

PUKE STUDIO

Tier 2 Commercial License Agreement

This Commercial License Agreement (“Agreement”) is entered into between **PUKE STUDIO** (“Licensor”) and the individual or organization accepting this Agreement (“Licensee”).

By purchasing, downloading, installing, or using Puke Studio under this Commercial License, Licensee agrees to be bound by the terms of this Agreement.

1. Purpose and Scope

Puke Studio is made available under the GNU Affero General Public License v3 (AGPLv3). This Agreement provides an **alternative commercial license** that permits proprietary and closed-source use of Puke Studio without the obligations imposed by the AGPLv3.

This Agreement applies solely to the **Tier 2 Commercial License**.

2. Grant of License

Subject to the terms of this Agreement and payment of applicable fees, Licensor grants Licensee a **non-exclusive, non-transferable, non-sublicensable, time-limited commercial license** to:

- use Puke Studio for the development of proprietary or closed-source software products;
- distribute software products developed using Puke Studio without any obligation to disclose source code under the AGPLv3;
- internally modify Puke Studio for Licensee’s own use.

No ownership rights are transferred under this Agreement.

3. Eligibility (Tier 2)

Licensee represents and warrants that, at the time of purchase and throughout the term of this Agreement, Licensee meets **all** of the following criteria:

- Licensee’s annual gross revenue does not exceed **\$1,000,000 USD**;

- Licensee is not a subsidiary, affiliate, or controlled entity of an organization exceeding that threshold;
- Licensee is not using Puke Studio for OEM, white-label, or embedded redistribution.

If Licensee no longer meets these criteria, Licensee must notify Licensor and obtain an appropriate license upgrade.

4. Fees and Term

- The Tier 2 Commercial License fee is **\$750 USD per year**, unless otherwise stated at the time of purchase.
- This Agreement is valid for **twelve (12) months** from the date of purchase.
- Renewal is required to continue commercial use beyond the license term.

Failure to renew results in termination of commercial rights under this Agreement.

5. Third-Party Software

Puke Studio depends on third-party components, including the **JUCE framework**, which are licensed separately.

Licensee represents and warrants that it holds all necessary third-party licenses required to use this software in proprietary applications, including a valid commercial license for the JUCE framework where applicable.

Licensor does not grant any rights to third-party software under this Agreement.

6. Restrictions

Except as provided in Section 7 (Generated Code Exception), Licensee may not:

- sublicense, sell, rent, lease, or transfer Puke Studio itself;
- distribute Puke Studio as a standalone product;
- represent Puke Studio as Licensee's own software;
- remove or obscure copyright notices.

This Agreement does not grant trademark rights.

7. Generated Code Exception

Notwithstanding any other provision of this Agreement, code, project files, and compiled binaries generated by Puke (including, but not limited to, audio plugin source code and plugin binaries) are not considered derivative works of Puke.

Accordingly, the license terms governing Puke do not apply to such generated output.

The licensing, distribution, and use of generated code and compiled plugins are the sole responsibility of the Licensee and may be subject to additional third-party license requirements, including but not limited to JUCE, plugin SDKs, and platform-specific SDKs.

8. Support and Updates

This Agreement does not include support, maintenance, or updates unless explicitly stated in writing by Licensor.

Licensor may, but is not obligated to, provide updates during the license term.

9. Disclaimer of Warranty

Puke Studio is provided “AS IS”, without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. Limitation of Liability

To the maximum extent permitted by law, Licensor shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement or the use of Puke Studio.

Licensor’s total liability under this Agreement shall not exceed the fees paid by Licensee during the twelve (12) months preceding the claim.

11. Termination

This Agreement terminates automatically upon:

- expiration of the license term without renewal;
- breach of this Agreement by Licensee.

Upon termination, Licensee must cease all commercial use of Puke Studio unless Licensee elects to continue use under the AGPLv3.

12. Relationship to AGPLv3

Upon termination or expiration of this Agreement, Licensee may continue to use Puke Studio **only** under the terms of the GNU Affero General Public License v3, if Licensee complies with that license.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of New Jersey, USA**, excluding conflict-of-law principles.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the commercial use of Puke Studio and supersedes all prior agreements or understandings.

Contact

Commercial licensing inquiries:
info@puke.studio