

FREEWARE END USER LICENSE AGREEMENT

This FREEWARE END USER LICENSE AGREEMENT ("**Agreement**") is a legal agreement between Chaos Software LTD, Mladost-1A, block 548 entrance B, 2nd floor, Sofia 1729, Bulgaria ("**Licensor**"), and you (either you as an individual or the legal entity for which you represent and warrant that you have the right, power and authority to act on behalf of and bind to this agreement) ("**Licensee**").

I. GENERAL

By downloading, installing, or using, all or any portion of, the **V-Ray Denoiser Plugin for Nuke** (the "**Software**"), Licensee agrees to be bound by the terms of this Agreement and any other legal and binding agreement referred to hereunder, on the Licensor's website, or on any other legal instrument provided to the Licensee, such as Licensor's Privacy Policy, third party terms and conditions, etc. If Licensee does not agree to the Agreement, Licensee must not download, agree to the terms and conditions, click or check a relevant "**I accept**" box, or perform any similar act, and/or do not use the Software. "Use" or "using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with this Agreement and/or the Documentation. "Effective Date" means the date on which Licensee accepts this clickwrap contract or otherwise accesses, downloads, installs or uses the Software, whichever occurs first.

II. SOFTWARE

"Software" means all of the content with which this Agreement is provided, including but not limited to

- a. Software setup files and code samples (if any);
- b. supplementary, related materials which may provide further information as regard the functionality of the Software and other types of guidance ("Documentation"); and
- c. future upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to Licensee by the Licensor either free of charge or in return for a license fee (collectively referred to as "Updates").

III. GRANT OF LICENSE

Licensee is granted a non-exclusive, non-sublicensable and non-transferable (except if the latter is permitted by applicable law) License to use the downloaded Software for any purposes for an unlimited period of time, unless otherwise further instructed by the Licensor.

Use within the scope of this License is free of charge and no royalty or licensing fees shall be paid by the Licensee, unless otherwise agreed hereunder. Even though a license fee is not paid for the use of the

Software, it does not mean that there are no conditions for using the Software.

The Software may be installed and used by the Licensee for any legal purpose.

The Software may be installed and used by the Licensee on any number of systems.

This is a license agreement and it does not transfer, or otherwise affect ownership of the Software. Title, ownership and all rights (including without limitation intellectual property rights) in and to the Software shall remain with Licensor. Except for those rights expressly granted in this Agreement, no other rights are granted, whether express or implied.

Licensee may NOT:

- a. Create derivative works based on the Software;
- b. Use the Software for any purpose other than as described herein;
- c. Copy or reproduce the Software except as described in this Agreement. Any copies that the Licensee is permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software;
- d. Sell, assign, license, disclose, distribute or otherwise transfer or make available the Software or any copies of the Software in any form to any third parties;
- e. Alter, translate, decompile, reverse assemble or reverse engineer the Software, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law. Any attempts to reverse-engineer, copy, clone, modify or alter in any way the installer program without the Licensor's specific approval are strictly prohibited. The Licensee is not authorized to use any plug-in or enhancement that permits to save modifications to a file with Software licensed and distributed by the Licensor.

IV. WARRANTY

LICENSEE ACKNOWLEDGES AND AGREES THAT THE SOFTWARE, ANY OTHER SOFTWARE OR SUPPORT OR OTHER SERVICES ARE MADE AVAILABLE ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND LICENSOR DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, TERMS, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (WHETHER BY STATUTE, LAW, CUSTOM, USAGE OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT. COMPANY DOES NOT

WARRANT THAT PRODUCT WILL MEET LICENSEE'S EXPECTATIONS, THAT THE PERFORMANCE OR OUTPUT OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE NOR THAT DEFECTS OR FAULTS WILL BE CORRECTED. THE SOFTWARE IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR INDEPENDENT TESTING OF PHYSICAL PROTOTYPES FOR PRODUCT STRESS, SAFETY AND UTILITY. LICENSEE ASSUMES TOTAL RESPONSIBILITY FOR ESTABLISHING PROCEDURES FOR BACK UP AND VIRUS CHECKING AS LICENSEE MAY CONSIDER NECESSARY. 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.

