PLEASE READ CAREFULLY. OUR PRODUCTS AND THIS LICENSE AND SERVICES AGREEMENT ARE SOLELY DESIGNED FOR PROFESSIONAL USE BY BUSINESS CLIENTS AND CUSTOMERS. ONLY EDUCATIONAL/ ACADEMIC LICENSES OF OUR PRODUCTS ARE DESIGNED AND AVAILABLE FOR USE BY CONSUMERS. IF YOU ARE AN ELIGIBLE EDUCATIONAL/ ACADEMIC LICENSE USER WHICH IS CONSIDERED ACONSUMER ACCORDING TO THE APPLICABLE LAWS, AND YOU WOULD STILL LIKE TO USE OUR PRODUCTS, PLEASE FIND YOUR CONSUMER END USER LICENSE AGREEMENT JUST BENEATH THIS LICENSE AND SERVICES AGREEMENT. ONLY THE TERMS OF SUCH CONSUMER END USER LICENSE AGREEMENT SHALL BE APPLICABLE TO YOU.

LICENSE AND SERVICES AGREEMENT

("Agreement")

Version: 20260527

THE PRODUCT IS LICENSED TO YOU UNDER THE CONDITION THAT YOU ACCEPT ANY AND ALL TERMS, STIPULATED OR REFERRED TO, HEREOF, PLEASE READ CAREFULLY.

THIS AGREEMENT GOVERNS THE USE OF CHAOS' OR ITS AFFILIATES' OFFERINGS, INCLUDING SUBSCRIPTIONS, SOFTWARE, CONTENT AND OTHER COPYRIGHTED MATERIALS, SOFTWARE-AS-A-SERVICE, CLOUD- SERVICES AND OTHER SERVICES, AND ACCOMPANYING DOCUMENTATION (TOGETHER, THE "**PRODUCT**" OR "**PRODUCTS**"). PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, V-RAY, CHAOS, ENSCAPE, CHAOS PHOENIX, CHAOS PLAYER, CHAOS SCANS, CHAOS COSMOS, CHAOS CORONA, CHAOS SCATTER, CHAOS VANTAGE, ETC. THIS AGREEMENT GOVERNS YOUR USE OF PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED RESELLER (AS DEFINED BELOW), OR ONLINE APP STORE.

THIS IS A LEGAL AGREEMENT BETWEEN YOU, EITHER YOU PERSONALLY IF YOU HAVE ACQUIRED THE PRODUCT, AS DEFINED BELOW, FOR YOURSELF, OR ANOTHER LEGAL ENTITY WHICH HAS ACQUIRED THE PRODUCT 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) **CHAOS SOFTWARE, INC.**, a company organized under the laws of the USA, with office address at 120 Wall Street, 20th Floor New York, NY 10005, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA; OR

(B) **CHAOS SOFTWARE 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 A PRODUCT. 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 CHAOS SOFTWARE, INC., CHAOS SOFTWARE GMBH AND/OR A RESPECTIVE CHAOS AFFILIATE THAT OWNS OR OPERATES THE PRODUCT THAT YOU ARE USING OR ACCESSING PURSUANT TO AN AUTHORIZED SUBSCRIPTION)

§ PREAMBLE: CAPACITY, CHAOS GROUP AND ACCEPTANCE

I. Authority to Enter into this 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.

II. Assignment by Chaos

CHAOS MAY AT ANY TIME ASSIGN THE AGREEMENT, AS A WHOLE OR IN PART, TO ANY OF ITS AFFILIATES, WITH OR WITHOUT PRIOR NOTICE.

III. Acceptance of Terms

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 PRODUCTS, 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 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.

§ PREAMBLE: ARTIFICIAL INTELLIGENCE

I. Scope and Identification

Certain Products or Services may incorporate or make available features or functionality based on artificial intelligence or machine learning technologies, including generative artificial intelligence ("AI Features"). AI Features that are trained exclusively on licensed or proprietary data and are designated by Chaos as eligible for the indemnification set out in Section 12a.2 are referred to in this Agreement as "Eligible AI Features". The AI Features available in connection with a specific Product or Service, and their designation as Eligible AI Features where applicable, will be identified in the Documentation (as defined herein) or on the applicable Product portal, as updated by Chaos from time to time.

II. Nature of AI-Generated Results

You acknowledge and agree that:

(1) Results (as defined herein) generated through AI Features ("AI Results") are produced by probabilistic models and may by their nature be inaccurate, incomplete, outdated, non-unique, or otherwise unreliable, irrespective of the quality of Your Data (as defined herein) submitted as input;

(2) AI Results may resemble output generated for other users depending on inputs and other circumstances, and ownership or exclusive rights to AI Results may be limited or unavailable depending on applicable jurisdiction;

(3) the Products, including their AI Features, are not a substitute for Your own professional judgment, independent verification, or expert review, and You are solely responsible for evaluating the accuracy, completeness, and fitness for purpose of any AI Result prior to its use or reliance upon it; and

(4) any decision made or action taken in reliance on an AI Result is made at Your sole risk and responsibility, regardless of whether Chaos or its Affiliates (as defined herein) have provided support, advice, or other communication in connection with such AI Result.

III. Input Requirements and Prohibited Use

When using AI Features, You shall:

(1) ensure that Your Data (as defined herein) submitted as input does not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, and does not contain any unlawful, defamatory, obscene, or otherwise harmful materials;

(2) comply with all applicable laws and regulations governing the use of artificial intelligence technologies in Your Territory (as defined herein), including without limitation any obligations arising under the EU Artificial Intelligence Act or other applicable AI-specific legislation,

including any human oversight obligations applicable to the use of high-risk AI systems as defined thereunder; and

(3) not use AI Features, or AI Results, for any purpose prohibited under Section 5 of this Agreement, including without limitation for the training of any machine learning or artificial intelligence model, algorithm, or system (Section 5(xvi)), or through unauthorized automated means (Section 5(xvii)).

IV. Versioning and Updates to AI Models

Chaos reserves the right to update, replace, or modify the AI models and machine learning infrastructure underlying AI Features at any time, without prior notice, as part of its general right to make feature and functionality updates under Section 7 of this Agreement. You acknowledge that such updates may affect the nature, quality, or consistency of AI Results, and that AI Results generated by different versions of an AI model from identical input may vary. Chaos makes no representation or warranty that AI Results will remain consistent across model versions.

V. Third Party AI Components

Certain AI Features may rely on technologies or services provided by third parties, including providers of large language models and other machine learning infrastructure. Where applicable, information such as prompts, tasks, or settings submitted as part of Your Data (as defined herein) may be shared with such third-party providers in accordance with applicable data protection and confidentiality obligations and the terms set out in Section 11 of this Agreement. Where such sharing involves a transfer of personal data to a jurisdiction outside the European Economic Area or other jurisdiction with equivalent data protection requirements, such transfer shall be subject to appropriate safeguards as required by applicable law. Chaos makes no representations or warranties regarding such third-party components, and your use of AI Features incorporating third-party technologies is subject to the terms applicable to such technologies as identified in the Documentation (as defined herein). To the extent any such third-party terms conflict with this Agreement, the third-party terms shall prevail with respect to the subject matter of such conflict.

VI. Obligations Imposed on Third-Party AI Providers

Where Chaos engages a third-party AI service provider, model provider, or infrastructure provider (each a “Third-Party AI Provider”) to support any AI Feature available within a Product or Service, Chaos will, based on the cooperation arrangements and compliance information actually known to Chaos and directly relevant to such Third-Party AI Provider, use commercially reasonable measures to require such Third-Party AI Provider to: (i) process Your Data, Content, and Result only to the extent solely as required to deliver the relevant AI Feature and related security, troubleshooting, performance monitoring, quality assurance, and legal compliance support; and (ii) refrain from using Your Data, Content, or Result for the development, training or improvement of artificial intelligence or machine learning models or systems, or otherwise improve their models or systems for any purpose unrelated to providing the relevant AI Feature to Chaos or its End Users. You acknowledge that You do not engage into any direct contractual relationships with any Third-Party AI Provider by reason of Your use of AI Features, and that the

obligations described in this Section are undertaken by Chaos solely in its capacity as a contracting party with such Third-Party AI Providers. Chaos reserves the right to replace or modify the Third-Party AI Providers engaged in connection with any AI Feature, provided that any such change shall not reduce the level of data protection applicable to Your Data, Content, or Result under this Section.

VII. Feedback on AI Results

To the extent You provide corrections, evaluations, annotations, or other feedback specifically relating to AI Results ("AI Feedback"), such AI Feedback shall be treated as Feedback (as defined herein) under Section 10 of this Agreement, and Chaos shall have the right to retain and use such AI Feedback for the improvement of AI Features and underlying models, subject to the confidentiality and data privacy obligations set out in Sections 10 and 11 respectively. For the avoidance of doubt, AI Feedback shall not include Your Data (as defined herein) submitted as input to AI Features, which remains subject to the terms applicable to Your Data under this Agreement.

VIII. Cross-References

The following provisions of this Agreement apply specifically to, or have particular relevance in the context of, AI Features and AI Results:

— Warranty Disclaimer — Section 13 sets out Chaos's disclaimer of warranties with respect to the accuracy, completeness, and reliability of AI Results, and your obligation to independently verify AI Results prior to use or reliance.

— Indemnification by You — Section 12a.1 sets out your indemnification obligations with respect to Your Data (as defined herein) and your use of the Products, including AI Features and AI Results.

— Indemnification by Chaos — Section 12a.2 sets out Chaos's indemnification obligations with respect to Infringement Claims arising from your use of Indemnified AI Results generated by Eligible AI Features.

— Cloud Services and Terms of Service — Section 3.2 incorporates the Terms of Service (https://www.chaos.com/legal/terms-of-service) by reference. Where AI Features are delivered as part of Cloud Services (as defined herein), additional terms set out in the Terms of Service, including any applicable Special Terms and Conditions, shall also apply.

— Data Privacy — Section 11 sets out the terms applicable to the collection and processing of data, including personal data processed in connection with AI Features and third-party AI providers.

— Use Restrictions — Section 5(xvi) prohibits the use of Products, including AI Results, for the training of machine learning or artificial intelligence models, and Section 5(xvii) prohibits access or use through unauthorized automated means.

1. DEFINITIONS

The clause headings are included for convenience only, have no legal effect and shall be ignored when construing these Terms. Capitalized terms are defined in this Agreement, or elsewhere in the other applicable terms and conditions accepted hereby by reference.

Unless otherwise stated, references to clauses or schedules are references to the clauses or schedules of this Agreement, references to this Agreement include its schedules and references to paragraphs within a schedule are references to the paragraphs of that schedule.

Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders.

References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organizations, governments, governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality) and corresponding or similar entities in any relevant jurisdiction.

Reference to any statute includes a reference to any subordinate legislation and to any amendments, consolidation, extension or re-enactment of that statute or subordinate legislation.

The use of the words "including" or "include" shall not limit the general applicability of any preceding words.

"**Access**" (as well as "to Access", "Accessible" and other similar language forms) means, (a) to Use, execute, or otherwise benefit from the features or functionality of, a Product, or (b) to Use or benefit from a Product. Access is any access to a Product regardless of whether it has been locally installed on Your Computer, Used via Cloud Services, Software as a Service, or otherwise remotely accessible.

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

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

"**Chaos Parties**" means Chaos, its Affiliates (whether or not a party to this Agreement), and each of their respective agents, suppliers, subcontractors, officers, directors, and employees.

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

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

"**Content**" materials licensed by Chaos, regardless of whether it has been downloaded locally on Your Computer, Accessible as a Cloud Service, Service or otherwise remotely Accessible. Content may include 3D model files, geometry, bitmaps, materials, animations and other constituent files related to the Content and its representation, and any modifications and/or compilations thereof, currently available in the Chaos portfolio , and/or accompanying documentation, and/or support files, designated and listed on https://cosmos.chaos.com/, or any other successor site designated by Chaos, or as maybe otherwise instructed by Chaos , including updates (if any). Content may be available for paid or free Use, upon Chaos's discretion. Content may be available only to certain regions, target groups of customers, or in connection to other specific Products where the relevant restrictions or prerequisites will be designated in the relevant Documentation - user guides, relevant Chaos website(s), or elsewhere.

"**Documentation**" means the applicable user manual, Third Party Materials, and the acceptable use policy, etc., which may be found at https://docs.chaos.com/, https://enscape3d.com/downloadable/Enscape_EULA/Appendix_B.pdf, or any other successor site(s) designated by Chaos, the applicable service level agreement, if any, and other corresponding copyrighted materials published by Chaos from time to time that are customarily made available to End Users of the applicable Product.

"**Effective Date**" means the date on which You accept this clickwrap Agreement or otherwise Access, download, install, execute or Use a Product or Services, whichever occurs first. Regardless anything to the contrary, Subscription term will start as at the moment of Product activation.

"**Internal Use**" is any allowed Use by Your own employees solely to meet the internal requirements of Your own business in the ordinary course of such business, including for the benefit of Your customers in the ordinary course of Your business, provided that Your Use shall not include the Use of Product or Service as a service bureau.

"**Eligible AI Feature**" means a generative artificial intelligence feature forming part of a Product, as designated by Chaos from time to time in the Documentation or on the applicable Product portal or Entitlement Site, that is trained exclusively on licensed or proprietary data and is made available to You under Your Subscription.

"**Indemnified AI Result**" means a Result generated in response to Your Data when using an Eligible AI Feature on a Product or Service through which such feature is made available to You under Your Subscription, and delivered to You following the act of saving,

downloading, exporting, or otherwise extracting such Result from the Product or Service in a form intended for use outside thereof.

"**Infringement Claim**" means any claim, suit or proceeding brought by a third party against You or Your Affiliate during the term of this Agreement, alleging that Your or Your Affiliate's use of an Indemnified AI Result directly infringes that third party's copyright, trademark, publicity rights, or privacy rights.

"**Licensed Material**" means Software, Content and Documentation

"**License Server**" means a primarily cloud-based Protection Mechanism to control access and permit only the number of licenses, seats, cloud credits, etc., acquired to be in use at one time and to prevent unauthorized or unlicensed Use of a Product.

"**License Type**" means a type of license specified by Chaos for a Product, including the types set forth in **Exhibit A - Special Terms and Conditions hereto**. License Type may include specific applicable set(s) of terms specified by Chaos for each type of license in Exhibit A. License Type, which is subject to change from time to time, is determined by Chaos and may be specified in the Subscription for the Product or Services, separately associated with the applicable Product or Service or elsewhere as may be deemed appropriate by Chaos. License Type may include one of the following types:

a. **Commercial License**, which is a license to Use a regular version of the Product or Service under the terms of this Agreement, in return for the applicable License fee as specified in the Subscription;

b. **Academic or Educational License** is a license limited to use the applicable Product for Your educational purposes only. Special terms and conditions, including as specified in ExhibitA, may apply (please refer to the Exhibits to this Agreement);

c. **Trial/Evaluation License** means a license to Use a version of a Product only to review, demonstrate and evaluate the Product or Service for the specified Trial Period. The Trial License is limited in time and the Product may have limited features or functionality. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement);

d. **Beta License** is a license available to the public or only a group(s) of clients, and/or their clients, selected upon Chaos's discretion, for evaluation or beta copies of Licensed Materials for which Chaos does not typically charge a license fee. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement). Beta license, or the beta software itself, may automatically expire once the beta process is complete;

e. **NFR (Not for resale)** is a designation for the Product that gives You a right only for testing with the understanding that You will not resell the Product. NFR ensures You complete, promotional copies of the Product, generally not eligible for upgrades when they

become available, and may not include technical support, whenever offered by Chaos. A Product marked with a NFR legend is substantially identical in function and packaging to the retail version of the same Product. They are not licensed for resale, and no license for general Use is granted. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement);

f. **Render Service Provider License** a special license to Use a Product granted by Chaos to business operators of render farms, built to render computer-generated imagery, which sublicense temporarily that Product in return for a fee, under specific conditions stipulated in Additional Agreement;

g. Any other License Type, as may be stipulated in the Exhibits concerning Special Terms and Conditions sections of this Agreement or as may be made available at the Product web portal.

Depending on Your Subscription or License Type, the Product may include additional separate outcome restrictions including, but not limited to: resolution limitations, watermarks prints, Use limited for a fixed period (with automatic expiration on a certain date), Use on a particular Computer only, etc. In case of time-limited License Type, You may request renewal of the Agreement, however Chaos keeps the right to refuse such renewal. In case the renewal is confirmed by Chaos, the Agreement is deemed automatically extended for the same period and under the same terms and conditions as agreed hereby.

"Protection Mechanism" means schemes or devices to control access and permit only the number of Subscriptions, seats, licenses, service credits, capacity, etc, acquired to be in Use at one time and to prevent usage of unlicensed copies of the Product . Protection Mechanisms may include a hardware lock such as dongle, or more complex tools such as the License Server, special encryption schemes, software license authorization keys, and/or any other legally permitted technology as may be implemented from time to time by Chaos.

"**Renderer**" means an embedded or separate subset of Software included in the Licensed Materials used specifically for rendering files created with other Licensed Materials, installed locally on Your Computer, and/or remotely Accessible (via Cloud Service or Software as a Service) as provided for, from time to time, by the terms of Your Subscription.

"**Reseller**" or "**Partner**" means an independent entity authorized directly or indirectly by Chaos to distribute Subscriptions for Products to You.

