

END USER LICENSE AGREEMENT FOR NETFLIX MODELS

PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY. THIS AGREEMENT BETWEEN YOU (“YOU,” “YOUR,” OR “END USER”) AND NETFLIX (“NETFLIX,” “WE,” “OUR,” OR “US”) SPECIFIES THE TERMS AND CONDITIONS REGARDING USE OF THE NETFLIX MODEL(S), INCLUDING ALL SOURCE CODE, COMPILED CODE, IMAGES, MODELS, DOCUMENTATION, DATA, ANY RELATED MATERIALS, AND ANY COPIES THEREOF (COLLECTIVELY, THE “NETFLIX MODELS”).

BY USING THE NETFLIX MODELS AND/OR CLICKING ON THE “AGREE” BUTTON, YOU ARE ACCEPTING THIS AGREEMENT AND YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18, (2) REPRESENTING THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOURSELF OR YOUR COMPANY, AS APPLICABLE, AND (3) CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS OR CANNOT MAKE SUCH REPRESENTATIONS, DO NOT USE THE NETFLIX MODELS OR CLICK THE “AGREE” BUTTON.

1. License Grant. Pursuant to this Agreement, Netflix grants End User a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to internally use the Netflix Models solely for non-commercial purposes.

2. Restrictions. In addition to the restrictions recited in section 1 (“License Grant”), the following restrictions shall apply.

A. End User may not use the Netflix Models in any manner that is intended for or directed toward the production of products, commercial advantage or monetary compensation, including but not limited to (i) usage in the production of or in connection with feature films, television programming, online content, video games, marketing materials, and advertising; and (ii) usage in the production of or in connection with physical or virtual goods, including but not limited to vehicles, furniture, toys, graphic art, posters, clipart, greeting cards, wallpapers, screen savers, physical models, figurines, stickers, clothing, and emoticons.

B. End User is not authorized to grant sublicenses to use the Netflix Models nor to permit other persons to use the Netflix Models on a time-sharing or any other basis.

C. End User may not use or offer the Netflix Models as a service bureau, cloud service provider, subcontractor or otherwise.

D. Unless otherwise authorized by Netflix in writing, End User may not transfer, sell, rent, lease, loan, transmit, sublicense, or distribute the Netflix Models or any results (e.g., content) created from the Netflix Models to third parties.

E. End User may not, as determined solely by Netflix, use the Netflix Models or any results (i) in any obscene, offensive, distasteful, or disparaging manner, or (ii) in any unauthorized manner.

3. No Other Rights. The Netflix Models are copyrighted by and proprietary to Netflix and its licensors, which retain ownership of the Netflix Models. The license granted under this Agreement is not a sale of the Netflix Models. Except as stated above, this Agreement does not give End User any rights to patents, copyrights, trade secrets, trademarks or any other rights or license with respect to the Netflix Models. Netflix and its licensors reserve all rights in or related to the Netflix Models not

expressly granted hereunder. For the avoidance of doubt, End User agrees that any use, distribution, modification, or other exploitation of the Netflix Models or any results created from the Netflix models not expressly authorized hereunder is not permitted under any circumstances.

END USER'S RIGHTS UNDER THIS LICENSE WILL TERMINATE AUTOMATICALLY WITHOUT NOTICE FROM NETFLIX IF END USER FAILS TO COMPLY WITH ANY TERM(S) OF THIS LICENSE.

4. No Modifications or Reverse Compilation. END USER MAY NOT MODIFY, TRANSLATE, DISASSEMBLE, REVERSE ENGINEER, DECOMPILE OR CREATE DERIVATIVE WORKS BASED ON THE Netflix MODELS, IN WHOLE OR IN PART.

5. Disclaimer of Warranty on Netflix Models. End User expressly acknowledges and agrees that use of the NETFLIX Models is at End User's sole risk. The Netflix Models are provided "AS IS" and without warranty of any kind. NETFLIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NETFLIX DOES NOT WARRANT THAT THE NETFLIX MODELS ARE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. NETFLIX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE NETFLIX MODELS WILL MEET END USER'S REQUIREMENTS, OR THAT DEFECTS IN THE NETFLIX MODELS WILL BE CORRECTED. FURTHERMORE, NETFLIX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE THAT MAY BE OBTAINED WITH THE NETFLIX MODELS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

6. Indemnification. End User hereby agrees to indemnify, defend, and hold Netflix and its affiliates and their officers, directors, owners, shareholders, employees, agents, information providers, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by End User of this Agreement or End User's use of the Netflix Models. End User shall use its best efforts to cooperate with Netflix in the defense of any claim. Netflix reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by End User.

