

# Non commercial Software Licensing Agreement

**This Non commercial Software Licensing Agreement** (the “Agreement” or the “License”), is entered into by and between Mr. Erwin HEYMS, acting as an individual entrepreneur (“E.I.”), registered in France under SIREN number 890279227, located at 1065 rue de la Marqueroise, 34070 Montpellier, FRANCE (the “Licensor” or “I”) and

The licensee (“Licensee” or “You”) as defined below.

Licensor and Licensee each a “Party” and, collectively, the “Parties”.

## **INTRODUCTION**

Thank you for your interest in using the Massive Worlds Toolkit™ (or the “Software”) I've spent a considerable amount of time developing the Massive Worlds Toolkit™; A middleware framework that can be used to develop your own open world pipelines for the Unreal Engine using the power of Houdini.

I am making this Massive Worlds Toolkit™ available to the subscriber of my Patreon program via [ [Patreon.com/erwinheyms](https://Patreon.com/erwinheyms) | <https://Patreon.com/erwinheyms> ] as a “**Subscription Bonus**” under this Non Commercial “**Tier 0 License**”,

If you acquired the Massive World Toolkit via the Patreon Page as a Patreon Subscriber, or through another authorized method (such as one of my workshops), you are considered the licensee under this Agreement. (“Licensee” / “You”)

### **Presentation of the Massive World Toolkit**

As Middleware, the Massive Worlds Toolkit is a software package that is used to communicate between Houdini (Sidefx Software) and the Unreal Engine (Epic Games) for the purposes of creating and managing open worlds in the Unreal Engine and to provide a framework for other tools to be built upon using Houdini.

The Massive Worlds Toolkit provides functionality to connect these applications intelligently and efficiently so that the users can innovate faster.

The version of the Massive World Toolkit granted under this license, is a limited blackbox version together with additional files as set out in Annex 2. or as made available by Licensor.

Despite being subject to the same restrictions, some of these open files, may be used with more flexibility. Please check Annex 2 for more details.

### **Licensee expected skills and installation:**

As a Patreon subscriber, Licensee is granted the rights to install and use the Software under the Conditions set out in this Agreement. However, the Licensee is expected to be a professional videogame developer (or related world building professional), aspiring professional willing to learn more about videogame development (or related world building development) or to evaluate the Software, with the intention to then potentially acquire a commercial Software License.

Otherwise, Licensee shall refrain to install and use the Software.

For the proper use of the Software, Licensee is expected to have installed the relevant Houdini and/or Unreal software.

The purpose of this agreement is to set out the terms of the license allowing the Licensee to use the Massive World Toolkit.

The Parties acknowledge and agree that the above-mentioned recitals to this Agreement are incorporated in and made a part of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

## 0. Definitions

In this Agreement, unless the context requires otherwise or the contrary intention appears the following terms are defined as follows:

<b>“Asset”</b>	contents or works created or developed by the Licensee using the Software
<b>“Agreement”</b>	the entire content of this document, together with any accompanying appendices, annex, duplicates, copies, exhibits, schedules, or attachments hereto;
<b>“Authorized Channel”</b>	The means by which a user may officially obtain the Massive Worlds Toolkit and acquire a Non-Commercial License as outlined in this agreement, primarily by subscribing to the relevant tiers on <a href="https://Patreon.com/erwinheyms">https://Patreon.com/erwinheyms</a> ] as a <b>“Subscription Bonus”</b> . Or when explicitly provided by Erwin Heyms to the Licensee, such as part of an in-person workshop hosted by Erwin Heyms.
<b>“Confidential Information”</b>	means the terms of this Agreement, and any other information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information;
<b>“Intellectual Property Rights”</b>	Includes all worldwide registered and unregistered copyrights, related rights and databases, right of publicity, trademarks, trade dresses, knowhow, company names, domains, goodwill, designs, patents, inventions, brands, logos, circuit layout rights, concepts, catch phrases and other similar industrial property rights and rights to register such rights or any other intellectual property rights known worldwide and administered

by WIPO (World Intellectual Property Organization) or any other local or regional Intellectual Property Rights Organization whether created before or after the date of this Agreement or as developed in accordance with this Agreement.

