

## **End-User License Agreement for ProSelect Basic and ProSelect Pro software and Related Applications**

**IMPORTANT - PLEASE READ CAREFULLY:** This End-User License Agreement ("EULA") constitutes a legal agreement between you, whether as an individual user or a business organization ("you"), and Pro Studio Software, Inc., a Delaware corporation, regarding the use of ProSelect Basic, ProSelect Pro software, and any associated software add-ons, including related media, printed materials, and electronic documentation (collectively, the "Software").

By selecting the "I accept the terms of the license agreement" checkbox, downloading, accessing, or otherwise using the Software, you acknowledge your acceptance of these terms and affirm that you are duly authorized to represent your corporate entity (if applicable) in agreeing to this EULA. If you are not in agreement with these terms, or if you lack the authority to bind your organization, you must cease the installation process and may not install, access, or use the Software. Please be advised that all sales are final, as a demo version of the Software is available for evaluation purposes prior to purchase to ensure it meets your needs. For more information on accessing the demo version, please visit [ProStudioSoftware.com](http://ProStudioSoftware.com).

### **1. Grant of Limited License**

**(a)** Upon payment of the fees associated with your license acquisition, and your acceptance of this End-User License Agreement (EULA), the Licensor, Pro Studio Software, Inc., grants you a limited, personal, non-exclusive license to install and use the Software according to the terms and conditions outlined herein. This license is granted solely to you, the licensee, and does not permit the resale, distribution, modification, or sub-licensing of the Software.

**(b) Mandatory Activation:** The Software includes technological measures designed to prevent unlicensed or illegal use. Pro Studio Software, Inc. reserves the right to enforce these measures at its discretion, at any time, and without prior notice. Activation of the Software is required via the Internet, and you must periodically maintain an Internet connection for ongoing validation of the Software's license. The frequency of this validation (about every 14 days) is designed to be non-intrusive and ensures the continued integrity and legality of the Software usage.

Should there be any modifications to your computer, alterations to the software configuration, or updates to your registration details, reactivation of the Software may be necessary. Detailed instructions for reactivation are provided within the Software documentation and on our support website [https://www.prostudiosoftware.com/index.php?page=howto\\_activate](https://www.prostudiosoftware.com/index.php?page=howto_activate).

**(c)** Pro Studio Software, Inc. retains the right to update or modify the Software and its activation and validation processes to enhance functionality, security, and user

experience. Any such changes will be communicated through official channels and implemented with consideration for the impact on users.

## 2. Ownership

**(a) Intellectual Property Rights:** The Software, including any associated media, printed materials, electronic documentation, updates, upgrades, modifications, and enhancements, regardless of their manner of acquisition, are the sole property of Pro Studio Software, Inc. and are protected under United States copyright laws and international intellectual property treaties and agreements. This Agreement grants you a limited license to use the Software and does not transfer any rights of ownership. All intellectual property rights, including copyrights, trademarks, patents, and trade secrets in and to the Software, shall remain the exclusive property of Pro Studio Software, Inc. Your license confers no title or ownership in the Software and should not be construed as a sale of any rights in the Software.

**(b) Subscription Terms:** Your use of the Software is bound by the subscription terms available on the ProStudioSoftware.com website at the time of your subscription. These terms are subject to change, and you will be notified of significant modifications in accordance with the notification procedures outlined in this Agreement.

**(c) Copyright and Trademark Notices:** You are prohibited from removing, altering, or obscuring any copyright, trademark, or other proprietary rights notices embedded in or accompanying the Software or any copies thereof.

**(d) No Unauthorized Modifications:** You agree not to modify, alter, or create derivative works of the Software without prior written consent from Pro Studio Software, Inc. Unauthorized modifications, reverse engineering, decompiling, or disassembly of the Software are strictly prohibited and may result in termination of this license and potential legal action.

**(e) Employee Access and Use:** The Software may be accessed and used by your employees or agents provided their duties require such use. You are responsible for ensuring that such employees or agents abide by the terms of this EULA, including maintaining the confidentiality of the Software and refraining from unauthorized use or disclosure.

## 3. Installation and Use Restrictions

The Software is designed to be flexibly used within your organization, subject to the following conditions:

**(a) Account Creation:** You must create an account on ProStudioSoftware.com to use the Software. This account will guide you through the activation process via the ProSelect application once a subscription agreement is active, granting full access to the Software beyond any trial period. Distributing or copying license information outside your organization is prohibited.

