LICENSE SERVER AGREEMENT

Effective date: 1 May 2023

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

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

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

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

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

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

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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.

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

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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;
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f. make any translation, adaptation, arrangement and any other alteration of THE LICENSE SERVER and/or THE LICENSE FILES or make any reproduction, distribution, communication, display or performance to the public of the results of such acts;

g. adapt or reverse compile or reverse engineer the whole or any part of THE LICENSE SERVER;

h. adapt or reverse engineer or otherwise tamper with THE DONGLE and/or THE LICENSE FILES;

i. remove or alter any copyright or other proprietary notice from THE LICENSE SERVER and/or THE LICENSE FILES;

j. use THE LICENSE SERVER and/or THE LICENSE FILES in a manner that infringes any third party's copyrights or any other rights;

k. participate in any illegal, deceptive, misleading, unethical practices and activities which may be detrimental to CHAOS.

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

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

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

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

4. PROTECTION MECHANISMS

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

• an internet connection to Chaos’ online licensing service, and/or

• THE LICENSE FILES

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

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

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

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

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

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

5. COLLATERAL PRODUCTS

5.1. THE LICENSE SERVER, THE DONGLE, and/or THE LICENSE FILES may be accompanied, may contain or CHAOS may provide from time to time other own and/or third party's software, drivers, data, documents, materials, etc. (COLLATERAL PRODUCTS). COLLATERAL PRODUCTS may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in this Agreement. Unless such terms are included or referenced COLLATERAL PRODUCTS are subject to this Agreement. In case such terms apply LICENSEE agrees to comply with them.
5.2. LICENSEE will take sole responsibility for acquiring and complying with any licenses that may be necessary to use or to use in a different way any third party's software, data, documents or other materials. LICENSEE acknowledges and agrees that CHAOS has no responsibility for, and makes no representations or warranties regarding, such third party's software, data, documents or other materials or LICENSEE's use of such third party's software, data, documents or other materials.

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

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8. LIMITATIONS OF LIABILITY

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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 =====================