

# License Agreement

(last updated 05.05.2025)

BETWEEN EZTITLES DEVELOPMENT STUDIO LTD (LICENSOR)  
AND END USER (LICENSEE)  
FOR USE PRODUCTS FROM THE EZTITLES FAMILY

EZTitles Development Studio Ltd.,  
74, Nartsis str,  
1415, Sofia, Bulgaria

WHEREAS, LICENSEE desires to purchase and receive, and EZTitles Development Studio Ltd hereinafter referred to as LICENSOR or EZT STUDIO for convenience, desires to grant to LICENSEE, in return for payment of a License Fee, a Prepaid Subscription Fee or on a trial basis, a license to use software product(s) from the EZTitles family; NOW THEREFORE, in consideration of the promises and premises hereinafter set forth below, the parties hereby agree as follows:

## AGREEMENT

EZTitles Development Studio Ltd and LICENSEE agree that the terms and conditions of this Agreement shall govern the Licensee's use of Software Product(s) from the EZTitles family, as defined below.

The scope and duration (period) of your license depends on the type of License Program you obtained from EZT STUDIO. The variety of License Program types are set forth below, which may not be available for all Software Product(s) from the EZTitles Family.

- **Regular Program (Lifetime license)** – Applies in the case the LICENSEE purchases the Product(s) by paying the full price at once or when the Product(s) is not purchased under the terms of an Installment Payment Licensing Program. The Regular Program is only applicable for the following products: EZTitles Essentials, EZTitles Standard and EZTitles Ultimate, EZConvert GUI, EZConvert Professional Features Pack and EZConvert Professional.
- **Installment Payment Licensing (IPL) Program** – Applies in the case the LICENSEE agrees to purchase the Product(s) by installments according to an Installment Plan. The IPL program is only applicable for purchases over 1,000 EUR and may include the following products: EZTitles Essentials, EZTitles Standard, EZTitles Ultimate and EZConvert Professional.
- **Prepaid Subscription** – Applies in the case the LICENSEE agrees to pay Prepaid Subscription Fee to EZT STUDIO in exchange for the right to use

Software Product(s) from the EZTitles Family for limited period (30 days at least). The Prepaid Subscription is only applicable for the following products: EZTitles Essentials, EZTitles Standard, EZTitles Ultimate, EZConvert Professional Features Pack and EZConvert Professional.

The present Agreement automatically terminates at the end of the Prepaid Subscription period.

The Prepaid Subscriptions for licenses sold by EZTitles Development Studio Ltd. are NOT REFUNDABLE.

- **Trial Program** – Applies in the case the LICENSEE receives the Software Product(s) for a limited period (usually 30 days but not limited to) in order to evaluate and try the Product(s).

By installing the trial Product(s) Licensee accepts the clauses set by the present agreement including: **II. RIGHTS OF USE, IV. TERMS OF WARRANTY, V. LIMITED LIABILITY and VI. MISCELLANEOUS.**

The Trial program is only applicable for the following products: EZTitles Ultimate and EZConvert Professional Features Pack.

The present Agreement automatically terminates at the end of the trial period.

- **License Manager and Online License Manager Services (LM and OLM) Program** – These services can be ordered and applied in case the LICENSEE wants to distribute his purchased software products amongst different End Users. The LICENSEE must have paid the full price or must be under an IPL Program for at least five Products. The LM and OLM services are applicable for the following products only: EZTitles Essentials, EZTitles Standard and/or EZTitles Ultimate.

## DEFINITIONS

**Software product(s) from the EZTitles family** means at least one of the following software products: EZTitles Essentials, EZTitles Standard, EZTitles Ultimate, EZConvert GUI, EZConvert Professional Features Pack and EZConvert Professional, hereinafter referred to as Product.

**Documentation** shall mean any instructions, manuals or other materials and on-line help files related to the software use and prepared by the LICENSOR with a view thereto. Documentation may be amended by EZT STUDIO only. The LICENSEE may refer to the technical documentation at [http://www.eztitles.com/index.php?page=user\\_guides](http://www.eztitles.com/index.php?page=user_guides).

**License Fee** means the overall sum due by the LICENSEE, as acceptance of this Agreement for the granting of the right to use Product(s) as defined by this

Agreement. All sums due by the LICENSEE to EZT STUDIO in accordance with the present Agreement shall be understood free of bank charges and not to include any taxes, fees, duties, or analogical dues as imposed by any government and/or local authority (except for the corporate tax on EZT STUDIO profit resulting from the present Agreement). The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via bank transfer.