"**Result**" , also referred to as the "Licensee's Works", means digital works generated by inputting Your Data from the Use of a) specific Chaos Products to process Content and/or Your Data, and b) relevant Chaos or third party rendering or otherwise processing service(s). Result is Yours, and Chaos claims no rights thereonexcept as expressly permitted under this Agreement. For the avoidance of doubt, Chaos will not use Your Result, or any portion thereof, for the development, training or improvement of artificial intelligence or machine learning models or foundation models, validate, benchmark, or otherwise improve any generalized

machine learning model or foundation model (and Chaos will employ commercially reasonable efforts to ensure no third-party AI service provider, model provider, or infrastructure provider engaged by Chaos, will do that), except to the extent strictly necessary to provide the specific Product or Service to You and solely on the basis of Your prior written consent. Notwithstanding the foregoing, Chaos may retain copies of Your Result to the extent and for the duration reasonably necessary to: (i) detect, investigate, and prevent fraud, abuse, unauthorized use, or other violations of this Agreement or applicable law ("Abuse Prevention"); and (ii) comply with applicable legal obligations, including obligations to retain records pursuant to mandatory statutory or regulatory requirements, or to respond to lawful requests by governmental or judicial authorities. Any retention pursuant to this paragraph shall be subject to applicable confidentiality and data protection obligations. Regardless anything on the contrary, Users cannot produce physical embodiments of the Content or include it in any Result that is deemed illegal in Your Territory or according to any applicable law(s).

"**Services**" means services provided or made available by Chaos, in return for a fee or free of charge, including, without limitation, support services, storage, rendering, simulation and testing services, training and other benefits, as well as any services provided, or made available, as part of a Subscription.

"**Software**" is any object code of an executable computer program in a machine readable form provided by Chaos.

"**Software as a Service**" or "**SaaS**" means on demand, remote Access to certain Licensed Materials, as may be ensured by the License Server or other Protection Mechanism, for a limited period of time, according to the terms Your Subscription. Technical support, customer success plans, and professional services, specially devoted to SaaS Licensed Materials, are considered part of the Subscriptions under this Agreement should they be clearly communicated in the Subscription or related Documentation, subject to change from time to time, as part thereof.

"**Subscription**" is any customer relationship program for a Product, including downloadable Products, SaaS Products, Content, Cloud Services and other Services, or a suite of Chaos offerings and/ third party offerings, offered by Chaos to Customers, under which Chaos provides, in return for a license fee or free of charge (e.g., as in the case of a Trial License), and for a prescribed period of time as designated for the Product subject to Subscription, Access to Licensed Materials and Services, updates and upgrades to, new versions of, and certain other support, services and training programs relating to certain Products.

"**Territory**" is limited to the country or authorized territory where Your domicile is, and where You are entitled to Use the Product, unless otherwise specified by Chaos or by applicable law. In case You are an individual, You may use the Product in the territory where You currently reside or temporarily stay at. In case the Product is acquired from Your head office, or on behalf of Your Affiliate, the Product may be used in the territory or region where the headquarters or Affiliate is. The Product, or Use thereof, may be transferred from Your territory to another territory only upon Chaos's prior written approval.

"Third-Party AI Provider" means any third-party entity engaged by Chaos or its Affiliates to supply, operate, host, or otherwise support any AI Feature incorporated into a Product or Service, including without limitation providers of foundation models, large language models, inference infrastructure, or AI-enabled processing services.

"**Trial Period**" is a limited period in which You are entitled to use the Product free of charge. Subject to the terms and conditions hereof, except if otherwise provided elsewhere, Chaos grants to You the license specified below to evaluate the Product only for a term of up to thirty (30) days (as may be specified by Chaos as of the time You acquire the particular Product) from the date You obtain the Product or Service. Trial Period may either be found in this Agreement, on Chaos-designated web sites, in the Product User Guide, or in other Chaos specific instructions, in this order of preference.

"**Use**" or "**Using**" means to access, download, execute, install, copy or otherwise benefit from using the functionality of a Product for Internal Use in accordance with this Agreement and/or the Documentation. "**Use**", when specifically referring to Content, will mean Internal Use such as a) browsing the Content by taking advantage of the tools provided by Chaos, b) downloading Content, on a piece by piece basis, and c) importing it in a specially designated 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.

"**Users**" or "**Your Users**" means Your individual employees with whom you conduct business for the Internal Use of Your enterprise, for whom You have purchased Subscriptions only for Your benefit or as part of Your project.

"**Your Data**" means data and content owned by You that You have submitted for upload to Chaos's servers or computer system for use with one or more of the Products.

2. ACCOUNT AND PASSWORD

You may be required to register an account with Chaos in order to access certain areas of the website(s) of Chaos ("**Websites**") or any and/or all Products. With respect to any such registration, Chaos may refuse to grant You, and You may not Use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that Chaos rejects for any other reason at their sole discretion.

Your user name and password are for Your personal use only, and not for use by any other person.
You and Your Users are responsible for maintaining the confidentiality of any password You may Use to access the Websites and Products, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Websites and Products, to any third party.

You are fully responsible for all interaction with the Websites and Products that occurs in connection with Your password or user name. You agree to notify Chaos immediately of any

unauthorized use of Your password or user name or any other breach of security related to Your account or the Website(s) and Products, and to ensure that You "log off" (exit from Your account with the Websites and Products (if applicable)) at the end of each session. Chaos is not liable for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

3. SUBSCRIPTIONS AND LICENSE FEES

3.1. Access to Subscriptions and Software as a Service

This section applies generally to Software as a Service Subscriptions and does not apply to downloadable Licensed Materials. Subject to Your compliance with this Agreement, during the term of the SaaS Subscriptions purchased, Chaos will use commercially reasonable efforts to make the SaaS Products available in Your Territory 24 hours a day, 7 days a week, except for published downtime or any unavailability caused by circumstances beyond Chaos's control, including, but not limited to, a force majeure event, subcontractor's failure to provide essential resources, etc. Chaos grants you a non-exclusive right to Access and Use the SaaS Products:

i. in accordance with the Documentation; ii. solely

within the usage capacity purchased; and

iii. solely for Your Internal Use, unless agreed otherwise in a separate written contract with Chaos.

All other rights are expressly reserved by Chaos.

3.2. Access to Services as part of a Subscription. License Server

This section applies generally to Subscriptions for Services, Cloud Services and the License Server and will be regulated by the Subscription terms, by the **License Server Agreement** located at https://www.chaos.com/legal/license-server-agreement or any other successor site designated by Chaos, and by the **Terms of Service** located at https://www.chaos.com/legal/terms-of-service or any other successor site designated by Chaos, accepted hereby, as an integral part hereto, by reference. Subscription to Cloud Services will be acquired by way of service credits or otherwise as may be instructed from time to time by Chaos.

3.3. Access to Subscriptions for Licensed Materials. Single Product.

This section applies to Subscriptions of Licensed Materials when provided as a downloadable Product or as a part of a Subscription including Services. The Licensed Materials are licensed to You as a single product although they may encompass separate, but interdependent, Software, Services and Content. Subject to Your compliance with this Agreement, Chaos grants You for Your Territory a paid, limited, non-exclusive, non-transferable right to Use for the Subscription term the Licensed Materials:

i. in accordance with the Documentation;

ii. solely within the scope of the license purchased (e.g., number of seats, licenses,

cloud credits, volume of rights, etc); iii. solely for your Internal use, unless agreed otherwise in a separate written contract with Chaos.

All other rights are expressly reserved by Chaos.

3.4. Access to Renderer

With regard to the Renderer, in addition to any other license granted in this Agreement, You may be allowed for Your Territory Access to Renderer, solely for Your Internal Use. The Renderer is provided with a limited number of rendering nodes licenses, Service credits, etc., under the specific terms of Your Subscription.

3.5. License Fees

You shall pay the fee set forth by Chaos for the applicable Product or Subscription. Fees are available at the Product portal.
If You agreed upon a one-month term ("**One-Month Subscription**"), the fee is to be paid monthly in advance of the applicable One-Month Subscription. If You agreed upon a one-year term ("**One-Year Subscription**"), the fee is to be paid yearly in advance of the applicable One-Year Subscription. If You agreed upon a three-year term ("**Three-Year Subscription**"), the fee is to be paid in advance of the applicable Three-Year Subscription. Any other Subscription periods made available on a Product or Subscription portal, and relevant payments, will follow the same logic.

Chaos is entitled to modify any fees for a Subscription, Product or Service at any time, on a six-week notice in writing (except for the One-Month Subscription, or other offerings with a period shorter than six weeks, in which case a shorter notice period will be decided by Chaos in good faith). Except as otherwise announced with a fee modification notice, any fee modification will take automatic effect at the next renewal of Your Subscription Term, unless You elect not to renew. Where the fee modification is envisaged to take effect during Your current Subscription Term, when You do not disagree, the price modification will be effective at the end of the notice period, unless You notify Chaos earlier of Your acceptance, in which case the fee modification will be effective immediately upon Your acceptance notice. If You disagree with the fee modification, You shall notify Chaos in writing at least 30 days prior to expiration of the fee modification notice period. In this case Chaos will be, at its sole discretion, entitled to terminate Your Subscription and/or Agreement at the end of the fee modification notice period, or keep the current terms unchanged; whilst, in case Chaos decides to terminate, You will be entitled to prorated refund of the positive balance of Your prepaid fees, if any.

Other than as permitted in this Section or elsewhere in this Agreement, all amounts are non-refundable, non-cancelable and non-creditable. You agree that We may bill Your credit card or other payment method for renewals, additional Users, overages to set limits or scopes of Use, expenses, and unpaid fees, etc, as applicable.

3.6. **Resellers**

If You make any purchases through an authorized Reseller of Chaos:

a) Instead of paying us, You will pay the applicable amounts to the Reseller, as agreed between You and the Reseller. We may suspend or terminate Your rights to Use Products if We do not receive the corresponding payment from the Reseller.

b) Your order details (e.g., the Products You are entitled to Use, the number of End Users, the Subscription term, etc.) will be as stated in the order placed with Us by the Reseller on Your behalf, and Reseller is responsible for the accuracy of any such order as communicated to Us.

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

d) Resellers are not authorized to modify the terms of this Agreement or make any promises or commitments on Our behalf, and We are not bound by any obligations to You other than as set forth in this Agreement.

4. AUTHORIZED USE

Subject to Your compliance with this Agreement, You have been granted for Your Territory the following paid, limited, non-exclusive, non-transferrable, time-limited or perpetual, rights of Use, under the available Subscription terms, which You have accepted as stipulated above:

a. to Access remotely, download, install and Use the Product locally on as many of Your Computers as You wish to, provided that You, or Your Users, may not at the same time Use the Product via other than the Named accounts and/or on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by Your Subscription as may be controlled by the License Server or other Protection Mechanism ("Floating License"), as might be further stipulated in greater details in an Additional Agreement, the Product download section instructions, the Documentation, or elsewhere as may deem appropriate for Chaos. If Your Product is restricted for Use only on a particular Computer ("Fixed License"), as might be clearly stipulated elsewhere in greater details, Chaos may, upon its sole discretion, from time to time, temporarily provide a Fixed License with some very limited functionalities similar to a Floating License like Use on more than a single Computer, or authorize one-off migration of the Product to another Computer, provided that You may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by Your Subscription. Product Use may also be restricted (i) to personal Use only by a specific User account (referred to as "Named License", or any other successor license designation by Chaos), irrespective of the number of Computers, provided again

that the User may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by the Subscription; or (ii) otherwise; as may be stipulated elsewhere in greater details. "Named License", or any other successor license designation by Chaos), irrespective of the number of Computers, provided again that the User may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by the Subscription; or (iii) otherwise; as may be stipulated elsewhere in greater details. “Named” will refer to license(s) or accounts associated only with You personally or a particular individual among Your Users, where legal Access and Use of the Product, provided under the Named License, will only be allowed to You personally or the particular individual among Your Users designated as Named with its email address and name(s). You alone will bear liability and responsibility as regards the proper designation of the Named Users, and the full and unconditional acceptance of, and compliance with, the terms and conditions of this Agreement and any and all other terms and conditions applicable to the Named License Use, relating Documentation and any other applicable stipulations, including but not limited to, the then-valid Chaos Privacy Policy, by You personally or Your Named Users; for the avoidance of doubt, any re-assignment and obfuscating of or changes to the accounts for Named licenses including the identity of the Named user, the Named user name or a Named user email address without the express prior permission by Chaos shall constitute a breach of this Agreement;

b. to Access, to load, to execute, on a local Computer or from a distance, to Use the Products, and to keep it on a Computer storage device where possible according to the nature of the Product;

c. to create a back-up copy of the Product, if that is needed for the specific Use that the Product 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 contained hereby, in the Subscription terms, or in any other Additional Agreement by and between the parties hereto;

e. to Use the Product within the scope of Your Subscription or License Type, the Documentation, and up to the number of purchased Subscriptions, seats, licenses, service credits, capacity, etc., of the Product. The Product is in Use for the duration that it keeps engaged a Subscription from the License Server or other Protection Mechanism applied by Chaos ;

You acknowledge and agree that Access to and installation of a Product may be disabled by the

License Server or other Protection Mechanism if You Use the Product outside the authorized Access hereunder, if You tamper with the License Server or other Protection Mechanism or date-setting mechanisms on a Computer or in the Product, if You Use the Products past an applicable Subscription period or fixed term, or if You undertake certain other actions that affect the security mode or under other circumstances and that, in any such event, Your Access to the Product and other data may be affected.

5. USE RESTRICTIONS

You shall not:

h. Use any non-commercial Product that is procured under a limited license according to its Subscription, in a production environment;

ii. Use the Products beyond the scope of the license and/or capacity purchased (e.g., Use by a number of concurrent Users of the Product that exceed the number of Subscriptions, seats, licenses, service credits, etc, acquired. Additional capacity can be added from time to time upon extra fees);

iii. Modify, translate, adapt, make arrangement or any other alteration of the Product, or make any reproduction, distribution, communication, display or performance to the public of the results of such acts, or, generally, create derivative works from the Products, in whole or in part;

iv. disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, including but not limited to, for the purpose of developing, either personally or via third parties, a new product with the same or similar main functionality as the Product, unless expressly permitted by the mandatory rules of the applicable law despite this prohibition;

v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;

vi. Provide Access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Product to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service, unless specifically agreed otherwise in a separate agreement with Chaos. Even in case of such separate agreement, You may not Use the Product by way of Metered Access Service, unless administered by a Chaos certified provider of Metered Access Service. "**Metered Access Service**" shall mean making the Product available to end users for on-demand metered Use under a Subscription granted hereby by Chaos. You may not exceed the limit of on-demand metered Use acquired under the Metered Access Service;

vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity, except for Affiliates, re-assign or change the accounts for Named licenses including changing or obfuscating the identity of the Named user, the Named user name or a used Named user email address unless expressly authorized by Chaos in writing;

viii. Sell, resell, sublicense, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the Chaos license compliance and license transfer procedure;

ix. Use a Product with a Fixed License, whether physical or virtual, on another Computer, unless expressly authorized by Chaos in writing;

x. Duplicate, make copies of, or otherwise reproduce the Product, its methodology, analysis, or results, unless specifically permitted in accordance with Documentation or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that You reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Product as delivered to You;

xi. Use Your Subscriptions or Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy, intellectual property or other rights, or participate in any illegal, deceptive, misleading or unethical practices and activities, which may be detrimental to Chaos or the Product, including but not limited to, using the Content to create a Result of pornographic nature. Chaos is not liable for any illegal act such as defamation of a third party, distribution or transmission of obscene material and other information contrary to public order and decency, etc., and the result of any breach of this Agreement. You are solely responsible for such actions. You are responsible for using only legal content, including but not limited to, Digital Rights Management (DRM)-protected or DRM-free content on the allowed number of compatible devices that You own or control, within the restrictions provided hereby for the Product. Video and audio Content may require an HDCP connection;

xii. Use the Subscriptions in any manner not authorized by the Documentation;

xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized Access to Product, Subscriptions or the License Server or other Protection Mechanism, their related systems or networks, or any Third Party Materials contained therein;

xiv. Take any steps to avoid or defeat the purpose of any Protection Mechanism or to Access or Use the Product in a manner that circumvents or interferes with the operation of the Protection Mechanism;

xv. Use any of the Product's components, files, modules, audio-visual content, or related licensed materials separately from the Product;

xvi. Use the Products, Content, Results, or associated data for the purposes of training of any machine learning or artificial intelligence model, algorithm, or system, or for any similar automated processing activity that involves text and data mining; or

xvii. xvii. Access or Use the Product, Content, or associated data through unauthorized automated means, including but not limited to, scripting, batch processing, or other unattended non-interactive operation.

6. PREREQUISITES AND REQUIREMENTS

6.1. General Prerequisites

6.1.1.The Product may be authorized by a Protection Mechanism, including but not limited to, a compatible License Server (an ancillary license administration software used by the Product, to prevent usage of unlicensed versions or copies).

6.1.2.Internet access may be needed at all times, and creation or login to an account may be needed to use all aspects of the Product.

6.1.3.You are solely responsible for arranging and paying any cost for the Use of the proper Third Party Materials, internet or other network access, equipment, software, services and other resources required for You to Access and/or Use a Product, including, without limitation, hardware and software prerequisites such as proper Compute and operating system, license, service provider or otherwise fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Chaos may not be held responsible for the support of Your Access and will not be responsible for the reliability, security or performance of any Access.

