

End User License Agreement

This End User License Agreement ("License Agreement") is a legal agreement between you as the user ("User") and Maxon or one of its affiliates ("Licensor"). By accepting this License Agreement during the registration process and/or by downloading, installing, reproducing or otherwise using the software provided by Licensor ("Software"), the User enters into this License Agreement, and this License Agreement governs the User's use of the Software, associated media and internet based services. Licensor under this License Agreement is Maxon Computer GmbH, if a product under the Maxon brand is licensed ("Cinema 4D product lines"). Licensor under this License Agreement is Maxon Computer Inc., if a product under the Redshift brand is licensed ("Redshift product lines"). Licensor under this License Agreement is also Maxon Computer Inc., if a product under the Red Giant brand is licensed ("Red Giant product lines"). The use of the Software without the conclusion of this License Agreement is an infringement of copyright.

§ 1 Object of Agreement

- 1.1 The Licensor is entitled to provide the Software to the User and to grant rights to use the Software under this License Agreement. The Licensor retains all intellectual property rights in the Software, and this License Agreement provides for a limited license for the Software, but not for a sale or transfer of the Licensor's intellectual property rights.
- 1.2 If the User enters into this License Agreement on behalf of another natural person or legal entity, only this person or entity shall be party of this License Agreement.
- 1.3 The Licensor primarily supplies the Software to the User by making the Software available for download on the Internet. The Software may be made available for installation and use on a device or made available via cloud or web-based services.
- 1.4 The Licensor licenses the Software with different license models. With the transfer of the Software, the applicable license model, the term of the license and the amount of the license fee are determined. This License Agreement regulates which right of use the User acquires with the respective license model and which general rights and obligations the User has.
- 1.5 In order to use the Software, the User must register with the Licensor and from time to time connect to the Internet in order to verify the licensing of the Software.
- 1.6 The Licensor will not provide maintenance and support of the Software under this License Agreement, unless otherwise specified in the respective license model.
- 1.7 The Licensor may, at its sole discretion, provide documentation for the Software in electronic form to the User, whereas the Licensor retains all intellectual property rights in the documentation.
- 1.8 This License Agreement does not apply to any of the Licensor's programs released on and prior to 3 September 2019 that the User has purchased or licensed with a perpetual license under another agreement.
- 1.9 The Software is licensed, not sold. Except as expressly granted in this License Agreement, there are no other licenses granted to the User, express, implied, by way of estoppel or otherwise. All rights not granted in this License Agreement are reserved by the Licensor.

§ 2 Perpetual License

- 2.1 The Perpetual License for Licensor's Cinema 4D and Red Giant product lines grants the User a perpetual, remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. The User may only use the licensed version of the Software. If the Perpetual License had been transferred from another previously licensed version, the User may install and use each version, but not concurrently. As a component of the Perpetual License for Licensor's Cinema 4D and Red Giant product lines, the respective Licensor may provide the User with generally available updates at its sole discretion. Unless otherwise explicitly agreed in writing, this Perpetual License shall not include upgrades, maintenance and support of the Perpetual License for Licensor's Cinema 4D and Red Giant product lines.
- 2.2 The Perpetual License for Licensor's Redshift product lines grants the User a perpetual, remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install and to use the Software only on one (1) specific device ("node-locked"). The User may transfer the node-locked license between devices provided that such transfer is made by using the respective licensing tool or other process provided by the Licensor. When the User purchases the Perpetual License for Licensor's Redshift product lines, he also concludes a maintenance agreement pursuant to the Licensor's maintenance terms, whereas the Licensor shall provide the User with maintenance services, including generally available updates and upgrades to the Perpetual License for Licensor's Redshift product lines, for a limited maintenance period of one (1) year. The parties may separately agree on an extension of the maintenance period pursuant to the Licensor's then-current maintenance terms. The Perpetual License for Licensor's Redshift product lines shall not include support services.