**Prepaid Subscription Fee** means the overall sum due by the LICENSEE, as acceptance of this Agreement for the granting of the right to use Product(s) as defined by this Agreement for 30 days (one month) at least. All sums due by the LICENSEE to EZT STUDIO in accordance with the present Agreement shall be understood free of bank charges and not to include any taxes, fees, duties, or analogical dues as imposed by any government and/or local authority (except for the corporate tax on EZT STUDIO profit resulting from the present Agreement). The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via bank transfer.

**Activation Key** (based on the Hard Disk Drive ID Key or USB Hardware Key) shall mean a code, which enables the LICENSEE to use the Product(s).

**Activation File for EZConvert Professional** shall mean a digital file, which allows many copies of the Product to be used by the LICENSEE within their local organization branch and premises, and which contains a code uniquely identifying the LICENSEE.

**USB Hardware Key** enables you to use the Product without being restricted to one particular computer but at any given moment the Product shall only function on the computer on which the USB Hardware Key has been plugged in.

**Registration Form:** LICENSEE, Support Administrator, E-mail address of the Administrator, and the Username for the Support section at <http://www.eztitles.com>, Applicable Language, Effective Date, Year of Agreement, Level of Support, Support Fees Due, Product(s) - subject to the present Agreement, and Consultation Fee as Indicated in the Section II.4 of the Software Support Agreement shall be accurately described in a Registration Form for Software Support (Registration Form), which shall be an inseparable part of the present Agreement. The lack of accordingly filled Registration Form provided by EZT STUDIO with a unique serial number shall render the present Agreement invalid with the exemption of the Prepaid Subscription program where no Registration Form is provided by LICENSOR to LICENSEE, but the present Agreement shall be considered in full effect and force regardless.

**End User (for LM and OLM):** A user of the Software Product who receives from the LICENSEE the rights to use a specific license for a specific period.

**Online Services:** EZTitles OLM hosting services are provided by Third Parties. The Software may facilitate Customer's access to websites maintained by third parties offering goods, information, software, and services ("Third Party Online Services"). Examples of such Third-Party Online Services might include, but are not limited to, the Microsoft Azure service. Customer's access to and use of any Third-Party Online

Services is governed by the terms, conditions, disclaimers, and notices found on such site or otherwise associated with such Third-Party Online Services. EZTitles Development Studio Ltd. does not control, endorse, or accept responsibility for Third Party Online Services. Any dealings between Customer and any third party in connection with a Third Party Online Service, including such party's privacy policies and use of Customer's personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, server uptime and connection guarantees and backups for using their on-line services are solely between the Customer and such third party.

EXCEPT AS EXPRESSLY AGREED BY EZTITLES DEVELOPMENT STUDIO LTD, CUSTOMER'S USE OF EZTITLES OLM SERVICES AND THIRD PARTY ONLINE SERVICES IS AT THEIR OWN RISK.

## PAYMENT AND RECEIVING THE PRODUCT(S)

### A. Regular Program

#### **Payment**

By paying the License Fee, LICENSEE accepts all clauses set by the present and the Software Support Agreements.

The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via a bank transfer unless that contradicts with the applicable law. Where bank charges are withheld, EZT STUDIO will issue a subsequent invoice for the corresponding amount.

The agreement takes effect on the date the License Fee is received, according to the bank documents or PayPal notification, or on the date the software has been initially activated for LICENSEE by LICENSOR, whichever takes effect the earliest.

#### **Receiving the Product(s)**

- **For Activation Key based licenses:** Upon approval and License Fee paid, the LICENSOR shall provide the Product(s) to the LICENSEE within one workday (download) with permanent **Activation Key** (based on the Hard Disk Drive ID).
- **For EZConvert Professional:** Upon approval and License Fee paid, the LICENSOR shall provide the Product(s) to the LICENSEE within one workday (download) with a permanent **Activation File**.
- **For USB Hardware Key based licenses:** If an USB Hardware Key(s) is part of the Product(s) or has been ordered in addition to the Product(s) the LICENSOR

shall provide the Product(s) to the LICENSEE within one workday (download) with an **Activation Key** (based on the Hard Disk Drive ID) limited for 10 days.

At the same time the LICENSOR shall deliver the package with a USB Hardware Key for each purchased Product with USB Hardware Key to the LICENSEE within 7 workdays. The software itself will be delivered as a digital download. The Registration Form shall be e-mailed to the LICENSEE.

