

## **CLIP STUDIO MODELER End User License Agreement**

Please read this end user license agreement (hereinafter referred to as the "Agreement") carefully before Installing or using the Clip Studio Modeler(hereinafter referred to as the "Product"). This Agreement is a legal agreement between CELSYS, Inc. ("Celsys") and you (the "User") regarding the use of the Product.

The User may install and use the Product only if the User agrees to all the terms and conditions of this Agreement.

However, this does not apply if a separate written agreement has been entered into with Celsys.

When the User installs the Product, Clip Studio(Defined at Article 7) will be installed at the same time.

### **1. Definitions**

Unless otherwise defined, the terms used in this Agreement shall be defined as set forth below.

#### **1.1 Product**

Product refers to Clip Studio Modeler, Clip Studio, and also including all of data, which are accompanying electronic data such as 3D data and images (collectively, "Materials," including any additional materials provided by Celsys), related data, samples, Documentation, and the latest version of the software, including updates, bug fixes, and corrections.

#### **1.2 Documentation**

Documentation refers to all user documentation, manuals, materials, and other information provided by Celsys regarding the Product.

### **2. Permissions**

2.1 All copyrights and other intellectual property rights of the Product belong to Celsys or to the rights owners who have properly granted Celsys the usage rights. Celsys authorizes the User to use the Product as expressly set forth in this Agreement only if all of the following conditions are met.

- (a) The User has acquired, or applied to use the product in a legitimate manner approved by Celsys.
- (b) Celsys recognizes the Product used by the User as a legitimate Product.

2.2 No rights are granted with respect to the Product other than those granted in this Agreement.

### **3. Terms of use**

Under this agreement, Celsys grants the User the following limited, non-exclusive rights to use the Product.

3.1 Product may only be used by the User (or, in the case of a corporation or other entity, by one (1) specific member) on one (1) computer in their possession and control (hereinafter referred to as "Main Computer"). The User may designate one (1) other member to use the Product, provided that each of the following conditions are met.

- (i) The Product is installed on only one Main Computer.
- (ii) The Product is used in a manner that does not conflict with any of the prohibitions set forth in Article 4.

3.2 The User may only install the Product on the Main Computer. The User may install the Product on one additional computer in their possession and control (hereinafter referred to as a "Sub Computer"), provided that the following conditions are met. Under the following conditions, the User may install the Product on up to two (2) computers at once, a Main Computer and a Sub Computer.

- (i) Use of the Product is limited to the User (or one specific member in the case of a corporation or other entity) and one other member designated by the User.

(ii) The Product may not be used on both devices at the same time.

3.3 The User may not allow any third party to use all parts of the product or use the Product in isolation, even if it contains multiple independent software programs.

3.4 Celsys may stipulate separate terms of use for the Product on Clip Studio websites, manuals, or other websites operated by Celsys (<https://www.clipstudio.net/>, <https://ec.clip-studio.com/>). In this case, the User shall comply with such terms and conditions of use.

#### **4. Prohibitions**

The User is prohibited from performing any of the following acts.

- (i) Duplicating the Product in whole or in part without permission from Celsys.
- (ii) Sublicensing, publicly transmitting, lending, renting, or loaning the Product in whole or in part, or any equivalent action, including, for example, publishing on a website, or making the Product transmittable.
- (iii) Transferring the Product in whole or in part.
- (iv) Altering computer programs included in the Product or analyzing the Product using methods including but not limited to reverse engineering.
- (v) Allowing use of or providing processing or services that use the Product or its functions to a third party over networks (including but not limited to the Internet).
- (vi) Disclosing or providing information such as serial numbers provided to users, used by Celsys to identify users and this Product, to third parties.
- (vii) Using the Product simultaneously by multiple persons.
- (viii) Using the Product on a shareable system.
- (ix) Allowing a third party to use the Product for a fee or incorporating the Product into a commercial service.
- (x) Removing or invalidating technical limits of the Product implemented for the purpose of protection of rights, sharing information on the methods of such actions; copying, modifying (including but not limited to editing, transformation, etc.; hereinafter referred to as "modification, etc."), sublicensing, publicly transmitting, assigning, loaning, or using the Product by removing or invalidating the set technical restrictions.
- (xi) Using the Product for the purpose of violating public order or laws.
- (xii) Other acts that infringe or may infringe on the intellectual property rights or other rights of Celsys or third parties.