- “Licensed Period”** means the term of this Agreement.
- “Massive Worlds Toolkit” or the “Software”.** The software as described in the introduction and , in its object code form and including the additional files as set out in Annex 2, where applicable, its documentation, in their state at the time of acceptance of the Agreement by the Licensee and if applicable, any subsequent error correction and updates or new version thereof supplied to Licensee by Licensor pursuant to this Agreement.
- “Portfolio Materials”** Rendered materials, limited to images, video and printed works created using the Massive Worlds Toolkit by the Licensee. For the removal of doubt, Portfolio Materials exclude any and all Software assets/files provided as part of the Massive Worlds Toolkit.
- “Third Parties”** Companies, persons, or other entities not Parties of this Agreement, who are not Authorized Users and/or who have not been granted a license to the Massive Worlds Toolkit as per this Agreement. Third Parties may be, but are not limited to other Licensee’s studios/employee not working on the Specific Projects as outlined in this document, Licensee’s service providers, non-licensed individuals or clients of the Licensee.
- “Licensor’s Patreon Website”** The Licensor’s Patreon page at <https://Patreon.com/ErwinHeyms>, provides information about the Massive Worlds Toolkit and an Authorized Channel for distribution of the Non Commercial License and Blackbox Version Software of the Massive Worlds Toolkit.

## **1. Grant of License**

By downloading the Massive Worlds Toolkit from an Authorized Channel as distributed by ERWIN HEYMS, Licensee accept the terms of this Agreement and, in particular, the following conditions of use:

### **1.1. General conditions of the license**

Subject to Client’s compliance with the terms and conditions of this Agreement, the Licensor hereby grants the Licensee a non-exclusive, non-transferable, non-sublicensable license to utilize the Software under the following conditions:

- a) Solely for Licensee’s internal use and for the sole purpose of Testing and Evaluation or Experimenting and inclusion in a Professional Portfolio.
- **"Testing"** refers to using the Software to verify its functionalities, performance, or compatibility in the Licensee’s environment;

- **"Evaluation"** refers to a temporary, internal assessment of the Software's suitability prior to any decision regarding further licensing or commercial use;
- **"Experimenting"** better understand the Software's workflow and / or the creation of add-on content (i.e. Assets), such as Houdini tools or Unreal assets, that uses the Massive Worlds Toolkit as a framework
- **"Professional Portfolio"** means the presentation of Portfolio Material created using the Software strictly for the purpose of demonstrating the Licensee's skills or artistic style to potential clients or employers and provided it complies with the restrictions below.

**The Licensee is expressly prohibited from:**

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b) Subject to article 6 (termination), Licensee is granted a right to use the Software from the date Licensee downloads or receives the Software via an Authorized Channel ("**Effective date**") and **for a term of 2 (two) years** (the "**Initial Term**").

After the expiry of the Initial Term, **if Licensee has remained subscribed to a Patreon Tier** provided by Erwin Heyms, this Agreement will be automatically extended for subsequent two years period(s) ("**Subsequent Term**") as provided in article 6.1.

However, **such renewal applies only if the latest version of the Software made available by Licensor to Licensee before the end of the Initial Term, is still available on the Licensor's Patreon Website at the time of renewal.**

**Licensee shall check the Licensor's Patreon Website to ensure the version of the Software he/she has been using at the end of the Initial Term, is still available at the end of the Initial Term and, if applicable, each Subsequent Term.**

c) **Licensee can download/use the Software on one device or make it accessible from one device only** and only be used by one Authorized User of the Massive World Toolkit, at any given time the Authorized Users may be as follows:

- if Licensee is a natural person, the Authorized User is Licensee himself or one of his employee(s), if any; and
- if Licensee is a legal person, the Authorized User may only be one designated employee.

d) Assets or Portfolio Materials created with the Massive Worlds Toolkit must give clear and visible credit regarding the usage of the Massive Worlds Toolkit and retain this copyright

notice:

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e) ANY OTHER USE NOT EXPRESSLY AUTHORIZED IN THIS AGREEMENT IS STRICTLY FORBIDDEN.

