

# End User License Agreement

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- c. If You are entitled to a refund under this Agreement, then unless We otherwise specify, We will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to You.
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## 6. PREREQUISITES AND REQUIREMENTS

The Product may be authorized by a Protection Mechanism, including but not limited to, a compatible License Server (an ancillary license administration software used by the Product, to prevent usage of unlicensed versions or copies). The Product may contain or be accompanied by collateral products such as third-party software, data or other materials ("Third Party Materials") that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement. To the extent any terms of this Agreement conflict with any such terms, the latter shall prevail. Such terms may be included or referenced in or with the Third Party Materials (e.g., in the "About box" or elsewhere) or a web page specified by Chaos (the URL for which may be obtained on Websites or on request to an Chaos representative), where the requirements and supported versions of the Third Party Materials may be found in the Documentation. You agree to comply with such terms. In addition, You will take sole responsibility for obtaining and complying with any licenses that may be necessary to use Third Party Materials that You Use or obtains for Use in conjunction with a Product. You acknowledge and agree that Chaos has no responsibility for, and makes no representations or warranties regarding, such Third Party Materials or Your Use of such Third Party Materials. Internet access may be needed at all times, and creation or login to an account may be needed to use all aspects of the Product. You are solely responsible for arranging and paying any cost for the Use of the proper Third Party Materials, internet or other network access, equipment, software, services and other resources required for You to Access and/or Use a Product, including, without limitation, hardware and software prerequisites such as proper Compute and operating system, license, service provider or otherwise fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Chaos may not be held responsible for the support of Your Access and will not be responsible for the reliability, security or performance of any Access. Products may not be available in all countries or locations now or in the future. These terms do not change any restrictions applicable to Your Use of any other products and offerings of Chaos provided under separate terms and conditions not part of this Agreement.

## **7. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY**

Chaos will make the Service available to You and Your Users consistent with the manner in which Chaos makes the Services generally available to other End Users of the Service. Chaos may provide support services via email, phone lines, or otherwise, during regular business hours and will endeavor in good faith to respond to customer support inquiries within two (2) business days, provided that both conditions are met: You and Your Users are using the most current updates of the affected Product, and are not running a beta version, of the affected Product. Any service level agreement(s), if any, which may be available in connection with a Product will be Additional Agreements and the credits (if any) set forth in any such will be Your sole and exclusive remedy for Chaos's failure to meet the identified service levels. Not all Products will have service level agreement(s). Chaos does not make any representations or guarantees related to uptime or availability of any offering, except as specifically identified in the applicable service level agreement(s), if any. If there are any updates or upgrades to the Product, Chaos may provide the updated Product to You. Certain new functions, or functions of the Product that have previously been provided to You, may not be available depending on Your update status. If Chaos or a Reseller provides You with an upgraded or updated version of a Subscription or Product, previously provided to You under this Agreement, upon Chaos sole discretion You may lose the previous version(s). Upon an upgraded or updated version availability, Chaos may, upon its sole discretion, stop any support for previous version(s).

## **8. REMOTE ACCESS AND DELIVERY**

Chaos will deliver the Product electronically by giving You remote Access, whilst You have to register an Account, Access, download and install the Product from an official website of Chaos does not warrant the authenticity and does not warrant Products acquired elsewhere. In order to receive a Product license authorization key, You may have to generate a provisional code from the Computer where the Access to License Server is installed, following the instructions in the furnished Documentation and to provide that provisional code to Chaos. Chaos may further provide the respective Software License authorization key. Subscriptions and/or Products can be provided on various pricing levels such as Beginner, Advanced, Professional, Solo, Premium, Enterprise, Copper, Silver, Gold, Platinum, and any other as may be designated from time to time by Chaos .

## **9. OWNERSHIP**

Chaos and its respective suppliers retain all rights to intellectual and intangible property relating to the Product, the Third Party Materials, and the Confidential Information, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You are granted only such rights as expressly described in the various terms and conditions accepted hereby either directly or by reference, and You have no other rights, implied or otherwise. You acknowledge and agree that possession, installation, or use of the Product does not transfer to You any title to Chaos's intellectual property. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Chaos shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to You.

## **10. CONFIDENTIALITY**

Confidential Information. Chaos and You acknowledge and agree that during the Term of or in relation with this Agreement either party (the "Disclosing Party") may disclose to the other party (the "Recipient") certain business and/or technical information of a confidential and proprietary nature. "Confidential Information" means any proprietary information, trade secret (organization, structure, object or source code of the Product, etc. any API, SDKs, libraries, reference, sample code etc.) or other non-public information, clearly designated as Confidential, Privileged or which by its essence or the surrounding circumstances may be considered as Confidential, that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under this Agreement. Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized Internal Use, including but not limited to, the performance of obligations hereunder. Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties throughout the term of Your Product license, except in cases where such information is required by applicable law or court order and a prompt advance notice to Disclosing party has been sent to enable the latter to seek a protective order or otherwise prevent such disclosure. Feedback. Each party may from time to time provide suggestions, comments or other feedback ("Feedback") to the other party with respect to Confidential Information provided by such other party and/or the other party's products or services. Both parties agree that all Feedback is and will be given entirely voluntarily. Neither party shall provide any Feedback that is subject to license terms that seek to require any of the other party's products, technology, service or documentation incorporating or derived from such Feedback, or any of the other party's intellectual property to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of Feedback will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

## **11. DATA PRIVACY**

You acknowledge and agree that You may provide, and Chaos and its Partners may obtain, certain information and data with respect to You (including, without limitation, personal data) and Your business in connection with this Agreement, including but not limited to, information and data provided to or obtained by Chaos and Partners, related to ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Products and/or managing the relationship with You. You hereby acknowledge that you have read and been familiarized with Chaos' data privacy and data protection policies, as such policies may be updated from time to time, located at <https://enscape3d.com/privacy/> or any other successor site designated by Chaos. 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, 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 Agreement requires all customers to use the Product in compliance with all applicable laws and further prohibits any act of unauthorized use, access or reproduction. Chaos 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 may share personal data of suspected individuals to those third parties provided all applicable legislative requirements are followed. Chaos reserves all rights to take actions against unauthorized resellers of the Product on popular marketplaces and e-commerce sites, as well as to investigate anonymous reports of suspicious resellers and users of non-valid Product and software.

## **12. LIMITED WARRANTY**

Chaos warrants that, as of the date on which the Product is delivered to You and for ninety (90) days thereafter or if the Subscription term is shorter, such shorter period ("Warranty Period"), the Product will provide the general features and functions described in the Documentation. Chaos's and its Affiliates' entire liability and Your exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Chaos's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the fees, if any, paid by You and terminate this Agreement or the license specific to such Product. Such refund is subject to the return, during the Warranty Period, of the Chaos applicable policy further information of which may be received from Your Chaos Representative. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. CHAOS DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. THIS LIMITED WARRANTY DOES NOT APPLY TO OFFERINGS NOT PART OF THE PRODUCT, WHICH CHAOS OR ITS AFFILIATES, AT THEIR SOLE DISCRETION, MAY PROVIDE FROM TIME TO TIME, AND WHICH ARE MADE AVAILABLE ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, NOT LIMITED TO PRE-RELEASED SOFTWARE, UNSTABLE VERSIONS, BETA, TRIAL, EVALUATION, OR NOT-FOR-RESALE COPIES, ANY OFFERINGS MADE AVAILABLE BY CHAOS OR ITS AFFILIATES FOR FREE. THIS LIMITED WARRANTY IS VOID IF FAILURE IN PERFORMANCE OR DEFECT OF THE PRODUCT RESULTED FROM YOUR NEGLIGENCE, ABUSE, MISUSE, AMENDMENT OR ATTEMPTED AMENDMENT OF THE PRODUCT FROM THIRD PARTY OTHER THAN CHAOS OR ITS AFFILIATES, ACCIDENT, IMPROPER OR UNAUTHORIZED USE OF THE PRODUCT OR MATERIAL BREACH OF THIS AGREEMENT. ALL WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD TO THE RESELLER FROM WHICH YOU ACQUIRED THE PRODUCT OR TO CHAOS, ALONG WITH PROOF OF ACQUISITION.

## **13. DISCLAIMER**

THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF, AND YOU ACKNOWLEDGE AND AGREE THAT CHAOS AND ITS AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER 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 NON-INFRINGEMENT. THE FOREGOING LIMITED WARRANTY IS FURTHER NOT ENLARGED OR OTHERWISE AFFECTED BY CHAOS OR ITS AFFILIATES RENDERING OR ANY SUPPORT SERVICES OR TECHNICAL OR OTHER ADVICE OR COMMUNICATION IN CONNECTION WITH THE PRODUCT OR ITS USE. WITHOUT LIMITING THE FOREGOING DISCLAIMER, CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT PRODUCT WILL MEET YOURS 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY TERMS AND CONDITIONS AGREED TO HEREBY, EITHER DIRECTLY OR BY REFERENCE, CHAOS AND ITS AFFILIATES DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT, AND THAT CHAOS OR ITS AFFILIATES WILL CORRECT ALL DEFECTS. THE USE OF THE PRODUCT IS AT USER'S SOLE RISK. UNLESS CHAOS OR ITS AFFILIATES SPECIFY OTHERWISE, CHAOS AND ITS AFFILIATES PROVIDE THIRD PARTY PRODUCTS WITHOUT WARRANTIES OF ANY KIND. HOWEVER, THEIR RESPECTIVE MANUFACTURERS, DEVELOPERS, SUPPLIERS, OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES. SPECIFIC DISCLAIMER APPLICABLE ONLY TO LICENSE TYPES SUCH AS TRIAL, BETA, NFR, DEMO, LABS OR PRE-RELEASE, OR MADE AVAILABLE AS "FREE" IN OTHER TESTING MODE, OR WITHOUT REQUIREMENT OF PAYMENT, ETC., FOR WHICH THE LIMITED WARRANTY AND THE DISCLAIMER IN THE PREVIOUS SECTIONS DO NOT APPLY: IT IS UNDERSTOOD THAT THE PRODUCT, AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT, ANY SOFTWARE OR SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND CHAOS AND ITS AFFILIATES DISCLAIM 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 NON-INFRINGEMENT. CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT THE PRODUCT WILL MEET YOURS 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.

## **14. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL CHAOS OR ANY ITS AFFILIATE OR ITS LICENSORS BE LIABLE (DIRECTLY OR INDIRECTLY) TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING, NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES OR DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, EVEN IF CHAOS OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. YOU ACKNOWLEDGE AND AGREE THAT IN ANY EVENT THE AGGREGATE LIABILITY OF CHAOS AND ITS AFFILIATES AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT AND ANY PRODUCT WILL BE LIMITED, EXCEPT FOR REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, TO THE AMOUNT PAID, IF ANY, BY YOU FOR SUCH PRODUCT, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED. This Agreement will be governed by and construed in accordance with the laws of (a) Germany if You acquired the Subscription for a Product in a country outside the United States of America; or (b) the State of New York, USA, (and, to the extent controlling, the federal laws of the United States) if Your Territory is the USA. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of): (i) the courts of general jurisdiction of New York, New York, USA, in the case of subsection (b) above, or (ii) in the case of subsection (a) above any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the district court of Karlsruhe, Germany (Landgericht Karlsruhe). Chaos may also choose the competent court at Your (i) residence, (ii) place of business or (iii) registered office for any action arising hereunder. The right of either Party to claim injunctive relief before the courts competent under the applicable laws remains unaffected. Nothing in the foregoing will prevent Chaos or its Affiliates from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. The prevailing party in any action to enforce this Agreement will be entitled to fully recover its attorneys' fees and costs in connection with such action.

## **15. SURVIVAL**

Sections concerning USE RESTRICTIONS, CONFIDENTIALITY, OWNERSHIP, PRIVACY, LIMITED WARRANTY, DISCLAIMER, LIMITATIONS OF LIABILITY, and OTHER PROVISIONS will survive the termination of this Agreement, howsoever caused, and this will not imply or create any continued right for You to use the Product or any part of the Product after termination of this Agreement.

## **16. TERM**

This Agreement shall run for the agreed term. You can choose between a One-Month Subscription, One-Year Subscription or Three-Year Subscription. The term starts upon this Agreement's effective date and ends (i) in case of the One-Month Subscription, with the end of the day before the day with the same number as the effective date in the following month; if such day does not exist in the following month, with the end of the last day of the following month, (ii) in case of the One-Year Subscription, with the end of the day before the day with the same number of the same month in the following year, and (iii) in case of the Three-Year Subscription, with the end of the day before the day with the same number of the same month in the third year following the effective date.

## **17. RENEWALS**

After each applicable term, and subject to Chaos's right to a Price Change, this Agreement shall automatically renew for another Subscription term equivalent in time to the initial Subscription term, unless terminated by a party pursuant to this Section. In addition, additional or special terms governing renewals of certain License Types may be further specified in Exhibit A hereto.

