

THIS EULA (END USER LICENSE AGREEMENT) IS A LEGAL AGREEMENT BETWEEN YOU (*THE CUSTOMER*) AND KAMELEONO LTD THE DEVELOPER AND DISTRIBUTOR OF KAMELEONO MUSIC MAKING PLUGIN ENTITY (REFERRED TO AS "*WE*", "*OUR*" OR "*US*" HEREINAFTER).

BY INSTALLING OR OTHERWISE USING THE PRODUCT KAMELEONO (HEREINAFTER REFERRED TO AS "*MUSIC MAKING PLUGIN*", "*SOFTWARE*", "*PRODUCT*"), YOU AGREE TO BE BOUND BY THE TERMS OF THIS PRODUCT END USER LICENSE AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT INSTALL OR USE THE PRODUCT. "*YOU*" MEANS THE USER, THE CUSTOMER AND THE NATURAL PERSON OR THE ENTITY THAT IS AGREEING TO BE BOUND BY THESE TERMS, THEIR EMPLOYEES, AND THIRD PARTY CONTRACTORS THAT PROVIDE SERVICES TO YOU. YOU SHALL BE LIABLE FOR ANY FAILURE BY SUCH EMPLOYEES AND THIRD PARTY CONTRACTORS TO COMPLY WITH THESE TERMS.

IF YOU COMPLY WITH THE TERMS OF THIS PRODUCT END USER LICENSE AGREEMENT, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1.0 LICENSE GRANT AND USER RIGHTS

Scope of License: This license granted to you for the Product by us is limited to a non-transferable license to use the Music Making Plugin on any compatible device that you own or control. This license does not allow you to use the Music Making Plugin on any Compatible device that you do not own or control, and you may not distribute or make the Music Making Plugin available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense or otherwise transfer in whole or in part the Music Making Plugin to another party. You may not create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights to work around any technical limitations in the Music Making Plugin and these terms. You may not copy (except as expressly permitted by this license) or publish the Music Making Plugin for others to copy, decompile, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, or create derivative works of the Music Making Plugin, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Music Making Plugin). Any attempt to do so is a violation of our rights and that our licensors. If you breach this restriction, you may be subject to prosecution and damages. You may not use the Music Making Plugin in any way that is against the law. The terms of the license will govern any upgrades provided by us that replace and/or supplement the original Music Making Plugin, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Title and Ownership: We retains all rights, title, and interest in and to the Music Making Plugin and its documentation and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings in the Product and its documentation. You are not granted any rights to any of our trademarks or service marks. We retain all rights not expressly granted to you in these terms.

2.0 ACCEPTABLE USE POLICY/RESTRICTION

You agree not to misuse the Product. You may not modify, adapt, decompile, disassemble or otherwise reverse engineer the Software, except to the extent this restriction is expressly prohibited by applicable law. You may not loan, rent, lease, or license the Software, but you may permanently transfer your rights under this Agreement provided you transfer this Agreement, the Software, and all our printed materials and retain no copies, and the recipient agrees to the terms of this Agreement. Any such transfer must include the most recent update and all prior versions.

We may review your conduct for compliance with these Terms and other policies, and may suspend or delete your account on a reasonable suspicion that a violation has occurred or may occur based on your use of these Services.

3.0 PROPERTY RIGHTS

The Software and the Demos, in its entirety and each part of it, are protected by applicable copyright laws, international treaty provisions and European directives.

The User acknowledges and agrees that the Software, including but not limited to the source code, the structure and organization, and the Demos in its entirety and each part of it, are proprietary to us and/or our partners and contributors and that We and/or our partners

retain exclusive ownership of all right, title and interest in and to the Software, Demos, documentation and trademarks. As producer(s) of the databases contained in the Software and the product package of the Software, We and/or our partners and contributors retain all unique rights.

Notwithstanding the foregoing, We shall in no event claim ownership rights to new and original music made by using the Software.

The User shall not remove, modify, destroy or obscure any proprietary, trademark or copyright markings or notices. The User will take all reasonable measures to protect our proprietary rights in the Software, the Demos, documentation and devices.

Apart from this license to use the Software, the User is not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses with respect to the Software or the Demos.

All rights of any kind in the Software and the Demos, which are not expressly granted in this EULA, are entirely and exclusively reserved to and by us and/or our partners and contributors.

The User is however allowed to share the logos and artwork, which can be downloaded at the Website, meaning the User can copy, distribute and transmit them, but only for non-commercial purposes. Also the User cannot alter, transform or build upon these logos and artwork and the User has to respect our moral rights. In the event of any such reuse or distribution the User has to make these terms clear to others.

4.0 NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND ANY SERVICES PERFORMED OR PROVIDED BY THE PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY, THE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PRODUCT OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

5.0 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF COVER, SUBSTITUTE GOODS, OUT OF POCKET COSTS OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

6.0 PRIVACY POLICY

You represent that You shall comply with the terms and conditions of the our Privacy Policy, which sets forth and describes our practices with respect to the collection, use and disclosure of Information in connection with Your use of the Application. We reserve the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion.

