

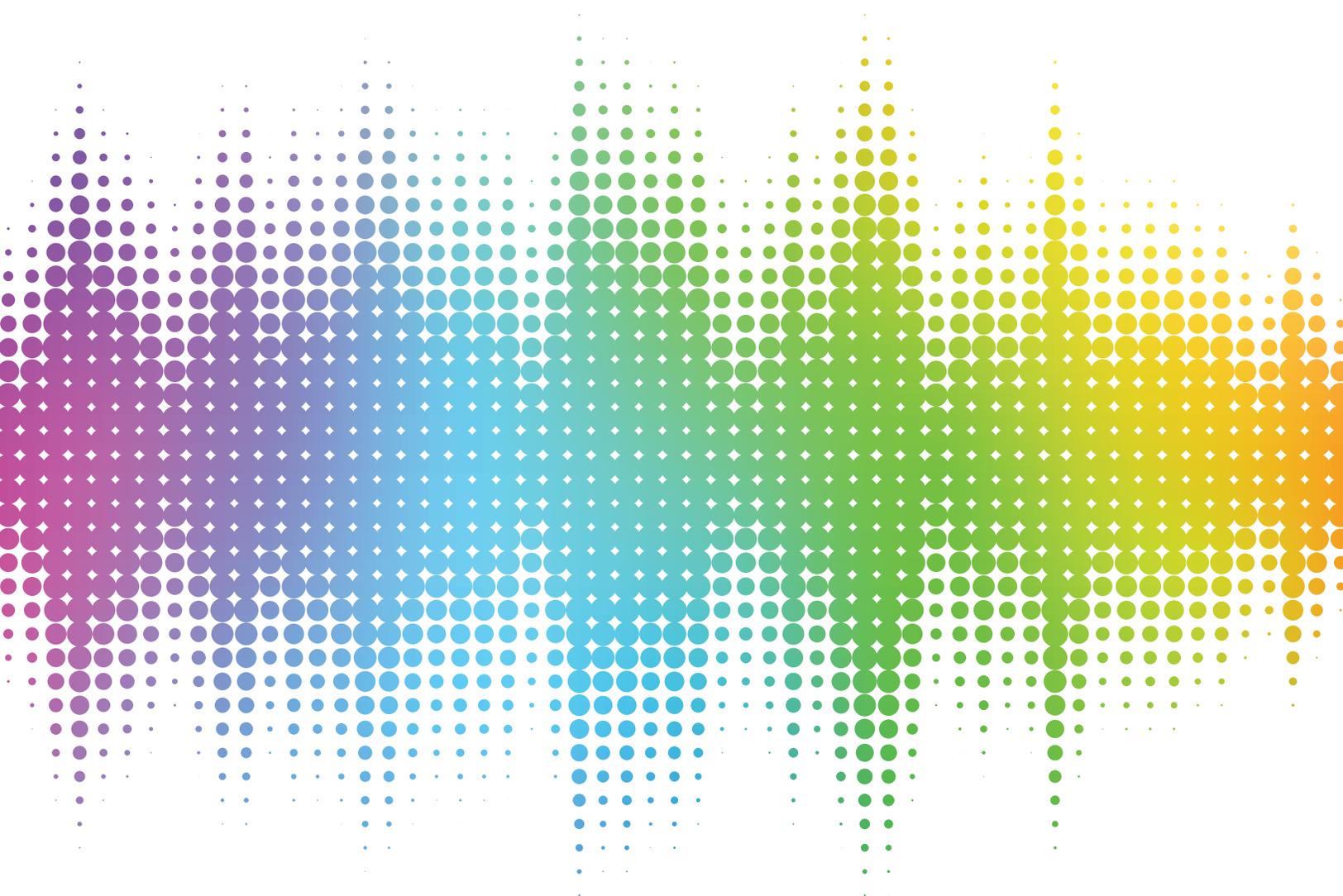


HAUPTWERK

VIRTUAL PIPE ORGAN

LICENSE AGREEMENT

VERSION 8





Software License Agreement

Contents

End-User License Agreement for Hauptwerk Software	3
2. GRANT OF LICENSE	3
3. OWNERSHIP / PROPRIETARY RIGHTS	5
4. PRICE AND PAYMENT	6
5. REPRESENTATIONS	6
6. DISCLAIMER OF WARRANTIES	6
7. LIMITATION OF LIABILITY	6
8. INDEMNIFICATION.....	7
9. TERMINATION	7
10. GENERAL.....	8
11. SUPPORT, AND HAUPTWERK TECHNICAL SUPPORT INCIDENTS.....	8
12. EXPORT CONTROLS.....	10
13. HAUPTWERK LITE EDITION	10
14. OTHER ACKNOWLEDGEMENTS AND THIRD-PARTY LICENSES	11

End-User License Agreement for Hauptwerk Software

IMPORTANT! READ CAREFULLY: This is a legal agreement. By using or installing the software, you are agreeing to be bound by the terms of this agreement.