## B. Installment Payment Licensing (IPL) Program

### DEFINITIONS

**Amount Due** is the overall fee the LICENSEE shall pay for the software. It has been calculated with the corresponding Support package charges (if there are any) added to the License Fee as well as any additional fees and charges related to the IPL program.

**Installment Deadline** means the last working day before the date the installment payment shall be received from LICENSEE.

**Total number of payments** means the number of payments the Amount Due was divided into.

**Initial Payment** is the first fee the LICENSEE shall pay to the LICENSOR to obtain the rights to use the software. By paying the Initial Payment, the Licensee accepts all clauses set forth by this Agreement.

**INSTALLMENT PAYMENT LICENSING (IPL)** means that the Amount Due is divided into a sequence of installment payments as listed in the Installment Plan document.

**Installment Plan:** LICENSEE, the Product(s) - subject to the present Agreement, Amount Due, the Unique Serial Number, Sequence of payments, the period for which the relevant installment payment is due, Installment Deadline and Sum Due for every single installment payment, Total number of payments and Payment Details shall be accurately described in the Installment Plan document, which shall be an inseparable part of the present Agreement. The lack of a duly filled in Installment Plan provided by EZT STUDIO with a Unique Serial Number shall render the present Agreement invalid.

### Payments

By paying the Initial Payment, LICENSEE accepts all clauses set by the present and the Software Support Agreements.

Each consecutive payment shall be paid in full and shall be received by the LICENSOR before its corresponding Installment Deadline, as described in the Installment Plan. If the payment is delayed for 5 or more days according to the date of

the Bank's documents or PayPal's notification, Sections I.4 and I.5 of this Agreement will apply.

The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via a bank transfer unless that contradicts with the applicable law. Where bank charges are withheld, EZT STUDIO will issue a subsequent invoice for the corresponding amount.

The agreement takes effect on the date the Initial Payment is received, according to the bank documents or PayPal notification.

### **Receiving the Product(s)**

- **For Activation Key based licenses:** Upon approval and Initial Payment being received by the LICENSOR, the LICENSOR shall provide the Product(s) to the LICENSEE within one day (download) with an **Activation Key** (based on the Hard Disk Drive ID) limited to expire 90 days after the date of the receipt of the initial payment.
- **For EZConvert Professional:** Upon approval and Initial Payment being received by the LICENSOR, the LICENSOR shall provide the Product(s) to the LICENSEE within one day (download) with an **Activation File** limited to expire 90 days after the date of the receipt of the initial payment.
- **For USB Hardware Key based licenses:** Upon approval and Initial Payment being received by the LICENSOR, and if an USB Hardware Key(s) is part of the Product(s) or has been ordered in addition to the Product(s) the LICENSOR shall provide the Product(s) to the LICENSEE within one workday (download) with an **Activation Key** (based on the Hard Disk Drive ID) limited for 10 days after the receipt of the Initial Payment.

At the same time the LICENSOR shall deliver the package with a USB Hardware Key for each purchased Product with USB Hardware Key to the LICENSEE within 7 workdays. The software itself will be delivered as a digital download. The Registration Form shall be e-mailed to the LICENSEE. The license on the USB Hardware Key shall be limited to expire 90 days after the date of the receipt of the initial payment.

### **Renewal of the key(s) for the next 3-months period**

The first 3-months period starts on the conclusion date of the present Agreement. The due dates for each payment are duly listed in the Installment Plan schedule LICENSOR has provided LICENSEE with after the initial payment has been received.

Key(s) for a new period are received only if the LICENSEE has paid all sums due under the present Agreement.

Sums due under the present Agreement, are delayed monthly installments and delayed payment interests.

Up to 3 days before the end of the current 3-month period, EZT STUDIO sends the LICENSEE by e-mail the new software key(s) for the next 3-month period if LICENSEE has completed the installment payment due for that period.

### **Delayed payment charges for monthly installments**

For each day of delayed payment, we charge 2 (two) EUR per day.

### **Termination of the Agreement due to delayed payments**

If the LICENSEE fails to transfer three successive monthly payments, the LICENSEE loses the rights of use for the Product(s) under the present Agreement and is obligated to return without further delay all Product's USB Hardware Keys received by EZT STUDIO. All payments made remain for the benefit of EZT STUDIO and EZT STUDIO returns no sums to the LICENSEE.

