating Trinity3D Collections for later use in future Creations. You are responsible for any downstream distribution, use, or misuse by a recipient of a shared Trinity3D Collection.
- b. **Stock Media Clearinghouse.** You may **NOT** publish or distribute Creations using Trinity3D Collections through another stock media clearinghouse, for example as part of an online marketplace for photography, clip art, or design templates.
- c. **Business Logos.** You may **NOT** use Imagery in any Creation that is a trademark, service mark, or business logo. This restriction is included because the owners of these types of Creations typically seek exclusivity on the use of the imagery in their Creation, which is incompatible with the non-exclusive license granted to you under this agreement.
- d. **Limited Number of Physical Models:** You may not use Trinity3D Collections to create more than 5 physical models using 3D printing techniques.

### Unauthorized Uses:

**a. Competition.** You may **NOT** use Trinity3D Collections in a way that competes with Trinity including all of its current or future websites, corporate affiliates, corporate parent companies, corporate subsidiaries including distributing through 3D Model Clearinghouses. You may **NOT** publish, distribute, or make Trinity3D Collections available through any online clearinghouse infrastructure. You may not redistribute Trinity3D Collections as part of any design template, After Effects template, stock photography, video or clip art for distribution or licensing through any online stock media clearinghouse.

**b. Re-Distribution.** You may **NOT** redistribute, publish, or make files from Trinity3D Collections or Creations of any kind available to any third party except in the form of a permitted Creation, or shared as authorized in this agreement.

**c. Group Buying.** You may **NOT** aggregate funds to Purchase Trinity3D Collections models with one or more other parties. An example of this prohibited use is a website membership where members pool their money to make a single Purchase that is shared by the members of the group. Each such member must Purchase individually.

**d. No Obscene or Unlawful Use.** You may **NOT** use Trinity3D Collections for any defamatory, harassing, pornographic, obscene, or racist purpose, or to infringe any party's intellectual property rights.

e. **False Attribution.** You may **NOT** misrepresent yourself as the creator of Trinity3D Collections.

### III. License Term & Termination

1. **Term.** Your right and license to the files contained in Trinity3D Collections is perpetual, unless terminated as described herein.
2. **Termination.** Your license grant is terminated immediately and without notice in the cases below. In such termination, you and any recipients of files from Trinity3D Collections must cease use, distribution, and destroy all copies of file from Trinity3D Collections.
  - a. **Reversal of Purchase.** Your right and license to Trinity3D Collections are contingent on your completed Purchase of Trinity3D Collections. Any payment reversal of a Purchase for any reason immediately terminates all rights granted under this agreement. Potential Reasons for a payment reversal include:
    - i. Trinity reverses your Purchase at your request.
    - ii. Trinity receives a chargeback or other notice from your bank or credit card cancelling your Purchase and/or withdrawing the funds used for your Purchase.
    - iii. Trinity determines in its sole, unreviewable, discretion that your Purchase was fraudulent.
    - iv. When you are granted delayed payment terms, and fail to make payments such that Trinity sends you notice and terminates your account.
  - b. **Failure to Abide by the License Grant.** Material failure to abide by the terms of this agreement immediately terminates your right and license to Trinity3D Collections. If you detect a violation of the license grant by you or any recipient of shared Trinity3D Collection files, and promptly report the violation to sales@trinity3d.com, Trinity will make a good faith effort to find an appropriate remedy to preserve your license grant.
3. **Stipulated Damages.** You and Trinity hereby agree that a violation of the term of the license granted by this agreement will cause Trinity stipulated damages in the amount of \$50 per day per license holder for each day, or part of day, of unauthorized usage.

### IV. Warranties

You covenant, represent, and warrant to Trinity that:

1. You have full right, power, legal capacity, and authority to enter into and perform this agreement, have obtained any third-party consent needed to do so, and, prior to any Purchase, had an opportunity to seek independent legal counsel.
2. You will not use Trinity3D Collections except pursuant to the terms of this agreement. Should you use Trinity3D Collections in an unauthorized way, you agree to the **maximum** of the stipulated damages set out above or that amount of damages set by law.

3. You will, prior to Purchase, determine the need for and, if appropriate, obtain any needed third-party clearance, consent, or release to use intellectual property shown in the digital rendering of Trinity3D Collections, and shall not use Trinity3D Collections to infringe any party's intellectual property rights.
4. You will immediately notify Trinity of any legal claim or challenge against your use of Trinity3D Collections or any other rights issue, before disclosing such issue to any third-party.

