

GEOPIPE

TERMS OF SERVICE

GEOPIPE LICENSE AGREEMENT(S)

Dear Geopipe Customer:

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and Geopipe (as such term is defined below). By entering into this agreement, you verify that your country of residence is the same as your billing address.

- "Content" means all content available for license hereunder, including Visual Content (as defined herein.)
- "Visual Content" means any 2D or 3D content downloaded or acquired in any format that is available for license from the Geopipe website.

The following Terms of Service ("TOS") constitutes an agreement between Customer and Geopipe setting forth the rights and obligations with respect to any Content licensed by you. By agreeing to these TOS, you agree that these terms control your rights and obligations with respect to all Content licenses set forth herein, notwithstanding the subscription or license you may be purchasing today. Please revisit these TOS when you purchase any Content licenses. Geopipe reserves the right to modify these terms at any time in its sole discretion. Geopipe will notify you of any such change by an announcement on this page, your login page, and/or by other means to provide you the opportunity to review the modifications before they become effective. Modifications to these TOS will not apply retroactively. By continuing to download and/or use Content, you agree to be bound by all such changes. If you do not agree with any of the changes, do not download or use any Content.

PART I – VISUAL CONTENT LICENSES

1. Geopipe hereby grants you a non-exclusive, non-transferable, right to use, modify and reproduce Visual Content worldwide, as expressly permitted by the applicable license and subject to the limitations set forth herein:
 - A. VISUAL CONTENT LICENSES
 - i. A FREE MODEL LICENSE grants you the right to use Visual Content only under ALL of the following circumstances:
 1. For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind), OR for limited use in academic projects at a secondary education institution within the confines of assigned classwork, provided that the work is not reused under any use case that would fall under the Paid Model License.

2. As a part or whole of a 3D model or scene used to create a still rendering or video, a 3D-printed or milled physical model, or as reference for manually built physical models.
- ii. A PAID MODEL LICENSE grants you the right to use Visual Content:
1. As a part or whole of a 3D model or scene used to create a still 2D rendering or video, a 3D-printed or milled physical model, or as reference for manually built physical models. The resulting 2D rendering, 2D video, or physical model may be used:
 1. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), email marketing and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc., subject to the budget limitations set forth in sub-paragraph 1.A.ii.2 below);
 2. In printed advertising and informational material, including brochures, booklets, press releases, newspapers, and magazines;
 3. Incorporated into film, video, television series, advertisement, or other multimedia productions for distribution in any medium now known or hereafter devised (each a "Production"), without regard to audience size, provided the budget for any such Production does not exceed USD \$10,000;
 4. 3D-printed or otherwise manufactured or rendered in physical form for marketing, representation, and artistic purposes, provided no Visual Content is reproduced more than 1,000 times in the aggregate;

If neither the Free nor Paid Model Licenses grant you the rights you require, please contact Customer Service at license@geopi.pe or other contact method listed on <https://geopi.pe>. For example, for use in interactive experiences and Virtual Reality experiences, even where appropriate technological and contractual restrictions are implemented to reasonably prevent the end user from reproducing or retaining the Content beyond the terms of this TOS, a separate license must be acquired from Geopipe.

2. RESTRICTIONS ON USE OF VISUAL CONTENT

YOU MAY NOT:

- a. Use Content other than as expressly provided by the license you purchased with respect to such Content.
- b. Portray any location depicted in Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with

pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.

- c. Use any Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
- d. Use Content designated "Editorial Use Only" for commercial purposes.
- e. Resell, redistribute, provide access to, share or transfer any Content except as specifically provided herein. For example and not by way of limitation, the foregoing prohibits displaying Content as, or as part of, a "gallery" of content through which third parties may search and select from such content. For example and not by way of limitation, the foregoing also prohibits transmitting or reproducing the original Content in whole or in part to any third party,
- f. Use Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.
- g. Use any Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.
- h. Falsely represent, expressly or by way of reasonable implication, that any Content was created by you or a person other than the copyright holder(s) of that Content.

3. CREDIT AND COPYRIGHT NOTICES

- a. The use of Visual Content in connection with news reporting, commentary, publishing, or any other "editorial" context, shall be accompanied by an adjacent credit to Geopipe in substantially the following form:

"Source model from Geopipe" OR "Source model from <https://geopi.pe>"
- b. If and where commercially reasonable, the use of Visual Content in Merchandise or a Production shall be accompanied by a credit to Geopipe in substantially the following form:

"Visual Content, used under license from Geopipe"
- c. Credit attributions are not required in connection with any other use of Visual Content.
- d. In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable by the unaided eye.

