

Chaos Software End User License Agreement

CHAOS SOFTWARE

END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY.

The Product is licensed to You under the condition that You accept any and all terms hereof

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The Product shall be authorized by a compatible license server (an ancillary license administration software used by the rendering or simulation software described hereunder, to prevent usage of unlicensed versions or copies of such rendering or simulation software, hereinafter referred to as "License Server"). The terms and conditions for the License Server shall be arranged in a separate agreement attached for your convenience as an integral part hereto.

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 installing, downloading, accessing, or otherwise copying or using all or any portion of the Product as defined below, (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or another agent of such other entity with the right, power and authority to act on behalf of such other entity.

By accepting this Agreement you also accept, agree and guarantee that in case you provide to a third person the 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.

By accepting this Agreement you also accept the terms and conditions for the License Server, an inseparable part hereto.

If You do not agree to any or all of the terms in the Agreement and/or the terms and conditions for the License Server, 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 Product.

Definitions

"**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).

"**Content**" may include 3D model files, geometry, texture maps, materials, renderings and other constituent files related to the content and its representation, and any modifications and/or compilations thereof, currently available on the Company portfolio, and/or accompanying documentation, and/or support files, designated and listed on <https://cosmos.chaos.com/> or as maybe otherwise instructed by the Company, including updates (if any). Content may be available for paid or free Use, upon Company's discretion. Content may be available only to certain regions, target groups of customers, or specific software Products where the relevant restrictions or prerequisites will be designated by the Company in user guides, relevant Company website(s), or elsewhere.

"**Effective Date**" means the date on which You accept this clickwrap Agreement or otherwise access, download, execute or use the Product, whichever occurs first.

"**Product**", as referred herein consists of (some, either of the following or all of them):

- the particular (a) any standalone software not specifically referred to elsewhere in other Company's terms and conditions, **AND/OR** b) V-Ray rendering, **AND/OR** (c) Phoenix fluid simulation, **AND/OR** (d) Chaos Corona rendering and Chaos Scatter, software and any and all components thereof, You chose to get licensed for, as may be specified and designated in the Product section of the Company's web portal;
- VRayScannedMtl and/or BRDFScanned plug-ins (hereinafter "**VRscans plug-in**") (optional); a demo version (without GUI support and with watermarks prints on materials) may be included; a complete non-restricted version of VRscans plug-in is accessible with a separate license, as defined below and shall be acquired separately;
- any other accompanying software, plug-ins and any updates or upgrades to the Product that the Company may provide, and the Licensee may choose, to install from time to time;
- any associated files, documentation and materials, including but not limited to, Content, installation files, binary executable files, library files, configuration files and documentation files.

The Product may consist of online services (using wired and wireless networks), software products and all combinations of alpha and beta release, freeware and/or paid versions of such products.

"**Result**" means Your own specific digital output based on Your own input materials and Content, generated as commissioned Licensee's Works from the use of a) specific software Products designed by the Company to process Content and Your own input materials as announced by the Company, and b) relevant Company's or third party rendering or otherwise processing service(s). Regardless anything on the contrary, users cannot produce physical embodiments of the Content.

"Trial License" means a version of Product to be used only to review, demonstrate and evaluate the Product. The Trial License may either have limited features, and/or its free use might be limited in time.

"Trial Period" is a limited period in which Licensee is entitled to use the Product free of charge. Subject to the terms and conditions hereof, except if otherwise provided elsewhere, Company grants to Licensee the license specified below to evaluate the Product only for a term of thirty (30) days from the date Licensee downloads the Product. Trial Period may either be found in this Agreement, on Company designated web site, in the Product user-guide, or in Company's specific instructions, in this order of prevalence.

"Use" or "Using" means to access, download, execute, install, copy or otherwise benefit from using the functionality of the Product in accordance with this Agreement and/or the documentation. "Use", when specifically referring to Content, will mean a) browsing the Content by taking advantage of the tools provided by the Company, b) downloading Content, on a piece by piece basis, and c) importing it in a specially designated software Product for the purpose of processing the Content together with Your other materials so as to prepare raw input data or information such as imagery files capable of follow up rendering or otherwise processing service(s), aiming to finally achieve a Result.

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- f. **Render Service Provider** where a license to the Product is granted to operators of render farms, i.e. high performance computer systems, e.g. computer clusters, built to render computer-generated imagery, under specific conditions stipulated in additional terms and conditions concluded between you and Company;
- g. Any other type, as may be stipulated in the Special Terms and Conditions sections of this Agreement.

While you are licensed any License Type, other than regular Advanced or Commercial License, regardless anything to the contrary, under such License Type additional limitations on your use of the Product may apply. In case of time-limited License Type, You may request renewal of the Agreement; however the Company keeps the right to refuse such renewal. In case the renewal is confirmed by the Company, the Agreement is deemed automatically extended for the same period and under the same terms and conditions as agreed hereby.

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NOTE: THIS AGREEMENT SHALL APPLY TO ALL COMPANY'S SOFTWARE PRODUCTS, UNLESS OTHERWISE PROVIDED FOR IN THE SPECIFIC LICENSE TERMS AND CONDITIONS UNDER WHICH A COMPANY'S SOFTWARE PRODUCT IS MADE AVAILABLE FOR USE, FOR EXAMPLE, THIS AGREEMENT DOES NOT APPLY TO FREWARE LICENSE TYPE SOFTWARE, OR SOFTWARE NOT DESIGNATED UNDER THE DESCRIPTION OF PRODUCT STIPULATED IN THE PREVIOUS SECTION, WHICH IS LICENSED UNDER SEPARATE TERMS AND CONDITIONS. This Agreement also apply to any Products's:

- a. updates,
- b. supplements,
- c. Internet-based services, and
- d. support services (if any).

If there are any updates to the Product, the Company may provide the updated Product to You. However, certain new functions, or functions of the Product that have previously been provided to You, may not be available depending on Your update status.

2. GRANT OF LICENSE

2.1. Subject to Your full payment of the applicable license fees, if any, continuous compliance with this Agreement and the restrictions agreed between You and the Company, Company grants hereby, and You accept, a non-exclusive, non-sublicensable and non-transferable (except if the latter is permitted by applicable law) right and license:

- a. to install the Product on as many of Your computers as You wish to, provided that You may not, as clearly stipulated hereunder in greater details, at the same time use the Product on more computers than the number of the available licenses authorized by the License Server;
- b. to load the Product, to execute it, to use it, to transmit it to a distance, to keep it on a computer storage device;
- c. to create a back-up copy of the Product, if that is needed for the specific use that the Software has been acquired for and You keep all copyright notices and other marks of ownership on each copy, or partial copy, of the Product. The back-up copy is for Your own internal use only and cannot be provided to any third parties;
- d. to benefit commercially from using the Product in the authorized manner considering the restrictions in contained hereunder or in another agreement by and between the parties hereto;
- e. **SCOPE:** to use the Product within the scope of the License Type, as defined below, and to use up to the number of concurrent licenses of the Product as have been licensed and paid for at any one time or for the Metered Access Service, as defined below, considering the respective applicable restrictions. The Product is in use for the duration that it keeps engaged a license from the license server;
- f. **TERRITORY:** to use the Product in the country or authorized territory where You acquire the Product from an authorized reseller, unless otherwise specified by the Company or by applicable law. In case You are an individual, You may use the Product on the territory where You currently reside or temporarily stay at. In case the Product is acquired from Your head office on behalf of Your branch, the Product may be used in the territory or region where the branch is located and always provided that You have acquired the license from a Company's authorized reseller. the Product may be transferred to another country only upon Company's prior written approval.
- g. whenever you do not choose regular Advanced / Commercial license, but You wish to be granted another specific License Type generally made available by the Company, then (unless otherwise stipulated in the Product section and/or supporting documentation) to use the Product strictly for non-commercial purposes such as (not limited to) training and demonstration purposes, testing, trial and evaluation of the Product and/or use the Product to design, create and test Your own works ("Licensee's Works") considering the general and specific restrictions and limitations stipulated by the Company hereunder or elsewhere to that matter.
- h. to use the Product as may be additionally restricted and limited by the License Type you choose, in this Agreement, the Product section and/or supporting documentation.

2.2. Available Licenses (depending on the Product You choose to be licensed) may be either of the following or all of them. There may be Products which come along with a single license which combines, some or all of the, features described in the subsections a) to c) below (please check carefully the download section of the Product You choose and the Product user guide for additional information):

2.2.1. For the Product (except VRscans plug-in):

- a. **Workstation license.** One Workstation license entitles You to use the graphical user interface (GUI) of the Product (except VRscans plug-in) only on one computer or another technical device, respectively, at any one time and You may use only one running copy of the Product (except VRscans plug-in) for local, distributed or network frame-by-frame rendering at any one time. The rendering can be performed either on the same machine where the GUI license is used, or on another machine in the network.
- b. **Application SDK End User license.** If the Application Software Development Kit (also referred to as the "Application SDK" or "SDK") is included in the installation of Your Product, one Application SDK End User license may be included which entitles You to use the Product and/or Application SDK (except VRscans plug-in) only on one computer or another technical device, respectively, at any one time and You may use only one running copy of the Product and/or Application SDK (except VRscans plug-in) for local, distributed or network frame-by-frame rendering at any one time. The rendering can be performed either on the same machine where the Application SDK End User license is used, or on another machine in the network. Please refer to Section 20 below for further details.
- c. **Universal Render node.** One Universal Render node license entitles You to use one running copy of the Product (except VRscans plug-in) for local, distributed or network frame-by-frame rendering at any one time or by way of Metered Access Service, as defined below.

2.2.2. For VRscans plug-in:

- a. **VRscans GUI license.** One VRscans GUI license entitles You to use the graphical user interface (GUI) of VRscans plug-in only on one computer or another technical device, respectively, at any one time and Licensee may use only one running copy of VRscans plug-in for local, distributed or network frame-by-frame rendering at any one time. The rendering can be performed either on the same machine where the GUI license is used, or on another machine in the network.
- b. **VRscans Render node.** One VRscans Render node license entitles You to use one running copy of the VRscans plug-in for local, distributed or network frame-by-frame rendering at any one time.

