

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').