## **18. TERMINATION. MODIFICATION**

Right of Return: PROVIDED THAT THIS IS NOT IN CONFLICT WITH THE NATURE OF THE PRODUCT OR OTHERWISE AVAILABLE FOR EXCLUSION FROM THE SCOPE OF MANDATORY PRODUCT WITHDRAWALS AND RENEWALS BY THE APPLICABLE LAW, YOU MAY, WITHIN FOURTEEN (14) DAYS FROM THE EFFECTIVE DATE OF A SUBSCRIPTION, RETURN THE PRODUCT TO CHAOS OR ITS AUTHORIZED RESELLER FROM WHICH THE PRODUCT WAS ACQUIRED, FOR A REFUND NOT EXCEEDING THE RELEVANT LICENSE FEE PAID, IF ANY. Termination for Cause: Either party may terminate this Agreement for cause if the other party (a) fails to cure any material breach of the terms of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Termination for Convenience: If You agreed upon the One-Month Subscription, each party shall be entitled to terminate this Agreement with respect to any renewal with two weeks' notice prior to the end of the term of the applicable One-Month Subscription. If You agreed upon the One-Year Subscription or Three-Year Subscription, each party shall be entitled to terminate this Agreement on an one-month notice prior to the end of the respective term of the applicable One-Year Subscription or Three-Year Subscription. Consequences of Termination: Upon any expiration or termination of this Agreement, You must cease using all licensed Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on Your behalf. You will certify such deletion upon our request. You may not have access to Your Data not saved on Your own storage media (and we may delete all of Your Data unless legally prohibited) after expiration or termination of this Agreement (or its applicable Subscription term), so You should make sure to export Your Data using the functionality of the Products during the applicable Subscription term. If we terminate this Agreement based on a Termination for Cause, you will pay any unpaid fees covering the remainder of the then-current Subscription term after the effective date of termination. In no event will termination relieve You of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Suspension: Chaos may also terminate any right granted to You under this Agreement and/or suspend, modify, or delete Your account if it has another valid reason to do so (for example, You are repeatedly or seriously breaking any limitations imposed by law or contract; ceasing a Product for economic reasons due to a limited number of Users, etc.) or without reason by giving You a reasonable prior notice. If Chaos terminates any right granted to You under this Agreement and/or suspends or deletes Your account, this means that Your access to and right to Use a Product will be temporarily or permanently revoked.

## **19. MODIFICATIONS**



Product Modifications: Chaos retain all the rights to make and have implemented, from time to time, any changes, improvements and corrections, it deems necessary upon its own discretion, to the Product hereunder, as long as such change, improvement or correction does not affect the Products main function. Agreement Modifications: From time to time, Chaos may modify, add to, supplement or delete terms of this Agreement, for instance if there is a change to its Products and Services, to improve safety or in case of change in applicable laws. If Chaos substantially changes the terms of this Agreement, Chaos will notify You in advance before the new terms of this Agreement come into effect and You will be asked to accept those changes to continue to Use the Products or Services, provided that the acceptance will be deemed given if You continue Using the Product. The applicable version of the Agreement will be at all times available on <https://enscape3d.com/eula/> or any other successor site designated by Chaos, and You accept to check on a regular basis (at least every two weeks) whether the terms of the Agreement have been updated, as well as each time You Use a Product. Together with the notice, we will specify the effective date of the modifications. Unless otherwise indicated with the modifications, any and all such modifications will take effect at the next renewal of Your Subscription term and will automatically apply as of the renewal date, unless You elect not to renew. Changes to the terms of this Agreement will not substantially change the contractual balance between You and Chaos, and will not have retroactive effect. Notwithstanding the foregoing, in some cases (e.g., to address compliance with laws, or as necessary for new features) there may be modifications which will mandatorily become effective during your then-current Subscription term. If the effective date of such modifications is during Your then-current Subscription term, and such modification materially adversely affects Your Use of the affected Product, then (as Your exclusive remedy) You may terminate Your affected Subscription upon notice to Us, and We will refund You prorated any fees you have pre-paid for Use of the affected Products or Services for the terminated portion of the applicable Subscription term. To exercise this right, You must provide Us with notice of Your objection and termination within thirty (30) days of Us providing notice of the modifications.

## **GENERAL PROVISIONS:**

### **20. NOTICES**

Any notice under this Agreement must be given in writing. We may provide notice to you through Your account email address, Your account or in-product notifications, by publishing a notice to all Users to a Product web portal, or elsewhere as may be agreed hereby. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to You will be deemed given upon the first business day after we send it. You will provide notice to us by post to [contracts@chaos.com](mailto:contracts@chaos.com), Attn: General Counsel. Your notices to us will be deemed given upon receipt.

### **21. FORCE MAJEURE**

Chaos will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from, and shall not be responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services or other similar events beyond its reasonable control.

### **22. CLASS ACTION WAIVER**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND CHAOS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION, COLLECTIVE ACTION OR CLASS ARBITRATION, OR AS A PRIVATE ATTORNEY GENERAL. To the extent applicable law does not permit waiver of private attorney general claims, but permits them to be arbitrated, then such claims shall be resolved by way of arbitration only before an arbitration court nominated upon mutual consent. The arbitrator(s) shall be empowered to grant whatever relief would be available in a court under law or in equity.

### **23. COMPLIANCE WITH LAWS**

You shall comply with all applicable laws in connection with Your activities arising from this Agreement. You further agree that you will not engage in any illegal activity and you acknowledge that Chaos reserves the right to notify You or appropriate law enforcement in the event of such illegal activity.

### **24. ASSIGNMENT**

You may not assign or transfer this Agreement without our prior written consent. Any attempt by You to transfer or assign Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

### **25. EXPORT CONTROLS**

You acknowledge and agree that the Product (including any data submitted by You in connection with a Service and any Result generated by a Service) may be subject to the export control and trade sanctions laws, rules and regulations of the United States and may be subject to the export control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where You are located or operate (hereinafter jointly referred to as the "Export Controls"). Both parties shall comply with the U.S. Export Administration Regulations, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or Used for any purposes prohibited by such laws and regulations You further represent, warrant and covenant that neither You nor Your Affiliates or personnel (i) are a citizen or resident of, or located within, a nation or region that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, the Crimean peninsula, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any applicable government restricted party lists (including, without limitation, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Controls, Use Products (or Services) in connection with any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear activities, chemical/biological weapons, rocket systems or unmanned air vehicles, or (iv) will Use the Product (or Services) to disclose, transfer, download, export, or re-export, directly or indirectly, any of Your Results generated by the Product (or Services), Content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Controls or other laws or regulations to which You may be subject to.

### **26. ENTIRE AGREEMENT**

This Agreement consists of all the terms and conditions set forth hereby, inclusive of the content of any Exhibits hereto, and any other terms referred to herein, constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. The separate terms may be amended separately, and Chaos may amend any of them, as well as modify, update, or put to an end the Use of, any Product, from time to time, with or without notice depending on the type of change, by conveying an advance notice to You by means of sending an email message to You, publishing a notice on Websites or Product forum (s), amending the Documentation, enabling a pop-up notice in the Product, or otherwise. You agree to monitor on a regular basis the established lines of communication in order to be aware of any updates regarding the Products and the Agreement. Not providing Your disagreement prior to the effective note of a change, in addition to Your continuing Use of the Product after the effective date of a notice, shall be deemed an agreement to such a change. This Agreement shall apply to all Chaos's products, unless otherwise provided for in the specific license terms and conditions under which an Offering is made available for customer use, for example, this Agreement may not apply to certain freeware license type software, or software not designated under the description of Product stipulated in the Agreement, which is licensed under separate terms and conditions. Unless otherwise stipulated by Chaos, this Agreement shall also apply to any Products:

- a. updates and upgrades,
- b. supplements, and
- c. related Services (if any). Maintenance and support services are governed by the end user support agreement, which, if any, will be specified by Chaos, and is hereby incorporated by reference into this Agreement. By accepting this Agreement you also accept, agree and guarantee that in case You provide to a third person the legitimate possibility to Access or Use the Product or any part of it You shall procure the said third person's acceptance and agreement with the present Agreement otherwise such access or usage shall be deemed illegal.

## **27. WAIVER; MODIFICATION**

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Unless otherwise stipulated elsewhere in this Agreement, any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

## **28. RECORDS**

You shall retain records pertaining to Product Use. You grant to Chaos and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, You shall promptly pay the appropriate license fees, plus reasonable audit costs, as determined by Chaos.

## **29. COUNTRY-SPECIFIC TERMS – MEMBER STATES OF THE EUROPEAN UNION**

29.1. LICENSE FEE You shall pay the fee set forth by Chaos for the applicable Product or Subscription. Fees are available at the Product portal. If You agreed upon a one-month term ("One-Month Subscription"), the fee is to be paid monthly in advance of the applicable One-Month Subscription. If You agreed upon a one-year term ("One-Year Subscription"), the fee is to be paid yearly in advance of the applicable One-Year Subscription. If You agreed upon a three-year term ("Three-Year Subscription"), the fee is to be paid in advance of the applicable Three-Year Subscription. Any other Subscription periods made available on a Product or Subscription portal, and relevant payments, will follow the same logic. Chaos shall be entitled to modify any fees for a Subscription, Product or Service ("Price Change") on a six-week notice, in writing. Except as otherwise announced with a fee modification notice, any fee modification will take automatic effect at the next renewal of Your Subscription Term, unless You elect not to renew. Where the fee modification is envisaged to take effect during Your current Subscription Term, You are entitled to terminate Your Subscription and/or Agreement, in writing, at least 10 days prior to expiration of the fee modification notice period. In this case, the current terms of Your Subscription and/or Agreement remain unchanged and Your Subscription and/or Agreement will terminate with effect towards one month after expiration of the fee modification notice period. In case You decide to terminate, You will be entitled to prorated refund of the positive balance of Your prepaid fees, if any. \*ther than as permitted in this Section or elsewhere in this Agreement, all amounts are non-refundable, non-cancelable and non-creditable. You agree that We may bill Your credit card or other payment method for renewals, additional Users, overages to set limits or scopes of Use, expenses, and unpaid fees, etc, as applicable.

29.2. TERMINATION The following cause for termination shall not apply: (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

29.3. LIMITED WARRANTY If You are not a Consumer, instead of Section 12, above, only the following shall apply re Limited Warranty: If the Product and /or Services by Chaos are defective because their suitability for contractual use is not only insignificantly suspended, Chaos shall be liable in accordance with the mandatory statutory provisions for material defects and defects of title. Strict liability for damages with respect to defects that were already present when the Agreement was concluded is excluded. You have to report defects to the Provider immediately via e-mail or via your account. Technical data, specifications and performance data in public statements by Chaos, in particular in advertising material, shall not be deemed as a statement to the quality of the Product and/or Services. Chaos shall not be liable for defects which are due to use of the Products and/or Services contrary to this Agreement, and /or unauthorized modifications, by You or third parties.

29.4. DISCLAIMER The Disclaimer in Section 13, above, shall not apply.

29.5. LIMITATIONS OF LIABILITY Instead of Section 14, above, only the following shall apply re Limitations of Liability: Chaos or its Licensors are liable for intent and gross negligence in accordance with the statutory provisions. In case of slight negligence, Chaos or its Licensors shall only be liable in case of violation of an essential contractual obligation ("Cardinal Obligation") as well as in case of damages resulting from injury to life, body or health. Chaos or its Licensors shall only be liable for foreseeable damages, the occurrence of which must typically be expected. Chaos or its Licensors shall be liable in accordance with the German Product Liability Act in the event of product liability. Chaos or its Licensors shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken. Any more extensive liability of Chaos is excluded on the merits.

## **Exhibit A - Special Terms and Conditions**

### **1. SPECIAL TERMS AND CONDITIONS FOR COMMERCIAL LICENSE**

1.1. The terms and conditions of this Agreement which are not clearly referred to as applicable only to specific License Type(s) will apply to all License Types, including but not limited to Commercial License Type.

## **2. SPECIAL TERMS AND CONDITIONS FOR TRIAL LICENSE**

2.1. You may download a Trial License version for evaluation and, thereafter, if You liked the Product, order license under the terms and conditions stipulated above, i.e. You can try the Product before starting to pay a license fee. Even though a license fee is not paid for the Trial License, it does not mean that there are no conditions for using the Product under Trial License. These additional and specific terms contained in this Section "Trial License" will apply whenever You choose to Use the Product under Trial License.

2.2. The Product under Trial License can be either a fully-functional, time-limited version, or a feature-limited version, or a combination of these two types. Detailed description of the Trial License restrictions might be found hereunder, on a designated Website and/or on the Documentation, for example Product user-guide, etc.

2.3. Subject to Your full and continuous compliance with this Agreement and the restrictions stipulated anywhere in this Agreement, Chaos grants, and You accept, a non-exclusive, non-sublicensable and non-transferable (except if the latter is permitted by applicable law) right and license for mere evaluation, non-Commercial Purposes only. You are authorized to install, copy, and Use the Product for the sole purpose of testing its functionality.

2.4. The product under this license type is provided free of charge only until it is a trial license. Continuous Use of the product following expiration of the trial period, or any attempt to Use the Product following expiration of the trial period, are allowed only after payment in full of the attributable license fees. The specifics of the trial license exclude any refund request(s) concerning any linked license or otherwise referred license purchased for the purpose of Using it together with the Product, or Products which are immediately consumed by a single Use. Inter alia, if a trial license is a time-limited, fully-functional version, allowing You to see and test all the features, Your refund request will be declined if based on trial license claims concerning absence of certain feature(s) or if any feature doesn't work as You expected it to work. All other refund cases, if any, are regulated by Chaos warranty and limitation of liability policy.

2.5. You may not, in addition to any other restrictions contained elsewhere:

- a. Use the Product without payment of the attributable license fees after expiration of the Trial License.
- b. benefit commercially from using the Product in the authorized manner.

2.6. The Trial License may be limited with a term and will be effective until terminated or You choose to Use the Product under the standard terms and conditions for the Product, in return for a license fee, stipulated in the other sections of this Agreement, whichever occurs earlier.

2.7. You may terminate the Agreement at any time by returning and/or destroying the Product, related documentation and all copies thereof.

2.8. Chaos may terminate the Agreement at any time. The Agreement will terminate immediately without notice from Chaos if You fail to comply with any provision of the Agreement.

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

2.10. Unless at the end of the Trial Period Chaos decides to extend the Trial Period or You elect to be licensed the Product in return for applicable fee, You accept to immediately stop Using the Product and return and/or destroy the Product, related Documentation and all copies thereof. If You retain the Product after the end of the Trial Period, Chaos will consider that You chose to be licensed the Product in return for an applicable fee, under the terms and conditions of the standard Agreement for this Product. Payment of the applicable fees is due as from the day immediately following the end of the Trial Period, as instructed in details in the relevant invoice(s).

