ZYLIA STUDIO END USER LICENSE AGREEMENT

This End User License Agreement is a legally binding license agreement. You need to agree to the terms of this End User License Agreement to be able to install, access or use the ZYLIA Studio software and other Services provided by Zylia.

By installing, accessing or using the ZYLIA Studio you do not acquire any other rights beside the ones granted to you by Zylia in this End User License Agreement. The ZYLIA Studio software is licensed to you, which means that you are not the owner of the software. If you need any clarifications regarding the terms of the End User License Agreement you may ask Zylia for help.

To accept the terms of the ZYLIA Studio End User License Agreement on behalf of legal entity you are required to have a full authority to act on behalf of such an entity, including authority to bind that entity.

1. Definitions:

Demo Version - a version of Zylia Studio with limited functionality to be used only to demonstrate and evaluate Zylia Studio for a limited period of time.

Online Activation – method of activating and verifying the ZYLIA Studio License

Update – improvement in ZYLIA Studio made available by Zylia to the users of ZYLIA Studio

Support – services provided by Zylia for the support of ZYLIA Studio and ZYLIA Portable Recording Studio in case of technical problems

Zylia – Zylia Spółka z ograniczoną odpowiedzialnością with its legal seat in Poznań, Poland, ul. Umultowska 85, 61-614 Poznań, KRS 0000270693, REGON 140778047, NIP 5252380826

ZYLIA Portable Recording Studio – bundle of USB ZM-1 microphone, ZYLIA Studio and USB driver downloaded from www.zylia.co

ZYLIA Studio – software in object code required to operate the ZYLIA Portable Recording Studio hardware, including all Updates

2. Ownership of the ZYLIA Studio

Copyrights to the ZYLIA Studio are owned by Zylia. By installing, accessing or using the ZYLIA Studio software you do not acquire any other rights beside the one granted to you by this license. You shall have no ownership in the ZYLIA Studio software, as such rights are owned by Zylia. All rights, copyrights, trademarks, patents, intellectual property rights are owned by Zylia. Zylia does not transfer any rights to you. You are authorized to use the ZYLIA Studio software only as a licensee in the scope set in this End User License Agreement. The ZYLIA Studio software is protected by applicable law, including international treaties and conventions. All rights are reserved.

3. Requirements

To install the ZYLIA Studio you must agree to the terms and conditions of this End User License Agreement. To use the ZYLIA Studio software you must have a ZYLIA Portable Recording Studio and hardware supporting the software.

The ZYLIA Studio supports following operating systems

Apple – 64 bit, from OS X 10.10 to the latest

Linux – 64 bit, Ubuntu 16.04 or higher

Windows – 64 bit, 7, 8.1, 10

The ZYLIA Studio supports 64-bit Intel systems. CPU limits the processing time. 2 GB of RAM is recommended to use the ZYLIA Studio. You need a minimum 500 MB of free space to install ZYLIA Studio. You will need more disk space for recording.

The ZYLIA Studio supports LimeLM software to activate your software (Online Activation). The LimeLM activation may happen in the background without notification for a user. You may find more information about LimeLM privacy policy at http://wyday.com/limelm/help/activation-privacy/. Following information may be sent to wyDay: serial number of software license, product key, time of installation and a digital fingerprint, which is a unique number that cannot be traced back to a specific user or a specific computer. You may use your ZYLIA Studio software only on five devices.

You need a ZM-1 microphone connected to your computer device to be able to install, activate and use ZYLIA Studio.

4. Scope of License

Upon accepting this License Agreement, Zylia grants you a right to a non-exclusive, non-sublicensable, non-transferable license to use ZYLIA Studio during the term of this End User License Agreement and a right to receive updates to ZYLIA Studio version 1.x as they will become available and if they will become available. You may not distribute ZYLIA Studio to third parties, enable access to ZYLIA Studio for third parties, use, transfer or export ZYLIA Studio in violation of any laws or any decisions of government or governmental agency of a Member State of European Union or United States of America, reverse engineer, decompile or modify ZYLIA Studio unless if in compliance with particular open source licenses delivered with ZYLIA Studio. You may not publish, rent, lease or lend ZYLIA Studio, make the software available for use by multiple user over a network at the same time. Reverse engineering, decompilation and disassembly of the ZYLIA Studio is permitted only to the extent set by applicable law.

You may choose to use a trial version or Demo Version of ZYLIA Studio.,

Trial version will grant you a limited -30 days license to use ZYLIA Studio. After 30 days the trial license will expire and ZYLIA Studio will be unavailable and inaccessible. Demo Version may be used only to evaluate the software and decide wheter the User wants to buy a full version of ZYLIA Studio. Demo Version may be used exclusively for a non-commercial, internal use and for no other purpose. Demo Version is a restricted version that lacks some of the features available in a full version of ZYLIA Studio. You may not save your work using a Demo Version.

You may create one backup copy of ZYLIA Studio and use it to restore the software only.

You may use documentation provided with ZYLIA Studio. Third parties' music tracks may be included in ZYLIA Studio (Demo Music Tracks). You may use such Demo Music Tracks for a personal and non-commercial use within ZYLIA Studio to test the features of ZYLIA studio. You are not granted any other right to Demo Music Tracks, ie. you may not share them, publish them or use as a part of your music tracks, you may not mix them, filter, reformat or alter in any other way. You may not create any derivative works using Demo Music Tracks.

Following Demo Music Tracks are included in this version of Zylia Studio: *Rachel* by Anna Blanton, *Don't tell me* by Wake Up, *I had a dream* by Wake Up

5. Error Reporting

In case of software error you may send an automatically generated report to Zylia containing data logs or recordings. No files will be sent to Zylia

without your consent. Reports may be used to solve technical problems and update ZYLIA Studio.

6. Limited Liability and Warranty

In any case and for all events, Zylia's liability arising out of or relating to this End User License Agreement or the use of ZYLIA Studio, including without limitation on account of performance or non-performance of obligations, will not exceed the amount of 5 EURO. In no event will Zylia be liable to user for damages, including, without limitation, any incidental, consequential, special, indirect, exemplary or punitive damages or any damages arising out of or in connection with any malfunctions, regulatory non-compliance, delays, loss of data, lost profits, lost savings, interruption of service.

Zylia provides ZYLIA Studio and all the services "as is" and without warranties or conditions of any kind. Zylia does not guarantee or warrant that the user of the ZYLIA Studio or any of the services will be uninterrupted, free of error or that Zylia will correct all ZYLIA Studio errors. You are solely responsible for the use of ZYLIA Studio.

Important: your consumer rights and guarantees are not limited in any way by this End User License Agreement.

7. Intellectual Property Rights

Zylia's trademarks, Community designs, logos, trade names and services marks displayed as part of the ZYLIA Studio or services are the property of Zylia. You are not permitted to use Zylia's trademarks, Community designs, logos, trade names and services marks without a prior written consent of Zylia.

8. Other Provisions

This EULA will be governed by and construed in accordance with the laws of Poland.

Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control, including without limitation, labor difficulties and problems with telecommunications providers.

If any provision of this EULA is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the EULA.

Zylia may assign this EULA pursuant to a merger or a sale of all or substantially all of its assets.

This EULA is the final, complete and exclusive statement of the agreement between the parties with respect to subject matter of this EULA and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this EULA are contained therein.

9. Acknowledgments

The authors of ZYLIA Studio would like to thank the band Wake Up and artist Anna Blanton for support and permission to use their music pieces in the application. This version of ZYLIA Studio is redistributed with the following songs:

- Rachel - Anna Blanton

- Don't tell me – Wake Up

- I had a dream – Wake Up