§ 3 Subscription License

- 3.1 With a Subscription License, the User receives the time-limited, remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. As a component and during the term of the Subscription License, the Licensor shall provide the User with generally available updates and upgrades to the Software, whereas the license shall not include other maintenance and support services.
- 3.2 With the transfer of the Software, the limited term of the Subscription License shall be determined. The Subscription License shall automatically renew by the same term, unless the Licensor or the User terminates the Subscription License giving fourteen (14) days' notice to the end of the then-current term. During the term, ordinary termination of the Subscription License is excluded.
- 3.3 The amount of the license fee depends on the term of the right of use. The license fee is due at the first transfer of the Software and at each extension of the term. The granting of the right of use is subject to the condition that the User pays the license fee due.
- 3.4 The User may use any version of the Software available, but not concurrently. The Licensor may, at its sole discretion, limit the right to use to versions of the Software not more than three (3) years old.

§ 4 Floating License

- 4.1 With a Floating License for Licensor's Cinema 4D, Red Giant and Redshift product lines, the User receives the time-limited, remunerable, non-exclusive, non-transferable and non-sublicensable right to install the Software on any number of devices and to use the Software on one (1) single device per such license, but not on different devices concurrently. A license server must monitor the use and ensure that the licensed number of concurrent uses is not exceeded. The Floating License for Licensor's Cinema 4D and Red Giant product lines are only available as Subscription Licenses under the applicable terms and conditions.

- 4.2 A Floating License for Licensor's Redshift product lines is also available as Perpetual License under the applicable terms and conditions. In such case, the User receives the perpetual, remunerable, non-exclusive, non-transferable and non-sublicensable right to install the Software on any number of devices and to use the Software on one (1) single device per such license, but not on different devices concurrently. A license server must monitor the use and ensure that the licensed number of concurrent uses is not exceeded. When the User purchases the Floating License for Licensor's Redshift product lines as Perpetual License, he also concludes a maintenance agreement pursuant to the Licensor's maintenance terms, whereas the Licensor shall provide the User with maintenance services, including generally available updates and upgrades to the Floating License for Licensor's Redshift product lines, for a limited maintenance period of one (1) year. The parties may separately agree on an extension of the maintenance period pursuant to the Licensor's then-current maintenance terms. The Floating License for Licensor's Redshift product lines shall not include support.

§ 5 Volume License

- 5.1 With a Volume License, the User receives the time-limited, remunerable, non-exclusive, non-transferable and non-sublicensable right to install the Software on any number of devices and to use the Software on one (1) single device per such license, but not on different devices concurrently. The Volume Licenses are only available as Subscription Licenses under the applicable terms and conditions.
- 5.2 During the term of the Volume License, the Licensor shall provide the User with enterprise support services and software trainings pursuant to the Licensor's current terms.
- 5.3 A minimum number of licenses must be purchased in order to qualify for Licensor's Volume Licensing program.

§ 6 Rendering Clients

- 6.1 Rendering Clients grant the User the remunerable, non-exclusive, non-transferable and non-sublicensable right to install and use the render clients included in the Software on devices in the User's (in-house) render farm.
- 6.2 Specific Software may include the application Cinema 4D Team Render Client. The User may install and use the Cinema 4D Team Render Client on up to five (5) devices in the User's render farm at the same time. This right of use is limited in content: The User may only use the Cinema 4D Team Render Client to render 3D computer graphics and animations which the User has created for himself or for third parties. The User may not use the Cinema 4D Team Render Client (1.) outside the User's (in-house) render farm or intranet, (2.) for processing third party data, rendering third party 3D graphics and animations, or other rendering services for third parties, or (3.) in render farms, networks or cloud services of a third party.
- 6.3 If the Software includes a Command Line Render Client, the User may use this Command Line Render Client on the licensed number of devices in the User's (in-house) render farm. This right of use is limited in content: The User may not use the Command Line Render Client outside the User's (in-house) render farm or in networks or cloud services of a third party, or offer commercial rendering services (for the avoidance of doubt, this shall not restrict the use of the Command Line Render Client for rendering own work products for commercial purposes, but, also for the avoidance of doubt, the use of the Command Line Render Client for commercial stand-alone rendering services shall not be permitted). The User may use the Command Line Render Client to render 3D computer graphics and the User is also permitted to render animations that the User has created for himself or for third parties, to process the data of third parties, that are not commercial rendering services. To use the Command Line Render Client in the (in-house) render farm, a third-party control software is required, which is not part of the Software. A license server must monitor the use and ensure that the licensed number of concurrent uses is not exceeded.
- 6.4 The Rendering Clients are available as Perpetual Licenses and Subscription Licenses under the applicable terms and conditions.