2.2.3. For Phoenix Products:

- a. **GUI license.** One GUI license entitles LICENSEE to use the graphical user interface (GUI) of the Product only on one computer or another technical device, respectively, at any one time.
- b. **Simulation license.** One simulation license entitles LICENSEE to use one running copy of the Product for local or network fluid simulation at any one time.

2.2.4. Except for the cases of Metered Access Service as defined below, the term of each of the licenses, acquired under the Agreement, is indicated in the expiration section on the License Server status web page, and/or hereunder.

3. LIMITATIONS/RESTRICTIONS

3.1. You may NOT:

- a. make copies or otherwise reproduce the Product, except for installing it on Licensee's computers and for back-up copies as specified above;
- b. use the Product to develop a new product with the same or similar main function;
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- d. use the Product for commercial rendering services that provide third parties with contracted/on demand rendering or simulation services, unless you acquired a render-farm license;
- e. create any derivative works, or make any translation, adaptation, arrangement and any other alteration of the Product or make any reproduction, distribution, communication, display or performance to the public of the results of such acts;
- f. adapt or reverse compile or reverse engineer or otherwise tamper the whole or any part of the Product;
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- h. use any of the Product's components, files, modules, audio-visual content, or related licensed materials separately from the Product;
- i. use the Product in a manner that infringes any third party's copyrights or any other rights;
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- k. use a number of concurrent users of the Product that exceed the number of licenses acquired. Additional licenses can be added from time to time as such licenses are acquired;
- l. use the Product or Licensee's Works for commercial purposes, unless you acquired Advanced / Commercial or Render Service Provider License;
- m. use the license acquired hereunder by way of Metered Access Service, unless administered by a Company certified provider of Metered Access Service. **"Metered Access Service"** shall mean making the Product available to end users for on-demand metered use under the licenses granted hereby by Company. The Licensee may not exceed the limit of on-demand metered use acquired under the Metered Access Service.

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4.1. The Product is protected through schemes or devices to control access and permit only the number of licenses acquired to be in use at one time and to prevent usage of unlicensed copies of the Product ("**Protection Mechanism**"). Protection Mechanisms may include, not limited to a hardware lock ("**Dongle**"), license server, software license authorization key, and/or any other legally permitted technology as may be implemented from time to time by Company.

4.2. Depending on your License Type, the Product may include additional outcome restrictions including, but not limited to: resolution limitations, watermarks prints, etc.

4.3. You may not take any steps to avoid or defeat the purpose of any Protection Mechanism or to install or use the Product in a manner that circumvents or interferes with the operation of the protection mechanisms.

5. PRODUCT DELIVERY. COLLATERAL PRODUCTS

5.1. The Company will deliver the Product electronically, You have to register and download the Product from the Company's official website. In order to receive the Software license authorization key, you may have to generate a provisional code from the machine where the License Server is installed, following the instructions in the furnished documentation and to provide that provisional code to the Company. The Company will further provide the respective Software License authorization key.

5.2. The Company does not warrant authenticity and the Company may not provide any warranty for products downloaded elsewhere.

5.3. The Product may be accompanied, may contain or the Company may provide from time to time other own and/or third party's software, drivers, data, documents, materials, etc. ("**Collateral Products**"). Collateral Products may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in this Agreement. Unless such terms are included or referenced Collateral Products are subject to this Agreement. In case such terms apply You agree to comply with them.

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

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1. The Company 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 that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under this Agreement;

6.2. 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, including but not limited to, the performance of obligations hereunder.

6.3. 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.

7. OWNERSHIP

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

7.2. 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.

7.3. APIs: You acknowledge and agree that any API information and development materials provided (a) are confidential and proprietary to the Company, (b) may not be distributed, disclosed or otherwise provided to third parties, (c) may be used only internally and only in conjunction with and for your own authorized internal use of the Product to which the API information or development materials relate, such as the development and support of applications, modules and components to operate on or with the Product, and (d) may only be Installed on the same Computer(s) where the Product is permitted to be Installed.

8. PRIVACY (IN CASE LICENSEE IS AN INDIVIDUAL)

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

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

8.3. Please note that Your personal information may be collected and processed in order to detect, prevent, or otherwise address non-valid use such as through fraud and software piracy (e.g., to confirm that software is genuine and properly licensed) and to protect You, the Company, 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. The Company works with third party service providers to investigate the sale and use of non-valid software and in case of suspicions of software piracy the Company may share personal data of suspected individuals to those third parties provided all applicable legislative requirements are followed. The Company 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.

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

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

9. LIMITED WARRANTY

9.1. YOU MAY, WITHIN FOURTEEN (14) DAYS FROM THE DATE OF ACQUISITION, RETURN THE PRODUCT TO THE COMPANY OR ITS AUTHORIZED RESELLER FROM WHICH THE PRODUCT WAS ACQUIRED, FOR A REFUND NOT EXCEEDING THE RELEVANT LICENSE FEE PAID, IF ANY.

9.2. THE COMPANY WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE WHEN YOU ACQUIRE THE PRODUCT (WARRANTY PERIOD), THE PRODUCT WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE CORRESPONDING DOCUMENTATION WHEN PROPERLY USED. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE OR SUPPORT OR ANY OTHER SERVICES NOT PART OF THE PRODUCT, WHICH THE COMPANY, AT ITS 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 SOFTWARE MADE AVAILABLE BY THE COMPANY FOR FREE.

9.3. 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 FORM THIRD PARTY OTHER THAN THE COMPANY, 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 THE COMPANY, ALONG WITH PROOF OF ACQUIREMENT.

9.4. THE ENTIRE LIABILITY OF THE COMPANY RELATED TO ANY WARRANTY CLAIM AND YOUR SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY WILL BE LIMITED TO EITHER, AT THE COMPANY'S DISCRETION, (I) TO USE REASONABLE EFFORTS TO CORRECT DEFECTS OR WORK AROUND ERRORS, PROVIDED THAT YOU MAKE AVAILABLE TO MAXIMUM EXTENT POSSIBLE ALL THE INFORMATION THE COMPANY MAY NEED TO RECREATE AND CORRECT THE DEFECT OR FAULT OR IF SUCH EFFORTS FAIL OR ARE UNPRACTICAL (II) TO REFUND THE LICENSE FEES, IF ANY, PAID BY YOU AND TERMINATE THIS AGREEMENT. SUCH REFUND IS SUBJECT TO THE RETURN, DURING THE WARRANTY PERIOD, OF THE PRODUCT. THE LIMITED WARRANTY SET FORTH GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER APPLICABLE LAW. COMPANY DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

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10.1. THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF, AND LICENSEE ACKNOWLEDGES AND AGREES THAT COMPANY DISCLAIMS 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 NONINFRINGEMENT. THE FOREGOING LIMITED WARRANTY IS FURTHER NOT ENLARGED OR OTHERWISE AFFECTED BY COMPANY'S 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, COMPANY DOES NOT WARRANT THAT PRODUCT WILL MEET LICENSEE'S 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.

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10.3. SPECIFIC DISCLAIMER APPLICABLE ONLY TO LICENSE TYPES, SUCH AS TRIAL, ACADEMIC, 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. LICENSEE ACKNOWLEDGES AND AGREES 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 COMPANY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT PRODUCT WILL MEET LICENSEE'S 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.

11. LIMITATIONS OF LIABILITY

11.1. IN NO EVENT WILL COMPANY 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 COMPANY 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 COMPANY AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT AND ANY COMPANY'S PRODUCT OR SERVICE 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 OR SERVICE, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED. COMPANY DOES NOT SEEK TO LIMIT ITS WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

12. TERM AND TERMINATION

12.1. The Agreement is not limited with any term and is effective until terminated, unless, as of the time the Product is acquired, the Agreement for Your specific Product is time-limited with a fixed expiration period as may be specified on the License Server webpage, in the relevant Product section and/or supporting documentation and/or elsewhere publicly available with clear and disambiguous language.

12.2. The term of each of the licenses, acquired under the Agreement, is indicated in the expiration section on the License Server status web page.

12.3. You may terminate the Agreement, as a whole or part for a particular Product, at any time by returning and/or destroying the Product, related documentation and all copies thereof. For Your convenience, unless terminated beforehand, Your recurring subscription to a Product will renew automatically, and You will be billed accordingly, as per Your subscription terms. You can easily unsubscribe and disable the automatic renewal of Your subscription at any time, by following this link <https://my.chaosgroup.com/products>, selecting the respective Product(s), and clicking the relevant disable auto-renew button or otherwise option as per the website interface navigation.

12.4. The Agreement will also terminate immediately, without any notice from the Company, if You fail to comply with any provision of the Agreement. Company may amend or terminate the Agreement for convenience, in whole or in part (NOTE: about affected particular Product(s), Type(s) of License, or any other provision(s) as per the Company's sole discretion), at any time, by either (a) sending you a personal hard copy or digital message, or (b) displaying a relevant public notice on the Company website; on the License Server webpage; in the relevant Product section; and/or in any supporting documentation; and/or elsewhere typically accessible by the Product users, thus making the notice publicly available. Amendment or termination is to be made with clear and unambiguous language and by giving a reasonable period, as per the sole discretion of the Company, before either of them to become effective. Modifications will be effective immediately once incorporated into this Agreement, and made publicly available. You are responsible for Your regular checks necessary to make You familiar with any and all such amendments. Your continued use of the PRODUCT will be deemed acceptance thereof.

12.5. Upon the termination of the Agreement for whatsoever reason, You must cease all use of the Product and destroy all copies, full or partial, of the Product. If applicable, the Company will inform You about any refund available.

12.6. Sections concerning LIMITATIONS/RESTRICTIONS, CONFIDENTIALITY AND NON DISCLOSURE, 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.