**(b) Simultaneous Use:** The Software may not be used on more than one computer at the same time, unless additional user licenses are purchased for each concurrent use.

**(c) Additional Installation:** Beyond the purchased user licenses, you are allowed to install and activate the Software on one additional device within the same geographical location, ensuring it's not used simultaneously on more devices than the number of licenses purchased. This is meant for the primary subscriber and does not apply to Enterprise accounts or for use by off-site personnel.

**(d) Geographical Limitations:** Subscriptions, with the exception of Enterprise subscription accounts, are confined to a single business at one geographical location, as per the account's registered address. Using the Software on a portable device for the same business is allowed. Additional licenses are required for operations at separate locations.

**(e) Site Licenses:** Available for businesses needing access for 8 to 30 users, with initial activations limited to 12 computers. Requests for additional activations can be made in increments of 5, pending a compliance review.

**(f) Multi-location Operations:** Separate licenses are required for each business location or for operations in distinct market areas, as indicated by your business's online or public listings, to ensure compliance with licensing terms.

**(g) Audit Rights:** Pro Studio Software, Inc. reserves the right, with no more than once every twelve (12) months and with at least seven (7) days' prior notice, to conduct an audit of your records, systems, and facilities. This audit may be carried out by our personnel or an independent third-party auditor, using manual inspection, electronic methods, or both, to ensure your use of the Services and Software complies with our Terms.

You are required to provide all requested records and information within thirty (30) days of our request, to verify compliance with your valid licenses. Should the audit reveal any discrepancies or non-compliance with the licensing terms, you must promptly acquire the necessary licenses, subscriptions, and back maintenance or support to rectify such non-conformities.

By adhering to these conditions, you ensure that your use of the Software remains within the scope of your license, maintaining compliance and supporting the integrity of your operations.

#### **4. Disclaimer of Warranties and Limitation of Liability**

**(a)** The Software is provided "AS IS," without warranties of any kind, either express or implied. Pro Studio Software, Inc. disclaims all implied warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and

non-infringement. You bear the entire risk as to the quality and performance of the Software. Should the Software prove defective, you assume the cost of all necessary servicing, repair, or correction.

**(b)** Under no circumstances shall Pro Studio Software, Inc., its creators, producers, distributors, or marketers be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use or inability to use the Software, even if advised of the possibility of such damages. This limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## **5. Your Warranty to Pro Studio Software, Inc.**

**(a)** You warrant to enforce the terms and conditions of this EULA within your organization and against any third party accessing the Software through you, whether with your permission or as your employee. You commit to taking prompt action, at your expense, against any person who breaches these terms, employing all legal and equitable remedies.

**(b)** You agree to immediately report any unauthorized use, reproduction, or disclosure of the Software to Pro Studio Software, Inc. through our support channel, providing detailed information about the incident to facilitate a prompt response.

## **6. Installation and Use of ProSelect Product Collections (.ppc)**

**(a) Supplier Collections:** Product collections may be created and distributed by Pro Studio Software, Inc., our suppliers, or other third-party users. These collections can include, but are not limited to, information about suppliers, encompassing details on pricing, products, and other relevant data. The source of this information may either be direct contributions from the suppliers themselves or compiled from publicly available data on their websites.

Pro Studio Software, Inc. endeavors to ensure the accuracy and reliability of the information contained within these product collections at the time they are created. However, Pro Studio Software, Inc. does not guarantee the completeness, reliability, or accuracy of the information provided in these collections. As such, Pro Studio Software, Inc. shall not be held liable for any inaccuracies, errors, or omissions in the information provided, nor for any product unavailability, or for any consequential damages or losses that may result from reliance on this information.

**(b) User Verification Responsibility:** Users of the ProSelect software are advised to independently verify the accuracy of all product descriptions, pricing information, and any other details contained within the product collections before making decisions based on such information. It is the responsibility of the user to ensure due diligence in confirming the validity and accuracy of the data they rely upon for their purposes.

## **6. Terms of Service**

**(a) Data Collection and Use:** Upon registering or activating the Software, Pro Studio Software, Inc. automatically logs certain non-personal diagnostic information from your device, including but not limited to IP address, device name and model, operating system, and MAC address. This data, combined with usage statistics such as album size and product usage, enables us to enhance software performance and user experience.

**(b) IP Address and VPN Policy:** The Software must be activated and used without the concealment of IP addresses through VPNs or similar technologies. Such practices can interfere with the software's integrity checks and are prohibited. Failure to comply may result in license termination. We require a genuine IP address for activation and periodic validation to ensure software security and compliance.