6.1.4.Products may not be available in all countries or locations now or in the future. These terms do not change any restrictions applicable to Your Use of any other products and offerings of Chaos provided under separate terms and conditions not part of this Agreement.

6.2. Third-Party Materials (Non-AI)

6.2.1. The Product may contain or be accompanied by non-Chaos ("Third Party") collateral products such as third-party software, data or other materials, and some features of the Products or Services may incorporate artificial intelligence, including large language models ("LLMs") and other machine learning technologies ("Third Party Materials") that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement. You acknowledge that Results generated through such features may not be unique or original to You and may, by definition, resemble content produced for others, depending on inputs, and other circumstances. Thus, although Chaos will not claim ownership or copyright to the results, ownership or exclusive rights to Results may be limited, and eligibility for legal protection may vary depending on jurisdiction. You acknowledge that some of the artificial intelligence components in the Products or Services may incorporate or be trained on content owned or controlled by Third Parties, such as images or datasets. Such content may be subject to intellectual property rights or license terms of Third Parties. While Chaos will make reasonable efforts to identify in this Agreement relevant third-party components that incorporate images or other type of content, it cannot guarantee the absence of any potential claims arising therefrom. To the extent any terms of this Agreement conflict with any Third Party terms, the latter shall prevail. Such terms may be included or referenced in or with the Third Party Materials (e.g., in the "About box" or elsewhere) or a web page specified by Chaos (the URL for which may be obtained on Websites or on request to an Chaos representative), where the requirements and supported versions of the Third Party Materials may be found in the Documentation. You agree to comply with such terms. In addition, You will take sole responsibility for obtaining and complying with any licenses that may be necessary to use Third Party Materials that You Use or

obtains for Use in conjunction with a Product. You acknowledge and agree that Chaos has no responsibility for, and makes no representations or warranties regarding, such Third Party Materials or Your Use of such Third Party Materials.

6.3. Third-Party AI Providers

6.3.1. Certain AI Features may rely on technologies or services provided by third parties, including providers of large language models and other machine learning infrastructure (each a **"Third-Party AI Provider"**). Where applicable, information such as prompts, tasks, or settings submitted as part of Your Data may be shared with such Third-Party AI Providers in accordance with applicable data protection and confidentiality obligations and the terms set out in Section 11 of this Agreement. Where such sharing involves a transfer of personal data to a jurisdiction outside the European Economic Area or other jurisdiction with equivalent data protection requirements, such transfer shall be subject to appropriate safeguards as required by applicable law.

6.3.2. Where Chaos engages a Third-Party AI Provider to support any AI Feature available within a Product or Service, Chaos shall, based on the cooperation arrangements and compliance information actually known to Chaos and directly relevant to such Third-Party AI Provider, use commercially reasonable measures to require such Third-Party AI Provider to: (i) process Your Data, Content, and Result only to the extent solely as required to deliver the relevant AI Feature and related security, troubleshooting, performance monitoring, quality assurance, and legal compliance support; and (ii) refrain from using Your Data, Content, or Result for the development, training or improvement of artificial intelligence or machine learning models or systems, or otherwise improve their models or systems for any purpose unrelated to providing the relevant AI Feature to Chaos or its End Users.

6.3.3. You acknowledge that You do not engage into any direct contractual relationships with any Third-Party AI Provider by reason of Your use of AI Features, and that the obligations described in Section 6.3.2 are undertaken by Chaos solely in its capacity as a contracting party with such Third-Party AI Providers. Where Chaos expressly identifies applicable Third-Party AI Provider terms, acceptable use policies, or usage restrictions in the Documentation or on the applicable Product portal, You must comply with those requirements within the stated scope.

6.3.4. Chaos reserves the right to replace or modify the Third-Party AI Providers engaged in connection with any AI Feature, provided that any such change shall not reduce the level of data protection applicable to Your Data, Content, or Result under this Section 6.3. Chaos warrants that it shall treat Your Data, Content, and Result processed in connection with any AI Feature with strict confidence and shall not disclose or sublicense such information to any Third-Party AI Provider beyond the scope set out in Section 6.3.2(i), except as may be required by applicable law or with Your prior written consent.

7. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY

Chaos will make the Service available to You and Your Users consistent with the manner in which Chaos makes the Services generally available to other End Users of the Service.

Chaos may provide support services via email, phone lines, or otherwise, during regular business hours and will endeavor in good faith to respond to customer support inquiries within two (2) business days, provided that both conditions are met: You and Your Users are using the most current updates of the affected Product, and are not running a beta version, of the affected Product.

Any service level agreement(s), if any, which may be available in connection with a Product will be Additional Agreements and the credits (if any) set forth in any such will be Your sole and exclusive remedy for Chaos's failure to meet the identified service levels. Not all Products will have service level agreement(s). Chaos does not make any representations or guarantees related to uptime or availability of any offering, except as specifically identified in the applicable service level agreement(s), if any.

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

If Chaos or a Reseller provides You with an upgraded or updated version of a Subscription or Product, previously provided to You under this Agreement, upon Chaos sole discretion You may lose the previous version(s). Upon an upgraded or updated version availability, Chaos may, upon its sole discretion, stop any support for previous version(s).

8. REMOTE ACCESS AND DELIVERY

Chaos will deliver the Product electronically by giving You remote Access, whilst You have to register an Account, Access, download and install the Product from an official website of Chaos does not warrant the authenticity and does not warrant Products acquired elsewhere.

In order to receive a Product license authorization key, You may have to generate a provisional code from the Computer where the Access to License Server is installed, following the instructions in the furnished Documentation and to provide that provisional code to Chaos. Chaos may further provide the respective Software License authorization key.

Subscriptions and/or Products can be provided on various pricing levels such as Beginner, Advanced, Professional, Solo, Premium, Enterprise, Copper, Silver, Gold, Platinum, and any other as may be designated from time to time by Chaos .

9. OWNERSHIP

Chaos and its respective suppliers retain all rights to intellectual and intangible property relating to the Product, the Third Party Materials, and the Confidential Information, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You are granted only such rights as expressly described in the various terms and conditions accepted hereby either directly or by reference, and

You have no other rights, implied or otherwise. You acknowledge and agree that possession, installation, or use of the Product does not transfer to You any title to Chaos's intellectual property. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Chaos shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to You.

10. CONFIDENTIALITY

Confidential Information. Chaos and You acknowledge and agree that during the Term of or in relation with this Agreement either party (the "**Disclosing Party**") may disclose to the other party (the "**Recipient**") certain business and/or technical information of a confidential and proprietary nature. "**Confidential Information**" means any proprietary information, trade secret (organization, structure, object or source code of the Product, etc. any API, SDKs, libraries, reference, sample code etc.) or other non-public information, clearly designated as Confidential, Privileged or which by its essence or the surrounding circumstances may be considered as Confidential, that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under this Agreement. Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized Internal Use, including but not limited to, the performance of obligations hereunder. Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties throughout the term of Your Product license, except in cases where such information is required by applicable law or court order and a prompt advance notice to Disclosing party has been sent to enable the latter to seek a protective order or otherwise prevent such disclosure.

Feedback. Each party may from time to time provide suggestions, comments or other feedback ("**Feedback**") to the other party with respect to Confidential Information provided by such other party and/or the other party's products or services. Both parties agree that all Feedback is and will be given entirely voluntarily. Neither party shall provide any Feedback that is subject to license terms that seek to require any of the other party's products, technology, service or documentation incorporating or derived from such Feedback, or any of the other party's intellectual property to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of Feedback will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

11. DATA PRIVACY

You acknowledge and agree that You may provide, and Chaos and its Partners may obtain, certain information and data with respect to You (including, without limitation, personal data) and Your business in connection with this Agreement, including but not limited to, information and data provided to or obtained by Chaos and Partners, related to ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to

Products and/or managing the relationship with You. You hereby acknowledge that You have read and been familiarized with Chaos' data privacy and data protection policies, as such policies may be updated from time to time, located at https://www.chaos.com/privacy or any other successor site designated by Chaos.

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

Chaos is entitled to collect data about the Result for the purposes of improving any underlying features of the Product or Services, including without limitation, any artificial intelligence components (with the exception of using Results for training of such artificial intelligence components) , or other similar features that are designed to be improved based on analyzing the Result. Although all of the foregoing will be considered part of the Chaos perpetual bundle of rights hereunder, any such information will not be used for any other purposes, and will always be anonymized and aggregated. Where such collection involves telemetry that includes personal data, it will only occur with your prior approval, such as by providing a clear opt-in or opt-out mechanism.

12. LIMITED WARRANTY

Chaos warrants that, as of the date on which the Product is delivered to You and for ninety (90) days thereafter or if the Subscription term is shorter, such shorter period ("**Warranty Period**"), the Product will provide the general features and functions described in the Documentation. Chaos's and its Affiliates' entire liability and Your exclusive remedy during the Warranty Period ("**Limited Warranty**") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Chaos's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the fees, if any, paid by You and terminate this Agreement or the license specific to such Product. Such refund is subject to the return, during the Warranty Period, of the Chaos applicable policy further information of which may be received from Your Chaos Representative. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. CHAOS DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED

BY LAW. THIS LIMITED WARRANTY DOES NOT APPLY TO OFFERINGS NOT PART OF
THE PRODUCT, WHICHCHAOS OR ITS AFFILIATES, AT THEIR SOLE DISCRETION, MAY PROVIDE FROM TIME TO TIME, AND WHICH ARE MADE AVAILABLE ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, NOT LIMITED
TO PRE-RELEASED SOFTWARE, UNSTABLE VERSIONS, BETA, TRIAL, EVALUATION, OR NOT-FOR-RESALE COPIES, ANY OFFERINGS MADE AVAILABLE BY CHAOS OR ITS AFFILIATES FOR FREE. THIS LIMITED WARRANTY IS VOID IF FAILURE IN PERFORMANCE OR DEFECT OF THE PRODUCT RESULTED FROM YOUR NEGLIGENCE, ABUSE, MISUSE, AMENDMENT OR ATTEMPTED AMENDMENT OF THE PRODUCT FROM THIRD PARTY OTHER THAN CHAOS OR ITS AFFILIATES, ACCIDENT, IMPROPER OR UNAUTHORIZED USE OF THE PRODUCT OR MATERIAL BREACH OF THIS AGREEMENT. ALL WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD TO THE RESELLER FROM WHICH YOU ACQUIRED THE PRODUCT OR TO CHAOS, ALONG WITH PROOF OF ACQUISITION.

12a. INDEMNIFICATION

12a.1. INDEMNIFICATION BY YOU

12a.1.1. You shall, at Your sole expense and to the fullest extent permitted by applicable law, indemnify, defend (at Chaos's request), and hold harmless Chaos Parties against any and all losses, liabilities, damages, and expenses, including reasonable attorneys' fees, suffered or incurred by Chaos Parties by reason of any claim, suit or proceeding arising out of or in connection with:

(1) Your Data, or the Use thereof by You, Your Users, or any other persons who may have Access to the Products through You, including without limitation any assertion that Your Data or the Use thereof directly or indirectly infringes, misappropriates, or otherwise violates any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party;

(2) Your, Your Users', or any other persons' Access to and Use of the Products, including any Result or other output generated through such Access and Use, except to the extent such claim, suit or proceeding is subject to Chaos's indemnification obligations under Section 12a.2; and

(3) any breach of, or failure by You, Your Users, or any other persons who may have Access to the Products through You to comply with, applicable laws or regulations, this Agreement, the Documentation, or any applicable Additional Agreement.

12a.1.2. You acknowledge and agree that:

(1) You have all requisite rights to submit Your Data and to Use it in connection with the Products;

(2) Your Data and Your Result do not and will not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, nor are they subject to any

restriction on disclosure, transfer, download, export or re-export under any applicable law or regulation;

(3) Your Data and Your Result do not contain any libelous, defamatory, disparaging, unlawful, obscene, or otherwise harmful materials; and

(4) any information You provide in connection with Your Subscription or registration for, or Access to and Use of, the Products is and shall remain true, accurate, and complete at all times.

12a.1.3. Conditions. Chaos Parties shall have no liability for, and Your indemnification obligations under this Section 12a.1 shall not apply to, any claim, suit or proceeding to the extent arising from any act or omission of Chaos Parties that directly caused or contributed to the loss or liability giving rise to such claim. Chaos Parties shall: (a) notify You in writing of any such claim, suit or proceeding promptly upon the earlier of learning of or receiving it, provided that failure to give timely notice shall not relieve You of Your obligations under this Section 12a.1 except to the extent that You are materially prejudiced by such failure; (b) provide You with all reasonable assistance and cooperation in connection with the defense or settlement of any such claim, suit or proceeding, at Your expense; and (c) not make any admissions or statements regarding any such claim, suit or proceeding without Your prior written consent, provided that Chaos Parties may make such admissions or statements as required by applicable law or regulation.

12a.1.4. Sole and Exclusive Remedy. The foregoing states the entire obligation of You and the sole and exclusive remedy of Chaos Parties with respect to any claim, suit or proceeding subject to Your indemnification obligations under this Section 12a.1. For the avoidance of doubt, this Section 12a.1 continues to apply in full to all claims, suits and proceedings not governed by Section 12a.2.

12a.2. INDEMNIFICATION BY CHAOS

12a.2.1. Subject to Your compliance at all times with this Agreement and the conditions set out in Section 12a.2.2, Chaos will, at its own expense, defend any Infringement Claim and pay the damages, losses, costs, and expenses, including reasonable legal fees, directly attributable to such Infringement Claim that are either finally awarded by a court of competent jurisdiction against You or Your Affiliate, or agreed by Chaos in a written settlement. For the avoidance of doubt, this Section 12a.2 applies solely to Indemnified AI Results and does not extend to any other Result, Your Data, or output generated through Access to and Use of the Products.

12a.2.2. Conditions to Indemnification. Chaos shall have no liability under Section 12a.2.1 for any Infringement Claim that:

(1) arises from:

(a) any modification of an Indemnified AI Result, including by means of any other Product or Software;

(b) any combination of an Indemnified AI Result with any other Content, Third Party Materials, or Your Data;

(c) any Use of an Indemnified AI Result in violation of this Agreement, the Documentation, or any applicable Additional Agreement;

(d) any Use of an Indemnified AI Result after Chaos has instructed You, through the applicable Product portal or otherwise, to cease such Use;

(e) any Indemnified AI Result generated from a non-text input where that input alone would have given rise to the Infringement Claim;

(f) the context in which the Indemnified AI Result is Used or deployed by You, Your Users, or any other persons who may have Access to the Products through You; or

(g) any element of the Result other than the audiovisual output generated by the Eligible AI Feature, including any technical metadata produced in connection with the Product; or

(2) if You fail to:

(a) notify Chaos in writing of the Infringement Claim promptly upon the earlier of learning of or receiving it, provided that failure to give timely notice shall not relieve Chaos of its obligations under Section 12a.2.1 except to the extent that Chaos is materially prejudiced by such failure;

(b) grant Chaos sole control of the defense and settlement of the Infringement Claim, subject to Chaos acting reasonably and in good faith; or

(c) provide Chaos with all reasonable assistance, information, and cooperation in connection with the defense of the Infringement Claim, at Chaos's expense.

12a.2.3. Notwithstanding anything to the contrary in this Agreement or any applicable Additional Agreement, Chaos's total maximum aggregate liability under this Section 12a.2 shall in no event exceed USD 5000 (five thousand US dollars) per (1) Indemnified AI Result or (2) Infringement Claim (or set of related Infringement Claims). Notwithstanding any otherwise applicable limitation period, any action or dispute resolution proceeding in connection with this Section 12a.2 must be commenced within two (2) years of the act, event, or occurrence giving rise to the claim. This limitation applies in addition to, and does not supersede, the general limitation of liability set out in Section 13 of this Agreement.

12a.2.4. Sole and Exclusive Remedy. The foregoing states the entire liability and obligation of Chaos, and Your sole and exclusive remedy, with respect to any Indemnified AI Result or Infringement Claim. For the avoidance of doubt, Section 12a.1 of this Agreement continues to apply in full to all claims, suits and proceedings not governed by this Section 12a.2.

13. DISCLAIMER

THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF, AND YOU ACKNOWLEDGE AND AGREE THAT CHAOS AND ITS AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. THE FOREGOING LIMITED WARRANTY IS FURTHER NOT ENLARGED OR OTHERWISE AFFECTED BY CHAOS OR ITS AFFILIATES RENDERING OR ANY SUPPORT SERVICES OR TECHNICAL OR OTHER ADVICE OR COMMUNICATION IN CONNECTION WITH THE PRODUCT OR ITS USE. WITHOUT LIMITING THE FOREGOING DISCLAIMER, CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT PRODUCT WILL MEET YOURS EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY.

WITHOUT LIMITING THE FOREGOING, WHERE THE PRODUCT INCORPORATES OR MAKES AVAILABLE ANY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES OR FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE THAT: (I) RESULTS GENERATED THROUGH SUCH FEATURES MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR OTHERWISE UNRELIABLE; (II) THE PRODUCTS ARE NOT A SUBSTITUTE FOR YOUR OWN PROFESSIONAL JUDGMENT, INDEPENDENT VERIFICATION, OR EXPERT REVIEW OF ANY RESULT PRIOR TO ITS USE OR RELIANCE UPON IT; AND (III) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND FITNESS FOR PURPOSE OF ANY RESULT, AND FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE THEREON, REGARDLESS OF WHETHER CHAOS OR ITS AFFILIATES HAVE PROVIDED SUPPORT, ADVICE, OR OTHER COMMUNICATION IN CONNECTION WITH SUCH RESULT.

NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY A CONTRACTUAL RESTRICTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY TERMS AND CONDITIONS AGREED TO HEREBY, EITHER DIRECTLY OR BY REFERENCE, CHAOS AND ITS AFFILIATES DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT, AND THAT CHAOS OR ITS AFFILIATES WILL CORRECT ALL DEFECTS. THE USE OF THE PRODUCT IS AT USER'S SOLE RISK. UNLESS CHAOS OR ITS AFFILIATES SPECIFY OTHERWISE, CHAOS AND ITS AFFILIATES PROVIDE THIRD PARTY PRODUCTS WITHOUT WARRANTIES OF ANY KIND. HOWEVER, THEIR RESPECTIVE MANUFACTURERS, DEVELOPERS, SUPPLIERS, OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES. SPECIFIC DISCLAIMER APPLICABLE ONLY TO LICENSE TYPES SUCH AS TRIAL, BETA, NFR, DEMO, LABS OR PRE-RELEASE, OR MADE AVAILABLE AS “FREE” IN OTHER TESTING MODE, OR WITHOUT REQUIREMENT OF PAYMENT**, ETC., FOR** WHICH

THE LIMITED WARRANTY AND THE DISCLAIMER IN THE PREVIOUS SECTIONS DO NOT APPLY: IT IS UNDERSTOOD THAT THE PRODUCT, AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT, ANY SOFTWARE OR SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND CHAOS AND ITS AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT THE PRODUCT WILL MEET YOURS EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY.

WITHOUT LIMITING THE FOREGOING, WHERE THE PRODUCT INCORPORATES OR MAKES AVAILABLE ANY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES OR FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE THAT: (I) RESULTS GENERATED THROUGH SUCH FEATURES MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR OTHERWISE UNRELIABLE; (II) THE PRODUCTS ARE NOT A SUBSTITUTE FOR YOUR OWN PROFESSIONAL JUDGMENT, INDEPENDENT VERIFICATION, OR EXPERT REVIEW OF ANY RESULT PRIOR TO ITS USE OR RELIANCE UPON IT; AND (III) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND FITNESS FOR PURPOSE OF ANY RESULT, AND FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE THEREON, REGARDLESS OF WHETHER CHAOS OR ITS AFFILIATES HAVE PROVIDED SUPPORT, ADVICE, OR OTHER COMMUNICATION IN CONNECTION WITH SUCH RESULT.

NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY A CONTRACTUAL RESTRICTION.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL CHAOS OR ANY ITS AFFILIATE OR ITS LICENSORS BE LIABLE (DIRECTLY OR INDIRECTLY) TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING, NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES OR

DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, EVEN IF CHAOS OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. YOU ACKNOWLEDGE AND AGREE THAT IN ANY EVENT THE AGGREGATE LIABILITY OF CHAOS AND ITS AFFILIATES AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT AND ANY PRODUCT WILL BE LIMITED, EXCEPT FOR REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, TO THE AMOUNT PAID, IF ANY, BY YOU FOR SUCH PRODUCT, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED.

This Agreement will be governed by and construed in accordance with the laws of (a) Germany if You acquired the Subscription for a Product in a country outside the United States of America; or (b) the State of New York, USA, (and, to the extent controlling, the federal laws of the United States) if Your Territory is the USA. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of): (i) the courts of general jurisdiction of New York, New York, USA, in the case of subsection (b) above, or (ii) in the case of subsection (a) above any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts located in Düsseldorf, Germany. Chaos may also choose the competent court at Your (i) residence, (ii) place of business or (iii) registered office for any action arising hereunder. The right of either Party to claim injunctive relief before the courts competent under the applicable laws remains unaffected. Nothing in the foregoing will prevent Chaos or its Affiliates from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. The prevailing party in any action to enforce this Agreement will be entitled to fully recover its attorneys' fees and costs in connection with such action.

15. SURVIVAL

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

16. TERM

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

in case of the One-Year Subscription, with the end of the day before the day with the same number of the same month in the following year, and (iii) in case of the Three-Year Subscription, with the end of the day before the day with the same number of the same month in the third year following the effective date.

17. RENEWALS

After each applicable term, and subject to Chaos's right to a Price Change, this Agreement shall automatically renew for another Subscription term equivalent in time to the initial Subscription term, unless terminated by a party pursuant to Section Termination. Modification.

In addition, additional or special terms governing renewals of certain License Types may be further specified in **Exhibit A** hereto.

18. TERMINATION. MODIFICATION

Termination for Cause: Either party may terminate this Agreement for cause if the other party (a) fails to cure any material breach of the terms of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

Termination for Convenience: Either party shall be entitled to terminate this Agreement at any time, effective as of the last day of Your current Subscription.

Consequences of Termination: Upon any expiration or termination of this Agreement, You must cease using all licensed Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on Your behalf. You will certify such deletion upon our request. You may not have access to Your Data not saved on Your own storage media (and we may delete all of Your Data unless legally prohibited) after expiration or termination of this Agreement (or its applicable Subscription term), so You should make sure to export Your Data using the functionality of the Products during the applicable Subscription term. If we terminate this Agreement based on a Termination for Cause, you will pay any unpaid fees covering the remainder of the then-current Subscription term after the effective date of termination. In no event will termination relieve You of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

Suspension: Chaos may also terminate any right granted to You under this Agreement and/or suspend, modify, or delete Your account if it has another valid reason to do so (for example, You are repeatedly or seriously breaking any limitations imposed by law or contract; ceasing a Product for economic reasons due to a limited number of Users, etc.) or without reason by giving You a reasonable prior notice. If Chaos terminates any right granted to You under this Agreement

and/or suspends or deletes Your account, this means that Your access to and right to Use a Product will be temporarily or permanently revoked.

Irrespectively of any thresholds agreed for a Metered Access Service, Chaos reserves the right to monitor the usage of the Services and may, at its sole discretion, with or without prior notice, limit, suspend, or terminate Your Access if such usage exceeds what is reasonably expected from a typical usage pattern. Excessive usage may include, but is not limited to, sustained high-volume queries, automated interactions beyond the scope of intended Use, or activities that could degrade service performance for other Users.

19. MODIFICATIONS

Product Modifications: Chaos retain all the rights to make and have implemented, from time to time, any changes, improvements and corrections, it deems necessary upon its own discretion, to the Product hereunder, as long as such change, improvement or correction does not affect the Products main function.

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

20. GENERAL PROVISIONS

21. NOTICES

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

22. FORCE MAJEURE

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

23. CLASS ACTION WAIVER

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

24. COMPLIANCE WITH LAWS

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

25. ASSIGNMENT

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

26. EXPORT CONTROLS

You acknowledge and agree that the Product (including any data submitted by You in connection with a Service and any Result generated by a Service) may be subject to the export control and trade sanctions laws, rules and regulations of the United States and may be subject to the export control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where You are located or operate (hereinafter jointly referred to as the "Export Controls"). Both parties shall comply with the U.S. Export Administration Regulations, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or Used for any purposes prohibited by such laws and regulations

You further represent, warrant and covenant that neither You nor Your Affiliates or personnel (i) are a citizen or resident of, or located within, a nation or region that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, the Crimean peninsula, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any applicable government restricted party lists (including, without limitation, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Controls, Use Products (or Services) in connection with any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear activities, chemical/biological weapons, rocket systems or unmanned air vehicles, or (iv) will Use the Product (or Services) to disclose, transfer, download, export, or re-export, directly or indirectly, any of Your Results generated by the Product (or Services), Content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Controls or other laws or regulations to which You may be subject to.

27. ENTIRE AGREEMENT

This Agreement consists of all the terms and conditions set forth hereby, inclusive of the content of any Exhibits hereto, and any other terms referred to herein, constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. The separate terms may be amended separately, and Chaos may amend any of them, as well as modify, update, or put to an end the Use of, any Product, from time to time, with or without notice depending on the type of change, by conveying an advance notice to You by means of sending an email message to You, publishing a notice on Websites or Product forum(s), amending the Documentation, enabling a pop-up notice in the Product, or otherwise. You agree to monitor on a regular basis the established lines of communication in order to be aware of any updates regarding the Products and the Agreement.

Not providing Your disagreement prior to the effective note of a change, in addition to Your continuing Use of the Product after the effective date of a notice, shall be deemed an agreement to such a change.

This Agreement shall apply to all Chaos's products, unless otherwise provided for in the specific license terms and conditions under which an Offering is made available for customer use, for example, this Agreement may not apply to certain freeware license type software, or software not designated under the description of Product stipulated in the Agreement, which is licensed under separate terms and conditions.

Unless otherwise stipulated by Chaos , this Agreement shall also apply to any Products:

a. updates and upgrades,

b. supplements, and

c. related Services (if any).

Maintenance and support services are governed by the end user support agreement, which, if any, will be specified by Chaos, and is hereby incorporated by reference into this Agreement.

By accepting this Agreement you also accept, agree and guarantee that in case You provide to a third person the legitimate possibility to Access or Use the Product or any part of it You shall procure the said third person's acceptance and agreement with the present Agreement otherwise such access or usage shall be deemed illegal.

28. WAIVER; MODIFICATION

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

29. RECORDS

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

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

30.1. LICENSE FEE

You shall pay the fee set forth by Chaos for the applicable Product or Subscription. Fees are available at the Product portal.

If You agreed upon a one-month term ("**One-Month Subscription**"), the fee is to be paid monthly in advance of the applicable One-Month Subscription. If You agreed upon a one-year term ("**One-Year Subscription**"), the fee is to be paid yearly in advance of the applicable One-Year Subscription. If You agreed upon a three-year term ("**Three-Year Subscription**"), the fee is to be paid in advance of the applicable Three-Year Subscription. Any other Subscription periods made available on a Product or Subscription portal, and relevant payments, will follow the same logic.
Chaos shall be entitled to modify any fees for a Subscription, Product or Service ("**Price Change**") on a six-week notice, in writing.

Except as otherwise announced with a fee modification notice, any fee modification will take automatic effect at the next renewal of Your Subscription Term, unless You elect not to renew.

Where the fee modification is envisaged to take effect during Your current Subscription Term, You are entitled to terminate Your Subscription and/or Agreement, in writing, at least 10 days prior to expiration of the fee modification notice period. In this case, the current terms of Your Subscription and/or Agreement remain unchanged and Your Subscription and/or Agreement will terminate with effect towards one month after expiration of the fee modification notice period. In case You decide to terminate, You will be entitled to prorated refund of the positive balance of Your prepaid fees, if any.

Other than as permitted in this Section or elsewhere in this Agreement, all amounts are non-refundable, non-cancelable and non-creditable. You agree that We may bill Your credit card or other payment method for renewals, additional Users, overages to set limits or scopes of Use, expenses, and unpaid fees, etc, as applicable.

30.2. **TERMINATION**

The following cause for termination shall not apply:

(c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

30.3. **LIMITED WARRANTY**

If You are not a Consumer, instead of Section 12, above, only the following shall apply re Limited Warranty:

If the Product and/or Services by Chaos are defective because their suitability for contractual use is not only insignificantly suspended, Chaos shall be liable in accordance with the mandatory statutory provisions for material defects and defects of title. Strict liability for damages with respect to defects that were already present when the Agreement was concluded is excluded. You have to report defects to the Provider immediately via e-mail or via your account.

Technical data, specifications and performance data in public statements by Chaos, in particular in advertising material, shall not be deemed as a statement to the quality of the Product and/or Services.

Chaos shall not be liable for defects which are due to use of the Products and/or Services contrary to this Agreement, and/or unauthorized modifications, by You or third parties.

30.4. **DISCLAIMER**

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

30.5. **LIMITATIONS OF LIABILITY**

Instead of Section 14, above, only the following shall apply re Limitations of Liability:
Chaos or its Licensors are liable for intent and gross negligence in accordance with the statutory provisions.

In case of slight negligence, Chaos or its Licensors shall only be liable in case of violation of an essential contractual obligation ("**Cardinal Obligation**") as well as in case of damages resulting from injury to life, body or health. Chaos or its Licensors shall only be liable for foreseeable damages, the occurrence of which must typically be expected.

Chaos or its Licensors shall be liable in accordance with the German Product Liability Act in the event of product liability.

Chaos or its Licensors shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

Any more extensive liability of Chaos is excluded on the merits.

Exhibit A - Special Terms and Conditions

1. SPECIAL TERMS AND CONDITIONS FOR COMMERCIAL LICENSE

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

2. SPECIAL TERMS AND CONDITIONS FOR TRIAL LICENSE

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

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

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

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

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

a. Use the Product without payment of the attributable license fees after expiration of the Trial License.

b. benefit commercially from using the Product in the authorized manner.

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

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

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

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

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

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

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

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

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

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

a. You are entitled to participation based on Your commitment to participate and test the Product, where lack of sufficient participation is a good and sufficient cause for Chaos to remove You from the Beta target group and Your access and Use of the Product;

b. Generally, You may Use Product solely for Your internal, non-productive business purposes, and solely: (a) to evaluate the technical and commercial viability of the Product; (b) to evaluate the reliability and functionality of the Product in a working environment; (c) to determine whether the features of the Product perform as designed and are useful; (d) to determine whether the Product will work for its intended purpose; and (e) to create and provide to Chaos voluntary suggestions and technical feedback regarding the Product, including suggestions regarding viability and functionality of the Product. If You submit feedback or suggestions about the Product, Chaos may use Your feedback or suggestions without obligation to You

3.4. You may report to Chaos for any and all functional flaws, errors, anomalies, bugs and other problems directly or indirectly associated with the Product known to or discovered by you. You

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

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

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

4. SPECIAL TERMS AND CONDITIONS FOR NFR LICENSE

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

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

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

5. SPECIAL TERMS AND CONDITIONS FOR EDUCATIONAL/ ACADEMIC LICENSE

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

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

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

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

6. SPECIAL TERMS AND CONDITIONS FOR RENDERFARM LICENSE

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

7. SPECIAL TERMS AND CONDITIONS FOR V-RAY APPLICATION SDK USE DEVELOPMENT

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

7.2. DEFINITIONS:

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

V-Ray Render Engine (major version, as may be further specified by Chaos), which means Chaos's proprietary rendering software core in a binary code format.

V-Ray Application SDK API, which means programming interface that allows You, directly or through Licensee's Works, to programmatically access certain V-Ray Render Engine features and functions;

V-Ray Application SDK API Reference Guides, containing "Sample Code"; any other accompanying software, plug-ins and any updates or upgrades to the rendering software that You may install from time to time;

any associated files, Documentation and materials, including but not limited to installation files, Sample code, binary executable files, library files, configuration files and other Documentation files.

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

7.2.3. “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.

7.2.4. “Sample Code” means sample code examples in source code format.

GRANT OF LICENSE

7.3. USE AND DEVELOPMENT:

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

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 software, software applications, products, projects, services, solutions of Yours; and/or

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

7.4. SDK REQUIREMENTS AND ADDITIONAL LIMITATIONS:

7.4.1. Required Licenses are:

a. V-Ray Application SDK license. One V-Ray Application SDK license entitles You to one installation of the SDK on one Computer. Further restrictions may apply such as Named License Use, etc. The term of the V-Ray Application SDK license is specified as designated by Chaos . You may request renewal of the term, however Chaos keeps the right to refuse such renewal. In case the renewal is confirmed by Chaos, the term of the license is deemed automatically extended

for an additional period, as instructed by Chaos, under the terms and conditions of this Agreement.

b SDK Render Node license. One SDK Render Node license entitles You to Use one running copy of V-Ray Render Engine for rendering at any one time. Additional terms and conditions for SDK Render Node license may be arranged in a separate agreement with Chaos, as may be indicated by Chaos from time to time. SDK Render Node license is a special license and the standard Chaos universal render node license cannot be Used for integration and/or other purposes as granted under this Chapter 7. SPECIAL TERMS AND CONDITIONS FOR V-RAY APPLICATION SDK USE DEVELOPMENT, the applicable standard Additional Agreement, the Documentation, and/or the V-Ray Application SDK marketplace.

7.5. NUMBER OF LICENSES

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

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

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

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

8.3. 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.

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

8.5. 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.

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

PLEASE READ CAREFULLY. OUR PRODUCTS ARE DESIGNED FOR PROFESSIONAL USE BY BUSINESS CLIENTS AND CUSTOMERS. IF YOU ARE A CONSUMER ACCORDING TO THE APPLICABLE LAWS, AND YOU WOULD STILL LIKE TO USE OUR PRODUCTS, PLEASE FIND BELOW YOUR CONSUMER END USER LICENSE AGREEMENT

CONSUMER END USER LICENSE AGREEMENT

("Agreement")

Version: 20260527

THE PRODUCT IS LICENSED TO YOU UNDER THE CONDITION THAT YOU ACCEPT ANY AND ALL TERMS, STIPULATED OR REFERRED TO, HEREOF, PLEASE READ CAREFULLY.

