

## Indoor

End user license agreement (eula) Audio Ease Indoor™ license agreement

## Carefully read the following legal agreement before installing the SOFTWARE.

By installing this software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of the agreement, press Disagree and the installer will quit. If you have received a package, promptly return the package containing the SOFTWARE and/or DOCUMENTATION with a copy of the original receipt to the dealer from whom you have obtained it, who will then refund the purchase price as stated on the original receipt.

Audio Ease BV, with its principal office at Utrecht, the Netherlands and USER intending to be legally bound, agree as follows:

## Definitions:

In this agreement the following definitions will be in capitals.

These definitions are understood to mean:

COMPUTER PROGRAMMES: Indoor™

DOCUMENTATION: user's manual and all other written material provided by Audio Ease, either in electronic or printed form.

IMPULSE RESPONSES: Acoustic Samples for use in Indoor™.

SAMPLES: sound effects and ambiences recordings distributed with Indoor™.

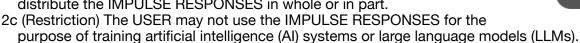
SOFTWARE: COMPUTER PROGRAMMES, and DOCUMENTATION, and IMPULSE RESPONSES.

USER: the rightful owner of the electronic or physical media containing the COMPUTER PROGRAMMES and the rightful user of the DOCUMENTATION.

ILOK: the PACE iLok usb dongle, part of a copy protection mechanism, used to store authorizations for software.

- 1. License. Audio Ease gives the USER the right to use the enclosed SOFTWARE under the terms of this agreement. This agreement gives the USER the right to install the SOFTWARE on multiple computers, provided that the software is only used on one computer at a time. This agreement gives the USER the right to make one copy of the COMPUTER PROGRAMMES in machine readable form for BACKUP purposes only. The BACKUP may only be used in the event that the original SOFTWARE is unusable. The USER is obliged to promptly return to Audio Ease the unusable original SOFTWARE within 14 days after the event occurred that caused the damage to the original SOFTWARE. The BACKUP must contain all copyright notices, any other proprietary legends and signs that were on the original disc(s) provided by Audio Ease. The USER may only transfer the SOFTWARE to another party provided that the other party reads and agrees to accept the terms and conditions of this agreement before the transfer of the SOFTWARE. The USER may only transfer the SOFTWARE and BACKUP to one party at the same time. The USER and the party to which the SOFTWARE is transferred are both obliged to send a written notice of the transfer to Audio Ease containing the name and address of the original USER and the party to which the SOFTWARE is transferred. The party to which the SOFTWARE is transferred will be considered USER.
- 2a Restrictions. The USER may not install or provide use of the SOFTWARE in a network. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, decompile, modify, alter or otherwise reduce the SOFTWARE in whole or in part to a human perceivable form. The USER may not electronically transmit the SOFTWARE in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the SOFTWARE in whole or in part.
- 2b (Restriction). The USER may not install or provide use of the IMPULSE RESPONSES in a network. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, re-sample or re-record, decompile, modify, alter or otherwise reduce the IMPULSE RESPONSES in whole or in part to a human perceivable form. The USER may not

electronically transmit the IMPULSE RESPONSES in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the IMPULSE RESPONSES in whole or in part.



- 3. Authorization procedure. The SOFTWARE will function only after authorization has been stored on an ILOK. The USER agrees to follow the procedure for obtaining the authorization on-line.
- 4. Termination. This agreement is effective until terminated. This agreement will terminate immediately if the USER fails to comply with any provision of this agreement. No prior notice from Audio Ease of this termination is necessary. Upon termination the USER must promptly send the SOFTWARE, related DOCUMENTATION to Audio Ease within 14 days. The USER may terminate this agreement by promptly giving written notice to Audio Ease and send the SOFTWARE, related DOCUMENTATION to Audio Ease within 14 days. In case this agreement is terminated by Audio Ease or the USER, the USER can not claim any refund.
- 5. Export. The USER agrees and certifies that he will not export or re-export the SOFTWARE except as permitted by the laws and regulations of the United States and the law and regulations of the jurisdiction in which the USER obtained the SOFTWARE.
- 6. The IMPULSE RESPONSES accompanying this license are licensed to you by Audio Ease under the terms of this agreement. You own any discs(s) on which the Audio Ease IMPULSE RESPONSES are recorded, but Audio Ease retains title to the IMPULSE RESPONSES.
- 6b.The Audio Ease IMPULSE RESPONSES are protected by copyright laws and international copyright treaties, as well as other intellectual property rights laws and treaties. The IMPULSE RESPONSES are licensed under the terms of this agreement, not sold. Audio Ease retains title to the IMPULSE RESPONSES. The IMPULSE RESPONSES are licensed only for use in COMPUTER PROGRAMMES (Indoor™).
- 7. No other warranties. The USER expressly acknowledges and agrees that the use of the SOFTWARE is at his sole risk. The SOFTWARE is provided "AS IS" and without warranty of any kind. Audio Ease does not warrant that the SOFTWARE is error free. AUDIO EASE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO THE USER. THIS WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS AND THE USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. Should the SOFTWARE prove defective the USER (and not Audio Ease) assume the entire cost of all necessary servicing, repair or correction.
- 8. Limitation of liability. In no event shall Audio Ease be liable to the USER for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Audio Ease SOFTWARE even if Audio Ease has been advised of the possibility of such damages. In no event will Audio Ease's liability for any claim, whether in contract, tort, or any other theory of liability exceed the license fee paid by the USER as evidenced by a copy of the original receipt.
- 9. Other terms. This agreement is governed by Dutch law. The Court of Law in Utrecht, the Netherlands, is the only competent court and has the exclusive jurisdiction to handle all legal disputes which may arise between Audio Ease and the USER. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement. This is the entire agreement between the USER and Audio Ease which supersedes all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter of this agreement.

Audio Ease BV Vlampijpstraat 57 3534 AR UTRECHT THE NETHERLANDS www.audioease.com info@audioease.com +31 30 2433606