### **Rights to use the Product(s) for an unlimited period**

Upon payment of the final monthly installment, as well as of all sums due according to article I.5 of the present Agreement (if any), the LICENSEE receives unlimited in time software key(s), as well as the right to use the Product(s) - subject to the present Agreement without any time limitations.

## **C. Prepaid Subscription**

### **Payment**

By paying the Prepaid Subscription Fee, LICENSEE accepts all clauses set by the present and the Software Support Agreements. The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via bank transfer unless that contradicts with the applicable law. Where bank charges are withheld, EZT STUDIO will issue a subsequent invoice for the corresponding amount.

### **Receiving the Product(s)**

Upon approval and receiving the Prepaid Subscription Fee payment, the LICENSOR shall provide, within one day, the Product(s) (by download via Internet) to the LICENSEE with **Activation Key** (based on the Hard Drive ID) limited for use for the number of days the Prepaid Subscription Fee has been paid for (one month at least).

- **For EZConvert Professional:** Upon approval and receiving the Prepaid Subscription Fee payment, the LICENSOR shall provide the Product(s) to the LICENSEE within one day (download) with an **Activation File** limited for use for the number of days the Prepaid Subscription Fee has been paid for (one month at least).

Prepaid Subscription payments are non-refundable once the **Activation Key** was sent to LICENSEE by the LICENSOR.

## D. LM and OLM Services

### Payment

By paying the License Fee, LICENSEE accepts all clauses set by the present and the Software Support Agreements.

The LICENSEE is responsible for any charges or fees arising from the payment of the License Fee via a bank transfer unless that contradicts with the applicable law. Where bank charges are withheld, EZT STUDIO will issue a subsequent invoice for the corresponding amount. The agreement takes effect on the date the License Fee is received, according to the bank documents or PayPal notification.

OLM Services are subscription based and are due for renewal every 12 months. LICENSEE shall pay LICENSOR their due hosting and support and support package(s) renewal fee for the Product(s) running under the OLM Service in order to use their Product(s) and OLM Services.

### Termination of Services

OLM Services are subscription based and will only work if LICENSEE has paid LICENSOR a yearly hosting fee and renewed Support package(s) for all software under the OLM Services. If LICENSEE has not paid the LICENSOR for hosting and Support package(s) renewal fee in due time LICENSOR will terminate the OLM Service without further notice and LICENSEE won't have access to their OLM Service and Product(s) running under the OLM Service until LICENSEE has paid all hosting and Support package(s) renewal fees due. LICENSEE will not be able to use their Product(s) even if they have paid the whole retail price for them unless they pay up all their hosting and Support package(s) renewal fees.

### Receiving the Product(s)

#### LM



The LICENSOR shall provide the LICENSEE EZTitles LM software and deliver the package with a USB Hardware Key used by the LICENSEE to issue licenses to the End Users. The delivery of the USB Hardware Key shall be done within 7 workdays.

## **OLM**

The LICENSOR shall provide the LICENSEE access credentials, set-up hosting and thorough instructions for using the EZTitles OLM services.

## **Distribution of Licenses**

### **LM**

The LICENSEE distributes the owned licenses remotely. The End Users receive a license registration file for a specific period and for a specific computer. If a license is given away it cannot be accessed or re-issued to a different computer before it expires. EZTitles Development Studio Ltd has no liability if a license has been issued incorrectly or to an incorrect workstation ID and therefore is unusable until its expiration.

Issuing and registering licenses with the EZTitles LM is solely the Customer's responsibility and should be approached with care.

### **OLM**

The LICENSEE assigns rights to a particular user to use the software for a specific period. As soon as a license is closed by one person it can immediately be accessed by another, given they have the rights to work with EZTitles.

The Software may cause End User's Computer, without notice, to automatically connect to the Internet and to communicate with EZTitles Development Studio Ltd.'s website or domain for purposes such as license validation and providing End User with additional features, or functionality.

## **E. Subtitling Assistant**

### **1. Definition**

Subtitling Assistant is a pay-as-you-go-based additional service for EZTitles Essentials, EZTitles Standard and/or EZTitles Ultimate intended to automate the process of creating Closed Captions both Pop-on and Roll-up, SDH Subtitles or Master Translation Templates in the same language.

The Subtitling Assistant can be used for recognition of the spoken text and its timing which can be used to automatically create captions and subtitles (ASR) and/or for automated translation (AT).

