

END USER LICENSE AGREEMENT

Notice To User:

This is a legal agreement between you (hereinafter referred to as "the Licensee") and **aXYZ design**. If you are entering into this agreement on behalf of your employer, the license granted and restrictions and limitations recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this agreement.

Upon opening an **aXYZ design** product, or receiving by any means (electronic or otherwise), you agree to accept and be bound by the terms and conditions of this agreement. Once the delivery has been received, there can be no refund. Products that were damaged or incompletely downloaded can be replaced for no fee.

Copyright:

All computer software ("Software"), digital images ("Images"), 3D models ("Models"), printed materials (where applicable) and other files and materials received electronically or physically delivered (collectively the "Content") is/are copyrighted. All rights to this Content are owned and reserved by **aXYZ design** except to the extent that the right to use such material is specifically granted by this license. These rights are protected by Italian copyright laws, international treaty provisions and other applicable laws.

Permitted Uses:

- By accepting this Agreement, **aXYZ design** grants the Licensee the following rights and uses: You may copy the Images and Models onto the storage devices at one location. You may access, use, copy and modify the Images and Models stored on computers at such single location in the creation and presentation of animations and renderings.
- The creation of one copy of the Images and Models for backup or archival purposes.

Restrictions:

The specified restrictions include, but are not limited to the following:

- You may not further publish, market, distribute, give, transfer, sell or sublicense the Images and Models.
- You are not allowed to use **aXYZ design** Images and Models in any context which could be violating the model's human rights, be violating the Models sanctity of private life, be unlawful purpose, be pornographic or be sex, tobacco, alcohol, drugs, mental or physical illness related. In unclear cases you should contact the Company to verify the validity of the license.

Disclaimer:

This software is provided "as is" and **aXYZ design** accepts no responsibility for any loss or damage, of any kind, resulting from the use, inability to use or otherwise misuse of this software. Where any kind of negligence on the part of **aXYZ design** can be proven to have resulted in loss of data, loss of earning, damage to business or any other indirect, incidental or consequential damage, in no event will **aXYZ design** be liable for a sum exceeding the purchase price of the software licence. **aXYZ design** disclaims any and all warranties and representations of any kind regarding the subject matter of this agreement.

Links to third-party sites:

aXYZ design PROVIDES LINKS TO THIRD-PARTY SITES AS A CONVENIENCE TO YOU. **aXYZ design** DOES NOT CONTROL THIRD PARTY SITES OR LINKS TO THIRD PARTY SITES. **aXYZ design** IS NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED SITES. LINKS TO THIRD-PARTY SITES ARE NOT ENDORSEMENTS BY **aXYZ design** OF SUCH SITES.

We hereby declare that we don't have any influence on the layout or the content of pages our links refer to. We therefore dissociate from and don't take any responsibility or liability for any content of the linked pages and files. This declaration is valid for all links placed on our web pages and is not limited to the specific Links Area. Please contact us in case you discover any illegal content in one of the pages our links refer to or if the page is permanently inaccessible, so we can remove the corresponding link. Thank you!

Other legal information:

These Terms of Use shall be governed by and construed in accordance with Italian laws. These Terms of Use contain the entire understanding of the parties hereto relating to the use of this service and supersedes any prior written or oral agreement or understandings between the parties with respect to this service, and cannot be changed or terminated orally. The invalidity or unenforceability of any provision of these Terms of Use will not affect the validity or enforceability of any other provision of these Terms of Use. **aXYZ design** reserves the right to terminate these Terms of Use without notice if, in **aXYZ design** sole discretion, you fail to comply with any of these Terms of Use. Upon termination, you must destroy all materials obtained from this **aXYZ design** web site, copies, and related documentation thereof. In addition, **aXYZ design** reserves the right to terminate this site without notice.

Trademarks:

MetroPoly, **FireFly** and **emotion** are registered trademarks of **aXYZ design**. All product names are either trademarks or registered trademarks of **aXYZ design**, or its affiliates or licensors. All rights reserved.

All trademarks appearing on the service are trademarks of their respective owners.

© 2004 **aXYZ design**, and its licensors. All rights reserved.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.