License Agreement for V-Ray for Softimage

The license agreement below is for the full commercial version of V-Ray for Softimage. For the license agreements for the NFR and DEMO versions, please contact your authorized reseller or Chaos Software.

END USER SOFTWARE LICENSE AGREEMENT

V-Ray for Autodesk Softimage, version 3.0

IMPORTANT – PLEASE READ CAREFULLY

Chaos Software Ltd ("THE COMPANY"), acting on its own behalf or on behalf of an authorized by THE COMPANY reseller, licenses the rendering system V-Ray for Autodesk Softimage, version 3.0 (hereinafter referred to as "THE PRODUCT") to you (either you personally if you have acquired THE PRODUCT for yourself, or another legal entity which has acquired THE PRODUCT on your behalf; hereinafter referred to as "THE LICENSEE") only upon the condition that you accept all of the terms contained in this END USER LICENSE AGREEMENT ("THE AGREEMENT").

By installing, accessing, or otherwise copying or using all or any portion of THE PRODUCT, THE LICENSEE agrees to be legally bound by THE AGREEMENT. If THE LICENSEE does not agree to any or all of the terms in THE AGREEMENT, THE LICENSEE must not install, access, or otherwise copy or use THE PRODUCT and may, within thirty (30) days from the date of acquisition, return THE PRODUCT and any accompanying documentation and materials to THE COMPANY or its authorized reseller from which THE PRODUCT was acquired for a refund.

Article 1. SCOPE

1.1. THE COMPANY transfers and THE LICENSEE accepts the following nonsublicensable, nonexclusive, nontransferable rights over THE PRODUCT, subject to the restrictions in section 1.5:

a) to load THE PRODUCT, to view it on a computer screen, to execute it, to transmit it to a distance, to keep it on a computer storage device;

b) to create a back-up copy of THE PRODUCT, if that is needed for the specific use that the program has been acquired for.

c) to benefit commercially from using THE PRODUCT in the authorized manner considering the restrictions in Article 3.1. below, excluding the sale or transfer of purchased licensed copies to third parties.

1.2. By this AGREEMENT, THE COMPANY transfers to THE LICENSEE the rights referred to in paragraph 1.1 for 1 (one) licensed copy of THE PRODUCT.

1.3. By this AGREEMENT, THE COMPANY transfers to THE LICENSEE the rights referred to in paragraph 1.1 for 5 (five) licensed copies of V-Ray Standalone. The rights and obligations of THE COMPANY and THE LICENSEE with respect to each copy of V-Ray Standalone shall be arranged in a separate agreement.

1.4. A licensed copy constitutes of all computer files provided to THE LICENSEE by THE COMPANY (including but not limited to installation files, binary executable files, library files, configuration files and documentation files).

1.5. THE LICENSEE is entitled to use the graphical user interface of THE PRODUCT only on one computer or another technical device, respectively, at any one time. THE LICENSEE is entitled to use up to 5 (five) running copies of THE PRODUCT for batch frame-by-frame network rendering with the Softimage batch mode OR with V-Ray Standalone through the command line. THE LICENSEE is entitled to use up to 5 (five) running copies of THE PRODUCT for distributed rendering when the PRODUCT supports this functionality.

1.6. By THE AGREEMENT no rights over the trademarks of THE COMPANY, or other rights not specified herein, respectively, are being transferred to THE LICENSEE.

Article 2. RIGHTS AND OBLIGATIONS OF THE COMPANY

2.1. THE COMPANY shall have to furnish THE LICENSEE via electronic way with the amount, specified herein, of licensed copies of the PRODUCT whose rights to use, as defined in Article 1.1., are being transferred by THE AGREEMENT.

2.2. THE COMPANY shall have to keep confidential any of THE LICENSEE's trade secrets, as well as any other information or data THE COMPANY may become aware of during or in relation with the execution of THE AGREEMENT, except in cases where such information or data is required by applicable law.

2.3. 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 product's main function (rendering of 3d models) and does not qualify as a new product.

2.4. All purchased licenses will be authorized via a License Server. The rights and obligations of THE COMPANY with respect to the License Server shall be arranged in a separate agreement.