7. Limit of Liability. IN NO EVENT SHALL NETFLIX OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR LICENSING OF THE NETFLIX MODELS BE LIABLE TO END USER FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE NETFLIX MODELS AND/OR USAGE OF THE NETFLIX MODELS, EVEN IF NETFLIX OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE NETFLIX MODELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Government End Users. If the Netflix Models are acquired directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. For civilian agencies: The Netflix Models were developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors; and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): The Netflix Models are licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the FAR, clause 52.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and its successors, and use, duplication

or disclosure is subject to the restrictions set forth therein. Netflix, 121 Albright Way Los Gatos, CA 95032.

9. Effect of State Laws. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You may also have other rights which vary from state to state.

10. Choice of Law and Severability. The Agreement will be governed by the internal substantive laws of the State of California, without reference to conflicts of laws provisions. If for any reason a court of competent jurisdiction finds any provision, or portion thereof to be unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent that any action is taken to enforce the terms hereof, End User specifically agrees that such action may not be combined with any other action, whether as a class action or otherwise.

11. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time. Netflix reserves the right, in our sole discretion, to immediately terminate this Agreement at any time with or without notice. Upon termination, you must immediately (i) cease use of the Netflix Models and any results created from the Netflix Models, and (ii) remove the Netflix Models and any results created from the Netflix Models from all computer memories and storage devices within your possession or control (including but not limited to removing the Netflix Models from any online services where the Netflix Models are stored in association with an account under your control).

12. Export Control. End User agrees to not use or otherwise export or re-export the Netflix Models, in whole or in part, in violation of the laws of the United States or those of any other relevant jurisdiction, including but not limited to, the laws of the jurisdiction in which the Netflix Models were obtained.

13. Relationship of Parties. The parties hereunder are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between End User and Netflix. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

14. Assignment. End User may not assign End User's rights or delegate End User's duties under this Agreement either in whole or in part, whether by merger, reorganization, sale of stock or assets, operation of law, or otherwise, without the prior written consent of Netflix. Any attempted assignment or delegation without such consent will be void. Netflix may assign its rights and obligations hereunder without restriction.

15. Publicity. Nothing in this Agreement grants End User permission to use the trade names, trademarks, service marks, brands, characters, character names, or product names of Netflix or its affiliates.

16. Feedback. End User may provide feedback to Netflix concerning the Netflix Models from time to time, including but not limited to improvements and the identification of errors (the "Feedback"). End User hereby grants to Netflix a worldwide, royalty-free, transferable, irrevocable and perpetual license, with the right to sublicense, to use, modify, display, distribute, and otherwise exploit such Feedback without restriction, including, without limitation, utilizing and displaying such Feedback in connection with the Netflix Models.

17. Injunctive Relief. The parties acknowledge that any breach of this Agreement by End User, including but not limited to the unauthorized use and distribution of Netflix Models, may cause harm to Netflix and its licensors, that monetary damages alone may not redress. Accordingly, End User shall not

oppose Netflix seeking the immediate issuance of injunctive relief without bond or, if a bond is required under applicable law, End User shall support Netflix in efforts to have that bond not exceed \$50,000.00.

18. Survival. Sections 2-7, 11, and 15-19 shall survive termination or expiration of this Agreement.

19. Integration. END USER ACKNOWLEDGES AND AGREES THAT END USER HAS READ THIS AGREEMENT AND UNDERSTANDS IT, AND THAT IT IS THE ENTIRE AGREEMENT BETWEEN NETFLIX AND END USER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT, WHETHER WRITTEN OR ORAL, AND ANY OTHER COMMUNICATIONS BETWEEN NETFLIX AND END USER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF ANY NETFLIX LICENSORS WHOSE RIGHTS ARE LICENSED UNDER THIS AGREEMENT. Netflix reserves the right, in its sole discretion, to modify or replace any part of this Agreement. It is End User's responsibility to check this Agreement periodically for any changes on Netflix's then current website. End User's continued use of the Netflix Models following the posting by Netflix of any changes to this Agreement constitutes acceptance of those changes.