

# LICENSE AGREEMENT

PRODUCT NAME:

EDITION:

LICENSE TYPE:

SERIAL NO.:

INSTALLING AND USING THE PRODUCT INDICATES THE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**GRANT OF LICENSE.** In consideration of payment of the license fee, Entel Ltd. ("Entel") grants to the Institution/Company

hereafter the Licensee, a nonexclusive, nontransferable license to use the enclosed Inspired Acoustics software product (the "Product") on the Number of Computer(s) described above at a time on system(s) deployed at Licensee's physical address. All rights not expressly granted to Licensee are reserved to Entel.

**OWNERSHIP OF THE PRODUCT.** Portions of the Product may incorporate certain material proprietary to third parties. Entel and licensors of Entel own and will retain all title, copyright, trademark and other proprietary rights in and to the Product. This License is not a sale of the Product or any copy of it. The Licensee obtain only such rights as are provided in this Agreement. Licensee understands and agrees as follows: Licensee may allow its members, clients or other third parties to use the samples for a limited period of time for free or for a fee, but solely on Licensee's computer(s) and solely at the physical location (address) of Licensee; Licensee may not make any copies of all or any part of the Product except for archival copies of the computer software components of the Product as permitted by law; Licensee may not reverse compile/assemble/engineer, modify, or incorporate in whole or in part in any other product or create derivative works of similar purpose of the Product based on all or any part of the Product; Licensee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Product; Licensee may not transfer or resell the Product. This license expressly forbids resale, re-licensing or other distribution of the Product. Licensee cannot sell, loan, rent, lease, assign or transfer all or any of the enclosed sounds in the Product to any another third party or user, or for use in any competitive product(s). If transferred, in whole or in part, the original and subsequent owners forfeit all rights to use the software; Licensee may not use the documentation for any purpose other than to support Licensee's use of the Product; Licensee may not perform engineering analyses of the Product, including quality, performance or benchmark analyses, without the written permission of Entel.

**USE OF AUDIO SAMPLES.** The audio samples, recorded sounds, programs, presets used by or included in the Product remain the property of Entel and are licensed, not sold, to Licensee for use on Licensee's computer(s). LICENSEE MAY USE THE PRODUCT FOR COMMERCIAL PURPOSES WITHIN MUSICAL COMPOSITIONS, AND MAY CREATE DERIVATIVE WORKS OF DIFFERENT PURPOSE THAN THE PRODUCT SUCH AS SOUND RECORDINGS OR PERFORMANCES OF MUSICAL COMPOSITIONS, BASED ON THE PRODUCT AND MAY ALSO SELL THESE DERIVATIVE WORKS WITHOUT PAYING ANY FURTHER ROYALTIES TO ENTEL. HOWEVER, LICENSEE IS STRICTLY FORBIDDEN TO: (1) FALSELY REPRESENT THAT THE DERIVATIVE WORK, SUCH AS BUT NOT LIMITED TO A SOUND RECORDING OR A MOVIE SOUNDTRACK, WAS PLAYED ON THE ACTUAL INSTRUMENT THE PRODUCT IS VIRTUALIZED FROM OR ANY OTHER REAL INSTRUMENT WHATSOEVER; (2) DOWNLOAD OR USE THE SAMPLES IN DIFFERENT FORMAT OR WITH DIFFERENT SOFTWARE THE PRODUCT WAS ORIGINALLY DESIGNED FOR. LICENSEE IS STRICTLY FORBIDDEN TO DISPLAY OR USE FOR ANY PURPOSE OR IN CONNECTION WITH ANY OF LICENSEE'S DERIVATIVE WORKS THE NAME(S) OR OTHER REPRESENTATIONS OF (1) THE HALLS, INSTITUTIONS OR LOCATIONS OF THE INSTRUMENT(S) FROM WHERE THE PRODUCTS ARE VIRTUALIZED FROM; (2) THE PLACE OF THESE LOCATIONS; OR (3) THE MANUFACTURER(S) OF THE ORIGINAL INSTRUMENTS.

(continued on next page)



**INSPIREDACOUSTICS.**

where art and technology unite

**ALLOWED ACTIVITIES.** Licensee is permitted, based on the License Type defined above, the following activities to be performed with the product:

License type	Classroom	Institutional	Worship	Commercial
<b>Paid public performance</b>	not allowed	not allowed	allowed	allowed
<b>Install at a location with paid accessibility for the installation (except tuition fee)</b>	not allowed	not allowed	not allowed	allowed
<b>Use in master classes</b>	not allowed	allowed	allowed	allowed
<b>Mobile installation (touring)</b>	not allowed	not allowed	not allowed	allowed

**RESPONSIBILITIES.** Entel hopes the Product will be useful to Licensee's endeavors. However, Entel does not warrant the operation of the Product or the accuracy or completeness of any information contained in the Product. Licensee, and not Entel, are responsible for all uses of the Product.

**LIMITED WARRANTY.** Entel warrants the Licensee that the media on which the Product is recorded will be free of defects in material and workmanship under normal use for a period of thirty (30) days from purchase, and that the Product will perform substantially in accordance with the user guide for a period of thirty (30) days from purchase. Entel's sole responsibility under this warranty will be, at its option, (1) to use reasonable efforts to correct any defects that are reported to it within the foregoing warranty period or (2) to refund the full purchase price to Licensee. Entel does not warrant that the Product will be error free, nor that all program errors will be corrected. In addition, Entel makes no warranties if the failure of the Product results from accident, abuse or misapplication. Remedies are available with a proof of purchase from an authorized international source. All requests for warranty assistance shall be directed to Entel at the following address: H-1301 Budapest, Pf. 94. Hungary. +36/1/3360400. The express warranty set forth in this Agreement is the only warranty given by Entel with respect to the entire Product. Entel makes no other warranties, express, implied or arising by custom or trade usage, and specifically disclaims the implied warranties of non-infringement, merchantability or fitness for any particular purpose. Entel shall not be responsible for the performance of the Product nor for any liability to any other party arising out of use of the Product. Entel's liability in contract, tort or otherwise arising in connection with the Product shall not exceed the purchase price of the Product. In no event shall Entel be liable for special, incidental, tort or consequential damages including any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with the performance of the Product, even if Entel has been advised of the possibility of such damages.

**TERMINATION.** This License Agreement will terminate immediately if Licensee breaches any of its terms. Upon termination, Licensee will be required promptly to return to Entel or to destroy all copies of the Product covered by this License Agreement.

**GOVERNING LAW.** The terms of this License shall be construed in accordance with the substantive laws of Hungary (European Union).

**NO WAIVER.** The failure of either party to enforce any rights granted in this Agreement or to take any action against the other party in the event of any breach of this Agreement shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**LITIGATION EXPENSES.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and litigation expenses.

**UNENFORCEABLE TERMS.** Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN LICENSEE AND ENTEL WHICH SUPERSEDES ANY PROPOSALS, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND ENTEL RELATING TO THE SUBJECT MATTER OF THIS LICENSE AGREEMENT.

###



**INSPIREDACOUSTICS.**

where art and technology unite