13. OTHER PROVISIONS

13.1. This Agreement, including the formation, interpretation, breach or termination thereof, will be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to its conflict of law rules and principles. 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. The parties to this Agreement shall each use commercially reasonable efforts to settle any dispute, controversy or claim arising out of or relating to this Agreement. If no solution is achieved within sixty (60) days of a party's written notice of a dispute, You agree 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) the for resolution to the Court of Arbitration of the Bulgarian Chamber of Commerce and Industry in Sofia, Bulgaria, and be resolved, enforced and further executed in accordance with court rules then in effect and any other laws then in force throughout the Republic of Bulgaria, except that if You are an individual or for any other reason arbitration may not apply to You, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the competent court in Pleven, Bulgaria, and subject to appeal before the relevant appeal court and court of cassations. The parties to this Agreement waive any other venue to which either party might be entitled by domicile or otherwise. Nothing in the foregoing will prevent Company from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. You will be considered to have received the Product and subscribed to a service based on the governing law agreed hereunder, regardless of where the Product and the service are delivered or accessed. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Company's prior written consent, which may be withheld at Company's sole and absolute discretion, and any unauthorized purported assignment by You will be void. You acknowledge and agree that Company may assign or sub-contract any of its rights or obligations under this Agreement.

13.2. In the event any of the terms of the Agreement is declared null or void because it conflicts with the applicable law, the rest of the terms and the Agreement as a whole will remain in full effect. Such invalid term will be superseded by the legal provisions.

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

13.4. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

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

13.6. The Company shall keep the right to make and have implemented, from time to time, any changes, improvements and corrections it deems necessary of the Product hereunder, as long as such change, improvement or correction does not affect the Product's main function (rendering of 3d models or computational fluid dynamics simulations of smoke, fire and liquid effects) and does not qualify as a new product.

13.7. Company may contact You with relevant product information or marketing communications, such as newsletters. Such communications contain instructions how Licensee can opt-out in case Licensee does not wish to continue receiving them.

13.8. the Product may contain technology to collect anonymous usage data, including but not limited to render or simulation times, settings and used features. Usage data will not contain any information that may be used to identify You or your work personally, although, such technology may inadvertently collect information which may identify you as an individual or organization, in which case the data privacy rules in the relevant section above will apply. Usage data in raw or aggregated form may be transmitted to third party servers over the Internet, which may be or may be not under control of the Company. The Company may generate and publish summary reports based on the anonymous data obtained. Such reports may be made available in machine readable format to You or third parties for further analysis, generally, for the purposes of improving the quality of the Product and the services provided by the Company to You or the public.

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

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

13.11. The Company uses Google Analytics, a web analytics service provided by Google, Inc. (e.g., to evaluate your use of the Product, compile reports on activity, and process collected information relating to the Product usage). Google Analytics uses first-party cookies that store information, such as time, previous usages, etc. Google Analytics data is classified as confidential information. Google Analytics product helps businesses and site owners analyze the traffic to and the usage of their apps and websites. For further information, You should refer to Company's Privacy Policy at <https://www.chaosgroup.com/privacy> and the Google's privacy policy for further details.

13.12. This Agreement and any other terms referenced in this Agreement, as may be amended from time to time by the Company on its sole discretion, represent the complete and entire agreement between the parties regarding the subject matter hereof and supersede any and all prior proposals, agreements, representations and understandings between the parties, whether written or oral, regarding the subject matter hereof. The Product is licensed to You only upon condition that You accepts all of the terms and conditions contained and/or referenced herein. This is a license agreement and not an agreement for sale.

13.13. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

13.14. V-Ray and the V-Ray logo, Phoenix FD and the Phoenix FD logo, and ChaosGroup and ChaosGroup logo are registered trademarks of Chaos Software EOOD. All other brand names, product names, or trademarks belong to their respective holders.

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

14. SPECIAL TERMS AND CONDITIONS FOR ADVANCED / COMMERCIAL LICENSE

14.1. 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 Advanced / Commercial License Type.

15. SPECIAL TERMS AND CONDITIONS FOR TRIAL LICENSE

15.1. Licensee may download a Trial License version for evaluation and, thereafter, if Licensee liked the Product, order license under the terms and conditions stipulated above, i.e. Licensee 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 Licensee chooses to use the Product under Trial License.

15.2. 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 Company web site and/or on the Product user-guide.

15.3. Subject to Licensee's full and continuous compliance with this Agreement and the restrictions stipulated anywhere in this Agreement, Company grants, and Licensee accepts, a non-exclusive, non-sublicensable and non-transferable (except if the latter is permitted by applicable law) right and license for mere evaluation purposes only. Licensee is authorized to install, copy, and use the Product for the sole purpose of testing its functionality.

15.4. 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. Inter alia, if a trial license is a time-limited, fully-functional version, allowing licensee to see and test all the features, licensee 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 licensee expected it to work. All other refund cases, if any, are regulated by company warranty and limitation of liability policy.

15.5. Licensee 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.

15.6. The Trial License may be limited with a term and will be effective until terminated or Licensee chooses 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.

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

15.8. Company may terminate the Agreement at any time. the Agreement will terminate immediately without notice from Company if Licensee fails to comply with any provision of the Agreement.

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

15.10. Unless at the end of the Trial Period Company decides to extend the Trial Period or Licensee elects to be licensed the Product in return for applicable fee, Licensee accepts to immediately stop using the Product and return and/or destroy the Product, related documentation and all copies thereof. If Licensee retains the Product after the end of the Trial Period, Company will consider that Licensee chose to be licensed the Product in return for an applicable fee, under the terms and conditions of the standard EULA 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).

15.11. 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 Licensee to use the Product or any part of the Product after termination of this Agreement.

16. SPECIAL TERMS AND CONDITIONS FOR BETA LICENSE

16.1. 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.

16.2. Under this License Type You may not use the Product or Licensee's Works for commercial purposes, unless a specific agreement with the Company is reached on that. The specific agreement may be replaced by a relevant statement of the Company stipulated on the beta section of the Product "**Commercial Purposes**" means, not limited to, to: sell, charge, accept payment in any form or other compensation for the usage of the Product, Licensee's Works or parts of Licensee's Works produced with the Product.

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- 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 the Company 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, Company may use Your feedback or suggestions without obligation to You

16.4. You may report to the Company 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 the Company, 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 the Company, certain media and press release instruments ("**Feedback**"), provided by you (including corrections to problems in the Product and documentation) become property of Company. You agree to assign, and hereby assign, all right, title, and interest worldwide in the Feedback and the related intellectual property rights to Company, and agree to assist Company, at Company's expense, in perfecting and enforcing such rights. Company may disclose or use Feedback for any and all business purposes whatsoever without any obligation to you. Under no circumstances will Company 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 Company. 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 Feedback may be considered Confidential Information.

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

16.6. 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 the Company 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.

17. SPECIAL TERMS AND CONDITIONS FOR NFR LICENSE

17.1. Whenever You are provided a NFR License Type for a Product, You acknowledge, understand, recognize and agree that it is s 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.

17.2. 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 Company, unless otherwise clearly stated by the Company in the relevant Product section.

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

18. SPECIAL TERMS AND CONDITIONS FOR EDUCATIONAL/ ACADEMIC LICENSE

18.1. 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.

18.2. 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.

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

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

19. SPECIAL TERMS AND CONDITIONS FOR RENDERFARM LICENSE

19.1. 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.

20. SPECIAL TERMS AND CONDITIONS FOR APPSDK FOR INTERNAL USAGE AND DEVELOPMENT

20.1 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.

DEFINITIONS:

20.1.1. V-Ray Application SDK, hereinafter referred as the "**SDK**", consists of:

- V-Ray Render Engine (major version, as may be further specified by the Company), which means Company's proprietary rendering software core in a binary code format.
- V-Ray Application SDK API, which means programming interface that allows Licensee, 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 Licensee 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.

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

20.1.3. "Content" means Licensee's or a Third Party's text, pictures, data, or other information which are: (i) submitted to, stored, retrieved

or 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.

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

20.2. GRANT OF LICENSE

INTERNAL USAGE AND DEVELOPMENT:

Subject to and conditioned on Licensee's continuous compliance with this Agreement and payment of the applicable fees for the Product, if any, Company grants Licensee 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:

- use the SDK or any part of it "AS IS"; and/or
- create Licensee's Works; and/or
- link to Licensee's Works and/or any other Licensee's software, software applications, products, projects, services, solutions; and/or
- make copies of the SDK only as necessary to perform an activity permitted under this Agreement and Licensee keeps 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 Licensee's internal usage only and cannot be provided to any third parties. Licensee agrees 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 the Company is reached on that. "Commercial Purposes" means, not limited to: 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.

SDK REQUIREMENTS AND ADDITIONAL LIMITATIONS:

20.3.1. Required Licenses are:

- V-Ray Application SDK license.** One V-Ray Application SDK license entitles Licensee to one installation of the SDK on one Computer. The term of the V-Ray Application SDK license is specified as designated by the Company. Licensee may request renewal of the term, however Company keeps the right to refuse such renewal. In case the renewal is confirmed by Company, the term of the license is deemed automatically extended for an additional period, as instructed by the Company, under the terms and conditions of this Agreement.
- Universal Render Node license.** One Universal Render Node license entitles Licensee 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 are arranged in a separate end user license agreement with Company.

20.3.2. Number of licenses. Your number of licenses is specified by the Company, 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. Licensee acknowledges that Company 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 Licensee may develop based on the V-Ray Application SDK license herein. Nothing in this Agreement shall impair, limit or curtail Company's right to continue with its development, maintenance and/or distribution of Company's technology or products. Licensee agrees not to assert in any way any patent owned by Licensee arising out of or in connection with the SDK and/or the Product, or modifications made thereto, against Company, 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 Company products.

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

21.1. 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 Company Protection Mechanism.

21.2. 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 Company'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, the Company in appropriate manner, upon Company'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.

21.3. 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.

21.4. Company 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.

21.5. 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 20210223

_____END OF THE AGREEMENT_____

LICENSE SERVER AGREEMENT

PLEASE READ CAREFULLY.

THE COMPANY licenses the License Server ("THE LICENSE SERVER") to you (either you as an individual or the legal entity for which you represent and warrant that you have the right, power and authority to act on behalf of and bind to this agreement) ("THE LICENSEE") only upon the condition that you accept all of the terms and conditions contained in this LICENSE SERVER AGREEMENT ("THE AGREEMENT"). This is a license agreement and not an agreement for sale.

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 THE COMPANY has intellectual property rights.

