AdonisFX

END USER LICENSE AGREEMENT

PLEASE READ THIS EULA CAREFULLY BEFORE ORDERING OR DOWNLOADING OR USING ANY SOFTWARE PRODUCTS OF INBIBO. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 8 WHERE WE LIMIT OUR LIABILITY IN RESPECT OF OUR SOFTWARE PRODUCTS.

BY DOWNLOADING AND/OR USING THIS SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE.

IMPORTANT NOTICE TO CONSUMERS WHO PURCHASE SOFTWARE PRODUCTS DIRECT FROM INBIBO: YOU HAVE THE RIGHT TO CANCEL YOUR CONTRACT AND OBTAIN A FULL REFUND IN ACCORDANCE WITH CLAUSE 9. HOWEVER YOU WILL LOSE THIS RIGHT ONCE YOU INSTALL THE SOFTWARE. THIS DOES NOT AFFECT YOUR CONSUMER RIGHTS IN RELATION TO DEFECTIVE PRODUCTS OR SERVICES.

This END USER LICENSE AGREEMENT ("**EULA**") applies when you licence the software product named in the Order Form ("**the Software**") and its associated documentation ("**the Documentation**") from Inbibo Limited. These terms form a contract between Inbibo Limited, a company registered in England and Wales with company number 1283 9127 and with registered office situated at 65 Compton Street, London, United Kingdom, EC1V 0BN ("**Inbibo**"), and you, as either an individual, a company or other legal entity ("**Licensee**"), and set out the terms upon which you licence the Software and obtain the services of Inbibo.

Inbibo reserves the right to refuse to grant a license or terminate an existing licence previously granted to any Licensee which has failed to pay any sum due to Inbibo in connection with this EULA.

You should print a copy of this EULA for future reference.

1   **Definitions**

1.1   Unless the context otherwise requires, the following terms shall have the following meanings in this EULA:

Device: an electronic device capable of running Autodesk Maya 2022, Maya 2023 and Maya 2024

Order Form: the web form used by you to place an order for the Software

Personnel: employees, agents and contractors

Subscription Period: the period of time which the Software will be enabled to function on the Device, as specified in the Order Form

Support Days: days which are weekdays, which are not bank holidays in England

Support Hours: 9.00am to 5.00pm on Support Days

Support Services: the services set out at clause 5.8

2   **Grant and Scope of Licence**

2.1   In consideration of payment by you of the licence fee set out in the Order Form, and your agreement to abide by the terms of this EULA, Inbibo grants you a non-exclusive,

non-transferable licence to use the Software and the Documentation in accordance with the terms of this EULA.

2.2   You may:

  a.   use the Software:

    i.   for the Subscription Period, which may be automatically renewed as specified in the Order Form;

    ii. in conjunction with the licence key issued by Inbibo; and

    iii. on the number of Devices specified and/or described in the Order Form[1]; and

    iv. as a plugin to Autodesk Maya.

  b.   download, install and use the Software for your internal business purposes only;

  c.   in the case of a node locked licence, you may not transfer, reassign or redeploy the licence key to another Device once you have deployed the licence key to a Device;

  d.   in the case of a floating licence, provided that the licence key is not used simultaneously on more than one Device at any one time, you may transfer a licence key from one computer to another, by using the process made available by Inbibo; and

  e.   make up to [2] copies of the Software for back-up purposes only.

3   **Restrictions**

3.1   Except as expressly set out in this EULA or as permitted by any local law, you undertake:

  a.   not to copy the Software or Documentation except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of backups or operational security;

  b.   not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;

  c.   not to make alterations to or modifications of the whole or any part of the Software, nor permit the Software or any part of it to be combined with or become incorporated in any other software;

  d.   not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except in accordance with local law, and you shall not use the Software to create any software which is substantially similar to the Software;

  e.   to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

  f.   to supervise and control use of the Software and ensure that the Software is used by your Personnel in accordance with the terms of this EULA;

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[1] Which might be a number or a reference to a Corporate Licence or Site Licence.

g.   to include the Inbibo copyright notice on all entire and partial copies you make of the Software on any medium;

h.   to comply with all applicable technology control or export laws and regulations; and

i.   not use the Software via any communications network or by means of remote access.

3.2   You may not use the Software other than as a plugin to an electronic device capable of running Autodesk Maya 2022, Maya 2023 and Maya 2024, on a Device.

4   **Maintenance Services**

4.1   During the term of this EULA, Inbibo may from time to time release updates to the Software ("**Updates**") to:

a.   correct and/or mitigate the effect of bugs in the Software;

b.   enhance the functionality of the Software; and

c.   introduce new functionality to the Software.