## V. Limitation of Liability

1. 3D Models are provided on an "as is", "as available", and "with all faults" basis. Trinity makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, fitness for a particular purpose, non-infringement, merchantability, or cosmetic attributes of 3D Models, and does not guarantee the accuracy or completeness of specifications associated with Trinity3D Collections, including measurements, weight, durability, strength, materials, general physical properties, regulatory compliance, other engineering or construction attributes.
2. Trinity disclaims all express or implied conditions, representations, and warranties of any kind regarding Trinity3D Collections, including any implied warranty or condition of merchantability. Trinity allows your Purchase to be refunded under certain reasonable time frames and conditions, subject to the Site's policies.
3. You assume all risk for any damage to your computer systems and network for any damage to your computer system by obtaining Trinity3D Collections, including any damages resulting from computer viruses.
4. Claims against Trinity:
  - a. Direct Claims from Licensee other than indemnification claims: To the fullest extent permitted by law, Trinity shall not be liable for (A) any direct, indirect, punitive, special, incidental, consequential, or exemplary damages (including loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage) arising out of or in connection with Trinity3D Collections, even if Trinity has previously been advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract or in tort (including negligence) or imposed by any statute and (B) any damages in excess of \$1,000 or the total purchase price of the Trinity 3d Collection involved, whichever is greater. To the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental, or consequential damages, portions of the preceding limitation or exclusion may not apply, but should be construed to the greatest extent applicable in such jurisdictions.
  - b. Indemnification Claims: In the event of an indemnification claim by You, you agree to provide notice to Trinity within thirty days of receiving any claim and allowing Trinity to fully control such claim, including but not limited to, selection of counsel, negotiations, discovery, and, if necessary, litigation and/or settlement. Notice must be given via email to: [sales@trinity3d.com](mailto:sales@trinity3d.com) Notice is not

considered made until it is acknowledged in writing by Trinity. Trinity's liability under this Trinity3D Collections License Agreement for indemnification claims shall not exceed the amount of Trinity's applicable commercial insurance coverage for such claims in effect on the date the claim was presented to Trinity. Trinity shall purchase and hold such types and amounts of commercial insurance as it deems appropriate in its sole and unreviewable discretion.

5. You agree to indemnify and hold Trinity and its present, past or future subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, licensees, suppliers, , other partners, employees and representatives ("Trinity Parties") harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of your use of Trinity3D Collections.

## VI. Other Terms

1. **Entire Agreement - Corporate License:** This agreement constitutes the entire agreement between you and Trinity relating to your Purchase, unless you have a "corporate license agreement" with Trinity. Corporate licenses are available with additional protections for additional fees. Please contact sales@trinity3d.com if your organization requires a corporate license. Trinity does not otherwise offer any other changes, additions, variations, or additional signed forms related to this agreement. No modification to this agreement will be binding, unless in writing and signed by an authorized Trinity representative.

2. **Material Breach and Injunction:**

Your rights are as follows: For all licenses, you agree that any material breach of these Terms will result in irreparable harm to Trinity for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Trinity will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Trinity seeks such an injunction.

Notwithstanding anything to the contrary herein, Trinity would be irreparably harmed and shall be entitled to equitable relief including injunctive relief for any hacking, theft, or misuse of its websites.

3. **Import/Export Regulations:** Trinity3D Collections may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall with Trinity3D Collections: (a) obtain any export, re-export, or import authorizations required by the United States or Your local laws; (b) not design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Trinity3D Collections to prohibited countries and entities identified in the U.S. export regulations.

4. **Governing Law.** This agreement is governed by Kansas law, including conflict of law principles. Any action or proceeding arising out of or related to this agreement must be brought in a state or federal court located either in Johnson County, Kansas or in the Federal District Court for the District of Kansas and all parties irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this agreement must be in writing (e-mail messages shall be deemed writings).
5. **Notice.** Any notice under this agreement shall be via email to [sales@trinity3d.com](mailto:sales@trinity3d.com) provided that you receive an acknowledgement email from a Trinity representative within 5 business days. If no such acknowledgement email is received, notice must be in writing and delivered by mail to the following address:

Trinity Animation, Inc.  
9200 Indian Creek Parkway  
Suite 650  
Overland Park, Kansas 66210

6. **Assignment.** You may not assign your rights under this agreement without the prior written consent of Trinity.
7. **English.** This agreement may be translated into other languages, but English is the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.
8. **Publicity.** The following advertising, marketing, and publicity rights are granted to Trinity for each licensee.

Purchases may be fully publicized by Trinity and you hereby grant Trinity the right to use you and your company's name, logo, and project name on Trinity websites and in its related marketing and advertising materials.

9. **Time limitations on all claims hereunder.** Any claim by you hereunder, including without limitation a claim for indemnification, must be made within two years of purchasing the Trinity3D Collections and no more than 30 days after such claim is presented.

This Trinity3D Collections License is effective for purchase of Trinity3D Collections occurring on or after July 15, 2020.