**(c) Personal Information Handling:** Pro Studio Software, Inc. respects your privacy. We will not share your Personal Information with third parties without obtaining your express consent, except for aggregated data that does not identify individual users. This information helps us diagnose system issues, administer our services, and improve user experience. Your Personal Information, such as contact details or payment information, remains under your control and is protected in accordance with applicable data protection laws.

**(d) Third-Party Data Sharing:** We may share anonymized aggregate data with trusted third parties for the purposes of improving our services and understanding user trends. However, these statistics do not include any information that could be used to identify you personally.

## 7. Upgrade Policy for Subscribed Users

**(a) Upgrades:** Subscribers of ProSelect software, are entitled to receive all updates and upgrades to the ProSelect software during the term of your active subscription at no additional cost. These upgrades may include, but are not limited to, new features, enhancements, bug fixes, and improvements to the software.

To access and install these upgrades, you must maintain an active subscription and ensure that your account is in good standing. Failure to renew your subscription or maintain an active status will result in the cessation of access to future upgrades until the subscription is renewed or reactivated.

Upgrades are provided under the same terms and conditions as the original ProSelect software license agreement, unless otherwise specified. By installing any upgrade, you agree to be bound by the terms and conditions of the updated End User License Agreement (EULA), if applicable.

**(b) Upgrading the Software:** ProSelect software features an internal upgrade notification system designed to inform users of available updates and upgrades directly within the software. Users have the option to configure their preferences regarding these notifications through the software's settings or preferences menu. Pro Studio

Software, Inc. shall not be liable for any issues or damages arising from the failure to install available upgrades.

Your continued use of ProSelect software after an upgrade is made available constitutes your acceptance of such upgrades and any accompanying terms and conditions.

## **8. Compliance with Export Control Laws and Regulations**

**(a)** You acknowledge and agree to comply with all applicable international and national laws, rules, and regulations governing the export, re-export, transfer, and use of the Software. This includes adhering to all laws and regulations imposed by the United States, as well as any other jurisdiction's export control laws that are applicable to you or your use of the Software.

Specifically, you shall not export, re-export, transfer, or provide the Software, including any direct product thereof, to any prohibited person, entity, or destination, or for any prohibited use, in violation of any legal restrictions or sanctions without obtaining the necessary licenses or approvals. This includes, but is not limited to, ensuring that the Software is not (a) downloaded, transferred, or used by parties or countries that are subject to U.S. or international embargoes or sanctions; or (b) used for purposes that are prohibited by export control laws.

By downloading, installing, or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list where such actions are prohibited, and that you are not prohibited from receiving the Software under the laws of the applicable jurisdiction. Furthermore, you are responsible for obtaining any necessary licenses or authorizations to ensure compliance with such laws and regulations.

Your continued use of the Software signifies your agreement to comply with these terms and all applicable export control laws and regulations.

## **9. Entitlement to Injunctive Relief**

**(a)** Acknowledging the distinctive and proprietary nature of the ProSelect Software, you recognize and agree that any breach of the obligations set forth in this License Agreement would cause Pro Studio Software, Inc. irreparable harm for which monetary damages alone would not be an adequate remedy. Consequently, in the event of such a breach or a threat thereof, Pro Studio Software, Inc. will suffer significant injury that would be difficult or impossible to quantify, and therefore, monetary compensation would be insufficient to address the harm fully.

Therefore, you hereby agree that, in addition to and without prejudice to any other rights or remedies that Pro Studio Software, Inc. may have at law, in equity, or under this Agreement, Pro Studio Software, Inc. shall be entitled to seek injunctive relief to prevent any breach or threatened breach of this Agreement, and to specifically enforce the

terms and provisions of this EULA. This right to seek injunctive relief shall include the right to seek such relief without the necessity of posting a bond or other security.

This provision for injunctive relief is a fundamental aspect of this Agreement and is necessary to protect the intellectual property rights and proprietary interests of Pro Studio Software, Inc. in the Software. Your acceptance of this EULA confirms your understanding of the importance of this provision and your agreement to its terms.

## 10. Termination of Agreement

You have the right to terminate this License Agreement at any time, provided that such termination is executed in accordance with the then-current sales policies available on the ProStudioSoftware.com website. Cancellation or termination of your account does not relieve you of any obligation to pay any outstanding fees associated with your subscription, including, but not limited to early cancellation fees.