#### **5. Transfer**

5.1 The User may transfer the Product to a third party in so far as transfer is not a violation of Article 2, 3, and 4.

5.2 The recipient of the transferred Product shall inherit all rights and obligations which Celsys granted to the User. Celsys grants permission for the recipient of the transferred Product to use the Product by consenting to this Agreement.

5.3 Any transfers of the Product are the responsibility of the parties involved. Celsys shall have no involvement and bears no liability.

#### **6. Guarantees**

6.1 Celsys makes no guarantee that this Product is suitable to individual User's specific purpose of use which is based on the User's hardware and software environment. The User assumes full responsibility for their selection of the Product.

6.2 In the event that the Product type, quality, or quantity does not comply with the terms of this Agreement (excluding cases in which the Product fault is attributable to hardware or software that are

not covered by the warranty), Celsys may, at its own judgement, replace the Product or provide a fixed version of the Product, provide instructions to remedy the issue, or refund the amount of the price which User purchased in the past.

6.3 In no event will Celsys' liability, under or in connection with this Agreement, exceed the actual amount paid by the User for the Product, if any (or, in the case of Monthly Usage Products or Time-Limited Licenses, the actual amount paid by the User to use the Product over the previous twelve (12) months). However, this shall not apply in the case of intentional damages or gross negligence by Celsys.

6.4 Celsys may provide the User with information, software, and services via the Internet to accompany the Product's features. Celsys shall make no guarantees whatsoever regarding such information, software, and services, including but not limited to completeness, accuracy, usefulness, Internet security, and transmission stability. Celsys may suspend or end the above without consent of the User.

Celsys shall have no obligation to provide support, maintenance, upgrades, modifications or new releases for the Product.

6.5 Warranties defined in Article 1 through 4 are exclusive and in lieu of all other warranties, express or implied, and Celsys expressly disclaims all other warranties, including, without limitation, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement. To the extent not prohibited by applicable law, the Product is licensed to the User "as is" with all faults, without warranty, condition or representation, express or implied, of any kind, including without limitation, merchantability, performance, security, satisfactory quality, non-infringement of third party rights, or fitness for a particular purpose.

The User acknowledges that the Product may not

- (i) satisfy all the User's requirements,
- (ii) be free from defects, or
- (iii) operate without interruption or errors.

In addition, due to the continual development of new techniques for intruding upon and attacking networks, Celsys does not warrant that the Product will be free of vulnerability to intrusion or attack. No oral or written information or advice given by Celsys and their respective employees, distributors, dealers, or representatives shall increase the scope of the above warranties or create any new warranties. User may have additional warranty rights under law which may not be waived or disclaimed. Celsys does not seek to limit the User's warranty to any extent not permitted by law.

6.6 In the event that this Agreement conflicts with versions in other languages, the Japanese version shall prevail.

## **7. Clip Studio**

7.1 Clip Studio is an application provided by Celsys for the purpose of supporting creative activities. (For more information, visit <https://www.clipstudio.net/en>)

7.2 Clip Studio will be installed at the same time when the Product is installed. Clip Studio is provided as an online service for supporting creative activities, and is subject to the terms of this Agreement.

## **8. Internet Connection & Personal Information**

8.1 In cases where Celsys collects and sends the personal information of the User using the Product or Clip Studio, information will only be collected with the permission of the User and managed according to the Celsys Privacy Policy (<https://www.celsys.co.jp/en/information/privacy/>).

8.2 The Product and Clip Studio may connect the User's computer to the internet and access a website or communicate with a server managed by Celsys in order to confirm the license, supply additional information, functions or services, or check for updates without providing additional notification to the User.

8.3 In cases where the User accesses and uses a website or web service administered by Celsys using the Product or Clip Studio, the user shall comply with the Terms and Conditions of each website or service.

8.4 The Product, Clip Studio, and the websites and web services accessed through the Product use cookies to make its services more convenient for customers and to obtain information that helps us to continuously improve this service.

The user can opt out from cookies as stated in the Cookie Policy.

([https://www.clipstudio.net/en/about\\_cookies](https://www.clipstudio.net/en/about_cookies)) The User can also disable cookies with their browser's settings, but this may disable some features. For details on browser settings related to cookies, please refer to the software help page or contact the developer. Cookies are pieces of data sent to the User's browser from the server operating the service. This data is stored on the User's computer or mobile device. Cookies do not record personal information such as names, addresses, or telephone numbers. Cookies do not have any adverse effect on Users' devices. We use the following categories of cookies on our website. For more information, please see our Cookie Policy ([https://www.clipstudio.net/en/about\\_cookies](https://www.clipstudio.net/en/about_cookies)).

