

LICENSE SERVER AGREEMENT

Effective date: 1 May 2023

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

THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU, EITHER YOU PERSONALLY IF YOU WERE LICENSED THE LICENSE SERVER (“THE LICENSE SERVER”), AS DEFINED IN YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT, FOR YOURSELF, OR ANOTHER LEGAL ENTITY WHICH HAS ACTED AND FOR WHICH YOU WARRANT THAT YOU HAVE THE CAPACITY AND AUTHORITY TO BIND TO THIS AGREEMENT (REFERRED TO HEREIN AS “CUSTOMER”, “END USER”, “LICENSEE”, “YOU” or “YOUR”), AND

(A) ENSCAPE, INC., a company organized under the laws of the USA, with office address at 80 Pine Street, Floor 24, New York, NY 10005-1732, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA; OR

(B) ENSCAPE GmbH, a company organized under the laws of Germany, with office address at An der Raumfabrik 33b, 76227 Karlsruhe, Germany, email: contracts@chaos.com, IF YOU ARE LOCATED OUTSIDE THE UNITED STATES OF AMERICA **

** IF YOU ARE LOCATED OUTSIDE THE USA, PLEASE REVIEW THE TERMS INCLUDED IN THE COUNTRY-SPECIFIC TERMS SECTION BELOW, IF ANY, WHICH APPLY TO YOUR USE OF OR ACCESS TO THE LICENSE SERVER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS IN THE COUNTRY-SPECIFIC TERMS SECTION AND THE REMAINDER OF THIS AGREEMENT, THE COUNTRY-SPECIFIC TERMS SECTION SHALL APPLY IF YOU ARE LOCATED OUTSIDE THE USA.

(REFERENCES IN THIS AGREEMENT TO “CHAOS”, “WE,” “OUR” or “US” IN THIS AGREEMENT REFERS, AS APPLICABLE, TO INSCAPE, INC., ENSCAPE GMBH AND/OR A RESPECTIVE CHAOS AFFILIATE THAT OWNS OR OPERATES THE LICENSE SERVER THAT YOU ARE USING OR ACCESSING PURSUANT TO AN AUTHORIZED SUBSCRIPTION). ALL OTHER DEFINITIONS HAVE THE MEANING ASSIGNED TO THEM IN YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT.

YOU MAY NOT ACCEPT THIS AGREEMENT ON BEHALF OF ANOTHER ENTITY UNLESS YOU ARE AN EMPLOYEE OR OTHER AGENT OF SUCH OTHER ENTITY WITH THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF SUCH OTHER ENTITY. CHAOS MAY AT ANY TIME ASSIGN THE AGREEMENT, AS A WHOLE OR IN PART, TO ANY OF ITS AFFILIATES, WITH OR WITHOUT PRIOR NOTICE.

BY SELECTING THE “I ACCEPT” BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR BY ACCESSING, DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING THE LICENSE SERVER, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT (INCLUDING THE TERMS IN THE COUNTRY-SPECIFIC TERMS SECTION, IF YOU ARE LOCATED OUTSIDE THE USA). IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THE AGREEMENT, OR ANY OTHER APPLICABLE TERMS AND CONDITIONS REFERRED TO AS PART OF OUR RELATIONSHIPS AND/OR A CONDITION PRECEDENT FOR THEIR VALIDITY, YOU MUST NOT DOWNLOAD, AGREE TO THE TERMS AND CONDITIONS, CLICK OR CHECK A RELEVANT BUTTON, OR PERFORM ANY SIMILAR ACT OF ACCEPTANCE, AND/OR DO NOT USE THE LICENSE SERVER.

THE LICENSE SERVER is used to prevent usage of unlicensed versions or copies of particular COMPANY's Software Product. For the purpose of this Agreement "Software Product" shall mean any software program over which CHAOS has intellectual property rights.

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

By installing, accessing, or otherwise copying or using all or any portion of THE LICENSE SERVER you agree to be legally bound by THE AGREEMENT. If THE LICENSEE does not agree to any or all of the terms in THE AGREEMENT, THE LICENSEE must not install, access, or otherwise copy or use THE LICENSE SERVER or THE DONGLE (if applicable) and may, within fourteen (14) days from the date of acquisition, return, for a refund (if applicable), THE LICENSE SERVER, THE DONGLE and any accompanying documentation and materials to CHAOS or its authorized reseller from which THE LICENSE SERVER and THE DONGLE were acquired.