THIS AGREEMENT GOVERNS THE USE OF CHAOS' OR ITS AFFILIATES' OFFERINGS, INCLUDING SUBSCRIPTIONS, SOFTWARE, CONTENT AND OTHER COPYRIGHTED MATERIALS, SOFTWARE-AS-A-SERVICE, CLOUD- SERVICES AND OTHER SERVICES, AND ACCOMPANYING DOCUMENTATION (TOGETHER, THE "**PRODUCT**" OR "**PRODUCTS**"). PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, V-RAY, CHAOS, ENSCAPE, CHAOS PHOENIX, CHAOS PLAYER, CHAOS SCANS, CHAOS COSMOS, CHAOS CORONA, CHAOS SCATTER, CHAOS VANTAGE, ETC. THIS AGREEMENT GOVERNS YOUR USE OF PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED RESELLER (AS DEFINED BELOW), OR ONLINE APP STORE.

THIS IS A LEGAL AGREEMENT BETWEEN YOU, EITHER YOU PERSONALLY IF YOU HAVE ACQUIRED THE PRODUCT, AS DEFINED BELOW, FOR YOURSELF, OR ANOTHER LEGAL ENTITY WHICH HAS ACQUIRED THE PRODUCT 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) **CHAOS SOFTWARE, INC.**, a company organized under the laws of the USA, with office address at 120 Wall Street, 20th Floor New York, NY 10005, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA; OR

(B) **CHAOS SOFTWARE 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 A PRODUCT. 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 CHAOS SOFTWARE, INC., CHAOS SOFTWARE GMBH AND/OR A RESPECTIVE CHAOS AFFILIATE THAT OWNS OR OPERATES THE PRODUCT THAT YOU ARE USING OR ACCESSING PURSUANT TO AN AUTHORIZED SUBSCRIPTION)

§ PREAMBLE: CAPACITY, CHAOS GROUP AND ACCEPTANCE

I. Authority to Enter into this 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.

II. Assignment by Chaos

CHAOS MAY AT ANY TIME ASSIGN THE AGREEMENT, AS A WHOLE OR IN PART, TO ANY OF ITS AFFILIATES, WITH OR WITHOUT PRIOR NOTICE.

III. Acceptance of Terms

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 PRODUCTS, 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 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.

§ PREAMBLE: ARTIFICIAL INTELLIGENCE

I. Scope and Identification

Certain Products or Services may incorporate or make available features or functionality based on artificial intelligence or machine learning technologies, including generative artificial intelligence ("AI Features"). AI Features that are trained exclusively on licensed or proprietary data and are designated by Chaos as eligible for the indemnification set out in Section 12a.2 are referred to in this Agreement as "Eligible AI Features". The AI Features available in connection with a specific Product or Service, and their designation as Eligible AI Features where applicable, will be identified in the Documentation (as defined herein) or on the applicable Product portal, as updated by Chaos from time to time.

II. Nature of AI-Generated Results

You acknowledge and agree that:

(1) Results (as defined herein) generated through AI Features ("AI Results") are produced by probabilistic models and may by their nature be inaccurate, incomplete, outdated, non-unique, or otherwise unreliable, irrespective of the quality of Your Data (as defined herein) submitted as input;

(2) AI Results may resemble output generated for other users depending on inputs and other circumstances, and ownership or exclusive rights to AI Results may be limited or unavailable depending on applicable jurisdiction;

(3) the Products, including their AI Features, are not a substitute for Your own professional judgment, independent verification, or expert review, and You are solely responsible for evaluating the accuracy, completeness, and fitness for purpose of any AI Result prior to its use or reliance upon it; and

(4) any decision made or action taken in reliance on an AI Result is made at Your sole risk and responsibility, regardless of whether Chaos or its Affiliates (as defined herein) have provided support, advice, or other communication in connection with such AI Result.

III. Input Requirements and Prohibited Use

When using AI Features, You shall:

(1) ensure that Your Data (as defined herein) submitted as input does not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, and does not contain any unlawful, defamatory, obscene, or otherwise harmful materials;

(2) comply with all applicable laws and regulations governing the use of artificial intelligence technologies in Your Territory (as defined herein), including without limitation any obligations arising under the EU Artificial Intelligence Act or other applicable AI-specific legislation,

including any human oversight obligations applicable to the use of high-risk AI systems as defined thereunder; and

(3) not use AI Features, or AI Results, for any purpose prohibited under Section 5 of this Agreement, including without limitation for the training of any machine learning or artificial intelligence model, algorithm, or system (Section 5(xvi)), or through unauthorized automated means (Section 5(xvii)).

IV. Versioning and Updates to AI Models

Chaos reserves the right to update, replace, or modify the AI models and machine learning infrastructure underlying AI Features at any time, without prior notice, as part of its general right to make feature and functionality updates under Section 7 of this Agreement. You acknowledge that such updates may affect the nature, quality, or consistency of AI Results, and that AI Results generated by different versions of an AI model from identical input may vary. Chaos makes no representation or warranty that AI Results will remain consistent across model versions.

V. Third Party AI Components

Certain AI Features may rely on technologies or services provided by third parties, including providers of large language models and other machine learning infrastructure. Where applicable, information such as prompts, tasks, or settings submitted as part of Your Data (as defined herein) may be shared with such third-party providers in accordance with applicable data protection and confidentiality obligations and the terms set out in Section 11 of this Agreement. Where such sharing involves a transfer of personal data to a jurisdiction outside the European Economic Area or other jurisdiction with equivalent data protection requirements, such transfer shall be subject to appropriate safeguards as required by applicable law. Chaos makes no representations or warranties regarding such third-party components, and your use of AI Features incorporating third-party technologies is subject to the terms applicable to such technologies as identified in the Documentation (as defined herein). To the extent any such third-party terms conflict with this Agreement, the third-party terms shall prevail with respect to the subject matter of such conflict.

VI. Obligations Imposed on Third-Party AI Providers

Where Chaos engages a third-party AI service provider, model provider, or infrastructure provider (each a “Third-Party AI Provider”) to support any AI Feature available within a Product or Service, Chaos will, based on the cooperation arrangements and compliance information actually known to Chaos and directly relevant to such Third-Party AI Provider, use commercially reasonable measures to require such Third-Party AI Provider to: (i) process Your Data, Content, and Result only to the extent solely as required to deliver the relevant AI Feature and related security, troubleshooting, performance monitoring, quality assurance, and legal compliance support; and (ii) refrain from using Your Data, Content, or Result for the development, training or improvement of artificial intelligence or machine learning models or systems, or otherwise improve their models or systems for any purpose unrelated to providing the relevant AI Feature to Chaos or its End Users. You acknowledge that You do not engage into any direct contractual relationships with any Third-Party AI Provider by reason of Your use of AI Features, and that the

obligations described in this Section are undertaken by Chaos solely in its capacity as a contracting party with such Third-Party AI Providers. Chaos reserves the right to replace or modify the Third-Party AI Providers engaged in connection with any AI Feature, provided that any such change shall not reduce the level of data protection applicable to Your Data, Content, or Result under this Section.

VII. Feedback on AI Results

To the extent You provide corrections, evaluations, annotations, or other feedback specifically relating to AI Results ("AI Feedback"), such AI Feedback shall be treated as Feedback (as defined herein) under Section 10 of this Agreement, and Chaos shall have the right to retain and use such AI Feedback for the improvement of AI Features and underlying models, subject to the confidentiality and data privacy obligations set out in Sections 10 and 11 respectively. For the avoidance of doubt, AI Feedback shall not include Your Data (as defined herein) submitted as input to AI Features, which remains subject to the terms applicable to Your Data under this Agreement.

VIII. Cross-References

The following provisions of this Agreement apply specifically to, or have particular relevance in the context of, AI Features and AI Results:

— Warranty Disclaimer — Section 13 sets out Chaos's disclaimer of warranties with respect to the accuracy, completeness, and reliability of AI Results, and your obligation to independently verify AI Results prior to use or reliance.

— Indemnification by You — Section 12a.1 sets out your indemnification obligations with respect to Your Data (as defined herein) and your use of the Products, including AI Features and AI Results.

— Indemnification by Chaos — Section 12a.2 sets out Chaos's indemnification obligations with respect to Infringement Claims arising from your use of Indemnified AI Results generated by Eligible AI Features.

— Cloud Services and Terms of Service — Section 3.2 incorporates the Terms of Service (https://www.chaos.com/legal/terms-of-service) by reference. Where AI Features are delivered as part of Cloud Services (as defined herein), additional terms set out in the Terms of Service, including any applicable Special Terms and Conditions, shall also apply.

— Data Privacy — Section 11 sets out the terms applicable to the collection and processing of data, including personal data processed in connection with AI Features and third-party AI providers.

— Use Restrictions — Section 5(xvi) prohibits the use of Products, including AI Results, for the training of machine learning or artificial intelligence models, and Section 5(xvii) prohibits access or use through unauthorized automated means.

1. DEFINITIONS

The clause headings are included for convenience only, have no legal effect and shall be ignored when construing these Terms. Capitalized terms are defined in this Agreement, or elsewhere in the other applicable terms and conditions accepted hereby by reference.

Unless otherwise stated, references to clauses or schedules are references to the clauses or schedules of this Agreement, references to this Agreement include its schedules and references to paragraphs within a schedule are references to the paragraphs of that schedule.

Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders.

References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organizations, governments, governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality) and corresponding or similar entities in any relevant jurisdiction.

Reference to any statute includes a reference to any subordinate legislation and to any amendments, consolidation, extension or re-enactment of that statute or subordinate legislation. The use of the words "including" or "include" shall not limit the general applicability of any preceding words.

"**Access**" (as well as "to Access", "Accessible" and other similar language forms) means, (a) to Use, execute, or otherwise benefit from the features or functionality of, a Product, or (b) to Use or benefit from a Product. Access is any access to a Product regardless of whether it has been locally installed on Your Computer, Used via Cloud Services, Software as a Service, or otherwise remotely accessible.

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

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

"**Chaos Parties**" means Chaos, its Affiliates (whether or not a party to this Agreement), and each of their respective agents, suppliers, subcontractors, officers, directors, and employees.

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

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

"**Content**" materials licensed by Chaos, regardless of whether it has been downloaded locally on Your Computer, Accessible as a Cloud Service, Service or otherwise remotely Accessible. 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 in the Chaos portfolio , and/or accompanying documentation, and/or support files, designated and listed on https://cosmos.chaos.com/, or any other successor site designated by Chaos, or as maybe otherwise instructed by Chaos , including updates (if any). Content may be available for paid or free Use, upon Chaos's discretion. Content may be available only to certain regions, target groups of customers, or in connection to other specific Products where the relevant restrictions or prerequisites will be designated in the relevant Documentation - user guides, relevant Chaos website(s), or elsewhere.

"**Documentation**" means the applicable user manual, Third Party Materials, and the acceptable use policy, etc., which may be found at https://docs.chaos.com/, https://enscape3d.com/downloadable/Enscape_EULA/Appendix_B.pdf, or any other successor site(s) designated by Chaos, the applicable service level agreement, if any, and other corresponding copyrighted materials published by Chaos from time to time that are customarily made available to End Users of the applicable Product.

"**Effective Date**" means the date on which You accept this clickwrap Agreement or otherwise Access, download, install, execute or Use a Product or Services, whichever occurs first. Regardless anything to the contrary, Subscription term will start as at the moment of Product activation.

"**Internal Use**" is any allowed Use by Your own employees solely to meet the internal requirements of Your own business in the ordinary course of such business, including for the benefit of Your customers in the ordinary course of Your business, provided that Your Use shall not include the Use of Product or Service as a service bureau.

"**Eligible AI Feature**" means a generative artificial intelligence feature forming part of a Product, as designated by Chaos from time to time in the Documentation or on the applicable Product portal or Entitlement Site, that is trained exclusively on licensed or proprietary data and is made available to You under Your Subscription.

"**Indemnified AI Result**" means a Result generated in response to Your Data when using an Eligible AI Feature on a Product or Service through which such feature is made available to You under Your Subscription, and delivered to You following the act of saving,

downloading, exporting, or otherwise extracting such Result from the Product or Service in a form intended for use outside thereof.

"**Infringement Claim**" means any claim, suit or proceeding brought by a third party against You or Your Affiliate during the term of this Agreement, alleging that Your or Your Affiliate's use of an Indemnified AI Result directly infringes that third party's copyright, trademark, publicity rights, or privacy rights.

"Licensed Material" means Software, Content and Documentation

"**License Server**" means a primarily cloud-based Protection Mechanism to control access and permit only the number of licenses, seats, cloud credits, etc., acquired to be in use at one time and to prevent unauthorized or unlicensed Use of a Product.

"**License Type**" means a type of license specified by Chaos for a Product, including the types set forth in **Exhibit A - Special Terms and Conditions hereto**. License Type may include specific applicable set(s) of terms specified by Chaos for each type of license in Exhibit A. License Type, which is subject to change from time to time, is determined by Chaos and may be specified in the Subscription for the Product or Services, separately associated with the applicable Product or Service or elsewhere as may be deemed appropriate by Chaos. License Type may include one of the following types:

a. **Commercial License**, which is a license to Use a regular version of the Product or Service under the terms of this Agreement, in return for the applicable License fee as specified in the Subscription;

b. **Academic or Educational License** is a license limited to use the applicable Product for Your educational purposes only. Special terms and conditions, including as specified in Exhibit A, may apply (please refer to the Exhibits to this Agreement);

c. **Trial/Evaluation License** means a license to Use a version of a Product only to review, demonstrate and evaluate the Product or Service for the specified Trial Period. The Trial License is limited in time and the Product may have limited features or functionality. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement);

d. **Beta License** is a license available to the public or only a group(s) of clients, and/or their clients, selected upon Chaos's discretion, for evaluation or beta copies of Licensed Materials for which Chaos does not typically charge a license fee. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement). Beta license, or the beta software itself, may automatically expire once the beta process is complete;

e. **NFR (Not for resale)** is a designation for the Product that gives You a right only for testing with the understanding that You will not resell the Product. NFR ensures You complete, promotional copies of the Product, generally not eligible for upgrades when they

become available, and may not include technical support, whenever offered by Chaos. A Product marked with a NFR legend is substantially identical in function and packaging to the retail version of the same Product. They are not licensed for resale, and no license for general Use is granted. Special terms and conditions may apply which in case of conflict with the other terms and conditions stipulated hereunder, will prevail to the extent of such conflict (please refer to the Exhibits to this Agreement);

f. **Render Service Provider License** a special license to Use a Product granted by Chaos to business operators of render farms, built to render computer-generated imagery, which sublicense temporarily that Product in return for a fee, under specific conditions stipulated in Additional Agreement;

g. Any other License Type, as may be stipulated in the Exhibits concerning Special Terms and Conditions sections of this Agreement or as may be made available at the Product web portal.

Depending on Your Subscription or License Type, the Product may include additional separate outcome restrictions including, but not limited to: resolution limitations, watermarks prints, Use limited for a fixed period (with automatic expiration on a certain date), Use on a particular Computer only, etc. In case of time-limited License Type, You may request renewal of the Agreement, however Chaos keeps the right to refuse such renewal. In case the renewal is confirmed by Chaos, the Agreement is deemed automatically extended for the same period and under the same terms and conditions as agreed hereby.

"**Protection Mechanism**" means schemes or devices to control access and permit only the number of Subscriptions, seats, licenses, service credits, capacity, etc, acquired to be in Use at one time and to prevent usage of unlicensed copies of the Product . Protection Mechanisms may include a hardware lock such as dongle, or more complex tools such as the License Server, special encryption schemes, software license authorization keys, and/or any other legally permitted technology as may be implemented from time to time by Chaos.

"**Renderer**" means an embedded or separate subset of Software included in the Licensed Materials used specifically for rendering files created with other Licensed Materials, installed locally on Your Computer, and/or remotely Accessible (via Cloud Service or Software as a Service) as provided for, from time to time, by the terms of Your Subscription.

"**Reseller**" or "**Partner**" means an independent entity authorized directly or indirectly by Chaos to distribute Subscriptions for Products to You.

"**Result**" , also referred to as the "Licensee's Works", means digital works generated by inputting Your Data from the Use of a) specific Chaos Products to process Content and/or Your Data, and b) relevant Chaos or third party rendering or otherwise processing service(s). Result is Yours, and Chaos claims no rights thereonexcept as expressly permitted under this Agreement. For the avoidance of doubt, Chaos will not use Your Result, or any portion thereof, for the development, training or improvement of artificial intelligence or machine learning models or foundation models, validate, benchmark, or otherwise improve any generalized

machine learning model or foundation model (and Chaos will employ commercially reasonable efforts to ensure no third-party AI service provider, model provider, or infrastructure provider engaged by Chaos, will do that), except to the extent strictly necessary to provide the specific Product or Service to You and solely on the basis of Your prior written consent. Notwithstanding the foregoing, Chaos may retain copies of Your Result to the extent and for the duration reasonably necessary to: (i) detect, investigate, and prevent fraud, abuse, unauthorized use, or other violations of this Agreement or applicable law ("Abuse Prevention"); and (ii) comply with applicable legal obligations, including obligations to retain records pursuant to mandatory statutory or regulatory requirements, or to respond to lawful requests by governmental or judicial authorities. Any retention pursuant to this paragraph shall be subject to applicable confidentiality and data protection obligations. Regardless anything on the contrary, Users cannot produce physical embodiments of the Content or include it in any Result that is deemed illegal in Your Territory or according to any applicable law(s).

"**Services**" means services provided or made available by Chaos, in return for a fee or free of charge, including, without limitation, support services, storage, rendering, simulation and testing services, training and other benefits, as well as any services provided, or made available, as part of a Subscription.

"**Software**" is any object code of an executable computer program in a machine readable form provided by Chaos.

