Nuitrack Software Terms

Last Updated 28 September 2026

Scope

These Software Terms govern your use of the Nuitrack Software (the "Software Terms"). 3DiVi provides downloadable software components that provide 3D skeletal, body, face and object tracking capability (the "Nuitrack Software"). Depending on your requirements and circumstances, you will use the Nuitrack Software under one of the license types described below.

Your use of the Nuitrack Software is subject to these Software Terms, which supplement and incorporate the 3DiVi Terms of Service. By downloading, installing or using the Nuitrack Software in any manner, you represent and affirm that you have read, understand and agree to be legally bound by and comply with these Software Terms. If you do not agree with these Software Terms, you are not authorized to use the Nuitrack Software in any manner.

License Types

3DiVi offers the Nuitrack Software under the following license types, each licensed annually per sensor unless stated otherwise:

a. Free Trial — for demonstration and evaluation only; may not be used for development of applications (Project Content) for commercial use.

b. Nuitrack AI Subscription — a paid annual subscription providing body, face and object tracking, including both the "Classical" and "AI" tracking engines; may be used to develop, distribute, sell and offer for sale Project Content.

c. Creative AI Subscription — a paid annual subscription providing the same tracking capability as the Nuitrack AI Subscription, together with the official TouchDesigner plugin and additional sample projects and engine packages; may be used to develop, distribute, sell and offer for sale Project Content.

d. Nuitrack for Persee — a license supplied together with Orbbec Persee hardware, on the commercial terms agreed with 3DiVi for that hardware at the time of purchase.

e. Legacy licenses — a Perpetual License or an Online License purchased before these Software Terms were last updated. 3DiVi no longer offers these license types for new purchases; a legacy license continues on the commercial terms under which it was purchased, and remains subject to these Software Terms as in effect from time to time.

A paid subscription or license is required for each copy of Project Content you distribute, sell or offer for sale. 3DiVi may monitor your compliance with and enforce these restrictions and requirements, including but not limited to monitoring the number of installations of Your Project Content. To see the current license types, their features and their pricing, please visit 3DiVi's online store.

You may not combine or integrate Project Content developed under a Free Trial with Project Content developed under a paid subscription or license, and you may not use more than one license type on the same installation at the same time.

Authorized Hardware

Nuitrack Software may only be used with 3D sensors supported by the version of the Nuitrack Software you have licensed, as identified on 3DiVi's website from time to time, including Kinect, Orbbec, LIPS, RealSense and Structure.

Auto-Renewal

At the end of the subscription term for a Nuitrack AI Subscription or a Creative AI Subscription, your subscription will automatically renew on an annual basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it. A Free Trial does not renew. Nuitrack for Persee and legacy licenses renew, if at all, on the terms agreed at purchase.

1. Rights to Use the Nuitrack Software

1.1 Use Rights

Conditioned upon your compliance with the terms and conditions of this Agreement and payment of all applicable subscription and unit license fees, 3DiVi grants you a non-exclusive, non-transferable license to install and execute the executable form of the Nuitrack Software.

1.2 Copies of Nuitrack Products

You may install the Nuitrack Software on both a primary and a secondary computer or operating system, solely for your convenience, but only for use by a single person. You may make a single copy of the Nuitrack Software solely for backup or archival purposes. For the sake of clarity, you may only use one installation at any given time.

1.3 Third Party Software

The Nuitrack Software incorporates or is bundled with Third Party Software governed by separate terms, including open source licenses. Such Third Party Software terms are identified in the LICENSE.TXT file bundled with the Nuitrack Software and incorporated into this Agreement by reference. You agree that you have reviewed and accepted those terms and that your use of the Nuitrack Software will be deemed acceptance thereof.

2. Restrictions

2.1 Nuitrack Software Streaming Restriction

You may not directly or indirectly distribute Your Project Content that utilizes data transmission (wireless, such as Bluetooth or WiFi, or wired) between an electronic device that runs Nuitrack Software and another electronic device that runs Project Content without a separate license from 3DiVi.

2.2 Nuitrack Software License Type Restrictions

You acknowledge and agree that, as an express condition to the rights granted under Section 1, you are not permitted to combine or integrate in any manner any of Your Project Content developed under one license type described in the License Types section above (e.g., a Free Trial) with any of Your Project Content developed simultaneously under another license type (e.g., a Nuitrack AI Subscription).

2.3 Educational Product Restrictions

If you are using an educational version of the Nuitrack Software, your right to use the Nuitrack Software and distribute the runtime portion of the Nuitrack Software in Your Project Content is limited to educational, non-commercial purposes.

2.4 Embedded Software Restriction

You may not directly or indirectly distribute Your Project Content installed on more than 1,000 electronic devices or systems without a separate license from 3DiVi.

2.5 Gambling Restriction

You may not distribute or publish any of Your Project Content in connection with any Gambling Activities without a separate license agreement from 3DiVi.

