TERMS & CONDITIONS

PLEASE READ THIS TERMS OF SERVICE CAREFULLY BEFORE USING RENDERING
SERVICES.

This Agreement is between RANCH COMPUTING ("RANCH COMPUTING") and you ("you" or
"Client"), as an individual or company, who intends to use RANCH COMPUTING Rendering
Services, and governs the terms and conditions of your use of Rendering Services. This Agreement,
together with other supplemental documents expressly incorporated herein by reference and
published from time to time by RANCH COMPUTING (including but not limited to: technical
documentation, policies, price schedules), constitutes the entire agreement between RANCH
COMPUTING and you regarding
Rendering Services, and supersedes all prior agreements between the parties regarding the subject
matter of this Agreement. By using RANCH COMPUTING Services, you confirm your acceptance of,
and agree to be bound by, this Agreement.

1. Definitions

"Party" or "Parties": means individually and indifferently the Client or RANCH COMPUTING, or means
collectively the Client and RANCH COMPUTING.
"Project": means one or several scenes, occasionally accompanied with its assets, supplied by the
Client to RANCH COMPUTING for Rendering Services.
"Rendering Services" or "Service(s)": means any and all services provided by RANCH COMPUTING in
the process of generating a single or multiple computer images from a scene using computer
processing power called the "RANCH".
"Technical documentation": means the technical documentation available here:
https://doc.ranchcomputing.com which presents the service in general and the specifications for
each modeling software.

2. Amendment to Terms

RANCH COMPUTING reserves the right to change the terms and conditions of this Agreement or its
policies relating to the Rendering Services at any time and shall notify you by posting an updated
version of this Agreement on the Website. You are responsible for regularly reviewing this
Agreement. Continued use of the Rendering Services after any such changes shall constitute your
consent to such changes.

3. Rendering Services

The Rendering Services provided by RANCH COMPUTING constitute a very high performance 3D
rendering service, fully automated and running 24 hours a day, 7 days a week. Indeed, The RANCH is
a supercomputer, which can render scenes much faster than any standard PC or Mac Setup, for all
your 3D Projects. You will have access to a supercomputer, which is still improving its performance
for a best experience in using the Rendering Services of RANCH OMPUTING. Rendering Services will
initiate on the receipt of an order, if the order is accompanied by sufficient Project data (the scene
files and required asset files) to enable RANCH COMPUTING to proceed with the order. RANCH
COMPUTING reserves the right at any time to refuse a future order or cancel an existing order in the
event that (1) any outstanding invoices are overdue for payment or (2) there are circumstances
outside of the direct control of RANCH COMPUTING that prohibited completion of the order. RANCH
COMPUTING provides a secure FTP server for the receipt and the delivery of a Project to and from
you. Any Project will be deleted five (5) days after finishing, no matter if it was delivered or not;
afterwards there is no reclamation possible.

You undertake to provide projects that are built on or compatible with the version of the 3D software and plugins supported by the "RANCH", including the latest services pack and hot fixes. Thus, you understand and agree to bear all liability resulting from the breach of the present provision.

Any order placed on the Website is deemed to be firm and definitive. You undertake to pay the fees pursuant to the effective time used for the Rendering Services, even if you do not want or are not able to get back the finalized project.

4. Registration / User account

You must create a user account to access the Rendering Services, by submitting a complete registration form which is continuously available on the Website. As part of the registration process for the Rendering Services, you agree to: (1) provide certain limited information about you as prompted to do so by the Services (such information to be current, complete and accurate) and (2) maintain and update this information as required to keep it current, complete and accurate, (3) secure your personal password, under your own responsibility, for its proper storage. You are respons0ible for all the orders placed under your user account. If RANCH COMPUTING discovers that any of your registration data is inaccurate, incomplete or not current, RANCH COMPUTING may suspend or terminate your right to access and receive the Rendering Services immediately upon notice per email to the registered email address. RANCH COMPUTING may also reject a registration application if it determines, in its sole discretion that it does not permit a good management of its Rendering Services, or it would be contrary to public morals and ethics.

The data collected in this form is registered in a file by Ranch Computing (responsible for the treatment) for the creation of your account, the use of our service and client support. We keep it for the duration of our sales relationship and up to 5 years afterwards. It is used by the marketing and the customer service departments. This data may be transferred to our emailing partner which sends the communication that you will receive once a month maximum and to which you can unsuscribve anytime (newsletter, promotion, etc.). The legal basis for the use and treatment of your personal data can be your consent, our legitimate interests as a commercial render farm or your legitimate interests as a client. According to the General Data Policy Regulation (GDPR) and the Law of 6th January 1978, referred to as the "Law on Information Technology and Civil Liberties", you have at any time a right to access, amend, port, limite or delete all of your personal data. If you wish to exercise this right, please send an email to contact@ranchcomputing.com.