#### Essential cookies

These cookies are needed to provide basic functions to use the website or service.

#### Performance cookies

These cookies use tracking to analyze the User's use of this website in order to improve the website and analyze ad performance.

#### Advertising cookies

These cookies are used to show appropriate ads to the User based on tracking information from Celsys and relevant companies, including Google and social media sites such as Facebook. If this is turned off, CLIP STUDIO MODELER ads will be displayed randomly.

## 9. Cancellation and Termination of the Agreement

9.1 This Agreement will end when the User has deleted the User's Clip Studio account. On other occasions, the User may end this Agreement by the User's own will.

9.2 If a User falls under any of the following circumstances, Celsys may immediately terminate this Agreement without notice, regardless of whether or not the reason is attributable to the User. Termination under this clause shall not preclude claims for damages against User by Celsys.

- (a) If the terms of this Agreement are violated;
- (b) If the terms of the the Celsys Terms of Service or other agreements have been violated;

Upon the end of this Agreement, User must cease all use of the Product and delete the Product from all Devices on which it is Installed.

## 10. Use of Materials

10.1 In the case that Materials are attached or bundled, the User may duplicate such Materials, use them in the creation of artworks ("as is" or in a modified form), and publicly transmit, distribute, or transfer, or lend, etc., artworks in which a Material has been used.

10.2 The following acts are prohibited in relation to Materials.

- (a) An act of public transmission, distribution, transfer, lending, etc. of a Material independently from the Product (excluding public transmission, distribution, transfer, lending, etc. of an artwork in which a Material has been used), regardless of modification, etc.;
- (b) An act of sublicensing the use of the Material, regardless of modification, etc.;
- (c) An act of public transmission, distribution, transfer, lending, etc. of a work created using a Material in a state where the Material can be clearly extracted from the work in question;
- (d) The act of using a Material as the principle design for a product or service by itself, or the act of using or registering it as a trademark, logo, symbol, or image character;
- (e) Removing or invalidating technical limits of the Material implemented for the purpose of protection of rights, disclosing the methods of such actions; or using (including but not limited to duplicating, modifying, sublicensing, publicly transmitting, assigning, or loaning, etc.) Materials which have had such technical restrictions removed or invalidated;
- (f) Using Materials for expressions or artworks that violate public order or laws; and
- (g) Any other acts that infringe or may infringe any intellectual property rights or other rights owned by Celsys in relation to Materials.

## **11. Disclaimers**

The User is responsible for all claims, losses, liability, damages, and costs (including, but not limited to, attorney fees, court fees, and other associated costs) from third parties resulting from the improper or illegal use of the Product, Documentation, or Materials or outside the scope of this Agreement. Celsys and its affiliates, officers, and employees shall be exempt, regardless of their legal structure. Nothing in this Agreement shall limit Celsys' right, at its own expense, to assume the exclusive defense of any issue subject to indemnification hereunder.

## **12. Copyright and Trademarks**

All logos, trademarks and company and product names mentioned in the Product, Documentation, or any other written materials are used for identification purposes only and may be trademarks or registered trademarks of their respective companies. Any registered trademarks and trademarks used herein are the exclusive property of their respective owners. The rights of unregistered trademarks (such as pending trademarks) in their jurisdiction may not be exclusive until they are registered as valid. The User may not (or allow any others to) remove, modify, alter, conceal or deface any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Product, Documentation, Materials and all related documentation and materials (in any form). This Agreement does not authorize the User to use Celsys' and/or its respective licensor(s)' names or respective trademarks.

## **13. Miscellaneous**

13.1 This Agreement shall be governed by the laws of Japan. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. The User's use of the Product may be subject to other country, state, provincial, national, or international laws. If, for any reason, the court of competent jurisdiction determines that any provision or part thereof is unenforceable, the rest of this Agreement shall remain in full force and effect.

13.2 When using the Product, the User shall comply with all relevant laws and regulations, including copyright law and export control related laws.

13.3 In the case of any dispute regarding this Agreement, the Tokyo District Court or the Tokyo Summary Court shall be the exclusive jurisdictional court for the first hearing.

13.4 The provisions of Articles 4, 5, 6, 10 and 12 shall remain in effect even after the end of this Agreement.

13.5 Celsys may change the terms of this Agreement if it deems it necessary in the following cases without individual agreement with the User. In such case, Celsys will notify the User, through the Internet or other appropriate method, of the change of the Agreement, the contents of this Agreement after the change, and the effective period of this Agreement after the change.