V. LIMITATION OF LIABILITY

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

VI. RIGHT TO TERMINATE OR MODIFY

Licensor may modify from time to time the Software and/or this Agreement with notice to Licensee either in an email or by publishing notice with a reasonable term to the users on its website, including but not limited to, charging fees for the Software, or changing the functionality or appearance of the Software. Licensee accepts to access the website of the Licensor at least twice a year to become aware of any such change. In the event Licensor modifies the Software or the Agreement, Licensee may terminate this Agreement and cease use of the Software. Licensor may terminate Licensee's use of the Software, the Agreement or any related product

Licensee may use with regard to the Software, at any time, with or without notice.

VII. PERSONAL DATA AND PRIVACY

Please refer to Licensor's Privacy Policy (<https://www.chaosgroup.com/privacy>) for further details.

Licensee acknowledge and agree that in order to acquire and use the Software, Licensee (and any third parties acting on Licensee's behalf) may have to provide, and Licensor may acquire, certain personal information and data with respect to Licensee. By accepting the Agreement. Licensee hereby consent to Licensor processing such information and data. Licensor is a registered data administrator (Bulgarian Personal Data Protection Act (01 Jan. 2002 and as amended from time to time)) and as such Licensor takes appropriate technical measures to protect Licensee's personal information and data.

Personal information and data provided to Licensor in connection with this Agreement may be processed in Bulgaria or any other country in which Licensor or its subsidiaries, affiliates or related parties maintain facilities. By acquiring the Software, Licensee consents to the transfer of such information outside of Licensee's country under terms and conditions which ensure fair protection of data subject's rights. Personal information and data may be processed only for the performance of this Agreement, for administration and authentication purposes necessary for the execution of the Agreement, compliance with a legal obligation or to respond to support inquiries. In any case such personal information and data will be processed only for the purposes of this Agreement and for the time it is effective, unless the applicable laws provide otherwise in which case the wider limits imposed or implied by law will prevail.

Licensee's account might be password protected and in such case all information would be stored on a secure server, which only a limited number of Licensor 's employees would access. If Licensee suspects that someone else knows his password, or is using it, Licensee shall inform Licensor and change the password immediately.

Licensor will keep personal information and data for as long as necessary to fulfil the above purposes or as required provided for by law. Licensee may modify and correct incomplete or inaccurate data at any time by notifying Licensor of any change to dpo@chaosgroup.com. Any premature revocation or repudiation of data subject's consent entitles Licensor to immediately terminate any associated rights and/or obligations which Licensor at its free discretion may consider will not be able to further fulfil.

VIII. NOTICES

Notices in connection with this Agreement will be in writing and will be sent by postal service or a delivery service. Notices will be effective when delivered and received by Licensor at Licensor's head office address, which currently is: Chaos Software Ltd., Mladost-1A, 147, Tsarigradsko shosse, 4th floor, 1784 Sofia, Bulgaria. Licensor may publish notices on its website(s) or send them over the email or any other type(s) of messaging systems used by the Parties hereto.

IX. MISCELLANEOUS

The Agreement between Licensee and Licensor will be governed by and construed in accordance with the substantive and procedure laws of the Republic of Bulgaria, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. The exclusive forum for any disputes arising out of or relating to this Agreement shall be the appropriate competent court sitting in Pleven, Bulgaria, and subject to appeal before the relevant appeal court and court of cassations according to the Bulgarian procedure law. Nothing in the foregoing will prevent Licensor from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. Execution of judgements shall follow the applicable rules of the Bulgarian procedure laws. The parties to this Agreement waive any other venue to which either party might be entitled by domicile or otherwise. The Agreement constitutes the entire agreement between Licensee and Licensor regarding the Software. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect. Licensee may not assign this Agreement, and any assignment of this Agreement by Licensee will be null and void. Chaos Software, V-Ray and the V-Ray logo, Chaos Group and Chaos Group logo are registered trademarks of Chaos Software OOD. All other brand names, product names, or trademarks belong to their respective holders, and other ChaosGroup logos and names are trademarks of Chaos Software OOD. Licensee agrees not to display or use these trademarks in any manner without Chaos Software OOD's prior, written permission. The section titles and numbering of this Agreement are displayed for convenience and have no legal effect.