§ 7 Licenses for Educational Purposes

- 7.1 An Educational License for students grants the User a time-limited, non-remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently.
- 7.1.1 This right of use is limited personally: The User of an Educational License for students must be a student or pupil at an accredited public or private university or college (including community, junior or vocational college) that grants degrees requiring no less than the equivalent of two (2) years of full-time study, at an accredited public or private primary or secondary school providing full-time instruction, or at a homeschool, defined by applicable homeschooling regulations. The right of use is granted only to Users whose learning activity relates to an area for which the licensed Software is relevant. The Educational License is subject to the User providing proof that he belongs to the group of eligible persons defined above. The User must inform the Licensor immediately if he no longer meets these personal requirements. To verify whether the User meets the requirements, and therefore prevent misuse of the Educational License, the Licensor uses a venture for verification and therefore charges a processing fee to the User.
- 7.1.2 The right of use is limited in content: The User may use the Software under the Educational License exclusively for learning purposes and not directly or indirectly for research, commercial, professional or other profit-making purposes. The User may only use the latest version of the Software. If upgrades or updates of the Software are available, the User shall install these upgrades or updates to be permitted to continue using the Software under the Educational License. The functionalities of the Software may be limited. The Cinema 4D Team Render Client and Command Line Render Client are not licensed under the Educational License. The Educational License shall not include maintenance and support.
- 7.1.3 The right of use is limited in time: The User may use the Software under the Educational License only for as many hours per day as is appropriate for his learning activities. The Educational License shall have a limited term of six (6) months. The term is subsequently extended by further six (6) months until a total term of four (4) years, unless the Licensor or the User terminates the Educational License giving fourteen (14) days' notice to the end of the then-current term.
- 7.1.4 If the Licensor grants a non-remunerable Educational License, the clauses § 13 „Warranty Outside the US and US Warranty Disclaimer“ (other than § 13.2 which shall remain effective) and § 14 „Limitation of Liability“ (other than § 14.2 which shall remain effective) of this License Agreement shall be replaced by the following clauses: (1.) The User acknowledges that the Licensor provides the Software by courtesy, free of charge and „as is“. The Software may have defects that could cause program malfunctions, system failures, loss of data or infringements of third-party rights. The Software does not comply to a specific level of usability, merchantability and fitness for a purpose. The Licensor shall be under no obligation to provide technical maintenance and support, to rectify defects and to restore failed systems and lost data. (2.) Subject to § 13.2 and § 14.2, the Licensor shall be liable without limitations in case of intent and gross negligence; in case of injuries to life, body or health; pursuant to the terms of the German Product Liability Act; and under a guarantee granted by the Licensor. Any other liability of the Licensor shall be excluded.
- 7.2 An Educational License for instructors and classrooms grants the User a time-limited, remunerable, non-exclusive, non-transferable and non-sublicensable right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. An Educational License for instructors and classrooms is only available as Subscription License exclusively for teaching purposes. This license entitles the User to a flexible licensing program with low-cost, per-seat licensing, network and organizational licensing, free curriculum and video tutorials as well as instructor training and certification. With the transfer of the Software, the specific terms and conditions of the license shall be determined.
- 7.2.1 This right of use is limited personally: The User of an Educational License for instructors and classrooms must belong to the group of qualified faculties defined above or be an employee or independent contractor working for a qualified faculty, as defined above. The right of use is granted only to Users whose teaching activity relates to an area for which the licensed Software is relevant. The Educational License is subject to the User providing proof that he belongs to the group of eligible faculties or persons defined above. The User must inform the Licensor immediately if he no longer meets these personal requirements.