By choosing to accept this agreement, you and any entity with which you may be affiliated (collectively, "You" or "Your") are consenting to be bound by this agreement ("Agreement"). If You do not agree with all of the terms of this Agreement, do not accept the Agreement then do not install this software. If You have any questions, please contact Milan Digital Audio as detailed at <http://www.hauptwerk.com/>.

1. DEFINITIONS

1.1. "Milan Digital Audio" means Milan Digital Audio LLC, United States Federal employer identification number 47-2914328. Milan Digital Audio's website is www.hauptwerk.com.

1.2. "Software" means all software provided to You by Milan Digital Audio in executable format, and all associated files, including, without limitation, any Documentation and audio or other media files and, in any and all versions which Milan Digital Audio at its sole discretion elects to provide to You, unless such subsequent version(s) are governed by a different license agreement.

1.3. "Documentation" means the written or on-line instructions, help information, and other reference materials related to the Software, provided to You by Milan Digital Audio.

1.4. "Registered" Software means a copy of the Software for which You have paid all applicable fees and have a valid, legitimate, non-expired license for the Software.

1.5. "Unregistered" Software means a copy of the Software for which You have not paid all of the applicable fees, or do not have a valid, legitimate, non-expired license for the Software.

2. GRANT OF LICENSE

2.1. Grant of license. Upon Your acceptance and subject to all of the terms and conditions of this Agreement, Milan Digital Audio hereby grants You a non-exclusive, transferable, license (unless terminated as provided herein) to:

- (a) save and use any number of copies of the Registered Software on the drive(s) of any number of computers, but not more than one copy being used at any one time, and at most one individual at a time using any one copy;
- (b) make any number of copies of the Software for archival purposes;
- (c) use Unregistered Software only for evaluation purposes, and for a maximum evaluation period of 14 days.

2.2. Limitations On License. Except as expressly authorized above, You and/or any person(s) acting with or for You may not:

(a) directly or indirectly sell, lease, rent, license, sub-license, redistribute, lend, give, transfer or otherwise distribute or use the Software without written consent from Milan Digital Audio, the specific and only exception being that: if your license is not a subscription and it is not an NFR (notfor-resale) license, then You may transfer (sell or give) Your license for the Registered Software in its entirety to another user privately, provided that:

(i) You agree that Your license to use the Software is terminated (as provided herein);

(ii) the recipient agrees to this Software License Agreement;

(iii) the recipient agrees that any remaining entitlement to free Hauptwerk Technical Support incidents is surrendered;

(b) modify, translate, or create derivative works from the Software, assign or otherwise transfer rights to the Software or use the Software for timesharing or service bureau purposes;

(c) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software or any subsequent version thereof or any part thereof;

(d) attempt to modify any file or folder installed as part of the Software, except using functionality provided for the purpose within the Software, or when specifically advised to do so within the Documentation, or when specifically advised to do so by Milan Digital Audio. (In particular, Milan Digital Audio reserves the right not to provide support if You have attempted to edit any of Hauptwerk's settings files directly, or to edit, move or rename any of Hauptwerk's files or folders manually, unless Milan Digital Audio advised You to do so);

(e) use any license file, license key, license activation code, dongle, or other registration information or software or hardware, that was not originally supplied by Milan Digital Audio or its resellers or distributors (and for which all applicable fees had been paid), for registration of the Software, or use any means whatsoever to attempt to enable the functionality of a Registered copy of the Software, other than by paying for a valid and legitimate license for it, and using the Registered copy in accordance with this Agreement;

(f) install and run the Software from a network server, or run the Software on more than one computer simultaneously, unless You acquire a license for each simultaneous user of the Software;

(g) use any part of the Software or any media or other materials supplied with the Software for any purpose other than that for which it was supplied within the Software, without written consent from Milan Digital Audio, unless such use is allowed by a separate agreement. In particular, audio samples

and other media supplied as part of the Software may not be used with any other program unless separately licensed;

(h) use Unregistered Software for any purpose other than evaluation, or for a period of time longer than 14 days.