2.5. THE COMPANY shall not be responsible for any problems that may appear during or because of the use of the PRODUCT. THE COMPANY shall not be liable in case THE LICENSEE is 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., floodings, earthquakes, etc.).

2.6. THE COMPANY's entire liability shall be limited to damages of an amount equal to the amount of the initial purchase price originally paid by THE LICENSEE for THE PRODUCT. The entire liability of THE COMPANY and THE LICENSEE's exclusive remedy will be to attempt to correct or work around errors, to replace THE PRODUCT or to refund the purchase price and terminate THE AGREEMENT.

Article 3. RIGHTS AND OBLIGATIONS OF THE LICENSEE

3.1. THE LICENSEE shall not:

   a) Reproduce THE PRODUCT, except for back-up copies made only for their personal usage and which cannot be provided to any third parties;

   b) Use THE PRODUCT to develop a new software product with the same (rendering of 3d models);

   c) Give THE PRODUCT away in any way (lease, rent, charge, donate, exchange or other) to any third parties. THE LICENSEE is not allowed to sell, transfer, assign or grant access to his/her purchased licensed copy to a third party.

   d) THE PRODUCT cannot be used 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 THE COMPANY.

   e) 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;

   f) Adapt or reverse compile or reverse engineer the whole or any part of THE PRODUCT;

   g) Remove or alter any copyright or other proprietary notice from THE PRODUCT;

   h) Not by itself or with others participate in any illegal, deceptive, misleading or unethical practices and activities, which may be detrimental to THE COMPANY OR THE PRODUCT;

3.2. THE LICENSEE shall notify THE COMPANY immediately if THE LICENSEE becomes aware of any unauthorized use of the whole or any part of THE PRODUCT by any third party.

3.3. THE LICENSEE shall be entitled only to the rights specified in Article 1.1 of THE AGREEMENT.

3.4. THE LICENSEE shall be obligated to provide THE COMPANY with any information needed for the accurate completion of THE AGREEMENT's objective.

3.5. THE LICENSEE shall be obligated to keep confidential any of THE COMPANY's trade secrets, as well as any other information he/she may become aware of during or in relation with the execution of THE AGREEMENT, except in cases where such information is required by applicable law.

Article 4. PRODUCT AUTHORIZATION

4.1. THE PRODUCT may include protection schemes to prevent usage of unlicensed copies of THE PRODUCT.

4.2. THE PRODUCT will be authorized by a License Server, which terms and conditions are arranged in an additional agreement as described in Article 2.4.

Article 5. DURATION AND TERMINATION

5.1. THE AGREEMENT is effective until terminated.

5.2. THE LICENSEE may terminate THE AGREEMENT at any time by destroying THE PRODUCT, related documentation and all copies thereof. Upon the termination of THE AGREEMENT, THE LICENSEE shall cease all use of THE PRODUCT and destroy all copies, full or partial, of THE PRODUCT.

5.3. THE AGREEMENT will terminate immediately without notice from THE COMPANY if THE LICENSEE fails to comply with any provision of THE AGREEMENT.

Article 6. OTHER PROVISIONS

6.1. Any dispute about the existence and the validity of THE AGREEMENT, or in relation with THE AGREEMENT or with a breach of it, including any dispute and discrepancy about the effect, interpretation, termination, performance or failure to execute it, shall be settled by negotiations. In the event no solution is achieved, the dispute shall be taken to the Arbitration Court of Zurich. The arbitration language shall be English, and the applicable legislation shall be the Bulgarian legislation.

6.2. In the event any of the terms of THE AGREEMENT is declared void because it conflicts with the applicable law, the rest of the terms and the AGREEMENT as a whole shall remain in full effect. Such invalid term shall be superseded by the legal provisions.

6.3.The parties hereto shall be obligated not to disclose to any third party any part of the information exchanged in the negotiations held between them during or in relation with the execution of THE AGREEMENT, except where such information is required by applicable law.

6.4. Any amendment or modification of THE AGREEMENT shall only be made by an additional agreement made in writing between the parties (annex) and signed by both of them.