

LICENSE AGREEMENT

FOR EARMASER SOFTWARE

IMPORTANT: This EarMaster License Agreement is a legal agreement between you (either an individual or a single entity) and MidiTec for the EarMaster software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this license agreement.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This license agreement grants you the following rights:

- **Applications Software.** You may install and use the SOFTWARE PRODUCT, or in its place, any prior version for the same operating system, on as many computers as the number of licenses purchased (see the "Licenses" section above). The primary user of the computer on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer.
- **"Site License" and "Home User License".** A "Site License" allows unlimited use of the SOFTWARE PRODUCT at one campus/physical entity and allows all employees to install the SOFTWARE PRODUCT on their private computer. A "Home User License" in addition to a Site license allows all users to install one copy of the SOFTWARE PRODUCT on a private computer.
- **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.
- **Software Transfer.** You may permanently transfer all of your right under this license agreement, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, media and printed materials, any upgrades and this license agreement), and the recipient agrees to the terms of this license agreement. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

- **Not for Resale Software.** If the SOFTWARE PRODUCT is labeled "Not for Resale" (NFR) then, notwithstanding other sections of this license agreement, you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

3. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by MidiTec as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for you eligibility for the upgrade.

4. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, animations, audio, music and text incorporated into the SOFTWARE PRODUCT), the accompanying printed materials and any copies of the SOFTWARE PRODUCT are owned by MidiTec. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material **except** that you may install the SOFTWARE PRODUCT within the limitations of this license agreement provided you keep the original solely for backup or archival purposes.

LIMITED WARRANTIES

LIMITED WARRANTY. MidiTec warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying user documentation for a period of 90 days from the date of receipt. Any implied warranties on the SOFTWARE are limited to 90 days. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. MidiTec's entire liability and your exclusive remedy shall be, at MidiTec's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet MidiTec's Limited Warranty and which is returned to MidiTec or the supplier serving your country with a copy of your receipt. This limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication.

NO OTHER WARRANTIES. MidiTec disclaims all other warranties, either express or implied including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE PRODUCT, the accompanying product manual(s) and written materials.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall MidiTec or its suppliers be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this product, even if MidiTec has been advised of the possibility of such damages. In any case, MidiTec's entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the software. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Should you have any questions concerning this agreement, or if you desire to contact MidiTec for any reason, please write: MidiTec, Vegavaenget 26, DK 2620 Albertslund, Denmark.
www.earmaster.com