2.11. Sections (LIMITATIONS/RESTRICTIONS) (CONFIDENTIALITY AND NON-DISCLOSURE) (OWNERSHIP), (PRIVACY), (LIMITED WARRANTY), (DISCLAIMER), (LIMITATIONS OF LIABILITY) (OTHER PROVISIONS) will survive the termination of this Agreement, howsoever caused, and this will not imply or create any continued right for You to Use the Product or any part of the Product after termination of this Agreement.

## **3. SPECIAL TERMS AND CONDITIONS FOR BETA (OR PREVIEW) LICENSE**

3.1. Whenever You are provided a Beta License Type for a Product, You acknowledge, understand, recognize and agree that the Product, and any of its updates may contain errors, AND ARE PROVIDED TO YOU FOR LIMITED EVALUATION PURPOSES ONLY.

3.2. Under this License Type You may not Use the Product or Licensee's Works for commercial purposes, unless a specific agreement with Chaos is reached on that. The specific agreement may be replaced by a relevant statement stipulated on the beta section of the Product "Commercial Purposes" means, not limited to,: sell, charge, accept payment in any form or other compensation for the Use of the Product, if at all allowed to You under separate special terms and conditions, Licensee's Works, or parts thereof, produced with the Product.

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4.1. Whenever You are provided a NFR License Type for a Product, You acknowledge, understand, recognize and agree that it is a designation for the Product that gives You right only for testing and demonstration purposes, with the understanding that you will not resell the Product.

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5.2. Academic or educational institutions are defined as those dedicated to education, including public and private universities, colleges, junior colleges, elementary, middle, high schools, and technical schools which are accredited by a state or other appropriate governmental agency or organization.

5.3. Student/ educator is a person who can confirm enrollment/ employment at a degree-granting educational institution.

5.4. Chaos may decide not to charge a full license fee and this will be clearly indicated in the relevant Product section.

#### **6. SPECIAL TERMS AND CONDITIONS FOR RENDERFARM LICENSE**

6.1. Whenever You are provided a license for Use of the Product for commercial renderfarm services, an additional agreement supplementing and amending the present Agreement will be signed with You.

#### **7. SPECIAL TERMS AND CONDITIONS FOR APPSDK FOR INTERNAL USAGE AND DEVELOPMENT**

7.1. Whenever You are provided a V-Ray Application Software Development Kit ("V-Ray Application SDK") license for Use of the Product, these additional conditions and limitations apply to You – the Licensee.

#### **8. DEFINITIONS:**

8.1.1 V-Ray Application SDK, hereinafter referred as the "SDK", consists of: *V-Ray Render Engine (major version, as may be further specified by Chaos), which means Chaos's proprietary rendering software core in a binary code format.* V-Ray Application SDK API, which means programming interface that allows You, directly or through Licensee's Works, to programmatically access certain V-Ray Render Engine features and functions; *V-Ray Application SDK API Reference Guides, containing "Sample Code";* any other accompanying software, plug-ins and any updates or upgrades to the rendering software that You may install from time to time; \* any associated files, documentation and materials, including but not limited to installation files, Sample code, binary executable files, library files, configuration files and documentation files.

8.1.2 For the purposes of this section "Licensee's Works" means software, software applications, software modules, products, projects, services, solutions or other applications, You create through utilizing the SDK.

8.1.3 "Content" means Licensee's or a Third Party's text, pictures, data, or other information which are: (i) submitted to, stored, retrieved \*r processed by the SDK operating with Licensee's Works, (ii) obtained, developed or produced by the Product operating with Licensee's Works, including but not limited to rendered images. Content is neither part of the SDK, nor of Licensee's Works.

8.1.4 "Sample Code" means sample code examples in source code format.

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**9. INTERNAL USAGE AND DEVELOPMENT:** Subject to and conditioned to Your continuous compliance with this Agreement and payment of the applicable fees for the Product, if any, Chaos grants You non-exclusive, Internal Use, non-sublicensable, non-transferable (except if permitted by applicable law), revocable right and license to access the SDK, or any part of it, for development, research and other internal purposes only, to:

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c. link to Licensee's Works and/or any other software, software applications, products, projects, services, solutions of Yours; and/or

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## **10. SDK REQUIREMENTS AND ADDITIONAL LIMITATIONS:**

### **10.1.1 Required Licenses are:**

a. V-Ray Application SDK license. One V-Ray Application SDK license entitles You to one installation of the SDK on one Computer. The term of the V-Ray Application SDK license is specified as designated by Chaos . You may request renewal of the term, however Chaos keeps the right to refuse such renewal. In case the renewal is confirmed by Chaos, the term of the license is deemed automatically extended for an additional period, as instructed by Chaos, under the terms and conditions of this Agreement.

b. Universal Render Node license. One Universal Render Node license entitles You to Use one running copy of V-Ray Render Engine for rendering at any one time. The terms and conditions for Universal Render Node license may be arranged in a separate agreement with Chaos .

## **11. NUMBER OF LICENSES:**

Your number of licenses is specified by Chaos, where usually one Product license entitles You to one SDK license. Additional licenses can be acquired from time to time under the terms and conditions of the relevant license agreement governing the licenses acquisition. You acknowledge that Chaos is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that You may develop based on the V-Ray Application SDK license herein. Nothing in this Agreement shall impair, limit or curtail Chaos' right to continue with its development, maintenance and/or distribution of Chaos's technology or products. You agree not to assert in any way any patent owned by You arising out of or in connection with the SDK and/or the Product, or modifications made thereto, against Chaos, its subsidiaries or Affiliates, or their customers, direct or indirect, agents and contractors for the manufacture, use, import, licensing, offer for sale or sale of any Chaos's or its Affiliates' products.

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12.3. One account entitles You for a single PLE license at a time. Repetitive grant of license might be available upon compliance with the terms and conditions hereof.

12.4. Chaos may, from time to time and at its sole discretion, vary any terms and conditions applicable, or terminate this offering in whole or in part, with or without prior notice to You.

12.5. Until further notice, PLE is available as a pilot project only, may not be available in all regions across the world, and all the special terms and conditions applicable to Beta Licenses, shall also apply to PLE.

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\_\_\_\_\_END OF THE AGREEMENT\_\_\_\_\_

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**CONSUMER END USER LICENSE AGREEMENT**

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## 1. DEFINITIONS

The clause headings are included for convenience only, have no legal effect and shall be ignored when construing these Terms. Capitalized terms are defined in this Agreement, or elsewhere in the other applicable terms and conditions accepted hereby by reference. Unless otherwise stated, references to clauses or schedules are references to the clauses or schedules of this Agreement, references to this Agreement include its schedules and references to paragraphs within a schedule are references to the paragraphs of that schedule. Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders. References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organizations, governments, governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality) and corresponding or similar entities in any relevant jurisdiction. Reference to any statute includes a reference to any subordinate legislation and to any amendments, consolidation, extension or re-enactment of that statute or subordinate legislation. The use of the words "including" or "include" shall not limit the general applicability of any preceding words.

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"Additional Agreement" a Product (or portions thereof) may be subject to terms (e.g., terms accompanying a particular offering or made available in connection with ordering, installing, downloading, accessing, using or copying such offering) that are in addition to, or different from the terms set forth in, this Agreement, and You agree to comply with such terms. Additional Agreement(s) mean any agreement (1) for any applicable Product not covered by this Agreement, or (2) that You and Chaos agree in writing, including related to the Access or Use of a Product. Additional Agreements may include, without limitation, terms such as service level agreement(s).

"Affiliate" means any entity that Controls, is Controlled by, or is under common Control with either Party, as applicable, where "Control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

"Cloud Services" on demand, cloud-based, or otherwise remotely accessible Services.

"Computer" means (i) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (ii) a software implementation of such a device (or so-called virtual machine).

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### 14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL CHAOS OR ANY ITS AFFILIATE OR ITS LICENSORS BE LIABLE (DIRECTLY OR INDIRECTLY) TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING, NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES OR DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, EVEN IF CHAOS OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. YOU ACKNOWLEDGE AND AGREE THAT IN ANY EVENT THE AGGREGATE LIABILITY OF CHAOS AND ITS AFFILIATES AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT AND ANY PRODUCT WILL BE LIMITED, EXCEPT FOR REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, TO THE AMOUNT PAID, IF ANY, BY YOU FOR SUCH PRODUCT, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED. This Agreement will be governed by and construed in accordance with the laws of (a) Germany if You acquired the Subscription for a Product in a country outside the United States of America; or (b) the State of New York, USA, (and, to the extent controlling, the federal laws of the United States) if Your Territory is the USA. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of): (i) the courts of general jurisdiction of New York, New York, USA, in the case of subsection (b) above, or (ii) in the case of subsection (a) above any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the district court of Karlsruhe, Germany (Landgericht Karlsruhe). Chaos may also choose the competent court at Your (i) residence, (ii) place of business or (iii) registered office for any action arising hereunder. The right of either Party to claim injunctive relief before the courts competent under the applicable laws remains unaffected. Nothing in the foregoing will prevent Chaos or its Affiliates from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. The prevailing party in any action to enforce this Agreement will be entitled to fully recover its attorneys' fees and costs in connection with such action.

### 15. SURVIVAL

Sections concerning USE RESTRICTIONS, CONFIDENTIALITY, OWNERSHIP, PRIVACY, LIMITED WARRANTY, DISCLAIMER, LIMITATIONS OF LIABILITY, and OTHER PROVISIONS will survive the termination of this Agreement, howsoever caused, and this will not imply or create any continued right for You to use the Product or any part of the Product after termination of this Agreement.

### 16. TERM

This Agreement shall run for the agreed term. You can choose between a One-Month Subscription, One-Year Subscription or Three-Year Subscription. The term starts upon this Agreement's effective date and ends (i) in case of the One-Month Subscription, with the end of the day before the day with the same number as the effective date in the following month; if such day does not exist in the following month, with the end of the last day of the following month, (ii) in case of the One-Year Subscription, with the end of the day before the day with the same number of the same month in the following year, and (iii) in case of the Three-Year Subscription, with the end of the day before the day with the same number of the same month in the third year following the effective date.

## **17. RENEWALS**

After each applicable term, and subject to Chaos's right to a Price Change, this Agreement shall automatically renew for another Subscription term equivalent in time to the initial Subscription term, unless terminated by a party pursuant to this Section. In addition, additional or special terms governing renewals of certain License Types may be further specified in Exhibit A hereto.

## **18. TERMINATION. MODIFICATION**

Right of Return: PROVIDED THAT THIS IS NOT IN CONFLICT WITH THE NATURE OF THE PRODUCT OR OTHERWISE AVAILABLE FOR EXCLUSION FROM THE SCOPE OF MANDATORY PRODUCT WITHDRAWALS AND RENEWALS BY THE APPLICABLE LAW, YOU MAY, WITHIN FOURTEEN (14) DAYS FROM THE EFFECTIVE DATE OF A SUBSCRIPTION, RETURN THE PRODUCT TO CHAOS OR ITS AUTHORIZED RESELLER FROM WHICH THE PRODUCT WAS ACQUIRED, FOR A REFUND NOT EXCEEDING THE RELEVANT LICENSE FEE PAID, IF ANY.

Termination for Cause: Either party may terminate this Agreement for cause if the other party (a) fails to cure any material breach of the terms of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Termination for Convenience: If You agreed upon the One-Month Subscription, each party shall be entitled to terminate this Agreement with respect to any renewal with two weeks' notice prior to the end of the term of the applicable One-Month Subscription. If You agreed upon the One-Year Subscription or Three-Year Subscription, each party shall be entitled to terminate this Agreement on a one-month notice prior to the end of the respective term of the applicable One-Year Subscription or Three-Year Subscription. Consequences of Termination: Upon any expiration or termination of this Agreement, You must cease using all licensed Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on Your behalf. You will certify such deletion upon our request. You may not have access to Your Data not saved on Your own storage media (and we may delete all of Your Data unless legally prohibited) after expiration or termination of this Agreement (or its applicable Subscription term), so You should make sure to export Your Data using the functionality of the Products during the applicable Subscription term. If we terminate this Agreement based on a Termination for Cause, you will pay any unpaid fees covering the remainder of the then-current Subscription term after the effective date of termination. In no event will termination relieve You of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Suspension: Chaos may also terminate any right granted to You under this Agreement and/or suspend, modify, or delete Your account if it has another valid reason to do so (for example, You are repeatedly or seriously breaking any limitations imposed by law or contract; ceasing a Product for economic reasons due to a limited number of Users, etc.) or without reason by giving You a reasonable prior notice. If Chaos terminates any right granted to You under this Agreement and/or suspends or deletes Your account, this means that Your access to and right to Use a Product will be temporarily or permanently revoked.

## **19. MODIFICATIONS**

Product Modifications: Chaos retain all the rights to make and have implemented, from time to time, any changes, improvements and corrections, it deems necessary upon its own discretion, to the Product hereunder, as long as such change, improvement or correction does not affect the Products main function. Agreement Modifications: From time to time, Chaos may modify, add to, supplement or delete terms of this Agreement, for instance if there is a change to its Products and Services, to improve safety or in case of change in applicable laws. If Chaos substantially changes the terms of this Agreement, Chaos will notify You in advance before the new terms of this Agreement come into effect and You will be asked to accept those changes to continue to Use the Products or Services, provided that the acceptance will be deemed given if You continue Using the Product. The applicable version of the Agreement will be at all times available on <https://enscape3d.com/eula/> or any other successor site designated by Chaos, and You accept to check on a regular basis (at least every two weeks) whether the terms of the Agreement have been updated, as well as each time You Use a Product. Together with the notice, we will specify the effective date of the modifications. Unless otherwise indicated with the modifications, any and all such modifications will take effect at the next renewal of Your Subscription term and will automatically apply as of the renewal date, unless You elect not to renew. Changes to the terms of this Agreement will not substantially change the contractual balance between You and Chaos, and will not have retroactive effect. Notwithstanding the foregoing, in some cases (e.g., to address compliance with laws, or as necessary for new features) there may be modifications which will mandatorily become effective during your then-current Subscription term. If the effective date of such modifications is during Your then-current Subscription term, and such modification materially adversely affects Your Use of the affected Product, then (as Your exclusive remedy) You may terminate Your affected Subscription upon notice to Us, and We will refund You prorated any fees you have pre-paid for Use of the affected Products or Services for the terminated portion of the applicable Subscription term. To exercise this right, You must provide Us with notice of Your objection and termination within thirty (30) days of Us providing notice of the modifications.

