

End User License Agreement

On-Line End User License Agreement

IMPORTANT: This End-User License Agreement (“EULA” or “Agreement”) is a legal Agreement between you and Corsair Memory Inc., and any of its affiliates and/or subsidiaries (“Corsair”) with respect to the software provided by Corsair, any associated media, printed materials, “online” documentation and electronic documentation (collectively referred to as “Software”). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this EULA. “You” and “Your” may refer to a natural person or to a legal entity including, but not limited to, a corporation, partnership or a limited liability company. If you do not agree to the terms of this EULA, you are not authorized to install or use the Software.

1. Ownership of Software.

Corsair owns certain rights in the Software. THE SOFTWARE IS A PROPRIETARY PRODUCT OF CORSAIR OR THIRD PARTIES FROM WHOM CORSAIR HAS OBTAINED LICENSING RIGHTS. THE SOFTWARE IS PROTECTED BY COPYRIGHT LAWS AND OTHER INTELLECTUAL PROPERTY LAWS. TITLE TO THIS SOFTWARE, ANY COPY OF THIS SOFTWARE, AND ANY INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE WILL AT ALL TIMES REMAIN WITH CORSAIR AND SUCH THIRD PARTIES. Your rights are defined by this Agreement which You agree creates a legally binding and valid contract. CORSAIR retains the right to utilize its affiliated companies, authorized distributors, authorized resellers and other third parties in pursuing any of its rights and fulfilling any of its obligations under this Agreement.

2. License Grant.

CORSAIR grants to You a nonexclusive, nontransferable (except as may be required by applicable law) royalty-free license to allow You to use the Software, provided that you comply with all the terms and conditions of this EULA.

3. Your Responsibilities and Prohibited Actions.

(a) Transfer of Rights. You may not transfer or assign all or any portion of the Software, or any rights granted in this Agreement, to any other person.

(b) Reverse Engineering or Modifying the Software. You will not reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software. The prohibition against modifying or reverse engineering the Software does not apply to the extent that You are allowed to do so by applicable law including, but not limited to, the European Union Directive on the Interoperability of Software or its implementing legislation in the member countries. You may not otherwise modify, alter, adapt, or merge the Software.

(c) Third Party Supplier. You agree that CORSAIR’s third party suppliers may enforce this Agreement as it relates to their Software directly against You.

(d) Export. CORSAIR shall not be required to undertake any action pursuant to this Agreement that is prevented by any impediments arising out of national or international foreign trade or customs requirements, including embargoes or any other sanctions. This Agreement is subject to all United States government laws and regulations as may be enacted, amended or modified from time to time regarding the export from the United States of CORSAIR software, services, technology, or any derivatives thereof. You will not export or re-export any CORSAIR software, services, technology, or any derivatives thereof, or permit the shipment of same. This section will survive the expiration or termination of this Agreement for any reason.

4. Consent to Use of Data.

You agree that CORSAIR and its affiliates may collect and use technical data gathered as part of the product support services provided to you, if any, related to the Software. CORSAIR may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

5. Additional Software and Services.

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that CORSAIR may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. CORSAIR reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.

6. Term and Termination.

CORSAIR reserves the right to terminate this Agreement if You fail to comply with any of the terms described herein. All license rights granted will cease upon any termination of this Agreement.

7. Disclaimer of Warranty.

CORSAIR MAKES NO WARRANTIES OF ANY KIND, AND NO WARRANTY IS GIVEN THAT THE SOFTWARE IS ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT IT WILL WORK IN CONNECTION WITH ANY OTHER SOFTWARE. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF ERROR-FREE AND UNINTERRUPTED USE OR ANY WARRANTY AGAINST INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LICENSE AGREEMENT.

8. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORSAIR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF CORSAIR OR ANY SUPPLIER, AND EVEN IF CORSAIR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Limitation of Liability.

CORSAIR's entire liability for all claims or damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the amount paid to CORSAIR for the specific item that caused the damage or that is the subject matter of the cause of action. This section shall not be interpreted to exclude any liability that is prohibited from being excluded by applicable law. Except as otherwise provided by applicable law, no claim, regardless of form, arising out of or in connection with this Agreement may be brought by You unless such claim is brought either (i) within two years after the cause of action has accrued or (ii) within the shortest period of time after the cause of action has accrued that may be legally contracted for in the applicable jurisdiction if a two year limitation would be legally unenforceable.

10. Software Support Services.

CORSAIR offers technical support services. See www.corsair.com. Such technical support shall be provided in CORSAIR's sole discretion without any guarantee or warranty of any kind. It is your responsibility to back up all your existing data, software and programs before receiving any technical support from CORSAIR. CORSAIR reserves the right to refuse, suspend or terminate any technical support, in its sole discretion.