4.2   You shall install Updates as soon as possible.

4.3   Inbibo may remove functionality from the Software on no less than 12 months' notice in writing.

5   **Support Services**

5.1   Publicly accessible user documentation is available at https://www.inbibo.co.uk/docs/adonisfx

5.2   Where the Licensee has ordered Support Services[2], Inbibo shall supply Support Services in accordance with this clause.

5.3   Support Services are available from the Support Channels, namely:

a.   by email, to adnsupport@inbibo.co.uk

b.   at the support portal at http://inbibo.co.uk/contact?reason=adonis_support

5.4   Support Requests received outside Support Hours are treated as received on the next Support Day.

5.5   Inbibo will supply Support Services to the Licensee in respect of the Software during the Subscription Period.

5.6   Support Services are initiated by requests for support raised by the Licensee ("**Support Requests**") by using a Support Channel.

5.7   Support Requests must include:

a.   a detailed description of the issue;

b.   the circumstances in which it has arisen;

c.   the circumstances in which the problem may be replicated by Inbibo; and

d.   the Support Services requested to address the issue.

5.8   Support Services are limited to non-compliances, which are events in respect of the Software which:

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[2] The term "Support Services" should be specified in the Order Form if they are to be supplied

a. take place on Devices;

b. materially affect the functionality of the Software as described in the Documentation; and

c. are inconsistent with the Documentation.

5.9 Inbibo may choose to provide support in respect of matters not within the scope of Support Services. Inbibo reserves the right at all times to withdraw such courtesies and/or not continue such courtesies any time.

5.10 To receive and/or continue to receive Support Services, the Licensee must supply upon request:

a. further information and documentation as Inbibo may reasonably request to reproduce and/or replicate the non-compliance so that Inbibo is able to ascertain what the problem is, diagnose the problem and take reasonable steps to supply the Support Services;

b. the said non-compliance with Documentation; and/or

c. contact details for the affected user(s).

5.11 Support Services are usually initiated on the Support Day a Support Request is received.

5.12 Inbibo shall be under no obligation to provide Support Services where:

a. a version of the Software other than the latest Update made available by Inbibo is used;

b. non-compliances are connected with changes made to the Software and/or its configuration by any person other than Inbibo;

c. non-compliances are connected with events whereby deployment of Updates to the Software are prevented and/or inhibited by any person;

d. the Software is used other than through the user interface in which it was designed to be used;

e. use of the Software infringes any person's intellectual property rights, anywhere in the world;

f. the Software is used for any unlawful purpose and/or unlawfully;

g. the Support Services requested are connected with user error, user misunderstanding, and/or improper, incomplete, and/or inadequate training in respect of the Software and/or lack of familiarity of the limitations of the Software as described by Inbibo;

h. defects or irregularities in third party software which directly or indirectly affect the operation or performance of the Software;

i. rectification of any error caused in whole or in part is caused by third party products and/or services, or where the Software depends on performance of any associated technologies, such as cloud-based services and/or third party IT infrastructure which does not form part of the Software;

j. Support Requests are not justified and/or warranted in the sole discretion of Inbibo; and/or

k. the Licensee is in breach of this EULA.

5.13 The Licensee is solely responsible for correct operation and maintenance of IT infrastructure and

systems required for the Software to function as designed, unless otherwise agreed in writing. Documentation refers to documentation provided by Inbibo and no other person.

5.14 In respect of Support Services, no warranty or statement is made:

    a. that any particular outcome or result will be possible or achievable as a result of Support Services;

    b. that Support Services will be performed to a standard satisfactory to the Licensee in respect of any Support Request.

5.15 The Licensee shall appoint a single individual to liaise with Inbibo in relation to the delivery, management and coordination of the Support Services, which at the outset shall be the person submitting the Support Request.

5.16 The Licensee is limited to 10 Support Requests each calendar month. Support Requests do not accumulate from month to month. Inbibo reserves the right to decline to supply Support Services in any circumstances. The circumstances may include where Support Services have already been supplied in respect of the Support Request, an advisory in respect of the non-compliance has been published by Inbibo, a resolution of a non-compliance is not able to be resolved by the Inbibo, and/or rectification or amelioration of the non-compliance is outside the control of Inbibo and/or not able to resolved within a commercial timeframe or cost to Inbibo.

5.17 If any Support Request does not qualify for Support Services or is otherwise excluded, Inbibo may provide Support Services without further approval from the Licensee in accordance with the rates set out in Inbibo's then current rate card which is available upon request.

6 Intellectual Property Rights

6.1 You acknowledge that all intellectual property rights in the Software and the Documentation anywhere in the world belong to Inbibo, that rights in the Software are licensed (not sold) to you, and that you have no rights in or to the Software or the Documentation other than the permissions to use them in accordance with the terms of this EULA.

