

Shotgun Terms of Service

By using the Shotgun or Tank software application (Service), both services of Shotgun Software, Inc. ("Shotgun"), you ("Customer") are agreeing to be bound by the following terms and conditions (Terms of Service). Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service.

Use Of The Shotgun Service

You understand that this Service may contain bugs. You understand and accept that there are risks involved in using this Service and that managing these risks are your responsibility. ALL TOOLS AND OTHER SERVICES PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICE, AND SHOTGUN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Evaluations

- 1. The Evaluator, for the term of free use of software ("Evaluation Period"), shall:
 - have no obligation to purchase the Software;
 - not copy the Software;
 - not disclose, provide, transfer or otherwise make available the Software or documentation, or any portion thereof, to
 any person other than Evaluator or Shotgun personnel without the prior written consent of Shotgun. Furthermore,
 Evaluator agrees that it will not store on any media or otherwise use the Software or portions thereof such that any
 third party through any data processing network or other means may gain access to the Software;
 - not perform any reverse compiling or reverse engineering on the Software; and
 - exercise the same degree of care in protecting the Software from unauthorized disclosure that it does in protecting its own Software, but not less than reasonable care.
- 2. Evaluator's use rights under these Terms of Service shall terminate at the end of the Evaluation Period.