- 7.2.2 The right of use is limited in content: The User may use the Software under the Educational License exclusively for teaching purposes and not directly or indirectly for research, commercial, professional or other profit-making purposes. The Licensor and the User may agree separately and differently that the User may use the Software not only for teaching purposes, but also directly or indirectly for business and commercial purposes. The User may only use the latest version of the Software. If upgrades or updates of the Software are available, the User shall install these upgrades or updates to be permitted to continue using the Software under the Educational License. The functionalities of the Software may be limited. The Cinema 4D Team Render Client and Command Line Render Client are not licensed under the Educational License. The Educational License shall not include maintenance and support.
- 7.2.3 The right of use is limited in time: The User may use the Software under the Educational License only for as many hours per day as is appropriate for his teaching activities. With the transfer of the Software, the limited term of the Subscription License shall be determined. The Subscription License shall automatically renew by the same term, unless the Licensor or the User terminates the Subscription License giving fourteen (14) days' notice to the end of the then-current term, or the User fails to prove that he belongs to the group of eligible faculties or persons, as defined above, by the end of the current term or anytime upon the Licensor's request. During the term, ordinary termination of the Subscription License is excluded.
- 7.2.4 The amount of the license fee depends on the term of the right of use. The license fee is due at the first transfer of the Software and at each extension of the term. The granting of the right of use is subject to the condition that the User pays the license fee due.
- 7.3 If the Licensor suspects the misuse of the Educational License or the use of the Software in breach of this License Agreement, especially regarding the personal, content and time limits, the Licensor may deactivate the Software under the Educational License, without precluding further proceedings against the misuse.

§ 8 Trial License

- 8.1 With a Trial License for Licensor's Cinema 4D and Red Giant product lines, the User receives the time-limited, non-remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. This right of use is limited in content: The User may use the Software for testing and evaluating. The use, whether directly or indirectly for business or commercial purposes, for training purposes or for any other purpose (especially other purposes than testing or evaluating), is expressly prohibited. The functions and use of the Software may be restricted. The User may only use one (1) single Trial License of the respective Software per a defined time period due to Licensor's determination. Details regarding this time period are provided on the Licensor's Website. The Trial License for Licensor's Cinema 4D and Red Giant product lines shall have a limited term of fourteen (14) days without automatic renewal. The Trial License for Licensor's Cinema 4D and Red Giant product lines shall not include updates, upgrades, maintenance and support.
- 8.2 With a Trial License for Licensor's Redshift product lines, the User receives the perpetual, non-remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. The Trial License for Licensor's Redshift product lines only renders with watermarks. This right of use is limited in content: The User may use the Software for testing and evaluating. The use, whether directly or indirectly for business or commercial purposes, for training purposes or for any other purpose (especially other purposes than testing or evaluating), is expressly prohibited. The functions and use of the Software may be restricted. The Trial License for Licensor's Redshift product lines shall not include updates, upgrades, maintenance and support.
- 8.3 If the Licensor grants a Trial License, the clauses § 13 „Warranty Outside the US and US Warranty Disclaimer" (other than § 13.2 which shall remain effective) and § 14 „Limitation of Liability" (other than § 14.2 which shall remain effective) of this License Agreement shall be replaced by the following clauses: (1.) The User acknowledges that the Licensor provides the Software by courtesy, free of charge and „as is". The Software may have defects that could cause program malfunctions, system failures, loss of data or infringements of third-party rights. The Software does not comply to a specific level of usability, merchantability and fitness for a purpose. The Licensor shall be under no obligation to provide technical maintenance and support, to rectify defects and to restore failed systems and lost data. (2.) Subject to § 13.2 and § 14.2, the Licensor shall be liable without limitations in case of intent and gross negligence; in case of injuries to life, body or health; pursuant to the terms of the German Product Liability Act; and under a guarantee granted by the Licensor. Any other liability of the Licensor shall be excluded.

- 8.4 The Trial License may be converted into a Perpetual License or Subscription License under the terms and conditions in effect. Trial Licenses are not available for Users holding a Perpetual License or Subscription License.

