

# End - User License agreement

End - User License agreement

END-USER LICENSE AGREEMENT FOR Music Organizer Program, Inc. SOFTWARE

**IMPORTANT&mdash;READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Music Organizer Program, Inc. for the Music Organizer Program, Inc. program that accompanies this EULA, which includes associated media and Music Organizer Program, Inc. Internet-based services ("Program"). An amendment or addendum to this EULA may accompany the Program. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.**

1. **GRANT OF LICENSE.** Music Organizer Program, Inc. grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 **Installation and use.** You may:

(a) install and use a copy of the Program on one personal computer or other device; and

(b) install an additional copy of the Program on a second, portable device for the exclusive use of the primary user of the first copy of the Program.

1.2 **Alternative Rights for Storage/Network Use.** As an alternative to Section 1.1(a), you may install a copy of the Program on a network storage device, such as a server computer, and allow one access device, such as a personal computer, to access and use that licensed copy of the Program over a private network. You must obtain a license to the Program for each additional device that accesses and uses the Program installed on the network storage device, except as permitted by Section 1.4 of this EULA.

1.3 **License Grant for Remote Desktop.** You may use remote access technologies, such as the Remote Desktop features, to access and use your licensed copy of the Program, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Program with a remote access device. These remote desktop rights do not permit you to use the Program on both the device hosting the remote desktop session and the access device at the same time.

1.4 **License Grant for Remote Assistance.** You may permit any device to access and use your licensed copy of the Program for the sole purpose of providing you with technical support and maintenance services.

1.5 **License Grant for Media Elements.** The Program may include certain photographs, clip art, shapes, animations, sounds, music and video clips that are identified in the Program for your use (together "Media Elements"). You may copy and modify the Media Elements, and license, display and distribute them, along with your modifications as part of your program products and services, including your web sites, but you are not licensed to do any of the following:

&bull; You may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection, product or service if the primary value of the product or service is in the Media Elements.

&bull; You may not grant customers of your product or service any rights to license or distribute the Media Elements.

&bull; You may not license or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.

&bull; You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.

In addition, you must (a) indemnify and defend Music Organizer Program, Inc. from and against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing, use or distribution of Media Elements as modified by you, and (b) include a valid copyright notice on your products and services that include the Media Elements.

1.6 **License Grant for Documentation.** The documentation that accompanies the Program is licensed for internal, non-commercial reference purposes only.

1.7 **License Grant for Templates.** The Program may include document templates. You may copy and modify the document templates available as part of the Music Organizer Program, Inc. program that accompanies this EULA and distribute such templates along with your modifications for use by other licensees of the Program. You also may copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Program, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:

&bull; You may not sell, resell, license, rent, lease, lend, or otherwise transfer for value, the templates.

&bull; You may not distribute the templates available via Internet-based services as part of any product or service.

&bull; You may not copy or post any templates available through Internet-based services on any network computer or broadcast it in any media.

You must indemnify and defend Music Organizer Program, Inc. against any claims or lawsuits, including attorneys' fees, that arise from or result from the licensing or distribution of the templates as modified by you.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

2.1 **Mandatory Activation.** THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE. You may not be able to exercise your rights to the Program under this EULA after a finite number of product launches unless you activate your copy of the Program in the manner

described during the launch sequence. You may also need to reactivate the Program if you modify your computer hardware or alter the Program. Music Organizer Program, Inc. will use those measures to confirm you have a legally licensed copy of the Program. If you are not using a licensed copy of the Program, you are not allowed to install the Program or future Program updates. Music Organizer Program, Inc. will not collect any personally identifiable information from your device during this process.

2.2 Internet-Based Services. You may not use any Music Organizer Program, Inc. Internet-based services associated with the Program in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorized access to any service, account, computer systems or networks associated with the Internet-based services.

2.3 Speech/Handwriting Recognition. If the Program includes speech and/or handwriting recognition component(s), you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Music Organizer Program, Inc. nor its suppliers shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.

2.4 Report-Writing Runtime Program Limitations. The Program may contain report-writing runtime program ("Runtime Program"). Other than use with the Program, you may not use the Runtime Program with any other program application nor use the Runtime Program as part of any process or system that is used to automatically deliver, share or distribute documents or other work created using the Runtime Program.

3. RESERVATION OF RIGHTS AND OWNERSHIP. Music Organizer Program, Inc. reserves all rights not expressly granted to you in this EULA. The Program is protected by copyright and other intellectual property laws and treaties. Music Organizer Program, Inc. or its suppliers own the title, copyright, and other intellectual property rights in the Program. The Program is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of Music Organizer Program, Inc..

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Program, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Program.

6. CONSENT TO USE OF DATA. You agree that Music Organizer Program, Inc. and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Program. Music Organizer Program, Inc. may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. LINKS TO THIRD PARTY SITES. Music Organizer Program, Inc. is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Music Organizer Program, Inc. is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Music Organizer Program, Inc. of the third-party site or service.

8. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Program that Music Organizer Program, Inc. may provide to you or make available to you after the date you obtain your initial copy of the Program, unless they are accompanied by separate terms. Music Organizer Program, Inc. reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Program.

9. UPGRADES. To use Program identified as an upgrade, you must first be licensed for the program identified by Music Organizer Program, Inc. as eligible for the upgrade. After installing the upgrade, you may no longer use the original program that formed the basis for your upgrade eligibility, except as part of the upgraded program.

10. NOT FOR RESALE SOFTWARE. Program identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

11. ACADEMIC EDITION SOFTWARE. To use Program identified as "Academic Edition" or "AE," you must be a "Qualified Educational User."

12. EXPORT RESTRICTIONS. You acknowledge that the Program is subject to R.F. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Program, including the R.F. Export Management Regulations, as well as end-user, end-use, and destination restrictions issued by R.F. and other governments.

13. SEPARATION OF COMPONENTS. The Program is licensed as a single product. Its component parts may not be separated for use on more than one device.

14. SOFTWARE TRANSFER. Internal. You may not transfer your copy of the Program to a different device. Transfer to Third Party. If you are the person who initially licensed the Program, you may make a one-time permanent transfer of this EULA, Program and Certificate of Authenticity (if applicable) to another end user, provided that you do not retain any copies of the Program. This transfer must include all of the Program (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Program must agree to all the EULA terms.

15. TERMINATION. Without prejudice to any other rights, Music Organizer Program, Inc. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Program and all of its component parts.

## 16. LIMITED WARRANTY FOR SOFTWARE

Music Organizer Program, Inc. warrants that the Program will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Program, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

**LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Music Organizer Program, Inc., **YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES,** if the Program does not meet Music Organizer Program, Inc.'s Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 18 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. **YOUR EXCLUSIVE REMEDY.** Music Organizer Program, Inc.'s and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Program shall be, at Music Organizer Program, Inc.'s option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Program, or (b) repair or replacement of the Program, that does not meet this Limited Warranty and that is returned to Music Organizer Program, Inc. with a copy of your receipt. You will receive the remedy elected by Music Organizer Program, Inc. without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Program to Music Organizer Program, Inc.).

This Limited Warranty is void if failure of the Program has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Program will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Music Organizer Program, Inc. will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Music Organizer Program, Inc.'s warranty remedy procedures. Outside the United States, neither these remedies nor any product support services offered by Music Organizer Program, Inc. are available without proof of purchase from an authorized international source.

17. **DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Music Organizer Program, Inc. and its suppliers provide the Program and support services (if any) **AS IS AND WITH ALL FAULTS,** and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Program, and the provision of or failure to provide support or other services, information, program, and related content through the Program or otherwise arising out of the use of the Program.

18. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Music Organizer Program, Inc. OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF Music Organizer Program, Inc. OR ANY SUPPLIER, AND EVEN IF Music Organizer Program, Inc. OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. **LICENSING.** Music Organizer Program, Inc. program is distributed on a Try Before You Buy (shareware) basis. If you like this program and decide to keep it, you will need to purchase a registration key.

20. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Music Organizer Program, Inc. and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Music Organizer Program, Inc. with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Program up to US\$0.00. The foregoing limitations, exclusions and disclaimers

(including Sections 16, 17 and 18) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

21. **APPLICABLE LAW.** If you acquired this Program in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Program in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Program in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Program in any other country, then local law may apply.

22. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Program) is the entire agreement between you and Music Organizer Program, Inc. relating to the Program and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Program or any other subject matter covered by this EULA. To the extent the terms of any Music Organizer Program, Inc. policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

The following Music Organizer Program, Inc. **GUARANTEE** applies to you if you acquired this Program in any other country:

**Statutory rights not affected** - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Music Organizer Program, Inc. if you acquired the Program directly from Music Organizer Program, Inc..

**The guarantee** - The Program is designed and offered as a general-purpose program, not for any user's particular purpose. You accept that no Program is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Music Organizer Program, Inc. guarantees that a) for a period of 30 days from the date of receipt of your license to use the Program or the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Program; and b) any support services provided by Music Organizer Program, Inc. shall be substantially as described in applicable written materials provided to you by Music Organizer Program, Inc. and Music Organizer Program, Inc. support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Program fails to comply with this guarantee, Music Organizer Program, Inc. will repair or replace the Program. This guarantee is void if failure of the Program results from accident, abuse or misapplication. Any replacement Program will be guaranteed for the remainder of the original guarantee period or 30 days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Program and any support services.

**Exclusion of All Other Terms** - To the maximum extent permitted by applicable law and subject to the guarantee above, Music Organizer Program, Inc. disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Program and the written materials that accompany the Program. Any implied warranties that cannot be excluded are limited to 30 days or to the shortest period permitted by applicable law, whichever is greater.