

###FREEWARE LICENSE AGREEMENT

This FREEWARE LICENSE AGREEMENT (the "Agreement") is a legal agreement between Chaos Software Ltd., Mladost-1A, block 548 entrance B, 2nd floor, Sofia 1729, Bulgaria, ("Company") and you (either you as an individual or the legal entity for which you represent and warrant that you have the right, power and authority to act on behalf of and bind to this agreement) ("You").

This is a license agreement and not an agreement for sale. Even though a license fee is not paid for this license, it does not mean that there are no conditions for using the Product under this license. The Product is licensed to You only upon condition that You accept all of the terms and conditions contained herein. By downloading, executing, or using, all or any portion of, the V-Ray Benchmark (the "Product"), You agree to be bound by the terms of this Agreement. If You do not agree to the Agreement, You must not download, agree to the terms and conditions, click or check a relevant "I accept " button, or perform any similar act, and/or do not use the Product. "Use" or "using" means to access, execute, download, copy or otherwise benefit from using the functionality of the Product in accordance with this Agreement and/or the documentation. "Effective Date" means the date on which You accept this clickwrap contract or otherwise access, download, execute or use the Product, whichever occurs first.

For the purpose of this Agreement, "Software" shall mean any software module or program over which the Company has intellectual property rights.

####I. PRODUCT

1.1 The Product, as referred herein consists of:

- a freeware version of the Demo Standalone Preview Tool;
- any other accompanying Software, plug-ins and any updates or upgrades to the Software that You may be advised or offered to use from time to time;
- any associated files, documentation and materials, including but not limited to executable or installation files, binary executable files, library files, configuration files and documentation files.

1.2 The Product will be provided as an executable file which represents a demonstration tool for VR image and VR animation preview displaying some of the results when using V-Ray Software and Chaos Cloud. The Product does not include license for other V-Ray Software.

####II. GRANT OF LICENSE

2.1 Subject to the continuous compliance with the terms and conditions of this Agreement, the Company hereby grants You a limited, non-exclusive, non-sublicensable and non-transferable right to use the Product on an unlimited number of computers and to use it in object code form on these computers solely for demonstration purposes when using V-Ray Software and Chaos Cloud, and does not replace the V-Ray Software itself, as set forth in this Agreement (the "License").

2.2 This license includes right to unzip and execute the Product on Your computer with no limit to the number of cores or CPUs therein. Use within the scope of this license is free of charge and no royalty or licensing fees shall be paid by You, unless otherwise agreed hereunder.

###III. LIMITATIONS/RESTRICTIONS

You may not:

- a. use the Product or Your works for commercial purposes. "Commercial purposes" means, without limitation, to: sell, charge or accept payment in any form for the usage of the Product;
- b. adapt or reverse compile or reverse engineer or otherwise tamper the whole or any part of the Product;
- c. use the Product to create any new software product which is substantially similar to the expression of the Product;
- d. redistribute or give THE PRODUCT away in any way (lease, rent, loan, charge, donate, exchange, share or other) to any third parties in return for payment or other kind of material benefit;
- e. use the Product for commercial render-farm services that provide third parties with contracted/on demand rendering services. Render-farm service providers will need a separate agreement with Company;
- f. create any derivative works or make any translation, adaptation, arrangement and any other alteration of the Product or make any reproduction, distribution, communication, display or performance to the public of the results of such acts;
- g. use any of the Product's components, files, modules, audio-visual content, or related licensed materials separately from the Product;
- h. remove or alter any copyright or other proprietary notice or other marks from the Product;
- i. use the Product in a manner that infringes any third party's copyrights or any other rights;
- j. participate in any illegal, deceptive, misleading or unethical practices and activities, which may be detrimental to the Company or Product.

###IV. COLLATERAL PRODUCTS

4.1 The Product may be accompanied, may contain or the Company may provide from time to time other own and/or third party's software, drivers, data, documents, materials, etc ("Collateral Products"). Collateral Products may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in this Agreement. Unless such terms are included or referenced Collateral Products are subject to this Agreement. In case such terms apply You agree to comply with them. Initial information can be found in the attachment referred to as "VR_Preview_Tool_3rd_Party_Libs_Licenses.pdf", being an integral part hereto.

4.2 You will take sole responsibility for acquiring and complying with any licenses that may be necessary to use or to use in a different way any third party's software, data, documents or other materials. You acknowledge and agree that the Company has no responsibility for, and makes no representations or warranties regarding, such third party's software, data, documents or other materials or Your use of such third party's software, data, documents or other materials.

###V. DELIVERY

5.1 Company will furnish the Product electronically.

5.2 You have to register and download the Product from Company's website where the result of Your computer will be indicated.

5.3 Company does not warrant authenticity and Company may not provide any warranty for any products downloaded elsewhere.

###VI. OWNERSHIP

6.1 You acknowledge and agree that possession, execution, installation, or use of the Product does not transfer to You any title to the Company's intellectual property. Company and its licensors own and retain title to and ownership of, and all other rights with respect to the Product, the Collateral Products, the Confidential Information and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights.

6.2 You are granted only such rights as expressly described in this Agreement, and You have no other rights, implied or otherwise.

