

Zen Flash Gallery SWF Object (Professional License)

End-User License Agreement

This Zen Flash Gallery SWF Object End-User License Agreement ("EULA") is a legal AGREEMENT between you and Mediaparts Interactive S.A. for the Zen Flash Gallery SWF Object software product identified above, which product includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Software Product" or "Software" or "Product"). By installing, copying, or otherwise using the Software product, you agree to be bound by the terms of this EULA.

Do not use this Software Product until you have carefully read the following terms and conditions. By using the Software Product, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use this Software Product.

LICENSE GRANT

Mediaparts Interactive S.A. grants to you, on these terms and conditions, the non-exclusive right and license to use this Software. The Software is offered under a **PROFESSIONAL LICENSE** and it can be used under **9 Domain Names**. In other words you need only one license for unlimited number of websites using this software.

Each purchase provides you with a **Single-User** license. You need one license for each developer using the product in your organization, including temporary or freelance developers engaged by the organization.

The Software is offered under a "major version" license. The license terms feature technical support and service plus access to minor upgrades to the Software. Support service and all updates are free for all licensed users during the **6 months** after purchasing. A new major version of the Software will require you to purchase a new license in order to use it. "Major version" is determined by a new first digit in the Software's version number.

This software may be used for personal and/or commercial projects such as websites, offline presentations and other multimedia presentations. This software may not be distributed as part of templates. For any kind of product embedding, such as but not exclusively, applications for commercial distribution, TV / motion pictures, CD-ROMS, cellphones and PDAs, a special embedding/OEM license must be obtained for each project. Please email us to purchase an embedding/OEM license.

DISCLAIMER OF WARRANTY

By ordering from Mediaparts Interactive S.A. you agree that you wish to purchase the selected software and that you will not hold Mediaparts Interactive S.A., responsible in any way. Purchasing of this software means that you have understood and agreed to all the terms and conditions of this disclaimer.

Mediaparts Interactive S.A. does not take any responsibility and is not liable for any damage caused through use of this software, be it indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, interruption or the like). Mediaparts Interactive S.A. does not take responsibility for the correct workings of software that has been modified in any way or by their use in ways they weren't designed for. You must also be aware that as with any other software, bugs could be found in the software that you purchase. These should be reported to us and they will be solved as soon as possible (if and when possible). We reserve the right to distribute upgrades.

This software is sold on an AS IS basis. All features are listed on the product page. By ordering software from Mediaparts Interactive S.A., you agree that you have read and understood the product specifications and have assessed that they can be used by you in the way that you require.

OWNERSHIP

All right, title and interest in the intellectual property embodied in the Software and accompanying materials, if any, are owned by Mediaparts Interactive S.A. or its licensors. The Software is copyrighted and protected by international treaty provisions. Exclusive rights for commercial use of the Software worldwide are owned by Mediaparts Interactive S.A.

As defined by this Agreement, End-User receives limited rights of using the Software only. This Agreement does not grant you any intellectual property rights in the Software.