## **20. GENERAL PROVISIONS:**

### **21. NOTICES**

Any notice under this Agreement must be given in writing. We may provide notice to you through Your account email address, Your account or in-product notifications, by publishing a notice to all Users to a Product web portal, or elsewhere as may be agreed hereby. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to You will be deemed given upon the first business day after we send it. You will provide notice to us by post to [contracts@chaos.com](mailto:contracts@chaos.com), Attn: General Counsel. Your notices to us will be deemed given upon receipt.

### **22. FORCE MAJEURE**

Chaos will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from, and shall not be responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services or other similar events beyond its reasonable control.

### **23. CLASS ACTION WAIVER**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND CHAOS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION, COLLECTIVE ACTION OR CLASS ARBITRATION, OR AS A PRIVATE ATTORNEY GENERAL. To the extent applicable law does not permit waiver of private attorney general claims, but permits them to be arbitrated, then such claims shall be resolved by way of arbitration before an arbitration court nominated upon mutual consent. The arbitrator(s) shall be empowered to grant whatever relief would be available in a court under law or in equity.

#### **24. COMPLIANCE WITH LAWS**

You shall comply with all applicable laws in connection with Your activities arising from this Agreement. You further agree that you will not engage in any illegal activity and you acknowledge that Chaos reserves the right to notify You or appropriate law enforcement in the event of such illegal activity.

#### **25. ASSIGNMENT**

You may not assign or transfer this Agreement without our prior written consent. Any attempt by You to transfer or assign Agreement except as expressly authorized above will be null and void. We may assign our rights and obligations under this Agreement (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under this Agreement, in which case we will remain responsible for their compliance with this Agreement. Subject to the foregoing, this Agreement will inure to the parties' permitted successors and assigns.

#### **26. EXPORT CONTROLS**

You acknowledge and agree that the Product (including any data submitted by You in connection with a Service and any Result generated by a Service) may be subject to the export control and trade sanctions laws, rules and regulations of the United States and may be subject to the export control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where You are located or operate (hereinafter jointly referred to as the "Export Controls"). Both parties shall comply with the U.S. Export Administration Regulations, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or Used for any purposes prohibited by such laws and regulations You further represent, warrant and covenant that neither You nor Your Affiliates or personnel (i) are a citizen or resident of, or located within, a nation or region that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, the Crimean peninsula, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any applicable government restricted party lists (including, without limitation, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Controls, Use Products (or Services) in connection with any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear activities, chemical/biological weapons, rocket systems or unmanned air vehicles, or (iv) will Use the Product (or Services) to disclose, transfer, download, export, or re-export, directly or indirectly, any of Your Results generated by the Product (or Services), Content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Controls or other laws or regulations to which You may be subject to.

#### **27. ENTIRE AGREEMENT**

This Agreement consists of all the terms and conditions set forth hereby, inclusive of the content of any Exhibits hereto, and any other terms referred to herein, constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. The separate terms may be amended separately, and Chaos may amend any of them, as well as modify, update, or put to an end the Use of, any Product, from time to time, with or without notice depending on the type of change, by conveying an advance notice to You by means of sending an email message to You, publishing a notice on Websites or Product forum (s), amending the Documentation, enabling a pop-up notice in the Product, or otherwise. You agree to monitor on a regular basis the established lines of communication in order to be aware of any updates regarding the Products and the Agreement. Not providing Your disagreement prior to the effective note of a change, in addition to Your continuing Use of the Product after the effective date of a notice, shall be deemed an agreement to such a change. This Agreement shall apply to all Chaos's products, unless otherwise provided for in the specific license terms and conditions under which an Offering is made available for customer use, for example, this Agreement may not apply to certain freeware license type software, or software not designated under the description of Product stipulated in the Agreement, which is licensed under separate terms and conditions. Unless otherwise stipulated by Chaos, this Agreement shall also apply to any Products:

- a. updates and upgrades,
- b. supplements, and
- c. related Services (if any).

Maintenance and support services are governed by the end user support agreement, which, if any, will be specified by Chaos, and is hereby incorporated by reference into this Agreement. By accepting this Agreement you also accept, agree and guarantee that in case You provide to a third person the legitimate possibility to Access or Use the Product or any part of it You shall procure the said third person's acceptance and agreement with the present Agreement otherwise such access or usage shall be deemed illegal.

#### **28. WAIVER; MODIFICATION**

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Unless otherwise stipulated elsewhere in this Agreement, any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

#### **29. RECORDS**

You shall retain records pertaining to Product Use. You grant to Chaos and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, You shall promptly pay the appropriate license fees, plus reasonable audit costs, as determined by Chaos.

#### **30. COUNTRY-SPECIFIC TERMS – MEMBER STATES OF THE EUROPEAN UNION**

30.1. DEFINITIONS "Consumer" means a natural person from the European Union, who is acting outside the scope of an economic activity (trade, business, craft, liberal profession).

30.2. LICENSE FEE If You are a Consumer, Chaos will not apply Price Change mechanisms to You.

30.3. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY If You are a Consumer, Chaos will provide You with updates and/or upgrades necessary to maintain the conformity of the Product and to inform You from time to time via e-mail or via Your account. This also concerns security updates and/or upgrades.

30.4. LIMITED WARRANTY If You are a Consumer, instead of Section 12, above, only the following shall apply re Limited Warranty: If the Product and/or Services by Chaos are defective, Chaos will act in accordance with the mandatory statutory provisions for material defects and defects of title. Claims for damages shall be excluded.

30.5. DISCLAIMER If You are a Consumer, the Disclaimer in Section 13, above, shall not apply.

30.6. LIMITATIONS OF LIABILITY If You are a Consumer, instead of Section 14, above, only the following shall apply re Limitations of Liability: Chaos or its Licensors are liable for intent and gross negligence in accordance with the statutory provisions. In case of slight negligence, Chaos or its Licensors shall only be liable in case of violation of an essential contractual obligation ("Cardinal Obligation") as well as in case of damages resulting from injury to life, body or health. Chaos or its Licensors shall only be liable for foreseeable damages, the occurrence of which must typically be expected. Chaos or its Licensors shall be liable in accordance with the German Product Liability Act in the event of product liability. Chaos or its Licensors shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken. Any more extensive liability of Chaos is excluded on the merits.

30.7. SURVIVAL If You are a Consumer, the following shall apply re changes, improvements and corrections: If the changes, improvements and corrections go beyond necessary updates, e.g., upgrades, Chaos and its Affiliates shall only have such right, if (i) there is a valid reason for change, (ii) You will not incur any additional costs as a result of the change and (iii) Chaos informs You clearly and understandably about the change.

30.8. RENEWALS If You are a Consumer, the following shall apply re Renewals: This Agreement shall automatically renew, regardless of the initial Subscription term, by further One-Month intervals, unless terminated by a party pursuant to Section 17, above.

30.9. TERMINATION If You are a Consumer, you have the right to terminate this Agreement in accordance with Section 312k of the German Civil Code ("BGB"). The following cause for termination shall not apply: (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

30.10. CHANGES TO THE TERMS OF THIS AGREEMENT If You are a Consumer, the following shall apply re changes of this Agreement: Chaos shall notify You of the changes or amendments in text form no later than six weeks before they take effect. If You agree with the changes or amendments, You shall accept the changes no later than one week prior to the date on which the changes or amendments are intended to take effect. The acceptance must be in text form.

30.11. RECORDS If You are a Consumer, the following shall apply re Audits: In the event that Chaos can present a legitimate interest and/or a reasonable initial suspicion of a copyright infringement, Chaos and/or its independent advisors have the right to conduct an audit, but no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, You shall promptly pay the appropriate license fees, plus reasonable audit costs, as determined by Chaos.

30.12. WITHDRAWAL POLICY / RIGHT OF WITHDRAWAL Right of Withdrawal The Right of Withdrawal applies exclusively to Consumers from the European Union. You have the right to withdraw from this Agreement within fourteen (14) days without giving reasons. The withdrawal period is fourteen (14) days from the date of conclusion of this Agreement. In order to exercise your right of withdrawal, You must inform us [Name, Address, Tel., E-Mail] \*f your decision to withdraw from this Agreement by sending us an explicit declaration stating that You are withdrawing from this Agreement; either by post or by e-mail. You can use the attached withdrawal model form; however, it is not mandatory. It will suffice to send us your notification of withdrawal within the given withdrawal timeframe in order for the 14-day withdrawal timeframe to be granted. Consequences of Withdrawal If You withdraw from this Agreement, we are obligated to refund all payments we have received from You, including shipping costs immediately and within fourteen (14) days at most, effective the day that we receive your withdrawal. The payment method which was used to make the transaction will also be used for the reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement. For Services that have commenced with your consent, before the withdrawal expiration date, You will have to pay Chaos a proportional amount for the Services provided until your withdrawal. You can also find this Policy <https://enscape3d.com/legal/Withdrawal-Policy.pdf> and download this Policy <https://enscape3d.com/legal/Withdrawal-Policy.pdf>. You can download the Model Withdrawal Form <https://enscape3d.com/legal/Withdrawal-Policy.pdf>. We may also send You a copy of the Policy and the Model Withdrawal Form as soon as the contract has been concluded.

30.13. CLASS ACTION WAIVER If You are a Consumer, Section 23, above, shall not apply.

30.14. APPLICABLE LAW The Consumer's attention is further drawn to Art. 6, Section 2, Sentence 2 of the Rome I Regulation.

30.15. INFORMATION REGARDING THE ONLINE DISPUTE RESOLUTION The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/odr>. Chaos is not willing to enter into dispute resolution proceedings before the consumer arbitration board.

## **Exhibit A - Special Terms and Conditions**

### **1. SPECIAL TERMS AND CONDITIONS FOR COMMERCIAL LICENSE**

1.1. The terms and conditions of this Agreement which are not clearly referred to as applicable only to specific License Type(s) will apply to all License Types, including but not limited to Commercial License Type.

### **2. SPECIAL TERMS AND CONDITIONS FOR TRIAL LICENSE**

2.1. You may download a Trial License version for evaluation and, thereafter, if You liked the Product, order license under the terms and conditions stipulated above, i.e. You can try the Product before starting to pay a license fee. Even though a license fee is not paid for the Trial License, it does not mean that there are no conditions for using the Product under Trial License. These additional and specific terms contained in this Section "Trial License" will apply whenever You choose to Use the Product under Trial License.

2.2. The Product under Trial License can be either a fully-functional, time-limited version, or a feature-limited version, or a combination of these two types. Detailed description of the Trial License restrictions might be found hereunder, on a designated Website and/or on the Documentation, for example Product user-guide, etc.

2.3. Subject to Your full and continuous compliance with this Agreement and the restrictions stipulated anywhere in this Agreement, Chaos grants, and You accept, a non-exclusive, non-sublicensable and non-transferable (except if the latter is permitted by applicable law) right and license for mere evaluation, non-Commercial Purposes only. You are authorized to install, copy, and Use the Product for the sole purpose of testing its functionality.

2.4. The product under this license type is provided free of charge only until it is a trial license. Continuous Use of the product following expiration of the trial period, or any attempt to Use the Product following expiration of the trial period, are allowed only after payment in full of the attributable license fees. The specifics of the trial license exclude any refund request(s) concerning any linked license or otherwise referred license purchased for the purpose of Using it together with the Product, or Products which are immediately consumed by a single Use. Inter alia, if a trial license is a time-limited, fully-functional version, allowing You to see and test all the features, Your refund request will be declined if based on trial license claims concerning absence of certain feature(s) or if any feature doesn't work as You expected it to work. All other refund cases, if any, are regulated by Chaos warranty and limitation of liability policy.

2.5. You may not, in addition to any other restrictions contained elsewhere:

- a. Use the Product without payment of the attributable license fees after expiration of the Trial License.
- b. benefit commercially from using the Product in the authorized manner.

2.6. The Trial License may be limited with a term and will be effective until terminated or You choose to Use the Product under the standard terms and conditions for the Product, in return for a license fee, stipulated in the other sections of this Agreement, whichever occurs earlier.

2.7. You may terminate the Agreement at any time by returning and/or destroying the Product, related documentation and all copies thereof.

2.8. Chaos may terminate the Agreement at any time. The Agreement will terminate immediately without notice from Chaos if You fail to comply with any provision of the Agreement.

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

2.10. Unless at the end of the Trial Period Chaos decides to extend the Trial Period or You elect to be licensed the Product in return for applicable fee, You accept to immediately stop Using the Product and return and/or destroy the Product, related Documentation and all copies thereof. If You retain the Product after the end of the Trial Period, Chaos will consider that You chose to be licensed the Product in return for an applicable fee, under the terms and conditions of the standard Agreement for this Product. Payment of the applicable fees is due as from the day immediately following the end of the Trial Period, as instructed in details in the relevant invoice(s).

2.11. Sections (LIMITATIONS/RESTRICTIONS) (CONFIDENTIALITY AND NON-DISCLOSURE) (OWNERSHIP), (PRIVACY), (LIMITED WARRANTY), (DISCLAIMER), (LIMITATIONS OF LIABILITY) (OTHER PROVISIONS) will survive the termination of this Agreement, howsoever caused, and this will not imply or create any continued right for You to Use the Product or any part of the Product after termination of this Agreement.

