

END-USER LICENSE AGREEMENT NOTICE TO USER:

PLEASE READ THIS FIRST. THIS IS A LICENSE AGREEMENT.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DISCREET, A DIVISION OF AUTODESK, INC., ("AUTODESK"), FOR AUTODESK'S GMAX SOFTWARE PRODUCT, WHICH INCLUDES COMPUTER SOFTWARE AND ASSOCIATED MEDIA, PRINTED MATERIALS, "ONLINE" OR ELECTRONIC DOCUMENTATION, AND ANY UPGRADES, MODIFIED VERSIONS, OR UPDATES OF THE SOFTWARE LICENSED TO YOU BY AUTODESK (COLLECTIVELY "SOFTWARE"). AUTODESK IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT AND ANY SUPPLEMENTARY OR UNIQUE LICENSE TERMS INCLUDED HEREWITH (COLLECTIVELY "AGREEMENT").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE SELECTING THE "I ACCEPT" BUTTON AT THE BOTTOM OF THE PAGE. BY SELECTING THE "I ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE AGREEMENT AND THE SOFTWARE WILL BE INSTALLED.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL ITS TERMS AND CONDITIONS, SELECT "I REJECT" -- WHICH WILL CANCEL THE LOADING OF THE SOFTWARE.

IMPORTANT: YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

Autodesk grants you the following rights provided that you comply with all terms and conditions of this Agreement:

1. Grant of License.

a. Installation and Use.

Autodesk grants to you a personal, nonexclusive license to use the Software for the purpose of designing, developing, testing, and producing game content provided that you are the only individual or entity using the Software and provided that you do not modify or alter the Software. You may also make personal copies (either in hard copy or electronic form) of any electronic documents included with the Software only for your personal use on your premises. This license may not be licensed by you to any third party without Autodesk's prior written permission.

b. Storage/Network Use.

You may install and operate the Software on a storage device, such as a network server, used only to install or run the Software on computers used by an end user subject to this license. A single license for the Software may not be shared or used concurrently by other end users.

c. Support.

You acknowledge and agree that Autodesk is not obligated to provide technical or other support of any kind for the Software. You acknowledge that Autodesk shall have the right, in its sole discretion and without incurring any liability, to modify the Software or discontinue its use or distribution at any time and for any reason.

2. Copyright/Proprietary Rights.

You agree that Autodesk and/or its licensors own all right, title and interest in the Software and in all patents, trademarks, trade names, inventions, copyrights, know how and trade secrets relating to the design, manufacture, operation or service of the Software. All rights not expressly granted herein are hereby reserved by Autodesk. Unauthorized copying or use of the Software, or failure to comply with the restrictions set forth in this Agreement, will result in automatic termination of this Agreement. Nothing in this Agreement shall change Autodesk's or any of its licensors' ownership rights to their respective intellectual property, including but not limited to the Software. You acknowledge and understand that Autodesk evaluates, designs, develops, and acquires technology, software applications, and other

products, and for this reason any such technology, software applications, or products that are independently developed, evaluated, designed or acquired by Autodesk may contain ideas or concepts similar to those that may be developed by you. Nothing in this Agreement shall prevent Autodesk from licensing, acquiring or independently developing and marketing, directly or indirectly through third parties, products similar to and competitive with software developed by you. Nothing herein shall be construed to grant you any rights in any such products so developed or acquired, or any rights to the revenues or any portion thereof derived by Autodesk from the use, sale, lease, license or other disposal of any such independently developed products.

3. Restrictions.

You agree not to rent, lease, modify, adapt, translate, reverse engineer, decompile, or disassemble the Software or otherwise attempt to discover the source code of the Software except to the extent permitted by law where this is indispensable to obtain the information necessary to achieve interoperability of an independently created program with the Software with another program and such information is not readily available from Autodesk or elsewhere. You may not decompile the Software if such information is available by licensing any Autodesk Software Developer's Kit or other Autodesk software product. You agree not to distribute the Software, the Software's installer components, or any sample files provided by Autodesk for use with the Software without the prior written permission of Autodesk.

