

Garritan ARIA Player - End User Software License Agreement

PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT") FOR THE LICENSE OF ARIA PLAYER ("SOFTWARE") FROM PLOGUE ART ET TECHNOLOGIE, INC ("Plogue") AND GARRITAN CORPORATION ("Garritan"). BY INSTALLING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT INSTALL THE SOFTWARE.

- 1. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION hereby grant to you a non-exclusive, non-transferable right to use a copy of the specified version of the Software and the accompanying documentation (the "Documentation") on any computer you personally own as a private individual, or if you bought a Corporate/School (bulk) licences package, the amount of computers for which you paid.
- **2. Term.** This Agreement is effective for an unlimited duration unless and until earlier terminated as set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must destroy all copies of the Software and the Documentation. You may terminate this Agreement at any point by destroying all copies of the Software and the Documentation.
- **3. Ownership Rights.** The Software is protected by copyright laws and international treaty provisions. PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. The Endless Wave streaming is provided under license from Conexant, Inc. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement.
- **4. Restrictions.** You may not rent, lease, loan, sublicense or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software in whole or in part. All rights not expressly set forth hereunder are reserved by PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION.
- **5. Warranty and Disclaimer.** Except for the limited warranty set forth herein, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO

ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, PLOGUE ART ET TECHNOLOGIE MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PLOGUE ART ET TECHNOLOGIE OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN PLOGUE ART ET TECHNOLOGIE AND GARRITAN CORPORATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

7. Miscellaneous. This Agreement is governed by the laws of Canada.

Copyright © 2001-2011 PLOGUE ART ET TECHNOLOGIE, INC. AND GARRITAN CORPORATION. All Rights Reserved