## **1.2. Upgrade to Commercial license**

IF LICENSEE WISHES TO USE THE SOFTWARE OR THE DEVELOPED ASSETS FOR USES GOING BEYOND THE AUTHORIZED USES UNDER THIS AGREEMENT, IN PARTICULAR FOR A COMMERCIAL PURPOSE, **LICENSEE SHALL ACQUIRE A COMMERCIAL LICENSE THAT FITS HIS NEEDS AS SET OUT IN ANNEX 2.**

For specific publishing request such as the publication of compiled Assets created under the limited Professional Portfolio or Experimentation purposes, the Licensee may make a request by contacting ERWIN HEYMS at erwin@ehoudiniacademy.com.

In the event that the Licensee wishes to use an Asset including Portfolio material created under this License for a commercial project, and unless otherwise agreed with Licensor, it will be required that the Licensee pays a fee equivalent to the Blackbox Commercial license, for every year the Software was used to create the published non-commercial Asset. Furthermore, the Licensee will be required to upgrade to a Blackbox Commercial license if the Licensee aims to continue using the Massive Worlds Toolkit.

## **1.3. Security, Copy/reproductions, Modification of the Software**

### **1.3.1. Adjustments to the Software**

Without prejudice to the permission provided on certain type of files as set out in annex 1, LICENSEE SHALL NOT, IN WHOLE OR IN PART, (I) TRANSLATE, ADAPT, ARRANGE, OR MODIFY THE SOFTWARE, EXPORT IT, OR MERGE IT WITH OTHER SOFTWARE NOR (II) USE IT FOR THE DEVELOPMENT, PRODUCTION OR DISTRIBUTION OF SUBSTANTIALLY SIMILAR SOFTWARE OR FOR ANY OTHER ACT OF COPYRIGHT INFRINGEMENT.

Licensee shall not reverse engineer, decompile or disassemble the Software for any reason whatsoever.

If Licensee wishes/needs, at some point, to access the source code of the Software, Licensee shall purchase the available source code license of the Software, which allows for more flexibility (see annex 2 for more details).

In this regard, it is reminded that the Software is compatible and interoperable with the third-party software as described in this Agreement. Licensee shall not try to use the Software with unsupported third-party software/system and, if so, would do it at its own risk. Such use by the Licensee is not and shall not be considered as the intended use of the Software.

In any event, if the Licensee wishes to carry out any of the aforementioned operations on the Software, Licensee shall notify the Licensor beforehand.

### **1.3.2. Access, Copy and Back up copy of the Software.**

Except as provided hereunder, **LICENSEE IS EXPRESSLY PROHIBITED FROM PERMANENTLY OR TEMPORARILY REPRODUCING AND/OR DISTRIBUTING THE SOFTWARE IN WHOLE OR IN PART, BY ANY MEANS AND IN ANY FORM, INCLUDING LOADING, DISPLAYING, EXECUTING,**

## TRANSMITTING, SUBLICENSING OR STORING THE SOFTWARE.

Licensor may install and use the Software on up to one device at any given time. However, Licensee is allowed to transfer the copy of the Software he holds when he replaces his device.

Besides, the Licensee is authorized to make a single copy of the Software for backup purposes. This copy (i) may only be used in the event of failure of the copy of the Software (ii) shall be subject to appropriate technical and organizational measures to ensure its confidentiality.

### **1.3.3. Confidentiality of the Software.**

The Software is a valuable asset of Licensor. The Licensee shall keep all copy of the Software it may hold in strict confidence and protect it from various security risks including outsider and insider threats.

Neither the Licensee nor any of its employees, subcontractors, contractors (including Service Providers) may transfer or assign the Software or its rights under this Agreement.

In the event that the Software is made public and such disclosure is caused by the act, negligence or any other breaches of the Agreement by the Licensee including its employees, contractors, subcontractors, Service Providers, or redistributed directly or indirectly by the Licensee including by any of the foregoing categories of persons to Third Parties, the Licensee shall be held accountable for any breaches of the Agreement. If not remedied in a timely manner, such breaches would be considered as a material breach of the Agreement and Licensor shall be entitled to terminate this Agreement for cause with immediate effect as provided for in the termination clause of this Agreement.