### **3. SPECIAL TERMS AND CONDITIONS FOR BETA (OR PREVIEW) LICENSE**

3.1. Whenever You are provided a Beta License Type for a Product, You acknowledge, understand, recognize and agree that the Product, and any of its updates may contain errors, AND ARE PROVIDED TO YOU FOR LIMITED EVALUATION PURPOSES ONLY.

3.2. Under this License Type You may not Use the Product or Licensee's Works for commercial purposes, unless a specific agreement with Chaos is reached on that. The specific agreement may be replaced by a relevant statement stipulated on the beta section of the Product "Commercial Purposes" means, not limited to,: sell, charge, accept payment in any form or other compensation for the Use of the Product, if at all allowed to You under separate special terms and conditions, Licensee's Works, or parts thereof, produced with the Product.

3.3. You are provided a Beta License for a Product whenever You are using offerings identified as "Beta", "Alpha", "Labs" or "Pre-Release" or made available as "free" in other testing mode, or without requirement of payment for any other of Chaos's product ("Free Products", in the meaning of products provided without obligation for payment or any additional consideration, other than receiving Feedback, or other valuable consideration which tangible value may not be easy to estimate), may be subject to additional terms and conditions that appear in connection with Your Use of the free Products and are incorporated into these Terms by reference. For example, when You are offered Beta Products License Type:

- a. You are entitled to participation based on Your commitment to participate and test the Product, where lack of sufficient participation is a good and sufficient cause for Chaos to remove You from the Beta target group and Your access and Use of the Product;
- b. Generally, You may Use Product solely for Your internal, non-productive business purposes, and solely: (a) to evaluate the technical and commercial viability of the Product; (b) to evaluate the reliability and functionality of the Product in a working environment; (c) to determine whether the features of the Product perform as designed and are useful; (d) to determine whether the Product will work for its intended purpose; and (e) to create and provide to Chaos voluntary suggestions and technical feedback regarding the Product, including suggestions regarding viability and functionality of the Product. If You submit feedback or suggestions about the Product, Chaos may use Your feedback or suggestions without obligation to You



3.4. You may report to Chaos for any and all functional flaws, errors, anomalies, bugs and other problems directly or indirectly associated with the Product known to or discovered by you. You agree that the contents of such reports to Chaos , provided either in written or oral form, and any other materials, information, ideas, concepts, suggestions, improvements, know-how and the like or, upon additional assignment by Chaos , certain media and press release instruments ("Feedback"), provided by You (including corrections to problems in the Product and documentation) become property of Chaos. You agree to assign, and hereby assign, all right, title, and interest worldwide in the Feedback and the related intellectual property rights to Chaos, and agree to assist Chaos, at Chaos's expense, in perfecting and enforcing such rights. Chaos may disclose or use Feedback for any and all business purposes whatsoever without any obligation to you. Under no circumstances will Chaos become liable for any payment to you for any Feedback that you have provided, whether concerning the Product or otherwise, no matter how such Feedback is used or exploited by Chaos . Regardless anything to the contrary, Feedback means any suggestions, feedback, improvement requests or other recommendations You or Your Users provide, relating to the Product. Chaos will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any Feedback. Under no circumstances shall Feedback be considered Confidential Information.

3.5. You acknowledge and agree that possession, installation, Use of the Product or Feedback submission does not transfer to You any title to Chaos's intellectual property. Chaos 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, Feedback and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights.

3.6. Product under Beta License is always provided as Confidential Information, regardless of whether this is clearly indicated or otherwise marked with unambiguous restrictive legend, except in cases where Chaos has clearly addressed to the public that a specific Beta License Product is not confidential and particular information as regards this very Product may be divulged to the public or selected groups thereof.

#### **4. SPECIAL TERMS AND CONDITIONS FOR NFR LICENSE**

4.1. Whenever You are provided a NFR License Type for a Product, You acknowledge, understand, recognize and agree that it is a designation for the Product that gives You right only for testing and demonstration purposes, with the understanding that you will not resell the Product.

4.2. NFR ensures You complete, promotional copies of the Product, generally not eligible for upgrades when they become available, and will not include technical support, whenever offered by Chaos , unless otherwise clearly stated by Chaos in the relevant Product section.

4.3. Product marked with NFR legend are not licensed for resale, and so no license for general Use is granted.

#### **5. SPECIAL TERMS AND CONDITIONS FOR EDUCATIONAL/ ACADEMIC LICENSE**

5.1. Whenever You are provided an Educational, also referred to as Academic, License Type for a Product, You acknowledge, understand, recognize and agree that it is a License limited to Your educational purposes, and is only available for licensees that are academic or educational institutions or individuals that are students or educators.

5.2. Academic or educational institutions are defined as those dedicated to education, including public and private universities, colleges, junior colleges, elementary, middle, high schools, and technical schools which are accredited by a state or other appropriate governmental agency or organization.

5.3. Student/ educator is a person who can confirm enrollment/ employment at a degree-granting educational institution.

5.4. Chaos may decide not to charge a full license fee and this will be clearly indicated in the relevant Product section.

#### **6. SPECIAL TERMS AND CONDITIONS FOR RENDERFARM LICENSE**

6.1. Whenever You are provided a license for Use of the Product for commercial renderfarm services, an additional agreement supplementing and amending the present Agreement will be signed with You.

#### **7. SPECIAL TERMS AND CONDITIONS FOR APPSDK FOR INTERNAL USAGE AND DEVELOPMENT**

7.1. Whenever You are provided a V-Ray Application Software Development Kit ("V-Ray Application SDK") license for Use of the Product, these additional conditions and limitations apply to You – the Licensee.

#### **8. DEFINITIONS:**

8.1.1 V-Ray Application SDK, hereinafter referred as the "SDK", consists of: *V-Ray Render Engine (major version, as may be further specified by Chaos )*, which means Chaos's proprietary rendering software core in a binary code format. V-Ray Application SDK API, which means programming interface that allows You, directly or through Licensee's Works, to programmatically access certain V-Ray Render Engine features and functions; *V-Ray Application SDK API Reference Guides, containing "Sample Code"*; any other accompanying software, plug-ins and any updates or upgrades to the rendering software that You may install from time to time; \* any associated files, documentation and materials, including but not limited to installation files, Sample code, binary executable files, library files, configuration files and documentation files.

8.1.2 For the purposes of this section "Licensee's Works" means software, software applications, software modules, products, projects, services, solutions or other applications, You create through utilizing the SDK.

8.1.3 "Content" means Licensee's or a Third Party's text, pictures, data, or other information which are: (i) submitted to, stored, retrieved \*r processed by the SDK operating with Licensee's Works, (ii) obtained, developed or produced by the Product operating with Licensee's Works, including but not limited to rendered images. Content is neither part of the SDK, nor of Licensee's Works.

8.1.4 "Sample Code" means sample code examples in source code format.

#### **GRANT OF LICENSE**

#### **9. INTERNAL USAGE AND DEVELOPMENT:**

Subject to and conditioned to Your continuous compliance with this Agreement and payment of the applicable fees for the Product, if any, Chaos grants You non-exclusive, Internal Use, non-sublicensable, non-transferable (except if permitted by applicable law), revocable right and license to access the SDK, or any part of it, for development, research and other internal purposes only, to:

- a. Use the SDK or any part of it "AS IS"; and/or
- b. create Licensee's Works; and/or
- c. link to Licensee's Works and/or any other software, software applications, products, projects, services, solutions of Yours; and/or
- d. make copies of the SDK only as necessary to perform an activity permitted under this Agreement and You keep all copyright notices and other marks of ownership on each copy, or partial copy, of the SDK. Any copies or partial copies of the SDK are for Your Internal Use only and cannot be provided to any third parties. You agree to delete all copies of the SDK when they are no longer required for the purpose they were created for. You may not Use the SDK or Licensee's Works for commercial purposes, unless a specific agreement with Chaos is reached on that. "Commercial Purposes" means, not limited to: sell, charge, accept payment in any form or other compensation for the usage of the SDK, Licensee's Works or any parts thereof produced with the SDK.

## 10. SDK REQUIREMENTS AND ADDITIONAL LIMITATIONS:

### 10.1.1 Required Licenses are:

- a. V-Ray Application SDK license. One V-Ray Application SDK license entitles You to one installation of the SDK on one Computer. The term of the V-Ray Application SDK license is specified as designated by Chaos . You may request renewal of the term, however Chaos keeps the right to refuse such renewal. In case the renewal is confirmed by Chaos, the term of the license is deemed automatically extended for an additional period, as instructed by Chaos, under the terms and conditions of this Agreement.
- b. Universal Render Node license. One Universal Render Node license entitles You to Use one running copy of V-Ray Render Engine for rendering at any one time. The terms and conditions for Universal Render Node license may be arranged in a separate agreement with Chaos .

## 11. NUMBER OF LICENSES:

Your number of licenses is specified by Chaos, where usually one Product license entitles You to one SDK license. Additional licenses can be acquired from time to time under the terms and conditions of the relevant license agreement governing the licenses acquisition. You acknowledge that Chaos is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that You may develop based on the V-Ray Application SDK license herein. Nothing in this Agreement shall impair, limit or curtail Chaos' right to continue with its development, maintenance and/or distribution of Chaos's technology or products. You agree not to assert in any way any patent owned by You arising out of or in connection with the SDK and/or the Product, or modifications made thereto, against Chaos, its subsidiaries or Affiliates, or their customers, direct or indirect, agents and contractors for the manufacture, use, import, licensing, offer for sale or sale of any Chaos's or its Affiliates' products.

## 12. SPECIAL TERMS AND CONDITIONS FOR PLE (Personal Learning Edition) LICENSE

12.1. If the Product You choose to be licensed for is a Personal Learning Edition License Type (also referred to as the "PLE"), it will require standard Chaos Protection Mechanism.

12.2. PLE License Type may have certain time-limits, limited functionality, territorial limitations, watermarks, stamps, scene visibility blurring, or other possible limitations on the license grants, Use, productivity and/or support provided (if any such, provided upon Chaos's discretion), as may be described in greater detail in the Product documentation, user guide(s) or public announcement made by, or on behalf of, Chaos in appropriate manner, upon Chaos's discretion, subject to change from time to time. You may Use it only for the purpose of personal or in-house, internal evaluation, skill-building, training and instruction, and for no other purpose whatsoever. PLE may not be Used for commercial, professional or any possibly available for-profit purposes including, but not limited to, providing training or instruction to third parties, and rendering functionality might be, in whole or in part, unavailable. Cluster rendering, renderfarm bureau compatibility, and server installations are explicitly prohibited.

12.3. One account entitles You for a single PLE license at a time. Repetitive grant of license might be available upon compliance with the terms and conditions hereof.

12.4. Chaos may, from time to time and at its sole discretion, vary any terms and conditions applicable, or terminate this offering in whole or in part, with or without prior notice to You.

12.5. Until further notice, PLE is available as a pilot project only, may not be available in all regions across the world, and all the special terms and conditions applicable to Beta Licenses, shall also apply to PLE.

**Version: 20230501**

\_\_\_\_\_END OF THE AGREEMENT\_\_\_\_\_

## PRIVACY POLICY

Effective date: 5 May 2022

### 1. Introduction

Enscape GmbH ("**Enscape**", "**us**", "**we**", or "**our**"), based at An der Raumfabrik 33b, 76227 Karlsruhe, Germany, operates the Enscape website <https://enscape3d.com/> ("**Website**") and provides Enscape's real-time rendering and virtual reality software ("**Product**") (collectively referred to as the "**Services**"). The protection and security of your personal data is important to Enscape. Personal data means data about a living individual who can be identified from that data (or from that and other information either in our possession or likely to come into our possession) ("**Personal Data**"). This Privacy Policy ("**Policy**") tells you how we collect, use, share and protect your Personal Data which is collected through our Services. If you are one of our partners or resellers, this Policy also tells you how we process the Personal Data of our contacts in your company. If you do not agree with this Policy or any part thereof, you should not access or use any part of the Services. If you change your mind in the future, you must stop using the Services and you may exercise your rights in relation to your Personal Data as set out in this Policy.

### 2. Personal Data Collection and Use

We obtain Personal Data about you from various sources as described below. Personal Data You Provide to Us

- Account Information: when you create an account with us to use the Enscape Community Forum, or otherwise as a customer, we will collect your email address, username and password, and avatar or photo should you choose to provide one for the Forum. We will also collect any content you generate through use of the Forum, such as your public posts and private messages.
  - Contact Information and Other Information you Choose to Provide: you have the ability to provide a variety of information during your interactions with us, such as through emails or other communications, including when you enquire about our Services. When you contact us via a contact form, email, or other means, you provide us with Personal Data, such as your name, contact details and the content of your communications. When you sign up for a webinar, virtual event or free Product trial you provide Personal Data such as name, email address, industry, company, job role and phone number.
  - Support Information: when you request technical support services, we will process your Personal Data such as your name and the contact details you use to contact us, as well as information on the reasons for your support request, and any additional information you may provide in that context.
  - Payment Information: when you purchase a subscription to one of our Products via the Website, you provide us with your email address, name, address and company. We also collect your credit card information, solely for the purpose of fulfilling your payment request. To process these payments we use third party payment processors. These payment processors process your personal data, including payment information, in accordance with their own privacy policies. We also collect records of any transactions you make.
  - Candidate Information: if you apply for a job via the Website careers portal, you provide application information including your name, contact details, CV information, references, certificates and job expectations.
  - Partner and Reseller Data: if you are Enscape's partner or reseller, we process the Personal Data of our business contacts at your company, including name, email address and phone number. Where applicable, we may indicate whether and why you must provide us with your Personal Data as well as the consequences of failing to do so. For example, it may be necessary for you to disclose certain Personal Data in order for us to provide the Services to you. Information Collected via Automated Means
  - Cookies and Similar Technologies: we collect Personal Data via cookies, pixel tags, or similar technologies on our Services (collectively referred to as "cookies"), including for conducting analytics and advertising. For more information on our use of cookies, please read our Cookie Policy.
  - Usage and Device Data: when you access and use the Services, we receive and store information about interactions with our Services, such as settings used, timestamps showing frequency and duration of use, and statistics. We also collect information regarding your device, such as your system environment (including software, CAD and operating systems, graphics card CPU and memory versions) and device identifiers.
- Information We Receive from Third Parties
- Partners and Resellers: if you reach out to one of our resellers or partners about Enscape Products, our resellers and partners will provide us with your Personal Data to allow us to provide the Products and support to you, including your name, contact details, and details of your subscription.
  - Publicly available resources: we collect information from publicly available resources, such as the names of company directors from companies' registers.
  - Other Third Parties: we obtain Personal Data about you from other third parties for the purposes set out in this Policy, including from references and background check agencies if you apply for a job with us.
  - Social Networking Services: We have "fan pages" on social media sites like Facebook, Twitter, LinkedIn, Instagram, YouTube ("Social Media Pages") in order to provide customers, partners, or other interested parties with up-to-date information about our company and to get in contact with them. Information that you may provide through the Social Media Pages is collected by the provider of the relevant social media platform. The companies that host our Social Media Pages may provide us with aggregate information and analytics regarding the use of our Social Media Pages. We recommend that you contact the respective platform provider to learn more about the platform's use of your Personal Data when visiting Social Media Pages.

