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To the maximum extent permitted by applicable law, the Licensor Parties shall not be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, the Software, even if an Licensor Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the Licensor Parties arising out of or in connection with this Agreement or the Software will not exceed the greater of (A) the total amounts you have paid (if any) to Licensor for the particular Software to which the liability relates during the twelve (12) months immediately preceding the events giving rise to such liability or (B) Five Hundred Dollars (USD \$500). These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in this Agreement will prejudice the statutory rights that you may have as a consumer of the Software.

7. Termination

Without limiting any other rights of Licensor, this Agreement will terminate automatically without notice if you fail to comply with any of its terms and conditions. You may also terminate this Agreement by deleting all copies of the Software. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Software in your possession.

Sections 2, 4-10, 11-13 will survive any termination of this Agreement.

8. Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of North Carolina, U.S.A., and any dispute will be resolved in accordance with the laws of North Carolina, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the Superior Court of Wake County, State of North Carolina or the United States District Court for the Eastern District of North Carolina. You agree to the exclusive jurisdiction and venue of these

courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

9. Class Action Waiver

You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Software or this Agreement. You also agree not to seek to combine any action or arbitration related to the Software or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

10. U.S. Government Matters

The Software is a “Commercial Item” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Software is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees under this Agreement.

You represent and warrant to Licensor that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Amendments of this Agreement

Licensor may issue an amended Agreement at any time in its discretion by posting the amended Agreement on its website or by providing you with digital access to the amended Agreement through the Software or other means. You are not required to accept the amended Agreement. However, in order to download or use a new version of the Software, you must accept the amended Agreement. If you do not accept the amended Agreement, you may not download or use any new version of the Software that is made available by Licensor contemporaneously with or after the issuance of that amended Agreement (but this will not terminate your license for the Software that you downloaded prior to the issuance of the amended Agreement). By using any new version of the Software after the amended Agreement becomes effective or otherwise indicating your acceptance of the amended Agreement, you are agreeing to be bound by the terms of the amended Agreement.

12. Assignment

You may not, without the prior written consent of Licensor, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. If restrictions on transfer of the Software in this Agreement are not enforceable under the law of your country, then this Agreement will be binding on any transferee of the Software. Licensor may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement without notice to you.

13. Definitions

As used in this Agreement, the following capitalized words have the following meanings:

“Feedback” means any feedback or suggestions that you provide to Licensor regarding the Software or other Licensor products and services.

“Licensor” means Ka-Ra SAS, registered under company registration number 453 903 114 RCS Strasbourg and having its principal business office at 39-41 Rue Du Jeu Des Enfants, 67000 Strasbourg, France

“Software” means Licensor’s proprietary application known as Twinmotion. The term “Software” also includes any plugins, patches, updates, and upgrades to such Software, and all related content and documentation provided with or for the Software, additionally including but not limited to all software code, titles, themes, objects, characters, names, dialogue, catch phrases, locations, stories, artwork, animation, concepts, sounds, audio-visual effects, methods of operation, and musical compositions that are related to such Software, and any copies of any of the foregoing.

14. Miscellaneous

This Agreement constitutes the entire agreement between you and Licensor relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to the furthest extent possible under applicable law and the remaining terms of this Agreement will

remain in full force and effect.

Any act by Licensor to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Licensor's obligations are subject to existing laws and legal process, and Licensor may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.