

End-User License Agreement (hereinafter "EULA")

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BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PRODUCT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PRODUCT.

Recitals:

"**vrbn studios**" is a business unit of vrbn group AG, a company incorporated under the laws of Switzerland. vrbn studios is the creator and legal owner of the Product.

"**Product**" is the licensed 3D building, 3D building pack, similar 3D object (such as 3D street or park furniture), related script or software code created by vrbn studios and includes the original and all whole or partial copies of 3D content, 3D models, assets, props or textures, images, text, recordings or pictures (in industry-standard file formats such as .fbx, .hip, .mb, .tif, .jpg, .mp4, etc.), scripts or software codes and additional data (such as import or data modification scripts or software codes), as well as license use documents and further documentation. The Product is a package of downloadable archive files (or files pointing to the download location). The resulting downloads are essentially 3D objects and additionally needed data, which may be used in various game engines or 3D software packages.

"**You**" and "**Your**" refer to either an individual or a single legal entity.

"**Order**" is the order whereby You legally enter an agreement to use the Product with vrbn studios by filling in the according purchasing method and accepting the purchase conditions. The Product can be licensed in multiple ways, such as online stores, vrbn studios' online shop (vrbn.io/shop), mail orders, or website forms. The Product may be licensed by one-time fee, time-based subscription, or specific agreement. In the Order, the price and exact scope of Your license and the according permitted use are defined. By accepting and confirming the Order, You explicitly also accept this EULA.

1. Entitlement

License

The Product is owned by vrbn studios and is copyrighted and is licensed, not sold. Licenses may, up to the sole discretion of vrbn studios, be offered in different forms or versions, e.g., licensed only in certain geographic regions or for a specific use.

The Product, particularly when delivered in native file formats such as .mb/.hip/.unitypackage, may require licenses of other products from other companies such as SideFX Houdini or Unity Technologies Unity3D. Please consult the respective licensing details for these other products.

vrbn studios grants You a non-exclusive license to use the Product when You lawfully acquire it by agreeing to the conditions set forth by the Order and this EULA. Such product dependencies are communicated in the description of vrbn studios products.

You may:

- 1) use the Product up to the number of licenses (typically for a given "number of users"). One or more license authorizations or site/enterprise licensing agreements may apply. Specific licenses may be granted only to individual people or entities. The specific details are set forth and agreed upon in the Order.
- 2) use the license for the licensed period only. Multiple time periods may apply (e.g., monthly, indefinite). The specific details are set forth and agreed upon in the Order.
- 3) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Product. It is forbidden to remove any copyright or ownership legends.

You will ensure that anyone who uses the Product (accessed either locally or remotely) does so only for Your authorized use and in compliance with the terms of this EULA and the Order.

Any documentation provided with the Product may contain errors and may be incomplete.

You may:

- 1) **not** use, copy, modify, alter or distribute the Product except as provided in this EULA and the Order.
- 2) **not** reverse assemble, reverse compile, reverse engineer, or otherwise translate the Product except as expressly permitted by law without the possibility of contractual waiver.
- 3) **not** sublicense, rent, lease, sell or otherwise dispose of the Product or **any part** of the Product to **any other party**. Please note: Some key parts are watermarked, e.g., 3D assets or props (any file format), Textures (any file format), Scripts or other computer codes, etc.
- 4) **not** use the Product for training generative AI (common umbrella term, the meaning extends beyond specific technicalities) or as a base for (still image or video based) AI style transfers, unless vrbn studios specifically agrees per type of intended use by written consent.

Further and explicitly, You are **prohibited** to sublicense, rent, lease, copy, distribute, sell, or otherwise dispose directly or indirectly of **derived products or components** apart from vrbn studios' intended commercial or non-commercial use for the Product. Examples of such derived products are textured, non-textured, or re-textured 3D models, packs, or libraries (e.g., sold on websites such as www.turbosquid.com, www.textures.com, www.shutterstock.com), textures, packs, or libraries, etc., speculative blockchain tokens, e.g. non-fungible tokens (NFTs), or virtual real estate of any form, synthetic data for machine learning or training generative AI of any kind, and the like.

Attempt to do so without written consent is void and constitutes a breach of law and this EULA and the according Order, leading to the **immediate annulment** of the license granted. In the event of non-compliance with the present license agreement, a **contractual penalty in the amount of CHF 50,000 per incident** is stipulated, payable to vrbn studios.

For any questions relating to the license, special license agreements such as non-commercial use, or similar, please contact us at studios@vrbn.io.

Product Transfer

You may transfer a Product and all Your license rights and obligations to another party. vrbn studios **must** be informed beforehand about that transfer and **must agree to it in written form** (typically by email). Further, that other party must agree to the terms of this EULA and the existing Order. When

You transfer the Product, You must also transfer a copy of this agreement. After the transfer, You may not use the Product.

Any attempt to transfer the Product without consent is void.

vrbn studios has the right to insist on the termination of the license and issuing a new license (new Order needed) for reasons of efficiency.

