

# End User License Agreement

AUDITORY SPACE, LLC ("Vendor") LICENSES THIS SOFTWARE PRODUCT TO YOU ("Licensee") SUBJECT TO THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING, COPYING AND/OR USING THIS COMPUTER SOFTWARE AND THE ACCOMPANYING DOCUMENTATION (THE "SOFTWARE"). BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT DO NOT INSTALL, COPY OR USE THE SOFTWARE.

## Disclaimer

THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS", AND VENDOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. LICENSEE IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.

## Grant of License

Subject to the terms and conditions of this Agreement, Vendor hereby grants to you a non-exclusive, non-transferable license (without the right to sublicense) (i) to use the Software, and (ii) to copy Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies.

## Confidentiality

Except as otherwise specifically permitted in the Agreement, you may not: (i) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion thereof; (ii) copy the Software except as provided in this Agreement; (iii) separate Software, which is licensed as a single product, into its component parts; (iv) sublicense or permit simultaneous use of the Software by more than one user; (v)

redistribute, encumber, sell, rent, lease, sublicense, use the Software in a timesharing or service bureau arrangement, or otherwise transfer rights to any Software. You may NOT transfer the Software under any circumstances; (vi) remove or alter any trademark, logo, copyrights, or other proprietary notices, legends, symbols, or labels in the Product(s); (vii) publish or otherwise disclose information relating to performance or quality of the Software to any third party without Vendor's prior written consent.

## User Support

Vendor is under no obligation to provide technical support under the terms of this license, and provides no assurance that any specific errors or discrepancies in the Software will be corrected.

## Ownership and Copyright of Software

Title, copyright, intellectual property rights, and distribution rights of the Software and all copies thereof remain exclusively with Vendor. The Software is copyrighted and is protected by United States copyright laws and international treaty provisions. Licensee agrees to prevent any unauthorized copying of the Software. The Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

## License Fee

The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

## Term of Agreement

The term of this Agreement will begin on Acceptance by installing, copying, or otherwise using the Software and is perpetual.

This agreement will be terminated and the license forfeited where the Licensee has failed to comply with any of the terms of the Agreement or is in breach of this Agreement. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using the Software, Documentation, and all other tangible items in your possession or control that are proprietary to or contain Confidential Information. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

## Limitation of Liability

IN NO EVENT WILL AUDITORY SPACE, LLC BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS RESULTING FROM ANY DEFECT IN THE PROGRAM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY.

## Governing Law

This license agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and the State of Wyoming, and shall inure to the benefit of Auditory Space, LLC or its assigns. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

## Entire Agreement

This Agreement constitutes the complete and exclusive agreement between you and Vendor with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in writing by an authorized representative of Vendor.

## Notices

All notices to the Vendor under this Agreement are to be provided to the following address: Auditory Space, LLC: 201 E 5<sup>th</sup> St, Ste 1000, Sheridan WY 82801