2.3. Source. Nothing in this Agreement grants You, and/or any person(s) acting with or for You any rights, license or interest with respect to the source code of the Software.

2.4. Software Updates. Nothing in this Agreement grants You, Your Distributors, and/or any person(s) acting with or for You the right to receive any upgrades, modifications or other enhancements to the Software at any time.

3. OWNERSHIP / PROPRIETARY RIGHTS

3.1. Ownership. Your rights in and to the Software are solely as set forth in the 'Grant of License' section, and do not include any rights of ownership. You agree that Milan Digital Audio owns all rights, title and interest (including, but not limited to, ideas, know-how, copyright, patent, trademarks, trade secret and other intellectual property rights) to the Software, including any and all modifications, enhancements, derivative works and other alterations by any person or entity.

3.2. Intellectual Property Rights. The Software, the structure, organization and code embodied in the Software are the valuable and confidential trade secrets of Milan Digital Audio and are protected by intellectual property laws and treaties. You agree to take all reasonable measures to protect Milan Digital Audio's intellectual property rights and to abide by all applicable laws.

3.3. Copyright Notices. You agree not to remove, alter, or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Software or any related materials.

3.4. Modifications. Milan Digital Audio reserves the right to modify or discontinue the Software at any time without prior notice to or consent by You.

3.5. Trademarks. 'Hauptwerk', 'Hauptwerk Virtual Pipe Organ', 'Milan Digital Audio', the Milan Digital Audio logo and the Hauptwerk logo are all trademarks of Milan Digital Audio.

3.6. You will make all reasonable attempts to safeguard the Software from unauthorized reproduction or use by third parties.

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.

4. PRICE AND PAYMENT

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.

5. REPRESENTATIONS

5.1. You represent and warrant that:

(a) You have the right to enter into this Agreement;

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

6. DISCLAIMER OF WARRANTIES

6.1. The Software is provided as is and Milan Digital Audio makes no representations or warranties (written or oral). To the maximum extent permitted by applicable law, Milan Digital Audio disclaims all warranties and conditions, express or implied, as to any matter whatsoever and to any person or entity, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights and those arising from a course of dealing or usage in trade. No warranty is made that any errors or defects in the Software will be corrected, or that the Software will meet Your requirements.

7. LIMITATION OF LIABILITY

7.1. Except as expressly stated above, in no event shall Milan Digital Audio or its resellers or distributors be liable for damages to or through You, or any other person or entity for breach of, arising under, or related to this agreement or the Software or service provided hereunder, under any theory including, but not limited to, direct, special, incidental, indirect, consequential, or similar damages (including without limitation, damages for loss of business profits, business interruption, loss of business information or data, or any other loss) whether foreseeable or not, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.

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.

8. INDEMNIFICATION

8.1. As an express condition to the use of the Software, You agree to indemnify and hold Milan Digital Audio and its resellers and distributors harmless from all claims by third parties rising out of Your use of or modifications to the Software.

8.2. Neither Milan Digital Audio nor its resellers nor distributors shall have any liability for any claim of infringement based on:

- (a) use of superseded or altered releases of the Software if such infringement would have been avoided by the use of a current unaltered release previously made available to You by Milan Digital Audio;
- (b) the combination of operations or use of any Software furnished under this Agreement with software or other components not supplied by Milan Digital Audio if such infringement would have been avoided by the use of such Software without such other components;
- (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.

9.2. Upon the termination of this Agreement, your license for the Software will no longer be considered Registered, You must delete all copies of the Software from Your computer and archives, and any remaining entitlement to free Hauptwerk Technical Support Incidents is cancelled.

9.3. 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.

11. SUPPORT, AND HAUPTWERK TECHNICAL SUPPORT INCIDENTS

11.1. A single Hauptwerk Technical Support Incident provides technical support for a single question or issue (only) related to installing, configuring, or using any Registered edition (Advanced Edition, or Lite Edition) of the current supported version of the Hauptwerk Software itself (only) on supported platforms (only) and in accordance with this license agreement (only). (*)

11.2. If You have purchased an Advanced Edition or Lite Edition license (or license upgrade) for the Hauptwerk Software from Milan Digital Audio directly (not via a reseller, and not transferred from another user), then You are eligible for some free Hauptwerk Technical Support incidents as follows. Activation and licensing inquiries for the current version of the Hauptwerk Software are free of charge,

and do not count towards Your number of Hauptwerk Technical Support Incidents. To receive support from Milan Digital Audio in other cases a Hauptwerk Technical Support Incident, or support plan, needs to be purchased from Milan Digital Audio.