Part III - WARRANTIES AND REPRESENTATIONS

- 1. Geopipe warrants and represents that:

- a. Geopipe's contributors have granted Geopipe all necessary rights in and to the Content to grant the rights set forth in Part I or Part II as applicable.
 - b. Visual Content in its original unaltered form and used in full compliance with these TOS and applicable law, will not: i) infringe any copyright, trademark or other intellectual property right; ii) violate any third parties' rights of privacy or publicity; iii) violate any US law, statute, ordinance, or regulation; or iv) be defamatory, libelous, pornographic or obscene.
2. While Geopipe makes commercially reasonable efforts to ensure the accuracy of keywords and descriptions, as well as the integrity of Visual Content designated "Editorial Use Only", GEOPIPE MAKES NO WARRANTIES AND/OR REPRESENTATIONS REGARDING ANY: I) KEYWORD, TITLES OR DESCRIPTIONS; OR II) VISUAL CONTENT DESIGNATED "EDITORIAL USE ONLY". For the sake of clarity, Geopipe will not indemnify or have any liability in respect of any claims arising from inaccurate keyword, titles or descriptions, any audio in Footage, or the use of Visual Content designated Editorial Use Only.
3. GEOPIPE MAKES NO WARRANTIES ABOUT THE PHYSICAL ACCURACY OF CONTENT TO THE PHYSICAL WORLD. While every effort is made to accurately reproduce the world, factors including incomplete, inaccurate, or missing source data, algorithmic approximations, software or hardware error, or human error may reduce the accuracy and/or fidelity of Content. Geopipe expressly forbids the use of Content in any engineering or surveying context, or in any application where human life or well-being may be impacted by the use of or accuracy of its models.
4. GEOPIPE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.

PART IV - INDEMNIFICATION AND LIABILITY

1. Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with Geopipe, Geopipe will defend, indemnify, and hold you harmless up to the applicable "Limit of Liability" set forth below. Such indemnification is solely limited to Customer's direct damages arising from a third-party claim directly attributable to Geopipe's breach of the express warranties and representations made in Part III hereof, together with associated expenses (including reasonable attorneys' fees). Indemnification is conditioned upon you notifying Geopipe, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., the use of Content at issue, the name and contact information of the person and/or entity making the claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed to Geopipe at legal-notices@geopi.pe, with a hard copy to Geopipe, 16 West 22nd Street, 6th Floor, Attention: General Counsel, via certified mail, return receipt requested; or ii) overnight courier, recipient's signature required. Geopipe shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Geopipe in the defense of any such claim and shall have the right to participate in any litigation at your own expense. You agree that Geopipe is not

liable for any legal fees and/or other costs incurred by you or on your behalf prior to Geopipe having a reasonable opportunity to analyze such claim's validity.

2. Geopipe shall not be liable for any damages, costs or losses arising as a result of modifications made to the Content or due to the context in which you use the Content.
3. Limits of Liability: Geopipe's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer's:
 - a. Free Licenses shall be USD \$100.
 - b. Paid Licenses shall be USD \$10,000.
4. You will indemnify and hold Geopipe, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Content other than the uses expressly permitted by these TOS. You further agree to indemnify Geopipe for all costs and expenses that Geopipe incurs in the event that you breach any of the terms of this or any other agreement with Geopipe.

PART V - ADDITIONAL TERMS

1. Except when required by law, Geopipe shall be under no obligation to issue refunds under any circumstances. All fees are non-refundable, even if your subscription is terminated before its expiration. If you purchase a subscription plan, you authorize Geopipe to charge you the full subscription fee for the duration of the term agreed to at the time of purchase. If your subscription plan auto-renews, Geopipe will charge you for each automatic renewal until you timely disable automatic renewal in your account settings. In the event that Geopipe determines that you are entitled to a refund of all or part of the fees you paid, such refund shall be made using the payment method originally used by you to make your purchase. If you reside in the European Union and you cancel your account within fourteen (14) days of making payment to Geopipe provided that you have not yet downloaded or licensed any Visual Content, Geopipe will refund the payment made by you in connection with such cancelled account.
2. If Geopipe is required to collect indirect taxes (such as sales tax, value-added tax, goods and services tax, et al) under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. Where Geopipe is not required to collect indirect tax from you, you may be required to self-assess said tax under the applicable laws of your country of residence.
3. "Non-transferable" as used herein means that except as specifically provided in these TOS, you may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone, Content or the right to use Content. You may however, make a one-time transfer of Content to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Content subject to the terms and conditions herein. If you become aware that any social media website uses any Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating Content from such Social Media Site, and to promptly notify Geopipe of each such social media website's use. You agree to take all commercially reasonable steps to prevent third parties from

