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WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE.

1 INTRODUCTION

1.1 This EULA is only available in English but our website (<https://www.adam-audio.com/de/>) is also in German, simplified Chinese (<https://www.adam-audio.com/zh-hans/>), French (<https://www.adam-audio.com/fr/>) and Spanish (<https://www.adam-audio.com/es/>).

1.2 When using the Software you also agree to be legally bound by:

1.2.1 our website terms and conditions and any documents referred to in them;

1.2.2 extra terms which may add to, or replace some of, this Licence. This may happen for legal or regulatory reasons. We will update this Licence from time to time; and

1.2.3 specific terms which apply to certain digital content (detailed in the relevant content).

1.3 All of the above documents form part of this Licence as though set out in full here.

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2.1 Under the condition that you hold a MyADAM User Account and you agree to abide by the terms of this Licence, then we grant you a limited, non-exclusive, non-transferable licence to use and copy the Software and the Documentation for use on your computer system or file server for local use within your network. This network must be owned, leased and/or controlled by you.

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2.4 If you are aged 16 or under you may not use or register to use our Software.

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3.1 You shall not use the Software or Documentation in any unlawful manner, for any unlawful purpose or in a manner inconsistent with this Licence;

3.2 You shall not infringe our intellectual property rights or those of any third party in relation to your use of the Software or the Documentation;

3.3 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

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- b. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or the Documentation, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- c. not to translate, disassemble, de-compile, reverse engineer, the Software, or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - i. is used only for the purpose of achieving inter-operability of the Software with another software program;
 - ii. is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - iii. is not used to create any software which is substantially similar to the Software;
- d. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- e. to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form;
- f. not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from the Licensor;
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5 **WARRANTY**

- 5.1 The Licensor warrants that:
- a. the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation;
 - b. the Documentation correctly describes the operation of the Software in all material respects for a period of 90 days from the date of installation of the Software (**Warranty Period**).
- 5.2. If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 5.3. The warranty does not apply:

- a. if the defect or fault in the Software results from you having altered or modified the Software;
 - b. if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence;
- 5.4. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 5.5. You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

6. LICENSOR'S LIABILITY

- 6.1. We shall only be liable without restriction according to the statutory provisions for damages of the Licensee caused by our intentional or gross negligent conduct. The same applies to personal injury and damages according to the German Product Liability Act or comparable laws in other jurisdictions that may apply.
- 6.2. Subject to condition 6.1, the we shall not be liable under or in connection with this Licence or any collateral contract for:
- a. loss of income;
 - b. loss of business profits or contracts;
 - c. business interruption;
 - d. loss of the use of money or anticipated savings;
 - e. loss of information;
 - f. loss of opportunity, goodwill or reputation;
 - g. loss of, damage to or corruption of data; or
 - h. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 6.3. Subject to condition 6.1 and condition 6.2, our maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the fee paid by you as licence fee.
- 6.4. Subject to conditions 6.1, 6.2 and 6.3, our liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in Germany.
- 6.5. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

7. TERMINATION

- 7.1. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 7.2. You may terminate this Licence at any time by destroying the Software together with all copies in any form.
- 7.3. Upon termination for any reason:
 - 7.3.1. all rights granted to you under this Licence shall cease;
 - 7.3.2. you must cease all activities authorised by this Licence; and
 - 7.3.3. you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8. COMMUNICATIONS

- 8.1. If you do not understand any terms of this Licence and want to talk to us about it, please visit <https://support.adam-audio.com> or, if you are unable find the answers you need there or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email at info@adam-audio.com.
- 8.2. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

9. PRIVACY NOTICE

- 9.1. Our Privacy Policy is available at <https://www.adam-audio.com/en/legal-info-privacy/>.
- 9.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

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- 10.1. This Licence is binding on you and us and on our respective successors and assigns.
- 10.2. You may not rent, lease, sublicense, loan the Software on a temporary or permanent basis.
- 10.3. You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- 10.4. We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

10.5. No one other than a party to this Licence has any right to enforce any term of this Licence.

11. WAIVER

11.1. If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

11.2. A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

11.3. No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. SEVERABILITY

12.1. If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. ENTIRE AGREEMENT

13.1. This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

13.2. We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

13.3. We may change the terms of this Licence from time to time. Every time you wish to make a new use of the Software, please check these terms to ensure you understand the terms that apply at that time.

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14.1. We will try to resolve any disputes with you quickly and efficiently.

14.2. If you are unhappy with:

14.2.1. the digital content;

14.2.2. our service to you; or

14.2.3. any other matter,

please contact us as soon as possible.

14.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.

15. LAW AND JURISDICTION

15.1. This Licence is governed by German law. Any dispute arising from, or related to, any term of this Licence shall be subject to the non-exclusive jurisdiction of the courts of Germany.