

END-USER LICENSE AGREEMENT

Effective from: November 21st, 2021

This End-User License Agreement (“EULA” or “Agreement”) is a legal agreement between you as a customer, either an individual or a single entity, (“Licensee”) and Tomislav Zlatic PR (“Flame Sound” or “Licensor”). This EULA governs the use of all Flame Sound products (the “Products”) that are sold or given away for free, either through digital download, a distributor, or an authorized retailer.

By downloading, installing, copying, or otherwise using our Products, you agree to be legally bound by the terms of this Agreement. If you do not agree to any term of this EULA, please do not use our Products.

1. Grant of License

The Licensor grants a limited, royalty-free, non-exclusive, non-transferable license to end users who purchased or otherwise lawfully obtained Products from Flame Sound to use only for the purposes expressly authorized hereunder. The Products are intellectual property of the Licensor and the rights granted herein are only licensed, but not sold, to Licensee. Any use of Products for the purpose other than as authorized herein is prohibited. The Licensor reserves all rights not expressly granted to the Licensee.

2. Permitted License Use

The Licensee may use the Products for the below purposes:

- a. Use, modify, incorporate, adapt, embed all or a portion of the Product for commercial and non-commercial purposes as part of their own productions, which includes but is not limited to motion picture or television productions, online video content, social media content, computer and video games, theater productions, radio plays, websites, soundtracks, mobile apps, multi-media presentations, other similar productions or projects.
- b. Use the Product for synchronization, public performances, broadcasts provided that the Products must be synchronized as an integral part of a project or production and cannot be distributed or presented as an independent element.
- c. The Products may be reproduced by the Licensee; however, the new product must contain an additional element, such as an image, voice, music, etc.

3. Restrictions

- a. The right to use the Product is granted only to the Licensee and is not transferable. The Licensee may not sell, lease, rent, redistribute, sublicense, gift or otherwise transfer the Product, in whole or in parts, in any format or via any medium.



- b. The Licensee is not allowed to store, place, upload, share or make available the Product through publicly available or file-sharing networks.
- c. The Licensee is not allowed to reproduce or distribute the Product if it is not incorporated in and synchronized with other media productions.

4. Indemnification

The Licensee hereby agrees to indemnify, defend, and hold the Licensor harmless against any and all claims, demands, costs, liabilities, suits, expenses and damages (including reasonable attorneys' fees) arising out of any act or breach of this Agreement by the Licensee. The obligations of this section shall survive the termination of this Agreement.

5. Representations and Warranties

The Licensor warrants that it has all necessary rights and authority to enter into and perform this Agreement, and its Products do not infringe upon the rights of any third party, including copyrights.

Except for the limited warranty provided above, the Licensor does not make any other warranties. The Products are provided "AS IS" and "AS AVAILABLE".

6. Liability

To the extent permitted by law, the Licensor limits or excludes its liability for any loss or any special, incidental, indirect, or consequential damages whatsoever, including, but not limited to, damages for loss of profits, for loss of data or any other commercial damage, arising out of your use of Licensor's Products or otherwise in connection with any provision of this Agreement.

7. Termination

This Agreement shall remain in effect until terminated by the Licensor or the Licensee.

The rights of the Licensee will terminate automatically without prior notice in the event of any breach of the terms of this Agreement. Upon the termination of this Agreement, the Licensee shall cease using the Licensor's Products and shall delete or destroy all copies of the Products.

8. Governing Law and Severability

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia, without regard to its conflict of law provisions of any other jurisdiction.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the Agreement. All other provisions will be valid, and fully enforceable.



9. Assignment

Neither this Agreement nor any rights under this Agreement may be assigned, delegated, or otherwise transferred by the Licensee, in whole or in part, without the prior written consent of the Licensor, and any assignment without such consent shall be void.

10. Entire Agreement

This Agreement contains the entire agreement between the Licensor and the Licensee with respect to the subject matter hereof, and there are no other representations, understandings or conditions in any other agreement. No term or provision of this Agreement may be amended, altered, modified, or waived.

11. Notice

All notices, requests, demands and other communications under this EULA shall be in writing and shall be sent to contact@flamesound.com.