## **2. Payments**

The Subtitling Assistant is a paid subscription-based service, and it requires either minutes (for ASR) or characters (for AT), which need to be purchased in order to be loaded into a virtual Wallet. The Licensing Fee LICENSEE shall pay LICENSOR for the rights to use the Subtitling Assistant is charged per each minute of analyzed audio or each character of translated text. Once purchased, the minutes and/or characters are non-refundable. If the minutes and/or characters into the Wallet run out the LICENSEE shall purchase a new amount as needed.

LICENSOR only guarantees the Subtitling Assistant services will be working properly with the latest versions of EZTitles. In case LICENSEE's Support Package has expired, has not been renewed, and an obsolete version of EZTitles is being used, LICENSOR does not guarantee the proper functioning of the Subtitling Assistant services, even if there are minutes and/or characters available in the wallet. LICENSOR is not obligated to fix or alternate Subtitling Assistant service of older versions of software in such scenarios where support package(s) have not been paid for, renewed, or canceled by the LICENSEE. LICENSEE shall renew their support package(s) and update their software to its latest versions to be guaranteed the proper functioning of Subtitling Assistant.

If LICENSEE is using a Prepaid Subscription License and after the subscription period has finished there are minutes and/or characters available left in the Wallet, they are non-refundable but can still be used if LICENSEE renews LICENSEE's Prepaid Subscription for another period by paying the required Prepaid Subscription fee.

## **3. Subtitling Assistant Data Handling**

### **3.1. ASR option**

Speech recognition is handled by AssemblyAI API or Azure Blob Storage. With AssemblyAI API the audio files required for the Audio Analysis' process are stored temporarily on AssemblyAI's servers and once the analysis is finished are deleted from there permanently.

Data handling and privacy for audio processing are covered by AssemblyAI's agreements (available at [AssemblyAI Speech-to-Text API](#) | [Terms of Service](#) and [AssemblyAI Speech-to-Text API](#) | [Privacy Policy](#)).

The Azure Speech service is fully responsible for the safety of your data during the process, and as part of Azure Cognitive Services, is certified by SOC, FedRAMP, PCI DSS, HIPAA, HITECH, and ISO. Your data remains yours.

Your audio input and transcription data aren't logged during audio to text processing.

The files stored are:

- the audio for the processed sections of the video in low-resolution 16 KHz PCM format.
- the transcriptions for the processed sections.

The stored files can be accessed only by:

- Administrators from EZTitles Development Studio Ltd.
- By the LICENSEE who has started the Audio Analysis process.

Storing the Subtitling Assistant files:

Immediately after the analysis process has finished the data is ready for deletion. The data from the analysis will be permanently deleted as soon as the video has been accessed in EZTitles. If the video has not been accessed in EZTitles the data will be kept available until so but no longer than 30 days after the analysis has been initially started.

Limited Liability:

LICENSOR takes no responsibility and cannot be held accountable for files which have not been accessed back by LICENSEE more than 30 days after the Audio Analysis process has been initially started. If such files have not been accessed back after 30 days LICENSEE shall use the Subtitling Assistant to perform a new Audio Analysis and LICENSEE shall pay the number of Tokens the Audio Analysis requires.

### **3.2. AT option**

Automatic Translation in EZTitles is handled by API from DeepL and/or Google. Data handling, security and liability are covered by either DeepL's or Google's respective Terms of use and Privacy/Security Agreements. LICENSOR does not store or use the content for any purposes other than to provide the result from the services.

DeepL temporarily stores both original content and processed results only as technically needed to provide its services and deletes it afterward unless otherwise specified. Additionally, it's never used to train DeepL's AI models (more on DeepL security measures and practices here: [DeepL Trust Center | Powered by SafeBase](#)).

Google does not use any of the content for any purpose except to provide the Cloud Translation API service. The content of the text won't be made available

to the public or shared with any third party. The content of the text will only be used by Google as necessary to provide the Cloud Translation API service. Google's Cloud Translation API complies with the [Cloud Data Processing Addendum](#).

When sent to Cloud Translation API, text is held briefly in-memory in order to perform the translation and return the results. Please refer to the [Google Cloud Security](#) page, and the [Cloud Data Processing Addendum](#), which describe the security measures in place for Google's Cloud Services.

Google does not use the content to train and improve Google Translation features. Google does not claim any ownership in any of the content (including text and labels) transmitted to the Cloud Translation API.

