

## License conditions

### 1. OBJECT OF CONTRACT:

The MAGIX product accompanying this license is licensed to you by MAGIX Entertainment Products GmbH on a non-exclusive basis. This license allows you to use the software and the sound-files on a single computer with CPU or in networks with a file server. If a programme package contains more than one media form, the licensing is restricted to only one media form. MAGIX Entertainment Products GmbH retains title, copy rights or other protection rights to the software. You recognise that the licensor retains title and all copy rights to the software, sound files, security copies and related documentation. You may not distribute, rent or lease the software including the sound files neither for payment nor free of charge. For each kind of warranty the product has to be registered with MAGIX Entertainment Products GmbH with a registration card or by fax. The buyer of the programmes holds entire responsibility for the contract-based application of the licensed programmes.

### 2. COPY PROHIBITION:

You must not copy neither the licensed programme nor the written documentation, entirely or partly, except for the purpose of security copies.

### 3. TRANSFER OF RIGHTS AND ADDITIONAL AGREEMENTS:

Any transfer of rights and obligations arising from this contract to third parties is prohibited unless MAGIX Entertainment Products GmbH agrees to it. No other explications given by MAGIX or MAGIX employees verbally or in writing can affect or question the effectiveness of the present license conditions.

### 4. PROHIBITION OF MODIFICATION:

You or any third party must not bring any changes to the licensed software. You must not dissolve the software into its components, not modify the object code, decode, imitate or use the software in any other way than determined in this license agreement.

### 5. USE OF SOUND AND VIDEO FILES ON ARTISTPOOL CD ROMs:

You may use the sound and video files of the Artistpool CD ROMs for non-commercial purposes only. These sound and video files may be used and processed in connection with MAGIX Software programs in any manner for personal purposes. Any commercial use of the Software and/or the sound and video files is only permitted after written approval by a duly authorized representative of MAGIX. Any commercial use of both the original files or modified files or works which are created with the MAGIX music files, or any other form of commercial use, is prohibited.

6. USE OF ALL SOUND FILES EXCEPT THE FILES ON THE ARTISTPOOL CD ROMs: All created works can be used royalty-free for commercial or personal purposes as long as they were created with the MAGIX Soundpool CD ROMs exclusively and under the condition that they visibly contain the reference "MAGIX CREATION". You will find the logo "MAGIX CREATION" on our website <http://www.magix.com>. If you do not have internet access, call MAGIX and you'll receive the logo by mail.

### 7. CLAIM FOR DAMAGES:

MAGIX Entertainment Products GmbH retains all protection and copy rights to the licensed software and the sound files. You may be held liable by MAGIX Entertainment Products GmbH for any infringement of the protection rights which is caused by you.

### 8. WARRANTY AND LIABILITY:

You have to be aware that according to the modern state of technology errors in software programmes and the related documentation cannot be excluded. For this reason this contract applies to a software principally applicable in the sense of the programme description and user guide. The customer has the right to return defective software to the supplier and demand delivery of a new programme version in case of any discrepancies between the programmes and the programme descriptions within 30 days from handing over. If a subsequent reconditioning is not possible or if subsequent reconditioning fails three times, the customer has the right to cancel the contract with any existing copies having to be destroyed. Any other claims beyond are excluded. Subsequent reconditioning also includes the delivery of a new programme version with different performance. If the customer refuses accepting a new programme version, MAGIX Entertainment Products GmbH is released from all obligations. MAGIX Entertainment Products GmbH does not warrant that the

programmes are absolutely error-free or that the functions contained in the software will meet the customer's requirements, or that the chosen ones function in combination with other programmes, even not if the value or efficiency of the applications described in the product offer and thus to anticipate is eliminated or considerably diminished. MAGIX Entertainment Products GmbH cannot be held liable for errors or damage to technical equipment or devices arising from the use of the data medium provided with the license product. Under no circumstances, excluding gross negligence or deliberate action, holds MAGIX Entertainment Products GmbH any liability for loss of business profits, for damage to or loss of saved data as well as liability for other direct or indirect consequential damage. Potential claims are limited to the paid license fee. In any case, all warranty claims expire six months after delivery.

#### 9. LICENSE CONDITIONS OF OTHER PRODUCERS:

If the license product contains an additional software or an additional software is enclosed to the license product, the conditions for application and license of producers who supplied the additional software are valid.

#### 10. SUPPORT:

Registered users will be provided with electronic Internet support. This free support covers all advice to clarify installation questions or to solve installation problems via Internet or E-mail.

#### 11. VALIDITY OF CONTRACT CONDITIONS:

Should one or several terms of this contract be or become invalid, the validity of the entire contract is not affected. Invalid terms will be replaced by an alternative term which comes nearest to the initially intended purpose. The place where the contract has to be fulfilled regarding delivery in Europe is Munich. Court of jurisdiction is Munich only. The law of the Federal Republic of Germany applies.