CLO VIRTUAL FASHION LLC
END USER LICENSE AGREEMENT

Thank you for choosing to purchase license(s) to our Marvelous Designer Software ("Software"). This End User License Agreement ("Agreement" or "EULA") is between you as the "Licensee"—or the entity on behalf of which you are authorized to sign and enter into this EULA, in which case "you," "your," and "Licensee" will refer to that entity—and CLO Virtual Fashion, LLC, a Delaware limited liability company ("CLO").

This EULA describes your rights and the conditions upon which you may use the Software. This EULA incorporates CLO's Marvelous Designer License Agreement accessible at https://www.marvelousdesigner.com/terms/agreement ("Terms")—including, without limitation, Section 1 ("Binding Agreement); Section 2 ("Definitions"); Section 3 ("License Class, Term, and Conditions") Section 5 ("Limitation and Exclusions"); Section 7 ("Privacy and Use of Information, Connectivity and Activation"); Section 8 ("Limited Warranty and Disclaimers'); Section 9 ("Limitation of Liability"); Section 11 ("Confidentiality"); Section 12.4 ("Indemnification"); Section 12.6 ("Governing Law and Disputes"); and Section 12.10 (Open Source Software and Other Software). In the event of a conflict between the Terms and this EULA, the latter shall control. This EULA is exclusively governed by the laws of the State of New York, USA, regardless of conflict of laws principles.

This EULA becomes effective on the date it is signed by you ("Effective Date"). By signing this EULA, you warrant that you are authorized to sign and enter into this EULA on behalf of the entity listed as the "Licensee". CLO and you are sometimes referred to in this EULA individually as a "party" and collectively as the "parties."

1. Definitions. Unless otherwise defined in this EULA, capitalized terms in this EULA are defined in the Terms.

1.1. "Authorized Reseller" (or "Reseller") means a Legal Entity that has entered into a valid reseller agreement with CLO's Affiliates, including but not limited to CLO Virtual Fashion, Inc.

2. Term and Termination

2.1. Each party may terminate this EULA if the other party is in breach of this EULA and fails to cure such breach within twenty (20) calendar days after written notice of the breach; however, if Licensee is in breach of Sections 3 or 5 of the Terms, CLO may terminate this EULA immediately without notice. CLO may also suspend Licensee's license to the Licensed Materials and/or other CLO obligations or Licensee rights under this EULA, if Licensee fails to pay the applicable fees to CLO or otherwise fails to comply with this EULA or other terms relating to any such license or associated materials. CLO is under no obligation to provide the Licensed Materials to Licensee unless and until the applicable fees are paid to CLO and this EULA is signed by Licensee. CLO may also terminate this EULA if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This EULA will terminate automatically without notice if Licensee goes into liquidation. CLO may assign or subcontract any of its rights or obligations under this EULA. Each party may terminate this EULA for convenience, upon sixty (60) days notice; provided that the EULA shall not terminate until all then-active subscription Terms of all prepaid subscription licenses issued hereunder expire.

2.2. Effect of Termination of EULA or License. Upon termination of this EULA, the licenses granted hereunder will terminate. Any subscription licenses not renewed expire at the end of the applicable License Term. Upon termination or expiration of any license granted to Licensee: (a) Licensee must cease all use of the Licensed Materials to which such license applies and uninstall all copies of the Licensed Materials; (b) at CLO's request, Licensee agrees to destroy or return to CLO all the Licensed Materials; and (c) CLO reserves the right to require Licensee to show satisfactory proof that all copies of the Licensed Materials have been uninstalled and, if so requested by CLO, destroyed or returned to CLO.

2.3. Survival. Sections 2.2. and 2.3 of this EULA and Sections 8 through 12 of the Terms will survive any termination or expiration of this EULA.

3. General Provisions

3.1. Notices. Notices in connection with this EULA by either party shall be in a writing signed by an authorized representative of such party and be sent as an attachment to an email. Any notices to CLO shall be sent to legal@clo3d.com. Notices shall become effective according to Section 12.2 of the Terms.

3.2. CLO and Affiliates. CLO may arrange to have its Affiliates—including, without limitation, CLO Virtual Fashion, Inc.—engage in activities in connection with this EULA, provided that CLO (and not such Affiliates) will remain subject to the obligations under this EULA.

3.3. Audits. Licensee agrees that CLO has the right to require an audit (electronic or otherwise) of the Licensed Materials and the installation thereof and access thereto. As part of any such audit, CLO or its authorized representative will have the right, on at least ten (10) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities to verify that the use of any and all of the Licensed Materials is in conformance with this EULA. Licensee will provide full cooperation to enable any such audit. If CLO determines that Licensee's use is not in conformity with the EULA, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's use into compliance with this EULA and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, CLO reserves the right to seek any other remedies available at law or in equity, whether under this EULA or otherwise.

3.4. Entire Agreement. This EULA and any other terms referenced herein constitute the entire Agreement between the parties with respect to the subject matter hereof. No browse-wrap, click-wrap or other general terms and conditions ("Click-Through Agreement") embedded in any of Licensee's supplier or vendor portals, or invoice or payment processing systems, or purchase order forms shall be binding upon CLO, even if use thereof requires an affirmative "acceptance" of such Click-Through Agreement before access or use of those portals, systems, or forms are permitted. All Click-Through Agreements of Licensee shall be of no force or effect and are hereby rejected by CLO in their entirety. Any modifications to this EULA will be invalid unless agreed to in a writing signed by an authorized representative of the parties.

Licensee [Insert Company Name**]**

Address: [Insert Licensee Address**]**

Signature:

Name:

Title:

Date:

Email: