

CORE INDIE LICENSE

END USER LICENSE AGREEMENT

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IMPORTANT - READ CAREFULLY. THIS END USER LICENSE AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND KROTHER INC. BY CLICKING "I AGREE" OR "I ACCEPT", OR BY DOWNLOADING, INSTALLING, ACTIVATING, COPYING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, ACTIVATE, OR USE THE SOFTWARE. THIS AGREEMENT CONTAINS A DISCLAIMER OF WARRANTIES (SECTION 17), A LIMITATION OF LIABILITY (SECTION 18), AND A CHOICE OF CALIFORNIA LAW AND EXCLUSIVE VENUE (SECTION 22).

1. DEFINITIONS

Capitalized terms have the meanings set out below or where they are first defined in this Agreement.

1.1 "Account" means a user account registered with Krothe through which you purchase, manage, and activate the License.

1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

1.3 "Business Day" means Monday through Friday, excluding United States federal holidays, determined in the Pacific Time zone.

1.4 "Computer" means a single physical computer. Virtual machines, containers, emulators, cloud or hosted workstations, and other virtualized environments are not Computers.

1.5 "Documentation" means the user guides, help files, and other written materials describing the Software that Krothe makes available.

1.6 "Gross Revenue" means all revenue and income from all sources, before expenses and taxes, including income from sales, services, employment, and contract work, and, for a business entity, any investment, grant, or crowdfunding received.

1.7 "Krothe," "we," "us," and "our" mean Krothe Inc.

1.8 "License" means the Indie License granted under Section 3.

1.9 "License Term" has the meaning given in Section 11.1.

1.10 "Licensed Computer" means the Computer to which a Seat is tied under Section 5.2.

1.11 "Order" means the purchase confirmation issued by Krothe identifying the License tier, the number of Seats, the fees paid, and the date of purchase.

1.12 "Seat" means a single license entitlement to use the Software on one (1) Licensed Computer, by one (1) named individual.

1.13 "Software" means the CORE software product in object code or other executable form, including all of its tools, modules, plug-ins, scripts, installers, Updates, and Documentation provided by Krothe, and all copies of any of them.

1.14 "Updates" means bug fixes, patches, and new versions of the Software that Krothe, in its discretion, makes generally available to holders of Indie Licenses during their License Term.

1.15 "You" and "your" mean the individual who accepts this Agreement or, if the individual accepts on behalf of a business entity, that entity.

1.16 "Your Content" means the models, textures, materials, scenes, levels, data, and other works that you create, edit, import, export, or process using the Software.

2. ACCEPTANCE; AUTHORITY; AGE

2.1 This Agreement governs your purchase and use of the Software under an Indie License. It takes effect on the earlier of the date you accept it or the date you first download, install, activate, or use the Software.

2.2 If you accept this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement.

2.3 You represent that you are at least eighteen (18) years of age, or the age of legal majority where you reside if higher, and are legally able to enter into this Agreement.

3. LICENSE GRANT

3.1 Subject to your continued compliance with this Agreement, including the eligibility requirements in Section 4, and your payment of the applicable fees, Krothe grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the License Term, to install and use one (1) Seat of the Software, by one (1) named individual, on one (1) Licensed Computer, in accordance with the Documentation.

3.2 Subject to Section 4, you may use the Software for personal and commercial purposes, including freelance and client work.

3.3 The Software is licensed, not sold. Krothe reserves all rights not expressly granted to you in this Agreement. No license or other right is granted by implication, estoppel, or otherwise.

4. INDIE ELIGIBILITY REQUIREMENTS

4.1 You may purchase, renew, and use an Indie License only if each of the following requirements is satisfied on the date of purchase or renewal and, for Sections 4.1(b) and 4.1(c), throughout the License Term:

(a) Revenue Limit. The combined Gross Revenue of you and, if you acquire or use the Software for or on behalf of a business entity, of that entity together with its Affiliates, was less than One Hundred Thousand United States Dollars (US\$100,000) during the twelve (12) months immediately preceding the date of purchase or renewal.

(b) Single Indie Seat. You, together with any such business entity and its Affiliates, hold no more than one (1) Indie License at any time, and that Indie License is used by only one (1) named individual.

(c) Larger Organizations. You do not use the Indie License (i) as an employee of, or (ii) while performing services under the direction or control of, or at the premises of, any organization that does not satisfy the Revenue Limit in Section 4.1(a). Any such use requires a Studio or Commercial+ License.

4.2 Each time you purchase or renew an Indie License, you represent and warrant that you satisfy the requirements of Section 4.1.

4.3 If the Gross Revenue described in Section 4.1(a) for any twelve (12) month period ending during a License Term is US\$100,000 or more, you may continue to use the Indie License for the remainder of that License Term, but you may not purchase or renew an Indie License until you again satisfy Section 4.1(a). If you cease to satisfy Section 4.1(b) or 4.1(c), you must promptly obtain a Studio or Commercial+ License for the affected use.

4.4 If you obtain or use an Indie License without satisfying Section 4.1, Krothe may, in addition to any other remedy available to it, terminate the Indie License without refund and require you to purchase Studio or Commercial+ Licenses for all use of the Software.

5. ACCOUNTS, ACTIVATION, AND LICENSE VERIFICATION

5.1 The Software must be activated by signing in with valid Account credentials. Activation and periodic license verification require an internet connection.

5.2 One Computer per Seat. Each Seat is tied to the first Computer on which the Software is activated under it (the "Licensed Computer") and remains tied to that Computer for the entire License Term. A Seat cannot be moved, transferred, or reassigned to a different Computer, and deactivating, uninstalling, or signing out of the Software does not release the Seat.

5.3 Replacement Computers. If a Licensed Computer is permanently lost, stolen, or fails, Krothe may, in its sole discretion and upon receiving information it reasonably requests, issue a replacement License for the remainder of the License Term, to be tied to a new Computer. Requests may be sent to support@krothe.co. Krothe has no obligation to issue a replacement License.

5.4 Computer Identification and Verification. To tie a Seat to its Licensed Computer and to verify it, the Software uses a cryptographic key generated and stored in the Computer's security chip (TPM), where one is available, together with identifiers derived from the Computer's hardware. The Software periodically communicates with Krothe's license servers to verify the License (currently at intervals of approximately seven (7) to fourteen (14) days) and continues to operate without a connection for a limited grace period (currently twenty-one (21) days). The Software may cease to function if the License cannot be verified within the grace period; if the License has expired or been terminated; or if the Computer can no longer be identified as the Licensed Computer (for example, after replacement of its motherboard or security chip, or repeated reinstallation of its operating system), in which case Section 5.3 applies. Krothe may adjust these intervals and periods from time to time.

5.5 No Remote or Virtual Use. You shall use the Software only while physically present at the Licensed Computer. You shall not use, access, or operate the Software (a) remotely, including through remote desktop, remote access, screen-streaming, or similar software or services, or (b) in a virtual machine, container, emulator, cloud or hosted workstation, or other virtualized environment. The Software may detect these circumstances and refuse to run. Showing your screen to others (for example, for review) while you operate the Software at the Licensed Computer is not remote use.

5.6 You must keep your Account credentials confidential and may not share them with any other person. You are responsible for all activity that occurs under your Account. You must notify Krothe promptly at support@krothe.co of any unauthorized use of your Account or credentials.

5.7 Krothe will use commercially reasonable efforts to keep its license servers available, but does not guarantee uninterrupted availability.