## 11. Termination and Suspension of Services

Pro Studio Software, Inc. reserves the right to terminate or suspend your access to the Services and Software at any time, with immediate effect, at our sole discretion, under the following conditions:

**(a) Breach of Terms:** You breach any provision of these Terms, or your actions indicate that you do not intend to, or are unable to comply with the Terms.

**(b) Non-Payment:** You fail to make the timely payment of any fees due for the Services and Software.

**(c) Abuse or Harassment:** You engage in physical, verbal, online, or other forms of abuse, threats, bullying, or harassment towards our personnel or others associated with Pro Studio Software, Inc. Depending on the severity, we may choose to suspend or restrict your access to the Software instead of termination.

**(d) Bad Faith Complaints:** You have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have requested you to stop. In such cases, we may opt to suspend or restrict your access to the Software.

**(e) Legal Compliance:** Continuing to provide Software access to you would result in a violation of applicable law.

**(f) Discontinuation of Services:** Pro Studio Software, Inc. decides to discontinue the Services and Software, in whole or in part. This may occur if it becomes impractical for us to continue offering the Services in your region due to changes in law or for other reasons.

By agreeing to these terms, you acknowledge and agree that the aforementioned actions may be taken in Pro Studio Software, Inc.'s sole discretion and that you will not

be entitled to any refund or compensation as a result of such termination or suspension, except as may be provided under any applicable law.

In the event of termination, it is your responsibility to ensure that the Software, including any and all archived copies and older versions in your possession, is properly disposed of. Furthermore, the Software must be uninstalled from all devices and computers where it has been installed, to fully comply with the termination process.

Despite the termination of this License Agreement, the stipulations detailed in Sections 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 15, 16, 18, and 19, and any others that by their nature would continue after termination, will continue to be in effect and shall survive the termination. This enduring effect ensures that all parties' rights and obligations regarding intellectual property rights, confidentiality, compliance with laws, and other critical provisions are preserved even after the Agreement has ended.

## **12. Miscellaneous, Arbitration, and International Dispute Resolution**

**(a)** In the event of any dispute, controversy, or claim arising out of or in connection with this License Agreement, including but not limited to its breach, termination, enforcement, interpretation, or validity, the parties shall first endeavor to resolve the matter through good faith negotiations within a period of thirty (30) days. If the dispute cannot be resolved through such negotiations, the parties agree to seek resolution through alternative dispute resolution (ADR) methods before resorting to litigation.

**(b)** For disputes not resolved by negotiation, the parties will engage in binding arbitration or, where preferred or required by the law of the user's jurisdiction, utilize other ADR mechanisms such as mediation. The arbitration shall be conducted by a single arbitrator, selected in accordance with the rules of the American Arbitration Association (AAA) or another internationally recognized arbitration institution selected by Pro Studio Software, Inc.. Arbitration shall be conducted following the then-current commercial arbitration rules of the AAA or such other agreed institution. The place of arbitration shall be the State of Delaware, USA, unless otherwise required by applicable local law, and the arbitration proceedings shall be conducted in English or in the official language of the user's jurisdiction if required by local law.

**(c)** The decision of the arbitrator shall be final and binding upon both parties, with the arbitrator granted the authority to award the same damages and relief as a court could. The prevailing party in any arbitration or litigation related to this License Agreement shall be entitled to recover its reasonable attorney's fees, expenses, and costs incurred in the process, in addition to any other relief granted.

**(d)** Notwithstanding the above, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law principles, except where superseded by the laws of the user's jurisdiction in matters of consumer protection or where otherwise required by local law or federal law. In such cases, the mandatory laws of the user's country of residence will apply. This License Agreement constitutes the entire agreement between Pro Studio Software, Inc. and you



concerning its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, both written and oral.

### **13. Allowed Use of Music, Graphics Resources, Videos, Room Images, and Sample Images**

**(a)** The music, graphics resources, videos, room images, and sample images provided with the Software, or made available through the ProSelect application or online portal, are owned by Pro Studio Software, Inc. or licensed from third parties. Their use by subscribers is governed by terms that establish a non-transferable right of utilization.

**(b)** Resources are designated for use strictly within the scope defined by this License Agreement, and any utilization beyond this defined scope is strictly prohibited. Permitted uses of these resources include integration into non-profit projects, consumer or commercial projects that form part of standard business offerings, and for the promotion of your own business.

**(c)** The use of these resources must transform them into a work that adds substantial value, resulting in a derivative work that is not recognizable as the original and cannot be accessed as a stand-alone file by third parties. This transformation qualifies the output as "Derivative Works" under this agreement.