§ 9 Free License

- 9.1 The Licensors may, from time to time and at its sole discretion, allow the User to use a specific Software without obligation to pay a license fee. With a Free License, the User receives the time-limited, non-remunerable, non-exclusive, non-transferable, non-sublicensable and personalized ("named-user") right to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices concurrently. The Free License shall have a limited term of one (1) month and shall automatically renew for successive terms of one (1) month, unless the Licensors or the User terminates the Free License giving seven (7) days' notice to the end of the then-current term. The Free License shall not include updates, upgrades, maintenance and support.
- 9.2 If the Licensors grants a Free License, the clauses § 13 „Warranty Outside the US and US Warranty Disclaimer" (other than § 13.2 which shall remain effective) and § 14 „Limitation of Liability" (other than § 14.2 which shall remain effective) of this License Agreement shall be replaced by the following clauses: (1.) The User acknowledges that the Licensors provides the Software by courtesy, free of charge and „as is". The Software may have defects that could cause program malfunctions, system failures, loss of data or infringement of third-party rights. The Software does not comply to a specific level of usability, merchantability and fitness for a purpose. The Licensors shall be under no obligation to provide technical maintenance and support, to rectify defects and to restore failed systems and lost data. (2.) Subject to § 13.2 and § 14.2, the Licensors shall be liable without limitations in case of intent and gross negligence; in case of injuries to life, body or health; pursuant to the terms of the German Product Liability Act; and under a guarantee granted by the Licensors. Any other liability of the Licensors shall be excluded.

§ 10 General License Terms

- 10.1 The registration of the Software and the right of use are bound to the User and cannot be transferred or sublicensed to third parties without the Licensors' prior consent. If the applicable license model provides that the license is personalized and allocated to a specific named-user, the right of use may only be transferred to another named user if the Licensors is informed by the User and agreed to such transfer. Any transfer of the right of use must be documented by the Licensors, the User and the third party assignee. Details regarding the transfer process are provided on the Licensors' Website. Certain license models do not allow any transfer or assignment of the right of use.
- 10.2 The User may only install and use the Software on several devices concurrently if the applicable license model expressly permits this or if the Licensors expressly permits him to use the Software for other purposes.
- 10.3 Except as set forth in the above-mentioned right of use, the User may not copy, rework, decompile, reverse-engineer, distribute, modify or reproduce the Software except to the limited extent, if any, that applicable law permit such acts notwithstanding any contractual prohibitions. Other uses and exploitations of the Software are not permitted to the User. In particular, the User may not make publicly accessible, rent or otherwise enable third parties to use the Software.
- 10.4 The User's right of use ends with the expiry of the term of this License Agreement in the case of time-limited license models, and with all license models if the Licensors terminates this License Agreement because the User has not paid the license fees owed and due, or the Licensors or the User terminates this License Agreement for good cause. The User must then cease all use of the Software immediately and completely and delete or destroy all copies. Already paid license fees will not be refunded.
- 10.5 The User shall take reasonable precautions in case the Software does not function properly. He shall test the Software prior to productive use, in particular with regard to its usability for the intended purpose. Furthermore, he shall save his data according to state of the art and ensure that data from a data stock in machine-readable format can be reproduced with reasonable effort.
- 10.6 The User shall use appropriate safeguard measures for the Software and against access and use by unauthorized third parties.
- 10.7 The User shall not remove or change copyright notices, serial numbers or other features of the Software that serve as identification. He must carefully store the registration codes provided to him by the Licensors and protect them from access by unauthorized third parties.

§ 11 Updates and Upgrades

- 11.1 The Licensor may, from time to time and at its sole discretion, develop and provide to the User updates of the Software for the purpose of remedying defects and with improved functions as well as upgrades with extended functions.
- 11.2 The right to use the updates and upgrades is based on the applicable license model and the User's right to use the Software. The User is only entitled to use an update and upgrade if the User has the right to use the Software. An update or upgrade does not give the User any additional or extended right of use to the licensed Software.
- 11.3 If the Licensor provides the User with an update to ensure the stipulated use of the Software or to remove a defect, the User must install the update to continue to use the Software in accordance with this License Agreement. The Licensor is not responsible for defects and damages caused by the User not installing the update. The User only has a claim against the Licensor for the provision of updates and upgrades if the applicable license model expressly provides this.

