

## Legal Information

**IMPORTANT: THIS SOFTWARE IS A DEMONSTRATION COPY PROVIDED BY SPINFREE FOR DEMONSTRATION AND EVALUATION PURPOSES ONLY. PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. THIS SOFTWARE IS NOT FOR RESALE.**

1. License. SPINFREE ("SPINFREE") grants to the Licensee to whom this Audiofile package is provided a nonexclusive, nontransferable license to use the Audiofile software and other included software (collectively the "Software") and its documentation for demonstration and evaluation purposes in accordance with this License. SPINFREE or SPINFREE's Licensors retain title to the Software and related documentation. This License allows one (1) User (as defined below) to use the Software for demonstration and evaluation purposes only. A "User" is the Licensee, if Licensee is an individual, or a current employee of Licensee, if Licensee is a corporation or similar business or commercial entity. Subject to the limitations of this Agreement, the User may only use the Software on (i) any central processing unit ("CPU"), workstation or portable which is owned or controlled by Licensee and (ii) any CPU, workstation or portable owned by the User.

2. Restrictions. This License is proof of the right to exercise the rights granted herein and must be retained by Licensee. Licensee may not rent, lease or otherwise transfer the Software or its documentation. Licensee may make a reasonable number of back-up copies. The Software contains copyrighted material, trade secrets and other proprietary material. Licensee must reproduce on all copies of the Software the copyright notices and any other proprietary legends that were on the original copy of the Software. Licensee shall not, without the prior written permission of SPINFREE, nor permit anyone else to, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form, or to modify, network, rent, lease, loan, distribute, or create derivative works based upon the Software or the documentation in whole or in part. Notwithstanding, if the Software is lawfully acquired outside of the United States within a jurisdiction which is a member of European Economic Community (EEC) subject to the EEC Council Directive of May 14, 1991, Licensee agrees that within that jurisdiction it shall not, and shall not allow any party on Licensee's behalf, to attempt to reverse engineer or decompile the Software into another computer language, except as expressly and specifically provided in the EEC Council Directive of May 14, 1991. Any and all information obtained during such lawful reverse engineering and/or decompiling activities, including but not limited to, the organization, logic, algorithms and processes of the Software, shall be deemed to be the confidential and proprietary information of SPINFREE or its Licensors. Licensee shall not make copies of the copyrighted Software documentation without the prior written permission of SPINFREE.

3. Termination. Licensee may terminate this License at any time by notifying SPINFREE or the reseller which provided the Software to the Licensee, and destroying all copies of the Software in the possession of the Licensee. This License will terminate immediately without notice from SPINFREE if Licensee fails to comply with any provision of this License. Upon such termination, Licensee must destroy all copies of the Software in the possession of the Licensee.

4. Export Law Assurances. Licensee agrees and certifies that neither the Software nor any other technical data received from SPINFREE, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software nor any other technical data received from SPINFREE, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software. The Software may not be exported to any of the following countries: Cuba, Iran, Iraq, Libya, North Korea, Serbia, Montenegro or Syria.

5. Disclaimer of Warranty. THE SOFTWARE IS A DEMONSTRATION VERSION FOR DEMONSTRATION AND EVALUATION PURPOSES ONLY, AND MAY NOT BE SOLD. Licensee expressly acknowledges and agrees that the use of the Software and its documentation is limited to such purposes, and that such use is at Licensee's sole risk. The Software, documentation and technical support are provided "AS IS" and without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, SPINFREE AND SPINFREE's LICENSOR(S) (FOR THE PURPOSES OF THIS DISCLAIMER AND THE LIMITATION OF LIABILITY SET FORTH BELOW, SPINFREE AND SPINFREE's LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS SPINFREE) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SPINFREE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE

CORRECTED. FURTHERMORE, SPINFREE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR ITS DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SPINFREE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

6.Limitation of Liability. THE LICENSE GRANTED HEREIN IS LIMITED AND IS NOT A COMMERCIAL USE LICENSE. UNDER NO CIRCUMSTANCES SHALL SPINFREE OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF ANY USE OR INABILITY TO USE THE SOFTWARE OR ITS DOCUMENTATION.

7.No Waiver or Assignment. No delay or failure to take action under this License will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of SPINFREE, and no single waiver will constitute a continuing or subsequent waiver. This License may not be assigned, sublicensed or otherwise transferred by Licensee, by operation of law or otherwise.

8.Entire Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and its documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any additional or different terms or conditions proposed by Licensee or contained in any purchase order are hereby rejected and shall be of no force and effect unless expressly agreed to in writing by SPINFREE. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of SPINFREE.