**(d)** The term "Non-transferable" explicitly means that, except as directly permitted by this Agreement, actions such as selling, renting, loaning, gifting, sub-licensing, or otherwise transferring the resources or the rights to use the resources to any other party are strictly prohibited. Furthermore, enabling or permitting the unauthorized copying, reproduction, or disclosure of any part of the resources, or allowing any portion thereof to be delivered or distributed to a third party without prior written consent from Pro Studio Software, Inc., is forbidden. This restriction remains in effect beyond the termination of this Agreement.

**(e)** Additionally, the resources may not be sold, distributed, or made available as standalone files, or included in any media/stock product, library, or collection intended for distribution or resale. They cannot be used as a trademark or service mark, nor can proprietary rights in the resources, or any part thereof, be claimed by licensees. Making the resources available on a web page or other platform as a downloadable file, or disassembling, decompiling, reverse engineering, translating, or otherwise decoding the resources for any purpose is strictly prohibited. In cases where resources or derivative works are provided to any entity under this agreement as part of your work product, such entities are restricted from reusing the resources for any purposes other than reviewing your work product.

**(f)** Sample images provided within the "Sample Album.psa" are exclusively for the purpose of demonstrating and evaluating the functionalities and capabilities of the Software. These images are copyrighted by their original creators. Their use is confined to internal evaluation of the Software, and any exportation, screen capture, or use of these images outside the evaluation context is strictly prohibited. Furthermore, these images must not be used in any manner that suggests or implies they were created by you or represent your work.

**(g)** Violating these terms may result in legal action and will be considered a breach of this License Agreement, potentially leading to the termination of your software license.

#### **14. Limitation of Resource Downloads**

**(a)** Pro Studio Software, Inc. reserves the right, at its sole discretion, to limit the number of downloads of the Resources provided with the Software or made available through Pro Studio Software, Inc.'s online resources portal. This right includes, but is not limited to, imposing restrictions on the quantity of downloads within a given time frame, limiting access to certain Resources, or instituting other measures to manage the distribution and availability of the Resources.

Such limitations are instituted to ensure equitable access to Resources for all users, to manage digital asset bandwidth, or to preserve the integrity and exclusivity of the Resources. Users will be notified of any such limitations through the Software's interface, Pro Studio Software, Inc.'s website, or by direct communication.

**(b)** By using the Software and accessing the Resources, you acknowledge and agree to abide by any such limitations imposed by Pro Studio Software, Inc. Failure to comply with these limitations may result in restricted access to the Resources or termination of your license to use the Software and the Resources.

#### **15. Access to Additional Resources**

**(a)** Pro Studio Software, Inc. is committed to enhancing your experience with our software through various additional resources. This may include, but is not limited to, exclusive access to online communities (such as Facebook groups), external training opportunities, webinars, and live training sessions. Please note that some of these resources may incur additional costs.

While we strive to offer these opportunities to all our subscribers, access to these resources is not guaranteed as part of your subscription. Availability is subject to the specific terms, conditions, and rules governing each event or group. These terms may include limitations on participation, codes of conduct, and requirements for additional fees.

**(b)** Pro Studio Software, Inc. reserves the right to modify, suspend, or terminate access to any of these additional resources at our sole discretion, without prior notice. Such

decisions may be based on changes in our offerings, the needs of our community, or compliance with applicable laws and regulations.

We encourage you to take advantage of these opportunities to maximize your use of our software. However, please be aware of and respect the terms and conditions that apply to each resource.

## **16. Pre-release or Beta Version**

**(a)** From time to time, Pro Studio Software, Inc. may offer you access to services or software, or specific features within the services or software, designated as a pre-release or beta version ("Beta Version"). A Beta Version is provided for testing and evaluation purposes and may not represent the final product. It is important to note that Beta Versions may contain errors or "bugs" that could cause system malfunctions, data loss, or other failures.

**(b)** The availability of a Beta Version does not guarantee the eventual commercial release of that version. Pro Studio Software, Inc. reserves the right to discontinue the Beta Version at any stage. Upon our request, you are required to immediately cease using the Beta Version and delete or destroy all copies of it in your possession.

**(c)** By using a Beta Version, you acknowledge and agree that Pro Studio Software, Inc. may collect and analyze data related to your use of the Beta Version, including but not limited to crash reports and other diagnostic data. This data collection is essential for improving the functionality and stability of our services and software. Additionally, we may analyze your content manually to enhance our services, personalize your experience, and ensure the Beta Version's quality, even if you have opted out of data collection for non-Beta Versions.

