

AUTOGRAPH SOUND RECORDING LIMITED

SOFTWARE LICENCE AGREEMENT

USER LICENCE

IMPORTANT: BY USING THIS PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENCE AGREEMENT AND THE AUTOGRAPH CONDITIONS OF USE. AUTOGRAPH'S CONDITIONS OF USE ARE SET OUT ON THE AUTOGRAPH WEBSITE AT www.signatureseries.biz

PLEASE READ THIS SOFTWARE LICENCE AGREEMENT (THE "LICENCE") CAREFULLY BEFORE USING YOUR AUTOGRAPH PRODUCT OR DOWNLOADING ANY SOFTWARE UPDATES. BY USING YOUR AUTOGRAPH PRODUCT OR DOWNLOADING ANY SOFTWARE UPDATES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENCE, DO NOT USE THIS PRODUCT OR DOWNLOAD OR INSTALL ANY SOFTWARE UPDATES. IF YOU DO NOT AGREE WITH THE TERMS OF THE LICENCE, YOU MAY RETURN THIS PRODUCT WITHIN SEVEN DAYS OF THE DATE YOU RECEIVED IT TO THE AUTHORISED DISTRIBUTOR OR RESELLER WHERE YOU PURCHASED IT FOR A REFUND, SUBJECT TO AUTOGRAPH'S PRODUCT RETURNS POLICY. BY DOWNLOADING, COPYING, INSTALLING OR OTHERWISE USING SOFTWARE UPDATES FROM AUTOGRAPH YOU AGREE TO BE BOUND BY ANY ADDITIONAL LICENCE TERMS THAT ACCOMPANY ANY SUCH UPDATES. IF YOU DO NOT AGREE TO THE ADDITIONAL LICENCE TERMS THAT ACCOMPANY SUCH UPDATES, YOU MAY NOT DOWNLOAD, COPY, INSTALL OR OTHERWISE USE SUCH UPDATES.

Definitions Used In This Agreement

Autograph: Autograph Sound Recording Ltd

Product: Any product designed, manufactured, distributed or resold by Autograph including the Signature Series Products (which may be abbreviated to "SSP"). The term "product" includes both the hardware and its associated software, as defined below.

Legitimate User: A legitimate user (hereinafter referred to as a "User") is a person, or corporate entity or employee of a corporate entity who is:

- the owner of a Product (following its original purchase from Autograph, or an authorised Autograph distributor or reseller, or its subsequent purchase from a legitimate owner) and has accepted the terms of this agreement
- using a Product on loan from its owner, where the owner has given their express permission and ensured that the user does so only on condition that they first accept the terms of this agreement
- using a Product under a rental agreement with its owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement

- using a Product under a temporary evaluation arrangement with its owner (which may be Autograph or one of its authorised distributors or resellers), for a period determined by the owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement

Hardware: The tangible elements of the Product

Software: The operating software of the Product (whether in read only memory, on any other media or in any other form) supplied by Autograph whether installed at the factory or subsequently upgraded by yourself, an authorised Autograph distributor or reseller, or any other individual or organisation. It includes remote control software, documentation, data and any other software, including software updates, supplied by autograph.

1. General

You agree that:

- The Software is licensed, not sold, to you by Autograph for use only under the terms of this Licence on the associated Product
- All ownership rights to the Software belong to Autograph and/or to Autograph's co-developers or suppliers
- You will not copy (except as expressly authorised by this Licence or separately in writing by Autograph) or attempt to decompile, reverse engineer, disassemble, derive the source code, modify or create derived works of any aspects of the Software or hardware provided by Autograph. You accept that any attempt to do so would be a violation of the rights of Autograph, its co-developers and suppliers and constitute a breach of this agreement.
- Autograph, its co-developers and suppliers reserve all their rights not expressly granted to you.
- You will use the Software in compliance with all applicable laws, including local laws of the country or region in which you live and/or use the Software and/or download updates to the Software Parts of the Software and Product hardware are protected by international patents either granted or pending and other intellectual property rights. No licence is granted by this document for use beyond the licensed use of the Software. Violation is subject to damages under applicable laws.

2. User Licence

You, the User, are entitled to use all parts of the Software for the duration of the life of the Product.

If the Product is sold on to a third party a new user is entitled to the same use, that is to use all parts of the Software for the duration of the life of the Product, provided that they agree to all the terms of this Licence.