(a) For a non-subscription Hauptwerk Advanced Edition license or non-subscription Hauptwerk Advanced Edition license upgrade (purchased by You directly from Milan Digital Audio in either case) you are entitled to 4 free Hauptwerk Technical Support Incidents within the first 90 days from the date of license (or license upgrade) purchase.

(a) For a subscription Hauptwerk Advanced Edition license (purchased by You directly from Milan Digital Audio) you are entitled to 4 free Hauptwerk Technical Support Incidents within the first 90 days from the date of first purchase in the first year, and 2 free Hauptwerk Technical Support Incidents within the first 90 days of each subsequent renewed year.

(c) For a subscription Hauptwerk Lite Edition license (purchased by You directly from Milan Digital Audio) you are entitled to 1 free Hauptwerk Technical Support Incidents within the first 90 days from the date of first purchase in the first year (and none in subsequent renewed years).

11.3. Hauptwerk Technical Support Incidents are only available from Milan Digital Audio if a Hauptwerk Technical Support incident has been purchased, or if the incident was included free with a Hauptwerk Software license (or license upgrade) purchased directly from Milan Digital Audio (as set forth in 11.2), or if the incident was purchased as a part of a non-expired support plan, or in the specific case that the incident relates to an activation or licensing enquiry for the current version of the Hauptwerk Software. In other cases, support will not normally be provided.

11.4. Support will not be provided for the Custom Organ Design Module with the Lite Edition (although the module may still be used).

11.5. Support is offered through Milan Digital Audio's website support ticket portal and handled via email only.

11.6. Milan Digital Audio reserves the right not to offer technical support for, or advice on, third-party hardware or software products, or third-party sample sets (although we may offer a limited amount of advice in such cases if we are easily and reasonably able to do so).

11.7. A Hauptwerk Technical Support Incident does not include any custom development work, custom design work, or custom enhancements to the Software, or details of the Software's internal functioning.

11.8. Milan Digital Audio reserves the right not to provide assistance with editing or creating 'fullformat' organ definitions, or with customizing existing sample sets, beyond making the relevant tools and documentation available to Registered users. (However, we may provide support to Hauptwerk Advanced Edition users with using the Custom Organ Design Module for creating organ definitions and/or sample sets.)

11.9. Milan Digital Audio reserves the right to provide at most one hour's work in assisting with any given Hauptwerk Technical Support Incident.

11.10. Milan Digital Audio reserves the right not to service any given Hauptwerk Technical Support Incident for any reason at our discretion, and in such cases will refund the price You paid for the incident if You purchased the incident individually and separately (as opposed to being included within a support plan, or being included free with the Software).

11.11. Subject to the above, and within office hours, Milan Digital Audio will normally make its best efforts to respond to any Hauptwerk Technical Support Incident promptly, but does not guarantee that any given incident will be serviced within a particular time-frame.

() As an exception: if the Hauptwerk Technical Support Incident was included free with a nonsubscription Hauptwerk Advanced Edition Software license (or license upgrade) purchased (and the time limit for free support has not expired), or the incident was purchased as a part of a non-expired support plan for a non-subscription Hauptwerk Advanced Edition license, and if a new major version number of the Hauptwerk Software has been released since You purchased Your license or support plan, then Milan Digital Audio will endeavor to provide support if needed with the highest Hauptwerk version number that was released prior to the current (new) major version, but there will be no further releases or development for the prior version, and Milan Digital Audio reserves the right not to assist with issues that would be resolved by upgrading to the current version of the Hauptwerk Software.*

12. EXPORT CONTROLS

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

13. HAUPTWERK LITE EDITION

13.1. No support is available from Milan Digital Audio for the Custom Organ Design Module for the Hauptwerk Lite Edition (although the module may still be used).

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

14. OTHER ACKNOWLEDGEMENTS AND THIRD-PARTY LICENSES

Included impulse responses copyright Sonus Paradisi, and used under license from Sonus Paradisi.

Hauptwerk uses parts of code from Brian Gladman's AES implementation, which is licensed under the following conditions:

Copyright (c) 2008, Dr Brian Gladman, Worcester, UK. All rights reserved.

LICENSE TERMS

The free distribution and use of this software in both source and binary form is allowed (with or without changes) provided that:

- 1. distributions of this source code include the above copyright notice, this list of conditions and the following disclaimer;*
- 2. distributions in binary form include the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other associated materials;*
- 3. the copyright holder's name is not used to endorse products built using this software without specific written permission.*

ALTERNATIVELY, provided that this notice is retained in full, this product may be distributed under the terms of the GNU General Public License (GPL), in which case the provisions of the GPL apply INSTEAD OF those given above.