11. Choice of Law and Jurisdiction.

This Agreement will be governed by and construed in accordance with the substantive laws of the State of California in the United States, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any disputes arising under this Agreement shall be settled exclusively in the California state courts or United States federal courts located in California. The parties hereby submit to the personal jurisdiction of such courts for the purpose of resolving any dispute under this Agreement.

12. Severability/Reformation.

If any provision of this Agreement is found to be void or unenforceable, it will not affect the validity of any other provision of this Agreement and those provisions will remain valid and enforceable according to their terms. To the extent that an unenforceable provision may be reformed to be enforceable by a court of law, such provision will be deemed to be so reformed in this Agreement.

13. Other Rights Reserved.

All rights not specifically granted in this Agreement are reserved by Corsair.

14. Entire Agreement.

You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this Agreement.

15. Additional terms applicable to audio assets downloaded from the Stream Deck store

A. Your Rights. We (Footage Firm, Inc., the operator of storyblocks.com, videoblocks.com, graphicstock.com, and audioblocks.com) grant you a perpetual, worldwide, limited, non-exclusive, non-transferable right to incorporate the Stock Files you obtain from us into a work you create. You may incorporate, using Stream Deck and Stream Deck only, our Stock Files into any project, including feature films, broadcast, commercial, educational, print, multimedia, games, merchandise, and the internet. To be clear, it is your responsibility to obtain the relevant licenses associated with any content, other than the Stock Files, that you incorporate into your project such as feature films, broadcast, commercial, educational, print, multimedia, games, merchandise, and the internet ("Licensed Content"). Once you incorporate a Stock File into your project and assuming that you have obtained the relevant licenses associated with Licensed Content, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with a third party. (However, you can share the Stock Files with your client or other third party for the limited purpose of getting their help with your specific project, assuming you are adding substantial value to the project apart from the Stock Files. Otherwise, they need their own license.) You also agree to use your best efforts to secure the Stock File from being accessed by a third party as a standalone file, but since that's not always possible, your inability to prevent copying will not be considered a breach of this License.

B. Our Guarantee. We promise that if you use our Stock Files as described in this

License, your use will not infringe on the rights (such as copyrights) of a third party (the “Limited Warranty”). We’ll also put our money where our mouth is. In fact, we will provide you up to \$20,000 in indemnification if you incur any direct damages from our breaking this promise. Because that’s a big number, we need to make a few things clear, so here come some capital letters. IN NO EVENT, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL BREACHES OF THE LIMITED WARRANTY WILL BE LIMITED TO THE LESSER OF THE ACTUAL, DIRECT DAMAGES SUFFERED BY YOU DIRECTLY ARISING FROM SUCH BREACH AND TWENTY THOUSAND DOLLARS.

Note that trademarks, logos, or copyrights depicted within our Stock Files are not covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, that label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn’t want you to think that this License lets you reprint Coca-Cola cans.)

C. Limitations. There are a few other limitations we have put in place to protect our artists and other customers:

1. You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our files. You cannot create a trademark or logo based on our Stock Files. You cannot use automation, such as computer scripts, to download or “scrape” high volumes of our Stock Files. Finally, you cannot use the Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.
2. For Stock Files that depict identifiable people (“Models”), you must not depict the Models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether the depiction of the Models themselves is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with Models in a documentary about a rare and embarrassing medical condition, but you should not depict the Models in a way that suggests they personally carry the condition, unless our video clip already depicts them that way.
3. For our audio Stock Files, your license does not restrict your right of public performance, but a cue sheet may be required to satisfy the requirements of Performance Rights Organizations (“PROs”). Also, this License allowed you to use our audio clips in YouTube videos, but since we are not associated with YouTube, we cannot prevent other people from incorrectly claiming that your video violates a copyright. If you get such a claim, let us know, and we will make our best efforts to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.
4. Some Stock Files may have additional restrictions, such as “editorial use only,” which will be noted in the clip’s details.

D. Other Legal Provisions. This part may not be fun to read, but it’s important nevertheless.

1. This Agreement will be governed by the laws of the State of Delaware, excluding its body of law relating to conflicts of law and copyright law. If any provision of this Agreement is found invalid, the other provisions will not be affected.
2. Except for claims brought in small claims court, all disputes about this Agreement will be settled by arbitration pursuant to the rules of the American Arbitration Association (“AAA”), subject to the Federal Arbitration Act. The dispute may be arbitrated either by JAMS or AAA. You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A

COURT.