In order to work properly, THE LICENSE SERVER requires: i) a Hardware Lock ("THE DONGLE"), provided by THE COMPANY directly or via its authorized reseller; or ii) an internet connection to THE COMPANY's online licensing service; or iii) one or more software license files ("THE LICENSE FILES"), provided by THE COMPANY.

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 THE COMPANY or its authorized reseller from which THE LICENSE SERVER and THE DONGLE were acquired.

1. SCOPE

1.1. THE COMPANY 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. THE COMPANY 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 THE COMPANY (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 THE COMPANY, or other rights not specified herein, respectively, are being transferred or licensed to THE LICENSEE.

2. RIGHTS AND OBLIGATIONS OF THE COMPANY

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

2.3. THE COMPANY shall keep the right to make any changes, improvements and corrections it deems necessary to THE LICENSE SERVER.

2.4. THE COMPANY shall not be responsible for any problems that may appear during or because of the use of THE LICENSE SERVER.

2.5. THE COMPANY 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 THE COMPANY;
- 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 THE COMPANY.

3.2. THE LICENSEE shall notify THE COMPANY immediately if THE LICENSEE becomes aware of any unauthorized use of the whole or any part of THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES by any third party. The notification shall be made to: contacts@chaosgroup.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 THE COMPANY with any information needed for the accurate completion of the AGREEMENT's objective.

3.5. THE LICENSEE shall be obligated to keep confidential any of THE COMPANY's trade secrets, as well as any other information 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 THE COMPANY's 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, THE COMPANY 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, THE COMPANY has no obligations to replace the defective DONGLE free of charge and the replacement must be paid according to the prices set out by THE COMPANY or its authorized reseller.

4.4. If any defect has arisen later than 24 months of the date of purchase by THE LICENSEE, THE COMPANY 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 THE COMPANY 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 THE COMPANY 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 THE COMPANY, 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 THE COMPANY, 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 THE COMPANY or its authorized reseller. THE LICENSEE will be charged additionally for the shipping costs and any other taxes. THE COMPANY 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, the COMPANY 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 COMPANY may provide from time to time other own and/or third party's software, drivers, data, documents, materials, etc. (COLLATERAL PRODUCTS). COLLATERAL PRODUCTS may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in this Agreement. Unless such terms are included or referenced COLLATERAL PRODUCTS are subject to this Agreement. In case such terms apply 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 COMPANY 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. PRIVACY (IN CASE LICENSEE IS AN INDIVIDUAL)

6.1. LICENSEE acknowledges and agrees that in order to acquire and use THE LICENSE SERVER through THE COMPANY's online licensing service and /or THE LICENSE FILES, LICENSEE (and third parties acting on LICENSEE's behalf) may have to provide, and COMPANY and its resellers (and third parties acting on behalf of COMPANY and its resellers) may acquire, certain personal information and data with respect to LICENSEE. By accepting the AGREEMENT LICENSEE hereby consents to COMPANY processing such information and data. COMPANY is a registered data administrator (Bulgarian Personal Data Protection Act (01 Jan. 2002 and as amended from time to time)) and as such COMPANY takes appropriate technical measures to protect LICENSEE's personal information and data. Personal information and data provided to COMPANY in connection with this AGREEMENT may be processed in Bulgaria or any other country in which COMPANY or its subsidiaries, affiliates or resellers maintain facilities. By acquiring THE LICENSE SERVER, LICENSEE consents to the transfer of such information outside of LICENSEE's country. In any case such personal information and data will be processed only for the purposes of this Agreement and for the time it is effective.

6.2. Personal information and data may be processed only for the performance of this AGREEMENT, for administration and authentication purposes necessary for the execution of the AGREEMENT, compliance with a legal obligation or to respond to support inquiries.

6.3. COMPANY may provide personal information and data to its subsidiaries and affiliates or resellers in connection with the provision, maintenance, administration or usage of THE LICENSE SERVER. Personally identifiable information and data will not be disclosed to external third parties not described herein without LICENSEE's consent. If COMPANY is required, by law or otherwise, to provide personal information and data to an authorized organization, LICENSEE would be informed prior to such disclosure. LICENSEE's account is password protected and all information is on a secure server, which only a limited number of COMPANY's employees can access. If LICENSEE suspects that someone else knows his password, or is using it, LICENSEE shall inform COMPANY and change the password immediately.

6.4. COMPANY will keep LICENSEE's personal information and data for as long as necessary to fulfil the above purposes or as required by law. LICENSEE may modify and correct incomplete or inaccurate data at any time by notifying COMPANY of any change to dpo@chaosgroup.com.

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 COMPANY 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. COMPANY 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 THE COMPANY 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 COMPANY 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 COMPANY 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. COMPANY 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 THE COMPANY and, respectively, by destroying THE LICENSE SERVER, destroying or returning THE DONGLE to THE COMPANY, 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 THE COMPANY's online licensing service and destroy or return to the COMPANY all DONGLES, if any,

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

10. OTHER PROVISIONS

10.1. This AGREEMENT is governed by Bulgarian law. Any dispute about the existence and the validity of THE AGREEMENT, or in relation with THE AGREEMENT or with a breach of it, including any dispute and discrepancy about the effect, interpretation, termination, performance or failure to execute it, will be settled by negotiations. In the event no solution is achieved, the dispute will be referred for resolution to the Court of Arbitration at the Bulgarian Industrial Association (BIA) in accordance with its Rules. The place of arbitration shall be Sofia, Bulgaria. Nothing in the foregoing will prevent COMPANY from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

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

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

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

10.5. LICENSEE may not assign this AGREEMENT or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without COMPANY's prior written consent, which may be withheld at COMPANY's sole and absolute discretion, and any unauthorized purported assignment by LICENSEE will be void. LICENSEE acknowledges and agrees that the COMPANY may assign or subcontract any of its rights or obligations under this AGREEMENT.

10.6. No term or provision of this AGREEMENT will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

10.7. This AGREEMENT and any other terms referenced in this AGREEMENT represent the complete and entire agreement between the parties regarding the subject matter hereof and supersede any and all prior proposals, agreements, representations and understandings between the parties, whether written or oral, regarding the subject matter hereof.

10.8. Headings used in this AGREEMENT are provided for convenience only and shall not be used to construe meaning or intent.

10.9. V-Ray and the V-Ray logo, CHAOSGROUP and CHAOSGROUP logo, Phoenix FD and the Phoenix FD logo are registered trademarks of Chaos Software EOOD. All other brand names, product names, or trademarks belong to their respective holders.

version 20210223

_____END OF THE AGREEMENT_____

CHAOS SOFTWARE TERMS OF SERVICE

IMPORTANT. Please read these Terms carefully before You start using Services. You should keep a copy of these Terms for Your records.

These Terms of Service ("**Terms**") are a legal agreement between Chaos Software LTD EOOD, Mladost-1A, block 548 entrance B, 2nd floor, Sofia 1729, Bulgaria, ("**Chaos**"), acting on its own behalf or on behalf of an authorized by Chaos reseller, and You. You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) ("**Company**") or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, "**You**"). You represent and warrant that You have the right, authority and capacity to act on behalf of and bind such entity (if any) and yourself. If you do not have the right, authority or capacity to legally bind You to these Terms, You do not have the right to access or use the Services.

Any and all access and/or use of the Services, as defined hereunder, by You will be governed by these Terms. By accepting these Terms during Your account registration or subscription process, or by using Your existing account after the implementation of the Terms, or by accessing or using the Services, You confirm Your acceptance of these Terms and Your agreement to be a party to this binding contract. If You do not agree to these Terms, You do not have the right to access or use the Services. If You do not agree to all of the terms and conditions of these Terms, You should not select the "I Agree" button or box (or other mechanism designed to acknowledge agreement) indicating that You have read and agree to these Terms and You are not permitted to access or use the Service. Nevertheless, any unauthorized use or access by You still constitutes agreement and consent to these Terms.

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 these Terms, 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 these Terms, references to these Terms 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.

1. "Additional Agreement" means an agreement (1) for an Other Chaos Product (if any) or (2) that You and Chaos otherwise agree in writing constitutes an Additional Agreement and includes certain terms and conditions for access or use of the Service or Software. Additional Agreements include, without limitation, the EULA, SLA, Subscription Terms and Membership Terms as applicable.
2. "API" means the standard applications programming interface information generally provided by Chaos to users of the Offering that specifies the requirements for interfacing to the Service or Software included in such Offering. API does not include any implementation of such interface information, any Materials or Software.
3. "Beta" or "Trial": Offerings identified as "Beta", "Labs" or "Pre-Release" or made available as "free" or "trial" in other testing mode, or without requirement of payment for an Other Chaos Product ("Free Services", in the meaning of Services 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 Services and are incorporated into these Terms by reference. Beta or Trial specific terms and conditions include, without limitation, that when You are offered Beta or Trial Offering/ Service:
 - You are entitled to participation based on Your commitment to participate and test the Beta or Trial Offering/ Service, where lack of sufficient participation is a good and sufficient cause for Chaos to remove You from the Beta or Trial service;
 - You are entitled to a single account only, whilst Chaos at its discretion may renew Your account upon expiration and/or enable additional account(s) of Your;
 - Generally, You may use Offering/ Service solely for Your internal, non-productive business purposes, and solely: (a) to evaluate the technical and commercial viability of the Offering/ Service; (b) to evaluate the reliability and functionality of the Offering/ Service in a working environment; (c) to determine whether the features of The Offering/ Service perform as designed and are useful; (d) to determine whether the Offering/ Service will work for its intended purpose; and (e) to create and provide to Chaos voluntary suggestions and technical feedback regarding the Offering/ Service, including suggestions regarding viability and functionality of the Offering/ Service. If You submit feedback or suggestions about the Offering/ Service, Chaos may use Your feedback or suggestions without obligation to You;
 - Parties acknowledge and agree that either party hereto (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 or other non-public information that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to hereunder. Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized internal use. Recipient shall maintain the confidentiality of the Disclosing party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties, 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.
4. "Chaos Parties" means Chaos and its affiliates, agents and suppliers and each of their respective officers, directors and employees.
5. "Claim" means any claim, suit or proceeding arising out of or in connection with: (1) Your Content/ Result or use of Your Content/ Result, including, without limitation, any assertion that Your Content/ Result or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by You or Your Users to comply with applicable laws, these Terms or any Policies or Additional Agreements; or (3) use of the Offering by You (or anyone who accesses the Service through You).
6. "Client Software" - access to the Service may require use of one or more Software programs (such as upload tools, etc.) that are made available for download by Chaos and are designed to be installed and used on a Computer, as a free or paid program as may be instructed from time time by Chaos, for the purposes of enabling use of the Service.
7. "Computer" means (1) 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 (2) a software implementation of such a device (or so-called virtual machine, if specifically allowed for use with regard to Software and/or Offering by Chaos); or (3) a mobile device designed for processing digital or similar information.