5. License

RANCH COMPUTING grants you a personal, non-exclusive and non-transferable, license to use the products and software contained in or made available through the Rendering Services, solely for your own internal purposes and pursuant to the provisions of this Agreement. All rights not expressly granted by RANCH COMPUTING to you are retained. You may not (1) copy or use RANCH COMPUTING software or documentation (including but not limited to the technical documentation) except as permitted by this Agreement, (2) reverse engineer, decompile, or disassemble RANCH COMPUTING software except to the extent permitted by law where this is indispensable to obtain the information necessary to achieve interoperability of an independently created program with RANCH COMPTUING software or with another program and such information is not readily available from RACH COMPUTING or elsewhere.

6. Fees

RANCH COMPUTING offers its Rendering Services in consideration of the Fees as published on the Website. The applicable Fees for the Rendering Services are those that are displayed at the time you place your order. RANCH COMPUTING reserves the right to change the Fees or applicable charges and to institute new charges at any time. In the event you cancel the Rendering Services, RANCH COMPUTING will not refund any Fees already paid by you, even in case you don't use the Services. Each RANCH user has a "RANCH Safe". Initially, it contains 0.00 €, but you can refill it anytime you want by a specific amount (minimum amount: 10 €) by buying a Refill. Each time you run a project,

the amount corresponding to the render time charged is automatically removed from your Safe. If your project costs more than the amount you have left in your Safe, you will be asked to pay the difference.

Note that you can benefit from very attractive discounts depending on the amount you use to refill your Safe. The Price Info pages on the Website give you further information on the available discounts. Please note, that you will need to invest a minimum of ten euros (10€) on your RANCH Safe to launch a project.

7. Special offers

RANCH COMPUTING reserves the right to discontinue or modify any promotional offer at its own discretion. Free Trial terms may vary by promotional offer.

8. Limitation of Liability

RANCH COMPUTING warrants that it will use all reasonable efforts to perform the Services conforming generally accepted industry standards. RANCH COMPUTING is only held by an obligation of means.

The Client acknowledges that RANCH COMPUTING reserves the right to suspend the Services in case of non-payment for any overdue invoice. Thus, in no circumstances, the Client may ask for some compensation to RANCH COMPUTING, in the event of the interruption of the Services arising from any incident of payment.

RANCH COMPUTING makes every reasonable effort to maintain the Servers and the Services but RANCH COMPUTING shall not, in any event, be liable for interruptions of the Services (subject to regularly scheduled server and network maintenance cycles) or down-time of the Servers. Indeed, because many events and circumstances are beyond the control of RANCH COMPUTING, RANCH COMPUTING does not in any way warrant or otherwise guarantee the availability of the Services and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of RANCH COMPUTING. RANCH COMPUTING shall have the right to suspend the Services, as briefly as possible, at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than three (3) days the Client will be notified of the reason.

THE CLIENT ACKNOWLEDGES AND AGREES THAT RANCH COMPUTING, ITS AGENTS, EXECUTIVE, OR EMPLOYEES SHALL NOT BE LIABLE TO ANYONE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, UNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES EVEN IF RANCH COMPUTING, ITS AGENTS, EXECUTIVE, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CLIENT ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL RANCH COMPUTING, ITS AGENTS, EXECUTIVE, OR EMPLOYEES BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO THE CLIENT IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE FEES OF THE SERVICES.

9. Disclaimer of Warranties

RANCH COMPUTING MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. RANCH COMPUTING DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICES WILL MEET THE CLIENT REQUIREMENTS OR EXPECTATIONS, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CLIENT THROUGH THE SERVICES WILL MEET ITS REQUIREMENTS OR EXPECTATIONS, (IV) ERRORS OR DEFECTS WILL BE CORRECTED, (V) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES ARE PROVIDED TO THE CLIENT STRICTLY

ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY RANCH COMPUTING.

10. Indemnification

The Client agrees to indemnify, defend and hold RANCH COMPUTING harmless from and against any and all suits, losses, liabilities, damages, awards, claims, settlements, costs and expenses (including reasonable attorneys' fees and costs), arising out of or otherwise relating to the use of the content provided by the Client for the Services of rendering, and concerning i) the infringement or violation of any third party patent, trademark, copyright or other proprietary right or interest, ii) an act of unfair or parasitic competition, iii) a "breach of the peace", iv) an offense against public decency, v) the violation of any stipulation of the French Penal Code.

The Client shall indemnify and hold RANCH COMPUTING and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with its use of the Services or breach of this Agreement.

11. Intellectual Property

Except for the licenses granted herein, the Client has no right, title or interest in or to the Services, products and/or materials belonging to RANCH COMPUTING. The Client agrees that RANCH COMPUTING or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Services, products and/or materials belonging to RANCH COMPUTING.

