



# INMUSIC BRANDS END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is between inMusic Brands, Inc. and you. Please read this agreement carefully. These terms apply to the software with which this Agreement is included, along with the media on which you received it (if any). These terms also apply to any updates, support services, or Internet services for the software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the reseller for a refund or credit. If you cannot obtain a refund from the reseller, or if you purchased your software license directly from inMusic or one of its brands, contact inMusic for information about inMusic’s refund policies. Please visit the Web sites listed at the end of this document for contact details.

The software may be distributed with components from other vendors that are subject to different terms. Please read this entire agreement, including Section 7 (Third Party Software) and Section 8 (Third Party Information), for more information.

## 1. LICENSE GRANT

inMusic grants you this personal, revocable, limited, non-exclusive, non-transferable license to use the software conditioned on your continued compliance with the terms and conditions of this EULA. This license does not allow you to use the software on any laptop, workstation or computer that you do not own or control, and you may not distribute or make the software available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute, sublicense, alter, modify or commercially exploit the software.

## 2. LIMITED RIGHTS TO MEDIA ELEMENTS

The software may include certain pictures, animations, sounds, music and video clips for your reuse. You may create your own works based upon these media elements, and copy, modify, distribute, display, and perform your derivative works provided that:

- 2.1. you indemnify, defend, and hold inMusic harmless from and against any claims or liabilities arising from your use of the media elements;
- 2.2. you include a valid copyright notice on your derivative works.

You may not sell, license or distribute the media elements by themselves or as part of any collection, product or service whose value is derived solely or primarily from the media elements themselves.

## 3. LICENSE CONDITIONS.

3.1. Technical limitations. This software may include technological measures, whether in the software or in bundled hardware or both, that are designed to prevent or detect unlicensed use of the software. Circumvention of these technological measures is prohibited, except and only to the extent that applicable law expressly permits, despite this limitation. Any attempt to circumvent technical limitations may render the software or certain features unusable or unstable, and may prevent you from updating or upgrading the software.



3.2. Reverse engineering and copying. You may not reverse engineer, decompile, disassemble, or attempt to derive the source code of, modify, or create derivative works of the software, except and only to the extent that applicable law expressly permits, despite this limitation. You may copy the software only to the extent necessary for backup or archival purposes in support of your use of the software. You must include all copyright and other legal notices appearing on the software in any copies that you make.

3.3. No software hosting or rental. You may not make the software available for others to copy or use.

3.4. No reconfiguration. The software is licensed for installation and use only in the manner it was provided to you, as configured by an automated installation program provided with the software, or as described in inMusic's documentation. You may not separate the components contained in the software or otherwise reconfigure the software to circumvent technical limitations on the use of the software or to otherwise exceed the scope of your license.

3.5. Academic Use. If the software is designated or specially-priced as an "Academic" or "Education" version, it is licensed only for use by students, faculty, and staff of an educational institution.

3.6. Evaluation software. If the software is designated or specially-priced as an "Evaluation," "Trial," "Not for resale" or "NFR" version, you may only use the software for demonstration, testing, or evaluation purposes.

3.7. Time limits. If the software is designated or specially-priced as a time-limited "Evaluation," "Loan," "Trial," "Rental," "Subscription" or "Temporary" version, the rights granted to you by inMusic expire at the end of the time period. The software may contain technical measures that automatically disable the software at the end of the time period.

3.8. No illegal use. This product is intended for use with content that you own, license, or obtain from the public domain. You may not use this product to violate any law, including copyright laws.

## 4. SCOPE

The software is licensed, not sold. This agreement only gives you certain rights to use the software, which may be revoked if you do not follow these terms. inMusic and its suppliers reserve all rights not expressly granted to you in this agreement. You expressly acknowledge and agree that inMusic transfers no ownership or intellectual property interest or title in and to the software to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the software, unless otherwise indicated, are owned, controlled, and licensed by inMusic and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations.

## 5. CONFIDENTIALITY

You acknowledge that the software, together with any bundled hardware, contains proprietary and confidential property of inMusic or inMusic's suppliers. You may not disclose this confidential information to anyone other than your employees or consultants who need access to the confidential information to carry out their duties and who are bound by appropriate confidentiality or nondisclosure agreements.



## 6. UPGRADES

To use software identified as an upgrade, you must first be licensed to use the software identified by inMusic as eligible for the upgrade. Upon upgrade, this agreement governs your use of the upgraded software. If you choose to upgrade your software, you may not use the original software and the upgraded software at the same time.

## 7. THIRD PARTY SOFTWARE

The software may be distributed with components from other vendors that are subject to different terms. Your installation and use of those components is subject to those terms, which can be found on the media on which the software is provided. Nothing in this agreement limits rights granted to you by third parties, which may include rights under free software or open source software license.