### 3. How and Why we Use Your Personal Data

To the extent we collect Personal Data from you, as described in this Privacy Policy, we use such information for the purposes, and rely on the legal bases, listed below. Note, that in certain circumstances detailed below, we will process Personal Data on more than one legal basis depending on the specific purpose for which we are using your Personal Data. In some instances, as set out below, we have a legitimate business interest in processing your Personal Data. We only rely on legitimate interest as a legal basis when such legitimate interests are not overridden by your interests or your fundamental rights and freedoms and we ensure we comply with any request you make to exercise your rights. Purpose Legal Basis To provide our Services, including to provide the Products and access resources such as webinars and virtual events, and to operate, maintain and support our Services. Performance of contract; or our legitimate interests To create your account for the Enscape Community Forum, and when you purchase a Product, and to secure and maintain it. Performance of contract; or our legitimate interests To run the Enscape Community Forum, including allowing you to post and share on it, send messages to other individuals, and to provide content moderation. Performance of contract; our legitimate interests; or to comply with our legal obligations To communicate with you, including to notify you about changes to the Services and this Policy, contact you for administrative purposes, to provide services and information that you request, and to contact you regarding issues concerning your use of our Services. If you are a reseller or partner, we will communicate with you to manage our relationship. Performance of contract; or our legitimate interests Subject to any consent requirements, to send marketing materials by email and phone, send alerts about latest developments, newsletters and blog updates. You will always be provided with an opportunity to opt-out of receiving such communications. Consent; or our legitimate interests To provide support including to help us fix any technical issue, including where we respond to your questions or respond to your request for support, maintenance, troubleshooting, or other performance issues. Performance of contract; or our legitimate interests For administrative and legal purposes, such as for compliance purposes, including enforcing our Terms of Service or enforcing or defending other legal rights, for tax reporting purposes, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency, and to comply with our legal obligations and internal policies as permitted by law, and to help keep our Services safe and fair. To comply with our legal obligations; or our legitimate interests For analytics and product development, including by analysing and evaluating your usage of the Services and/or by asking you to participate in market research and surveys, so that we can continue to develop, test and improve our Services to offer new and/or enhanced functionality and features. Our legitimate interests To create aggregated or anonymised information, in a form that does not allow individuals to be identified, and using the resulting information for statistical purposes, including to better understand our customer base. Our legitimate interests For personalisation, to customise our Services. Our legitimate interests To advertise our Services, and to measure the effectiveness and distribution of our advertising campaigns. Our legitimate interests If you apply for a job with us, to assess your suitability for the role, to prepare a contract of employment and for onboarding purposes To take steps prior to entering into a contract; our legitimate interests If where we are processing your Personal Data to perform our contract with you you do not provide the Personal Data, we may not be able to conclude or fulfill our contract with you.

### 4. How we Share your Personal Data

4.1. In some circumstances we will disclose Personal Data about you:

- Affiliates: affiliates and subsidiaries of Enscape may receive your Personal Data.

- Other Users of the Enscape Community Forum: when you use the Enscape Community Forum your profile, including your username which does not need to be linked to your real name, and a photo or avatar should you choose to add one, will be visible to other users of the Forum, as will any messages you choose to post and messages you like.
- Service Providers: we work with third parties to provide services such as hosting, maintenance and support. These third parties may have access to or process your Personal Data as part of providing these services to us. For the purposes described above we engage providers of website analytics, hosting and cloud computing services and other IT services, moderation services, consultancy services, regulatory services, legal services, event software providers, customer support services, advertising services and payment processing services in addition to other administrative services. Where you apply for a job with us, we use a providers of an HR portal.
- Advisors: we work with various advisors, including tax consultants and legal advisors, with whom we may share your Personal Data.
- Resellers and Partners: we may share Personal Data such as name and contact details with our resellers and partners, including for the purposes of marketing, sales and the provision of the Product.
- Legal: information about our users, including Personal Data, will be disclosed to law enforcement agencies, regulatory bodies, public authorities or pursuant to the exercise of legal proceedings if we are legally required to do so, or if we believe, in good faith, that such disclosure is necessary to comply with a legal obligation or request, to enforce our terms and conditions, to prevent or resolve security or technical issues, or to protect the rights, property or safety of Enscape, our users, a third party, or the public.
- Business Transaction: if Enscape is involved in a merger, acquisition or asset sale, financing due diligence, reorganisation, bankruptcy, receivership, sale of company assets, or transition of service to another provider, your Personal Data may be transferred including as part of any due diligence process.
- Aggregated Information: we may use and disclose aggregated or otherwise anonymised information for any purpose, unless we are prohibited from doing so under applicable law.
- Facebook Custom Audiences: Our Website uses the Facebook remarketing function "Custom Audiences" from Facebook Ltd (Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland; <http://www.facebook.com/policy.php>) ("Facebook"). This enables users of the Website to be shown interest-based advertisements ("Facebook ads") as part of their visit to the Facebook social network or other websites that use the process. When Facebook Custom Audiences is integrated, your browser automatically establishes a direct connection with the Facebook server and Facebook receives notification that you have accessed the relevant pages on our Website or clicked on an ad from us. If you are signed up for a Facebook service, Facebook can assign the visit to your account. Even if you have not signed up or are not logged in to Facebook, it is possible for the provider to identify and store your IP address and other identification features. The "Facebook Custom Audiences" function can be deactivated here and (by registered users) at [https://www.facebook.com/settings/?tab=ads#https://www.facebook.com/settings/?tab=ads#\\_](https://www.facebook.com/settings/?tab=ads#https://www.facebook.com/settings/?tab=ads#_). We have no control over the extent and further use of data that is generated when Facebook uses this tool. For more information about data processing by Facebook, see <https://www.facebook.com/about/privacy>. [We may also, with your consent, share your email address with Facebook for the same purposes.]

## 5. Exercising Your Rights

You have the following rights in relation to your Personal Data, as provided under applicable law, and subject to any limitations in such law:

- access the Personal Data we hold about you;
- request we correct any inaccurate Personal Data we hold about you;
- request we delete any Personal Data we hold about you;
- restrict the processing of Personal Data we hold about you;
- object to the processing of Personal Data we hold about you; and/or
- receive any Personal Data we hold about you in a structured and commonly used machine readable format or have such Personal Data transmitted to another company.

You may opt out of marketing-related emails by following the opt-out or unsubscribe instructions at the bottom of the email or by contacting us at [info@enscape3d.com](mailto:info@enscape3d.com). You may continue to receive service-related and other non-marketing emails. Where you have been asked to consent to the processing of your Personal Data, you can withdraw consent, including by contacting us using our contacts details below. Any withdrawal of consent will not affect the lawfulness of the processing based on your consent before the withdrawal. Please also note that where you withdraw consent, we will only stop processing your Personal Data that relates to the withdrawal of consent. To exercise any of your rights in connection with your Personal Data, please contact us using the contact information in the "Contact Us" section below. Please note that we may ask you to verify your identity before responding to such requests. In addition, we may have valid legal reasons to refuse your request and will inform you if that is the case. Note that applicable laws contain certain exceptions and limitations to each of these rights. You may also lodge a complaint with a supervisory authority, including in your country of residence, place of work, or where you believe an incident took place.

## 6. International Data Transfers

Your information, including Personal Data, may be accessed from and transferred outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction. If you are based in the United Kingdom, the EEA or Switzerland, this means that your Personal Data may be transferred outside of the United Kingdom, the EEA and Switzerland, including to our affiliates and service providers in the United States. Please note that these countries may not provide the same protections as the data protection laws in the United Kingdom and/or the EEA. If we transfer your Personal Data internationally, we will ensure that relevant safeguards are in place to afford adequate protection for your Personal Data and we will comply with applicable data protection laws, in particular by relying on an EU Commission adequacy decision or on contractual protections for the transfer of your Personal Data. For more information about how we transfer Personal Data internationally, please contact us as set out in the "Contact Us" section below.

## 7. Children's Privacy

Our Services are not directed to children, and we do not knowingly collect Personal Data from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us as set out in the "Contact Us" section below. If we become aware that we have collected Personal Data from Children without verification of parental consent, we take steps to remove that information from our servers.

## 8. Retention of Personal Data

We retain your Personal Data only for as long as is necessary to fulfil the purposes for which it was collected and processed, in accordance with applicable laws or until you withdraw your consent (where applicable). To determine the appropriate retention period for your personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your Personal Data, the purposes for which we use your Personal Data and whether we can achieve those purposes through other means, and the applicable legal requirements.

## 9. Security of Personal Data

We have implemented administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of your Personal Data. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. If you think your account has been compromised, please contact us as soon as possible, using the contact details in the "Contact Us" section below. The transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted to our Website. Any transmission of Personal Data is at your own risk.

#### 10. Do Not Track

Some internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. We currently do not respond to "Do Not Track" or similar signals. To find out more about "Do Not Track," please visit <http://www.allaboutdnt.com>.

#### 11. Links to Other Sites

The Website may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the privacy policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

#### 12. Changes and Updates to this Policy

We may update our Policy from time to time. We will notify you of any changes by posting the new Policy on this page. If we make material changes, we will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### 13. Complaints

If you wish to lodge a complaint about how we process your Personal Data, please contact us at [datenschutzanfragen@xdsb.de](mailto:datenschutzanfragen@xdsb.de). We will endeavor to respond to your complaint as soon as possible. You may also lodge a claim with the data protection supervisory authority in the EU country in which you live or work, or in the UK, or where you believe we have infringed data protection laws.

#### 14. Contact Us

Enscape is the entity responsible for the processing of your Personal Data, and for the purpose of the European Union's General Data Protection Regulation and the UK equivalent of the same, is the data controller in respect of the processing of your Personal Data. If you have any questions or comments about this Policy, our privacy practices, or if you would like to exercise your rights with respect to your Personal Data, please contact us at [info@enscape3d.com](mailto:info@enscape3d.com), +49 721/132 060-60, or An der Raumfabrik 33b, 76227 Karlsruhe, Germany. Alternatively, please contact our data protection officer at [datenschutzanfragen@xdsb.de](mailto:datenschutzanfragen@xdsb.de).

If you are based in the UK, you may also contact our UK data protection representative at [chaos@datarep.uk](mailto:chaos@datarep.uk)

## Enscape – Cookie Policy

Effective Date: 05 may 2022

This Cookie Policy tells you about how Enscape GmbH ("**Enscape**", "**us**", "**we**", or "**our**"), based at An der Raumfabrik 33b, 76227 Karlsruhe, Germany, uses cookies and similar technologies on our website and related services (together, the "Services"). This Cookie Policy should be read in conjunction with our Privacy Policy <https://enscape3d.com/privacy/>. If you have any questions or concerns about the Cookie Policy or its implementation please contact us at [info@enscape3d.com](mailto:info@enscape3d.com) or [datenschutzanfragen@xdsb.de](mailto:datenschutzanfragen@xdsb.de) or as otherwise described in our Privacy Policy.

#### What are Cookies?

Cookies are very small text files used by Internet sites, which your browser stores on your computer and that can send specific information to us or, if necessary or with your consent, a third party. Our Services, and our partners if you agree to it, use cookies, beacons, invisible tags, unique IDs and similar technologies (collectively "Cookies") to collect information about your browsing activities, and to distinguish you from other users of our Services. This will improve your experience when you browse our Services, allow us to show you content that might be of interest to you, and allow us to enhance the functionality of our Services, increase security, and measure use and effectiveness of our Services. This Cookie Policy also governs other types of tracking technologies used through our Services, namely:

- **Pixels:** A pixel is a small amount of code on a web page or in an email notification that typically works in conjunction with cookies to identify users and record user behavior. We use pixels to learn whether you have interacted with certain web or email content. This helps us measure and improve the Services and personalize your experience.
- **Local Storage:** Local storage is an industry-standard technology that allows a website or application to store information locally on your computer or mobile device. We use local storage, including HTML5, to customize what we show you based on your content consumption and other past interactions with the Services.
- **Device Identifiers:** Device identifiers are distinctive numbers associated with a smartphone or similar handheld device. We use mobile device identifiers for purposes set out in this Cookie Policy, for example to recognize your device when you return to the Services or otherwise use the Services.

#### How We Use Cookies

The Services use two types of cookies: session and persistent cookies. Session cookies store a so-called session cookieID, with which various requests from your browser can be assigned to the common session. This will allow your computer to be recognized when you return to our website. The session cookies are automatically deleted when you log out or close the browser. Persistent cookies are automatically deleted after a specified period, which may differ depending on the cookie. Unlike session cookies, these are not deleted automatically when you close your browser. You can delete cookies in the security settings of your browser at any time. Enscape uses the following categories of cookies:

#### Cookie List

A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first-party cookies. We also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting – for our advertising and marketing efforts. More specifically, we use cookies and other tracking technologies for the following purposes:

### Essential cookies

We use cookies that are essential in order to enable you to access our Services and use their features. These cookies allow us to provide services such as secure user login and other critical features.