8. "Content" means, collectively, (a) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to the Service by You ; (b) any software application, plug-in and other computer program or similar material (including any modules and components, functions and features of a computer program) developed by You using the API and/or Materials.
9. "Documentation" means any technical requirements and end-user documentation for the Service made available to You by Chaos.
10. "Effective Date" means the date You first agree to these Terms and these Terms become effective on.
11. "Entitlements" means Your entitlement(s) to use the Service (such as maximum capacity, transactions, output, hours or other measurements of use, term or duration and any other entitlements specific to such Service) as determined by the Other Chaos Product, stand-alone Service or type or level of Subscription or Membership You subscribed to or licensed. Entitlements also include any other information about entitlements to access and use the Service which are set forth on the Entitlement Site and Portal (including, without limitation, the description of the Service, Documentation and minimum technical requirements for the Service).
12. "Entitlement Site" means a website owned or operated by or for Chaos through which You can view Your specific Entitlements. For some Services, access to the Entitlement Site may be through functionality within Your Other Chaos Product or Service.
13. "EULA" means the end user license agreement(s) provided or referenced by Chaos in connection with the Other Chaos Product to which the use of Software is subject to.
14. "Feedback" means any suggestions, feedback, improvement requests or other recommendations You or Your Users provide, relating to the Services.
15. "Materials" means SDKs (software development kits) and other toolkits, libraries, scripts, reference or sample code, and similar developer materials included in the Offering.
16. "Metered Access Service" shall mean making the Services available to end-users such as You and Users for on-demand metered use under these Terms. You may not exceed the thresholds and limit of on-demand metered use acquired, if any.
17. "Metrics" means information about You and Your use of the Offering (which may include storage space used, features of the Service used, metadata, index and similar information about the content stored, processed or accessed using the Offering and similar information). Metrics also includes information about You and Your users that You provide in connection with Your use of the Offering, including Personal Information (the collection, storage and use of which will be subject to the Privacy Policy). Metrics may be used predominantly for measuring Your use of Services by way of Metered Access Service.
18. "Membership" means a membership or subscription that You purchased that entitles You (in addition to other benefits) to access and use the Service.
19. "Membership Terms" means the terms for a Membership that may be set forth by Chaos, as they may be modified from time-to-time by Chaos in accordance with its terms.
20. "Offering" means the Service and any and all content, sample data sets, sample models or other sample content, information, data or materials provided by Chaos hereunder or viewed or generated in connection with the Service (including, without limitation, any output, Results, recommendations or projections based upon Your Content or otherwise) or any related subject matter.
21. "Order Form" means a form completed by or on behalf of You and submitted to Chaos (or by a reseller or distributor authorized by Chaos), directly or indirectly, in connection with Your order for the Service or an Other Chaos Product.
22. "Other Chaos Product" means any additional Chaos Product that You acquired, licensed, joined or subscribed to which entitles You to access and use the Offering. An Other Chaos Product may be (1) a stand-alone product or service, (2) a Subscription, (3) a suite of products and/or services; or (4) a Membership.
23. "Personal Data" or "Personal Information" has the meaning set forth in Chaos Privacy Policy and/or governing laws.
24. "Policies" mean any and all other terms and conditions which may be incorporated into these Terms by reference.
25. "Portal" means the website(s) owned or operated by or for Chaos that is associated with the Service.
26. "Privacy Policy" means Chaos's [Privacy Policy](<https://www.chaosgroup.com/privacy>) as currently available at Portal, as it may be modified from time to time in Chaos's sole discretion.
27. "Result" means Your specific output generated from the Service, if any, based on Your own Content, i.e. raw input data or information.
28. "Service" means a web-, or cloud-based service requiring a connection to the Internet and that Chaos makes available through an Other Chaos Product or the Portal.
29. "SLA" means any service level agreement that Chaos may make available to You in connection with the Service. Generally available service level agreements, if any, will be posted on Portal or any successor or supplemental web page of Chaos, as they may be modified from time to time.
30. "Software" means any computer program or similar material, including any modules and components, functions and features of a computer program, made available by or for Chaos for use as part of the Service (whether by download or as a hosted solution).
31. "Special Terms and Conditions" means any additional specific terms and conditions for access and use of a particular Service which may be set forth by Chaos at a location where a user may order or register for, or that is displayed in connection with ordering or registering for, such Services (e.g., a web page) or, if there are no such terms, at any web page of Chaos, as they may be modified by Chaos from time-to-time in its discretion.
32. "Subscription" means a subscription, if available, that You purchased to a Chaos product that entitles You (in addition to other benefits) to access and use the Service.
33. "Subscription Terms" means the terms and conditions applicable to a Subscription set forth by Chaos, as they may be modified from time-to-time by Chaos in accordance with its terms.
34. "Terms" means, collectively, these Service Terms and the Special Services Terms, Entitlements and Policies, and other terms and conditions referred to hereunder.
35. "Third Party Materials" means any files, content, designs, models, data sets, project information, materials, documents, computer programs or similar material (including, without limitation, any modules and components, functions and features of a computer program), media, audio, images, names, email addresses, comments, notes, links and other content, data, information, applications and services made available to You by any third party through or in connection with a Service or any website owned or operated by or for Chaos.
36. "Users" means Your individual employees and Your consultants, contractors, agents and others with whom you conduct business for the internal purposes of Your enterprise, for whom You have purchased subscriptions to a Service who access and use the Service only for Your benefit or as part of Your project.

1. SUBJECT MATTER

1.1. Subject to Your compliance at all times with these Terms, Chaos will provide You the Services, and You may access and use the Service, and You may permit the Service to be accessed and used by Your Users, provided all such access and use is solely for Your internal enterprise business purposes and is in the form made accessible and/or provided by Chaos.

1.2. These Terms supplement any other agreements You may have with Chaos, including Additional Agreements and Policies. These Terms apply to various Chaos services. Any specific terms or entitlements that apply to a particular service may be set out in Special Terms and Conditions of Service, the terms of which are incorporated here and are part of the Terms applicable to the Service.

1.3. All payments and fees, if any, for the Services are subject to the applicable terms and conditions governing payments between You and Chaos and/or a third party payment provider, authorized reseller and/or merchant.

2. RESTRICTIONS AND LIMITATIONS

2.1. This is an *intuit personae* contract for Service that is personal to You, and You may not personally, nor You may permit any third party to:

(1) distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the Offering, your rights with respect to the Service or Your Entitlements or any part of these Terms, to any other person or legal entity;

(2) remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary notices, labels, or marks from or on the Offering or modify, translate, adapt, arrange, or create derivative works based on the Offering, except as permitted in the Entitlements or Special Terms and Conditions;

(3) decompile, disassemble or otherwise reverse engineer the Offering, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Offering;

(4) use the Offering as a render-farm, service bureau or enable use or access of the Offering other than by Users;

(5) use the Offering in excess of, or in any manner inconsistent with, Your Entitlements or in violation of a law or regulation;

(6) interfere with or disrupt the Service, or servers or networks connected to any website through which the Service is provided;

(7) use the Offering as storage for remote loading or as a door or signpost to another home page, whether inside or beyond the site through which the Services are provided;

(8) use the Offering to perform any stress, vulnerability, penetration, availability, or performance testing on, or otherwise attempt to access in a manner not expressly permitted by Chaos, any network, system, server, or computer hosting the Service or related Software, or use the Service for any other benchmarking or competitive purposes or attempt to create a similar service through use of the Services or related Software;

(9) use the Offering to collect or store personal data about any person or entity, including but not limited to other users of the Service, to collect or store content that may be subject to third party rights for which you have no valid license for the entire period of data processing, or content that may be prohibited for processing by mere operation of law, except as otherwise specifically permitted in the Special Terms and Conditions or Documentation and subject to any related restrictions;

(10) use the Software or access or use the Offering except as expressly set forth in these Terms; or

(11) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Chaos in connection with the Offering or access the Offering with any code, serial number, or other copy-or access protection device not supplied by Chaos directly or indirectly. Chaos has the right (but not the obligation) to monitor and audit Your (and Your Users') usage of the Service to verify compliance with these Terms. Any use or access other than in accordance with these Terms is unauthorized.

2.2. No access or use by others is allowed, unless specifically designated by Chaos. You are responsible for compliance with these Terms by Your Users and any other persons who may have access to the Service through You. You shall make sure that Your Users agree to these Terms before they access and use the Service. You may not sell or offer to resell the Offering in whole or in part.

2.3. You understand that certain Services or Offerings may not be available in all locations, may require You to purchase a membership or subscription or pay additional fees and may not be available in all languages. You are responsible for administering any of Your own rules for access to Your site or Your Content/ Result by Your Users. Chaos is not responsible for enforcing any such rules.

2.4. If Chaos is made aware or believes in good faith that Your Content/ Result or conduct, or that of Your Users may:

(1) violate these Terms (including, without limitation, any Policy or Additional Agreement),

(2) violate any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander, and invasion of privacy,

(3) pose a security risk to the Service or any users of the Service, or otherwise adversely impact the Service or the systems or the content of any other user, or

(4) subject Chaos or any third party to liability,

Chaos has the right, but not the obligation, upon its free discretion to immediately disable or suspend access to Your Content/ Result and/or suspend Your access to the Offering (or take other action as may be required to comply with law) without notice to You. You acknowledge and agree that Chaos also may suspend or terminate Your access to the Offering if any information You provide to Chaos in connection with Your registration for, or use of, the Service is or becomes false, inaccurate, obsolete or incomplete. Chaos may remove any content that is posted to the Service without notice if it believes that such content exceeds Entitlement or (if the Entitlement does not specify) reasonable storage limits.

