

# AZASOFT VideoStage Live License (MAC)

## END USER LICENSE AGREEMENT

This License only applies to the executable code for the English-language version of the AZASOFT VideoStage Live 1 software and any accompanying distributable files, data and materials ("AZASOFT VideoStage Live"). You should carefully read the following terms and conditions before using, installing, copying, distributing, or transmitting this software. By using, installing, copying, distributing, or transmitting AZASOFT VideoStage Live without registering your copy of AZASOFT VideoStage Live, you agree to all of the terms of this evaluation license agreement ("License"). Refer to :

**[www.videostage.fr/live/](http://www.videostage.fr/live/)**

for information about pricing, multi-licensing, and registration options. Please read the license terms below. If you do not agree to all of the terms and conditions of this License, then do not use, install, copy, distribute, or transmit AZASOFT VideoStage Live.

### ***Scope of License***

END USER LICENSE AGREEMENT (hereafter : EULA) GRANTED FOR :

- A FULL VERSION OF VIDEOSTAGE LIVE (PRO) AND/OR,
- A TRIAL VERSION OF VIDEOSTAGE LIVE (DEMO)

Between :

**AZASOFT France**

and :

The user of VideoStage Live PRO and/or VideoStage Live DEMO  
(hereafter : **YOU**)

### **Art. 1 Acceptance of this EULA**

This EULA constitutes a valid and binding agreement between AZASOFT and YOU,

as a user of VideoStage Live PRO and/or VideoStage Live DEMO. To use VideoStage Live PRO and/or VideoStage Live DEMO, YOU have to accept this EULA by clicking

on "I ACCEPT". If YOU disagree with any terms of this EULA, click on "I REFUSE" and destroy your copy of VideoStage Live PRO and/or VideoStage Live DEMO and the databases.

If as a result of the use of VideoStage Live DEMO YOU purchase a VideoStage Live PRO license and authorize it YOU continue to be bound by this EULA. If at any time you disagree with the terms of this EULA you must stop using the program and destroy your copy of VideoStage Live PRO and/or VideoStage Live DEMO and the databases.

## **Art. 2 Intellectual Property Rights**

YOU acknowledge and agree that any and all IP Rights to or arising from VideoStage Live PRO and/or VideoStage Live DEMO are and shall remain the exclusive property of AZASOFT. Nothing in this EULA intends to transfer any such IP Rights to, or to vest any such IP Rights in, YOU. You are only entitled to the limited use of the IP Rights granted to YOU in this EULA. YOU acknowledge and agree that any unauthorized use of the IP Rights is a violation of this EULA as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

## **Art. 3 Permitted Use of the EULA and restrictions**

### **3.1. Single User Licence**

AZASOFT grants YOU a non-exclusive, non transferable License to use VideoStage Live PRO and/or VideoStage Live DEMO. YOU are authorized to install one installation on a compatible MAC computer. This License does not allow the VideoStage Live PRO and/or VideoStage Live DEMO to exist on more than one computer at a time. YOU may make one copy of the VideoStage Live in machine-readable form for backup purposes only.

### **3.2 Demo version**

VideoStage Live DEMO is not representative of the final product. If the

program doesn't suit you, the program and the databases can be totally destroyed.

### **3.3 Termination of EULA**

This EULA is effective until terminated. AZASOFT may terminate the EULA on the grounds of failure to comply with the legal protection regulations or infringement of the EULA. Upon the termination of this EULA the program and the databases must be totally destroyed.

### **3.4 Software updates and upgrades**

At AZASOFT's sole discretion, AZASOFT may provide YOU with updates and upgrades (to be referred to collectively as "Updates") to the VideoStage Live and retains the right to provide such Updates for a fee. In order to Install and use an Update, YOU must have a EULA for VideoStage Live to use the previous version.

After upgrading, you may no longer use the version of VideoStage Live that formed the basis for your upgrade eligibility. Upon of an Update, you must accept the EULA and the last EULA replaces the prior one.

YOU may refuse to accept an Update. However, upon release of an Update, AZASOFT may have no further obligation to support the previous version.

### **3.5 Restrictions**

Subject to the provisions in Art. 3.5.2, YOU may not sell, lease, license, rent, loan, resell or otherwise transfer, with or without consideration, VideoStage Live PRO and/or VideoStage Live DEMO. YOU will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of VideoStage Live PRO and/or VideoStage Live DEMO or any part thereof. YOU may not modify, or create derivative works based upon, the VideoStage Live PRO and/or VideoStage Live DEMO in whole or in part.

YOU may not copy the VideoStage Live PRO and/or VideoStage Live DEMO or documentation.

YOU may not remove any proprietary notices or labels on the VideoStage Live PRO and/or VideoStage Live DEMO.

YOU may not back up electronic/digital content for which YOU do not have sufficient legal rights to the content being backed up. All rights not

expressly set forth hereunder are reserved by AZASOFT.

### **3.6 Consent to Use of Data.**

YOU agree that AZASOFT may collect and use technical and related information, including but not limited to technical information about your computer, that is gathered periodically to facilitate the provision of software updates, product support and other services to YOU.

AZASOFT may use this information, as long as it is in a form that does not personally identify YOU, to improve our products or to provide services or technologies to YOU.

## **Art. 4 Disclaimer of Warranties and limitation of liability**

### **4.1 Disclaimer of warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. AZASOFT HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AZASOFT DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO, THAT THE FUNCTIONS CONTAINED IN THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AZASOFT SHALL

CREATE A WARRANTY. SHOULD THE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

When buying AZASOFT software programs YOU are assured of being able to benefit from our availability and professionalism for any question YOU would like

to pose. Support : <http://www.videostage.fr/live/>

#### **4.2 Limitation of liability**

IN NO EVENT SHALL AZASOFT BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO. AZASOFT'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE

#### **4.3 Legal offense and violation of third party rights**

AZASOFT SHALL IN NO EVENT BE RESPONSIBLE FOR CONTENT MADE AVAILABLE TO USERS WITH VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO OF CONTENT THAT VIOLATE THIRD PARTY INTELLECTUAL RIGHTS OR THAT IS A LEGAL OFFENSE. AZASOFT IS ALSO NOT RESPONSIBLE FOR CONTENT BROADCASTED IN PUBLIC AND ANY MALFUNCTION BY VIDEOSTAGE LIVE PRO AND/OR VIDEOSTAGE LIVE DEMO.

#### **4.4 Jurisdictions Limitations:**

As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to YOU. In such event the liability will be limited to the maximum extent possible within the applicable legislation.

## **Art. 5 General Provisions**

### **5.1 Divisibility**

The terms and conditions of this EULA constitute the entire agreement between YOU and AZASOFT. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this EULA shall nonetheless remain in full force and effect.

### **5.2 Indemnification**

YOU agree to indemnify, defend and hold AZASOFT harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of YOUR violation or breach of any term of this EULA or any applicable law or regulation.

### **5.3 Translation**

This EULA is prepared in the French language. In the event of a conflict between the French language version and any translated version, the French language version shall govern the parties' relationship.

**ELUA v1.2** (AVS Live, international version)

**Publisher** : AZASOFT France - <http://www.azasoft.fr> - [contact@azasoft.fr](mailto:contact@azasoft.fr)