List of cookies:

- subgroup: (enscape3d.com) cookies: (dlInternalTraffic, OptanonAlertBoxClosed, OptanonConsent, session\_id) used: (First Party) lifespans: (364 Days, 364Days364Days, A few seconds)
- subgroup: (support.enscape3d.com) cookies: (cf\_chl\_cc\_XXXXXXXXXXXXXXXXXXXX) used: (First Party) lifespans: (Session)
- subgroup: (a.enscape3d.com) cookies: (AWSALB , AWSALBCORS) used: (First Party) lifespans: (6 Days, 6 Days)
- subgroup: (lp.enscape3d.com) cookies: (\_\_cfuid) used: (First Party) lifespans: (Session)
- subgroup: (blog.enscape3d.com) cookies: (\_\_cf\_bm) used: (First Party) lifespans: (A few seconds)
- subgroup: (www.google.com) cookies: (\_\_GRECAPTCHA) used: (Third Party) lifespans: (180 Days)
- subgroup: (chaos4812.zendesk.com) cookies: (\_\_cfuid) used: (Third Party) lifespans: (Session)

### Performance Cookies

We work with third parties who use cookies to collect data that helps us understand how people are using our website. We use this information to identify improvements we can make to the user experience.

List of cookies:

- subgroup: (enscape3d.com) cookies: (\_\_hssc, \_\_hsrc, \_\_hstc, \_ga, \_gat\_UA-, \_gclxxx, \_gid, hubspotutk) used: (First Party) lifespans: (A few seconds, Session, 179 Days, 729 Days, A few seconds, 89 Days, A few seconds, 179 Days)
- subgroup: (blog.enscape3d.com) cookies: (\_\_cfuid) used: (First Party) lifespans: (Session)
- subgroup: (giphy.com) cookies: (\_\_ga, \_gid) used: (Third Party) lifespans: (729 Days, A few seconds)
- subgroup: (doubleclick.net) cookies: (IDE) used: (Third Party) lifespans: (389 Days)
- subgroup: (youtube.com) cookies: (YSC) used: (Third Party) lifespans: (Session)
- subgroup: (linkedin.com) cookies: (li\_gc, lidc) used: (Third Party) lifespans: (728 Days, 1 Day)
- subgroup: (vimeo.com) cookies: (vuid) used: (Third Party) lifespans: (730 Days)

### Social Media & Ads Cookies

We work with third parties who use cookies to collect information about the pages, links, and other sites that you visit from the website. These cookies are used to deliver advertisements that are more relevant to you and your interests, when you are on other sites across the internet. The information collected by these cookies will be used to track visits and actions on our Services, as well as to deliver reporting and analytics to us and our partners.

List of cookies:

- subgroup: (enscape3d.com) cookies: (\_fbp) used: (First Party) lifespans: (89 Days)
- subgroup: (www.linkedin.com) cookies: (bscookie) used: (Third Party) lifespans: (730 Days)
- subgroup: (ads.linkedin.com) cookies: (lang) used: (Third Party) lifespans: (Session)
- subgroup: (youtube-nocookie.com) cookies: (CONSENT) used: (Third Party) lifespans: (5924 Days)
- subgroup: (youtube.com) cookies: (CONSENT, VISITOR\_INFO\_LIVE) used: (Third Party) lifespans: (5924 Days, 180 Days)
- subgroup: (www.facebook.com) cookies: () used: (Third Party) lifespans: (Session)
- subgroup: (linkedin.com) cookies: (AnalyticsSyncHistory, bcookie, lang, li\_sugr, UserMatchHistory) used: (Third Party) lifespans: (29 Days, 730 Days, Session, 89 Days, 29 Days)

### Functional Cookies

These cookies are used to recognise you when you return to our Services. This enables us to personalise our content for you, greet you by name and remember your account preferences.

List of cookies:

- subgroup: (support.enscape3d.com) cookies: (\_zendesk\_authenticated, \_zendesk\_session, \_zendesk\_shared\_session) used: (First Party) lifespans: (364 Days, Session, Session)
- subgroup: (static.zdassets.com) cookies: (request\_method) used: (Third Party) lifespans: (A few seconds)
- subgroup: (vimeo.com) cookies: (\_\_cf\_bm) used: (Third Party) lifespans: (A few seconds)
- subgroup: (hubspot.com) cookies: (\_\_cf\_bm) used: (Third Party) lifespans: (A few seconds)

### Targeting Cookies

These cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

List of cookies:

- subgroup: (support.enscape3d.com) cookies: (cf\_chl\_2) used: (First Party) lifespans: (A few seconds)
- subgroup: (doubleclick.net) cookies: (test\_cookie) used: (Third Party) lifespans: (A few seconds)
- subgroup: (youtube.com) cookies: (DEVICE\_INFO) used: (Third Party) lifespans: (179 Days)
- subgroup: (go.pardot.com) cookies: (pardot) used: (Third Party) lifespans: (A few seconds)

Data collected through essential Cookies are processed within the scope of our legitimate interest in providing and operating the Services. Other Cookies are set only if you give your prior consent via our Cookies Settings. You can find out more about the different categories of Cookies used on the Services and their duration via our Cookies Settings. You can learn about your options for managing the data collection settings of these technologies under the "How do I limit online tracking?" section below. We have set out below a description of certain Cookies most commonly used in our Services:

### Social Media Plugins

We use the following social media plugins: Facebook, Instagram, LinkedIn, Twitter, and YouTube. Only by clicking on the button will the content of the plugin be transmitted to the respective operator of the social media platform. We have no control over the collected data and data processing operations of the respective operator of the social media platform, nor are we aware of the full scope of data collection, purposes, and retention periods of the respective operator of the social media platform. Typically the transmitted data includes the URL of the page visited and the IP address and/or another platform-dependent identifier you have used. If you are also logged in on the respective social media platform, the respective operator can assign the visit to your user account. The plugins allow us to interact with social networks and other users so that we can improve our offerings and make them more interesting to you as a user. The purpose and scope of data collection by the respective operator of the social media platform and the further processing and use of such data by the operator, as well as your related rights and settings options to protect your privacy, can be found in the privacy policy of the respective operator of the social media platform:

- Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland; <http://www.facebook.com/policy.php>.
- Instagram: Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland; <https://www.facebook.com/help/instagram/155833707900388>
- Twitter International Company, One Cumberland Place, Fenian Street, Dublin 2, D02 AX07 Ireland; <https://twitter.com/en/privacy>
- LinkedIn Ireland Unlimited Company, Wilton Place, Dublin 2, Ireland; <http://www.linkedin.com/legal/privacy-policy>.
- YouTube: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland; <https://policies.google.com/technologies/partner-sites>.

**Google Analytics** This website uses Google Analytics, a web analytics service provided by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland ("Google"), to collect data that helps us understand how people are using our Services. On our behalf, Google will use this information to evaluate your use of the website, to compile reports on website activity, and to gather more information about website and Internet service activity to provide related services to us. The IP address provided by Google Analytics as part of Google Analytics will not be merged with other Google data. You can prevent the storage of cookies by adjusting the corresponding setting of your browser software; however, please note that, if you do this you may not be able to use all the features of this website to the fullest possible extent. In addition, you may prevent Google from collecting the data generated by the cookie and related to your use of the website (including your IP address) and from processing this data by downloading and installing the browser plugin available via <https://tools.google.com/dlpage/gaoptout?hl=en> or <http://tools.google.com/dlpage/gaoptout?hl=de> or alternatively revoke your consent by clicking on the opt-out cookie button in the website version of our Privacy Policy, available at <https://enscape3d.com/privacy/> or any other successor site.

This website uses Google Analytics with the extension "*anonymizelp ()*". As a result, IP addresses are shortened in order to exclude a direct personal reference. More information about Google's data usage, settings and opt-out options can be found on the Google website: <https://support.google.com/analytics/answer/6004245?hl=de&reftopic=2919631>

**HubSpot Marketing Automation** We use the services of HubSpot Inc., 25 First Street, 2nd Floor, Cambridge, Massachusetts 02141, USA, in order to provide you with content tailored to your interests based on your use of our website. For more information about data processing by HubSpot, see <https://legal.hubspot.com/product-privacy-policy>.

**Google reCAPTCHA** We use the Google reCAPTCHA service (provided by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland) to prevent spam messages, especially from bots. When reCAPTCHA is used, Google processes the data specified under "Logfiles" in particular. In addition, a fingerprint is used for the duration of the session to prevent spam, provided that you have given your consent through our cookie banner. Google is responsible for the processing of data, i.e. we have no influence on the type, scope, or purpose of the data processing performed by Google. For more information on the purpose and scope of data collection and processing by Google, see <https://www.google.com/policies/privacy/>.

**Logfiles** Each time you access our site, we collect the following data about your computer: the IP address of your computer, the request of your browser, and the time of this request. As part of this request, our systems also record the status and amount of data transferred, along with product and version information about your browser, and your computer's operating system. We also record which website referred you to our site. The IP address of your computer is stored only for period over which you are using the website, after which it is deleted or anonymized. We use this data to operate our website, in particular to detect and eliminate website errors, to determine the utilization of the website, and to make adjustments or improvements to it (to the extent the information constitutes personal data, the legal basis for processing it is our legitimate interest – Art. 6 Para. 1 (f) GDPR).

**Embedded Content from Third Parties (YouTube, etc.)** If content from third-party providers such as Google Maps or YouTube is displayed on our website, your IP address and the content displayed under "Log files" must be transmitted to the third-party provider in order to make this content available and display it in your browser. This ensures that our website is appealing. The legal basis for such processing is our legitimate interest – Art. 6 Para. 1 cl. 1 (f) GDPR. We do not have any influence or control on data processing performed by third parties. If you are registered with the third-party provider with a user account, the third-party provider can assign your user behavior to your user account. The third-party provider may save your data as a user profile and use it for the purposes of advertising, market research and/or needs-based website design. If you wish to exercise your right to object to the creation of these user profiles, you must address this to the relevant third-party provider. For more information on the purpose and scope of data collection and processing by the third-party providers, please see their privacy policy. You will also find more information on your rights and setting options to protect your privacy there:

- YouTube, Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland; <https://policies.google.com/technologies/partner-sites>.

**How do I limit online tracking?** You may revoke your consent at any time with future effect by changing your cookie settings via our Cookie Banner. There are a number of additional ways to limit online tracking, which we have summarized below:

- Blocking cookies in your browser. Most browsers let you remove or reject cookies, including cookies used for interest-based advertising. To do this, follow the instructions in your browser settings. Many browsers accept cookies by default until you change your settings. For more information about cookies, including how to see what cookies have been set on your device and how to manage and delete them, visit [allaboutcookies.org](http://allaboutcookies.org). Use the following links to learn more about how to control cookies and online tracking through your browser:
- Firefox; Chrome; Microsoft Edge; Safari
- Blocking advertising ID use in your mobile settings. Your mobile device settings may provide functionality to limit use of the advertising ID associated with your mobile device for interest-based advertising purposes.
- Using privacy plug-ins or browsers. You can block our Services from setting cookies used for interest-based ads by using a browser with privacy features, like Brave, or installing browser plugins like Privacy Badger, DuckDuckGo, Ghostery or uBlock Origin, and configuring them to block third party cookies/trackers.

- Advertising industry opt-out tools. You can also use these opt-out options to limit use of your information for interest-based advertising by participating companies:
- Digital Advertising Alliance
- Network Advertising Initiative
- Platform opt-outs. The following advertising partners offer opt-out features that let you opt out of use of your information for interest-based advertising:
- Google opt-out
- LinkedIn opt-out
- Microsoft opt-out

Note that the above opt-out mechanisms are specific to the device or browser on which they are exercised. You will need to opt out on every browser and device that you use.

