



Light gallery Commercial License Agreement (Single Use)

This License Agreement (the “Agreement”) is between Sachin Choolur and You. If you have not purchased a Light gallery commercial license from Sachin Choolur, these terms do not apply to you, and your use of the Light gallery Software or Graphic 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 Light gallery 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 Light gallery produced by You.
- The “Software” or the “Graphic” (“Software or Graphic”) means the product you have purchased a License for, namely Light gallery.

Commercial license grant

Subject to the terms of this Agreement, Sachin Choolur grants to You a revocable, non-exclusive, non-transferable license: (i) for one (1) Licensed Developer or Designer to use Light gallery to create Modifications and Applications; (ii) for You to distribute Light gallery and/or Modifications to only one End Users solely as integrated into the Applications; and (iii) for the End User to use Light gallery 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 Light gallery licensed by you, as well as any later version of Light gallery that Sachin Choolur, in writing, explicitly authorizes you to use. Sachin Choolur 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 Choolur reserves ownership of all intellectual property rights inherent in or relating to Light gallery 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 know-how) 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 Light gallery. Notwithstanding the above, you are permitted to produce, use, and distribute compressed or “minified” copies of Light gallery that do not bear the notices contained in the Software’s source code or Graphic source file of Light gallery, so long as you otherwise comply with the terms of this license.

Prohibited Uses

1. Your Application must have substantially different functionality than, and must not compete directly with, Light gallery.
2. You cannot create something very similar to Light gallery. Make something unique.
3. You may not distribute Light gallery or Modifications except as included within Your Application.
4. If You produce an Application for a customer, You are responsible for ensuring that your customer does not make use of Light gallery except with Applications licensed herein.
5. Do not re-package Light gallery unless it’s part of your Application.
6. Likewise, your customer should be using Light gallery as part of your Application.
7. Your Application must not enable End Users to produce separate applications that incorporate Light gallery or Modifications.
8. You need to purchase an Extended License if you are creating an interface builder, SDK, or something that produces copies that each use Light gallery.

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 Light gallery is in compliance with the terms herein.

Sachin Choolur 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 Choolur. 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 Light gallery.

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

Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, Sachin Choolur 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 NON-INFRINGEMENT, WITH REGARDS TO Light gallery. Sachin Choolur DO NOT GUARANTEE THAT THE OPERATION OF Light gallery 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 Choolur 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 Light gallery OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF Sachin Choolur 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 Light gallery 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 Choolur's behalf.

You agree to indemnify, hold harmless, and defend Sachin Choolur 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 Light gallery 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 Light gallery 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 Choolur upon Your purchase of a license to Light gallery.

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 Choolur 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 Light gallery 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 Light gallery shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of Light gallery.

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 Light gallery, including without limitation all export control laws and regulations.

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

Assignment. This Agreement may be assigned by Sachin Choolur in whole or in part and will inure to the benefit of Sachin Choolur's successors and assigns. You may not assign or transfer this Agreement without Sachin Choolur'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 Choolur 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.

Governing Law. This Agreement is governed by the laws of the State of New York (notwithstanding conflicts of laws provisions), and all parties irrevocably submit to the jurisdiction of the state or federal courts of the State of New York and further agree to commence any litigation which may arise hereunder in the state or federal courts located in the judicial district of Kings County, New York. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

Government Use. If Light gallery 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.