THE SOFTWARE IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. AUTODESK OR ITS SUPPLIERS OWN THE TITLE, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE. THE PRODUCT IS LICENSED, NOT SOLD. COPYING THE SOFTWARE EXCEPT AS PERMITTED BY THIS AGREEMENT IS COPYRIGHT INFRINGEMENT UNDER THE LAWS OF YOUR COUNTRY. IF YOU COPY THE SOFTWARE IN VIOLATION OF THIS AGREEMENT THEN YOU ARE VIOLATING THE LAW. YOU MAY BE LIABLE TO AUTODESK FOR DAMAGES AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.

4. No Warranty.

The Software is provided to you "AS IS," and you acknowledge that it may contain errors. Autodesk disclaims any warranty or liability obligations to you of any kind. AUTODESK AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. AUTODESK AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

5. DISCLAIMER.

DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. AUTODESK SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL AUTODESK BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU ACKNOWLEDGE THAT THE NO CHARGE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS PROVIDED IN THIS AGREEMENT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

7. General Provisions.

a. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America. In the event of any dispute the parties submit to the personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco. In the alternative, this Agreement will be governed by the laws of the country in which you acquired the Software, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

b. Export Controls.

You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. You agree that the Software will not be shipped, transferred, downloaded, distributed, or exported into any country or used in any manner prohibited by the United States or any other applicable export control law, restriction, or regulation.

c. Independent Contractors.

In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither of the parties will hold itself out in any manner that would be contrary to the provisions of this Section. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

d. Notices.

Any notices to Autodesk under the provisions of this Agreement shall be given in writing at the address set forth below or to such other address as Autodesk may substitute.

General Counsel
Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94904

e. Indemnity.

To the maximum extent permitted by law, you agree that you shall indemnify, defend, and hold harmless Autodesk, and its respective officers, directors, employees, agents, successors, and assigns, from any damage, allegation, cost, loss, liability, or expense (including court costs and fees for attorneys or other professionals) arising out of or resulting from or in connection with any breach or claimed breach of the terms of this Agreement or warranties provided herein, your unauthorized use of the Software, or the unauthorized use of the Software by the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement.

f. U.S. Government License Rights.

The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government or any agency, department or instrumentality thereof is subject to the restrictions set forth in the Commercial Computer Software -- Restricted Rights clause at FAR 52.227-19 or the Commercial Computer Software -- Licensing clause at NASA FAR Supplement 1852.227-86.

g. Your Warranties.

You represent and warrant to Autodesk that: (i) you have the full corporate right, power, and authority, to enter into this Agreement and to perform the obligations and duties hereunder and the full authority to execute and enter into this Agreement on behalf of yourself as well as the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement; (ii) the execution of this Agreement, and

the performance of the obligations and duties hereunder, do not and will not violate any agreement to which you, or any individual or entity affiliated with you, are a party or by which you, or any individual or entity affiliated with you, are otherwise bound; (iii) when executed, this Agreement will constitute your legal, valid and binding obligation, enforceable against you as well as the individual(s) or entity or entities that intend to license the Software pursuant to this Agreement in accordance with its terms; (iv) you acknowledge that Autodesk makes no representations, warranties, or agreements related to the subject matter hereof which are not expressly provided for in this Agreement; (v) no consent, approval, or authorization of or designation, declaration, or filing with or from any individual, entity, or governmental or regulatory authority is required in connection with the valid execution and delivery of this Agreement, the delivery of the Software, or the licenses granted herein; and (f) your use of the Software does not and will not in any manner infringe the rights of any third party nor violate any law, rule, or regulation.

h. **Publicity.**

You may not make any public statement, press release, or other announcement relating to the terms of or existence of this Agreement, Autodesk, or any relationship between the parties, without the prior written approval of Autodesk, except as required by law.

i. **Language.**

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

j. **Termination.**

This Agreement shall automatically terminate upon failure by you to comply with any of its terms. Further, Autodesk may terminate this Agreement at any time, for any reason or for no reason.

k. **Entire Agreement.**

This Agreement is the entire agreement between you and Autodesk relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. This Agreement may be amended only by a writing signed by authorized individuals for Autodesk. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect. If you procured the Software in Canada, you agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including any notices, have been and shall be written in the English language only.