

— INCIDENT LABS

End-User License Agreement

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Incident Labs End-User License Agreement

Last updated: 24 July 2026

This End-User License Agreement ("Agreement") is a legal agreement between you ("Licensee," "you") and Nicholas Brennan Payne trading as Incident Labs ("Incident Labs," "we," "us") governing your use of any DCTL, LUT, script, or other software file made available for purchase or download through incidentlabs.tools (each, a "Product").

By purchasing, downloading, installing, or using a Product, you agree to be bound by this Agreement. If you do not agree, do not download, install, or use the Product.

1.1 Grant of license

Subject to your compliance with this Agreement, Incident Labs grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Product on your own systems and to use it in the creation of your own creative, commercial, or professional output (including video, film, and photographic work).

This license covers a single user. It does not cover use across a team, studio, or facility beyond that single licensed seat unless you have purchased a separate multi-seat or studio license from Incident Labs.

This license applies regardless of the format in which the Product is delivered, including where the Product is distributed as human-readable source code, plain text, or an otherwise uncompiled file (for example, a `.lua`, `.py`, or `.dctl` file). Delivery in a readable format does not expand the rights granted under this Agreement.

1.2 Ownership

The Product is licensed, not sold. Incident Labs and its licensors retain all right, title, and interest in and to the Product, including all copyright, trade secret, and other intellectual property rights. This Agreement does not transfer any ownership rights to you. No rights are granted other than those expressly set out in this Agreement.

1.3 Restrictions

You may not, and may not permit any third party to, without Incident Labs' prior written permission:

- copy or reproduce the Product, other than a single copy retained solely as a personal backup;
- modify, adapt, translate, or create derivative works based on the Product;
- redistribute, resell, rent, lease, sublicense, lend, or otherwise transfer the Product, in whole or in part, whether or not modified;
- share the Product with any person or entity not covered by your license, including within your own team, studio, or facility beyond the licensed seat;
- publish, post, or upload the Product, or any portion of its underlying code, to any public or private repository, forum, marketplace, or file-sharing service;
- bundle, incorporate, or embed the Product into any other software, plugin, preset pack, template, or product offered or distributed to any third party;
- remove, obscure, or alter any copyright, trademark, or other proprietary notice contained in the Product, including any license header at the top of the file;
- use the Product to develop a competing product; or
- use the Product in any way not expressly permitted by this Agreement.

Nothing in this Agreement restricts your ability to distribute, publish, broadcast, sell, or otherwise exploit creative output (film, video, or photographic work) that you produce using the Product. This Agreement restricts the Product file itself, not the work you make with it.

1.4 Term and termination

This Agreement is effective from the date you first install or use the Product and continues until terminated. Your license terminates automatically, without notice, if you breach any term of this Agreement. Upon termination, you must destroy all copies of the Product in your possession or control. Sections 2, 3, 5, 6, 7, and 8 survive termination.

1.5 No warranty

The Product is provided "as is" and "as available," without warranty of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. Incident Labs does not warrant that the Product will be error-

free, uninterrupted, or compatible with any particular hardware, software, or production pipeline.

1.6 Limitation of liability

To the maximum extent permitted by applicable law, in no event will Incident Labs be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or production time, arising out of or related to your use of, or inability to use, the Product, even if advised of the possibility of such damages. Incident Labs' total aggregate liability arising out of or related to this Agreement will not exceed the amount you paid for the Product giving rise to the claim.

Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by negligence, or liability that cannot legally be limited under the law of your jurisdiction as a consumer.

1.7 Governing law

This Agreement is governed by the laws of New South Wales, Australia, without regard to its conflict-of-law principles. Any dispute arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the courts located in New South Wales, Australia, except where applicable consumer-protection law entitles you to bring a claim in your local jurisdiction.

1.8 General

- **Entire agreement.** This Agreement, together with the product-specific summary published at incidentlabs.tools/license, constitutes the entire agreement between you and Incident Labs regarding the Product and supersedes any prior agreements or understandings, written or oral, relating to its subject matter.
- **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force.
- **No waiver.** Incident Labs' failure to enforce any provision of this Agreement is not a waiver of its right to do so later.
- **Assignment.** You may not assign or transfer this Agreement or any rights under it without Incident Labs' prior written consent. Incident Labs may assign this Agreement in connection with a merger, acquisition, or sale of assets.
- **Changes.** Incident Labs may update this Agreement from time to time. Continued use of a Product after an update constitutes acceptance of the revised terms for that Product

going forward. Material changes will be reflected by an updated "Last updated" date above.

1.9 Contact

Questions about this Agreement, or requests for permissions beyond its scope, can be sent to support@incidentlabs.tools.