

## **END USER LICENSE AGREEMENT**

### **SECTION I DEFINITIONS**

1. **AGREEMENT** refers to this contract, in whole or in part.
2. **MUSICIAN** is defined as Isabelle Chiming, a legal resident of Davidson, North Carolina, United States of America, at the time of this **AGREEMENT**.
3. **LICENSEE** is defined inclusively as both 'Armageddon Games', and the actual software developers of the **SOFTWARE**, including future developers of the **SOFTWARE**, and thereafter, anyone who **DISTRIBUTES** the **MUSIC** with the **SOFTWARE** or anyone who **DISTRIBUTES** the **MUSIC** with **MODULES** under the provisions of this **AGREEMENT**, including **USERS** who do any of the above.
- 4.. **MUSIC** is defined as any and all audio content produced by **MUSICIAN** prior to the 'signatory date' of this **AGREEMENT**, based on music featured in any and all of the 'Legend of Zelda' franchise / series game software developed by Nintendo Co, Ltd, and/or Nintendo of America and/or Nintendo of Europe.
- 5.. **SOFTWARE** is defined as the 'Zelda Classic' game engine, originally developed by Jeremy Craner, and published under various names including 'Zelda Classic', 'ZC', 'ZQuest', and other titles; and any derivatives of that programme suite, or any software that later shares any of its programming code, or programmes packaged with any of the above, including software yet to be released by **LICENSEE**.
6. **MODULES** is defined as any and all add-ons that are compatible with the **SOFTWARE**, or used in conjunction with the **SOFTWARE**. Hereafter, **SOFTWARE** in this **AGREEMENT** is inclusive both of **SOFTWARE** and of **MODULES**.
7. **USER(S)** is defined as a person, people or entities using the **SOFTWARE**, and all persons, people or entities that develop derivatives of the **SOFTWARE**.
8. **PLAYERS** is defined as anyone playing games, or other media generated using the **SOFTWARE**.
9. **GAMES** is defined as any product or by-product created via use of the **SOFTWARE**.
10. **DISTRIBUTORS** is defined as anyone distributing the **SOFTWARE** and/or **GAMES**, either physically, or electronically, or by some other or unforeseen medium (hereafter 'DISTRIBUTION')..
11. **MUSIC CREDIT** is defined as a visual indication, either in text or graphical form, included in the **SOFTWARE** or **MODULES**, either embedded in the **SOFTWARE** or **MODULES**, or included with their **DISTRIBUTION** as an ancillary file to indicate that the **MUSICIAN** created the **MUSIC**.

## **SECTION II TERMS**

The MUSICIAN grants LICENSEE the non-exclusive, non-revocable rights to:

(A) Bundle the MUSIC with the SOFTWARE (including any future derivatives of any sort) in perpetuity, and without royalties or further compensation from LICENSEE, and without royalties or further compensation from USERS, and without royalties or further compensation from PLAYERS, and without royalties or further compensation from DISTRIBUTORS.

(B) Include the MUSIC in the creation of games or other media, created using the SOFTWARE, (including any future derivatives of any sort) in perpetuity, and without royalties or further compensation from LICENSEE, and without royalties or further compensation from USERS, and without royalties or further compensation from PLAYERS, and without royalties or further compensation from DISTRIBUTORS.

The SOFTWARE shall always include MUSIC CREDIT, whenever and wherever the MUSIC is included in the DISTRIBUTION of the SOFTWARE.

## **SECTION III JURISDICTION**

Should any party bound to this AGREEMENT make allegations of breach of this AGREEMENT by any other party bound to this agreement, then this AGREEMENT shall be governed by the laws and statutes of the jurisdiction most-local to any party defending against such allegations; and any lawsuit must be both filed and prosecuted in that legal municipality.

## **SECTION IV SEVERABILITY**

Should any portion of this AGREEMENT be deemed unenforceable, the rest of the agreement shall remain intact and enforceable.

## **SECTION V RIGHT TO MODIFY**

Any party covered by this AGREEMENT has the right to modify the MUSIC, in whole or in part, and to DISTRIBUTE modified versions with the SOFTWARE. Modified versions of the MUSIC shall be treated as the MUSIC for all conditions, sections, and provisions of this AGREEMENT and may be DISTRIBUTED per the terms of this AGREEMENT as if they were the original version of the MUSIC.

## **SECTION VI ACCEPTANCE NOT REQUIRED FOR RECEIVING COPIES**

No party shall be required to accept this AGREEMENT in order to receive or run a copy of the MUSIC. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance; however, nothing other than this AGREEMENT grants any party permission to propagate or modify any covered MUSIC.

## **SECTION VII NOTICE OF LICENSE**

A version of this agreement shall be included with all copies of the MUSIC that are DISTRIBUTED under this AGREEMENT.

**SECTION VIII  
NO SURRENDER OF OTHERS' FREEDOM**

If conditions are imposed on USER(S) (whether by court order, agreement or otherwise) that contradict the conditions of this AGREEMENT, they do not excuse USER(S) from the conditions of this AGREEMENT. If USER(S) cannot DISTRIBUTE a covered work so as to satisfy simultaneously your obligations under this AGREEMENT and any other pertinent obligations, then in that specific incident, as a consequence USER(S) may not DISTRIBUTE it at all.

**SECTION IX  
LIMITATION OF LIABILITY**

In no event, unless required by applicable law, shall any party to this AGREEMENT, or any party to who this AGREEMENT applies shall be liable for damages, including any general, special, incidental, or consequential damages arising out of use of the MUSIC or the SOFTWARE in any amount in excess of US\$100.00 (ONE-HUNDRED US DOLLARS), even if that party has been advised of the possibility of such damages.

Accepted on this 4th Day of October, 2019 (the 'signatory date').