

# V-Ray Swarm End User License Agreement

## END USER LICENSE AGREEMENT

Last revised on February, 2022

This End User License Agreement (the **\*\*\*EULA\*\*\***) is a binding legal agreement between you, as an individual or entity, and Chaos Software LTD EOOD, EIK 204662149, VAT No. BG204662149, Mladost-1A, block 548 entrance B, 2nd floor, Sofia 1729, Bulgaria (**\*\*\*Chaos Group\*\*\***). By downloading, installing, or using the V-Ray Swarm application (the **\*\*\*Software\*\*\***), you agree to be bound by the terms of this EULA. If you do not agree to the EULA, do not download, agree to the terms and conditions, click or check a relevant "I accept " box, or perform any similar act, and/or do not use the Software.

You agree that installation or use of the Software signifies that you have read, understood, and agree to be bound by the EULA. Chaos Group products are authorized by a compatible license server (an ancillary license administration program used to prevent usage of unlicensed versions or copies, hereinafter referred to as "License Server"). The terms and conditions for the License Server shall be arranged in a separate agreement as a condition precedent to entering this EULA into force. The Software is licensed to you only upon condition that you accept all of the terms and conditions contained and/or referenced herein. This is a license agreement and not an agreement for sale.

### **\*\*NOTICE:**

Unless otherwise instructed by Chaos Group, the Software is provided to you under this EULA solely for use only together with a valid license for V-Ray for Autodesk Revit, V-Ray for SketchUp, V-Ray for Rhinoceros, and without additional payment in this case. Other forms of use of the Software requires a commercial license for the Software, subject to a separate license agreement, in return for a license fee.\*\*

### **\*\*1. DESCRIPTION\*\***

The Software is a downloadable software application that enables you to directly combine remote hardware and software resources when using V-Ray for Autodesk Revit, V-Ray for SketchUp, V-Ray for Rhinoceros, and to manage such resources from your machine (**\*\*\*Device\*\*\***).

You may download the Software, whether or not you use its functionality, but you must associate it with a valid V-Ray for Autodesk Revit, V-Ray for SketchUp, V-Ray for Rhinoceros, license to enable its full functionality.

### **\*\*2. LICENSE\*\***

Chaos Group hereby grants you, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, personal license to:

- 2.1. Use the Software for your own personal use only;
- 2.2. Install the Software on as many devices as you wish to (each of them considered a Device), provided that, however, if used for communication to other software applications which may require additional licenses, you must ensure compatibility with the additional requirements, as the case may be; and
- 2.3. Make one copy of the Software in any machine readable form solely for back-up purposes, provided you reproduce the Software in its original form and with all proprietary notices on the back-up copy.

For clarity, the foregoing is not intended to prohibit you from installing and backing-up the Software for other devices on which you also agreed to the EULA. Each instance of this EULA that you agree to grants you the aforementioned rights in connection with the installation, use and back-up of one copy of the Software on one device.

### **\*\*3. TITLE\*\***

Title, ownership and all rights (including without limitation intellectual property rights) in and to the Software shall remain with Chaos Group. Except for those rights expressly granted in this EULA, no other rights are granted, whether express or implied.

### **\*\*4. RESTRICTIONS\*\***

You understand and agree that you shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Software. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

You may not:

- 4.1. Create derivative works based on the Software;
- 4.2. Use the Software for any purpose other than as described herein;
- 4.3. Copy or reproduce the Software except as described in this EULA;
- 4.4. Sell, assign, license, disclose, distribute or otherwise transfer or make available the Software or any copies of the Software in any form to any third parties;
- 4.5. Alter, translate, decompile, reverse assemble or reverse engineer the Software, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or
- 4.6. Remove or alter any proprietary notices or marks on the Software.

### **\*\*5. PERSONAL INFORMATION AND PRIVACY\*\***

5.1. You acknowledge and agree that in order to acquire and use the Software, You (and third parties acting on Your behalf) may have to provide, and Chaos Group and its resellers (and third parties acting on behalf of Chaos Group and its resellers) may acquire, certain personal information and data with respect to You. Company processes Your personal data on contractual basis. Chaos Group is a data controller and as such Chaos Group takes appropriate technical and organizational measures to protect Your personal information. Personal information and data provided to Chaos Group in connection with this EULA may be processed in Bulgaria or any other country within the European Union (EU) in which Chaos Group or its subsidiaries, affiliates or resellers maintain facilities. Some of our affiliates, subsidiaries and resellers are located outside the EU. In principle, Chaos Group aims not to disclose personal information outside the EU and the EEA, or at least limit the cross-border data transfers to a minimum. Only in case one of our affiliates, subsidiaries and resellers are located or uses servers located outside of the EU or the EA, and it is absolutely necessary, Chaos Group may transfer personal data outside of the said boundaries. However, in such cases Chaos Group shall ensure that adequate measures for protection of Your personal data are in place and that the requirements of the applicable legislation are met before a cross-border transfer of personal data is executed.

