

ZYLIA END USER LICENSE AGREEMENT

FOR ZYLIA STUDIO

This End User License Agreement is a legally binding license agreement.

You need to agree to the terms of this End User License Agreement to be able to install, access or use the ZYLIA Software and other Services provided by Zylia.

By installing, accessing or using the ZYLIA Software you do not acquire any other rights beside the ones granted to you by Zylia in this End User License Agreement.

The ZYLIA Software is licensed to you, which means that you are not the owner of the software.

If you need any clarifications regarding the terms of the End User License Agreement you may ask Zylia for help.

To accept the terms of the ZYLIA End User License Agreement on behalf of legal entity you are required to have a full authority to act on behalf of such an entity, including authority to bind that entity.

1. Definitions:

- **Demo Version** - a version of ZYLIA Software with limited functionality to be used only to demonstrate and evaluate ZYLIA Software for a limited period of time.
- **Online Activation** – method of activating and verifying the ZYLIA Software
- **Update** – improvement in ZYLIA Software made available by Zylia to the users of ZYLIA Software
- **Support** – services provided by Zylia for the support of ZYLIA Software in case of technical problems
- **Zylia** – Zylia Spółka z ograniczoną odpowiedzialnością with its legal seat in Poznań, Poland, ul. Umultowska 85, 61-614 Poznań, KRS 0000270693, REGON 140778047, NIP 5252380826
- **ZYLIA Software** – application named ZYLIA Studio in a stand – alone version. This EULA grants you license to use ZYLIA Studio and non of the other software of Zylia.

2. Ownership of the ZYLIA Studio

Copyrights to the ZYLIA Software are owned by Zylia.

By installing, accessing or using the ZYLIA Software you do not acquire any other rights beside the one granted to you by this license.

You shall have no ownership in the ZYLIA Software, as such rights are owned by Zylia.

All rights, copyrights, trademarks, patents, intellectual property rights are owned by Zylia.

Zylia does not transfer any rights to you.

You are authorized to use the ZYLIA Software only as a licensee in the scope set in this End User License Agreement.

The ZYLIA Software is protected by applicable law, including international treaties and conventions.

All rights are reserved.

3. Requirements

To install the ZYLIA Software you must agree to the terms and conditions of this End User License Agreement.

The ZYLIA Software supports following operating systems:

- Apple – 64 bit, from OS X 10.09 to the latest
- Linux – 64 bit, Ubuntu 16.04 or higher
- Windows – 64 bit, 7, 8.1, 10

The ZYLIA Software supports 64-bit Intel systems.

CPU limits the processing time.

2 GB of RAM is recommended to use the ZYLIA Software.

You need a minimum 2 GB of free space to install ZYLIA Software.

You will need more disk space to store data.

The ZYLIA Software supports LimeLM software to activate your software (Online Activation).

The LimeLM activation may happen in the background without notification for a user.

You may find more information about LimeLM privacy policy at <http://wyday.com/limelm/help/activation-privacy/>.

Following information may be sent to wyDay: serial number of software license, product key, time of installation, operating system name and version, and a digital fingerprint, which is a unique number that cannot be traced back to a specific user or a specific computer.

You may use your ZYLIA Software only on three devices.

In case of ZYLIA Studio you need a ZM-1 microphone connected to your computer device to use all of the features of ZYLIA Studio, including recording.

4. Scope of License

Upon accepting this License Agreement, Zylia grants you a right to a non-exclusive, non-sublicensable, non-transferable license to use ZYLIA Software during the term of this End User License Agreement and a right to receive updates to ZYLIA Software as they will become available and if they will become available.

You may not distribute ZYLIA Software to third parties, enable access to ZYLIA Software for third parties, use, transfer or export ZYLIA Software in violation of any laws or any decisions of government or governmental agency of a Member State of European Union or United States of America, reverse engineer, decompile or modify ZYLIA Software unless if in compliance with particular open source licenses delivered with ZYLIA Software.

You may not publish, rent, lease or lend ZYLIA Software, make the software available for use by multiple user over a network at the same time.

Reverse engineering, decompilation and disassembly of the ZYLIA Software is permitted only to the extent set by applicable law.

You may choose to use a trial version or Demo Version of ZYLIA Software if the installer of ZYLIA Software allows it.

Trial version will grant you a limited 7 days license to use ZYLIA Software.

After 7 days the trial license will expire and ZYLIA Software will be unavailable and inaccessible.

Demo Version may be used only to evaluate the software and decide whether the User wants to buy a full version of ZYLIA Software.

Demo Version may be used exclusively for a non-commercial, internal use and for no other purpose.

Demo Version is a restricted version that lacks some of the features available in a full version of ZYLIA Software.

You may not save your work using a Demo Version.

You may create one backup copy of ZYLIA Software and use it to restore the software only.

You may use documentation provided with ZYLIA Software.

5. Error Reporting

In case of software error you may send an automatically generated report to Zylia containing data logs or recordings.

No files will be sent to Zylia without your consent.

Reports may be used to solve technical problems and update ZYLIA Software.

6. Limited Liability and Warranty

In any case and for all events, Zylia’s liability arising out of or relating to this End User License Agreement or the use of ZYLIA Software, including without limitation on account of performance or non-performance of obligations, will not exceed the amount of 5 EURO.

In no event will Zylia be liable to user for damages, including, without limitation, any incidental, consequential, special, indirect, exemplary or punitive damages or any damages arising out of or in connection with any malfunctions, regulatory non-compliance, delays, loss of data, lost profits, lost savings, interruption of service.

Zylia provides ZYLIA Software and all the services “as is” and without warranties or conditions of any kind.

Zylia does not guarantee or warrant that the user of the ZYLIA Software or any of the services will be uninterrupted, free of error or that Zylia will correct all ZYLIA Software errors.

You are solely responsible for the use of ZYLIA Software.

Important: your consumer rights and guarantees are not limited in any way by this End User License Agreement.

7. Intellectual Property Rights

Zylia’s trademarks, Community designs, logos, trade names and services marks displayed as part of the ZYLIA Software or services are the property of Zylia.

You are not permitted to use Zylia’s trademarks, Community designs, logos, trade names and services marks without a prior written consent of Zylia.

8. Other Provisions

This EULA will be governed by and construed in accordance with the laws of Poland.

Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control, including without limitation, labor difficulties and problems with telecommunications providers.

If any provision of this EULA is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable.

If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the EULA.

Zylia may assign this EULA pursuant to a merger or a sale of all or substantially all of its assets.

This EULA is the final, complete and exclusive statement of the agreement between the parties with respect to subject matter of this EULA and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this EULA are contained therein.

9. Third parties' music tracks

Third parties' music tracks may be included in ZYLIA Software (Demo Music Tracks).

You may use such Demo Music Tracks for a personal and non-commercial use within ZYLIA Software to test the features of ZYLIA Software.

You are not granted any other right to Demo Music Tracks, ie. you may not share them, publish them or use as a part of your music tracks, you may not mix them, filter, reformat or alter in any other way.

You may not create any derivative works using Demo Music Tracks.

Following Demo Music Tracks are included in this version of ZYLIA Software:

- Rachel by Anna Blanton,
- One Move by Marc-Alan Barnette & Bonnie Lee Panda.

The authors of ZYLIA Software would like to thank the artists: Anna Blanton, Marc-Alan Barnette and Bonnie Lee Panda for support and permission to use their music pieces in the application.