

Pop Studios for Light Kit Pro 3 Product EULA

Copyright (c) 2019 Greyscalegorilla

***** END USER LICENSE AGREEMENT *****

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.

1. LICENSE

By receiving, opening the file package, and/or using Pop Studios for Light Kit Pro 3("Software") containing this software, you agree that this End User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by Greyscalegorilla your use of Pop Studios for Light Kit Pro 3 indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, Greyscalegorilla grants you a limited, non-exclusive, non-transferable license, without the right to sub-license, to use Pop Studios for Light Kit Pro 3 in accordance with this Agreement and any other written agreement with Greyscalegorilla. Greyscalegorilla does not transfer the title of Pop Studios for Light Kit Pro 3 to you; the license granted to you is not a sale. This agreement is a binding legal agreement between Greyscalegorilla and the purchasers or users of Pop Studios for Light Kit Pro 3.

If you do not agree to be bound by this agreement, remove Pop Studios for Light Kit Pro 3 from your computer now and, if applicable, promptly return to Greyscalegorilla

by mail any copies of Pop Studios for Light Kit Pro 3 and related documentation and packaging in your possession.

2. DISTRIBUTION

Pop Studios for Light Kit Pro 3 and the license herein granted shall not be copied, shared, distributed, re-sold, offered for resale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of Pop Studios for Light Kit Pro 3 contact Greyscalegorilla.

3. USER AGREEMENT

3.1 Use

Your license to use Pop Studios for Light Kit Pro 3 is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of Pop Studios for Light Kit Pro 3.

3.2 Use Restrictions

You shall use Pop Studios for Light Kit Pro 3 in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of Pop Studios for Light Kit Pro 3 together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of Pop Studios for Light Kit Pro 3 may be used on one single computer location by one user. Use of Pop Studios for Light Kit Pro 3 means that you have loaded, installed, or run Pop Studios for Light Kit Pro 3 on a computer or similar

device. If you install Pop Studios for Light Kit Pro 3 onto a multi-user platform, server or network, each and every individual user of Pop Studios for Light Kit Pro 3 must be licensed separately.

You may make one copy of Pop Studios for Light Kit Pro 3 for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of Pop Studios for Light Kit Pro 3. The assignment, sublicense, networking, sale, or distribution of copies of Pop Studios for Light Kit Pro 3 are strictly forbidden without the prior written consent of Greyscalegorilla. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of Pop Studios for Light Kit Pro 3. If any person other than yourself uses Pop Studios for Light Kit Pro 3 registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

If licensee received Pop Studios for Light Kit Pro 3 through process of annual subscription, and the aforementioned subscription is cancelled, Licensee will no longer be able to use the Pop Studios for Light Kit Pro 3 and is immediately required to delete/uninstall Pop Studios for Light Kit Pro 3 from all devices.

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets, and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile Pop Studios for Light Kit Pro 3. Nor can you create any derivative works or other works that are based upon or derived from Pop Studios for Light Kit Pro 3 in whole or in part.

Greyscalegorilla's name, logo and graphics file that represents Pop Studios for Light Kit Pro 3 shall not be used in any way to promote products developed with Pop Studios for Light Kit Pro 3. Greyscalegorilla retains sole and exclusive ownership of all right, title and interest in and to Pop Studios for Light Kit Pro 3 and all Intellectual Property rights relating thereto.

Copyright laws and international copyright treaty provisions protect all parts of Pop Studios for Light Kit Pro 3, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for Greyscalegorilla.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend Greyscalegorilla, its employees, agents, and distributors against any and all claims, proceedings, demand, and costs resulting from or in any way connected with your use of Greyscalegorilla's Software.

In no event (including, without limitation, in the event of negligence) will Greyscalegorilla, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, Pop Studios for Light Kit Pro 3 or the use or inability to use Pop Studios for Light Kit Pro 3 or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Greyscalegorilla's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by Greyscalegorilla) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to Greyscalegorilla.

3.5 Warranties

Except as expressly stated in writing, Greyscalegorilla makes no representation or warranties in respect of this Software and expressly excludes all other warranties,

expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the United States applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the United States therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease the use of Pop Studios for Light Kit Pro 3 and destroy all copies of Pop Studios for Light Kit Pro 3 supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY Pop Studios for Light Kit Pro 3 AS WELL.

5. Consent of Use of Data

You agree that Greyscalegorilla may collect and use the information gathered in any manner as part of the product support services provided to you, if any, related to

Pop Studios for Light Kit Pro 3. Greyscalegorilla may also use this information to provide notices to you which may be of use or interest to you.