6.2 You acknowledge that you have no right to have access to the Software in source code form.

7 Limitation of Liability

7.1 You acknowledge that the Software has not been developed to meet your or any person's individual requirements, including any particular cybersecurity requirements you might be subject to under any law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

7.2 We only supply the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.

7.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, arising under or in connection with this EULA for:

a.   loss of profits, sales, business, or revenue;

b.   business interruption;

c.   loss of anticipated savings;

d.   loss or corruption of data or information;

e.   loss of business opportunity, goodwill or reputation, whether any loss suffered set out in clauses 7.3(a) to clause 7.3(e) are direct or indirect; or

f.   any special, indirect or consequential loss, damage, charges or expenses.

7.4   Other than the losses set out at clause 7.3 (for which Inbibo is not liable), the maximum aggregate liability of Inbibo under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 120% of the Licence Fee. This maximum cap does not apply to clause 7.5.

7.5   Nothing in this EULA shall limit or exclude liability of Inbibo for:

a.   death or personal injury resulting from Inbibo's own negligence;

b.   fraud or fraudulent misrepresentation;

c.   any other liability that cannot be excluded or limited by English law.

7.6   This Licence sets out the full extent of the obligations and liabilities of Inbibo in respect of the supply of the Software and Documentation. Except as expressly stated in this EULA, there are no conditions, warranties, representations, statements or other terms, express or implied, that are binding on Inbibo. Any condition, warranty, representation, statement or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8   **Consumer Contracts**

8.1   Where the Licensee is a consumer for the purposes of consumer rights legislation, the Licensee may cancel a licence within 14 days of the original purchase date to obtain a full refund and Licensee will no longer be able to use the Software from the cancellation date. Licensee's right to obtain a refund will be lost once the Software has been installed.

8.2   Refunds are not payable for cancellations made after such date.

8.3   Cancellations and requests for refunds can be made by contacting support services at sales@inbibo.com.

9   **Termination**

9.1   We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the

service of written notice requiring you to do so.

9.2 On termination for any reason:

a. all rights and permissions granted to you under this EULA shall terminate;

b. you must immediately cease all activities authorised by this EULA; and

c. you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to Inbibo (at the option of Inbibo) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to Inbibo that you have done so.

10 **Notices**

10.1 We may update the terms of this EULA at any time on notice to you in accordance with this clause 11. Your continued use of the Software and Documentation following the deemed receipt and service of the notice under clause 11.3 shall constitute your acceptance to the terms of this EULA, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

10.2 If Inbibo has to contact you, Inbibo will do so by email or by pre-paid post to the address you provided in accordance with your order or registration of the Software.

10.3 Note that any notice:

a. given by Inbibo to you will be deemed received and properly served 24 hours after it is first posted on the Inbibo website, 24 hours after an email is sent, or three days after the date of posting of any letter from within the United Kingdom; and

b. given by you to Inbibo will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter, provided it is posted from within the United Kingdom.

10.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on the Inbibo website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

11 **Events outside our Control**

11.1 We will not be liable or responsible for any failure to perform or delay in performance of any of the obligations of Inbibo under this EULA that is caused by an Event outside our Control. An Event outside our Control is defined below in clause 11.2.

11.2 An Event outside our Control means any act or event beyond the reasonable control of Inbibo,

including without limitation failure of public or private telecommunications networks.

11.3   If an Event outside our Control takes place that affects the performance of the obligations of Inbibo under this EULA:

    a.   our obligations under this EULA will be suspended and the time for performance of the obligations will be extended for the duration of the Event outside our Control; and

    b.   Inbibo will use its reasonable endeavours to find a solution by which its obligations under this EULA may be performed despite the Event outside our Control.

12   Personal Data

12.1   Under data protection legislation, Inbibo is required to provide you with certain information about who Inbibo is, how it processes the personal data of those individuals who use the Software and the Documentation and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in https://inbibo.co.uk/privacy-policy and it is important that you read that information.

13   General

13.1   Inbibo may transfer its rights and obligations under this EULA to another organisation, but this will not affect your rights or obligations of Inbibo under this EULA.

13.2   You may only transfer your rights or your obligations under this EULA to another person if Inbibo agrees in writing.

13.3   This EULA constitutes the entire agreement between Inbibo and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.

13.4   If Inbibo fails to insist that you perform any of your obligations under this EULA, or if Inbibo do not enforce its rights against you, or if Inbibo delay in doing so, that will not mean that Inbibo has waived its rights against you and will not mean that you do not have to comply with those obligations. If Inbibo does waive a default by you, Inbibo will only do so in writing, and that will not mean that Inbibo will automatically waive any later default by you.

13.5   Each of the terms of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

13.6   This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts

of England and Wales.

14   **Evaluation Licenses**

14.1   In regards to the aforementioned clauses, in the case of evaluation licenses, Inbibo does:

a.   exclude all warranties;

b.   exclude all support services;

c.   disallow commercial use of any material produced by the software; and

d.   allow termination without notice (ie no warning).