

# Framer Studio License Agreement

This Agreement is a legal agreement between you (either an individual or legal entity) and Podium B.V., a limited liability company established and existing under the laws of the Netherlands (hereinafter: “Podium”) for the use of the Framer Studio application.

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The General Terms (E) are applicable in all cases.

## A. DEMO LICENSE TERMS

Podium grants you a non-exclusive, non-transferable license to use Framer Studio for time-limited evaluation purposes, only in accordance with the terms and conditions set forth herein. You agree not to transfer, assign, rent, lease, sublicense, or lend Framer Studio to any other person or entity, except as expressly provided herein, and that any attempt to do so in any other way shall render the license null and void. Framer Studio

may be used for a period of 30 calendar days from the first time you run Framer Studio. Upon lapse of such trial period all of or part of the functionality of Framer Studio will be disabled automatically.

Podium may, at its sole discretion, decide to prolong the trial period and will inform you thereof via [www.framerjs.com](http://www.framerjs.com) or by contacting you by email, by phone or in writing. If you wish to use Framer Studio after the trial period, you will need to purchase a Commercial License. Podium may extend to you an expiring license key, in which event such a license key will be considered a means to extend the trial period under The Demo License Terms.

## **B. COMMERCIAL LICENSE TERMS**

Podium grants you a non-exclusive license to use Framer Studio, only in accordance with the terms and conditions set forth herein. You agree not to transfer, assign, rent, lease, sublicense, or lend Framer Studio to any other person or entity, except as expressly provided herein, and that any attempt to do so in any other way shall render the license null and void.

### **B1. SCOPE**

This License grants you the right to activate and use Framer Studio on either (a) one computer used by multiple people, or (b) several computers, within reasonable limits, used by one and the same person. Podium may at its sole discretion define and adjust what said reasonable limits amount to. This License does not allow multiple users to use Framer Studio on multiple computers.

### **B2. TRANSFER**

You may transfer your Framer Studio license rights only once and permanently to another person or legal entity under the conditions that you transfer Framer Studio in its entirety, you do not retain a copy of Framer Studio or any part thereof yourself and the receiving party reads, agrees with and accepts the terms and conditions of this License Agreement. In some cases, you may need to contact Podium to complete the transfer.

## **C. SITE LICENSE TERMS**

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This License does not allow Framer Studio to be activated and used on computers that are not either a) owned by you, b) owned by any fully owned subsidiary of you, c) owned by or operated primarily by your employees or employees of any fully owned subsidiary of you. This License furthermore does not allow the use of Framer Studio other than for business purposes of your company.

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When a requested transfer of your Site License is granted, you may transfer your Framer Studio license rights only once and permanently to another person or legal entity under the conditions that you transfer Framer Studio in its entirety, you do not retain a copy of Framer Studio or any part thereof yourself and the receiving party reads, agrees with and accepts the terms and conditions of this License Agreement, and the other person or legal entity is the same party that Podium has granted you the right to transfer your license rights to.

## **D. NFR LICENSE TERMS**

Podium grants you a non-exclusive, non-transferable license to use Framer Studio for evaluation, promotional and/or review purposes, only in accordance with the terms and conditions set forth herein. You agree not to transfer, assign, rent, lease, sublicense, or lend Framer Studio to any other person or entity, except as expressly provided herein, and that any attempt to do so in any other way shall render the NFR License null and void. If you wish to use Framer Studio for other than the stated purposes, you need to purchase a Commercial License to use Framer Studio. Podium may, at its sole discretion, decide to extend your allowed usage of Framer Studio beyond the stated uses and will inform you thereof via [framerjs.com](https://framerjs.com) or by contacting you by email, by phone or in writing.

### **D1. SCOPE**

This License grants you the right to activate and use Framer Studio on either (a) one computer used by multiple people, or (b) several computers, within reasonable limits, used by one and the same person. Podium may at its sole discretion define and adjust what said reasonable limits amount to. This License does not allow multiple users to use Framer Studio on multiple computers.

### **D2. TRANSFER**

You may not transfer your Framer Studio license rights to another person or legal entity. If you know of anyone else who should obtain an NFR License for Framer Studio, please contact Podium through the applicable sections of [framerjs.com](https://framerjs.com).

## **E. GENERAL TERMS**

### **E1. COPYRIGHT AND RESTRICTIONS**

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## **E3. ADDITIONAL SERVICES**

Fees may apply for additional services and products offered by Podium and others, including, but not limited to, services that integrate with Framer Studio or extend the functionality of Framer Studio.

## **E4. WARRANTIES**

Podium does not warrant that Framer Studio operates on the computer you intend Framer Studio to be used on and you shall be solely responsible for obtaining a computer compatible with Framer Studio. Podium is providing you Framer Studio on an 'as-is' basis without warranty of any kind. Podium does not and cannot warrant the performance or results you may obtain using Framer Studio, or that Framer Studio operates error free.

