

End User License Agreement (EULA)

This End User License Agreement (the "Agreement") is a legal agreement between you (the "End User") and Behold Enrichment LLC, DBA. Dragon Tracks (the "Licensor") for the use of Dragon Tracks' music library (the "Music Library"). By using the Music Library, you agree to be bound by the terms of this Agreement.

1. License Grant

Licensor grants to End User a non-exclusive, non-transferable license to use the Music Library for the creation of derivative works or synchronized uses in videos, podcasts, and other digital media projects (the "Projects") that End User creates and distributes via End User's own channels, including but not limited to YouTube, Twitch, and other streaming platforms. End User is not authorized to use the Music Library in video games or other major commercial projects without prior written consent from the Licensor.

2. Ownership

The Music Library and all copyrights, trademarks, and other intellectual property rights therein are and shall remain the property of the Licensor. End User acknowledges that no title to the intellectual property in the Music Library is transferred to End User. End User further acknowledges that full ownership rights to the Music Library will remain the exclusive property of the Licensor and End User will not acquire any rights to the Music Library except as expressly set forth in this Agreement.

3. Royalty-Free License

The license granted herein is a royalty-free license, which means that the Licensor shall not require payment from End User for any uses of the Music Library in the Projects. The Music Library may not be resold, sublicensed, or otherwise transferred by End User to any third party for any reason.

4. Attribution

End User is not required to give attribution to the Licensor for the use of the Music Library in the Projects, but the Licensor would appreciate it if End User credited Dragon Tracks for the use of the Music Library where possible.

5. Termination

This Agreement shall continue until terminated by either party. The Licensor may terminate this Agreement at any time if End User breaches any of the terms of this Agreement. Upon termination of this Agreement, End User shall cease all use of the Music Library and destroy all copies of the Music Library in its possession.

6. Disclaimer of Warranties and Limitation of Liability

The Music Library is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall the Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the Music Library.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without giving effect to any principles of conflicts of law. Any action arising out of or relating to this Agreement shall be filed only in the state or federal courts located in County of Hawaii, in the State of Hawaii, and End User consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

By downloading or using the Music Library, End User acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. If End User does not agree to the terms and conditions of this Agreement, End User shall promptly delete all copies of the Music Library in its possession.