

# USE OF THE vSTORE MARKETPLACE AGREEMENT

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THIS LEGAL AGREEMENT BETWEEN YOU AND HYBRID SOLUTIONS FZE ("Hybrid Solutions") GOVERNS YOUR USE OF THE vSTORE MARKETPLACE SERVICE (THE "vSTORE")

You are advised to print these Agreements for your records and/ or save it to your computer

## 1. THE vSTORE MARKETPLACE

1.1 Hybrid Solutions is the provider of the vStore Marketplace Service ("vStore"), which permits You to access, purchase or subscribe to a license for Plugins for end user use only (subject to Clause 12.1 below) under the terms and conditions set forth in this Agreement.

1.2 Your use of the vStore requires that you agree to the following terms. Please read them carefully. If you do not understand the Terms, or do not accept any part of them, THEN YOU SHOULD NOT USE THE vSTORE.

## 2. REQUIREMENTS FOR USE OF THE vSTORE

2.1 Use of the vStore requires Internet access and the VertexFX Platform (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of required software is recommended to access the vStore and may be required for certain transactions or features and to download Plugins previously purchased or acquired from the vStore. You agree that meeting these requirements, which may change from time to time, is your responsibility. The vStore is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the vStore.

2.2 Third- Party Fees. You may incur access or data fees from third parties (such as your Internet provider) in connection with your use of vStore. As an example, you may incur such fees if you use services provided through the vStore on or through third -party services or devices. You are responsible for all such fees.

## 3. YOUR ACCOUNT

3.1 As a registered user of the VertexFX Platform, you may use Your VertexFX account ("Account") to make purchases at the vStore. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Hybrid Solutions of any security

breach of your Account. Hybrid Solutions shall not be responsible for any losses arising out of the unauthorized use of your Account.

3.2 You agree to provide accurate and complete information when you register Your Account, and as you use, the vStore ("Hybrid Solutions Registration Data"), and You agree to update your Hybrid Solutions Registration Data to keep it accurate and complete. You agree that Hybrid Solutions may store and use the Hybrid Solutions Registration Data you provide for use in maintaining and billing fees to your Account.

#### **4. PRICING**

4.1 Pricing and availability of all Plugins displayed on the vStore are subject to change at any time even before you click the button indicating that you want to purchase the Plugin.

#### **5. PAYMENTS**

5.1 In order to purchase and download a Plugin from the vStore, you must have a VertexFX account with any VertexFX customer, by filling the required information in the purchase form; your order will be processed. For each purchase of a Plugin You will be required to complete a purchase form detailing the payment method preferred by you.

#### **6. REFUND POLICY**

6.1 All Sales Final. Except as expressly set out in the Hybrid Solution's refund policy displayed in the vStore, all sales are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Plugin that you acquired through that transaction.

#### **7. TAXES**

7.1 You are responsible for any Taxes, and must pay for Plugin without any reduction for Taxes. If the seller of Plugin is obligated to collect or pay Taxes, the Taxes will be charged to you."Taxes" means any duties, customs fees, or taxes (other than income tax) associated with the sale of Plugin, including any related penalties or interest.

#### **8. COMPLIANCE WITH TAX LAWS**

8.1 You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of vStore or the purchase of Plugin through vStore. The reporting and payment of any such applicable taxes are your responsibility.

#### **9. PLUGIN AVAILABILITY**

9.1 Hybrid Solutions reserves the right to change Plugin options (including eligibility for particular features) without notice.

## **10. USE OF PLUGINS**

10.1 You shall be authorized to use Plugins only for personal, noncommercial use. You agree that the Plugins are provided to you by way of a license only. vStore and certain Plugins include a security technology that limits your use of Plugin and that, whether or not Plugins are limited by security technology, you shall use Plugins in compliance with the applicable usage rules established by the Licensor of such Plugin (“Usage Rule”), and that any other use of the Plugin may constitute a copyright infringement. Any security technology is an inseparable part of the Plugin. Hybrid Solutions reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. You agree not to access the Plugins by any means other than through the software that is provided by Hybrid Solutions for accessing the Plugins. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the Plugins in any manner or form, or to use modified versions of the Plugins, for any purposes including obtaining unauthorized access to the VertexFX Platform. Violations of system or network security may result in civil or criminal liability.