6. RESTRICTIONS

6.1 Except as expressly permitted by this Agreement, you shall not, and shall not permit any other person to:

- (a) copy the Software, except as necessary to install and use it in accordance with this Agreement and to make one (1) copy of the installer solely for backup purposes;
- (b) sell, resell, rent, lease, lend, distribute, sublicense, assign, or otherwise transfer the Software, any License, any Seat, or any Account, or make the Software available to any third party, including as a service bureau, hosted service, or time-sharing arrangement;
- (c) permit any person other than the named individual who holds your Seat to use a Seat;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or structure of the Software, except to the extent that applicable law expressly permits such activity notwithstanding this limitation;
- (e) modify, adapt, translate, or create derivative works of the Software, except for configuring the Software through the settings and options it provides;
- (f) bypass, disable, circumvent, or interfere with any activation, license verification, copy protection, or other technical measure in the Software, or use any key, credential, or method not issued by Krothe to access the Software;
- (g) circumvent the one-Computer rule in Section 5.2, including by cloning, imaging, or virtualizing a Licensed Computer, altering or imitating its hardware identifiers or security chip, or copying the Software's license data

to another Computer;

(h) remove, alter, or obscure any copyright, trademark, or other proprietary notice or legend in or on the Software;

(i) use the Software, or any information obtained from it, to develop, train, or improve a product or service that competes with the Software;

(j) use the Software in violation of any applicable law or regulation, or in violation of the terms of any third-party software with which it is used.

7. OWNERSHIP; RESERVATION OF RIGHTS

7.1 The Software, and all copies, modifications, and derivative works of it, together with all intellectual property rights in any of them, are and shall remain the exclusive property of Krothe and its licensors. The Software is protected by copyright and other intellectual property laws and treaties.

7.2 Krothe's names, logos, and product names, including CORE, are trademarks of Krothe Inc. This Agreement does not grant you any right to use them.

8. YOUR CONTENT

8.1 As between you and Krothe, you own all right, title, and interest in and to Your Content. Krothe claims no ownership of Your Content.

8.2 You are solely responsible for Your Content and for obtaining all rights and permissions required for any material you use with the Software.

8.3 If you voluntarily provide any of Your Content to Krothe (for example, to obtain support), you grant Krothe a limited, non-exclusive license to use it solely for the purpose for which you provided it.

8.4 The Software creates, modifies, exports, moves, and submits files and may interact with version control systems. You are solely responsible for maintaining adequate backups of Your Content and your projects.

9. THIRD-PARTY SOFTWARE AND COMPONENTS

9.1 The Software is designed to work with third-party applications, including digital content creation tools, version control systems, and game engines such as Autodesk Maya, Blender, Perforce, and Unreal Engine. Those applications are the property of their respective owners, are not part of the Software, and are not licensed to you under this Agreement. You are solely responsible for obtaining and complying with valid licenses for them. Krothe is not affiliated with, sponsored by, or endorsed by the owners of those applications.

9.2 The Software may include third-party or open-source components that are licensed under their own terms. Those terms govern your use of those components, and nothing in this Agreement limits your rights under them.

9.3 Krothe does not warrant that the Software will be compatible with every version of any third-party application, and is not responsible for changes to third-party applications that affect the operation of the Software.

10. SUPPORT AND UPDATES

10.1 During the License Term, Krothe will provide email support at support@krothe.co for the installation, activation, and use of the Software. Krothe will use commercially reasonable efforts to send an initial response within three (3) Business Days of receiving a support request. An initial response is an acknowledgment or first reply and is not a commitment to resolve the issue within that time.

10.2 Support does not include: issues caused by third-party software, hardware, operating systems, or networks; modified or unsupported versions of the Software; custom development, integration, or pipeline consulting; or on-site services.

10.3 During the License Term, you may download, install, and use Updates made available to holders of Indie Licenses. Krothe determines the content and timing of Updates in its sole discretion and has no obligation to

release any Update or any particular feature. Updates are part of the Software and are governed by this Agreement.

10.4 Support and access to Updates end when the License Term ends.

11. LICENSE TERM; NO AUTOMATIC RENEWAL; EXPIRATION

11.1 Unless otherwise stated in the Order or extended by Krothe in writing, the term of each License (the "License Term") begins on the date of purchase shown in the Order and continues for one (1) year.