### **1.4. Penalties**

Should the Licensee use the Software, including any documentation, in breach of article 1.1. to 1.4. (e.g., by using the Software (i) for more than one Authorised Users or Device at any given time, without authorization, (ii) after the termination of the Agreement or any extension thereof and/or (iii) for commercial Project/prohibited publication or by making prohibited reproduction of the Software), Licensor is entitled to a penalty amounting to two times Licensor's list price for the unpaid license that would have applied considering the misuse and as a minimum, the applicable of the blackbox commercial license. The penalty shall be calculated in accordance with the list price of the license valid at the time Licensor becomes aware of the unauthorized use of the Software for a minimum duration of one year regardless of the actual duration of the breach and the occurrence of the breach.

These penalties apply without prejudice and in addition to the right for the Licensor to terminate the Agreement, to request the Licensor to cease the infringement immediately, to require to pay the relevant license for the future and/or where relevant, to seek enforcement from the competent court.

Besides, the Licensor is not obliged to enforce the penalty clause and/or may seek other legal remedies if it deemed it more appropriate.

## **2. Software deliverables**

As provided for in article 1.3.2. Licensee is allowed to keep one (1) copy of the Software and a backup copy thereof as defined in the Agreement and specified in the Annex 1. The access

granted hereby shall be strictly limited to the Authorized Users and downloaded on one device or accessible from one device only.

The Documentation associated to the Software is provided in English.

The link for downloading is made available to the Subscriber for a limited period of time. Licensor reserves the right to release the files of the Massive Worlds Toolkit as outlined in ANNEX 1 at his discretion, or to remove these assets from public access at any time for any reason.

Therefore, Licensee shall ensure to keep his copy of the Software once downloaded as it may no longer access it later.

The version of the Software made available is the version as stated at the time of subscription to the Patreon or the other Authorized Channel.

### **3. . Installation, support, update**

#### **3.1. Installation and use of the Software**

The Licensee shall be responsible for installing the Software on his device, under his own responsibility, in accordance with the installation instructions in the Software's documentation. In this regard, the Licensee is also encouraged to refer to video and tutorial released on the Licensor's website for help as well.

In this regard, **LICENSEE SHALL ENSURE THE SOFTWARE IS INSTALLED INTO VERSIONS OF UNREAL OR HOUDINI DESIGNATED AS SUPPORTED WITH THE VERSION OF THE SOFTWARE TO BE INSTALLED. THIS INFORMATION IS PROVIDED WITHIN THE DOWNLOADING FILE.**

The same shall apply to any update or new version of the Software made available to the Licensee by the Licensor, if applicable.

USAGE OF THE ASSETS OF THE MASSIVE WORLDS TOOLKIT IS AT LICENSEE'S OWN RISK AND MATERIALS (INCLUDING THE SOFTWARE) ARE PROVIDED ON AN "AS IS" BASIS.

In particular, the use or installation of the Software, in breach of this Agreement, outside the scope of the instructions of the Licensor, in particular, in the Software's documentation or Licensor's guidelines and/or the use of the Software in an unsupported environment and/or with unsupported third-party software is at the Licensee's own risk.

#### **3.2. Update, Support and Maintenance**

The Licensor does not provide maintenance or support services and has no obligation to update or upgrade the Massive World Toolkit and incorporate any type of bug or error fixes.

Therefore, for any support or help, the Client shall refer to FAQ, tutorials and other information provided by the Licensor on the following websites :

By consulting The licensors website: <https://ehoudiniacademy.com/massiveworlds>

The Licensors Patreon page : <https://patreon.com/ErwinHeyms>

Additionally, tutorial videos for the Massive Worlds toolkit are available as hosted on Youtube at: <https://youtube.com/ehoudiniacademy>

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#### **4. Intellectual Property**

Nothing in this Agreement shall be construed (expressly or by implication) as granting or conveying to the Licensee, or as otherwise creating any licenses or other rights or interests in or to any Intellectual Property Rights and/or works owned or controlled by the Licensor other than the specific licenses to the Massive World Toolkit that are expressly granted and attached to this Agreement.