"**Software as a Service**" or "**SaaS**" means on demand, remote Access to certain Licensed Materials, as may be ensured by the License Server or other Protection Mechanism, for a limited period of time, according to the terms Your Subscription. Technical support, customer success plans, and professional services, specially devoted to SaaS Licensed Materials, are considered part of the Subscriptions under this Agreement should they be clearly communicated in the Subscription or related Documentation, subject to change from time to time, as part thereof.

"**Subscription**" is any customer relationship program for a Product, including downloadable Products, SaaS Products, Content, Cloud Services and other Services , or a suite of Chaos offerings and/ third party offerings, offered by Chaos to Customers, under which Chaos provides, in return for a license fee or free of charge (as in the case of a Trial License), and for a prescribed period of time as designated for the Product subject to Subscription, Access to Licensed Materials and Services, updates and upgrades to, new versions of, and certain other support, services and training programs relating to certain Products.

"**Territory**" is limited to the country or authorized territory where Your domicile is, and where You are entitled to Use the Product, unless otherwise specified by Chaos or by applicable law. In case You are an individual, You may use the Product in the territory where You currently reside or temporarily stay at. In case the Product is acquired from Your head office, or on behalf of Your Affiliate, the Product may be used in the territory or region where the headquarters or Affiliate is. The Product, or Use thereof, may be transferred from Your territory to another territory only upon Chaos's prior written approval.

"Third-Party AI Provider" means any third-party entity engaged by Chaos or its Affiliates to supply, operate, host, or otherwise support any AI Feature incorporated into a Product or Service, including without limitation providers of foundation models, large language models, inference infrastructure, or AI-enabled processing services.

"**Trial Period**" is a limited period in which You are entitled to Use the Product free of charge. Subject to the terms and conditions hereof, except if otherwise provided elsewhere, Chaos grants to You the license specified below to evaluate the Product only for a term of up to **thirty (30) days** (as may be specified by Chaos as of the time You acquire the particular Product) from the date You obtain the Product or Service. Trial Period may either be found in this Agreement, on Chaos designated web sites, in the Product User-Guide, or in other Chaos specific instructions, in this order of preference.

"**Use**" or "**Using**" means to access, download, execute, install, copy or otherwise benefit from using the functionality of a Product for Internal Use in accordance with this Agreement and/or the Documentation. "**Use**", when specifically referring to Content, will mean Internal Use such as a) browsing the Content by taking advantage of the tools provided by Chaos, b) downloading Content, on a piece by piece basis, and c) importing it in a specially designated 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.

"**Users**" or "**Your Users**" means Your individual employees with whom you conduct business for the Internal Use of Your enterprise, for whom You have purchased Subscriptions only for Your benefit or as part of Your project.

"**Your Data**" means data and content owned by You that You have submitted for upload to Chaos's servers or computer system for use with one or more of the Products.

2. ACCOUNT AND PASSWORD

You may be required to register an account with Chaos in order to access certain areas of the website(s) of Chaos ("**Websites**") or any and/or all Products. With respect to any such registration, Chaos may refuse to grant You, and You may not Use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that Chaos rejects for any other reason at their sole discretion.

Your user name and password are for Your personal use only, and not for use by any other person.

You and Your Users are responsible for maintaining the confidentiality of any password You may Use to access the Websites and Products, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Websites and Products, to any third party.

You are fully responsible for all interaction with the Websites and Products that occurs in connection with Your password or user name. You agree to notify Chaos immediately of any unauthorized use of Your password or user name or any other breach of security related to Your account or the Website(s) and Products, and to ensure that You "log off" (exit from Your account with the Websites and Products (if applicable)) at the end of each session. Chaos is not liable for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

3. SUBSCRIPTIONS AND LICENSE FEES

3.1. Access to Subscriptions and Software as a Service

This section applies generally to Software as a Service Subscriptions and does not apply to downloadable Licensed Materials. Subject to Your compliance with this Agreement, during the term of the SaaS Subscriptions purchased, Chaos will use commercially reasonable efforts to make the SaaS Products available in Your Territory 24 hours a day, 7 days a week, except for published downtime or any unavailability caused by circumstances beyond Chaos's control, including, but not limited to, a force majeure event, subcontractor's failure to provide essential resources, etc. Chaos grants you a non-exclusive right to Access and Use the SaaS Products:

i. in accordance with the Documentation; ii. solely within the usage capacity purchased; and iii. solely for Your Internal Use, unless agreed otherwise in a separate written contract with Chaos.

All other rights are expressly reserved by Chaos.

3.2. Access to Services as part of a Subscription. License Server

This section applies generally to Subscriptions for Services, Cloud Services and the License Server and will be regulated by the Subscription terms, by the **License Server Agreement** located at https://www.chaos.com/legal/license-server-agreement or any other successor site designated by Chaos, and by the **Terms of Service** located at https://www.chaos.com/legal/terms-of-service or any other successor site designated by Chaos, accepted hereby, as an integral part hereto, by reference. Subscription to Cloud Services will be acquired by way of service credits or otherwise as may be instructed from time to time by Chaos.

3.3. Access to Subscriptions for Licensed Materials. Single Product.

This section applies to Subscriptions of Licensed Materials when provided as a downloadable Product or as a part of a Subscription including Services. The Licensed Materials are licensed to You as a single product although they may encompass separate, but interdependent, Software, Services and Content. Subject to Your compliance with this Agreement, Chaos grants You for Your Territory a paid, limited, non-exclusive, non-transferable right to Use for the Subscription term the Licensed Materials:

i. in accordance with the Documentation;

ii. solely within the scope of the license purchased (e.g., number of seats, licenses, cloud credits, volume of rights, etc); iii. solely for your Internal use, unless agreed otherwise in a separate written contract

with Chaos.

All other rights are expressly reserved by Chaos.

3.4. **Access to Renderer**

With regard to the Renderer, in addition to any other license granted in this Agreement, You may be allowed for Your Territory Access to Renderer, solely for Your Internal Use. The Renderer is provided with a limited number of rendering nodes licenses, Service credits, etc., under the specific terms of Your Subscription.

3.5. **License Fees**

You shall pay the fee set forth by Chaos for the applicable Product or Subscription. Fees are available at the Product portal.

If You agreed upon a one-month term ("**One-Month Subscription**"), the fee is to be paid monthly in advance of the applicable One-Month Subscription. If You agreed upon a one-year term ("**One-Year Subscription**"), the fee is to be paid yearly in advance of the applicable One-Year Subscription. If You agreed upon a three-year term ("**Three-Year Subscription**"), the fee is to be paid in advance of the applicable Three-Year Subscription. Any other Subscription periods made available on a Product or Subscription portal, and relevant payments, will follow the same logic.

Chaos is entitled to modify any fees for a Subscription, Product or Service at any time, on a six-week notice in writing (except for the One-Month Subscription, or other offerings with a period shorter than six weeks, in which case a shorter notice period will be decided by Chaos in good faith). Except as otherwise announced with a fee modification notice, any fee modification will take automatic effect at the next renewal of Your Subscription Term, unless You elect not to renew. Where the fee modification is envisaged to take effect during Your current Subscription Term, when You do not disagree, the price modification will be effective at the end of the notice period, unless You notify Chaos earlier of Your acceptance, in which case the fee modification will be effective immediately upon Your acceptance notice. If You disagree with the fee modification, You shall notify Chaos in writing at least 30 days prior to expiration of the fee modification notice period. In this case Chaos will be, at its sole discretion, entitled to terminate Your Subscription and/or Agreement at the end of the fee modification notice period, or keep the current terms unchanged; whilst, in case Chaos decides to terminate, You will be entitled to prorated refund of the positive balance of Your prepaid fees, if any.

Other than as permitted in this Section or elsewhere in this Agreement, all amounts are non-refundable, non-cancelable and non-creditable. You agree that We may bill Your credit card or

other payment method for renewals, additional Users, overages to set limits or scopes of Use, expenses, and unpaid fees, etc, as applicable.

3.6. **Resellers**

If you make any purchases through an authorized Reseller of Chaos:

a) Instead of paying us, You will pay the applicable amounts to the Reseller, as agreed between You and the Reseller. We may suspend or terminate Your rights to Use Products if We do not receive the corresponding payment from the Reseller.

b) Your order details (e.g., the Products You are entitled to Use, the number of End Users, the Subscription term, etc.) will be as stated in the order placed with Us by the Reseller on Your behalf, and Reseller is responsible for the accuracy of any such order as communicated to Us.

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

d) Resellers are not authorized to modify the terms of this Agreement or make any promises or commitments on Our behalf, and We are not bound by any obligations to You other than as set forth in this Agreement.

4. AUTHORIZED USE

Subject to Your compliance with this Agreement, You have been granted for Your Territory the following paid, limited, non-exclusive, non-transferrable, time-limited or perpetual, rights of Use, under the available Subscription terms, which You have accepted as stipulated above:

a. to Access remotely, download, install and Use the Product locally on as many of Your Computers as You wish to, provided that You, or Your Users, may not at the same time Use the Product via other than the Named accounts and/or on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by Your Subscription as may be controlled by the License Server or other Protection Mechanism ("Floating License"), as might be further stipulated in greater details in an Additional Agreement, the Product download section instructions, the Documentation, or elsewhere as may deem appropriate for Chaos. If Your Product is restricted for Use only on a particular Computer ("Fixed License"), as might be clearly stipulated elsewhere in greater details, Chaos may, upon its sole discretion, from time to time, temporarily provide a Fixed License with some very limited functionalities similar to a Floating License like Use on more than a single Computer, or authorize one-off migration of the Product to another Computer, provided that You may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by Your Subscription. Product Use may also be restricted (i) to personal Use only by a specific User

account (referred to as “Named License”, or any other successor license designation by Chaos), irrespective of the number of Computers, provided again that the User may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by the Subscription; or (ii) otherwise; as may be stipulated elsewhere in greater details. "Named License", or any other successor license designation by Chaos), irrespective of the number of Computers, provided again that the User may not at the same time Use the Product on more Computers than the number of the available seats, licenses, service credits, capacity, etc, authorized by the Subscription; or (iii) otherwise; as may be stipulated elsewhere in greater details. “Named” will refer to license(s) or accounts associated only with You personally or a particular individual among Your Users, where legal Access and Use of the Product, provided under the Named License, will only be allowed to You personally or the particular individual among Your Users designated as Named with its email address and name(s). You alone will bear liability and responsibility as regards the proper designation of the Named Users, and the full and unconditional acceptance of, and compliance with, the terms and conditions of this Agreement and any and all other terms and conditions applicable to the Named License Use, relating Documentation and any other applicable stipulations, including but not limited to, the then-valid Chaos Privacy Policy, by Your Named Users. For the avoidance of doubt, any re-assignment and obfuscating of or changes to the accounts for Named licenses including the identity of the Named user, the Named user name or a Named user email address without the express prior permission by Chaos shall constitute a breach of this Agreement;

b. to Access, to load, to execute, on a local Computer or from a distance, to Use the Products, and to keep it on a Computer storage device where possible according to the nature of the Product;

c. to create a back-up copy of the Product, if that is needed for the specific Use that the Product 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 contained hereby, in the Subscription terms, or in any other Additional Agreement by and between the parties hereto;

e. to Use the Product within the scope of Your Subscription or License Type, the Documentation, and up to the number of purchased Subscriptions, seats, licenses, service credits, capacity, etc., of the Product. The Product is in Use for the duration that it keeps engaged a Subscription from the License Server or other Protection Mechanism applied by Chaos ;

You acknowledge and agree that Access to and installation of a Product may be disabled by the

License Server or other Protection Mechanism if You Use the Product outside the authorized Access hereunder, if You tamper with the License Server or other Protection Mechanism or date-setting mechanisms on a Computer or in the Product, if You Use the Products past an applicable Subscription period or fixed term, or if You undertake certain other actions that affect the security mode or under other circumstances and that, in any such event, Your Access to the Product and other data may be affected.

5. USE RESTRICTIONS

You shall not:

i. Use any non-commercial Product that is procured under a limited license according to its Subscription, in a production environment;

ii. Use the Products beyond the scope of the license and/or capacity purchased (e.g., Use by a number of concurrent Users of the Product that exceed the number of Subscriptions, seats, licenses, service credits, etc, acquired. Additional capacity can be added from time to time upon extra fees);

iii. Modify, translate, adapt, make arrangement or any other alteration of the Product, or make any reproduction, distribution, communication, display or performance to the public of the results of such acts, or, generally, create derivative works from the Products, in whole or in part;

iv. disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, including but not limited to, for the purpose of developing, either personally or via third parties, a new product with the same or similar main functionality as the Product, unless expressly permitted by the mandatory rules of the applicable law despite this prohibition;

v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;

vi. Provide Access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Product to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service, unless specifically agreed otherwise in a separate agreement with Chaos. Even in case of such separate agreement, You may not Use the Product by way of Metered Access Service, unless administered by a Chaos certified provider of Metered Access Service. "**Metered Access Service**" shall mean making the Product available to end users for on-demand metered Use under a Subscription granted hereby by Chaos. You may not exceed the limit of on-demand metered Use acquired under the Metered Access Service;

vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity, except for Affiliates, , re-assign or change the accounts for Named licenses including changing or obfuscating the identity of the Named user, the Named user name or a used Named user email address, unless expressly authorized by Chaos in writing;

viii. Sell, resell, sublicense, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein.

Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the Chaos license compliance and license transfer procedure;

ix. Use a Product with a Fixed License, whether physical or virtual, on another Computer, unless expressly authorized by Chaos in writing;

x. Duplicate, make copies of, or otherwise reproduce the Product, its methodology, analysis, or results, unless specifically permitted in accordance with Documentation or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that You reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Product as delivered to You;

xi. Use Your Subscriptions or Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy, intellectual property or other rights, or participate in any illegal, deceptive, misleading or unethical practices and activities, which may be detrimental to Chaos or the Product, including but not limited to, using the Content to create a Result of pornographic nature. Chaos is not liable for any illegal act such as defamation of a third party, distribution or transmission of obscene material and other information contrary to public order and decency, etc., and the result of any breach of this Agreement. You are solely responsible for such actions. You are responsible for using only legal content, including but not limited to, Digital Rights Management (DRM)-protected or DRM-free content on the allowed number of compatible devices that You own or control, within the restrictions provided hereby for the Product. Video and audio Content may require an HDCP connection;

xii. Use the Subscriptions in any manner not authorized by the Documentation;

xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized Access to Product, Subscriptions or the License Server or other Protection Mechanism, their related systems or networks, or any Third Party Materials contained therein;

xiv. Take any steps to avoid or defeat the purpose of any Protection Mechanism or to Access or Use the Product in a manner that circumvents or interferes with the operation of the Protection Mechanism;

xv. Use any of the Product's components, files, modules, audio-visual content, or related licensed materials separately from the Product;

xvi. Use the Products, Content, Results, or associated data for the purposes of training of any machine learning or artificial intelligence model, algorithm, or system, or for any similar automated processing activity that involves text and data mining; or

xvii. Access or Use the Product, Content, or associated data through unauthorized automated means, including but not limited to, scripting, batch processing, or other unattended non-interactive operation.

6. PREREQUISITES AND REQUIREMENTS

6.1. General Prerequisites

6.1.1. The Product may be authorized by a Protection Mechanism, including but not limited to, a compatible License Server (an ancillary license administration software used by the Product, to prevent usage of unlicensed versions or copies).

6.1.2.Internet access may be needed at all times, and creation or login to an account may be needed to use all aspects of the Product.

6.1.3.You are solely responsible for arranging and paying any cost for the Use of the proper Third Party Materials, internet or other network access, equipment, software, services and other resources required for You to Access and/or Use a Product, including, without limitation, hardware and software prerequisites such as proper Compute and operating system, license, service provider or otherwise fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Chaos may not be held responsible for the support of Your Access and will not be responsible for the reliability, security or performance of any Access.

6.1.4.Products may not be available in all countries or locations now or in the future. These terms do not change any restrictions applicable to Your Use of any other products and offerings of Chaos provided under separate terms and conditions not part of this Agreement.

6.2. Third-Party Materials (Non-AI)

6.2.1. The Product may contain or be accompanied by non-Chaos ("Third Party") collateral products such as third-party software, data or other materials, and some features of the Products or Services may incorporate artificial intelligence, including large language models ("LLMs") and other machine learning technologies ("Third Party Materials") that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement. You acknowledge that Results generated through such features may not be unique or original to You and may, by definition, resemble content produced for others, depending on inputs, and other circumstances. Thus, although Chaos will not claim ownership or copyright to the results, ownership or exclusive rights to Results may be limited, and eligibility for legal protection may vary depending on jurisdiction. You acknowledge that some of the artificial intelligence components in the Products or Services may incorporate or be trained on content owned or controlled by Third Parties, such as images or datasets. Such content may be subject to intellectual property rights or license terms of Third Parties. While Chaos will make reasonable efforts to identify in this Agreement relevant third-party components that incorporate images or other type of content, it cannot guarantee the absence of any potential claims arising therefrom. To the extent any terms of this Agreement conflict with any Third Party terms, the latter shall prevail. Such terms may be included or referenced in or with the Third Party Materials (e.g., in the "About box" or elsewhere) or a web page specified by Chaos (the URL for which may be obtained on Websites or on request to an Chaos representative), where the requirements and supported versions of the Third Party Materials may be found in the Documentation. You agree to comply with such terms. In addition, You will take sole responsibility for obtaining and complying with any licenses that may be necessary to use Third Party Materials that You Use or obtains for Use in conjunction with a Product. You acknowledge and agree that Chaos has no responsibility for, and makes no representations or warranties regarding, such Third Party Materials or Your Use of such Third Party Materials.