6.3 The Company shall keep the right to make any changes, improvements, and corrections it deems necessary of the Product hereunder, as long as such change, improvement or correction does not affect the Products main function and does not qualify as a new product.

###VII. RESULTS

7.1 The displayed results generated while using the Product are only indicative, and do not necessarily reflect the performance of the tested system in general and/or with other applications.

7.2 The results provided by the Product are typical, although not generated by specific testing procedures for Your system. The Company does not warrant that the results obtained will be accurate and reliable and will not make any verification of the results. You are solely responsible for any use of the Product and for any use and interpretation of the results.

###VIII. WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT, ANY OTHER SOFTWARE OR SUPPORT OR OTHER SERVICES, WHICH COMPANY, AT ITS SOLE DISCRETION, MAY PROVIDE FROM TIME TO TIME, ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT PRODUCT WILL MEET YOUR EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY. NOTHING IN THE FOREGOING RESTRICTS THE

EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY A CONTRACTUAL RESTRICTION.

THE COMPANY IS UNDER NO OBLIGATION TO PROVIDE TECHNICAL MAINTENANCE AND SUPPORT TO YOU, TO RECTIFY DEFECTS AND TO RESTORE FAILED SYSTEMS AND LOST DATA.

####IX. LIMITATION OF LIABILITY

9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL COMPANY AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF LICENSING FEES PAID BY YOU TO COMPANY. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.2 The Company will not be liable for any loss, damage or penalty if the Product is not performing or You are not able to use any or all of the Product's features due to a force majeure (including, but not limited to short-circuits, power outages, internet network malfunctions, administrative limitations and others such as a war, strike, riot, crime, or an event described by the legal term "act of God" e.g., flooding, earthquake, etc.) or other causes beyond the Company's reasonable control.

####X. TERM AND TERMINATION

10.1 The Agreement may be time-limited with a fixed expiration period as specified at the time the Product is acquired or at any time after that moment.

10.2 You may terminate the Agreement at any time by destroying the Product, related documentation and all copies thereof.

10.3 The Agreement will terminate immediately without notice from the Company if You fail to comply with any provision of the Agreement.

10.4 Upon the termination of the Agreement for whatsoever reason, You will cease all use of the Product and destroy all copies, full or partial, thereof.

10.5 Provisions which by law or by their nature shall survive termination, will survive the termination of this Agreement, however caused, and this will not imply or create any continued right for You to use the Product, or any part of thereof, after termination of this Agreement.

####XI. MISCELLANEOUS

11.1 This Agreement shall be construed in accordance with and governed by the substantive and procedure laws of the Republic of Bulgaria, but excluding the principles of conflict of laws and the United Nation Convention on the International Sale of Goods (CISG).

11.2 The parties agree to the exclusive jurisdiction of the competent courts of Sofia, Bulgaria, in respect of any proceeding, suit or action arising out of or in connection with this Agreement.

11.3 The Company uses tools to collect information about Your preference and behavior in order to deliver certain features and extensions related to the Product, identify trends and bugs, collect usage statistics and track other data related to Your use of the Product, as may be instructed from time to time by the Company. By accepting this Agreement, You consent to collection, processing, use and transfer of data in the manner and for the purposes set out in this Agreement.

11.4 The Company may use various technologies to collect and store information when you use the Product, and this may include using cookies or similar technologies to identify Your copy of the Product.

11.5 The Company uses Google Analytics, a web analytics service provided by Google, Inc. (e.g., to evaluate your use of the Product, compile reports on activity, and process collected information relating to the Product usage). Google Analytics uses first-party cookies that store information, such as time, previous usages, etc. Google Analytics data is classified as confidential information. Google Analytics product helps businesses and site owners analyze the traffic to and the usage of their apps and websites. For further information, You should refer to Google's privacy policy <http://www.google.com/intl/None/policies/privacy/>.

11.6 Personal information and data may be processed only for the performance of this Agreement, for administration and authentication purposes, for compliance with legal obligations or to address legitimate support needs, made at all times only in strict compliance with the Company Privacy Policy and related documents. Nevertheless, the Company may contact You with relevant product information or marketing communications, such as newsletters in order to maximize Your experience from the Product and its most recent features and versions. Such communications contain instructions on how You can opt-out in case You do not wish to continue receiving them.

11.7 Notices in connection with this Agreement will be in writing and will be sent by postal service or a delivery service. Notices will be effective when delivered and received by The Company at The Company's head office address, which currently is: Chaos Software Ltd., Mladost-1A, 147, Tsarigradsko shosse, 4th floor, 1784 Sofia, Bulgaria.

11.8 The Agreement constitutes the entire agreement between You and The Company regarding the Product. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

11.9 You may not assign this Agreement, and any assignment of this Agreement by You will be null and void.

11.10 Chaos Software, V-Ray and the V-Ray logo, Chaos Group and Chaos Group logo are registered trademarks of Chaos Software OOD. All other brand names, product names, or trademarks belong to their respective holders, and other ChaosGroup logos and names are trademarks of Chaos Software OOD. You agree not to display or use these trademarks in any manner without Chaos Software OOD's prior, written permission. The section titles and numbering of this Agreement are displayed for convenience and have no legal effect.

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