

1. PARTIES

1.1 The Foundry Visionmongers Limited (company number 04642027) the registered office of which is 5 Golden Square, London, W1F 9HT ("Supplier").

1.2 You, the end user of the software products licensed for use on a computer ("Licensee").

2. BACKGROUND

2.1 The Supplier has supplied and licensed certain software products ("Software") to the Licensee under the terms of the End User License Agreement.

2.2 In order to guard against unlicensed use of the Software a licence key is required to access and enable the Software.

2.2 The Licensee wishes to move a licence key to another computer on the terms set out, but not limited, to this agreement.

3. TERMS AND CONDITIONS

The issuing of replacement or substituted licence keys if the Software is moved from one computer to another is subject to these terms and conditions.

3.1 The Foundry will not allow license transfer requests where the software products would be eligible for support, upgrades and updates under the terms and conditions of The Foundry's Annual Upgrade and Support Programme, but the Licensee's paid access to the Programme has lapsed.

3.2 The Foundry will consider licence transfer requests from one computer to another only if the original computer or computer component from which we determine the system id number, has been lost, stolen, damaged, upgraded or replaced and for no other reason.

3.3 The Foundry will limit the Licensee to a maximum of one licence key transfer per year from the date the product was purchased. This is free of charge.

3.4 Additional licence key transfers within this period will be charged at the rate shown in the current price book. As a guide, the current cost to transfer a licence key is £195 for application products (Nuke, NukeX, Mari, Katana), and £50 for all other products.

3.5 A licence key is defined as a node locked or floating key for a single product. Multiple licence keys will require multiple licence transfer forms and may incur multiple transfer fees.

3.6 If a new licence key is issued under this licence transfer policy it will be for the same version and options of the product as in the original licence key. For example, a node locked licence cannot be transferred to a floating licence.

3.5.1 Plug-ins cannot be transferred to another host system. For example, you cannot transfer Keylight on Avid DS to Keylight on Shake.

3.6 A licence transfer to a computer in a different country is prohibited.

3.6.1 Licence transfers from the Licensee to its parent company, subsidiary, affiliates, associated company, branch or office is strictly prohibited.

3.6.2 The transfer of licence keys due to an asset sale is prohibited.

3.6.3 The Foundry will consider licence transfer requests of Student/Staff licence keys that have been bought at a discount under The Foundry's Educational Policy.

3.7 The transfer of licence keys is considered on a case-by-case basis and is at the sole discretion of The Foundry.

4. THE LICENSEE'S RESPONSIBILITIES

4.1 The Licensee must complete, sign and return via fax or email a licence transfer form for each licence key that they wish to transfer. This licence transfer form can be found on www.thefoundry.co.uk under the FAQs in Support or search for "licence transfer form".

4.2 The Licensee must remove all transferred licence keys on the originating machine within 2 days of receiving the new licence keys.

5. MISCELLANEOUS

5.1 The Foundry may from time to time and at its sole discretion vary the terms and conditions of this Licence Transfer Policy.

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