5.2. Personal information and data may be processed only for the performance of this EULA, for administration and authentication purposes necessary for the execution of EULA, compliance with a legal obligation or to respond to support inquiries. In a very limited number of cases Chaos Group processes Your personal data based on legitimate interest, but only after Chaos Group has carefully assessed that such interests does not concern the fundamental rights and freedoms of the data subject.

5.3. Please note that Your personal information may be collected and processed in order to detect, prevent, or otherwise address non-valid use such as through fraud and software piracy (e.g., to confirm that software is genuine and properly licensed) and to protect You, Chaos Group, and/or third parties in furtherance of our legitimate interests. Using non-valid software is an act of copyright infringement, which may result in both civil and criminal penalties. Further, this EULA requires all customers to use the Software in compliance with all applicable laws and further prohibits any act of unauthorized use, access or reproduction. Chaos Group works with third party service providers to investigate the sale and use of non-valid software and in case of suspicions of software privacy Chaos Group may share personal data of suspected individuals to those third parties provided all applicable legislative requirements are followed. Chaos Group reserves all rights to take actions against unauthorized resellers of the Software on popular marketplaces and e-commerce sites, as well as to investigate anonymous reports of suspicious resellers and users of non-valid Software and software.

5.4. Chaos Group may provide personal information and data to its subsidiaries and affiliates, resellers or partners in connection with the provision, maintenance, administration or usage of the Software. Personally identifiable information and data will not be disclosed to external third parties not described in Chaos Group's Privacy Policy without Your consent. Chaos Group may, however, be required, by law or otherwise, to provide personal information and data to authorized organizations. Your account is password protected and all information is on a secure server, which only a limited number of Chaos Group's personnel can access. If You suspect that someone else knows Your password, or is using it, You shall inform Chaos Group and change Your password immediately

5.5. Chaos Group will keep Your personal information and data for as long as necessary to fulfill the above purposes or as provided for by law. You may modify and correct incomplete or inaccurate data at any time by notifying Chaos Group of any change to [dpo@chaosgroup.com](mailto:dpo@chaosgroup.com). Any request for deletion of Your personal data may result in immediate termination of this EULA and Your right to use the Software, which will become effective upon expiration of Your prepaid period. For additional information related to Your personal data, please read carefully our full Privacy Policy at: <https://www.chaosgroup.com/privacy>. Please note that Company may revise from time to time its Privacy Policy, and its most up to date version will always be available on the link listed above.

#### **\*\*6. NO WARRANTY\*\***

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE, ANY OTHER SOFTWARE OR SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND CHAOS GROUP 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 SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE SOFTWARE 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.

#### **\*\*7. RIGHT TO TERMINATE OR MODIFY SOFTWARE\*\***

Chaos Group may modify from time to time the Software and this EULA with notice to you either in email or by publishing notice on its website, including but not limited to, charging fees for the Software, or changing the functionality or appearance of the Software. In the event Chaos Group modifies the Software or the EULA, you may terminate this EULA and cease use of the Software. Chaos Group may terminate your use of the Software, the EULA or any related product you may use with regard to the Software, at any time, with or without notice.

#### **\*\*8. RENDER-FARM SERVICE\*\***

You may NOT use the Software for organizing commercial render-farm services that provide third parties with contracted/on demand rendering services. Render-farm service providers will need a separate agreement with Chaos Group.

#### **\*\*9. INDEMNIFICATION\*\***

By accepting the EULA, you agree to indemnify and otherwise hold harmless Chaos Group, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Software or any other matter relating to the Software.

#### **\*\*10. LIMITATION OF LIABILITY\*\***

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Chaos Group SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CHAOS GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL CHAOS GROUP'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF LICENSING FEES PAID BY YOU TO CHAOS GROUP. 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.

**\*\*11. NOTICES\*\***

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

**\*\*12. GENERAL\*\***

The EULA between you and Chaos Group will be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this EULA shall be an appropriate competent court sitting in Sofia, Bulgaria. The EULA constitutes the entire agreement between you and Chaos Group regarding the Software. If any provision of this EULA 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 EULA will remain in full force and effect. You may not assign this EULA, and any assignment of this EULA by you will be null and void. Chaos Software, V-Ray and the V-Ray logo, Chaos Group and Chaos Group logo are registered trademarks of Chaos Software EOOD. All other brand names, product names, or trademarks belong to their respective holders, and other ChaosGroup logos and names are trademarks of Chaos Software EOOD. You agree not to display or use these trademarks in any manner without Chaos Software EOOD's prior, written permission. The section titles and numbering of this EULA are displayed for convenience and have no legal effect.