

Dolet 6 for Sibelius

Software License Agreement

IMPORTANT! Before downloading or using this Software and Documentation, you should carefully read the following terms and conditions which contain terms relating to limitation and exclusion of liability. By clicking on the "I accept" button at the end of this agreement or by downloading or using the Licensed Materials, you indicate your acceptance of the following Software License Agreement ("Agreement"). If you do not accept the terms and conditions of this Agreement, you should make no further use of the Licensed Materials. The Licensed Materials are licensed only on the condition that the licensee (referred to in this Agreement as "You") agrees with MakeMusic, Inc. (referred to in this Agreement as "MakeMusic") to the terms and conditions set forth in the following legal agreement.

If you are making use of the Software in your capacity of employee/representative of a company or organization, you warrant that you are authorized to legally bind such company or organization. If you are not so authorized, please obtain acceptance of this Agreement from an authorized representative.

1. License Grant. MakeMusic will grant You a nontransferable, nonexclusive license to use Dolet 6 for Sibelius in source code form (the "Licensed Software") and the accompanying documentation (the Licensed Software and the documentation, if any, are referred to in this Agreement as the "Licensed Materials"), if You agree to the following terms and conditions. If you are an entity, MakeMusic grants you the right to designate one individual within your organization to have the sole right to use the Licensed Materials in the manner provided above. **YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE LICENSED MATERIALS, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT.**
2. Term; Termination. This Agreement is effective from the date on which You download the Licensed Software. This Agreement may be terminated by You at any time by destroying the Licensed Materials, together with all copies. It will also terminate automatically and without notice if You fail to comply with any term or condition of this Agreement. On termination of this Agreement, you agree to promptly destroy the Licensed Materials, including without limitation, all printed copies and delete all electronic copies of any documentation that you have downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Licensed Software screens, data, or other content remain archived or otherwise stored on your computers. Notwithstanding termination, the provisions of Sections 3, 5, 7, 8 and 9(b) of this Agreement shall survive and continue to apply.
3. Ownership. The Licensed Materials are the sole and exclusive property of MakeMusic. The Licensed Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You agree not to remove any copyright notice from the Licensed Materials. Except as expressly provided herein, MakeMusic does not grant any express or implied right to you under MakeMusic patents, copyrights, trademarks, or trade secret information.
4. Copy Restrictions. (a) You are authorized to: (i) use one copy of the Licensed Software on a single computer. The Licensed Software is in "use on a computer when it is loaded into the temporary memory (RAM) or installed onto permanent memory (hard disk, CD-ROM, or other storage device) of that computer; (ii) maintain one copy of the Licensed Software for archival purposes, or copy the Licensed Software onto the hard disk of your

computer and retain the original for archival purposes; (iii) Home Use: The primary user of the computer on which the Licensed Software is installed or used may also install the Licensed Software on one home or portable computer. However, the Licensed Software may not be used on the secondary computer by another person at the same time the Licensed Software on the primary computer is being used.

(b) You are not authorized to: (i) sublicense, rent or lease any portion of the Licensed Software; (ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Licensed Software, create derivative works from the Licensed Software or otherwise use the Licensed Materials except as stated in this agreement; (iii) copy the documentation; (iv) assign this Agreement or transfer the Licensed Materials; (v) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Licensed Materials; or (vi) distribute, sublicense, or transfer the source code form of any components of the Licensed Materials and any derivatives thereof to any third party.

5. Protection and Security. You agree to use your best efforts and take all reasonable steps to safeguard the Licensed Materials to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form shall be made. You acknowledge that the Licensed materials contain valuable, confidential information and trade secrets and that unauthorized use and/or copying are harmful to MakeMusic.
6. Duty to Backup Data. IT IS YOUR RESPONSIBILITY TO MAINTAIN PERIODIC BACKUP COPIES OF ALL DATA AND PROGRAMS USED IN CONJUNCTION WITH THE LICENSED SOFTWARE TO PREVENT CATASTROPHIC LOSS.
7. Limitation of Liability. (a) Because MakeMusic cannot know the purposes for which You acquired the Licensed Software or the uses to which You will put the Licensed Software, You assume full responsibility for the selection of the Licensed Software and for its installation and use and the results of that use. You are not entitled to receive damages from MakeMusic for any cause relating to this Agreement, to your use of the Licensed Software, to any services provided by MakeMusic under this Agreement, or to any services provided by any third party in connection with your use of the Licensed Software. In addition, in no event shall you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with MakeMusic or with the distribution, operation, development, or performance of the Licensed Software or any related products.

(b) IN NO EVENT SHALL MAKEMUSIC BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE LICENSED SOFTWARE. IN NO EVENT SHALL MAKEMUSIC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(c) YOU AGREE NOT TO USE THE LICENSED SOFTWARE IN ANY SITUATION

WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR. YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE LICENSED MATERIALS.

8. Warranty Disclaimers. (a) MAKEMUSIC MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE LICENSED SOFTWARE AND IT IS LICENSED "AS IS." THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. MAKEMUSIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) Some states and/or countries do not allow limitations on how long an implied warranty lasts, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and/or country to country.

9. General. (a) If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

(b) This Agreement is governed by and construed in accordance with the laws of the State of Minnesota. Any suit brought with respect to this Agreement may be brought ONLY in Minneapolis / St. Paul and must be filed no later than one (1) year after the acquisition date of the Software.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

10. U.S. Government Restricted Rights. The Licensed Materials are provided with RESTRICTED RIGHTS. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at 52.227-7013. The contractor/ manufacturer of this Software is MakeMusic, Inc., 7615 Golden Triangle Drive, Suite M, Eden Prairie, MN 55344-3848.