**Licensor Property.** Licensor retains all right in and to the Massive World Toolkit including all trademarks, patents, copyrights, trade secrets and other proprietary rights related to any of the foregoing. In particular, Licensor shall retain Intellectual Property Rights on the Massive World Toolkit including any moral rights (right of attribution/portfolio rights) pertaining to the Massive Worlds Toolkit. Hence, this does not entitle the Licensee to claim any moral rights or any other intellectual property rights whatsoever pertaining to the use of the Massive Worlds Toolkit by the Licensee

#### **5. Representations, Warranties, and Indemnity**

##### **5.1. Licensor's Warranties**

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH LICENSEE.

##### **5.2. Licensee's Representations and Warranties**

Licensee agrees to indemnify and hold the Licensor harmless from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any actual or alleged infringement of any intellectual property rights by the Licensee or its affiliated subcontractors, or any third party acting on behalf of the Client, in connection with its breach of the License, in particular following a prohibited publication or distribution of Assets created and/or owned by the Client using the Software. Licensee will defend, indemnify, and hold the Licensor harmless from any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) and punitive damages arising out of or in connection with any breach of this warranty.

If a third party towards the Licensee claims that the Software infringes third-party rights, the Licensee shall immediately inform Licensor in writing and give the opportunity to the Licensor to take over the defence of the claim. If the Licensor opt for taking over the claim, he shall do

so at its cost and have full control of any proceedings arising out of any infringement of third-party rights unless otherwise agreed between the parties.

If the Licensee suspect that Software might infringe third party's rights, it shall notify the Licensor.

## **6. Term, Termination and Amendment**

### **6.1. Term, auto renewal and Amendment**

**Term.** This Agreement will commence on the Effective Date, which is the date on which you download the Software and will remain in effect until the end of the Initial Term.

**Auto-renewal.** The Agreement may be automatically renewed for Subsequent Term(s), on the same terms and conditions as contained in this Agreement, provided the conditions set out in article 1.1.b) are met at the time of renewal or unless one of the Party gives notice of its intention not to renew the Agreement at least 2 months before the expiry of the Initial Term or of any Subsequent Term.

**Amendment.** Licensor may amend the terms of this Agreement at any time. Any such amendment shall be notified in writing or electronically at least thirty (30) days before its effective date.

If the Licensee does not accept the amendment, it shall terminate the Agreement in accordance with the provisions of this Agreement (article 6.2.) and cease all use of the Software as provided for in article 6.3. at the latest at the end of the applicable notice period. In the absence of termination before the effective date of the amendment, continued use of the Software by Licensee, after the effective date of the amendment shall constitute acceptance of the amended terms.

### **6.2. Termination**

Without prejudice to article 6.1.:

- Each Party may terminate the Agreement at any time, for convenience, by giving 2 (two) month's prior written notice, without compensation;
- the Agreement is automatically terminated if a commercial license of the Software is purchased by Licensee or if the conditions for auto renewal are not met at the time of renewal.

Besides, each Party may terminate, as of right, this Agreement

(i) Upon giving the other Party 10 business days prior written notice if:

- the other Party fails to perform any of its obligations under articles 1 and 7 of this Agreement or relating to Intellectual Property rights; or
- any material breach of any of the Party's obligations under the Agreement occurs; and
- such failure is not remedied within 10 business days from written notice thereof having been given to such defaulting Party.

The foregoing also applies if Licensee uses the Software for prohibited purposes under the Agreement, except that Licensee shall remedy the breaches by purchasing the appropriate

commercial license within the 10 days period.

(ii) To the extent authorized by the applicable law, immediately upon written notice if either party ceases conducting business in the normal course, institutes any proceedings for liquidation or winding up, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the applicable Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of rights of creditors. In this regard the Software, is not an asset of the Licensee and remain the property of the Licensor and shall be returned or destroyed under the same conditions as provided for in this Agreement.

### **6.3. Effect of Termination**

In the event of termination of this Agreement:

- (i) The Licensee's right to use the Software is revoked including any updated version thereof;
- (iv) Licensee shall deliver written assurance from a duly authorized officer of Licensee that all copies of the Software (including any modified version thereof) and any Confidential Information in Licensee's possession or that of its consultants have been destroyed (ii) that no Confidential Information has or will be revealed except pursuant to this Agreement, and (iii) that all other covenants and requirements in this Agreement have been performed by Licensee.

The continued use of and access to the Software after the expiration of the term or termination of this Agreement is a material breach of this Agreement.