1. SCOPE

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

- a. to install THE LICENSE SERVER, to load it, to view it on a computer screen, to execute it, to use it, to transmit it to a distance, to keep it on a computer storage device;
- b. to create a back-up copy of THE LICENSE SERVER, if that is needed for the specific use that THE LICENSE SERVER has been acquired for and LICENSEE keeps all copyright notices and other marks of ownership on each copy, or partial copy, of THE LICENSE SERVER, if any. The

back-up copy is for LICENSEE's own internal use only and cannot be provided to any third parties;

c. to benefit commercially from using THE LICENSE SERVER in the authorized manner considering the restrictions in Article 3.1. below.

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

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

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

2. RIGHTS AND OBLIGATIONS OF CHAOS

2.1. CHAOS shall have to furnish THE LICENSEE via electronic way with the copies of THE LICENSE SERVER whose rights for use, as defined in Article 1.1., are being licensed by THE AGREEMENT.

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

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

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

2.5. CHAOS shall not be liable in case THE LICENSEE is not able to use any or all of THE LICENSE SERVER's features due to a force majeure (including, but not limited to short-circuits, power outages, internet network malfunctions, administrative limitations and others such as a war, strike, riot, crime, or an event described by the legal term "act of God" e.g., flooding, earthquake, etc.).

3. RIGHTS AND OBLIGATIONS OF THE LICENSEE

3.1. THE LICENSEE shall not:

a. make copies or otherwise reproduce THE LICENSE SERVER except for back-up copies made only for their own usage and which cannot be provided to any third parties;

b. replicate THE DONGLE, if any;

c. use THE LICENSE SERVER, THE DONGLE and/or THE LICENSE FILES to develop new software which is substantially similar to the expression of THE LICENSE SERVER and/or THE LICENSE FILES;

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

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

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

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

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

4. PROTECTION MECHANISMS

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

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

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

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

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

4.5. THE DONGLE and/or THE LICENSE FILES may contain one or more licenses for different Software Products licensed by CHAOS to THE LICENSEE. The total number of licenses to be put on THE DONGLE and/or THE LICENSE FILES must not exceed the number of licenses for said Software Products acquired by THE LICENSEE. If THE LICENSEE already has another DONGLE provided by CHAOS, THE LICENSEE is not obliged to buy a separate DONGLE for each new license that THE LICENSEE acquires. If THE LICENSEE already has acquired LICENSE FILES provided by CHAOS, THE LICENSEE is obliged to acquire separate LICENSE FILES for each new license that THE LICENSEE acquires.

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

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

5. COLLATERAL PRODUCTS

5.1. THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES may be accompanied, may contain or CHAOS may provide from time to time other own and/or third party's software, drivers, data, documents, materials, etc. (COLLATERAL PRODUCTS). COLLATERAL PRODUCTS may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in this Agreement. Unless such terms are included or referenced COLLATERAL PRODUCTS are subject to this Agreement. In case such terms apply LICENSEE agrees to comply with them.

5.2. LICENSEE will take sole responsibility for acquiring and complying with any licenses that may be necessary to use or to use in a different way any third party's software, data, documents or other materials. LICENSEE acknowledges and agrees that CHAOS has no responsibility for, and makes no representations or warranties regarding, such third party's software, data, documents or other materials or LICENSEE's use of such third party's software, data, documents or other materials.

6. DATA PRIVACY

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

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

7. DISCLAIMER OF WARRANTY

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8. LIMITATIONS OF LIABILITY

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

9. DURATION AND TERMINATION

9.1. This AGREEMENT is effective until terminated.

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

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

10. OTHER PROVISIONS

10.1. ALL OTHER TERMS AND CONDITIONS APPLICABLE TO THIS AGREEMENT WILL BE THE TERMS AND CONDITIONS OF YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT, PROVIDED THAT ACCORDING TO THE MEANING THEY ARE NOT SPECIFICALLY DESIGNED TO THE PRODUCT LICENSED UNDER YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR CONSUMER END USER LICENSE AGREEMENT. IN CASE OF CONFLICT, THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVAIL OVER THE TERMS AND CONDITIONS OF YOUR CHAOS LICENSE AND SERVICES AGREEMENT OR



Create your world.

CONSUMER END USER LICENSE AGREEMENT, TO THE EXTENT OF SUCH CONFLICT.

===== **END OF THE AGREEMENT** =====