

## **END USER LICENSE AGREEMENT – PULLDOWNIT**

**Carefully read this License Agreement before using this software. Use of the Software implies that you fully accept the terms of this Agreement**

1. Thinkinetic grants the end user license to you for the Pulldownit version 2.x Software under the terms and conditions set forth in this document. The terms and conditions contained herein may be subject to change without prior notice, when Thinkinetic considers appropriate.
2. Thinkinetic expressly states that it is the owner of the software for which the user license is granted. Therefore, any resulting Intellectual Property rights that may arise on the software shall belong to Thinkinetic.
3. Thinkinetic grants and you accept a user license for Pulldownit version 2.x for Autodesk Maya software or Autodesk 3DS Max software but not both, equally the license is valid for Windows OS or MAC OS X but not both. This license comprises the software, and instruction and user manuals which are delivered and considered part of the software.

The license shall be strictly personal, non-transferable and non-exclusive, and does not under any circumstance confer ownership thereof. You may not rent, lease, lend, redistribute, transfer or sublicense the Software or its use.

The software may either be used by a single registered person or organization who uses the software personally on one computer, or installed on a single workstation used non simultaneously by multiple people, but not both. Multiple users using multiple machines/workstations need multiple Standard licenses.

You may access the Software via a network, provided that you have obtained sufficient Standard licenses for each individual user that will access the Software through the network, and to cover all workstations that will access the Software through the network. Each workstation must have its own product license, or use a multiple license scheme.

4. The user undertakes to respect the rights corresponding to him, assuming the following obligations:
  - Prevent third parties from using the software without express prior written consent from Thinkinetic.
  - Prevent any total or partial copy or reproduction of the software. As an exception, the user may be authorized to create a security copy for this purpose only, for filing and for safety, and the user is liable for the safekeeping of such copy and for any misuse which may be made of it. The reproduction of the User's Manual or any other documentation forming part of the software is forbidden.
  - Maintain in good condition any property notices, labels, trademarks, Copyright symbol, or any other property indications in the elements forming the software indicating that Thinkinetic is the proprietor.
  - Inform Thinkinetic of any act of unfair competition or any infringement of intellectual property rights and, in general adopt any necessary measures to assure the confidentiality and the respect of all property rights corresponding to Thinkinetic.
  - The user may not perform any acts involving reverse engineering, decompilation or disassembly of the software.
5. Thinkinetic does not warrant that the Software is appropriate for a specific use, and that it can carry out any specific function. The user must report any defect or error that may be detected to Thinkinetic within 30 calendar days after having received the software.

Should Thinkinetic confirm the defect or error reported and is assured that the anomaly is due to the software itself and of the company's responsibility, Thinkinetic will reimburse the price paid for the software.

Thinkinetic will not be liable for any possible indirect damages caused to the user, including low performance of the software, loss of data, or damage to the user's computer system, which may result from using the software.

In no case shall any liability assumed by Thinkinetic exceed the purchase amount paid by the user for the software.

In the event Thinkinetic observes any defects in the physical carrier incorporating the Software (e.g. CD or DVD), Thinkinetic guarantees that the user will be fully reimbursed or will be given a new carrier in a term not exceeding 30 days. Under no circumstances will the user receive new Software until Thinkinetic has received the defective product. The user is liable for any risk resulting from the results and performance of the Software.

No returns will be accepted once the software has been downloaded or the package has been opened.

6. This Agreement shall be governed and interpreted in accordance with Spanish laws and any conflict arising from the same shall be submitted to Spanish courts.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS USER LICENSE AND  
YOU AGREE TO ABIDE BY SUCH TERMS