3. PREREQUISITES AND REQUIREMENTS

3.1. Internet access may be needed at all times, and creation or log into an account may be needed to use the Service. You and Your Users shall not share any user ID or passwords provided to You hereunder, and You agree not to allow anyone else to access Your account or Your site (except if expressly allowed by Chaos) or do anything else that might jeopardize the security of Your account.

3.2. You are solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for You to access and/or use the Service, including, without limitation, Internet service provider 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 responsible for the support of Your access and will not be responsible for the reliability, security or performance of any access.

3.3. Services may NOT be available in all countries or locations now or in the future. These terms do not change any territorial restrictions applicable to Your use of any Other Chaos Product.

4. CONTENT AND RESULT

4.1. Services may allow You to upload, submit, store, send or receive Content. You retain ownership of any intellectual property rights that you hold in that Content. In short, what belongs to You, stays Yours. You shall maintain ownership of, but also responsibility for Your Content, Result and responsibility for Your conduct while using the Offering. You agree that Your Content, Result and Your (and Your Users) conduct in using the Offering will comply with all applicable laws, rules and regulations and all other Policies.

4.2.1. By creating, submitting, posting or otherwise making Your Content or Result available to Chaos and/or others, You acknowledge and agree that:

(1) You will evaluate and bear all risks associated with Your Content and Result; and

(2) under no circumstances will Chaos Parties be liable in any way for Your Content as You upload or submit it, and/or Result, including, but not limited to any errors or omissions. Without taking away from Chaos's obligation to provide the Services as described in Your Entitlements, You are encouraged to practice effective data retention practices, to maintain copies on Your own computer or local network, to use the latest encryption and other security technology to protect Your Content and Result, and to back up and protect the security and confidentiality of Your Content and Result, as applicable to the Service. You and its Your Users may be exposed to Content and/or Result that are indecent, offensive or otherwise objectionable.

4.2.2. Chaos personnel will not access Your Content and/or Result except

(a) as part of providing, maintaining, securing or modifying Services,

(b) at Your request or with Your consent as part of addressing or preventing a service, support or technical issue, or

(c) in connection with legal obligations or proceedings in accordance with the relevant provisions hereunder.

4.2.3. Use of Your Personal Information will be as set forth hereunder and/or in the Privacy Policy. Chaos does not own Your Content or Result. You acknowledge that provision of the Service necessarily involves technical access, processing and transmission of Your Content, Result and Metrics related to use of the Service.

4.3. IF YOU CHOOSE TO SHARE YOUR CONTENT, OR RESULT, OR MAKE YOUR CONTENT OR RESULT AVAILABLE TO THIRD PARTIES OR OTHERWISE IN CONNECTION WITH THE SERVICE, YOU DO SO AT YOUR OWN RISK. Some Services may permit You to share Your Content or Result, or publish Your Content or Result to third parties, using any technically available means or tool, or to other products or services directly or indirectly through other software. You acknowledge that if You choose to share or publish Your Content or Result (whether by emailing, sharing a link, submitting to a software application for access to a service, posting in a forum or other public areas or in shared areas available to other users You have chosen, or by any other available sharing mechanism), that anyone You have shared Your Content or Result with (including in some cases the general public) may be able to use, reproduce, manipulate, distribute, display, transmit, and communicate Your Content or Result. Sharing and submissions are non-confidential. If You do not want others to have those rights, do not use the Service to share Your Content or Result or set Your permissions accordingly. You are responsible for the administration of access to Your Content or Result by Your Users including granting and terminating access. You acknowledge that in some cases, a user You have granted access to may have the ability to copy or transfer or save Your Content or Result outside of the Service and suspending or terminating access will not delete or inhibit access to content that was earlier copied or transferred. You waive "moral" rights or other rights with respect to attribution of authorship of Your Content. Chaos Parties have no control over and shall have no liability for any damages resulting from the use or misuse by any third party of Your Content or Result that You choose to share, directly or indirectly, or any kind of a discussion or through any service or software.

4.4. When you upload, submit, store, send or receive Content to or through the Service, You give Chaos (and those working with Chaos) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your Content works better with the Service), communicate, publish, publicly perform, publicly display and distribute Content. ***The rights You grant in this license are for the limited purpose of operating, promoting, and improving Service, and to develop new ones.*** This license continues even if You stop using the Service. Service may offer You ways to access and remove Content that has been provided to Service. Also, there might be settings that narrow the scope of Chaos use of Content submitted in Service. Make sure You have the necessary rights to grant us this license for any Content that you submit to the Service. Our automated systems analyze the Content to provide Chaos clients personally relevant product features. This analysis occurs as the Content is sent, received, and when it is stored.

4.5. Within thirty (30) days following the end of the term of Your Services ("Result Retrieval Period"), You may request retrieval of Your Result from the Services by Chaos. Provided You have paid all amounts due in connection with the Service, Chaos will, at Chaos's election, either (1) grant You limited access to the Service for the sole purpose of allowing You to retrieve Your available Result or (2) make such Result otherwise available to You, each of (1) and (2) at Chaos's then-current daily professional services rates.

4.6. If You destroy or delete Your Result and/or Content from the Service, as a consequence of the Service or for a different reason, You understand Content may survive and persist in backup copies. In addition to Chaos's rights to delete Your Content upon expiration or termination of these Terms, Chaos has the right (but not the obligation) to delete Content, Result and/or inactive sites or accounts or purge related data (and all backups thereof), without further notice and without liability for deletion or failure to store such data. Chaos Parties shall have no responsibility or liability for deletion based on Your settings or actions or inactions or for any failure to delete Your Content.

4.7. Services will be provided using processes and safeguards which are designed to help maintain the security of Your Content and/or Result that are economically appropriate for the Services. Chaos from time to time may have external auditors to verify Chaos adherence to Chaos security controls applicable to certain Chaos services.

5. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY

5.1. Chaos will make the Service available to You and Your Users consistent with the manner in which Chaos makes the Services generally available to users of the Service. Chaos shall provide support services via email, 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 Users have installed the most current updates of the Software and You and Users are not running a beta version of the Software, Client Software, Portal and/or the Offerings.

5.2. Any SLAs which may be available in connection with the Service will be Additional Agreements and the credits (if any) set forth in any SLA will be Your sole and exclusive remedy for Chaos' failure to meet the identified service levels. Not all Services will have SLAs. Chaos does not make any representations or guarantees related to uptime or availability of the Offering, except as specifically identified in the applicable SLA, if any.

6. THIRD PARTY MATERIALS

6.1 Services and Offerings may be accompanied, may contain or Chaos may provide from time to time other own and/or Third Party Materials, including but not limited to, software, drivers, data, documents, materials, etc. Third Party Materials may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in these Terms. Unless such terms are included or specifically referenced, Third Party Materials are subject to these Terms. In case such terms apply You agree to comply with them.

6.2 You will take sole responsibility for acquiring and complying with any licenses that may be necessary to use or to use in a different way any Third Party Materials, software, data, documents or other materials, etc. You acknowledge and agree that Chaos has no responsibility for, and makes no representations or warranties regarding, such Third Party Materials, software, data, documents or other materials or Your use of such Third Party Materials. Chaos may at any time, for any reason, modify or discontinue the availability of any Third Party Materials.

7. PROPRIETARY RIGHTS

7.1.1. You acknowledge and agree that Chaos and its licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Service, Software, API, Materials, Metrics, Documentation, Portal, Entitlement Site, sample data sets, sample models or other sample content and any information, data or materials provided or used in connection with, or generated by, the Service (NOTE: excluding Your Content and Result).

7.1.2. You agree not take any action to jeopardize, encumber, limit, or interfere in any manner with Chaos's or its licensors' ownership and rights with respect thereto.

7.1.3. Chaos does not grant You any right to use its trademarks, trade names, or logos.

7.1.4. You have only the limited rights to use the Offering as are expressly granted to You under these Terms and no other rights are granted or conveyed, or shall be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to a service. No license to Chaos software other than to Client Software and Materials expressly for use with the authorized use of the Service is granted by these Terms.

7.1.5. Chaos will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any Feedback.

7.2. You acknowledge and agree that any API and Materials (unless otherwise specified by Chaos in additional or different terms associated with such API or Materials):

(1) are Chaos Confidential Information and proprietary to Chaos;

(2) may not be distributed, disclosed or otherwise provided to third parties;

(3) may be used only internally and only in conjunction with and for Your own authorized internal use of the Service to which the API or Materials relate, such as the development and support of services, applications, modules and components to operate on or with such Service; and

(4) may only be used on the same Computer(s) where such Services are permitted to be used.

7.3.1. There may be Client Software involved in Your use of the Services. Access to the Service may require use of one or more

(1) Software programs that are made available for download by Chaos and are designed to be installed and used on a Computer for the purposes of enabling use of the Service or

(2) Other Chaos Products. Use of all Software is subject to the relevant EULA.

7.3.2. In case of Client Software, the following terms shall apply, if there is no specific separate EULA in place: subject to the compliance of the terms and conditions of these Terms at all times, and the payment of all fees (if any) related to Your use of the Service, Chaos hereby grants You a non-exclusive, non-transferable, non-sublicensable, limited right and license, during the Term, to:

(a) make one (1) copy of the Client Software (and that portion of the Documentation directly related to the Software) for backup purposes only (provided that all titles, trademarks, and copyright and restricted rights notices are reproduced in or on all such copies);

(b) install the Client Software solely on Computers owned or controlled by You or Your Users; and

(c) use the Client Software, in each instance solely for purposes of using the Service in accordance with these Terms in accordance with the Documentation, and solely for Your own internal business purposes.

7.3.3. Except as set forth in this section, no other right or license of any kind is granted to You with respect to the Client Software. As a clarification, all of the Restrictions applicable to the Other Chaos Product and the Offering apply to the Client Software and Your use of the Client Software is also subject to the disclaimers, limitations and the Export Laws referenced hereunder.

