

This CsoundForLive Audio Plugin End User License Agreement ("Agreement") is between you (both the individual purchasing and installing the downloadable plugin(s) and any single legal entity for which the individual is acting) as a valid owner of any CsoundforLive audio plugin product (the "Product") and Audivation, Inc. (the "Company").

(1) LICENSE

1.1 Limited License. Subject to this Agreement's restrictions, you are hereby granted a non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use the Product on one or more electronic devices for the purposes of composing, performing and recording musical compositions. You understand that the copyright and all other rights to the Product belong to the Company, and you shall have no rights to the Product other than the use rights granted in accordance with this Agreement.

1.2 Restrictions. You will not, either solely or with/via any third party, modify, reverse engineer, disassemble or decompile the Product.

1.3 Ownership. The Company retains all right, title and interest in and to all patent, copyright, trademark, trade secret and other intellectual property rights in the Product and any derivative works thereof. You do not acquire any other rights, express or implied, with respect to the Product beyond the limited license set forth in this Agreement. You will have sole and exclusive rights in the compositions and performances resulting from or assisted by your use of the Product.

1.4 No Support. The Company has no obligation to provide support, maintenance, upgrades, modifications or new releases for the Product under this Agreement.

(2) WARRANTY DISCLAIMER

THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THEM AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE,

INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT.

(3) DAMAGES AND REMEDIES FOR BREACH

You agree that any breach of this Agreement's restrictions would cause the Company irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which the Company may be entitled, you agree that the Company may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

(4) TERMINATION

This Agreement is effective until terminated. The Company may terminate this Agreement at any time upon your breach of any provision. In the event this Agreement is terminated, you will stop using the Product, permanently delete it from the equipment where it resides, and destroy all copies of the Product in your possession, confirming to the Company in writing that you have done so. Sections 1.2, 1.3, 1.4, 2, 3, 4, 5 and 6 will continue in effect after this Agreement's termination.

(5) INDEMNIFICATION

You will indemnify, defend, and hold harmless the Company, its affiliates, and each of their respective employees, officers, directors, and agents ("Indemnified Parties"), from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) which result from any claim or allegation against any Indemnified Party arising from your use of the Product or your breach of any term of this Agreement. The Company will provide you with notice of any such claim or allegation, and the Company, at its own expense, will have the right to participate in the defense of any such claim.

(6) GENERAL TERMS

6.1 Law. This Agreement and all matters arising out of it are governed by the laws of the Commonwealth of Massachusetts, United States of America. Any disputes arising out of this Agreement shall come under the jurisdiction of the Massachusetts District Court.

6.2 Limitation of Liability. In no event will the Company or any of its affiliates or subsidiaries be liable in connection with this Agreement or its subject matter, under any theory of liability, for any indirect, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. In no event will the Company's liability for all damages exceed the amounts actually paid by you to the Company for the Product. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the Product price and are essential elements of the bargain between the parties, without which the Company would not have provided the Product or entered into this Agreement.

6.3 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

6.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without the Company's prior written consent. Any purported assignment, transfer or delegation by you will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. You agree, represent and warrant that you will not export the Product or any underlying technology in contravention of any applicable U.S. or foreign export laws and regulations.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or

representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without the Company's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

By clicking on the "I Accept" button below (or by otherwise installing or using any Product), You acknowledge that you have read, understand, and agree to be bound by the terms of this Agreement as it relates to that Product as of the date on which you first click the "Accept" button, or otherwise first install or use the Product (such date, the "Effective Date"). If you do not agree to the terms of this Agreement, the Company is unwilling to grant you a license to the use the Product and you should click on the "I Do Not Accept" button below to discontinue the installation process.