LICENSE — COMMERCIAL-MICRO (PAID, BRANDS/AGENCIES/SMBs — ORGANIC USE)

PositiveAIArt (a brand of **Krassnigg Digital e.U.**)
Version: v1.0 **Date:** 2025-09-24 **Jurisdiction:** Austria (EU)

Licensor: Krassnigg Digital e.U., trading as "PositiveAIArt" ("Licensor").
Licensee: The purchasing **business/agency/brand** ("you").
Content: The digital files included with this product (e.g., video/image/audio formats such as .mov, .mp4, .heic, .jpg, .wav; collectively, the "Content").

1) Grant of License (Commercial-Micro)

Licensor grants you a **limited, commercial, non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual** license to use the Content for **organic brand use** on **one (1) legal entity** and **one (1) brand**, subject to the usage caps and restrictions set out below.

2) What You May Do (Organic, Owned Channels)

- **You may** use the Content on your **owned channels**, including your brand website, organic social posts, email headers/newsletters, presentations, and **in-store/on-premise screens**.
- **You may** use the Content as **background/ambience** in **organic** brand videos/reels/shorts published on your owned channels.
- **You may** make **editorial edits** needed for brand use: trim/loop, speed changes, crop, color grade, simple text/logo overlays, transitions, and basic sound mixing with the included audio.
- **You may** share the Content **privately** with your **employees and contractors** solely so they can produce materials for the licensed brand; they may not reuse the files for any other client, brand, or project.
- **You may** keep **internal backups** of the files for your own archival purposes.

3) Usage Caps (Commercial-Micro Scope)

- **Social organic reach cap: up to 1,000,000 cumulative organic impressions** across platforms **per pack**.
- **Website cap: up to 500,000 page views per year** on pages where the Content appears.
- **In-store screens: up to 5 physical locations** displaying the Content.

For larger reach, multiple brands, **paid advertising/boosts**, TV/CTV/OTT, or OOH/DOOH, contact us for **Commercial-Plus / Enterprise** licensing.

4) What You May Not Do

- **You may not** use the Content in **paid advertising** of any kind (including sponsored/boosted posts, paid placements, programmatic buys, or pre-rolls/mid-rolls).

- **You may not** use the Content on **broadcast TV, CTV/OTT, cinema, or out-of-home/DOOH** displays.
- **You may not** exceed the **usage caps** stated in Section 3 without a written upgrade.
- **You may not** resell, sublicense, redistribute, seed, upload, or include the **files themselves** (as-is or with minor edits) in any product, template, app, plugin, pack, or stock/asset library.
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- **You may not** sublicense or transfer this license to affiliates, sister brands, clients, or any other third party; this license covers **one entity + one brand** only.

5) Ownership & No Implied Rights

- The Content is **licensed, not sold**; only rights to use are granted.
- All rights, title, and interest, including copyrights and neighboring rights in the **visuals and audio**, remain with **Krassnigg Digital e.U.**
- No trademark or publicity rights are granted. No rights are granted by implication or estoppel.

6) Technical Notes (iOS / Device Behavior)

- iOS Live wallpapers animate on the **Lock Screen** only (Home Screen stays static); playback is **silent** by design.
- On iOS 17 and later, Live wallpapers typically function best at **~2.4–2.5 seconds** total duration and a minimum of 60 frames total. Longer clips or fewer total frames may disable the "Live" toggle.

7) Term, Termination, and Effect

- This license is **perpetual** unless terminated.
- Licensor may terminate immediately upon your **material breach** (e.g., exceeding caps, using the Content in paid ads, redistribution of files, or other prohibited uses).
- Upon termination, **you must cease new uses** and **delete** the Content from active workflows and storage. Already-published **compliant** organic posts may remain, provided they were lawful at the time posted and do not distribute the files themselves.

8) Warranty Disclaimer (No Warranty)

- THE CONTENT IS PROVIDED **"AS IS" AND "AS AVAILABLE,"** WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING

BUT NOT LIMITED TO **TITLE, NON-INFRINGEMENT, MERCHANTABILITY,** AND **FITNESS FOR A PARTICULAR PURPOSE.**
- Licensor does **not** warrant that the Content will be compatible with every device/OS, uninterrupted, or error-free.

9) Limitation of Liability (Cap = €5) & Carve-Outs

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTENT OR THIS LICENSE SHALL **NOT EXCEED EUR €5**.
- NOTHING IN THIS LICENSE EXCLUDES OR LIMITS **ANY LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED** UNDER APPLICABLE LAW.
- IN NO EVENT SHALL LICENSOR BE LIABLE FOR **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE** DAMAGES, OR FOR **LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA**, EVEN IF ADVISED OF THE POSSIBILITY.

10) Indemnification

- **You agree to indemnify, defend, and hold harmless** Licensor and its owners, officers, employees, and contractors from and against any and all **claims, liabilities, damages, losses, and expenses** (including reasonable attorneys' fees) arising from your **breach** of this license, your **use** of the Content (including combinations with your materials), or your **violation** of any law or third-party right.

11) Teams, Vendors, and Subcontractors

- Employees and contractors may handle the files **solely** to create materials for the licensed brand. Vendors/partners may **not** reuse the files for other clients or brands, and may **not** claim any rights to the Content.

12) Entire Agreement

- This document constitutes the **entire agreement** for the Commercial-Micro license and supersedes any prior understandings regarding the Content.

13) Severability; No Waiver

- If any provision is held unenforceable, the remaining provisions will remain in full force.
- Failure to enforce any provision is **not** a waiver of that provision.

14) Governing Law & Venue; Contact

- This license is governed by the laws of **Austria**, without regard to conflict-of-laws rules.
- Exclusive venue for any disputes shall be the competent courts of **Graz, Austria**.

- You and Licensor agree to first attempt to resolve disputes **informally** in good faith for **30 days** before filing.

15) Contact & Upgrades

- For **Personal, Commercial or Custom/Enterprise rights (e.g., paid ads, multi-brand, TV/OOH, apps)** rights, or custom licensing, contact: office@positiveaiart.com
- Website/Linktree: https://linktr.ee/positiveaiart
- Imprint/Impressum: https://krassniggdigital.com/imprint.html