

This Agreement made as of the _____ day of _____, 2018.

SDK LICENSE AGREEMENT

BETWEEN:

SINGULAR INVERSIONS INC., a corporation continued under the *Canada Business Corporations Act* and having offices at 3412 – 2191 Yonge St., Toronto, ON. M4S 3H8, Telephone: (416) 932-9587, Fax: (888) 361-7616 (the “LICENSOR”)

AND:

{COMPANY NAME}, a corporation incorporated under the laws of the state of {STATE}, and having offices at {ADDRESS}, {CITY}, {STATE}, {POSTAL}, {COUNTRY}, Telephone: {PHONE#} (the “CUSTOMER”)

TERMS AND CONDITIONS OF LICENSE:

LICENSOR grants to CUSTOMER, upon non-refunded purchase of LICENSORS “Modeller Enterprise” product, a license to distribute the Models, under the following terms and conditions:

1 DEFINITIONS. As used in this Agreement:

- 1.1 **"Effective Date"** means the Agreement date written above.
- 1.2 **"Statistical Data"** means FaceGen 3D mesh data and statistical shape and color data as licensed separately to CUSTOMER as part of LICENSORS products.
- 1.3 **"Product"** means CUSTOMER’s software product entitled {PRODUCT NAME}, including versions for different hardware platforms and/or languages, and associated materials, including patches, expansion packs, sustaining content and marketing materials.
- 1.4 **“End Date”** means either the Effective Date, or one year after the first public release of Product, whichever is later.
- 1.5 **"Models"** means three-dimensional representations of human heads residing in a computer, created using Statistical Data before End Date, or modifications thereof created at any time.

2 LICENSE GRANT

- 2.1 LICENSOR grants to CUSTOMER a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license under the terms of this Agreement to distribute to any third party the Models as part of the Product.

3 OWNERSHIP

- 3.1 The Models are and will remain the sole and exclusive property of LICENSOR and its licensors, except that if CUSTOMER makes any modification to the Models, then CUSTOMER will own such modifications, but not the modified Models as a whole.
- 3.2 Nothing in this Agreement will give LICENSOR any proprietary right in or to any images or video rendered using Models.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 THE LICENSOR REPRESENTS AND WARRANTS THAT THE LICENSOR HAS ALL NECESSARY RIGHTS TO: (i) ENTER INTO THIS AGREEMENT; (ii) PERFORM ALL OF THE LICENSOR’S OBLIGATIONS HEREUNDER; AND (iii) TO GRANT TO CUSTOMER THE RIGHTS GRANTED HEREIN WITHOUT VIOLATING THE RIGHTS OF ANY THIRD PARTY.

5.2 EXCEPT FOR THE LIMITED WARRANTY IN SECTION 5.1, THE LICENSED MATERIALS ARE PROVIDED AS-IS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

6. LIMITATIONS OF LIABILITY

6.1 CUSTOMER ASSUMES ALL RISK AS TO THE SELECTION, USE, CONDITION, PERFORMANCE AND QUALITY OF THE LICENSED MATERIALS.

6.2 IN NO EVENT WILL LICENSOR OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA OR INABILITY TO USE ALL OR ANY PART OF THE LICENSED MATERIALS EVEN IF LICENSOR OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Some states and/or countries do not allow limitations on how long an implied warranty lasts and some states and/or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to CUSTOMER. This warranty gives CUSTOMER specific legal rights, and CUSTOMER may also have other rights which vary from state to state and/or country to country.

7. GENERAL

7.1 Any rights not expressly granted in this Agreement are specifically and exclusively reserved to and by LICENSOR.

7.2 If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, then it will be deemed omitted and the remaining provisions of this Agreement will remain in full force and effect.

7.3 This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding (a) that body of law known as conflicts of law, and (b) the *International Sale of Goods Act* (British Columbia) and the United Nations Convention on Contracts for the Sale of Goods.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes in their entirety any and all prior agreements, representations, statements and undertakings, whether written or oral, with respect to such subject matter.

7.5 Neither party hereto shall be liable in any manner for failure or delay in fulfillment of all or part of this Agreement directly or indirectly owing to any causes or circumstances beyond its reasonable control.

7.6 In the event of an acquisition, merger or reorganization under which the surviving entity owns all the intellectual property associated with the Product, this Agreement may be transferred to said entity so long as said entity agrees in writing with LICENSOR to accept all obligations of CUSTOMER under this Agreement.

7.7 CUSTOMER may not assign or transfer all or part of this Agreement to any third party without the express prior written approval of LICENSOR, except as noted in Section 7.6.

7.8 Any dispute between the parties relating to this Agreement or the Licensed Materials which cannot be resolved through mutual negotiation will be resolved by arbitration by a single arbitrator in Vancouver, British Columbia, Canada in accordance with the rules of the British Columbia International Commercial Arbitration Centre. Any such arbitration must be filed no later than one year from the date the dispute arose. CUSTOMER agrees that the dispute resolution procedure set forth in this paragraph is the sole and exclusive means for resolving any dispute between the parties relating to this Agreement or the Licensed Materials.

7.9 This Agreement may be executed in counterpart, each of which, when so executed, will be deemed to be an original copy hereof, and all such counterparts together shall constitute but one single agreement.

8. CONFIRMATION AND AGREEMENT

Each party confirms that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SINGULAR INVERSIONS INC.

Per: _____
Andrew Beatty, President.

{COMPANY NAME}

Per: _____

Name: _____

Title: _____