

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 governs the **Tier 2 Commercial License**. By accepting this Agreement, Licensee agrees that its use, modification, and distribution of Puke Studio under this Commercial License is governed exclusively by this Agreement and not by the AGPLv3.

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, perpetual 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 solely for Licensee’s internal development and commercial product use.

No ownership rights are transferred under this Agreement. The right to internally modify Puke Studio **does not include the right to distribute, embed, bundle, sublicense, or otherwise redistribute Puke Studio** (including modified versions) in any form.

3. Distinction Between Puke Studio and Generated Output

For clarity, “Puke Studio” refers to the software tool provided by Licensor under this Agreement, including any modifications, adaptations, or derivative works of that software.

“Generated Output” refers to code, project files, firmware, plugins, binaries, or other materials created by Licensee through the use of Puke Studio.

Puke Studio itself, including any modified versions thereof, remains the proprietary software of Licensor and may not be distributed, sold, sublicensed, transferred, or commercialized except as expressly permitted under this Agreement.

Licensee may distribute Generated Output in accordance with this Agreement, but may not distribute Puke Studio (including modified versions) as a standalone product, development tool, SDK, framework, or competing product.

For clarity, **Licensee may not distribute Puke Studio (including modified versions)** as:

- a standalone application;
- a white-labeled or rebranded tool;
- embedded companion software for hardware products;
- part of an SDK, framework, or development platform;
- or any other product in which Puke Studio itself is made available to end users.

For the avoidance of doubt, distribution of any application that contains, incorporates, or exposes Puke Studio source code, user interface, development environment, or core engine components to end users constitutes distribution of Puke Studio under this Agreement. This clarification does not apply to Generated Output as defined in Section 3.

4. 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.

5. Fees and License Term

The Tier 2 Commercial License fee is \$750.00 USD, payable as a one-time fee unless otherwise stated at the time of purchase.

- Upon payment of the applicable fee, Licensee is granted a perpetual commercial license to use Puke Studio in accordance with the terms of this Agreement.
- This license does not expire, provided that Licensee remains in compliance with the terms of this Agreement.

6. 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.

7. Restrictions

Except as provided in Section 8 (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.

8. Generated Code Exception

Notwithstanding any other provision of this Agreement, Generated Output (including, but not limited to, audio plugin source code and plugin binaries) is not considered a derivative work of Puke Studio.

Accordingly, the license terms governing Puke Studio 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.

Nothing in this Section grants Licensee any right to distribute Puke Studio itself.

9. Support and Updates

Licensors may, but is not obligated to, provide updates, fixes, or new versions of Puke Studio. Access to future major versions or feature expansions may require the purchase of an additional license.

10. Disclaimer of Warranty

Puke Studio is provided “AS IS” and “AS AVAILABLE,” without warranty of any kind. Licensors disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free performance, or compatibility with any hardware or software environment.

Licensee assumes all risk arising from the installation, use, and performance of Puke Studio.

11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Licensors be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of anticipated savings, loss of data, business interruption, hardware damage, system failure, or other commercial damages or losses, arising out of or related to this Agreement or the use or inability to use Puke Studio, even if Licensors has been advised of the possibility of such damages.

Licensors’ total aggregate liability under this Agreement shall not exceed the fees paid by Licensee under this Agreement.

The limitations of liability set forth in this Section shall apply regardless of whether the alleged liability is based on contract, tort (including negligence), strict liability, or any other legal theory.

12. Third-Party Software Disclaimer

Puke Studio incorporates or interoperates with third-party software components, including but not limited to the JUCE framework. Licensor makes no representations or warranties regarding such third-party components and shall have no liability arising from their use, performance, or failure.

13. Termination and Relationship to AGPLv3

This Agreement terminates automatically upon material breach of this Agreement by Licensee, provided that Licensor has given written notice of such breach and Licensee has failed to cure the breach within thirty (30) days.

Upon termination, Licensee may continue to use Puke Studio only under the terms of the GNU Affero General Public License v3 (AGPLv3), provided Licensee complies fully with that license.

14. Governing Law

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

15. 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:
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