6.3. Third-Party AI Providers

6.3.1. Certain AI Features may rely on technologies or services provided by third parties, including providers of large language models and other machine learning infrastructure (each a **"Third-Party AI Provider"**). Where applicable, information such as prompts, tasks, or settings submitted as part of Your Data may be shared with such Third-Party AI Providers in accordance with applicable data protection and confidentiality obligations and the terms set out in Section 11 of this Agreement. Where such sharing involves a transfer of personal data to a jurisdiction outside the European Economic Area or other jurisdiction with equivalent data protection requirements, such transfer shall be subject to appropriate safeguards as required by applicable law.

6.3.2. Where Chaos engages a Third-Party AI Provider to support any AI Feature available within a Product or Service, Chaos shall, based on the cooperation arrangements and compliance information actually known to Chaos and directly relevant to such Third-Party AI Provider, use commercially reasonable measures to require such Third-Party AI Provider to: (i) process Your Data, Content, and Result only to the extent solely as required to deliver the relevant AI Feature and related security, troubleshooting, performance monitoring, quality assurance, and legal compliance support; and (ii) refrain from using Your Data, Content, or Result for the development, training or improvement of artificial intelligence or machine learning models or systems, or otherwise improve their models or systems for any purpose unrelated to providing the relevant AI Feature to Chaos or its End Users.

6.3.3. You acknowledge that You do not engage into any direct contractual relationships with any Third-Party AI Provider by reason of Your use of AI Features, and that the obligations described in Section 6.3.2 are undertaken by Chaos solely in its capacity as a contracting party with such Third-Party AI Providers. Where Chaos expressly identifies applicable Third-Party AI Provider terms, acceptable use policies, or usage restrictions in the Documentation or on the applicable Product portal, You must comply with those requirements within the stated scope.

6.3.4. Chaos reserves the right to replace or modify the Third-Party AI Providers engaged in connection with any AI Feature, provided that any such change shall not reduce the level of data protection applicable to Your Data, Content, or Result under this Section 6.3. Chaos warrants that it shall treat Your Data, Content, and Result processed in connection with any AI Feature with strict confidence and shall not disclose or sublicense such information to any Third-Party AI Provider beyond the scope set out in Section 6.3.2(i), except as may be required by applicable law or with Your prior written consent.

7. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY

Chaos will make the Service available to You and Your Users consistent with the manner in which Chaos makes the Services generally available to other End Users of the Service.

Chaos may provide support services via email, phone lines, or otherwise, during regular business hours and will endeavor in good faith to respond to customer support inquiries within two (2) business days, provided that both conditions are met: You and Your Users are using the most current updates of the affected Product, and are not running a beta version, of the affected Product.

Any service level agreement(s), if any, which may be available in connection with a Product will be Additional Agreements and the credits (if any) set forth in any such will be Your sole and exclusive remedy for Chaos's failure to meet the identified service levels. Not all Products will have service level agreement(s). Chaos does not make any representations or guarantees related to uptime or availability of any offering, except as specifically identified in the applicable service level agreement(s), if any.

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

If Chaos or a Reseller provides You with an upgraded or updated version of a Subscription or Product, previously provided to You under this Agreement, upon Chaos sole discretion You may lose the previous version(s). Upon an upgraded or updated version availability, Chaos may, upon its sole discretion, stop any support for previous version(s).

8. REMOTE ACCESS AND DELIVERY

Chaos will deliver the Product electronically by giving You remote Access, whilst You have to register an Account, Access, download and install the Product from an official website of Chaos does not warrant the authenticity and does not warrant Products acquired elsewhere.

In order to receive a Product license authorization key, You may have to generate a provisional code from the Computer where the Access to License Server is installed, following the instructions in the furnished Documentation and to provide that provisional code to Chaos. Chaos may further provide the respective Software License authorization key.

Subscriptions and/or Products can be provided on various pricing levels such as Beginner, Advanced, Professional, Solo, Premium, Enterprise, Copper, Silver, Gold, Platinum, and any other as may be designated from time to time by Chaos .

9. OWNERSHIP

Chaos and its respective suppliers retain all rights to intellectual and intangible property relating to the Product, the Third Party Materials, and the Confidential Information, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You are granted only such rights as expressly described in the various terms and conditions accepted hereby either directly or by reference, and You have no other rights, implied or otherwise. You acknowledge and agree that possession, installation, or use of the Product does not transfer to You any title to Chaos's intellectual property. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments

related to the Products, Chaos shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to You.

10. CONFIDENTIALITY

Confidential Information. Chaos and You acknowledge and agree that during the Term of or in relation with this Agreement either party (the "**Disclosing Party**") may disclose to the other party (the "**Recipient**") certain business and/or technical information of a confidential and proprietary nature. "**Confidential Information**" means any proprietary information, trade secret (organization, structure, object or source code of the Product, etc. any API, SDKs, libraries, reference, sample code etc.) or other non-public information, clearly designated as Confidential, Privileged or which by its essence or the surrounding circumstances may be considered as Confidential, that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under this Agreement. Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized Internal Use, including but not limited to, the performance of obligations hereunder. Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties throughout the term of Your Product license, except in cases where such information is required by applicable law or court order and a prompt advance notice to Disclosing party has been sent to enable the latter to seek a protective order or otherwise prevent such disclosure.

Feedback. Each party may from time to time provide suggestions, comments or other feedback ("**Feedback**") to the other party with respect to Confidential Information provided by such other party and/or the other party's products or services. Both parties agree that all Feedback is and will be given entirely voluntarily. Neither party shall provide any Feedback that is subject to license terms that seek to require any of the other party's products, technology, service or documentation incorporating or derived from such Feedback, or any of the other party's intellectual property to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of Feedback will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

11. DATA PRIVACY

You acknowledge and agree that You may provide, and Chaos and its Partners may obtain, certain information and data with respect to You (including, without limitation, personal data) and Your business in connection with this Agreement, including but not limited to, information and data provided to or obtained by Chaos and Partners, related to ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Products and/or managing the relationship with You. You hereby acknowledge that You have read and been familiarized with Chaos' data privacy and data protection policies, as such policies

may be updated from time to time, located at https://www.chaos.com/privacy or any other successor site designated by Chaos.

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

Chaos is entitled to collect data about the Result for the purposes of improving any underlying features of the Product or Services, including without limitation, any artificial intelligence components (with the exception of using Results for training of such artificial intelligence components) , or other similar features that are designed to be improved based on analyzing the Result. Although all of the foregoing will be considered part of the Chaos perpetual bundle of rights hereunder, any such information will not be used for any other purposes, and will always be anonymized and aggregated. Where such collection involves telemetry that includes personal data, it will only occur with your prior approval, such as by providing a clear opt-in or opt-out mechanism.

12. LIMITED WARRANTY

Chaos warrants that, as of the date on which the Product is delivered to You and for ninety (90) days thereafter or if the Subscription term is shorter, such shorter period ("**Warranty Period**"), the Product will provide the general features and functions described in the Documentation. Chaos's and its Affiliates' entire liability and Your exclusive remedy during the Warranty Period ("**Limited Warranty**") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Chaos's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the fees, if any, paid by You and terminate this Agreement or the license specific to such Product. Such refund is subject to the return, during the Warranty Period, of the Chaos applicable policy further information of which may be received from Your Chaos Representative. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. CHAOS DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. THIS LIMITED WARRANTY DOES NOT APPLY TO OFFERINGS NOT PART OF

THE PRODUCT, WHICHCHAOS OR ITS AFFILIATES, AT THEIR SOLE DISCRETION, MAY PROVIDE FROM TIME TO TIME, AND WHICH ARE MADE AVAILABLE ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, NOT LIMITED TO PRE-RELEASED SOFTWARE, UNSTABLE VERSIONS, BETA, TRIAL, EVALUATION, OR NOT-FOR-RESALE COPIES, ANY OFFERINGS MADE AVAILABLE BY CHAOS OR ITS AFFILIATES FOR FREE. THIS LIMITED WARRANTY IS VOID IF FAILURE IN PERFORMANCE OR DEFECT OF THE PRODUCT RESULTED FROM YOUR NEGLIGENCE, ABUSE, MISUSE, AMENDMENT OR ATTEMPTED AMENDMENT OF THE PRODUCT FROM THIRD PARTY OTHER THAN CHAOS OR ITS AFFILIATES, ACCIDENT, IMPROPER OR UNAUTHORIZED USE OF THE PRODUCT OR MATERIAL BREACH OF THIS AGREEMENT. ALL WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD TO THE RESELLER FROM WHICH YOU ACQUIRED THE PRODUCT OR TO CHAOS, ALONG WITH PROOF OF ACQUISITION.

12a. INDEMNIFICATION

12a.1. INDEMNIFICATION BY YOU

12a.1.1. You shall, at Your sole expense and to the fullest extent permitted by applicable law, indemnify, defend (at Chaos's request), and hold harmless Chaos Parties against any and all losses, liabilities, damages, and expenses, including reasonable attorneys' fees, suffered or incurred by Chaos Parties by reason of any claim, suit or proceeding arising out of or in connection with:

(1) Your Data, or the Use thereof by You, Your Users, or any other persons who may have Access to the Products through You, including without limitation any assertion that Your Data or the Use thereof directly or indirectly infringes, misappropriates, or otherwise violates any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party;

(2) Your, Your Users', or any other persons' Access to and Use of the Products, including any Result or other output generated through such Access and Use, except to the extent such claim, suit or proceeding is subject to Chaos's indemnification obligations under Section 12a.2; and

(3) any breach of, or failure by You, Your Users, or any other persons who may have Access to the Products through You to comply with, applicable laws or regulations, this Agreement, the Documentation, or any applicable Additional Agreement.

12a.1.2. You acknowledge and agree that:

(1) You have all requisite rights to submit Your Data and to Use it in connection with the Products;

(2) Your Data and Your Result do not and will not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party, nor are they subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law or regulation;

(3) Your Data and Your Result do not contain any libelous, defamatory, disparaging, unlawful, obscene, or otherwise harmful materials; and

(4) any information You provide in connection with Your Subscription or registration for, or Access to and Use of, the Products is and shall remain true, accurate, and complete at all times.

12a.1.3. Conditions. Chaos Parties shall have no liability for, and Your indemnification obligations under this Section 12a.1 shall not apply to, any claim, suit or proceeding to the extent arising from any act or omission of Chaos Parties that directly caused or contributed to the loss or liability giving rise to such claim. Chaos Parties shall: (a) notify You in writing of any such claim, suit or proceeding promptly upon the earlier of learning of or receiving it, provided that failure to give timely notice shall not relieve You of Your obligations under this Section 12a.1 except to the extent that You are materially prejudiced by such failure; (b) provide You with all reasonable assistance and cooperation in connection with the defense or settlement of any such claim, suit or proceeding, at Your expense; and (c) not make any admissions or statements regarding any such claim, suit or proceeding without Your prior written consent, provided that Chaos Parties may make such admissions or statements as required by applicable law or regulation.

12a.1.4. Sole and Exclusive Remedy. The foregoing states the entire obligation of You and the sole and exclusive remedy of Chaos Parties with respect to any claim, suit or proceeding subject to Your indemnification obligations under this Section 12a.1. For the avoidance of doubt, this Section 12a.1 continues to apply in full to all claims, suits and proceedings not governed by Section 12a.2.

12a.2. INDEMNIFICATION BY CHAOS

12a.2.1. Subject to Your compliance at all times with this Agreement and the conditions set out in Section 12a.2.2, Chaos will, at its own expense, defend any Infringement Claim and pay the damages, losses, costs, and expenses, including reasonable legal fees, directly attributable to such Infringement Claim that are either finally awarded by a court of competent jurisdiction against You or Your Affiliate, or agreed by Chaos in a written settlement. For the avoidance of doubt, this Section 12a.2 applies solely to Indemnified AI Results and does not extend to any other Result, Your Data, or output generated through Access to and Use of the Products.

12a.2.2. Conditions to Indemnification. Chaos shall have no liability under Section 12a.2.1 for any Infringement Claim that:

(1) arises from:

(a) any modification of an Indemnified AI Result, including by means of any other Product or Software;

(b) any combination of an Indemnified AI Result with any other Content, Third Party Materials, or Your Data;

(c) any Use of an Indemnified AI Result in violation of this Agreement, the Documentation, or any applicable Additional Agreement;

(d) any Use of an Indemnified AI Result after Chaos has instructed You, through the applicable Product portal or otherwise, to cease such Use;

(e) any Indemnified AI Result generated from a non-text input where that input alone would have given rise to the Infringement Claim;

(f) the context in which the Indemnified AI Result is Used or deployed by You, Your Users, or any other persons who may have Access to the Products through You; or

(g) any element of the Result other than the audiovisual output generated by the Eligible AI Feature, including any technical metadata produced in connection with the Product; or

(2) if You fail to:

(a) notify Chaos in writing of the Infringement Claim promptly upon the earlier of learning of or receiving it, provided that failure to give timely notice shall not relieve Chaos of its obligations under Section 12a.2.1 except to the extent that Chaos is materially prejudiced by such failure;

(b) grant Chaos sole control of the defense and settlement of the Infringement Claim, subject to Chaos acting reasonably and in good faith; or

(c) provide Chaos with all reasonable assistance, information, and cooperation in connection with the defense of the Infringement Claim, at Chaos's expense.

12a.2.3. Notwithstanding anything to the contrary in this Agreement or any applicable Additional Agreement, Chaos's total maximum aggregate liability under this Section 12a.2 shall in no event exceed USD 5000 (five thousand US dollars) per (1) Indemnified AI Result or (2) Infringement Claim (or set of related Infringement Claims). Notwithstanding any otherwise applicable limitation period, any action or dispute resolution proceeding in connection with this Section 12a.2 must be commenced within two (2) years of the act, event, or occurrence giving rise to the claim. This limitation applies in addition to, and does not supersede, the general limitation of liability set out in Section 13 of this Agreement.

12a.2.4. Sole and Exclusive Remedy. The foregoing states the entire liability and obligation of Chaos, and Your sole and exclusive remedy, with respect to any Indemnified AI Result or Infringement Claim. For the avoidance of doubt, Section 12a.1 of this Agreement continues to apply in full to all claims, suits and proceedings not governed by this Section 12a.2.

13. DISCLAIMER

THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF, AND YOU ACKNOWLEDGE AND AGREE THAT CHAOS AND ITS AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. THE FOREGOING LIMITED WARRANTY IS FURTHER NOT ENLARGED OR OTHERWISE

AFFECTED BY CHAOS OR ITS AFFILIATES RENDERING OR ANY SUPPORT SERVICES OR TECHNICAL OR OTHER ADVICE OR COMMUNICATION IN CONNECTION WITH THE PRODUCT OR ITS USE. WITHOUT LIMITING THE FOREGOING DISCLAIMER, CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT PRODUCT WILL MEET YOURS EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY.

WITHOUT LIMITING THE FOREGOING, WHERE THE PRODUCT INCORPORATES OR MAKES AVAILABLE ANY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES OR FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE THAT: (I) RESULTS GENERATED THROUGH SUCH FEATURES MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR OTHERWISE UNRELIABLE; (II) THE PRODUCTS ARE NOT A SUBSTITUTE FOR YOUR OWN PROFESSIONAL JUDGMENT, INDEPENDENT VERIFICATION, OR EXPERT REVIEW OF ANY RESULT PRIOR TO ITS USE OR RELIANCE UPON IT; AND (III) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND FITNESS FOR PURPOSE OF ANY RESULT, AND FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE THEREON, REGARDLESS OF WHETHER CHAOS OR ITS AFFILIATES HAVE PROVIDED SUPPORT, ADVICE, OR OTHER COMMUNICATION IN CONNECTION WITH SUCH RESULT.

NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY A CONTRACTUAL RESTRICTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY TERMS AND CONDITIONS AGREED TO HEREBY, EITHER DIRECTLY OR BY REFERENCE, CHAOS AND ITS AFFILIATES DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT, AND THAT CHAOS OR ITS AFFILIATES WILL CORRECT ALL DEFECTS. THE USE OF THE PRODUCT IS AT USER'S SOLE RISK. UNLESS CHAOS OR ITS AFFILIATES SPECIFY OTHERWISE, CHAOS AND ITS AFFILIATES PROVIDE THIRD PARTY PRODUCTS WITHOUT WARRANTIES OF ANY KIND. HOWEVER, THEIR RESPECTIVE MANUFACTURERS, DEVELOPERS, SUPPLIERS, OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES.

SPECIFIC DISCLAIMER APPLICABLE ONLY TO LICENSE TYPES SUCH AS TRIAL, BETA, NFR, DEMO, LABS OR PRE-RELEASE, OR MADE AVAILABLE AS “FREE” IN OTHER TESTING MODE, OR WITHOUT REQUIREMENT OF PAYMENT, ETC., FOR WHICH THE LIMITED WARRANTY AND THE DISCLAIMER IN THE PREVIOUS

SECTIONS DO NOT APPLY: IT IS UNDERSTOOD THAT THE PRODUCT, AND ANY UPDATES MAY CONTAIN ERRORS AND ARE PROVIDED FOR LIMITED EVALUATION ONLY. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT, ANY SOFTWARE OR
SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN AS-IS BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND CHAOS AND ITS AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NONINFRINGEMENT. CHAOS AND ITS AFFILIATES DO NOT WARRANT THAT THE PRODUCT WILL MEET YOURS EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE PRODUCT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY.