11.2 Licenses do not renew automatically, and you will not be charged again unless you make a new purchase. To continue using the Software after a License Term ends, you must purchase a new License and satisfy the eligibility requirements in Section 4 at that time. Purchasing a new License for the following term is referred to in this Agreement as a "renewal."

11.3 When a License Term ends, all rights granted for that License Term end, and the Software will cease to function under the expired License. Your Content remains yours.

12. FEES; TAXES; REFUNDS

12.1 Fees are due in full at the time of purchase, as shown at checkout. Payments are processed by a third-party payment processor.

12.2 Fees are exclusive of taxes. You are responsible for all sales, use, value-added, goods and services, and similar taxes, duties, and charges that apply to your purchase, other than taxes on Krothe's net income.

12.3 ALL FEES ARE NON-REFUNDABLE, except where Krothe elects, in its sole discretion, to issue a refund, or where a refund is required by applicable law.

12.4 If any refund is issued, in whole or in part, the License to which the refund relates terminates immediately upon issuance of the refund, and all related Seats and Computer activations are revoked.

12.5 If you initiate a chargeback or payment reversal for any fees, Krothe may suspend the related License until the matter is resolved, and may terminate it if the chargeback or reversal is not withdrawn.

13. COMPLIANCE VERIFICATION

13.1 No more than once in any twelve (12) month period, upon Krothe's written request, you will provide, within fifteen (15) days, a written certification and reasonable supporting information confirming that you satisfy the eligibility requirements in Section 4.

13.2 If you do not provide the certification, or if it shows that you do not satisfy Section 4, Section 4.4 applies.

14. DATA COLLECTION AND USE

14.1 To activate and verify the License, the Software transmits to Krothe's license servers your Account sign-in, a one-way identifier derived from your Computer, one-way hashes of identifiers of its motherboard, processor, boot drive, and network adapter (the underlying serial numbers are not sent), the public part of a key generated in its security chip together with signatures made with that key, the name of the Computer, its operating system, and the version of the Software. Krothe's servers may also process the internet address from which requests are made in order to protect against misuse.

14.2 Krothe uses this information only to provide, administer, and secure the License, to prevent fraud and misuse, to provide support, and to comply with law. Krothe does not sell this information. Krothe retains it for as long as reasonably necessary for those purposes.

14.3 Krothe may send you emails relating to your License, Account, security, purchases, and support.

15. FEEDBACK

If you provide suggestions, ideas, or other feedback about the Software, you grant Krothe a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate that feedback for any purpose, without obligation or compensation to you.

16. TERMINATION; EFFECT OF TERMINATION; SURVIVAL

16.1 This Agreement, as it applies to each License, terminates automatically at the end of that License's License Term, unless terminated earlier under this Section 16 or Section 12.

16.2 Krothe may terminate this Agreement and any License, effective upon written notice, if you breach this Agreement and fail to cure the breach within ten (10) days after notice. Krothe may terminate immediately upon notice, without an opportunity to cure, if you breach Section 4, Section 5.2, Section 5.5, Section 5.6, or Section 6, or if you infringe or misappropriate Krothe's intellectual property.

16.3 You may terminate this Agreement at any time by ceasing all use of the Software and uninstalling it. Termination by you does not entitle you to a refund.

16.4 Upon any expiration or termination, you must immediately cease all use of the Software under the affected License and uninstall and destroy all copies of the Software in your possession or control. Termination due to your breach does not entitle you to any refund.

16.5 Sections 1, 6, 7, 8, 9, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, and any other provision that by its nature should survive, will survive any expiration or termination of this Agreement. Section 13 survives for one (1) year after expiration or termination.

17. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, UPDATES, SUPPORT, AND LICENSE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. KROTHER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. KROTHER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR ERROR, BE COMPATIBLE WITH ANY THIRD-PARTY SOFTWARE, OR PRESERVE ANY DATA, OR THAT ANY ERROR WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KROTHER CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

18. LIMITATION OF LIABILITY

18.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KROTHER OR ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA OR CONTENT, OR COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF KROTHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KROTHER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE WILL NOT EXCEED THE TOTAL FEES YOU ACTUALLY PAID TO KROTHER FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18.3 THE LIMITATIONS IN THIS SECTION 18 DO NOT APPLY TO LIABILITY FOR FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, VIOLATION OF LAW, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR TO ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN AND APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. INDEMNIFICATION

To the extent permitted by applicable law, you will defend, indemnify, and hold harmless Krothe and its officers, directors, employees, and agents from and against any third-party claims, and all related losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees), arising out of or relating to (a) Your Content, (b) your breach of this Agreement, or (c) your violation of any law or third-party right. Krothe will give you prompt notice of any such claim and reasonable cooperation at your expense, and may participate with counsel of its own choosing.

20. EXPORT CONTROL AND SANCTIONS

The Software is subject to United States export control and economic sanctions laws, including the Export Administration Regulations and regulations administered by the Office of Foreign Assets Control. You represent that you are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions, and that you are not identified on any U.S. government restricted-party list. You will not export, re-export, transfer, or use the Software in violation of those laws.

21. U.S. GOVERNMENT END USERS

The Software and Documentation are "commercial items," "commercial computer software," and "commercial computer software documentation" as those terms are used in 48 C.F.R. 2.101, 12.212, and 227.7202. Consistent with those regulations, any use, modification, reproduction, release, performance, display, or disclosure of the Software by the U.S. Government is governed solely by this Agreement.

22. GOVERNING LAW; VENUE

22.1 This Agreement, and any dispute arising out of or relating to it or the Software, is governed by the laws of the State of California, United States of America, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22.2 The state and federal courts located in Orange County, California have exclusive jurisdiction over any dispute arising out of or relating to this Agreement or the Software, and each party irrevocably consents to the personal jurisdiction of, and venue in, those courts.

22.3 Notwithstanding Section 22.2, Krothe may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or to prevent unauthorized use of the Software.

23. GENERAL PROVISIONS

23.1 Entire Agreement. This Agreement, together with each Order, constitutes the entire agreement between you and Krothe regarding the Software and supersedes all prior and contemporaneous agreements, proposals, and representations, whether written or oral, on that subject. If you and Krothe have signed a separate written agreement covering the Software, that agreement controls to the extent of any conflict.

23.2 Amendments. Krothe may update this Agreement from time to time. An updated Agreement applies to purchases and renewals made after it is published, and applies to an Update only if the updated Agreement is presented to you when you obtain or install the Update and you accept it. The version you accepted continues to govern your current License Term unless you accept an updated version. Any other amendment must be in writing and signed by both parties.

23.3 Assignment. You may not assign or transfer this Agreement or any License, by operation of law or otherwise, without Krothe's prior written consent. Any attempted assignment in violation of this Section is void. Krothe may

assign this Agreement without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or of the business to which this Agreement relates.

23.4 Severability. If any provision of this Agreement is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

23.5 No Waiver. No failure or delay in exercising any right under this Agreement operates as a waiver of that right, and no waiver is effective unless in writing.

23.6 Force Majeure. Krothe will not be liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, government action, and failures of utilities, networks, or third-party hosting or service providers.

23.7 Notices. Krothe may give notices to you by email to the address associated with your Account. You must give notices to Krothe by email to support@krothe.co. Notices are effective when sent, unless the sender receives notice that delivery failed.

23.8 Electronic Communications. You consent to receive communications from Krothe electronically and agree that all agreements, notices, and other communications provided electronically satisfy any legal requirement that they be in writing.

23.9 Relationship. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Except for the persons protected under Sections 18 and 19, there are no third-party beneficiaries of this Agreement.

23.10 Interpretation. Section headings are for convenience only and do not affect interpretation. The words "including" and "include" mean "including without limitation." This Agreement will not be construed against either party as the drafter.

23.11 Language. This Agreement is written in English. Any translation is provided for convenience only, and the English version controls in the event of any conflict.

24. CONTACT

24.1 Questions about this Agreement may be sent to Krothe Inc. at support@krothe.co.

24.2 Notice to California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

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