\_\_\_\_\_END OF THE AGREEMENT\_\_\_\_\_

## LICENSE SERVER AGREEMENT

Effective date: 1 May 2023

### PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT AND NOT AN AGREEMENT FOR SALE.

THIS IS A LEGAL AGREEMENT ("**AGREEMENT**") BETWEEN YOU, EITHER YOU PERSONALLY IF YOU WERE LICENSED THE LICENSE SERVER ("**THE LICENSE SERVER**"), AS DEFINED IN YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT, FOR YOURSELF, OR ANOTHER LEGAL ENTITY WHICH HAS ACTED AND FOR WHICH YOU WARRANT THAT YOU HAVE THE CAPACITY AND AUTHORITY TO BIND TO THIS AGREEMENT (REFERRED TO HEREIN AS "**CUSTOMER**", "**END USER**", "**LICENSEE**", "**YOU**" or "**YOUR**"), AND (A) ENSCAPE, INC., a company organized under the laws of the USA, with office address at 80 Pine Street, Floor 24, New York, NY 10005-1732, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA; OR (B) ENSCAPE GmbH, a company organized under the laws of Germany, with office address at An der Raumfabrik 33b, 76227 Karlsruhe, Germany, email: contracts@chaos.com, IF YOU ARE LOCATED OUTSIDE THE UNITED STATES OF AMERICA IF YOU ARE LOCATED OUTSIDE THE USA, PLEASE REVIEW THE TERMS INCLUDED IN THE COUNTRY-SPECIFIC TERMS SECTION BELOW, IF ANY, WHICH APPLY TO YOUR USE OF OR ACCESS TO THE LICENSE SERVER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS IN THE COUNTRY-SPECIFIC TERMS SECTION AND THE REMAINDER OF THIS AGREEMENT, THE COUNTRY-SPECIFIC TERMS SECTION SHALL APPLY IF YOU ARE LOCATED OUTSIDE THE USA. (REFERENCES IN THIS AGREEMENT TO "CHAOS", "WE", "OUR" or "US" IN THIS AGREEMENT REFERS, AS APPLICABLE, TO ENSCAPE, INC., ENSCAPE GMBH AND/OR A RESPECTIVE CHAOS AFFILIATE THAT OWNS OR OPERATES THE LICENSE SERVER THAT YOU ARE USING OR ACCESSING PURSUANT TO AN AUTHORIZED SUBSCRIPTION). ALL OTHER DEFINITIONS HAVE THE MEANING ASSIGNED TO THEM IN YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT. YOU MAY NOT ACCEPT THIS AGREEMENT ON BEHALF OF ANOTHER ENTITY UNLESS YOU ARE AN EMPLOYEE OR OTHER AGENT OF SUCH OTHER ENTITY WITH THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF SUCH OTHER ENTITY. CHAOS MAY AT ANY TIME ASSIGN THE AGREEMENT, AS A WHOLE OR IN PART, TO ANY OF ITS AFFILIATES, WITH OR WITHOUT PRIOR NOTICE. BY SELECTING THE "**I ACCEPT**" BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY ACCESSING, DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING THE LICENSE SERVER, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT (INCLUDING THE TERMS IN THE COUNTRY-SPECIFIC TERMS SECTION, IF YOU ARE LOCATED OUTSIDE THE USA). IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THE AGREEMENT, OR ANY OTHER APPLICABLE TERMS AND CONDITIONS REFERRED TO AS PART OF OUR RELATIONSHIPS AND/OR A CONDITION PRECEDENT FOR THEIR VALIDITY, YOU MUST NOT DOWNLOAD, AGREE TO THE TERMS AND CONDITIONS, CLICK OR CHECK A RELEVANT BUTTON, OR PERFORM ANY SIMILAR ACT OF ACCEPTANCE, AND/OR DO NOT USE THE LICENSE SERVER.

THE LICENSE SERVER is used to prevent usage of unlicensed versions or copies of particular COMPANY's Software Product. For the purpose of this Agreement "**Software Product**" shall mean any software program over which CHAOS has intellectual property rights. In order to work properly, THE LICENSE SERVER requires: i) a Hardware Lock ("THE DONGLE"), provided by CHAOS directly or via its authorized reseller; or ii) an internet connection to Chaos' online licensing service; or iii) one or more software license files ("**THE LICENSE FILES**"), provided by CHAOS. By installing, accessing, or otherwise copying or using all or any portion of THE LICENSE SERVER you agree 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 LICENSE SERVER or THE DONGLE (if applicable) and may, within fourteen (14) days from the date of acquisition, return, for a refund (if applicable), THE LICENSE SERVER, THE DONGLE and any accompanying documentation and materials to CHAOS or its authorized reseller from which THE LICENSE SERVER and THE DONGLE were acquired.

#### 1. SCOPE

1.1. CHAOS licenses and THE LICENSEE accepts the following non-sublicensable, non-exclusive, non-transferable (except if the latter is permitted by applicable law) right and license:

- a. to install THE LICENSE SERVER, to load it, to view it on a computer screen, to execute it, to use it, to transmit it to a distance, to keep it on a computer storage device;
- b. to create a back-up copy of THE LICENSE SERVER, if that is needed for the specific use that THE LICENSE SERVER has been acquired for and LICENSEE keeps all copyright notices and other marks of ownership on each copy, or partial copy, of THE LICENSE SERVER, if any. The back-up copy is for LICENSEE's own internal use only and cannot be provided to any third parties;
- c. to benefit commercially from using THE LICENSE SERVER in the authorized manner considering the restrictions in Article 3.1. below.

1.2. CHAOS licenses to THE LICENSEE the rights referred to in Article 1.1 for 1 (one) copy of THE LICENSE SERVER.

1.3. A copy of THE LICENSE SERVER constitutes of all computer files provided to THE LICENSEE by CHAOS (including but not limited to installation files, binary executable files, library files, configuration files and documentation files).

1.4. By this AGREEMENT no intellectual property rights of CHAOS, or other rights not specified herein, respectively, are being transferred or licensed to THE LICENSEE.



## 2. RIGHTS AND OBLIGATIONS OF CHAOS

- 2.1. CHAOS shall have to furnish THE LICENSEE via electronic way with the copies of THE LICENSE SERVER whose rights for use, as defined in Article 1.1., are being licensed by THE AGREEMENT.
- 2.2. CHAOS shall have to keep confidential any of THE LICENSEE's trade secrets, as well as any other information or data CHAOS may become aware of during or in relation with the execution of THE AGREEMENT, except where such information or data is required by applicable law.
- 2.3. CHAOS shall keep the right to make any changes, improvements and corrections it deems necessary to THE LICENSE SERVER.
- 2.4. CHAOS shall not be responsible for any problems that may appear during or because of the use of THE LICENSE SERVER.
- 2.5. CHAOS shall not be liable in case THE LICENSEE is not able to use any or all of THE LICENSE SERVER'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.).

## 3. RIGHTS AND OBLIGATIONS OF THE LICENSEE

### 3.1. THE LICENSEE shall not:

- a. make copies or otherwise reproduce THE LICENSE SERVER except for back-up copies made only for their own usage and which cannot be provided to any third parties;
- b. replicate THE DONGLE, if any;
- c. use THE LICENSE SERVER, THE DONGLE and/or THE LICENSE FILES to develop new software which is substantially similar to the expression of THE LICENSE SERVER and/or THE LICENSE FILES;
- d. redistribute or give away in any way (lease, rent, lend, donate, exchange, share or other) THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES to any third parties. The LICENSEE is not allowed to sell, transfer, assign or grant access to the acquired LICENSE SERVER, THE DONGLE and/or THE LICENSE FILES to a third party. LICENSEE ensures that THE LICENSE SERVER, THE DONGLE and THE LICENSE FILES are used only by LICENSEE personally, in case LICENSEE is an individual, or by LICENSEE's employees, on LICENSEE's behalf, in case LICENSEE is a legal entity, and LICENSEE is responsible for compliance with the terms of this AGREEMENT by its employee;
- e. THE LICENSE SERVER, THE DONGLE and THE LICENSE FILES cannot be used for commercial render-farm service that provide third parties with contracted/on demand rendering services. Render-farm service providers will need a separate agreement with CHAOS;
- f. make any translation, adaptation, arrangement and any other alteration of THE LICENSE SERVER and/or THE LICENSE FILES or make any reproduction, distribution, communication, display or performance to the public of the results of such acts;
- g. adapt or reverse compile or reverse engineer the whole or any part of THE LICENSE SERVER;
- h. adapt or reverse engineer or otherwise tamper with THE DONGLE and/or THE LICENSE FILES;
- i. remove or alter any copyright or other proprietary notice from THE LICENSE SERVER and/or THE LICENSE FILES;
- j. use THE LICENSE SERVER and/or THE LICENSE FILES in a manner that infringes any third party's copyrights or any other rights;
- k. participate in any illegal, deceptive, misleading, unethical practices and activities which may be detrimental to CHAOS.

3.2. THE LICENSEE shall notify CHAOS immediately if THE LICENSEE becomes aware of any unauthorized use of the whole or any part of THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES by any third party. The notification shall be made to: [contracts@chaos.com](mailto:contracts@chaos.com).

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

3.4. THE LICENSEE shall be obligated to provide CHAOS 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 Chaos' trade secrets, as well as any other information they may become aware of during or in relation with the execution of this AGREEMENT, except where such information is required by applicable law.

## 4. PROTECTION MECHANISMS

4.1. THE LICENSE SERVER may include one or more protection schemes to prevent usage of unlicensed copies of the Software Products, as follows:

- THE DONGLE, and/or
- an internet connection to Chaos' online licensing service, and/or
- THE LICENSE FILES

4.2. If THE DONGLE proves to be defective within 24 months from the date of purchase by the LICENSEE and the defect is not a result of physical damage, improper handling or any other improper use as specified by the manufacturer of THE DONGLE, CHAOS shall replace it after receiving the defective one. All shipping costs and any other taxes are to be covered by the LICENSEE.

4.3. If the defect has arisen from improper handling, physical damage or any other way of improper use, CHAOS has no obligations to replace the defective DONGLE free of charge and the replacement must be paid according to the prices set out by CHAOS or its authorized reseller.

4.4. If any defect has arisen later than 24 months of the date of purchase by THE LICENSEE, CHAOS has no obligations to replace the defective DONGLE free of charge. In this case the replacement must be paid according to the prices set out by CHAOS or its authorized reseller.

4.5. THE DONGLE and/or THE LICENSE FILES may contain one or more licenses for different Software Products licensed by CHAOS to THE LICENSEE. The total number of licenses to be put on THE DONGLE and/or THE LICENSE FILES must not exceed the number of licenses for said

Software Products acquired by THE LICENSEE. If THE LICENSEE already has another DONGLE provided by CHAOS, THE LICENSEE is not obliged to buy a separate DONGLE for each new license that THE LICENSEE acquires. If THE LICENSEE already has acquired LICENSE FILES provided by CHAOS, THE LICENSEE is obliged to acquire separate LICENSE FILES for each new license that THE LICENSEE acquires.

4.6. In case THE DONGLE is lost or stolen, THE LICENSEE is allowed to acquire any available form of Protection Mechanism according to the prices set out by CHAOS or its authorized reseller. THE LICENSEE will be charged additionally for the shipping costs and any other taxes. CHAOS keeps its right to refuse to replace a DONGLE at its own discretion.

4.7. Under the provisions defined in Article 4, if a DONGLE needs to be replaced, Chaos keeps its right to provide THE LICENSEE with a suitable replacement which may differ from the original.

## **5. COLLATERAL PRODUCTS**

5.1. THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES may be accompanied, may contain or CHAOS 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 LICENSEE agrees to comply with them.

5.2. LICENSEE 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. LICENSEE acknowledges and agrees that CHAOS has no responsibility for, and makes no representations or warranties regarding, such third party's software, data, documents or other materials or LICENSEE's use of such third party's software, data, documents or other materials.

## **6. DATA PRIVACY**

6.1. LICENSEE acknowledges and agrees that LICENSEE may provide, and CHAOS and its Partners may obtain, certain information and data with respect to LICENSEE (including, without limitation, personal data) and LICENSEE's business in connection with this Agreement, including but not limited to, information and data provided to or obtained by Chaos and Partners, related to ordering, registration, activation, updating, validating entitlement to, auditing, monitoring installation of and Access to Chaos products and/or managing the relationship with LICENSEE. LICENSEE hereby acknowledge that you have read and been familiarized with Chaos' data privacy and data protection policies, as such policies may be updated from time to time, located at <https://enscape3d.com/privacy/> or any other successor site designated by Chaos.

6.2. Please note that LICENSEE's 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 LICENSEE, Chaos, 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 Agreement requires all customers to use the LICENSE SERVER and PROTECTION MECHANISM in compliance with all applicable laws and further prohibits any act of unauthorized use, access or reproduction. Chaos work with third party service providers to investigate the sale and use of non-valid software and in case of suspicions of software privacy Chaos may share personal data of suspected individuals to those third parties provided all applicable legislative requirements are followed. Chaos reserves all rights to take actions against unauthorized resellers of its products on popular marketplaces and e-commerce sites, as well as to investigate anonymous reports of suspicious resellers and users of non-valid products and software.

## **7. DISCLAIMER OF WARRANTY**

LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSE SERVER, THE LICENSE FILES, ANY OTHER SOFTWARE OR SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND CHAOS 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 NON-INFRINGEMENT. CHAOS DOES NOT WARRANT THAT THE LICENSE SERVER, THE LICENSE FILES, ANY OTHER SOFTWARE, WILL MEET LICENSEE'S EXPECTATIONS, THAT THEIR PERFORMANCE OR OUTPUT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. 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.

## **8. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL CHAOS OR ITS LICENSORS BE LIABLE (DIRECTLY OR INDIRECTLY) TO LICENSEE OR ANY OTHER THIRD PARTY FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING, NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES OR DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, EVEN IF CHAOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. LICENSEE ACKNOWLEDGES AND AGREES THAT IN ANY EVENT THE ENTIRE AGGREGATE LIABILITY OF CHAOS AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT SHALL BE LIMITED TO DAMAGES OF AN AMOUNT EQUAL TO THE AMOUNT OF THE INITIAL PURCHASE PRICE ORIGINALLY PAID BY THE LICENSEE FOR THE DONGLE, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED. CHAOS DOES NOT SEEK TO LIMIT ITS WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

## **9. DURATION AND TERMINATION**

9.1. This AGREEMENT is effective until terminated.

9.2. THE LICENSEE may terminate this AGREEMENT at any time by notifying CHAOS and, respectively, by destroying THE LICENSE SERVER, destroying or returning THE DONGLE to CHAOS, destroying THE LICENSE FILES, destroying related documentation and all copies thereof. Upon the termination of THE AGREEMENT, THE LICENSEE shall cease all use of THE LICENSE SERVER, use of Chaos' online licensing service and destroy or return to Chaos all DONGLES, if any,

9.3. This AGREEMENT will terminate immediately without notice from CHAOS if THE LICENSEE fails to comply with any provision of this AGREEMENT.

## **10. OTHER PROVISIONS**

10.1. ALL OTHER TERMS AND CONDITIONS APPLICABLE TO THIS AGREEMENT WILL BE THE TERMS AND CONDITIONS OF YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT, PROVIDED THAT ACCORDING TO THE MEANING

THEY ARE NOT SPECIFICALLY DESIGNED TO THE PRODUCT LICENSED UNDER YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT. IN CASE OF CONFLICT, THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVAIL OVER THE TERMS AND CONDITIONS OF YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT, TO THE EXTENT OF SUCH CONFLICT.

\_\_\_\_\_END OF THE AGREEMENT\_\_\_\_\_