## RIGHTS OF USE

Pursuant to the terms of this License Agreement, LICENSOR grants to the LICENSEE the non-exclusive, restricted, non-transferable right to use the Product(s) and the Documentation. The granted right specifically includes the right of the LICENSEE to use the type and number of copies of the Product(s) and the Documentation, solely for personal use of the LICENSEE and in accordance with the Rights of Use pursuant to the present section of this Agreement. All passwords or information for controlled access ensured by LICENSOR shall be considered confidential information.

**For EZConvert GUI, EZConvert Professional Features Pack and EZConvert Professional:** Pursuant to the terms of this License Agreement, LICENSOR grants to the LICENSEE the non-exclusive, restricted, non-transferable right to use the Product(s) and the Documentation.

The granted right specifically includes right of the LICENSEE to use the type and number of copies of the Product(s) and the Documentation, with the understanding that said right to use includes the right for LICENSEE to provide any outputs resulted by the usage of the Product(s) to LICENSEE's end user customers in accordance with the Rights of Use pursuant to the present section of this Agreement.

All passwords or information for controlled access ensured by LICENSOR shall be considered confidential information.

**For EZConvert GUI, EZConvert Professional Features Pack and EZConvert Professional:** LICENSEE may give away any outputs resulted by the usage of the Product(s) to LICENSEE's end customers, if LICENSEE does not provide direct access and use of the Product to its end user customers.

1. All rights upon the Product(s) shall be reserved by LICENSOR.

2. By paying one License Fee for the Product, you shall be granted the right to use the Product on one computer and/or by one user at the same time.
3. If you wish to be able to use the Product on more than one computer and by more than a single person, but only at one computer and by a single user at any given moment, you must purchase either USB Hardware Key or OLM Services with the Product. Otherwise, you must purchase a second license for the Product.
4. In case the Product's USB Hardware Key undergoes any damage, you shall send the damaged unit to the LICENSOR at your expense to obtain the right of a new USB Hardware Key. If for some reason the LICENSOR does not receive the damaged USB Hardware Key and the LICENSOR was not presented with a copy of the receipt from the postal services by the LICENSEE as proof that the damaged unit has been sent, the LICENSEE shall receive new USB Hardware Key for the Product only upon paying the full price of the product.

If it is determined that the USB Hardware Key has been broken in violation of section II.4 of the Software Support Agreement, the LICENSEE is obligated to pay the USB Hardware Key price specified by the LICENSOR.

In all cases the LICENSOR shall grant the LICENSEE the rights to use the Product with **Activation Key** based on the Hard Disk Drive ID for one computer, for the period until the new USB Hardware Key has been successfully delivered to the LICENSEE.

5. In case the Product's USB Hardware Key has been lost, regardless of reason, you shall receive a new **Activation Key** (USB Hardware Key with license) for the Product only after paying the relevant price for a new USB Hardware Key.
6. You have absolutely no right whatsoever to distribute, resell, lend, or lease this particular Product to any third party (transfer the rights for its use to a third party) without the prior written approval of LICENSOR.
7. **You shall be obliged not to adapt, change, modify, translate, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code from the Product, or create derivative Products, based on the original Product.**
8. You shall be considered as violator of the intellectual property of LICENSOR if you distribute, provide, resell to third parties, or copy (except for the purpose of protection of its integrity) the **Activation File** for EZConvert Professional without explicit permission given by the LICENSOR.
9. You shall be considered as violator of the intellectual property of LICENSOR if you distribute, provide, resell to third parties, or copy (except for the purpose of protection of its integrity) the access credentials for using the EZTitles OLM services without explicit permission given by the LICENSOR.
10. It is illegal to distribute, copy, or use illegal copies of the Product.

11. Copying of the programs in the Product shall be permitted only for the purpose of protecting their integrity.

## 12. FFmpeg

EZTitles uses libraries from the FFmpeg project under the LGPLv2.1. Please, refer to <http://ffmpeg.org> for more details.

EZTitles Development Studio Ltd. does not own FFmpeg and/or its code. FFmpeg is a trademark of Fabrice Bellard, originator of the FFmpeg project. More details can be found here: <https://www.ffmpeg.org/>

## 13. TurboPack SynEdit

EZTitles uses TurboPack SynEdit under the MPL v1.1. EZTitles Development Studio Ltd. does not own TurboPack SynEdit and/or its code. SynEdit is a project of the TurboPack community. More details can be found here: <https://github.com/TurboPack/SynEdit>

# TERMINATION

## 1. Termination for Cause

If any breach of this Agreement by LICENSEE continues for more than thirty (30) days after LICENSEE receipt written notice by LICENSOR, EZT STUDIO may terminate this Agreement by written notice to LICENSEE, whereupon this license and all rights granted to LICENSEE herein shall immediately cease.