§ 12 Breach of Copyright

- 12.1 If the User breaches this License Agreement, uses the Software without the required right of use or otherwise infringes the Licensor's intellectual property rights, the right of use granted in this License Agreement shall immediately become invalid and the Licensor may terminate this License Agreement without notice. The User must then cease all use of the Software immediately and completely and delete or destroy all copies. The Licensor's other rights, claims and measures against the User remain reserved.
- 12.2 The Software includes technical protective measures against unauthorized use and for the administration of rights. The protective measures prevent the User from using the Software in a way, for a purpose or to an extent that does not correspond to the applicable license model and violates this License Agreement. The protective measures collect data about the registration of the Software, the device, system and network in which the Software is installed and used, including IP and Computer/OS identification, and about the number and duration of usages. This data is transmitted to the Licensor via a communication interface of the Software via network connections and the Internet. The Licensor processes the data to fulfill this License Agreement and to protect the Software from unauthorized use. The User may not remove or circumvent the protective measures and may not use the Software without the protective measures. Deactivating the „Send information to Licensor“ function in the Software does not deactivate the protective measures.

§ 13 Warranty outside the US and US Warranty Disclaimer

- 13.1 If the User is a natural person and lives outside the United States, or if the User is a legal entity and its principal place of business is located outside the United States, the following shall apply:
 - 13.1.1 The Licensor provides the Software to the User free from defects of quality and title and within the scope of statutory warranty. The Software must only have the standard functions described in the documentation. It does not constitute a defect if the Software does not meet special requirements or expectations of the User.
 - 13.1.2 The Licensor is not obliged to remedy defects of quality or title caused by (1.) the use of the Software contrary to the provisions of this License Agreement, (2.) the use of the Software in systems or in connection with hardware and software that are unsuitable for this purpose and have not been released by the Licensor, or (3.) alterations of the Software by the User unless the User can prove that the defect was not caused thereby.
 - 13.1.3 The User's notice of defects must provide a comprehensible description of the defect, occurrence and circumstances. The notice of defect shall also include evidence that illustrates the defect (e.g. written recordings or video sequences) and enable the Licensor to reproduce and detect the defect. All reasonable costs incurred by the Licensor in connection with an unjustified notice of defect shall be reimbursed by the User.
 - 13.1.4 If the User is held liable by a third party because the use of the Software under this License Agreement infringes the property rights of the third party, the User is obliged to inform the Licensor immediately, assign the defense against these claims to the Licensor and to reasonably assist the Licensor at the Licensor's expense in defending such claim.

13.1.5 The User's claims for material defects and defects of title shall expire after twenty-four (24) months if the User is a consumer, otherwise after twelve (12) months.

13.2 IF THE USER IS A NATURAL PERSON AND LIVES IN THE UNITED STATES, OR IF THE USER IS A LEGAL ENTITY AND ITS PRINCIPAL PLACE OF BUSINESS IS LOCATED IN THE UNITED STATES, THE SOFTWARE IS DELIVERED TO USER „AS IS“ AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR FURTHER DISCLAIMS ANY WARRANTY THAT (1.) THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS OR WILL BE SECURE OR ERROR-FREE, (2.) THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, (3.) THE QUALITY OF THE SOFTWARE WILL MEET THE USER'S EXPECTATIONS, OR (4.) ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE LICENSOR SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ANY ACTIONS RESULTING FROM THE USER'S USE OF ANY SOFTWARE. THE USER MAY USE AND ACCESS THE SOFTWARE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF AND ACCESS TO ANY SOFTWARE.

§ 14 Limitation of Liability

14.1 If the User is a natural person and lives outside the United States, or if the User is a legal entity and its principal place of business is located outside the United States, the following shall apply:

14.1.1 The Licensor is liable without limitation for intent and gross negligence, for injury to life, limb or health, in accordance with the provisions of the German Product Liability Act or in the case of an assumed guarantee.