2.6 General Restrictions

Except as expressly specified in this Agreement, you may not:

a. copy (except in the course of loading or installing), modify or create derivative works of the Nuitrack Software;

b. distribute, transfer, sublicense, lease, lend, rent or otherwise provide access to the Nuitrack Software to any third party;

c. directly or indirectly make the functionality of the Nuitrack Software available to multiple users or third parties through any means, including but not limited to uploading the Nuitrack Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other technology or service;

d. use the Nuitrack Software for competitive analysis or to develop a competing product or service; or

e. do anything that could cause or result in the Nuitrack Software (including the runtime portion thereof) being subject to any open source license (or similar license) that requires, as a condition of use, modification or distribution, that the Nuitrack Software (including the runtime portion thereof) or other software combined or distributed with the Nuitrack Software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

You acknowledge and agree that portions of the Nuitrack Software, including but not limited to the source code and the specific design and structure of individual modules or programs, are confidential and constitute or contain trade secrets of 3DiVi and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Nuitrack Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by this Agreement or by law notwithstanding this prohibition.

3. Consent to Data Collection; Privacy Policy Obligations

You acknowledge and accept 3DiVi's privacy policy. You agree that the Nuitrack Software may send data to 3DiVi to: (a) check for Nuitrack Software updates; (b) provide aggregated usage statistics of your use of the Nuitrack Software and the use of Your Project Content by end users; (c) provide optional Developer Services; and (d) validate units in order to prevent unauthorized use. You acknowledge and agree that 3DiVi may deliver messages and contact you about the Nuitrack Software and other 3DiVi product and service offerings.

4. Support

You may access the online forums through the Site. You may also email info@3divi.com for assistance. Technical support may be offered by 3DiVi at its sole discretion as described on the 3DiVi website. You acknowledge and agree that 3DiVi has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Nuitrack Software.

5. Term

A Nuitrack AI Subscription or Creative AI Subscription will remain in effect for the initial annual subscription period, and thereafter will automatically renew on an annual basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it as described on the Site. For clarity, such subscriptions are not cancelable during the applicable subscription term and are non-refundable. A Free Trial remains in effect only for the evaluation period stated at activation. Nuitrack for Persee and legacy licenses remain in effect on the terms agreed at purchase.

Upon termination, you must, at 3DiVi's option, either promptly delete and destroy or return to 3DiVi all copies of the Nuitrack Software in your possession or control; however, if you have subscribed to use the Nuitrack

Software for the prior twenty-four (24) consecutive months, you may continue to use the then-current version of the Nuitrack Software after the subscription term.

6. Export Control and Sanctions

6.1 You represent and warrant that you are not located in, ordinarily resident in, or organised under the laws of Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk or Luhansk regions of Ukraine; that you are not located in or ordinarily resident in the Russian Federation or Belarus; and that you are not acting on behalf of, or for the benefit of, any person who is.

6.2 You represent and warrant that you are not identified on, and are not owned 50 per cent or more, directly or indirectly, by one or more persons identified on, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or its other sanctions lists, the U.S. Department of Commerce's Entity List, Denied Persons List or Unverified List, the European Union Consolidated Sanctions List, or the United Kingdom's Consolidated List of Financial Sanctions Targets.

6.3 You agree to comply fully with all applicable export control laws and regulations, and will not export, re-export, transfer or otherwise make the Nuitrack Software, any technical data relating to it, or any direct product of it available, directly or indirectly, to any person or destination described in clause 6.1 or 6.2, or otherwise in violation of, or for any purpose prohibited by, such laws and regulations.

6.4 You will not use the Nuitrack Software, and will not permit it to be used, for the design, development, production or deployment of nuclear, chemical or biological weapons or missile systems, nor for any military or intelligence end use for which authorisation would be required under applicable export control law.

6.5 The representations in this Section 6 are given on each purchase, on each renewal and on each use of the Nuitrack Software. You will notify 3DiVi promptly if any of them ceases to be accurate.

6.6 3DiVi may suspend or terminate your licence immediately, without liability, if any representation in this Section 6 is or becomes inaccurate, or if 3DiVi determines in good faith that continued performance would breach applicable export control or sanctions law. 3DiVi may refuse or reverse any transaction on the same grounds.

6.7 This Section 6 survives termination of these Software Terms.

7. Definitions

1. "Commercial Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, excluding any government, non-profit, educational or academic institution.

2. "Gambling Activities" means any gambling product or service offered in any market or application that is regulated by any local, state or national authority and requires a gambling license.

3. "Legal Entity" means any Commercial Entity, Non-Commercial Entity or Sole Proprietor.

4. "Non-Commercial Entity" means any government, non-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

5. "Sole Proprietor" means any Commercial Entity that is owned or controlled by a single individual, with no other partners or employees.

6. "Third Party Software" means software developed by third parties that is furnished with or as part of the Nuitrack Software.

7. "Free Trial" means the evaluation version of the Nuitrack Software made available for demonstration and evaluation purposes.

8. “Nuitrack AI Subscription” and “Creative AI Subscription” mean the paid subscription license types described in the License Types section above, as published on 3DiVi’s website from time to time.

9. “Nuitrack Software” means all versions and updates of all the Nuitrack software products identified on 3DiVi’s website.

10. “Your Project Content” means games, applications, software or other content that you develop with the Nuitrack Software.