## 2. Termination for Non-Payment of License Fee

This agreement shall terminate immediately, whereupon this license and all rights granted to LICENSEE herein shall immediately cease, if LICENSEE has not paid the applicable License Fee for the license within thirty (30) days of the invoice date for the License Fee.

## 3. Termination because of cancellation of pre-paid subscription

This agreement shall terminate immediately, whereupon this license and all rights granted to LICENSEE herein shall immediately cease, if LICENSEE has decided not to renew a pre-paid subscription plan further. LICENSOR shall prepare and send an Invoice to LICENSEE for all fees accumulated but not paid by LICENSEE to LICENSOR for the period of any previous pre-paid subscription plan(s) used by LICENSEE which LICENSEE shall duly pay within 30 days of the date listed on the Invoice at the latest. In case the Invoice is not paid by LICENSEE, LICENSOR has every right to take the matter to the court of law.

## 4. Effect of Termination

Upon termination or expiration, all licenses for the Product will terminate and LICENSEE will discontinue all use of the Product. The provisions of Sections II.1, II.7, II.8, II.9, II.10, II.11, III, IV.3, V, and VI shall survive termination or expiration of this Agreement.

## TERMS OF WARRANTY

### 1. Warranty

The Product(s) are provided “as is”. The Product(s) shall work normally in conformity with the Documentation which accompanies it, for up to one year after the date of conclusion of the present Agreement in accordance with the respective term of the License Program which is chosen by the LICENSEE. LICENSOR does not guarantee that the operation of the Product(s) will be uninterrupted or error free.

Under the Warranty granted by LICENSOR the LICENSEE shall have the right of support of the Product(s) on Standard level for a period of one year after the purchase, in accordance with the terms and provisions of the Software Support Agreement.

### 2. Warranty Range

The Warranty granted shall not cover problems arising from the following situations:

1. accidents, hardware failures, electrical and electromagnetic shocks or effects, interference, negligence, wrong use or deliberate damage, problems of the electrical power (the electric mains), ventilation, humidity, dust levels, defects in the data carriers (magnetic or of any other sort), which have not been delivered by LICENSOR, use of the Product in an environment, which has not been set in conformity with its documentation requirements, hardware or operational system particularities being in disaccord with the Product requirements, bad setting of the operational system and the hardware or a system failure in result of a virus and any other harmful or malicious software, or wrong use of the operational system and errors in computer exploitation, or
2. incorrect installation of the Product by the LICENSEE or use of the Product in violation of the rules or procedures fixed in the documentation, or
3. Product modification or attempt for such modification of the Product by any person(s) who has not been authorized in writing by LICENSOR therefore, or resulting from software and/or technology of any third party, different from LICENSOR, or in any other case, when the fault for the dysfunction of the Product does not lie with the program support offered

by LICENSOR within the Product framework, or ability to sell, adjustment to particular purpose, meeting the requirements and the needs of the LICENSEE or that the same products are free of defects and errors, fault-tolerant or fail-safe, or that all inconsistencies may or shall be repaired or that their use shall be with no interruption, or

4. The Software and the Documentation are not designed, produced, or intended for use in conditions or for applications that may cause death, personal injury, property damage or environmental damages. Any similar use shall be at the own risk and expense of the Licensee.

In these situations, LICENSOR shall not be liable but may readily offer cooperation against payment for solving the problem at a fee calculated on current consultation prices.

### **3. Waiver of other warranties**

All implied warranties on the Product shall be limited to a one-year period as of the date of signing the Agreement.

This warranty shall be granted ad hoc and shall replace all other warranties stipulated by law, express or tacit.

This warranty shall by no means be construed to bind its author EZT STUDIO with other warranties, both express and implied, including (but not limited to) compatibility with specific requirements related to the Product, as well as to the exploitation manual and printed materials in the Product package.

## **LIMITED LIABILITY**

The liability of the LICENSOR shall by no means exceed the price of the Product paid by the LICENSEE to the LICENSOR.

EZT STUDIO shall not be liable for any collateral, special, accidental, or consequential damages, whether based upon agreement, law violation constituting grounds for civil claim or any other legal theory arising from execution or default under the present agreement.

