

FAX ORDER FORM: "Complete Characters"

Rocketbox Studios GmbH
Vahrenwalder Str. 7
30165 Hannover
Germany



Fax: +49-511-9357100

This contract about the purchase of a license for "Complete Characters" between Rocketbox Studios GmbH and your company will become effective upon written acceptance by Rocketbox Studios GmbH, and is based on the terms set forth below and on the second page of the order form. This signed document constitutes a binding legal agreement. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of his company.

1. Information about the company that is ordering "Complete Characters":

Your Name _____ Title _____

Company Name _____ VAT ID: _____

E-Mail Address _____

Telephone _____ Fax _____

Address _____

City, ZIP _____

State, Country _____

2. Licensing Cost and payment:

3199,- US Dollar for U.S. companies
2499,- Euro for companies based in all other countries

With acceptance of the purchase of the license, Rocketbox Studios GmbH will send you the product DVDs together with an invoice containing detailed payment info. The payment has to be done by bank transfer after the product DVDs have been delivered to you.

Companies in the EU (except german companies) can purchase the products free of sales tax. Make sure to mention your VAT number when ordering.

Please sign this order form on both pages and send them by Fax to Rocketbox Studios GmbH
Fax Number: +49-511-9357100

Date _____ **Signature** _____

3. License Agreement:

Rocketbox Studios GmbH License Agreement for "Complete Characters"

THIS IS A LEGAL AGREEMENT BETWEEN YOU [hereafter "Licensee"] AND ROCKETBOX STUDIOS GMBH [hereafter "Licensor"]. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE YOU PURCHASE AND USE THE GRAPHICS LIBRARY "COMPLETE CHARACTERS" [hereinafter "Product"]. BY PURCHASING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

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.

1. The Product is only licensed to the Licensee and is not sold. The 3d models, textures and animations included in this Product [in the following referred to as Content] remain the property of Licensor. The Licensor grants to the Licensee a non-exclusive, non-transferable, royalty-free license to use the Content for the following purposes:

a. Creation of graphics assets that are used as integrated component in commercial and non-commercial applications like Computer Games, Simulations or Multimedia Presentations.

b. Rendering still images and animations, e.g. for video production, broadcasting, print, movies, advertising, game intros, illustrations, presentations.

2. Without limiting the generality of the foregoing, the Licensee is expressly prohibited from the following usage of the Product and its Content:

a. Licensee may not sub-license, sell, re-sell, distribute or provide to others any of its rights under this Agreement.

b. Licensee may not sub-license, sell, re-sell, distribute or provide to others any portion of the files from any DVDs included in the Product.

c. Licensee may not sell, license or distribute its work in such a way that Licensee's customer can extract or access the Content as a stand-alone file.

d. Licensee may not post the Content online in a downloadable format.

e. The Content may not be used in any form of pornographic or illegal material.

f. Licensee may not redistribute or resell the Content, or modified versions of the Content including, but not restricted to, portions of the Content, as another graphics library or as another type of product which is similar to, or competes with, the Product;



3. The Licensee is allowed to use the Content for an unlimited time and an unlimited amount of different projects.

4. Any license rights, which related to this Product, are contingent on the transfer of money from the Licensee to the Licensor. All license rights of any reversed or incomplete sale will terminate immediately without prior notice.

5. This license is granted only to the registered owner of an original copy of the "Complete Characters" DVDs. Your invoice is the proof of your registration. The right to use the enclosed Content for the purposes included in paragraph 1 is granted to the Licensee and is NOT transferable. The Content may be used at a single business location only.

6. In no event will Licensor be liable to Licensee for any damages, including without limitation lost profits or revenues, loss of data, business interruption loss, recovery or substitution costs, or claims by third parties, or other indirect incidental or consequential damages, arising out of the use or inability to use the Media, even if Licensor has been advised of the possibility of such damages. In no case shall Licensor's liability exceed the amount of the license fee paid by Licensee for the Media. This Agreement is governed by the laws of Germany. The prevailing party in any action or proceeding brought in connection with a breach of this Agreement will be entitled to reimbursement by the other party for costs and reasonable attorneys fees.

7. For any license questions please contact Rocketbox Studios GmbH [see the end of this document for contact info]

Rocketbox Studios GmbH
Vahrenwalder Str. 7
30165 Hannover, Germany
Fon +49-511-9357-280
Fax +49-511-9357-100
info@rocketbox.de
www.rocketbox.de

**Please sign this order form on both pages and send them by Fax to Rocketbox Studios GmbH
Fax Number: +49-511-9357100**

Date _____ **Signature** _____