WITHOUT LIMITING THE FOREGOING, WHERE THE PRODUCT INCORPORATES OR MAKES AVAILABLE ANY ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING FEATURES OR FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE THAT: (I) RESULTS GENERATED THROUGH SUCH FEATURES MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR OTHERWISE UNRELIABLE; (II) THE PRODUCTS ARE NOT A SUBSTITUTE FOR YOUR OWN PROFESSIONAL JUDGMENT, INDEPENDENT VERIFICATION, OR EXPERT REVIEW OF ANY RESULT PRIOR TO ITS USE OR RELIANCE UPON IT; AND (III) YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND FITNESS FOR PURPOSE OF ANY RESULT, AND FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE THEREON, REGARDLESS OF WHETHER CHAOS OR ITS AFFILIATES HAVE PROVIDED SUPPORT, ADVICE, OR OTHER COMMUNICATION IN CONNECTION WITH SUCH RESULT.

NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY A CONTRACTUAL RESTRICTION.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL CHAOS OR ANY ITS AFFILIATE OR ITS LICENSORS BE LIABLE (DIRECTLY OR INDIRECTLY) TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS,
DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING, NOT LIMITED TO ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE DAMAGES OR

DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS OR DATA, EVEN IF CHAOS OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. YOU ACKNOWLEDGE AND AGREE THAT IN ANY EVENT THE AGGREGATE LIABILITY OF CHAOS AND ITS AFFILIATES AND ITS LICENSORS ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT AND ANY PRODUCT WILL BE LIMITED, EXCEPT FOR REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, TO THE AMOUNT PAID, IF ANY, BY YOU FOR SUCH PRODUCT, EVEN IF THAT AMOUNT MAY BE SUBSTANTIALLY DISPROPORTIONATE TO THE REMEDY CLAIMED.

This Agreement will be governed by and construed in accordance with the laws of (a) Germany if You acquired the Subscription for a Product in a country outside the United States of America; or (b) the State of New York, USA, (and, to the extent controlling, the federal laws of the United States) if Your Territory is the USA. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of): (i) the courts of general jurisdiction of New York, New York, USA, in the case of subsection (b) above, or (ii) in the case of subsection (a) above any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts located in Düsseldorf, Germany. Chaos may also choose the competent court at Your (i) residence, (ii) place of business or (iii) registered office for any action arising hereunder. The right of either Party to claim injunctive relief before the courts competent under the applicable laws remains unaffected. Nothing in the foregoing will prevent Chaos or its Affiliates from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. The prevailing party in any action to enforce this Agreement will be entitled to fully recover its attorneys' fees and costs in connection with such action.

15. SURVIVAL

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

16. TERM

This Agreement shall run for the agreed term. You can choose between a One-Month Subscription, One-Year Subscription or Three-Year Subscription. The term starts upon this Agreement's effective date and ends (i) in case of the One-Month Subscription, with the end of the day before the day with the same number as the effective date in the following month; if such

day does not exist in the following month, with the end of the last day of the following month, (ii) in case of the One-Year Subscription, with the end of the day before the day with the same number of the same month in the following year, and (iii) in case of the Three-Year Subscription, with the end of the day before the day with the same number of the same month in the third year following the effective date.

17. RENEWALS

After each applicable term, and subject to Chaos's right to a Price Change, this Agreement shall automatically renew for another Subscription term equivalent in time to the initial Subscription term, unless terminated by a party pursuant to this Section.

In addition, additional or special terms governing renewals of certain License Types may be further specified in **Exhibit A** hereto.

18. TERMINATION. MODIFICATION

Termination for Cause: Either party may terminate this Agreement for cause if the other party (a) fails to cure any material breach of the terms of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

Termination for Convenience: Either party shall be entitled to terminate this Agreement at any time, effective as of the last day of Your current Subscription.

Consequences of Termination: Upon any expiration or termination of this Agreement, You must cease using all licensed Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on Your behalf. You will certify such deletion upon our request. You may not have access to Your Data not saved on Your own storage media (and we may delete all of Your Data unless legally prohibited) after expiration or termination of this Agreement (or its applicable Subscription term), so You should make sure to export Your Data using the functionality of the Products during the applicable Subscription term. If we terminate this Agreement based on a Termination for Cause, you will pay any unpaid fees covering the remainder of the then-current Subscription term after the effective date of termination. In no event will termination relieve You of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

Suspension: Chaos may also terminate any right granted to You under this Agreement and/or suspend, modify, or delete Your account if it has another valid reason to do so (for example, You are repeatedly or seriously breaking any limitations imposed by law or contract; ceasing a Product for economic reasons due to a limited number of Users, etc.) or without reason by giving You a reasonable prior notice. If Chaos terminates any right granted to You under this Agreement

and/or suspends or deletes Your account, this means that Your access to and right to Use a Product will be temporarily or permanently revoked.

Irrespectively of any thresholds agreed for a Metered Access Service, Chaos reserves the right to monitor the usage of the Services and may, at its sole discretion, with or without prior notice, limit, suspend, or terminate Your Access if such usage exceeds what is reasonably expected from a typical usage pattern. Excessive usage may include, but is not limited to, sustained high-volume queries, automated interactions beyond the scope of intended Use, or activities that could degrade service performance for other Users.

19. MODIFICATIONS

Product Modifications: Chaos retain all the rights to make and have implemented, from time to time, any changes, improvements and corrections, it deems necessary upon its own discretion, to the Product hereunder, as long as such change, improvement or correction does not affect the Products main function.

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

20. GENERAL PROVISIONS 21. NOTICES

Any notice under this Agreement must be given in writing. We may provide notice to you through Your account email address, Your account or in-product notifications, by publishing a

notice to all Users to a Product web portal, or elsewhere as may be agreed hereby. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to You will be deemed given upon the first business day after we send it. You will provide notice to us by post to contracts@chaos.com, Attn: General Counsel. Your notices to us will be deemed given upon receipt.

22. FORCE MAJEURE

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

23. CLASS ACTION WAIVER

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

24. COMPLIANCE WITH LAWS

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

25. ASSIGNMENT

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

26. EXPORT CONTROLS

You acknowledge and agree that the Product (including any data submitted by You in connection with a Service and any Result generated by a Service) may be subject to the export control and trade sanctions laws, rules and regulations of the United States and may be subject to the export

control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where You are located or operate (hereinafter jointly referred to as the "Export Controls"). Both parties shall comply with the U.S. Export Administration Regulations, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or Used for any purposes prohibited by such laws and regulations

You further represent, warrant and covenant that neither You nor Your Affiliates or personnel (i) are a citizen or resident of, or located within, a nation or region that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, the Crimean peninsula, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any applicable government restricted party lists (including, without limitation, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Controls, Use Products (or Services) in connection with any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear activities, chemical/biological weapons, rocket systems or unmanned air vehicles, or (iv) will Use the Product (or Services) to disclose, transfer, download, export, or re-export, directly or indirectly, any of Your Results generated by the Product (or Services), Content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Controls or other laws or regulations to which You may be subject to.

27. ENTIRE AGREEMENT

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

This Agreement shall apply to all Chaos's products, unless otherwise provided for in the specific license terms and conditions under which an Offering is made available for customer use, for example, this Agreement may not apply to certain freeware license type software, or software not designated under the description of Product stipulated in the Agreement, which is licensed under separate terms and conditions.

Unless otherwise stipulated by Chaos , this Agreement shall also apply to any Products:

a. updates and upgrades,

b. supplements, and

c. related Services (if any).

Maintenance and support services are governed by the end user support agreement, which, if any, will be specified by Chaos, and is hereby incorporated by reference into this Agreement.

By accepting this Agreement you also accept, agree and guarantee that in case You provide to a third person the legitimate possibility to Access or Use the Product or any part of it You shall procure the said third person's acceptance and agreement with the present Agreement otherwise such access or usage shall be deemed illegal.

28. WAIVER; MODIFICATION

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

29. RECORDS

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

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

30.1. DEFINITIONS

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

30.2. LICENSE FEE

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

30.3. **SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY**

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

30.4. **LIMITED WARRANTY**

If You are a Consumer, instead of Section 12, above, only the following shall apply re Limited Warranty:

If the Product and/or Services by Chaos are defective, Chaos will act in accordance with the mandatory statutory provisions for material defects and defects of title. Claims for damages shall be excluded.

30.5. **DISCLAIMER**

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

30.6. **LIMITATIONS OF LIABILITY**

If You are a Consumer, instead of Section 14, above, only the following shall apply re Limitations of Liability:
Chaos or its Licensors are liable for intent and gross negligence in accordance with the statutory provisions.

In case of slight negligence, Chaos or its Licensors shall only be liable in case of violation of an essential contractual obligation ("**Cardinal Obligation**") as well as in case of damages resulting from injury to life, body or health. Chaos or its Licensors shall only be liable for foreseeable damages, the occurrence of which must typically be expected.

Chaos or its Licensors shall be liable in accordance with the German Product Liability Act in the event of product liability.

Chaos or its Licensors shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

Any more extensive liability of Chaos is excluded on the merits.

30.7. **SURVIVAL**

If You are a Consumer, the following shall apply re changes, improvements and corrections:

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

30.8. **RENEWALS**

If You are a Consumer, the following shall apply re Renewals:

This Agreement shall automatically renew, regardless of the initial Subscription term, by further One-Month intervals, unless terminated by a party pursuant to Section 17, above.

30.9. **TERMINATION**

If You are a Consumer, you have the right to terminate this Agreement in accordance with Section 312k of the German Civil Code ("**BGB**").

The following cause for termination shall not apply:

(c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

30.10. **CHANGES TO THE TERMS OF THIS AGREEMENT**

If You are a Consumer, the following shall apply re changes of this Agreement:

Chaos shall notify You of the changes or amendments in text form no later than six weeks before they take effect. If You agree with the changes or amendments, You shall accept the changes no later than one week prior to the date on which the changes or amendments are intended to take effect. The acceptance must be in text form.

30.11. **RECORDS**

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

30.12. **WITHDRAWAL POLICY / RIGHT OF WITHDRAWAL Right of Withdrawal**

The Right of Withdrawal applies exclusively to Consumers from the European Union.

You have the right to withdraw from this Agreement within fourteen (14) days without giving reasons. The withdrawal period is fourteen (14) days from the date of conclusion of this Agreement.

In order to exercise your right of withdrawal, You must inform us

[Name, Address, Tel., E-Mail]

of your decision to withdraw from this Agreement by sending us an explicit declaration stating that You are withdrawing from this Agreement; either by post or by e-mail. You can use the attached withdrawal model form; however, it is not mandatory.

It will suffice to send us your notification of withdrawal within the given withdrawal timeframe in order for the 14-day withdrawal timeframe to be granted.

Consequences of Withdrawal

If You withdraw from this Agreement, we are obligated to refund all payments we have received from You, including shipping costs immediately and within fourteen (14) days at most, effective the day that we receive your withdrawal.

The payment method which was used to make the transaction will also be used for the reimbursement, unless we have explicitly agreed to something else. You will not be charged any fees for the reimbursement.

For Services that have commenced with your consent, before the withdrawal expiration date, You will have to pay Chaos a proportional amount for the Services provided until your withdrawal.

You can also find this Policy https://www.chaos.com/legal/withdrawal-policy and download this Policy https://www.chaos.com/legal/withdrawal-policy. You can download the Model Withdrawal Form https://www.chaos.com/legal/model-withdrawal-form. We may also send You a copy of the Policy and the Model Withdrawal Form as soon as the contract has been concluded.

30.13. **CLASS ACTION WAIVER**

If You are a Consumer, Section 23, above, shall not apply.

30.14. **APPLICABLE LAW**

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

30.15. **INFORMATION REGARDING THE ONLINE DISPUTE RESOLUTION**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under http://ec.europa.eu/odr.

Chaos is not willing to enter into dispute resolution proceedings before the consumer arbitration board.

Exhibit A - Special Terms and Conditions

1. SPECIAL TERMS AND CONDITIONS FOR COMMERCIAL LICENSE

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

2. SPECIAL TERMS AND CONDITIONS FOR TRIAL LICENSE

2.1. You may download a Trial License version for evaluation and, thereafter, if You liked the Product, order license under the terms and conditions stipulated above, i.e. You can try the Product before starting to pay a license fee. Even though a license fee is not paid for the Trial License, it does not mean that there are no conditions for using the Product under Trial License.

These additional and specific terms contained in this Section “Trial License” will apply whenever You choose to Use the Product under Trial License.

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

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

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

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

a. Use the Product without payment of the attributable license fees after expiration of the Trial License.

b. benefit commercially from using the Product in the authorized manner.

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

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

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

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

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

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

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

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

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

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

a. You are entitled to participation based on Your commitment to participate and test the Product, where lack of sufficient participation is a good and sufficient cause for Chaos to remove You from the Beta target group and Your access and Use of the Product;

b. Generally, You may Use Product solely for Your internal, non-productive business purposes, and solely: (a) to evaluate the technical and commercial viability of the Product; (b) to evaluate the reliability and functionality of the Product in a working environment; (c) to determine whether the features of the

Product perform as designed and are useful; (d) to determine whether the Product will work for its intended purpose; and (e) to create and provide to Chaos voluntary suggestions and technical feedback regarding the Product, including suggestions regarding viability and functionality of the Product. If You submit feedback or suggestions about the Product, Chaos may use Your feedback or suggestions without obligation to You

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

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

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

4. SPECIAL TERMS AND CONDITIONS FOR NFR LICENSE

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

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

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

5. SPECIAL TERMS AND CONDITIONS FOR EDUCATIONAL/ ACADEMIC LICENSE

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

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

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

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

6. SPECIAL TERMS AND CONDITIONS FOR RENDERFARM LICENSE

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

7. SPECIAL TERMS AND CONDITIONS FOR V-RAY APPLICATION SDK USE DEVELOPMENT

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

7.2. DEFINITIONS:

7.2.1. V-Ray Application SDK, hereinafter referred as the “SDK”, consists of:

- V-Ray Render Engine (major version, as may be further specified by Chaos), which means Chaos’s proprietary rendering software core in a binary code format.

- V-Ray Application SDK API, which means programming interface that allows You, directly or through Licensee's Works, to programmatically access certain V-Ray Render Engine features and functions;

- V-Ray Application SDK API Reference Guides, containing “Sample Code”;

- any other accompanying software, plug-ins and any updates or upgrades to the rendering software that You may install from time to time;

- any associated files, Documentation and materials, including but not limited to installation files, Sample code, binary executable files, library files, configuration files and other Documentation files.

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

7.2.3. “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.

7.2.4. “Sample Code” means sample code examples in source code format.

GRANT OF LICENSE

7.3. **USE AND DEVELOPMENT:**

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

a. Use the SDK or any part of it “AS IS”; and/or
b. create Licensee's Works; and/or
c. link to Licensee's Works and/or any other software, software applications, products, projects, services, solutions of Yours; and/or
d. make copies of the SDK only as necessary to perform an activity permitted under this Agreement and You keep all copyright notices and other marks of ownership on each copy, or partial copy, of the SDK. Any copies or partial copies of the SDK are for Your Internal Use only and cannot be provided to any third parties, unless othwerwise stipulated in Your Additional Agreement. You agree to delete all

copies of the SDK when they are no longer required for the purpose they were created for. You may not Use the SDK or Licensee's Works for commercial purposes, unless a specific agreement with Chaos is reached on that. "Commercial Purposes" means, not limited to: sell, charge, accept payment in any form or other compensation for the usage of the SDK, Licensee's Works or any parts thereof produced with the SDK.

7.4. **SDK REQUIREMENTS AND ADDITIONAL LIMITATIONS:**

7.4.1. Required Licenses are:

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

b SDK Render Node license. One SDK Render Node license entitles You to Use one running copy of V-Ray Render Engine for rendering at any one time. Additional terms and conditions for SDK Render Node license may be arranged in a separate agreement with Chaos, as may be indicated by Chaos from time to time. SDK Render Node license is a special license and the standard Chaos universal render node license cannot be Used for integration and/or other purposes as granted under this Chapter 7. SPECIAL TERMS AND CONDITIONS FOR V-RAY APPLICATION SDK USE DEVELOPMENT, the applicable standard Additional Agreement, the Documentation, and/or the V-Ray Application SDK marketplace.

7.5. **NUMBER OF LICENSES**

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

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

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

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

8.3. 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.

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

8.5. 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: 20250517

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

LICENSE SERVER AGREEMENT

Effective date: the date You first Access Your Chaos Product

Version: 20260527

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) CHAOS SOFTWARE, INC., a company organized under the laws of the USA, with office address at 120 Wall Street, 20th Floor New York, NY 10005, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA; OR

(B) CHAOS SOFTWARE 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 CHAOS SOFTWARE, INC., CHAOS SOFTWARE 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 most up-to-date version of this Agreement is available at https://www.chaos.com/legal/license-server-agreement, or any other successor site.

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 LICENSE 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 set forth above, 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://www.chaos.com/privacy or any other successor site designated by Chaos.

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9. DURATION AND TERMINATION

9.1. This AGREEMENT is effective until terminated.

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

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

10. OTHER PROVISIONS

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

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