14.1.2 The Licensor's liability for slightly negligent violations of primary obligations is limited to direct damages, which are typical for this License Agreement and were foreseeable when it was concluded. Primary obligations are obligations on the part of the Licensor which enable the fulfillment of this License Agreement, i.e., which are prerequisites for the execution of this License Agreement and on which the User must be able to rely. In case of slight negligence the Licensor is not liable for lost profit on the part of the User.

14.1.3 Otherwise the Licensor's liability is excluded.

14.1.4 This limitation of liability also applies to the personal liability of the Licensor's employees, representatives and organs.

14.2 IF THE USER IS A NATURAL PERSON AND LIVES IN THE UNITED STATES, OR IF THE USER IS A LEGAL ENTITY AND ITS PRINCIPAL PLACE OF BUSINESS IS LOCATED IN THE UNITED STATES, SUBJECT TO APPLICABLE LAW, THE FOLLOWING APPLIES:

14.2.1 THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SOFTWARE OR THE RESULTS THEREOF. THE LICENSOR WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; AND

14.2.2 THE LICENSOR SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE LICENSEE FEES FOR THE SOFTWARE PAID BY THE USER DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

§ 15 Data Protection

- 15.1 The Licensor complies with applicable law when processing personal data. Information on data protection and the Licensor's data protection declaration are available at our Website (<https://www.maxon.net/en/legal/privacy-policy>).
- 15.2 If the Software has the function „Send information to Licensor“, the User can activate and deactivate this function while using the Software, whereas this function is activated by default. Activating this function causes the Software to automatically send software and hardware information to the Licensor from time to time via the existing network connection. This information includes, but is not limited to, the version and area and language settings of the Software, system information about the hardware and data about the use, configuration and problems encountered with the Software. The contents and files created and processed by the User are not sent to the Licensor with this function. The Licensor processes and uses the information sent for statistical purposes and to improve its products and services and will only pass it on to third parties or use it for other purposes with the User's consent. The Licensor does not link the information sent to personal data and does not use it to identify the User or create user profiles.

§ 16 Export Controls, Government Users

- 16.1 The User may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (1) into any U.S.-embargoed countries or (2) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, the User represents and warrants that he is not located in any such country or on any such list. The User also agrees that he will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.
- 16.2 The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

§ 17 General Terms

- 17.1 In Subscription Licenses, the Licensor may amend the terms of this License Agreement in full or in part as follows: the Licensor shall notify the User of the amendment in text form at least six (6) weeks before it takes effect. If the User does not agree with the amendment to the License Agreement, he may object to the amendment with a period of twenty (20) days before the intended date of entry into force of the amendment. The objection must be made in text form. If the User does not object, the change shall be deemed to be approved by him and the amendment shall replace the prior License Agreement. The Licensor will specifically draw the User's attention to the intended consequence of his conduct when notifying him of the amendment to the License Agreement.
- 17.2 If this License Agreement is written in several languages, only the English version is binding and the other versions are for informational purposes only.
- 17.3 If any provision of this License Agreement is held to be invalid, unenforceable, or incomplete, the remainder of this License Agreement shall continue in full force and effect. The invalid or unenforceable provision or the filling of the gap shall be replaced by the statutory provisions.

- 17.4 If the User is a natural person and lives in the United States, or if the User is a legal entity and its principal place of business is located in the United States, then the laws of the United States of America and the State of California govern all matters arising out of or relating to this License Agreement without giving effect to any conflict of law principles, and each of the parties irrevocably consents to the exclusive jurisdiction of the federal courts of the Central District of California and the state courts located in Ventura County, California, as applicable, for any matter arising out of or relating to this License Agreement, except that in actions seeking to enforce any order or any judgment, such jurisdiction will be non-exclusive.

If the User is a natural person and lives outside the United States, or if the User is a legal entity and its principal place of business is located outside the United States, the law of the Federal Republic of Germany shall apply to all matters arising out of or relating to this License Agreement. If the law of the Federal Republic of Germany applies and if the User is a company, a legal entity under public law or a holder of special assets under public law, Frankfurt am Main, Germany, shall be the exclusive place of jurisdiction.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this License Agreement. The parties further agree to waive and opt-out of any application of the United States Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form.

Status: March 2021