## **Punish Lite Software License Agreement**

## 1. CONDITIONS AND ACCEPTANCE OF LICENSE

Heavyocity Media, Inc. licenses the Punish Lite Plug-In (the "Software") to you only upon the condition that you accept all of the terms contained in this Agreement. Please read the terms carefully before continuing installation. Completing the installation will indicate your full agreement to them. If you do not agree to these terms, press the "*CANCEL*" button to exit the installation process.

# 2. WARRANTY

The Software is the property of Heavyocity Media, Inc. and is protected by copyright and other laws. The Software is provided "as is", without warranty of any kind, either expressed or implied, including, without limitation, warranties of merchantability or fitness for use for any particular purpose, continuous operation, and/or non-infringement. By installing the Software, you agree to accept all risks arising from its use or misuse.

## 3. LICENSEE'S RIGHTS AND OBLIGATIONS

You will be granted certain rights to use the Software upon acceptance of this license. Your rights and obligations are as follows:

#### YOU MAY:

(i). Use one copy of the Software on up to two (2) single-user computers. Each license is subject to and controlled by the terms set forth in this Agreement.

#### YOU MAY NOT:

(i). Make any copies of the Software, except for personal backup purposes.

(ii). Transfer, distribute, modify or translate the Software, or any portion thereof.

(iii). Assign this Agreement or the rights granted to you hereunder.

(iv). Disassemble, decompile, or otherwise reverse engineer the Software or any of its data in any way, shape, or form.

(v). Distribute license codes, in whole or in part, for the Software to any other person.

Violations of any of the preceding restrictions may result in revocation of this license without notification or compensation.

Unregistered (i.e. free) copies of the Software may be limited in use. You must fully license this product and enter the registration information to gain full, unlimited usage.

The Software is owned by Heavyocity Media, Inc., and is protected by U.S. and international copyright laws.

## 4. LIMITATION OF LIABILITY

A. The Software may not be free of bugs or errors.

B. We are not liable for any damage caused by this software. Back-up your data files regularly!

C. IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING LOST PROFITS, LOST DATA, OR LOST BUSINESS OPORTUNITY ARISING OUT OF ANY SOFTWARE DEFECT OR MALFUNCTION OR THE INABILITY TO USE THIS SOFTWARE!

D. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, IN NO EVENT SHALL OUR LIABILITY EXCEED THE AMOUNT THAT YOU PAID FOR YOUR LICENSE. YOU AND WE TOGETHER AGREE THAT THIS ALLOCATION OF RISK IS A MATERIAL PART OF THE AGREEMENT BETWEEN US AND WITHOUT THIS ALLOCATION, THE TERMS OF THE LICENSE INCLUDING THE PRICING OF THE LICENSE WOULD BE MATERIALLY DIFFERENT.

# 5. JURISDICTION AND DISPUTES

A. This License Agreement shall be governed by the laws of the State of New York without regard to principles of conflicts of laws.

B. Any disputes relating hereto shall be adjudicated in the state or federal courts in the City and State of New York, and you hereby consent to the exclusive jurisdiction of said courts. If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision of the License Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect.

# 6. INTEGRATION

This is the complete and exclusive agreement between the parties in connection with the subject matter of the Agreement.

#### BY INSTALLING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE FULLY LEGALLY BOUND BY ITS TERMS AND CONDITIONS.