



## Gizmify Media Plane Software License Agreement and Terms of Use

Last Updated: September 9, 2025.

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THESE TERMS AND THIS AGREEMENT is between Gizmify Studios Inc., a British Columbia, Canada, corporation, (the “Licensor”) and you, the end user (the “User”).

“Licensor” and “User” are individually a “Party” and collectively the “Parties”.

WHEREAS:

1. Licensor is designing and developing proprietary software, “Gizmify Media Plane”, (the “Licensed Software”).

2. It is intended that the Licensed Software is to be used within the scope of the Autodesk Maya application.

3. The User is one who loads, runs or activates the Licensed Software or attempts to on a computer for the purpose of gaining access to the Licensed Software’s features.

4. Tier is a specific category of the license purchased by the User, as described on Licensor’s website or purchase documentation (the “Tier”).

IN CONSIDERATION of the promises and mutual covenants set forth, the Parties agree as follows:

### 1. License Grant and Authorized Use

1.1. **Grant of License:** Licensor grants User a non-exclusive, non-transferable and non-sublicensable right to install and use the copy of the Licensed Software, subject to the terms of this Agreement and the purchase of a Tier license.

1.2. **Activation of Features:** The Licensed Software is available to the User once installed; the scope of features available is determined by the license Tier purchased.

1.3. **Tiers:** Licensor offers the license in distinct Tiers. Each Tier explicitly defines (a) the scope of features of the Licensed Software available to the User, (b) the group size or entity type permitted to access or use the Licensed Software under that Tier, and (c) any restrictions or limitations associated with such use, as described on Licensor’s website or accompanying



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**1.4. Future Features:** Features developed by Licensor in the future may be made available exclusively to certain license Tiers, or may be released to some license Tiers before others.

Licensor reserves the right, in its sole discretion, to modify, suspend or discontinue any features, functionalities, or support services at any time without liability.

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## **2. Issue Reporting and Support**

**2.1. Error Reporting:** Users are encouraged, but not obligated, to report bugs, issues or errors to Licensor via the official communication channels listed on Licensor's website.

**2.2. User Modifications:** Licensor will not be responsible for any User modification to the Licensed Software. Further, if User modifies the Licensed Software, then Licensor shall not be responsible for any future software releases, test diagnostics, verification routines or change orders associated with such modifications. Licensor's copyright and trade secret rights will continue to exist in the Licensed Software if modified by User, and Licensor's proprietary notices must be preserved and incorporated in any modified versions of the Licensed Software.

**2.3. Support:** User acknowledges that Licensor provides support services for the Licensed Software through the user/customer communication channels identified and offered on Licensor's website at purchase time.

**2.4. Support Channels:** User acknowledges that licensor provides support though the designated communication channels based on the license tier purchased. Support may be available over email or "Discord" channels offered by Licensor. Certain license tier Users may also be offered voice/video calls as part of more immediate or urgent support options, consultation and onboarding. Such calls will be scheduled and agreed upon at both Parties' discretion. The amount of such available calls is specified on Licensor's website for the tier purchased.

**2.5. Training:** User acknowledges that Licensor provides demonstration videos and training materials to the Licensed Software on Licensor's website, and no other training is offered at this time.

## **3. Prohibited Actions**

**3.1. Modification:** User may not alter, modify, adapt, decompile, reverse-engineer, disassemble, or otherwise attempt to derive the source code of the Licensed Software.



**3.2. Redistribution:** User may not distribute, sell, transfer, assign, lease, lend or sublicense to any third party not covered by the license and its Tier. The Licensed Software is intended solely for use by the User that purchased the license and additional users that the license Tier covers under its description and as specified in this Agreement.

## 4. Intellectual Property Rights

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## 5. Third Party Licenses

**5.1. Libraries:** Some third-party libraries, such as FFmpeg, used in this software come under the GNU Lesser General Public License (LGPL) version 2.1. or later. Details of this license can be found at: <https://www.gnu.org/licenses/old-licenses/lgpl-2.1.html> and a copy of the LGPL license is provided with Licensed Software.

**5.2 FFmpeg:** FFmpeg is an external, pre-built component of the Licensed Software. Its source code was not modified by Licensor and can be re-built in other configurations to use with the Licensed Software based on information here: <https://ffmpeg.org/download.html> . Details of the use of FFmpeg can be found in the following link: <https://ffmpeg.org/legal.html>

## 6. Termination

**6.1. Termination of License:** The license purchased by the User will remain active after License Software is discontinued, deprecated or the Licensor is no longer actively involved with the Licensed Software. The User may retain a copy of the Licensed Software and use it at their discretion in accordance with terms of this Agreement.

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Licensor's maximum liability with respect to any refund shall be limited to the amount actually paid by User, processed only through the authorized payment provider.

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**8.1 Intended Use:** The Licensed Software is intended for artists, industry professionals, and other interested parties. The scope of intended use is described on Licensor's website. License Tiers define the features, restrictions, and limitations available.

**8.2 Promotion:** Users are permitted, though not obligated, to disclose, recommend, promote, or publicize the benefits of the Licensed Software.

## 9. Miscellaneous

**9.1. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the Licensed Software.

**9.2. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without regard to its conflict of laws principles.

**9.3. Data and Privacy:** Licensor may collect and process limited personal information from Users, including name, contact details and payment information for the purposes of processing licenses, providing support, and enforcing this Agreement. Such information will be handled in accordance with Licensor's Privacy Policy, available on its website.



For inquiries or questions regarding this Agreement or the Licensed Software, please contact:

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**Acknowledgment:** By using the Licensed Software, the User acknowledges that they have read and understood this Agreement and agree to be bound by its terms. The User acknowledges that the Licensed Software is the property of the Licensor, and the only right which the User obtains to the Licensed Software is the right of use in accordance with the terms of this Agreement.

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