8. PRIVACY AND CONFIDENTIALITY

8.1.1. You acknowledge and agree that in order to acquire and use the Services, Offerings, Software and other valuable offerings that may be embodied in the Entitlement, You (and third parties acting on Your behalf) may have to provide, and Chaos (or third parties acting on behalf of Chaos) may acquire, collect, use, process, and storage Your Content and Personal Data. By accepting these terms You consent to the collection, use, processing, and storage of Your Content and Personal Data as may be further described in the then-current Privacy Policy, including cross-border transfers as may be further described in the Privacy Policy. The Privacy Policy is incorporated into these Terms by this reference.

8.1.2. Chaos is a registered data administrator (Bulgarian Personal Data Protection Act (01 Jan. 2002 and as amended from time to time)) and as such Chaos takes appropriate technical measures to protect Your Personal Data. You acknowledge and agree that You are responsible for compliance with all applicable privacy and data protection laws related to Personal Information provided to Chaos in connection with use of the Service by You or Your Users or personnel, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure, and use of Personal Information in connection with the Service, including as described in the Privacy Policy. Without limiting the foregoing, You will ensure that You have obtained consents, to the extent necessary, to provide Personal Information to be transferred to, collected, stored, used and otherwise processed by Chaos and its service providers, and that any individual who accesses or uses the Service has been made aware of the Privacy Policy.

8.1.3. You acknowledge that Chaos may use third-party service providers in connection with the Services, including without limitation the use of cloud computing service providers which may transmit, maintain and store Your Content/ Result and data using third-party computers and equipment in locations around the globe. You acknowledge that any data storage functionality associated with the Services is not intended for the storage of sensitive personal information such as Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, health insurance information, sensitive data about personal characteristics such as race, religion, or sexual orientation, or other personal data that may pose a risk of harm to the individual if improperly disclosed. You agree not to upload or otherwise submit any sensitive personal information in connection with the Service and further agree that Chaos Parties will have no responsibility or liability with respect to any such sensitive personal information that is processed, transmitted, disclosed, or stored in connection with the Service.

8.1.4 Chaos will keep Your personal information and data for as long as necessary to fulfil the above purposes or as required by law. You may modify and correct incomplete or inaccurate data at any time by notifying Chaos of any change to dpo@chaosgroup.com.

8.2. Software, Materials and Offerings may contain technology to collect anonymous usage data, including but not limited to render times, settings and used features. Usage data will not contain any information that may be used to identify You or Your Users personally. However, such technology may inadvertently collect information which may identify you as an individual or organization, in which case the data privacy rules will apply. Usage data will be collected only after explicit authorization by You and Your Users and can be reviewed and disabled by You and Your Users at any time. Usage data in raw or aggregated form may be transmitted to third party servers over the Internet, which may be or may be not under control of Chaos. Chaos may generate and publish summary reports based on the data obtained. Such reports may be made available in machine readable format to third parties for further analysis, generally for the purpose of improving the quality of the products and the services provided by Chaos to You and Your Users, or the public.

8.2.1. You or Chaos acknowledge and agree that 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 in connection with the Services. "Confidential Information" means any proprietary information, trade secret (organization, structure, object or source code of the Software, etc. any API, Materials, libraries, reference, sample code etc.) or other non-public information that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under these Terms. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and any Additional Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, service providers and agents who need such access for purposes consistent with these Terms and any Additional Agreement, and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein.

8.2.2 Confidential Information shall not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (3) is received from a third party without breach of any obligation owed to the Disclosing Party; (4) was independently developed by the Receiving Party; (5) Metrics; or (6) Feedback.

8.2.3 Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized internal use agreed hereunder within the scope of these Terms and any Additional Agreement. Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties, 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.

9. INDEMNIFICATION AND WARRANTIES.

9.1. You shall, at Your sole expense and to the fullest extent permitted by law, indemnify, defend (at Chaos's request), and hold harmless Chaos Parties against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Chaos Parties by reason of any Claim. If requested by Chaos to defend a Claim, You will not agree to any settlement without the prior written consent of Chaos, and Chaos shall have the right to participate, at its own expense, in the defense of any Claim with counsel of its own choosing.

9.2. You acknowledge and agree that:

- (1) You have the requisite rights to submit, develop and use Your Content/ Result in connection with the Service;
- (2) Your Content/ Result does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations;
- (3) Your Content/ Result is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and
- (4) any information You provide in connection with Your registration for, or use of, the Service is and shall remain true, accurate, and complete, and that You will maintain and update such information regularly.

10. DISCLAIMER OF WARRANTIES. LIMITATION OF LIABILITIES. OTHERS

10.1. NOTWITHSTANDING ANY WARRANTY APPLICABLE TO THE SOFTWARE IN THE EULA, THE OFFERING IS PROVIDED "AS IS" AND "AS AVAILABLE." CHAOS PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE OFFERING, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOUR USE OF THE OFFERING IS AT YOUR OWN DISCRETION AND RISK. CHAOS PARTIES DO NOT WARRANT THAT ANY USE OF OR ACCESS TO THE OFFERING WILL BE ERROR-FREE, COMPLETE, SECURE OR THE CONTENT/ RESULT WILL NOT BE OTHERWISE LOST OR DAMAGED OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED; OR THAT ERRORS OR FAILURES WILL BE CORRECTED OR REMEDIED. CHAOS PARTIES DO NOT WARRANT THAT THE OFFERING WILL PERFORM IN ANY PARTICULAR MANNER. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND CHAOS PARTIES ASSUME NO RESPONSIBILITY AND WILL HAVE NO LIABILITY OF ANY KIND FOR) (1) THE DECISIONS THAT YOU MAY MAKE REGARDING THE OFFERING; (2) USE OF THE OFFERING INCLUDING ANY CONTENT, RESULT, DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU IN CONNECTION WITH THE OFFERING INCLUDING, WITHOUT LIMITATION, IMPACT TO YOUR COMPUTER SYSTEM OR LOSS OF DATA; OR (3) ANY EFFECTS ON YOUR BUSINESS THAT MAY RESULT FROM SUCH USE. CHAOS PARTIES MAKE NO WARRANTIES TO ANY THIRD PARTY. CHAOS PARTIES DO NOT REPRESENT OR WARRANT THAT THE OFFERING IS OR WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. This Section will be enforceable to the maximum extent allowed by applicable law. No information or advice (whether written, oral or otherwise) provided by Chaos Parties or their representatives will create any warranty or in any way affect the disclaimers of warranty or limitations of liability expressly provided in these Terms.

10.2. THE OFFERING IS NOT A SUBSTITUTE FOR YOUR OWN JUDGMENT (INCLUDING PROFESSIONAL JUDGMENT) OR INDEPENDENT TESTING, DESIGN, ESTIMATION OR ANALYSIS, AS APPLICABLE. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE OFFERING, THE OFFERING HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. WITHOUT LIMITATION OF SECTION "CONTENT AND RESULT" OR DISCLAIMERS, CHAOS PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE OFFERING OR ANY MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE OFFERING. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF USE OF THE OFFERING. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERING AND THE SELECTION OF THE OFFERING AND OTHER PROGRAMS TO ACHIEVE YOUR INTENDED RESULTS. YOU ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY, ACCURACY AND COMPLETENESS OF SERVICE RESULTS, OUTPUT OR MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE OFFERING (IF ANY), INCLUDING ALL ITEMS VIEWED OR DESIGNED USING THE OFFERING. THERE ARE NO SERVICE LEVEL AGREEMENTS MADE IN CONNECTION WITH THE OFFERING EXCEPT AS MAY BE EXPRESSLY REFERENCED IN THE ENTITLEMENTS.

10.3. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL CHAOS PARTIES BE LIABLE HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL ANY OF THE FOREGOING PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF CHAOS PARTIES FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE OFFERING SHALL NOT EXCEED (a) ALL AMOUNTS PAID OR DUE FROM YOU FOR ACCESS TO THE OFFERING GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM (NO MATTER WHEN PAYMENTS WERE ACTUALLY MADE), OR (b) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

10.4. The parties agree that releases, waivers, warranty disclaimers, limitations of liability and indemnities in these Terms are a fundamental basis of the bargain between You and Chaos, and are a material part of the consideration received by Chaos for the provision of the Offering under these Terms, and Chaos would not have entered into these Terms and provided the Offering in the absence of such releases, waivers, warranty disclaimers, limitations of liability and indemnities.

11. TERM AND TERMINATION

11.1. These Terms shall become effective on the date You first agree to these Terms.

11.2. The term of the Agreement ("**Term**") shall extend from the Effective Date until this Agreement is terminated or expires. If the Service or the Term is renewed or extended, it will be under the then-current Terms. You acknowledge that Your commitments with respect to the Services are not contingent on delivery of future service features or functionality (or oral or written statements about future features or functionality).

11.3. Unless earlier terminated in accordance with this Section, these Terms shall automatically terminate on the first to occur of (1) the date or end of the term of the Service identified in Your Entitlements, (2) the expiration or termination of an Additional Agreement, (3) the removal of the Service from the Other Chaos Product or Your Entitlements, or (4) the discontinuation of the Service by Chaos.

11.4. You may terminate these Terms at any time, with or without cause, effective upon notice of termination provided that (except in the termination as a result of a modification of these Terms) under no circumstances will You be entitled to refund for any fees paid or credit against fees due in connection with the Service.

11.5. Each of Chaos or You may terminate these Terms, if the other party is in breach of the Terms and fails to cure such breach within ten (10) days after written notice of the breach.

11.6. In addition, Chaos may, as an alternative to termination, suspend the Service and Your access to the Offering, and/or other Chaos obligations or Your rights under these Terms, if You fail to make a payment to Chaos or a distributor or reseller authorized directly or indirectly by Chaos or otherwise fail to comply with the provisions of these Terms or Additional Agreements relating to any such Service.

11.7. Chaos may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. These Terms will terminate automatically without further notice or action by Chaos if You go into liquidation.

11.8. Chaos may terminate or modify this Agreement if the continued provision of the Services to You or Your users is prohibited by applicable law or as otherwise required by applicable law.

11.9. Chaos may modify and adjust the Services and Terms at any time by giving you notice to comply with the changed conditions or terminate every affected portion thereof, or all of them. Chaos reserves the right, from time to time in its sole discretion, to:

- (1) modify or release subsequent versions of the Service,
- (2) impose license keys, authorizations, or other means of controlling access to the Service, and
- (3) change or discontinue the Service or the products, functionality or services comprising the Service, limit the availability of a Service to any geographic area or language at any time.

