EASE Address – End User License Agreement

AFMG is a worldwide leader in the development of software for the pro-audio industry. AFMG has developed, amongst other programs, and is the sole owner of, the Software EASE Address ("Software"). The Software is an acoustic modeling software for ceiling loudspeaker systems. It supports three-dimensional SPL mapping, automatic and manual loudspeaker layouts, time and frequency response plots as well as many other features. The Software is provided by AFMG or authorized manufacturers/providers of loudspeaker cabinets ("Authorized Distributors") in order to use the software for the design of sound systems.

EASE and AFMG are registered trademarks of AFMG Technologies GmbH. Their use is governed by AFMG's official trademark guidelines and all applicable trademark laws.

This end user license agreement ("Agreement") governs the legal relationship between AFMG Technologies GmbH, Borkumstr. 2, 13189 Berlin, Germany ("AFMG"), and the commercial end user of the Software ("User"). This Agreement does not apply for private end users. By downloading the Software from AFMG's or from the Authorized Distributors' websites, the User unconditionally accepts the terms and conditions of this Agreement.
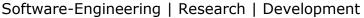
1. Subject of the Agreement

1.1. AFMG provides the Software for download from its or from the Authorized Distributors' websites free of charge for the User.

1.2. The establishment and maintenance of a functional hardware and software environment is the sole responsibility of the User. The minimum system requirement for the installation of the Software is Microsoft Windows 7.

1.3. By downloading the Software, the User also receives an English version of the help file, which is included in the download file and will be installed on the User's computer automatically in the installation process.

1.4. The Software can be used in different languages.

1.5. AFMG does not provide and has no obligation to provide the User with the source code of the Software. For the avoidance of doubt, the source code is not subject of this Agreement.

1.6. The User shall observe all instructions provided by AFMG for the installation and operation of the Software.

2. Grant of rights

2.1. AFMG grants the User a non-exclusive right to use the Software on any computer with no limitation as to time. The User may only use the Software for the intended purpose, i.e., for the design of sound systems, and only with system definitions (i.e. GLL data files) authorized by AFMG or its Authorized Distributors.

2.2. The User may transfer a copy of the Software to another party only if the other party accepts the provisions of this Agreement.

2.3. AFMG remains the sole owner of all rights, in and to the Software granted to AFMG under the German Copyright Act (Urheberrechtsgesetz) and all other applicable laws and expressly reserves all rights not granted to the User under this Agreement.

3. **Limitations of liability**

3.1. AFMG shall not be liable for any claims for damages or any claims for reimbursement of wasted expenses, regardless of the type of violation involved and regardless of the legal grounds, except:

a) In cases of damage from injury to life, body or health due to negligent breach of duty by AFMG or intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of AFMG;

b) In cases of other damage arising from a grossly negligent breach of duty by AFMG or from an intentional or grossly negligent breach of duty by a legal representative or a person used to perform an obligation of AFMG;

c) In cases involving personal injuries or damages recoverable under the German Product Liability Act (Produkthaftungsgesetz), where liability shall be governed by applicable law, regardless of default.

3.2. Except as provided in Section 3.1. above, AFMG shall not be liable for any damages, including, without limitation, financial losses of any kind.

3.3. For the avoidance of doubt, it is expressly agreed between the parties that AFMG shall not be liable for the correctness of the User's data and simulation results and any damages resulting from the use of data and simulation results generated with the Software.

4. **Indemnification**

4.1. The User shall fully indemnify AFMG from all third-party claims, which arise from any illegal, culpable use of the Software by the User. This includes in particular patent claims, copyright claims or other commercial intellectual property right claims as well as claims arising from a violation of personal rights or from the unauthorized collection, storage and application of personal data. The User will indemnify and hold harmless AFMG from all legal fees reasonably incurred by AFMG that are attributable to any such claim.

4.2. In the event the User learns or must learn that the infringement of such right is imminent, the User shall immediately inform AFMG.

5. **Jurisdiction, Governing law, final provisions**

5.1. Any disputes arising from or in connection with this Agreement shall be determined by a court of competent jurisdiction in Berlin, Germany.

5.2. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

5.3. This Agreement reflects the entire agreement between the parties. The parties have entered into no oral or written collateral agreements with respect to the subject matter hereof.

5.4. If any provision of this Agreement shall be held invalid, the validity of the remaining provisions shall remain unaffected thereby. Any invalid provision shall, to the extent permitted by law, be replaced by such valid provision as most closely reflects the commercial intent and purpose of the original provision. The forgoing shall apply respectively if any provision shall have been inadvertently omitted from this Agreement.

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