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1. Grant of License

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ASGVIS grants you the following rights, provided that you comply with all terms and conditions of this Agreement. This Agreement permits you to use the Software (a) as a single user using the Software's user interface on only one computer at one location at any one time, (b) for up to ten running copies of the Software for distributed rendering at any one time; and (c) in an unlimited number of running copies for network (frame-by-frame) rendering.

2. Interpretation & Definitions

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In this Agreement unless the context otherwise states:

“Documentation” means the technical manuals, user manual and other information which is being made available by ASGVIS to you in either printed or machine-readable form.

“Software” means the software that accompanies this Agreement, which includes computer software and may include associated media, printed materials, “online” or electronic documentation, and internet-based services.

“Use” means to access, install, download, copy or otherwise benefit from using the functionality of the Software.

“VRay for SketchUp” means the "VRay" rendering plug-in for SketchUp.

### 3. Intellectual Property Ownership

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The Software, including, but not limited to, the Documentation, are the intellectual property of and are owned by ASGVIS. The structure, organization and code of the Software are valuable trade secrets and confidential information of ASGVIS. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. This Agreement grants to you the limited license to use the Software as provided in this Agreement, and does not grant you any other intellectual property rights in the Software. All rights not expressly granted are reserved by ASGVIS.

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You agree that ASGVIS may collect and use technical information gathered as part of the product support services that may be provided to you, if any, related to the Software. ASGVIS may use this information solely to improve its product or to provide services or technology to you and will not disclose this information in a form that personally identifies you.

### 5. Restrictions

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Except as otherwise expressly stated in this Agreement, or otherwise expressly permitted by law, you shall not:

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- (b) Adapt or reverse compile or engineer the whole or any part of the Software;
- (c) Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software or use the Software on behalf of any third party, or make available the same to any third party without the prior written consent of ASGVIS;

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7. Exclusion of Incidental, Consequential and Certain Other Damages

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASGVIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH

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9. Indemnities  
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You shall indemnify ASGVIS, and keep ASGVIS fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which ASGVIS may sustain or incur, or which may be brought or established against ASGVIS by any person, which in any case arise out of or in relation to, or by reason of: any breach by you of your obligations under this Agreement; any alteration, modification, adjustment or enhancement made by you to the Software; or any combination, connection, operation or use of the Software with any other equipment, software or documentation not supplied by ASGVIS.

10. Termination  
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This Agreement is effective until terminated. Without prejudice to any other rights, ASGVIS may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In the event of such termination, you must destroy all copies of the Software and all of its component parts.

11. Entire Agreement  
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This Agreement (including any addendum or amendment to this Agreement which is included with the Software) is the entire agreement between you and ASGVIS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject

matter covered by this Agreement. To the extent the terms of any ASGVIS support services conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## 12. Applicable Law

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This Agreement is governed by the laws of the State of Maryland. No action pursuant to this Agreement shall be enforceable or effective unless such action is brought in a court situated in or having jurisdiction over Baltimore City, Maryland, which venue is exclusive. You consent to jurisdiction of such courts to yourself and the subject matter of this Agreement. You agree that the Uniform Computer Information Transactions Act, Annotated Code of Maryland, Commercial Law §22-101 et seq ("UCITA"), shall not apply to this Agreement to the extent allowable by law.

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