Termination of Rights

vrbn studios may terminate Your license if You fail to comply or vrbn studios has reasonable cause to believe that You are not complying with the license terms of this EULA and/or the Order, e.g., by failing to pay the applicable license fee. If vrbn studios does so, You must delete/destroy all copies and parts of the Product or return them to vrbn studios.

The same holds true if:

- 1) You terminate this EULA and/or the license set forth under the Order.
- 2) the term of the license set forth in the Order has expired.

2. License Fee

The amount payable for a Product license is typically a one-time fee or a continued temporal subscription fee as defined and agreed upon in the Order. Other types of fees or payment methods may apply. The specific details are set forth and agreed upon in the Order.

Pricing may vary (e.g., EDU licenses or pricing per geographic region or temporary discounts). Pricing may change over time and will be communicated to licensees in a reasonable time frame. For licenses entered for an unlimited term which are continuously billed on a monthly or other periodical basis, vrbn studios has the unilateral right to adjust the price within reasonable limits.

If any authority imposes a duty, tax, levy, or fee, excluding those based on vrbn studios' net income, upon the Product, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any applicable personal property taxes for the Product from the date You acquire it.

vrbn studios will not provide a money-back guarantee for the Product.

3. Limited Warranty

vrbn studios warrants that when the Product is used in the specified operating environment, it will conform to its specifications. Dependencies on third-party tools products may lead to unforeseen results or flaws in the functionality provided in the Product, for which vrbn studios does not issue any warranty. vrbn studios does not warrant an uninterrupted or error-free operation of the Product or that vrbn studios will correct all Product flaws. You are responsible for the results obtained from the use of the Product, e.g., correct numbers and results. Especially You have the responsibility to verify if any calculation results are plausible and correct.

Limitations and/or additional desired functionality of the Product (and of third-party tools and third-party products the Product is based on or extends to) are not a defect in the sense of this paragraph and therefore are not subject to reduced payment unless agreed upon with vrbn studios in written form.

The warranty period shall be three (3) months commencing with the supply of the Product.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4. Updates / Upgrades

Product updates and upgrades are developed based on vrbn studios' agenda and product schedule. vrbn studios does **not** guarantee release dates, features implementations, specific bug fixes, or rectification of any flaw.

5. Support

vrbn studios provides support explaining the basic use of the Product. Support may be handled in the form of a general FAQ or via support email (support@vrbn.io). vrbn studios does not provide support for other tools or third-party products or help on specific projects.

A Single Point of Contact (SPoC) shall be defined by You for all support inquiries.

For other related commercial services, contact us at solutions@vrbn.io.

6. Limitation of Liability

Circumstances may arise where, because of a Default on the part of vrbn studios or other liability, You are entitled to recover damages from vrbn studios. In each such instance, regardless of the basis on which You may be entitled to claim damages from vrbn studios (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), vrbn studios is liable for no more than 1) damage for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Product that is the subject of the claim.

Irrespective of the legal cause, vrbn studios pays for damages as follows:

- a) In case of malintent, vrbn studios shall be fully liable.
- b) In the event of negligence and if vrbn studios guaranteed the quality standard of the Product, vrbn studios shall be liable for the amount of the foreseeable damage which is to be prevented by the duty to take due care or the guarantee.
- c) In the event of slight negligence, vrbn studios shall be liable for compensation of the typical and foreseeable damage in case of default, impossibility, and breach of a principal obligation or a material obligation that impair the execution of the Order; whereas the compensation shall be limited to the remuneration due under the respective Order.

vrbn studios' entire liability for actual damages for any one Default will not, in any event, except as provided in item 1) above, exceed the greater of the amount You paid for the Product directly relating to the default. These limits also apply to vrbn studios' suppliers and Product developers. They state the maximum for which vrbn studios, such suppliers and Product developers are collectively responsible.

UNDER NO CIRCUMSTANCES IS VRBN STUDIOS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. LOSS OF, OR DAMAGE TO, DATA.
2. INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES. OR
3. LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES OR LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

7. General Terms

1. Nothing in this EULA or the Order affects consumers' statutory rights that cannot be waived or limited by contract.
2. In the event that any provision of this EULA or the Order is held to be invalid or unenforceable, the remaining provisions remain in full force and effect.
3. You agree to comply with all applicable export and import laws and regulations.
4. You agree to allow vrbn studios to store and use Your contact information, including names, phone numbers, and email addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship and may be provided to contractors, Business Partners, and assignees of vrbn studios for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and market research).
5. Neither You nor vrbn studios will bring a legal action under this agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
6. Neither You nor vrbn studios is responsible for failure to fulfill any obligations due to causes beyond its control.
7. This agreement will not create any right or cause of action for any third party, nor will vrbn studios be responsible for any third-party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which vrbn studios is legally liable.
8. vrbn studios has the right to rename, rebrand or discontinue the Product.

8. Governing Law and Jurisdiction

Governing Law

Both You and vrbn studios consent to the application of the laws of Switzerland to govern, interpret, and enforce all Your and vrbn studios' rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this EULA and the Order, without regard to conflict of law principles.

Place of Venue

Sole Place of venue for any legal dispute that might arise out of this EULA and/or the Order shall be the Commercial Court of Zurich (in German: Handelsgericht Zürich) in Zurich, Switzerland.