

lightGallery Developer License Agreement

This License Agreement (the “Agreement”) is between Sachin neravath and You. If you have not purchased a lightGallery commercial license from Sachin neravath, these terms do not apply to you, and your use of the lightGallery is instead an open-source License.

Definitions

- “Application” means any software, application, element or graphic that Your Licensed Developer or Designer uses to create a Software or user interface design in accordance with this Agreement.
- “End User” means an end user of Your Application who acquires a license to such solely for their own use and not for distribution, resale, user interface design, or software development purposes.
- “Licensed Developer” or “Licensed Designer” (“Licensed Developer or Designer”) shall mean an individual person permitted to use lightGallery and make Modifications for your Applications, whether such person is Your employee or a consultant or contractor providing services to You.
- “Modification” means any revision, adaptation, or derivative of lightGallery produced by You.
- The “Software” or the “Graphic” (“Software or Graphic”) means the product you have purchased a License for, namely lightGallery.

Commercial license grant

Subject to the terms of this Agreement, Sachin neravath grants to You a revocable, nonexclusive, non-transferable license: (i) **for one (1) Licensed Developer** to use lightGallery as part of maximum of one Application; (ii) for You to distribute lightGallery and/or Modifications to an unlimited number of End Users solely as integrated into the Applications; and (iii) for the End User to use lightGallery as incorporated into Your Applications in accordance with the terms of this Agreement.

You are entitled to receive all updates to the major version of lightGallery licensed by you, as well as any later version of lightGallery that Sachin neravath, in writing, explicitly authorizes you to use. Sachin neravath makes no representation that any update will be compatible with your Application.

Ownership

This is a license agreement and not an agreement for sale. Sachin neravath reserves ownership of all intellectual property rights inherent in or relating to lightGallery and corresponding source code or design, which include all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and knowhow) and all rights other than those expressly granted by this Agreement.

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with lightGallery. Notwithstanding the above, you are permitted to produce, use, and distribute compressed or “minified” copies of lightGallery that do not bear the notices contained in the Software’s source code or Graphic source file of lightGallery, so long as you otherwise comply with the terms of this license.

Prohibited Uses

1. lightGallery can not be in a product which end users can be charged for.
2. Your Application must have substantially different functionality than, and must not compete directly with lightGallery.
3. You cannot create something very similar to lightGallery. Make something unique.
4. You may not distribute lightGallery or Modifications except as included within Your Application.
5. If You produce an Application for a customer, You are responsible for ensuring that your customer does not make use of lightGallery except with Applications licensed herein.
6. Do not re-package lightGallery unless it's part of your Application.
7. Likewise, your customer should be using lightGallery as part of your Application.
8. Your Application must not enable End Users to produce separate applications that incorporate lightGallery or Modifications
9. You need to purchase a Commercial OEM license if you are creating an interface builder, SDK, products like WordPress theme, HTML template or something that produces copies that each use lightGallery.

Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the license shall last as long as Your use of lightGallery is in compliance with the terms herein.

Sachin neravath shall have the right to terminate this Agreement and the license granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to

cure such material breach within thirty (30) days of receipt of notice from Sachin neravath. Upon termination of this Agreement, all licenses granted to You in this Agreement shall terminate automatically and You shall immediately cease use and distribution of lightGallery.

Upon termination of this Agreement, You must cease all use of lightGallery. If, prior to your breach of this Agreement, You delivered Applications incorporating lightGallery to Your End Users, those End Users' licenses shall survive termination.

Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, Sachin neravath DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARDS TO lightGallery. Sachin neravath DO NOT GUARANTEE THAT THE OPERATION OF lightGallery OR YOUR APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR PIXEL PERFECT, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO.

Limitation of Liabilities

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Sachin neravath BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE LightGallery OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF Sachin neravath HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE CREATOR'S ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE, OR (II) ONE HUNDRED DOLLARS (\$100).

Indemnification

While redistributing lightGallery or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, and not on Sachin neravath's behalf.

You agree to indemnify, hold harmless, and defend Sachin neravath and its owners, officers, agents, and affiliates from and against any and all claims, lawsuits and proceedings (collectively

“Claims”), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from: (i) Your use of lightGallery in violation of this Agreement; (ii) the use or distribution of Your Application, except to the extent such claim is based solely on the inclusion of lightGallery therein; (iii) Your Modification of the Software's source code or Graphic's source file; or (iv) Your accepting support, warranty, indemnity, or additional liability as described in Section 8.1.

Payment and Taxes

All payments under this Agreement are due to Sachin neravath upon Your purchase of a license to lightGallery.

Each party shall be responsible for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments); provided that You shall be responsible for any value added tax, use tax, sales tax, or similar tax, and shall pay or reimburse Sachin neravath for the same upon invoice. Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original tax withholding certificates.

Miscellaneous

Software Updates and Upgrades. The license granted herein applies only to the version of LightGallery available when purchased in connection with the terms of this Agreement, and to any updates and/or upgrades to which You may be entitled. Any previous or subsequent license granted to You for use of lightGallery shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of lightGallery.

Survival. The provisions of sections 4 through 10 will survive termination of this Agreement. **Compliance with Applicable Laws.** You agree that You will comply with all applicable laws and regulations with respect to lightGallery, including without limitation all export control laws and regulations.

Marketing. You agree to Sachin neravath's use of Your name, trade name, and trademark, for use in Sachin neravath's marketing materials and its website, solely to identify you as a customer of Sachin neravath.

Assignment. This Agreement may be assigned by Sachin neravath in whole or in part and will inure to the benefit of Sachin neravath's successors and assigns. You may not assign or transfer this Agreement without Sachin neravath's prior written consent. Notwithstanding the foregoing, however, if You transfer ownership of an Application to a customer for which it was developed or created, You may assign this Agreement to that customer (the “Assignee”) provided: (i) You provide written notice to Sachin neravath prior to the effective date of such

assignment; and (ii) there is a written agreement, wherein the Assignee accepts the terms of this Agreement.

Entire Agreement. The terms and conditions stated herein set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.

Modification; Waiver. This Agreement cannot be amended except by a written instrument executed by each of the parties. The failure of either party to enforce any provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

Government Use. If lightGallery or any related documentation is licensed to the U.S. Government or any agency thereof, it will be considered to be “commercial computer software” or “commercial computer software documentation,” as those terms are used in 48 CFR § 12.212 or 48 CFR § 227.7202, and is being licensed with only those rights as are granted to all other licensees as set forth in this Agreement.