## **11. LICENSE FOR USE OF A PLUGIN**

11.1 The Seller of the Plugin, not Hybrid Solutions, will license the right to install and use each Plugin to You. The Seller should provide you with a license agreement, or a link to such a license agreement, for your use of the Plugin. That license agreement or other terms will govern your use of the Plugin.

## **12. TECHNICAL SUPPORT**

12.1 Each plugin is supported directly through its Licensor of Plugin as stated in the vstore through their contact information. Hybrid solutions provide General technical support for the VertexFX software through their Forum and live chat.

## **13. THIRD-PARTY MATERIALS**

13.1 Certain Plugins and services available via the vStore may include materials from third parties. Hybrid Solutions may provide links to third-party websites as a convenience to you. You agree that Hybrid Solutions is not responsible for examining or evaluating the content or accuracy and Hybrid Solutions does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third- party materials in a manner that would infringe or violate the rights of any other party and that Hybrid Solutions is not in any way responsible for any such use by you.

## **14. INTELLECTUAL PROPERTY**

14.1 You agree that the vStore, including but not limited to the Plugins, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the vStore, contains proprietary information and material that is owned by Hybrid Solutions and/or its licensors, and is

protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the vStore in compliance with this Agreement. No portion of the vStore may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the vStore in any manner, and you shall not exploit the vStore in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

14.2 Notwithstanding any other provision of this Agreement, Hybrid Solutions and its licensors reserve the right to change, suspend, remove, or disable access to any Plugin, content, or other materials comprising a part of the vStore at any time without notice. In no event will Hybrid Solutions be liable for making these changes. Hybrid Solutions may also impose limits on the use of or access to certain features or portions of the vStore, in any case and without notice or liability.

14.3 All copyrights in and to the vStore, including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Hybrid Solutions and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

14.4 Hybrid Solutions, the Hybrid Solutions Logo and other Hybrid Solutions trademarks, service marks, graphics, and logos used in connection with the vStore are trademarks or registered trademarks of Hybrid Solutions in the UAE and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the vStore may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

## **15. TERMINATION**

15.1 If you fail, or Hybrid Solutions suspects that you have failed, to comply with any of the provisions of this Agreement, Hybrid Solutions, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the vStore (or any part thereof).

15.2 Hybrid Solutions reserves the right to modify, suspend, or discontinue the vStore (or any part or content thereof) at any time with or without notice to you, and Hybrid Solutions will not be liable to you or to any third party should it exercise such rights.

## **16. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION**

16.1 HYBRID SOLUTIONS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE vSTORE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME HYBRID

SOLUTIONS MAY REMOVE THE vSTORE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE vSTORE AT ANY TIME, WITHOUT NOTICE TO YOU.

16.2 YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE vSTORE IS AT YOUR SOLE RISK. THE vSTORE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE vSTORE ARE (EXCEPT AS EXPRESSLY STATED BY HYBRID SOLUTIONS) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

16.3 IN NO CASE SHALL HYBRID SOLUTIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE vSTORE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE vSTORE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE vSTORE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, HYBRID SOLUTIONS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

16.4 HYBRID SOLUTIONS SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE vSTORE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND HYBRID SOLUTIONS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

16.5 HYBRID SOLUTIONS DOES NOT REPRESENT OR GUARANTEE THAT THE vSTORE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND HYBRID SOLUTIONS DISCLAIMS ANY LIABILITY RELATING THERETO. SOME HYBRID SOLUTIONS PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PLUGINS PURCHASED OR RENTED FROM THE vSTORE.

## **17. WAIVER AND INDEMNITY**

17.1 BY USING THE vSTORE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HYBRID SOLUTIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE vSTORE, OR ANY ACTION TAKEN BY HYBRID SOLUTIONS AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM HYBRID SOLUTIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE

YOUR ACCESS TO THE vSTORE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF HYBRID SOLUTIONS'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

## **18. AMENDMENTS**

18.1 Hybrid Solutions shall have the right, at any time and without prior written notice to You or Your consent, to add to or modify the terms of this Agreement, simply by posting such amended terms to the Hybrid Solutions website or by requiring You to accept an updated Agreement upon accessing the vStore. Your access to or use of the vStore after the date such amended terms are posted shall be deemed to constitute acceptance of such amended terms.

## **19. GENERAL**

19.1 You acknowledge and agree that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this Agreement.

19.2 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

19.3 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

19.4 Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

19.5 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Software.