The following provisions should survive the termination of the Agreement: article 6.3 and article 7, 8 and as specified under this Agreement or under the law or where reasonably expected from the content of the clauses.

## **7. Confidentiality**

**7.2. Use and Disclosure.** Each Party ("Recipient") shall hold Discloser's Confidential Information received from Discloser or otherwise obtained in the strictest confidence and use such Confidential Information only for the purposes of performing its obligations hereunder.

**7.3. Survival.** The obligations of the Parties under this Section will commence on the Effective Date, and shall survive for 3 years after the termination of this Agreement.

## **8. Personal Data Protection**

**8.1.** For the purposes of this Clause 8, where terms and expressions used are not defined in this Agreement, they will have the meaning assigned to them in Regulation (EU) 2016/679, as amended or replaced from time to time, and any regulations or statutory instruments enacted thereunder (the "GDPR").

**8.2.** The Parties acknowledge that they are separate data controller of any personal data they process in relation to this Agreement, and shall procure that they, including their team, in performing its obligations under this Agreement, comply in all respects with the GDPR and all other data protection and/or privacy laws, regulations, instruments or codes of practice relating thereto ("**Data Protection Laws**") applicable to them, and otherwise in accordance with this Clause 9.

**8.3.** However, as part of this Agreement, the Licensee may disclose personal data of the users of the Software and therefore Licensee agrees to notify all of Licensee's Authorised Users that: (i) Licensor may process (a) personal data relating to members of Licensor's team (in particular, business contact details) in order for Licensor to further its legitimate business interests in ensuring the compliance of the Licensor with the terms of this Agreement; (ii) personal data will be kept for the duration of the agreement and any potential and subsequent legal action or the applicable statutory limitation period; (iii) they may be disclosed to legal/accounting advisor, police, prosecutor and jurisdictions as well as auditors and (iv) Licensee's team can contact Licensor to enforce their data related rights (access, correction, deletion, right to object) and obtain more information about data protection with the Licensor or the Licensee shall transmit without delay any data protection request regarding the Licensor's data processing.

**8.4.** Licensee shall ensure that it only shares personal data with the Licensor which are strictly necessary for the purpose of this Agreement.

**8.5.** Licensor undertake not to use the personal data for purposes other than those set out in this Agreement including taking any legal actions if necessary.

## **9. Liability**

### **9.1. Subcontracting and Service Providers**

Reliance on Third Parties, shall not release the former Party from its responsibility for its obligations under this Agreement, in whole or in part and/or shall not diminish or limit to any extent its obligations under this Agreement. Therefore, the former Party remains accountable in the event that its obligations under this Agreement are not fulfilled and it shall hold the other Party harmless against any damages that their contractors, subcontractors or Service Providers may have caused to the other Party.

### **10.2. Suitability and use of the Software – Data Loss**

Licensee is responsible for the suitability of the Software for its needs and for its uses of the Software by its employee(s), if applicable. In this regard, the Licensee must ensure that the Authorized User have the necessary skills and qualification to use the Software

Licensee shall be solely responsible for any malfunctions or damage caused by any modification to the Software, however minor, whether or not authorized by the Licensor.

Likewise, this applies if the Software is installed into versions of Unreal or Houdini other than those designated as supported with the version of the Software Licensee uses and as described in this License.

Licensee uses the Software and the Assets created by using the Software under his exclusive responsibility, without any possible recourse against the Licensor. In particular, the Licensor may not be held liable for errors, whatever their cause, in the Assets created, which it is the Licensee's responsibility to check.

Licensee is also responsible for protecting the data recorded or use and repairing the databases, the output obtained and ensuring that the Software is used in accordance with the specifications described in its documentation.

It is Licensee's responsibility to develop the operating procedures and to set up the appropriate control points and security mechanisms for backing up and restoring data in the event of anomalies in the running of the Software.

### **10.3. Limitations of liability**

10.3.1. Given these rights to use the software is granted as a bonus to the Patreon subscription, IN NO EVENTS LICENSOR SHALL BE LIABLE TO LICENSEE FOR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE.

If for any reason such limitation of liability was considered not applicable, the reviewing courts shall apply the following clause 10.3.2. to the Licensor, which is also applicable to Licensee.