11.10. You acknowledge and agree that Chaos may at any time make feature or functionality updates to the Service. Chaos will endeavor to inform You of major changes to the Service (including the Entitlements applicable to a Offering). Chaos will provide You ninety (90) days advance notice if Chaos discontinues the Service in its entirety.

11.11. In case Chaos makes a material modification to these Terms, Chaos will provide notice to You. 11.12. Notice will be provided:

- (i) via email to Your or User's registered email address, or
- (ii) via notice in the administrator site or account of Your site or account, or
- (iii) via any other manner deemed reasonable by Chaos which involves specific notification to You (including, for example, by in-service notification functionality).

11.13. Notwithstanding the forgoing, modifications to the Privacy Policy will be handled as described in the Privacy Policy.

11.14.1. Except as may be otherwise expressly set forth in the Membership Terms, if a modification to the Entitlements or these Terms has a material adverse effect on You and You do not agree to the modification, You must notify Chaos of the same by email within thirty (30) days after Chaos's notice of the modification. Such notification shall be considered a termination by You pursuant to these Terms.

11.14.2. If You so notify Chaos, Your use and access to the Service will (even if you click to agree or acknowledge the modified Terms) remain governed by the Terms in effect immediately before the change (except to the extent modifications were made to comply with applicable law) until (x) the end of the then-current term identified in Your Entitlements, or (y) sixty (60) days after Chaos's notice of the modification, whichever is earlier.

11.14.3. In the event of such termination by You, Chaos (or the applicable third party) will refund the prorated portion of any prepaid fees, if any, applicable to the remaining term after the effective date of termination. Such date will be the end of the Term of Your Services.

11.15. For all Free Services, (a) these Terms may be terminated at any time by Chaos or by You, with or without cause, effective upon notice of termination; and (b) if no expiration date or end of term is identified in the Entitlements, and neither of the events described in (2), (3) or (4) above has first occurred, then these Terms shall terminate on the first anniversary of the Effective Date. Without limitation of anything in this paragraph, for all Offerings accessed as part of Subscription or Membership, these Terms and Your access to the Services will terminate when Your Subscription or Membership (and the applicable Subscription or Membership Terms) terminates or expires.

11.16. Upon any termination of these Terms for any reason, You and Your Users must immediately cease using the Service. Termination of these Terms does not affect, or give You any right to terminate, any Additional Agreement. Sections which by their nature should survive termination, will automatically survive termination of these Terms for any reason. It is Your responsibility to retain copies of Your Content/ Result. Upon termination Chaos shall have the right to immediately deactivate Your account(s) and suspend access to Your Content/ Result and, following the Result Retrieval Period, may delete, without notice, Your Content/ Result, if any, and all backups thereof, and Chaos Parties shall not be liable for any loss or damage which may be incurred by You or any third parties as a result of such deletion.

12. MISCELLANEOUS

12.1. These Terms, including the formation, interpretation, breach or termination thereof, will be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to its conflict of law rules and principles. 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) these Terms.

12.2. The parties shall each use commercially reasonable efforts to settle any dispute, controversy or claim arising out of or relating to this Agreement. If no solution is achieved within sixty (60) days of a party's written notice of a dispute, You agree that any claim, action or dispute arising under or relating to these Terms (including, without limitation, the Special Terms and Conditions) will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the for resolution to the Court of Arbitration of the Bulgarian Chamber of Commerce and Industry in Sofia, Bulgaria, and be resolved, enforced and further executed in accordance with court rules then in effect and any other laws then in force throughout the Republic of Bulgaria, except that if You are an individual or for any other reason arbitration may not apply to You, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the competent court in Pleven, Bulgaria, and subject to appeal before the relevant appeal court and court of cassations. The Parties waive any other venue to which either Party might be entitled by domicile or otherwise. Nothing in the foregoing will prevent Chaos from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. You will be considered to have subscribed to a Service based on the governing law agreed hereunder, regardless of where the Service is delivered or accessed.

12.3. In the event any of the terms of these Terms are declared void because it conflicts with the applicable law, the rest of the terms and the Terms as a whole will remain in full effect. Such invalid term will be superseded by the mandatory provisions of the governing law.

12.4. You acknowledge and agree that Chaos may assign or sub-contract any of its rights or obligations under these Terms.

12.5. A person who is not a party to these Terms (including any User) may not enforce any of the terms in these Terms as against a party hereto.

12.6. You acknowledge and agree that Your use of the Offering may be subject to compliance with the EU, the United States, and/or other applicable country export control and trade sanctions laws, rules and regulations, including, without limitation, the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("Export Control Laws"). You shall be solely responsible for complying with the Export Control Laws and monitoring any modifications to them. You represent and warrant that (1) You are not a citizen of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (2) You are not identified on any U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Other 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); (3) You will not, unless otherwise authorized under the Export Control Laws, use the Offering in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; and (4) that no part of Your Content/ Result is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You agree that You will not use the Offering to disclose, transfer, download, export or re-export, directly or indirectly, Your Content/ Result, Third Party Materials or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which You may be subject.

12.7. The parties to these Terms contract as independent contractors and, except as expressly provided to the contrary, nothing in these Terms shall be construed as a relationship of agency, partnership or joint venture. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees. Neither party is authorized to incur debts or other obligations or liabilities of any kind on behalf of the other except as expressly authorized in writing.

12.8. No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

12.9. Notices in connection with these Terms by You will be in writing and will be sent by electronic mail to contacts@chaosgroup.com, postal service, or a delivery service (such as UPS, FedEx or DHL), except that You may not provide notice to Chaos of an Chaos breach by electronic mail. Notices from Chaos to You will be effective (1) in the case of notices by email or website posting, one (1) day after sending to the email address provided to Chaos or posting on the applicable web site, or (2) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Chaos. You hereby consent to service of process being effected on You by registered mail sent to the address set forth on Your Order Form (or, if no Order Form has been provided, Your last address known by Chaos) if so permitted by applicable law. Notices from You to Chaos will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Chaos), or (b) in the case of notices by mail or delivery service, when received by Chaos at their then-current headquarter address as indicated on their Portal. If You have a Subscription or Membership, either party may also provide notice as set forth in the Subscription or Membership Terms.

12.10. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorism or terrorist acts, war, failure or interruption of the Internet or third party Internet connection(s) or infrastructure, power failures, acts of civil and military authorities and severe weather. Such party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

12.11. These Terms (including, without limitation, the Additional Agreements and Policies) contain the entire agreement between You and Chaos with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Chaos with respect to the Offering. In the event of a conflict or inconsistency between these Terms and any Additional Agreement or Policy, these Terms will control, except (1) that the Entitlements and Special Terms and Conditions will control over these Terms and (2) an Additional Agreement will control to the extent that it expressly overrides these Service Terms with respect to the Service.

12.12. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

You can access a copy of these terms on the Chaos website or any successor or supplemental web page of Chaos.

(version 26/03/2019)

_____END OF THE AGREEMENT_____

End User License Agreement

Last revised on July 6, 2017

This End User License Agreement (the "**EULA**") is a binding legal agreement between you, as an individual or entity, and Chaos Software LTD EOOD, Mladost-1A, block 548 entrance B, 2nd floor, Sofia 1729, Bulgaria ("**Chaos Group**"). By downloading, installing, or using the V-Ray Swarm application (the "**Software**"), you agree to be bound by the terms of this EULA. If you do not agree to the EULA, do not download, agree to the terms and conditions, click or check a relevant "I accept" box, or perform any similar act, and/or do not use the Software.

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

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

1. Description

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

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

2. License

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

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

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

3. Title

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

4. Restrictions

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

You may not:

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

5. Personal Information and Privacy

1. You acknowledge and agree that in order to acquire and use the Software, you (and any third parties acting on your behalf) may have to provide, and Chaos Group and its resellers (and third parties acting on behalf of Chaos Group and its resellers) may acquire, certain personal information and data with respect to YOU. By accepting the EULA, you hereby consent to Chaos Group processing such information and data. Chaos Group is a registered data administrator (Bulgarian Personal Data Protection Act (01 Jan. 2002 and as amended from time to time)) and as such Chaos Group takes appropriate technical measures to protect YOUR personal information and data. Personal information and data provided to Chaos Group in connection with this EULA may be processed in Bulgaria or any other country in which Chaos Group or its subsidiaries, affiliates or resellers maintain facilities. By acquiring the Software, YOU consent to the transfer of such information outside of YOUR country under terms and conditions which ensure fair protection of data subject's rights. In any case such personal information and data will be processed only for the purposes of this EULA and for the time it is effective, unless the applicable laws provide otherwise in which case the wider limits imposed or implied by law will prevail. Any premature revocation or repudiation of data subject's consent entitles Chaos Group to immediately terminate any associated rights and/or obligations which Chaos Group at its free discretion may consider will not be able to further fulfill.
2. Personal information and data may be processed only for the performance of this EULA, for administration and authentication purposes necessary for the execution of the EULA, compliance with a legal obligation or to respond to support inquiries.
3. Chaos Group may provide personal information and data to its subsidiaries and affiliates or Resellers in connection with the provision, maintenance, administration or usage of the Software. Personally identifiable information and data will not be disclosed to external third parties not described herein without YOUR consent. If Chaos Group is required, by law or otherwise, to provide personal information and data to an authorized organization, YOU would be informed prior to such disclosure. YOUR account is password protected and all information is on a secure server, which only a limited number of Chaos Group's employees can access. If YOU suspects that someone else knows his password, or is using it, YOU shall inform Chaos Group and change the password immediately.
4. Chaos Group will keep YOUR personal information and data for as long as necessary to fulfil the above purposes or as required provided for by law. YOU may modify and correct incomplete or inaccurate data at any time by notifying Chaos Group of any change to contacts@chaosgroup.com.

6. No Warranty

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

7. Right to Terminate or Modify Software

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

8. Render-Farm Service

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

9. Indemnification

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

10. Limitation of Liability

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

11. Notices

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

12. General

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

version 20210223

_____END OF THE AGREEMENT_____