DISCLAIMER

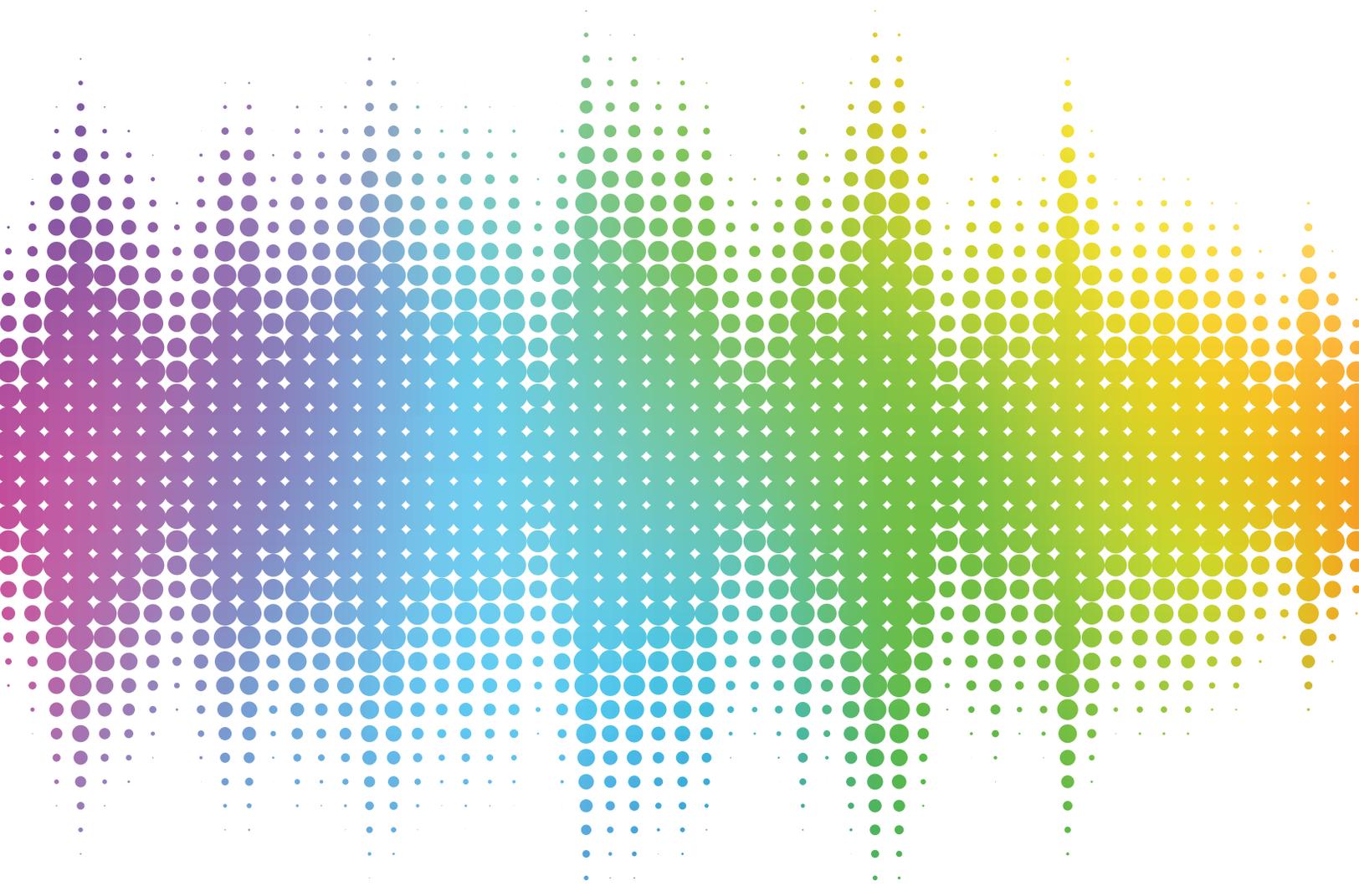
This software is provided 'as is' with no explicit or implied warranties in respect of its properties, including, but not limited to, correctness and/or fitness for purpose.

Source code of this package is available on Brian Gladman's web site.



HAUPTWERK

VIRTUAL PIPE ORGAN



For more information or to order visit
www.hauptwerk.com