3. Additional Charge Items

From time to time Autograph, or third parties authorised by Autograph, may make available software which by reason of third party licensing or specific extra cost of development or other reason, may be subject to additional charges for use. At its sole discretion Autograph may issue separate licence agreements regarding evaluation or use for such additional charge items. If Autograph does not issue a separate licence agreement with any additional charge item then the

software embodied in that additional charge item will fall under the provisions of this Software Licence Agreement.

4. Limitations of Use

The Software must not be used for any illegal purposes and especially not for any use involving breach of copyright. The Software is not licensed for use in any life-critical application. You acknowledge that the Autograph Software is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the Autograph software or services could lead to death, personal injury, or severe physical or environmental damage. Any such use is entirely at the risk of the user and the user must hold Autograph harmless for any claim arising from such use.

5. Limitations of Liability

You, the User, expressly acknowledge and agree that:

- to the maximum extent permitted by applicable law, use of the Autograph Software is at your sole risk and that the entire risk as to satisfactory quality, performance and accuracy is with you
- you have evaluated the Software together with the hardware and accepted its suitability for your application

To the maximum extent permitted by applicable law, Autograph hereby disclaims all warranties and conditions with respect to the Software and any services performed by use of the Software, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, non-infringement of third party rights or other implied warranties or conditions.

No oral or written information or advice given by Autograph or by an authorised Autograph distributor, reseller or representative shall create a warranty of any kind.

Should the Software prove defective or unsuitable for your application, you will assume the entire cost of all necessary correction, servicing or repair.

Users of Autograph products who upgrade to this Software from a previous version should note that Autograph has no requirement to supply free of charge upgrades but does so in the interest of adding additional functionality and improvements for the benefit of its customers. In the event that a change of functionality is made that is not of benefit to you, your sole recourse is to revert to a previous version of the Software as already properly used under licence and accepted for use by you.

In no event will Autograph be liable for incidental, consequential, special, indirect or other damages or claims, even if its agents have been advised of the possibility of such damages, resulting from the breach of any express or implied warranty. Such damages may include but are not limited to the following:

- any loss of profit or any other commercial damage
- partial or total loss of data incurred whilst using the Product
- the cost of recovery of lost data
- inability to use or to continue to use the Product itself or any connected device

- damage to property
- damage based on inconvenience, loss of time or interrupted operation

and, to the extent permitted by law, damages for personal injury.

In no event will Autograph's liability for any damages to the User, purchaser or any other person exceed the price paid for the Product, regardless of any form of the claim.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.

6. Termination of Licence

This Licence is effective until terminated. Breach of any terms of this Licence by an owner or user of a Product will automatically terminate the Licence. The Licence is also terminated if the Product is returned under warranty or in exchange for a full or partial refund or in exchange or part-exchange for another product. Upon termination you will cease all use of the Software and destroy or return any copies of the Software to Autograph. Sections 1, 3, 4, 5, 6, 8, 9, 10 and 11 of this Licence shall survive any such termination.

7. Force Majeure

Autograph will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that are caused by an event outside of its reasonable control.

8. Waiver

If Autograph fails, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if it fails to exercise any of the rights or remedies to which it 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.

A waiver by Autograph of any default shall not constitute a waiver of any subsequent default.

No waiver by Autograph of any of the terms of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

9. Severability

If any provision of this Licence is found void, invalid or unenforceable, it will not affect the validity of the balance of the Licence, which shall remain valid and enforceable according to its terms. In the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

10. Entire Agreement

This Licence constitutes the entire agreement between you, the User, and Autograph relating to the Software and supersedes all prior written agreements and verbal or written undertakings.

Autograph will not be bound by any modification or amendment of this Licence unless it is in writing and signed by Autograph.

You acknowledge that, in agreeing to the terms of this Licence, you have not relied on any representation, undertaking or promise given or implied from anything said or written by Autograph or by an authorised Autograph distributor, reseller or representative prior to entering into this Licence except as expressly stated in this Licence.

In the event that any translation of this Licence (from its original in UK-English language version) is carried out for different countries and there is a dispute between the UK-English and any non UK-English version, the UK-English version of this Licence shall take precedence, to the extent not prohibited by local law in your jurisdiction.

11. Governing Law

This Licence shall be construed, interpreted, and governed by the laws of England. This Licence shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.