## **E5. HEALTH WARNING**

If you or anyone in your family has experienced symptoms linked to an epileptic condition (e.g. a seizure or loss of awareness), immediately consult your physician before using Framer Studio. If you experience dizziness, altered vision, eye or muscle twitching, involuntary movements, loss of awareness, disorientation, and/or convulsions, stop using Framer Studio immediately and consult your physician.

## **E6. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Podium is not liable to you or to any third party for any damages, either direct, indirect, incidental, consequential or otherwise – including in each case, but not limited to damages rising from inability to use

Framer Studio or access data, loss of data, loss of business, loss of profits, business interruptions or the like – arising out of the use or inability to use Framer Studio even if Podium has been advised of the possibility of such damages. Notwithstanding the above, or anything else contained in this Agreement, neither party's liability for death or personal injury resulting from its own negligence shall be limited. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **E7. INFRINGEMENT**

If Framer Studio is, or in Podium's opinion is likely to become, the subject of a claim of infringement, Podium shall have the right, without obligation and at its sole discretion, to: (i) procure for you the right to continue to use Framer Studio; (ii) replace or modify Framer Studio in such a way as to make the modified Framer Studio non-infringing; or (iii) terminate this Agreement. The foregoing states Podium's and its subsidiaries entire liability and obligation to you and your sole remedy with respect to any actual or alleged infringement of intellectual property rights of any kind.

## **E8. TECHNICAL AND RELATED INFORMATION**

Podium and its subsidiaries may collect and use technical and related information, including but not limited to technical information concerning your computer, system and application software. Podium and its subsidiaries are free to use this information in any form that does not personally identify you.

## **E9. PERSONAL INFORMATION**

Podium may render this License Agreement null and void if it finds that the personal information you submitted during online activation or when buying Framer Studio is incorrect, inaccurate or outdated. It is your sole responsibility to keep Podium informed of any changes in your personal information. To do so, contact Podium through the appropriate sections of [framerjs.com](https://framerjs.com) or, where possible, from within Framer Studio itself. Podium may require you to verify any changes to personal information.

Podium may use your personal information to validate your personal license rights, to contact you with information related to Framer Studio and, if you acquired your Framer Studio license through a reseller, to communicate with said reseller regarding your purchase. Podium may share your information with its licensors within reason. Podium will not sell or in any way license usage of your personal information to third parties.

## **E10. ONLINE ACTIVATION**

The Framer Studio Software requires activation in order to use it under the Commercial, Site and/or NFR License Terms. If you do not activate your copy of Framer Studio, all of or part of the functionality of your copy of Framer Studio will disable automatically after the trial period. Podium may at its sole discretion decide to adjust the exact technical conditions under which unactivated Framer Studio copies cease to work, or the trial period.

You are required to submit personal information during activation. You might need an active, functional internet connection to activate your copy of Framer Studio. Your licensed use of Framer Studio is bound to the computer(s) you used to complete activation. You may need to reactivate your copy of Framer Studio after replacing the logic board or otherwise changing the hardware configuration of your computer. You may need to contact Podium to complete reactivation.

## **E11. THIRD PARTY SOFTWARE LICENSES**

Framer Studio may make use of third party software. Notwithstanding the foregoing, use of some third party materials included in Framer Studio Software may be subject to other terms and conditions. The official copyright notices and specific license conditions of this third party software are to be found via the “About” window of Framer Studio or can be emailed to you upon request. You hereby agree to the terms and conditions for such third party software.

## **E12. TERM AND TERMINATION**

This Agreement is effective until terminated. Without prejudice to any other rights, Podium may immediately terminate this Agreement if you fail to comply with any of the terms and conditions set out in this Agreement. In such event you must cease all use of Framer Studio and delete all copies of Framer Studio that are in your possession.

## **E13. ENTIRE AGREEMENT**

Your delivery and payment conditions or any other general or special conditions shall not apply. This Agreement is the entire agreement between you and Podium relating to Framer Studio and supersedes all prior oral or written communications and representation with respect to Framer Studio or any other subject matter covered by this Agreement.

#### **E14. SEVERANCE**

If any of the provisions of this Agreement is held to be void, unenforceable or illegal, the other provisions shall continue in full force and effect. The affected provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the applicable law.

#### **E15. EXPORT CONTROLS**

You agree not to export, reexport or use Framer Studio except as explicitly authorized by Dutch law and the laws of the jurisdiction in which you obtained your Framer Studio license. If you purchased or use Framer Studio in the United States, you may not export or re-export Framer Studio to any U.S. embargoed country or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or U.S. Department of Commerce's Denied Persons List or Entity List. By using Framer Studio, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use Framer Studio for any purposes prohibited by United States law, including without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons. If you inadvertently stumble upon a way to use ETA for the development, design, manufacture or production of said missiles or weapons you will notify Podium with a detailed description of said way immediately.

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## **E18. QUESTIONS**

If you have any questions concerning this Agreement, please contact Podium through the appropriate sections of [framerjs.com](https://framerjs.com).