



*Squall*

## **Squall License Agreement**

License Version 2.0

This license agreement is made by and between Forge and Form GmbH (the "Company") and the person (the "Licensee") who downloads and/ or uses the Squall App, SDK or After Effects extension (the "Software"). By installing or using the Software, the Licensee agrees to have read and understood this license agreement as well as adhere to its terms and conditions.

### **1. License**

The Licensee is granted a non-exclusive, non-transferable, royalty-free license to install, run and use the Software for any purpose, commercial or non-commercial.

The Licensee understands that in order to use the Software the Licensee may need to purchase additional licenses such as the iOS SDK from Apple Inc. or Adobe After Effects CC 2015 (or higher) from Adobe Systems Inc., or hardware such as the iPhone by Apple Inc. The Licensee is granted the right to include the software development tools provided as part of the Software ("SDK") into their development environment and to link the SDK to applications to be developed, provided, redistributed or sold by the Licensee in a binary form as a part of an application by the Licensee to the Licensee's end users in the form of compiled binary files provided the following conditions are met:

- a. The SDK may only be distributed as part of compiled software developed by or for the Licensee. The software application must be compiled to binary object code and the SDK must be embedded into the binary program code as an inseparable part.
- b. The SDK may only be distributed as part of a derived work and incorporated into an application of the Licensee. Any other redistribution such as in the form of relinkable libraries or similar forms is prohibited.
- c. The SDK is the only part of the Software that may be redistributed in the above mentioned manner and only in the above mentioned manner.
- d. The Licensee may not assign, sublicense, copy, sell or otherwise distribute the Software or any parts thereof to any third party.

e. The Licensee may not modify, decompile, reuse, reverse engineer or otherwise translate the Software or any portion thereof.

## **2. Usage Information**

In addition to information that the Licensee provides the Company directly, parts the Software - specifically the Squall App and After Effects extension - may gather data such as but not limited to error reports, app usage and crash statistics to be used by the Company as it deems fit. Crash reports may contain animation data but the user can at each point in time opt out of sending animation data along with crash statistics within the After Effects extension provided as part of the Software. The SDK does not gather any such information.

## **3. Rights of Output**

The Licensee is free to use, sublicense, sell or otherwise distribute the code and output generated by the Licensee's use of the Software for any purpose, commercial or non-commercial.

## **4. Intellectual Property Rights**

The Licensee is granted all right and title to code and other output created in the course of the Licensee's use of the Software. The Company retains all other rights, title and interest, moral or otherwise, including but not limited to the intellectual property rights, to the Software and any parts thereof, and nothing in this agreement shall be construed to mean a transferal or assignment of such rights. .

## **5. Maintenance and Support**

The Company is under no obligation to provide support or maintenance in relation to the Software, such as but not limited to updates, upgrades, bug fixes and notifications of potential shortcomings and vulnerabilities. Any updates, upgrades, improvements, bug fixes or other modifications are made at the sole discretion of the Company. The Licensee's use thereof shall not be subject to any separate license agreement. The Licensee's use of any such update, upgrade, improvement, bug fix or modifications shall be deemed part of the Software and is subject to this license agreement.

## **6. Warranty**

The Software is provided "AS IS" without warranty of any kind, whether implicit or otherwise, including warranties of merchantability, fitness for any particular purpose or freedom from infringement. .

## **7. Limitation of Liability**

In no event shall the Company be liable for any claim or damage whatsoever arising from or in connection with the use of the Software, including but not limited to any indirect and consequential damages, loss of revenues, loss of profits or loss of data, even if the Company has been advised of the possibility of such damages. In no event shall the Company's maximum aggregate liability exceed the total fees paid by the Licensee to license the Software. .

## **8. Breach of License Agreement**

Any failure of the Licensee to comply with the terms of this license agreement, shall void any license(s). Upon the Company's request the Licensee must destroy or cause the destruction of all copies of the Software.

## **9. Governing Law**

This license agreement shall be governed, construed and enforced in accordance with the laws of Norway.

If any provision of this agreement shall be found void by a court, invalid or unenforceable, it shall be reformed to comply with applicable law or excluded if not so conformable, so as not to affect the validity or enforceability of this agreement.