License for Zero Brush (Blender Addon)

© 2014 Blender Sensei (Seth Fentress: Licensor)

THE SOFTWARE (Zero Brush) - Terms and conditions

- Preamble: This Agreement governs the relationship between the software purchaser, a
 Business Entity, (hereinafter: Licensee) and LICENSOR, a LICENSOR AFFILIATION
 whose principal place of business is (Hereinafter: Licensor). This Agreement sets the
 terms, rights, restrictions and obligations on using [Zero Brush] (hereinafter: The
 Software) created and owned by Licensor, as detailed herein
- 2. License Grant: Licensor hereby grants Licensee a Personal, Non-assignable & non-transferable, Commercial, Royalty free, Without the rights to create derivative works (of The Software), Non-exclusive license, all with accordance with the terms set forth and other legal restrictions set forth in 3rd party software used while running Software.
 - 1. Limited: Licensee may use Software for the purpose of:
 - 1. Creating assets for animation, games, graphics, and general 3D application and design for personal use or commercial profit.
 - 2. Non Assignable & Non-Transferable: Licensee may not assign or transfer his or her rights and duties under this license.
 - 3. Commercial, Royalty Free: Licensee may use Software for paid-services, without any royalties.
 - 4. Licensee may not, under any circumstances, share, trade or sell the software in part or in whole.
- 3. Term & Termination: The Term of this license shall be until terminated. Licensor may terminate this Agreement, including Licensee's license in the case where Licensee:
 - 1. became insolvent or otherwise entered into any liquidation process; or
 - 2. exported The Software to any jurisdiction where licensor may not enforce his rights under this agreements in; or
 - 3. Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
 - 4. Licensee in breach of any of the terms of clause 2 to this license; or
 - 5. Licensee otherwise entered into any arrangement which caused Licensor to be unable to enforce his rights under this License.
- 4. Payment: In consideration of the License granted under clause 2, Licensee shall pay Licensor a FEE, via Credit-Card, PayPal or any other mean which Licensor may deem adequate. Failure to perform payment shall construe as material breach of this Agreement.
- 5. Upgrades, Updates and Fixes: Licensor may provide Licensee, from time to time, with Upgrades, Updates or Fixes, as detailed herein and according to his sole discretion.
 - 1. Upgrades: for the purpose of this license, an Upgrade shall be a material amendment in The Software, which contains new features and or major performance improvements or code error corrections.

- 6. Support: Software is provided under an AS-IS basis and without any support, updates or maintenance. Nothing in this Agreement shall require Licensor to provide Licensee with support or fixes to any bug, failure, mis-performance or other defect in The Software.
 - 1. Bug Notification: Licensee may provide Licensor of details regarding any bug, defect or failure in The Software; Licensee shall comply with Licensor's request for information regarding bugs, defects or failures and furnish him with information, screenshots and try to reproduce such bugs, defects or failures.
- 7. Liability: To the extent permitted under Law, The Software is provided under an AS-IS basis. Licensor shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by Licensee as a result of Software's actions, failure, bugs and/or any other interaction between The Software and Licensee's end-equipment, computers, other software or any 3rd party, end-equipment, computer or services. Moreover, Licensor shall never be liable for any defect in source code written by Licensee when relying on The Software or using The Software's source code.

8. Warranty:

- Intellectual Property: Licensor hereby warrants that The Software does not violate or infringe any 3rd party claims in regards to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property rights.
- 2. No-Warranty: The Software is provided without any warranty; Licensor hereby disclaims any warranty that The Software shall be error free, without defects or code which may cause damage to Licensee's computers or to Licensee, and that Software shall be functional. Licensee shall be solely liable to any damage, defect or loss incurred as a result of operating software and undertake the risks contained in running The Software.
- 3. Prior Inspection: Licensee hereby states that he inspected The Software thoroughly and found it satisfactory and adequate to his needs, that it does not interfere with his regular operation and that it does meet the standards and scope of his computer systems and architecture. Licensee hereby waives any claims regarding The Software's incompatibility, performance, results and features, and warrants that he inspected the The Software.
- 9. No Refunds: The Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if The Software contains material flaws.
- 10. Indemnification: Licensee hereby warrants to hold Licensor harmless and indemnify Licensor for any lawsuit brought against it in regards to Licensee's use of The Software in means that violate, breach or otherwise circumvent this license, Licensor's intellectual property rights or Licensor's title in The Software.
- 11. Governing Law, Jurisdiction: Licensee hereby agrees not to initiate class-action lawsuits against Licensor in relation to this license and to compensate Licensor for any legal fees, cost or attorney fees should any claim brought by Licensee against Licensor be denied, in part or in full.