duplicating any Content. If you become aware of any unauthorized duplication of any Content please notify us via email at support@geopi.pe.

4. Upon notice from Geopipe or if you learn that any Content is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Geopipe may be liable, or if Geopipe removes any Content for any reason and gives you notice of such removal, you will remove the Content from your computer systems and storage devices (electronic or physical) and, if possible, cease any future use of the removed Content at your own expense. Geopipe shall provide you with comparable Content (which comparability will be determined by Geopipe in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of these TOS.
5. If you use any Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Geopipe, upon Geopipe's reasonable request.
6. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the state and county of New York. The language of the arbitration shall be English. There shall be one arbitrator. Each party shall bear its own costs in the arbitration. Geopipe shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Geopipe, such action is necessary or desirable.
7. These TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. These TOS are governed by and shall be construed in accordance with the laws of the State of New York, without respect to its conflict of laws principles.
8. If you are entering into these TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Geopipe for any breaches of the terms of these TOS. You hereby grant Geopipe a worldwide, non-exclusive, limited license to use your trademarks in Geopipe's promotional materials, including a public customer list. Geopipe's use of your trademarks shall at all times conform to your then-current trademark use policies as made available to Geopipe and shall at all times inure to your benefit. Geopipe further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty (30) days from the date of receipt by Geopipe of your email request to content@geopi.pe.
9. The number of Content downloads available to you is determined by the product you purchase. For the purposes of these TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you

purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your Subscription will renew on September 30.

10. Unless otherwise specified in the coupon, any coupon or discount code applied to a purchase of any automatically renewing, installment payment or recurring subscription product shall apply only to the first installment thereof.
11. If any individual term of these TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of these TOS, so that these TOS shall otherwise remain in full force and effect.
12. **It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.**
13. **In the event that you breach any of the terms of this or any other agreement with Geopipe, Geopipe shall have the right to terminate your account without further notice, in addition to Geopipe's other rights at law and/or equity. Geopipe shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of a breach.**
14. **Except as expressly set forth herein, Geopipe grants no rights and makes no warranties, with regard to the use of personally identifiable information that may be contained in the Content, music or other audio in Footage, trademarks, trade dress or copyrighted designs or works of art or architecture depicted in any Visual Content. Geopipe only has model or property releases where expressly indicated on the Geopipe website.**
15. **Geopipe's liability under any individual license purchased hereunder shall not exceed the "Limit of Liability" applicable to the license in effect at the time customer knows or should have known of the claim, and is without regard to the number of times the subject Content is licensed or used by you.**
16. **Except as specifically provided in Part IV hereof, in no event, will Geopipe's total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the Geopipe websites and/or Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by Geopipe from you for the applicable Content license.**
17. **Neither Geopipe nor any of its officers, employees, managers, members, shareholders, directors or suppliers shall be liable to you or to any other person or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of your use of the Content, Geopipe's breach of this agreement, or otherwise, unless expressly provided for herein, even if Geopipe has been advised of the possibility of such damages, costs or losses.**
18. **Except as expressly set forth in Part III, all Content is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose. Some Content may contain elements that**

require additional clearance if the Content is modified or used in a particular context. If you make such modification or use Content in such context, you are solely responsible for obtaining any additional clearances thereby required.

- 19. Geopipe does not warrant that the Content, Geopipe websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Content is solely with you.**
- 20. In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Geopipe, Geopipe will promptly file a complaint with www.ic3.gov, the internet crime complaint center, a partnership between the [Federal Bureau of Investigation \(FBI\)](#) and the [National White Collar Crime Center](#).**

EFFECTIVE DATE: September 30, 2017