10.3.2. Unless otherwise provided for in this Agreement and to the extent permitted by the applicable law, each Party, if recognized as liable for a breach of this Agreement, shall only be liable for certain, foreseeable and direct damages to the exclusion of the following:

In no event will either Party, its shareholders, directors, officers, employees, agents, suppliers or licensors be liable to the other Party for any indirect, special, consequential, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss whether or not they enter into the definition of certain, foreseeable and direct damages), arising out of or relating to this Agreement, or caused by any of the services, the Massive Worlds Toolkit, or the use, misuse or inability to use the Massive World Toolkit, even though such party has been advised of the possibility of such damages. This limitation of liability will apply regardless of the form of action, whether in contract, warranty, tort, product liability, negligence, strict liability or under any other legal theory.

Unless otherwise specified in this Agreement, if one of the Parties is ordered to pay damages to the other party as a result of a breach of this Agreement for any reason whatsoever, the award of damages may not exceed the half of a licensing or service fee applicable to a one-year black box commercial license fee that would be applicable at the time of the occurrence of the breach.

By mutual agreement, the foregoing limitations shall not apply to compensation for damages suffered by the Parties and shall be compensated in accordance with applicable law:

- in the event of fraud, gross negligence or willful misconduct;
- Prohibited use of the Software by Licensee, in particular under article 1.1. to 1.5. (e.g. prohibited reproduction, commercial uses etc.) and breach of any provisions that amounts to the unauthorized disclosure of the Software or which poses a serious risk of such disclosure and dissemination thereof;
- infringement of the other party's intellectual property rights.

### **10. Dispute Resolution, Governing Law and Jurisdiction**

With a view to finding a solution together to any dispute that may arise in the performance of this contract, the contracting parties agree to meet (including remotely by way of video conference call) within ten (10) days of receipt of a registered letter with acknowledgement of receipt or in compliance with article 11.7, notified by one of the two parties.

This amicable settlement procedure constitutes a compulsory prerequisite to the institution of legal proceedings between the parties. Any legal action brought in breach of this clause will be declared inadmissible.

However, if at the end of a period of thirty (30) days the Parties were unable to agree on a compromise or a solution, the dispute would then be submitted to the jurisdiction designated below.

For any dispute arising from the performance of this Agreement, the most diligent party will refer the matter to the competent courts.

**ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS CONTRACT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, INCLUDING ON APPEAL, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR THE PLURALITY OF DEFENDANTS.**

This Agreement shall be governed by and construed in accordance with the laws of the French Republic, without reference to its principles of conflicts of laws.

**11. Miscellaneous**

**11.1.** No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

**11.2.** The headings are included for convenience only and shall not affect the interpretation of the Agreement.

**11.3.** If any provision of this Agreement or any portion thereof is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and will be valid and enforceable to the full extent permitted by law. In the event that the performance of one or more of the clauses hereof is rendered impossible as a result of its cancellation, the Parties shall attempt to reach agreement in order to establish a new clause, the spirit and letter of which shall be as close as possible to the former clause, with the other stipulations hereof remaining in force.

**11.4.** Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, any other gender, masculine, feminine and neuter, as the context requires.

**11.5.** Any provision of this Agreement which by its terms imposes continuing obligations on the Parties shall survive the expiration or termination of this Agreement.

**11.6.** For the performance of the present agreement and its consequences, the parties respectively elect domicile at their registered offices or addresses indicated at the head of the present agreement or for Licensee, the contact details provided to Licensor to access the authorized way to obtain a copy of the Software (e.g. Patreon subscription). Any change in the registered office or address of one of the parties will only be opposable to the other party three days after having been duly notified.

**11.7. No Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

**11.8. Notices.** All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

***if to Licensor:***

Erwin Heyms

erwin@ehoudiniacademy.com

48 Rue Claude Balbastre, 34070 Montpellier, France

***If to Licensee: to the contact details provided through the Authorized Channel.***

## ANNEX 1: Content of the MWT

When downloading the Software, Licensee may access the type of files as set out hereunder, each category of files may be subject to specific rights to use. However, other than these exceptions, the terms of the License fully applied to them.

**Blackbox files** are Houdini digital assets that can be identified by the fact that they cannot be opened, or their internal code viewed, and by the information in their help file. They are fully subject to the terms of the License.