The Website and the Services are valuable, proprietary, and unique, and the Client agrees to be bound by and observe the proprietary nature of the Website and the Services. The Website and the Services contain material that is protected by patent, trademark, copyright and trade secret law, and by international treaty provisions.

Notwithstanding the foregoing, the Client retains the property of all its proprietary content provided to RANCH COMPUTING for the Services of rendering, which includes the results of the Rendering Services. The proprietary content of the Client is protected by trademark, copyright and trade secret law, and by international treaty provisions. By disclosing information to RANCH COMPUTING, the Client does not grant any express or implied right to RANCH COMPUTING to or under Client patents, copyrights, trademarks, or trade secret information.

12. Termination

RANCH COMPUTING, in its sole discretion, may terminate your account or use of the Rendering Services and remove and discard any data within the Service if necessary or if you fail to comply with this Agreement. You may terminate your user account upon notice to RANCH COMPUTING at any time; however, you will not receive a refund of any portion of your fees paid to RANCH COMPUTING. Upon termination by RANCH COMPUTING or at your direction, all your user data will be deleted. Your finished render jobs will be available, for offline download upon notification, five (5) days after deleting your account. Upon termination of an account, your right to use such account and the Service immediately ceases.

In concordance with the GDPR, the information regarding the Client will be deleted 5 years after its last project submission. The credits remaining on the account will be lost when the account will be deleted.

13. Client Support

RANCH COMPUTING Client Support Services are available during the company's opening hours, available on the website, excluding RANCH COMPUTING holidays and public holidays.

The Client may contact RANCH COMPUTING Client Support: By Phone at +33 (0)182 50 7008, or by Email at contact@ranchcomputing.com.

14. Confidentiality

RANCH COMPUTING shall treat as confidential all "Information" obtained from the Client pursuant to this Agreement and shall not disclose such Confidential Information to any person (except to its own employees and then only on a need to know basis) without the Client's prior written consent provided that this Clause shall not extend to information which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is trivial or obvious.

RANCH COMPUTING shall ensure that its employees are aware of and comply with the provisions of this Clause.

All Confidential Information shall remain the property of the Client.

RANCH COMPUTING shall be obligated to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as RANCH COMPUTING uses to protect its own Confidential Information of a like nature.

RANCH Computing declares that it does not consult the project(s) provided by the Client, as well as the results of the Rendering Services delivered by its computers.

You undertake to keep confidential and not to disclose to any third party, all "Information" (including but not limited to: information, data, know-how, etc.) obtained from (and belonging to) RANCH Computing by using the Services.

15. Force Majeure

If RANCH COMPUTING is affected by Force Majeure it shall forthwith notify the Client in writing of the nature and extent thereof. RANCH COMPUTING shall not be deemed to be in breach of this Agreement, or otherwise to be liable to the Client, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the Client, and time for performance of that obligation shall be extended accordingly.

If RANCH COMPUTING is prevented from performance of its obligations for a continuous period in excess of two (2) days, the Client may terminate this Agreement. RANCH COMPUTING will reimburse the Client if this latter has already paid for the Services.

16. Assignment

RANCH COMPUTING may assign the execution of all or any part of its obligations in connection with this Agreement; but in such case, RANCH COMPUTING shall guarantee the execution of these services executed by any third party.

The Client may not assign, transfer, licence, any part of its rights and/or obligations in connection with this Agreement, without the written prior approval of RANCH COMPUTING.

17. Waivers and remedies

The waiver of any of the Parties hereto of any other Party's prompt and complete performance or breach or violation of any provision of this Agreement shall not be construed to be a waiver of any prior or subsequent breach or violation and the waiver by any Parties hereto exercise any right or remedy which it might possess shall not operate nor be construed as a bar to the exercise of such right or remedy by such Party or Parties upon the occurrence of any subsequent breach or violation.

18. Relationship between the Parties

Given that the Parties are independent contractors, this Agreement shall be binding upon them only for the purposes set forth herein. Consequently, the provisions of this Agreement shall not, under any circumstances, be interpreted as creating any association or partnership between the Parties or

as conferring any mandate from one Party to the other. Moreover, neither Party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with the provisions of this Agreement.

19. Severability
If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
The Parties are committed to replace ineffective provisions with those that are effective and to the best degree fulfil the intended economic purposes of the Parties.

20. Applicable law / Disputes and Language
All questions to the interpretation, enforcement, validity and performance of this Agreement shall be governed by and determined under the laws of France. French shall be the prevailing language in case of dispute. All disagreements relative to the application of the present Contract, if the Parties fail to reach settlement, shall be subject to the jurisdiction of the courts of Paris to which the Parties grant jurisdiction, whatever the place of execution of the services or the residence of the defendant might be.