License Information

END-USER LICENSE AGREEMENT FOR AVSAudioUtilities

IMPORTANT-READ CAREFULLY: This License Agreement is a legal Agreement between you and AVSMedia for AVSAudioUtilities

By installing, copying, or otherwise using and testing AVSAudioUtilities, you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use AVSAudioUtilities.

Any reproduction or redistribution of AVSAudioUtilities or any of its components not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties.

AVSAudioUtilities is licensed on a per-user basis. There are 3 basic types of licenses issued for AVSAudioUtilities, these are:

Single User License. Allows to use AVSAudioUtilities on a Single computer. One license is required per a computer. Multi-User License. Allows to use AVSAudioUtilities on Ten computers. Five single licenses have to be purchased to obtain this type of license.

Site Wide License. Allows to use AVSAudioUtilities on Unlimited number of computers at a single physical address. Ten single licenses have to be purchased to obtain this type of license.

Your rights and obligations with respect to the use of AVSAudioUtilities or any of its components are as follows:

You may

- 1. Install and use one copy of AVSAudioUtilities on a single computer. The primary user of the computer on which AVSAudioUtilities is installed may make a second copy for his or her exclusive use on a home or portable computer.
- 2. Store or install a copy of AVSAudioUtilities on a storage device, such as a network server, used only to install or run AVSAudioUtilities on your other computers over an internal network. However, you must acquire and dedicate a license for each separate computer on which AVSAudioUtilities is installed or run from the storage device. A license for AVSAudioUtilities may not be shared or used concurrently on different computers.
- 3. If you have acquired a multi-user or site license for the AVSAudioUtilities, you may make a number of additional copies of AVSAudioUtilities, and you may use each copy in the manner specified above. You are also entitled to make a corresponding number of secondary copies for home or portable computer use as specified above.
- 4. Receive support by e-mail to answer questions and solve problems referred to the program.

You may not:

- 1.Use, copy, modify, or transfer copies of AVSAudioUtilities except as provided for in this License.
- 2. Remove any proprietary notices or labels from AVSAudioUtilities.
- 3. Reverse engineer, decompile, disassemble or make derivative works based on AVSAudioUtilities (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation).
- 4. Rent, lease, sublicense or assign AVSAudioUtilities or any copy thereof, including any related documentation.
- 5. Separate AVSAudioUtilities component parts for use on more than one computer.
- 6. Distribute the license key in any way.
- 7. Make any attempt to discover the source code of AVSAudioUtilities.

NO WARRANTIES.

AVSMedia expressly disclaims any warranty for AVSAudioUtilities.

AVSAudioUtilities AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE Of AVSAudioUtilities REMAINS WITH YOU.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL AVSMEdIA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR OF INABILITY TO USE AVSAudioUtilities.

COPYRIGHT NOTICE. Copyright(C) 2001-2004 NCT Company Ltd., All rights reserved.

Any rights not expressly granted herein are reserved.