Additional files, may also be made available to you under open or Blackbox versions:

### MWT Blackbox Asset Info

All Blackbox .HDA assets provided with this version of the **Massive Worlds Toolkit** are made available as a perk of the **Patreon Backer** program at <https://Patreon.com/ErwinHeyms> & <https://EHoudiniAcademy.com> and are made available solely under the conditions of this License by Erwin Heyms.

### MWT Unreal Asset Info

Unreal Assets provided with the Massive Worlds Toolkit™ v1.2 (Beta) are comprised out of but not limited to .Uassets such as Textures, Models, Level Files, Material, Blueprints and PCG functions created specifically for use with the Houdini Assets and Massive Worlds Toolkit™ v1.2 Landscape Pipeline.

Usage and modification of these assets for use with Unreal projects that utilize the Massive Worlds Toolkit™ are allowed, granted the Licensing and Conditions of this licensing agreement are adhered to.

### MWT Open Example assets Info

All Open .HDA assets provided with this version of the **Massive Worlds Toolkit** are made available as a perk of the **Patreon Backer** program at <https://Patreon.com/ErwinHeyms> & <https://EHoudiniAcademy.com>

Modification of these open assets for usage with Houdini projects that utilize the Massive Worlds Toolkit™ are allowed, granted the Licensing and Conditions of this licensing agreement are adhered to.

### Open Source Art Asset Info

A limited set of Megascans texture and model .Uassets sourced from Quixel (2023) are included with the Unreal Example Project level to provide an example environment. These assets are included and used under the conditions of Quixel (2023) allowing usage with projects created for the Unreal Engine.

Additionally, a limited set of Creative Commons textures and models sourced from Polyhaven and assets from Blenderkit are (or were) included with the Unreal Example Project as a means to demonstrate functionality of the toolkit. These art assets may be replaced with MWT Unreal Assets over time.

## ANNEX 2: Commercial License information

(For information only)

### Commercial License Tiers:

The following entries in this list outline the options available to License the Massive Worlds Toolkit. Parties interested in one of these options should contact ERWIN HEYMS (erwin@ehoudiniacademy.com) to learn about current pricing and to upgrade to one of the higher licenses.

Taxes are excluded from all prices set out below are VAT or taxes excluded.

The below terms, prices and other values may be subject to change and the latest prices and information may be found on at <https://ehoudiniacademy.com> or by contacting [erwin@ehoudiniacademy.com](mailto:erwin@ehoudiniacademy.com)

For further information regarding terms and fees of the Tier 1 through 4 Licenses, please contact [erwin@ehoudiniacademy.com](mailto:erwin@ehoudiniacademy.com)

#### == Tier 1 License ==

*Blackbox - Single Project - Studio License:*

- **Yearly Subscription: 1500 Euros / year** for a limited, single project License, authorizing the use of the Blackbox Massive Worlds Toolkit™ assets for a single specific project.
- **Custom Pricing and Payment Solutions** for start-ups with pay-when-you-earn models. Please contact Erwin Heyms to discuss options.

#### == Tier 2 License ==

*Blackbox – Unlimited Projects - Studio License:*

- **Yearly Subscription: 2900 Euros / year** for an unlimited license to use the Blackbox Massive Worlds Toolkit assets on any number of projects within your studio or company.

**Tiers 3 and 4 cover Licenses that provide access to the Massive Worlds Toolkit™ Source Code and are distributed directly by Erwin Heyms to the Licensee via a personalized secure download link.**

#### == Tier 3 License ==

*Source Code – Single Project - Studio License:*

- **9000 Euros** for the source code, 'as-is' at the time of purchase. And a License authorizing the use and modification of the Source Code of the Massive Worlds Toolkit™ for a specific project.
- **2500 Euros / year** for the source code of any updates released in that period. (Optional, not auto-recurring)

#### == Tier 4 License ==

*Source Code – Unlimited Projects - Studio License:*

- **17500 Euros** for the source code, 'as-is' at the time of purchase. And a License authorizing the use and modification of the Source Code of the Massive Worlds Toolkit™ for any number of projects.
- **4500 Euros / year** for the source code of any updates released in that period. (Optional & not auto-recurring)