In no circumstances shall EZT STUDIO bear responsibility for any damage (including all cases of real damages, loss of profit, loss of business information, suspension of business activity, or other material damages), related to the use or impossibility to use the product, even if EZT STUDIO has been previously notified for the risk of such damages.

The ultimate LICENSEE sole remedy for any breach of warranty shall be the repair or replacement of the product at the discretion of LICENSOR.



The LICENSEE is responsible for maintaining the confidentiality of any non-public authentication credentials associated with LICENSEE's use of Online Services. LICENSEE shall promptly notify LICENSOR's customer support team about any possible misuse of LICENSEE's accounts or authentication credentials, or any security incident related to Online Services.

## **OLM Limitations**

This License Agreement and any applicable Service Level Agreement do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (including, but not limited to natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre).
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
3. Caused by your use of a Service after we advised you to modify your use of the Service if you did not modify your use as advised.
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us).
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to the EZTitles OLM services by means of your passwords or equipment or otherwise resulting from your failure to follow appropriate security practices.
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.
9. Due to your use of Service features that are outside of associated Support; or
10. For licenses reserved, but not paid for, at the time of the Incident.

## **Subtitling Assistant Limitations**

This License Agreement and any applicable Service Level Agreement do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (including but not limited to natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your side or between your side and our data centre).
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
3. Caused by your use of a Service after we advised you to modify your use of the Service if you did not modify your use as advised.
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature, or software (as determined by us).
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to the Subtitling Assistant services or Wallet or otherwise resulting from your failure to follow appropriate security practices.
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.
9. Due to your use of Service features that are outside of associated Support; or
10. For licenses or services reserved, but not paid for, at the time of the Incident.
11. LICENSOR uses third-party components and services for Subtitling Assistant and LICENSOR does not control, endorse, or accept responsibility for third-party components and services. LICENSOR cannot be held responsible for failure of such third-party components and services or inadequate performance for such third-party components and services which are caused by the providers of such third-party components and services.
12. Subtitling Assistant requires Internet connection and good bandwidth to perform its services properly. LICENSOR shall not be held responsible for failures of Subtitling Assistant services caused by lack of Internet Connectivity, inadequate bandwidths or any interruptions in Subtitling Assistant Services caused by LICENSEE's own configurations.

## INTELLECTUAL PROPERTY RIGHTS AND RESERVED OWNERSHIP

The Product(s) and the Documentation are subject to license and not to sale. The LICENSOR owns the Product(s) and the Documentation, and all copies protected by the law and the applicable international legislation, treaties and conventions related to intellectual property including the trade secret. The Licensee agrees to use adequate means to protect the Product(s) and the Documentation from unauthorized use, reproduction, distribution, or publication. LICENSOR and any third parties reserve all rights that are not specifically provided pursuant to this License Agreement, including the right to amend and improve the Product(s) and the Documentation. Licensor does not grant expressly or implicitly the right to patents, trademarks or any information that is a trade secret of LICENSOR.

## MISCELLANEOUS

**Applicable law:** The present Agreement shall be governed by the laws of the Republic of Bulgaria.

**Cancellation of Previous Agreements:** The present Agreement is substitution for all previous Agreements correspondence or understandings of any nature whatsoever relating to the subject matter of this Agreement between the LICENSEE and EZT STUDIO which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement takes effect.

All sums due by the LICENSEE to EZT STUDIO in accordance with the present Agreement shall be understood free of bank charges and not to include any taxes, fees, duties, or analogical dues as imposed by any government and/or local authority (except for the corporate tax on EZT STUDIO profit resulting from the present Agreement).

The parties thereto shall agree that all disputes resulting from or related to the obligations of the parties under the present Agreement and which the parties are unable to settle by mutual consent (including disputes resulting from or related to its interpretation, validity, execution, and termination), shall be settled under the Bulgarian Code of Civil Procedure by the competent courts in the Republic of Bulgaria.

Should any of the provisions of the present Agreement be repealed, invalidated, or declared void, all other provisions shall remain in force and shall be construed in conformity with the applicable law and in their logical context.

The present Agreement creates no agency, partnership, joint venture, or employment relationship and neither you nor its agents have any authority to bind EZT STUDIO in any respect whatsoever.

The present Agreement may not be amended except in a written document signed by both parties. Any waiver of right, request, or claim filed under the present Agreement shall produce legal effect only if made in writing.

For any questions concerning this Agreement or to contact EZTitles Development Studio Ltd, please send a message to [sales@eztitles.com](mailto:sales@eztitles.com).