

## Public offer agreement

Please read the text of the Agreement before using the services

The limited liability company «AnimaRender» in the person of General Director Sitnikov Y.V., hereinafter referred as “Contractor” offers to any individual or legal entity (hereinafter called «Customer»), paid services for automatic, high-performance CPU / GPU image rendering (hereinafter - Services) in accordance to this offer.

The present proposal in accordance with paragraph 2 of article 437 of the RF Civil Code a Public offer (hereinafter – Agreement), full and unconditional acceptance (acceptance) which in accordance with article 438 of the Civil code of the Russian Federation is full or partial payment of Services contain on the Contractor’s site <https://animarender.com>.

### 1. Terms and definitions

- 1.1. «Party» or «Parties» - the Client or Contractor, or both the Client and Contractor.
- 1.2. «Project» - one or more scenes provided by the Client to Contractor in order for it to be rendered.
- 1.3. «Render services» - any services provided by Contractor in the process of rendering the Project using the computational capacities of Contractor.
- 1.4. «Package» - an offer, that include certain number of hours, which are being spend to render-services, according to size and difficulty of Project.
- 1.5. «Website» - "https://animarender.com/".

### 2. Amendments of the Agreement

- 2.1. Contractor reserves the right to change the terms of this Agreement and notify the Client by publishing updated versions of this Agreement on the Website.

### 3. Render services and responsibility of the Parties

- 3.1. Contractor reserves the right at any time to abandon the future Project without explaining the reasons or cancel the current Project in case of non-payment by the Client on previous Projects.
- 3.2. Contractor provides a secure FTP server with high-speed access for the transfer and storage of Client’s data.
- 3.3. Contractor undertakes:
  - provide access to the relevant equipment and software to perform Render services in the necessary amount, according to the Client’s Project
  - maintain the equipment and / or software in a working condition;
  - provide technical support for hardware and / or software;
  - provide the Client with technical support regarding the work of the service.
- 3.4. Contractor provides the storage for render results and Client scene files within 10 (ten) business days from the moment the render process is completed. At the end of this period, Contractor has the right to permanently delete the scene files and the results of the render unless otherwise stipulated by an additional agreement with Client.
- 3.5. The Client is obliged to pay for Render services by depositing funds to his balance in his personal account before the service is provided. The funds will be automatically debited from the balance of the Customer at the end of the Service, unless otherwise stipulated by an additional agreement or contract. Contractor is obliged to provide Render services for the funds deposited by the Customer. Return of funds is possible only with a separate agreement of the Parties.

- 3.6. The Client undertakes to provide Projects that are compatible with the versions of Software, supported by Contractor. In case of non-fulfillment of this clause, Contractor is not responsible for any possible incorrect result of the Project rendering.
- 3.7. In case that Contractor provides Services of inadequate quality (due to the fault of the employees of Contractor, equipment or other reasons that Contractor could influence), the Client has the right to demand from Contractor to repeat Render services without any additional payments.

#### 4. Access to services

- 4.1. In order to access the Services of Contractor, the Client must create a user account by entering the required information in the registration form fields. By registering on the Website, the Customer thereby agrees to the processing of personal data.
- 4.2. For further access to personal account, the Client receives the password from Contractor to the e-mail specified during registration. The client is solely responsible for storing the password and protecting the account from the entry of unauthorized persons.
- 4.3. Client gets an actual access to Render-services by buying a Package.
- 4.4. Client need to buy a Package before start of the render. Once the task is finished, the number of hours spent on render gets written off from the amount of hours in a Package.
- 4.5. In case when actual number of hours spent for render is more than amount of hours in Package, the remaining time of render gets paid in the form of money debited from the current Client's account at the base rate;
- 4.6. The purchased Package is not refundable
- 4.7. Purchasing of the Package does not provide an individual pipeline and does not guarantee the immediate availability of machines by the Client's request.
- 4.8. The cost of the CPU Package is calculated for render on Dual Xeon E5-2670. If more than 1 machine is used, the render time is written off depending on the number of machines used (for example, for 1 render hour on 30 machines, 30 hours will be written off from the Package)
- 4.9. The cost of the GPU Package is calculated for render on the station with 6 GTX 1080. If more than 1 machine is used, the Render time is written off depending on the number of machines used (for example, for 10 render-hours on 2 machines with 6 GTX 1080 20 hours will be written off from the Package). If machines with 4 GTX 1080 or Tesla K40 are used, the number of hours will be written off from the package, in proportion to the cost of the machine hour (for example, for 10 render-hours on the node with 4 GTX 1080, 8.2 hours will be written off from the Package)

#### 5. Tariffs

- 5.1. Contractor provides Services, according to the tariffs, bonus programs and special offers placed on the Website.
- 5.2. Contractor reserves the right to change tariffs, edit bonus programs and special offers at any time without direct notice to the Client.

#### 6. Limitation of Liability

- 6.1. Contractor does not guarantee the permanent availability of the service and is not responsible for the delay or loss of data, lack of connection, slow connection or any other similar problems caused by circumstances that Contractor could not influence.
- 6.2. Contractor is not responsible for the possible delays related with availability and current load of machines, the place of Client's task in the turn, other circumstances that are part of objective specifics of the service work and service current condition.

- 6.3. Contractor is not responsible for the incorrect rendering result, unstable work of the service, inaccurate render time, as well as for the loss of the Client's files and any losses of the Client associated with it, unless otherwise specified in the additional agreement or contract with the Client.
- 6.4. The Parties are exempt from liability for full or partial non-fulfillment of their obligations under this Agreement, if such failure will be a consequence of force majeure circumstances, i.e. Extraordinary and unavoidable circumstances under the circumstances, which the Parties could neither foresee nor prevent by reasonable measures.
- 6.5. In the event of the foregoing circumstances, the party for whom the impossibility of fulfilling its obligations under this Agreement has been established must notify the other party within 48 (forty eight) hours after the onset of force majeure of the occurrence of the above circumstances. The notice should contain data on the nature of force majeure circumstances and assess their impact on the performance of the Party's obligations.

## 7. Confidentiality

- 7.1. Contractor considers as Confidential all information received from the Client and does not disclose such information to any person (except for employees of Contractor) without the prior written consent of the Client. This paragraph does not apply to information that is publicly available or generally known. Confidential Information provided by the Client remains the property of the Client.
- 7.2. Contractor undertakes to protect the Customer's Confidential Information using the same security systems that protect the Confidential Information of Contractor, and guarantees the impossibility of unauthorized use, distribution or publication of the Customer's Confidential Information.
- 7.3. Contractor guarantees that all of her employees are familiar with the provisions of this section and are responsible for their failure to comply.
- 7.4. The Client has the right to demand from Contractor signing the extra NDA (non-disclosure agreement)
- 7.5. Confidential information includes Client's personal data. List of collectable personal data, procedure and purposes of collecting and processing personal data established by Contractor's Privacy Policy.

## 8. Dispute Resolution

- 8.1. All questions concerning the interpretation, execution, validity and performance of this Agreement shall be accepted and determined in accordance with the legislation of the Russian Federation.
- 8.2. All disputes and disagreements arising in the course of the implementation of this Agreement or in connection with it shall be resolved through negotiation between the Parties in a claim procedure. The time for consideration of the claim is 10 (ten) business days.
- 8.3. All disagreements regarding the application of this Agreement, in case that the Parties have not settled them on a pre-court basis, are solved in the Arbitration court for Chelyabinsk Region.
- 8.4. The usage Russian language is a priority in case of negotiations between the Parties.