## 8. THIRD PARTY INFORMATION

inMusic may include information about third party products and services, including links to Web sites run by others. inMusic is not responsible for, and does not endorse or sponsor, this third-party information.

## 9. SOFTWARE TRANSFER

9.1. Device transfer. If your license is limited to one hardware device, you may transfer your licensed copy of the software to a different device for your internal business use or your own personal enjoyment provided that you completely remove the software from the former device.

9.2. Transfer to third party. If you are the person who initially licensed the software, you may make a one-time permanent transfer of your license and the software to another end user, provided that you do not retain any copies of the software and you follow inMusic's license transfer procedures. For further information, please visit the Web sites listed at the end of this document. Academic (see Section 3.5) and evaluation (see Section 3.6) licenses may not be sold or transferred except where and to the extent that applicable law mandates that such a transfer must be permitted.

9.3. Software upgrades. If you have upgraded your software, you may not separately transfer the original software and the upgraded software.

## 10. CONSENT TO USE OF DATA

inMusic may collect and use technical information about the software and the hardware devices you use in connection with the software in a manner that does not personally identify you. inMusic may use this information to improve our products or to provide customized services or technologies. inMusic may also disclose this information to third parties so that they may improve the way their products or services interact with the software.

## 11. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. If you are subject to U.S. law, you must comply with these laws and any other applicable laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For further information, please see <http://www.bis.doc.gov>.



## 12. TERMINATION

To the extent permitted by law, and without prejudice to any other rights, inMusic may terminate your license if you breach these terms and conditions. You may also terminate this EULA at any time by ceasing to use the software, but all applicable provisions of this EULA will survive termination.

## 13. NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. INMUSIC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INMUSIC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 14. LIMITATION ON AND EXCLUSION OF DAMAGES

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL INMUSIC BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF INMUSIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall inMusic's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## 15. INDEMNITY

You agree to defend, indemnify, and hold harmless inMusic and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by you of this EULA.



## 16. NOTICE TO U.S. GOVERNMENT END USERS

The software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 2005), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 2005). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 2005), all U.S. Government End Users acquire the software with only those rights set forth herein. All software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. This provision does not apply to you if you are not affiliated with the government of the United States of America.

## 17. GOVERNING LAW

**17.1. United States.** If you acquired the software in the United States, Rhode Island law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you reside govern all other claims, including claims under state consumer protection and unfair competition laws.

**17.2. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**17.3. Legal effect.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the reseller from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

## 18. ENTIRE AGREEMENT

This agreement (including the warranty below), and any additional terms provided with supplements, updates, Internet-based services and support services that you use or purchase, are the entire agreement for the software and related services.

## 19. SEVERABILITY.

If any provision of this agreement is legally invalid, the agreement shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.



## 20. ADDITIONAL NOTICES.

20.1. Java Software. Java technology may be included with the software. Sun Microsystems, Inc. requires the following notice. For purposes of this notice, the “Software” refers to Sun’s Java software, and the “license” refers to your license from Sun Microsystems, Inc.

### 1. Java Technology Restrictions.

Licensee shall not create, modify, change the behavior of, or authorize licensees of Licensee to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation. In the event that Licensee creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Licensee must promptly publish broadly an accurate specification for such API for free use by all developers.

### 2. Trademarks and Logos.

This License does not authorize an end user licensee to use any Sun Microsystems, Inc. name, trademark, service mark, logo or icon. The end user licensee acknowledges that Sun owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at <http://java.sun.com/trademarks.html>; (b) not do anything harmful to or inconsistent with Sun's rights in the Java Marks; and (c) assist Sun in protecting those rights, including assigning to Sun any rights acquired by Licensee in any Java Mark.

### 3. Source Code.

Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of your license. Source code may not be redistributed unless expressly provided for in the terms of your license.

### 4. Third Party Code.

Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

20.2. Microsoft Windows for Embedded Systems. Microsoft Windows for Embedded Systems may be included with the software. If so, Microsoft requires that you not access or use desktop functions of the operating system (such as email, word processing, spreadsheets, database, network/Internet browsing, scheduling, and personal finance) other than through, in support of and operating as a part of, the inMusic software.

クリプトン・フューチャー・メディア株式会社は、本使用許諾契約書（以下「本契約書」）の完全性を保証するものではありません。本契約書は予告無く変更されることがございます。本契約書に関するご質問は、BFD社製品の国内総代理店である株式会社メディア・インテグレーション社までお問い合わせいただきますようお願い申し上げます。

BFD社製品 国内総代理店 株式会社メディア・インテグレーション：<https://www.minet.jp/>