

END USER LICENSE AGREEMENT
EXACT AUDIO COPY

Copyright (C) 1998-2003 by AWSoftware - Andre Wiethoff

Software License Agreement for Exact Audio Copy

IMPORTANT- PLEASE READ CAREFULLY: BY INSTALLING THE SOFTWARE (AS DEFINED BELOW), COPYING THE SOFTWARE AND/OR CLICKING ON THE "YES" BUTTON BELOW, YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") REGARDING YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "NO" BUTTON AND/OR DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.

1. GRANT OF LICENSE: Subject to the terms below, Andre Wiethoff ("AWSoftware") hereby grants you a non-exclusive, non-transferable license to install and to use the downloadable, standard version of Exact Audio Copy ("Software").

If you are licensing the Software for non-commercial use only, your license will be free to you for the term of the Agreement and you may: (i) install and use the Software on a single computer for your personal, internal use and in no event for the benefit of a company or for-profit entity; and (ii) copy the Software for back-up or archival purposes.

If you are licensing the Software on behalf of a for-profit entity or for commercial use, your license will be free for an introductory sixty (60) day period and, should you elect to purchase the full license, will continue perpetually. During the introductory period, or the full license term, if you elect to purchase it, you may: (i) install and use the Software for your internal use on the number of computers for which you have paid license fees; and (ii) copy the Software for back-up or archival purposes.

Whether you are licensing the Software as an individual or on behalf of an entity, you may not: (i) reverse engineer, decompile, or disassemble the Software; (ii) modify, or create derivative works based upon, the Software in whole or in part; (iii) publically distribute copies of the Software without prior permission; (iv) remove any proprietary notices or labels on the Software; or (v) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to the Software without prior written permission.

2. TITLE: You acknowledge that no title to the intellectual property in the Software is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Software shall remain in AWSoftware. The Software is protected by copyright laws of Germany and international treaties.

3. UPDATES. From time to time, AWSoftware may make available updates to the Software. Installing an update will not prolong the free introductory period. All updates to the Software are governed by this Agreement, unless other license terms are provided with the update.

4. DISCLAIMER OF WARRANTY: The Software is provided to you at no, or minimal charge.

YOU AGREE THAT AWSOFTWARE HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCTS AND THAT THE PRODUCTS ARE BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. AWSOFTWARE DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

AWSOFTWARE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFIT) ARISING FROM ANY CAUSE UNDER OR RELATED TO THIS AGREEMENT.

5. LIMITATION OF LIABILITY: You must assume the entire risk of using the program.

IN NO EVENT SHALL AWSOFTWARE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE AWSOFTWARE SOFTWARE, EVEN IF AWSOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AWSOFTWARE'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO YOU AT NO CHARGE YOU AGREE AWSOFTWARE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

6. TERMINATION: This Agreement shall terminate automatically if you fail to comply with the limitations

described in this Agreement, or if you are licensing the Software on behalf of an entity and do not elect to continue the license following the expiration of the introductory period. No notice shall be required from AWSOFTWARE to effect such termination. Upon termination, you must uninstall and destroy all copies of the Software.

7. MISCELLANEOUS:

Severability.

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

Export.

You agree that you will not export or re-export the Software outside of the jurisdiction in which you obtained it without the appropriate German or foreign government licenses.

Governing Law.

This Agreement will be governed by the laws of Germany and to be performed entirely within Germany. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

Entire Agreement.

You agree that this is the entire agreement between you and AWSOFTWARE, which supersedes any prior agreement, whether written or oral, and all other communications between AWSOFTWARE and you relating to the subject matter of this Agreement.

Reservation of rights.

All rights not expressly granted in this Agreement are reserved by AWSOFTWARE.

AWSsoftware - Andre Wiethoff
webmaster@exactaudiocopy.de
<http://www.ExactAudioCopy.de/>