



Software License Agreement

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End-User License Agreement for Hauptwerk Software

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3.7. You agree to take all reasonable steps to ensure that the terms and conditions of this Agreement are made known to anyone who uses the Software. You agree to ensure that all materials that could lead to the use of the Software in a manner that violates this Agreement will be erased or destroyed, when they are no longer needed.

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4.1 You agree to pay all Software fees as set forth by Milan Digital Audio, or its resellers or distributors as appropriate, as of the date You register the then-available version of the Software. Milan Digital Audio reserves the right to change its prices at any time or from time to time solely at its discretion.

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- (b) Your use of the Software will not violate any applicable local, state, national or international law.

6. DISCLAIMER OF WARRANTIES

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7.2. With respect to infringement or misappropriation, Your sole and exclusive remedy shall be as provided in Section 8.3 hereof.

7.3. In any case other than infringement or misappropriation, Milan Digital Audio's entire liability under any provision of this agreement shall be limited to the amount actually paid by You for the software.

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(c) use of the Software in breach of this Agreement, including but not limited to use of the Software in a country other than that declared as Your country of residence when You registered the Software.

8.3. In the event that the Software is held to violate the proprietary rights of third parties, or Milan Digital Audio reasonably believes such a holding is possible, Milan Digital Audio shall have the option, at its expense either to:

(a) modify the Software to be non-infringing;

(b) obtain for You a license to continue using the Software;

(c) refund any license fee paid to Milan Digital Audio for the Software, at which point this agreement will terminate.

8.4. Section 8.3 states Milan Digital Audio's entire liability for infringement or other violations of proprietary rights.

9. TERMINATION

9.1. This Agreement (and any licenses granted herein to You) will terminate immediately if You provide any false information to Milan Digital Audio or if You fail to comply with the terms and conditions of this Agreement. You may terminate this Agreement at any time by notifying Milan Digital Audio. Upon the termination of this Agreement, You must delete all copies of the Software from Your computer and archives.

9.2. Survival of certain terms: The following Sections shall survive any expiration or termination: DEFINITIONS, OWNERSHIP/PROPRIETARY RIGHTS, LIMITATION OF LIABILITY, INDEMNIFICATION, GENERAL, EXPORT CONTROLS and any claims or causes of action then in existence, and any payment obligations hereunder.

10. GENERAL

10.1. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings between the parties regarding the subject matter hereof.

10.2. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound.

10.3. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as best to effect reasonably the intent of the parties hereto.

10.4. All headings herein are not to be considered in the construction or interpretation of any provision of this Agreement.

10.5. Milan Digital Audio and You are independent contractors. Failure of either Milan Digital Audio or You to insist on performance of any term or condition of this Agreement or to exercise any right or privilege there under shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

10.6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, United States of America.

10.7. All notices hereunder shall be in writing and shall be deemed given on the fifth business day after being sent by certified or registered mail or on the date of delivery if sent by other means.

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(*). The Free Edition of Hauptwerk does not include support. You must purchase a license if you require official support.

12. EXPORT CONTROLS

12.1. You may not export or re-export the Software or any underlying information or technology.

13. HAUPTWERK FREE EDITION

13.1. The Hauptwerk Free Edition may be used for non-commercial, home personal use only.

13.2. The Hauptwerk Free Edition comes with no support. You must buy a Registered copy of the Software if you need help or advice from us.

13.3. You may use the Free Edition on only one computer at a time.

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14.2. Public installations include but are not limited to the following venues:

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- (b) Concert halls
- (c) Theaters
- (d) Educational institutions (music schools, colleges, academies, etc.)

If you are unsure whether or not your situation requires a public installation license please contact us for clarification.

14.3. A public installation license may be purchased through the Hauptwerk store at <http://www.hauptwerk.com/store/>

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