**(d)** If you prefer not to participate in this data collection process or do not consent to the analysis of your content, you must discontinue your use of the Beta Version. This can be done by uninstalling the Beta Version and, if available, switching to a non-Beta version of the software or service.

**(e)** In cases where a separate agreement regarding the Beta Version is entered into between you and Pro Studio Software, Inc., the terms of that agreement will take precedence over the provisions mentioned here.

## **16. Subscriber Technical Support**

Pro Studio Software, Inc. is committed to providing our subscribers with high-quality technical support to ensure an optimal user experience with ProSelect. Below are the terms under which technical support is available:

**(a) Eligibility:** Technical support through our online ticket system on the ProStudioSoftware.com website is exclusively available for the most current version of ProSelect. This service is accessible to all active subscribers of ProSelect. Users with

non-subscription licenses will receive support in accordance with the store policy available at ProStudioSoftware.com.

**(b) Scope of Support:** Our technical support team is equipped to address and resolve issues directly related to the functionality and use of ProSelect. However, it's important to note that performance can be affected by external factors, including other software interactions or specific computer configurations. In such cases, it may be necessary for you to adjust these configurations or seek assistance from the relevant software or hardware vendors.

**(c) Support Limitations:** While our support team is eager to assist with technical queries, please be aware that Subscriber Technical Support is not intended as a training service. However, should you require further learning resources, our team can guide you to appropriate additional or reference materials to help enhance your proficiency with ProSelect.

**(d) Access Limitations:** We aim to provide equitable support to all our subscribers. To maintain the quality and efficiency of our support services, we reserve the right to limit support access if submissions from an individual or organization are deemed excessive. This ensures that all subscribers can benefit from timely and effective support.

## **17. Fees, Payment, and Credit Card Authorization**

**(a)** As a user of our Services and Software, you are responsible for the payment of all applicable taxes (in jurisdictions where we are not required to collect at the time of payment) and third-party fees. These may include, but are not limited to, phone charges, mobile carrier fees, internet service provider charges, data plan charges, value-added taxes (VAT), foreign exchange fees, and foreign transaction fees. It's important to note that Pro Studio Software, Inc. is not responsible for these fees. For any questions regarding such fees, please contact your financial institution directly.

**(b)** By using our Services and Software, you grant Pro Studio Software, Inc., or our authorized vendor(s), explicit authorization to store your payment method(s). This authorization allows us to process payments for your use of the Services and Software in accordance with the terms of your subscription or purchase agreement. Your payment method may be billed for these charges, and by providing your payment information, you confirm that you are authorized to use the provided payment method(s) and that any payment information you provide is true and accurate.

## **18. Use of third-party libraries**

**(a)** The Windows versions of the Software may incorporate or offer the optional installation of third-party software libraries. By choosing to install and subsequently utilizing these libraries, you acknowledge and consent to be bound by the license agreements specific to each third-party library. It is your responsibility to review and comply with these license agreements. Documentation pertaining to these licenses is available within the respective folders that house the libraries.

**(b)** The following is a list of third-party libraries that may be utilized within the Software, along with their respective ownership and official websites for further reference:

VLC, owned by VideoLAN: <http://www.videolan.org>

FFmpeg, owned by FFmpeg.org: <http://ffmpeg.org>

ImageMagick, owned by ImageMagick Studio LLC: <http://imagemagick.org>

**(c)** Should you disagree with the terms of any of these third-party licenses, you have the option either not to install the corresponding libraries or to remove them from your computer if they have already been installed. Please be advised that choosing not to install these libraries, or removing them post-installation, will result in the disabling of certain features within the Software, such as slideshow functionality on Windows platforms.

**(d)** Your decision to use these third-party libraries is an acceptance of the terms outlined in their respective licenses. Pro Studio Software, Inc. encourages all users to thoroughly review these terms to ensure compliance and understanding of how the use of these libraries affects the functionality and legal obligations related to the Software.

## **19. Changes to This Agreement**

**(a)** Pro Studio Software, Inc. reserves the right, at our sole discretion, to modify or replace this EULA at any time. If a revision is material, will notify you of changes through notification within the software, or by posting on our website.

**(b)** Continuing to use the software after revisions become effective, you agree to be bound by the updated terms. If you do not agree to the new terms, you are free to discontinue your use of the software and may contact us for information on terminating your agreement.

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