

## **SOLID STEEL LICENSE AND RELEASE AGREEMENT**

THIS IS A LEGAL AND BINDING AGREEMENT WITH DESIGN DATA CORPORATION. BY SIGNING AND SUBMITTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Solid Steel License Agreement (Agreement) is entered into between you and Design Data Corporation (Design Data) concerning your submission(s) containing computer code, parametrics, custom members, SDS/2 software extensions, models, artwork, audio recordings, copy, ideas, images, photography, text, video recordings, written materials and/or other materials ("Submission" whether one or more) for Design Data's consideration and possible use in connection with Design Data's Solid Steel Contest (Contest). For good and valuable consideration, the receipt of which you hereby acknowledge, you agree to the following:

- You hereby grant Design Data the following rights:
- An irrevocable, non-exclusive, royalty-free, perpetual license to use and exploit the Submission, including, without limitation, the title and each and every element of the Submission, in whole or in part, in credits, advertising, publicity, promotional and marketing materials, in any and all manner and media whatsoever, throughout the world; and
- The right to use your name, voice, image, likeness and biographical data in connection with both the Submission and the Contest, including, without limitation, in credits, advertising, publicity, promotional and marketing materials, throughout the world.
- Design Data is not obligated to pay you any compensation or other additional consideration in connection with the use of all or any part of the Submission, or in connection with the use of your name, voice, image, likeness or biographical data as provided for in this Agreement.

You represent and warrant as follows:

- You have the full power and authority to enter into and perform the terms of this Agreement.
- You are the author of the Submission and each and every element of the Submission is an original work created by you;
- You are the sole and exclusive owner of the Submission and all of the trademarks and copyrights therein;
- No one is entitled to any compensation or payment as a condition for Design Data's use and exploitation of the Submission; and
- The Submission in whole or in part (i) does not infringe upon the copyright, trademark or other intellectual property right of any third party, and (ii) does not violate any other rights of any third party.

You agree to defend, indemnify, and hold harmless Design Data and its parents, officers, directors, employees, consultants, licensees, agents, successors and assigns from and against any and all loss, damage, liability, claim, demand, suit, cost and expense (including court costs and reasonable attorneys' fees) resulting from claims made against Design Data by third parties

arising from any breach, or alleged breach, of your representations, warranties or obligations hereunder.

5. You shall not sue, and you irrevocably, unconditionally and entirely release, waive and forever discharge Design Data, its parents, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors and assigns, jointly and individually (Releasees), from any and all manner of liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which you ever had, now have, or in the future may have against the Releasees with respect to Design Data's use of the Submission, the Contest and/or your decision to provide Design Data with your Submission. Without limiting the generality of the foregoing, you specifically acknowledge that you shall not be entitled to equitable or injunctive relief, which you knowingly and voluntarily waive, and you shall not prevent or inhibit the use or exploitation of the Contest or of Design Data's license rights the Submission.

You acknowledge that the Submission may contain concepts, ideas, materials, proposals, suggestions and the like relating to the Contest and/or other Design Data initiatives (the Material). With respect to the Material you acknowledge that:

- Design Data receives numerous submissions from many parties and/or may have independently developed and/or considered similar Material and that Design Data's review of the Material is not an admission of novelty, priority or originality;
- Design Data's use of any similar Material, whether based on your Submission, or provided to Design Data by third parties, or independently developed by Design Data, shall be without obligation to you, and shall not be actionable as against Design Data on any bases, including but not limited to copyright and patent infringement.

You acknowledge that you have kept a copy of the Submission for your own use and that Design Data will not return the Submission provided by you, and shall have the right to retain or destroy the Submission at its sole discretion, and you hereby release Design Data from any claims related thereto.

9. Design Data shall be entitled to assign or sublicense all or a portion of the rights and licenses granted herein and/or this Agreement in its entirety, without payment to you. You shall not have the right to assign this Agreement or any of your obligations herein and any such assignment is voidable by Design Data in its sole discretion. This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, heirs and assigns of the parties.

10. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach.

11. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

12. You agree that the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the United States and the State of Nebraska, without giving effect to

conflicts of laws principles. You consent to the exclusive jurisdiction of the federal and state courts of Nebraska in regard to any dispute arising out of this Agreement.

13. This Agreement sets forth the entire understanding between Design Data and you with respect to the subject matter of this Agreement.

14. Design Data agrees not to redistribute the model to any third party.

**YOU HEREBY ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO ENTER INTO THIS AGREEMENT. YOU FURTHER REPRESENT AND ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO DO SO.**

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Name of Submitted Project

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Printed Name and Title, if Any

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Date

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Signature

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Company Name, if Applicable