We will post any changes to its Privacy Policy at the web address set forth in the preamble to this License. Your use of the Application following the posting of such changes to the Privacy Policy will constitute Your acceptance of any such changes.

7.0 THIRD PARTY PRODUCTS

With regard to any third party software that may be incorporated in the Software, the User shall not, nor give anyone permission to duplicate, rent, lease, alter, modify, disassemble or create derivative works based on the third party software, including the schematics, in any form or format whatsoever. Additionally, and without any prejudice to the above, the User

shall not create derivative works of the third party software and/or give anyone permission to duplicate or download (even for free), such plugins. The User acknowledges that the use of this third party software entirely falls under the scope of this EULA.

However, if the User is an educational institution, such as but not limited to a school or university, and/or has acquired the Software for educational purposes, the User acknowledges that this EULA does not extend to the use for those purposes of the third party software that may be incorporated in the Software. The User acknowledges that such use of the third party software is subject to a license agreement concluded by the User with the concerned third party or parties.

8.0 USER REMEDIES

Our sole obligation and your exclusive remedy for any breach of warranty will be, at our sole discretions, either the return of the purchase price you paid or, if you return the Product, together with all media and documentation and a copy of your receipt, to the location where you obtained it during the warranty period, the repair or replacement of the Software, media and documentation.

9.0 TERMINATION

We may immediately terminate this EULA without prior notice, should the User's conduct fail to conform to the terms and conditions of this EULA or of any other agreement with us, without prejudice to our right to claim damages.

Upon termination, the User will promptly return all copies (if any) of any and all Software and Demo to us. The User may not continue to use the Software and Demos or any portions thereof in any way and under any circumstances once this EULA has been terminated. Should this be the online version of the Software and Demos, the User will have to destroy all his copies of the Software and Demos in their entirety.

The User will not be entitled to any refund of amount paid for the use of the Software, or any other amounts for any reason.

10.0 DISCLAIMER

Subject to the other provisions in this article, We warrant to the User that the media on which the Software is recorded will be free of defects in material and workmanship under normal use for a period of thirty (30) days from purchase, and that the Software and Demos will perform substantially in accordance with the user guide for a period of thirty (30) days from purchase. Our sole responsibility under this warranty will be, at its option, (i) to use reasonable efforts to correct any defects that are reported to it within the foregoing warranty period; or (ii) to refund the full purchase price. We do not warrant that the Software will be error free, nor that all program errors will be corrected. In addition, We make no warranties if the failure of the Software or Demos results from accident, abuse, malfunctioning system, not meeting the minimum system requirements, misapplication or any other circumstances out of our control. All requests for warranty assistance shall be directed to us.

The software is only distributed by downloading. The "demo" version is only limited by functionality that shall not be breached. Therefore we generally advise that the program should be thoroughly tested with non-critical data before relying on it. The User must assume the entire risk of using the program. This disclaimer of warranty constitutes an essential part of the EULA.

In no event shall we, or our principals, shareholders, officers, employees, affiliates, contractors, distributors, subsidiaries, partners, contributors or parent organizations, be liable for any incidental, consequential, or punitive damages whatsoever relating to the use of the Software, the Demos, or the User's relationship with us.

In addition, in no event shall we authorize the User to use the Software in applications or systems where the Software's failure to perform can reasonably be expected to result in a significant physical injury, or in loss of life. Any such use by the User is entirely at the User's own risk, and the User agrees to hold us harmless from any claims or losses relating to such unauthorized use.

11.0 COMPATIBILITY

We do not warrant that the Application will be compatible or interoperable with Your device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent the damage to Your Device, loss of the data located on Your Device, and Corruption of the software and files located on Your Device, You acknowledge and agree that we and our affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

12.0 INDEMNITY

The User agrees to defend, indemnify and hold us harmless, or our agents, principals, shareholders, officers, employees, affiliates, contractors, distributors, subsidiaries, partners, contributors or parent organizations, for any claim, demand or action made by any third

party, irrespective of the nature of the claim, demand or action, alleging loss, costs, damages, expenses, or injury (including injury from death) resulting from the User's authorized or unauthorized use, possession, modification, or alteration of the Software or the Demos.

We reserve the right to defend or settle itself, without the User's consent, of the claims, demands or actions brought against us, our agents, principals, shareholders, officers, employees, affiliates, contractors, distributors, subsidiaries, partners, contributors or parent organizations, at the User's expenses, including all associated costs, expenses and liabilities, including, without limitation, attorney's fees and the User will provide all useful assistance, at the User's own cost, to us in defending or settling the claims, demands or actions and assume all liability.

13.0 ASSIGNMENT

The User may not assign or try to assign or sublicense or otherwise deal with any of the rights and obligations under this EULA.

We shall be entitled to freely assign, at any time and without the User's prior consent, any or all of its rights and obligations under this EULA to any third party at its discretion whether or not as part of the transfer of all or a substantial part of its business. We will notify the User of any such assignment within one (1) month after such assignment becomes effective. The EULA will be binding on, and inure to the benefit of, our successors and/or assigns.

14.0 WAIVER

Our failure to exercise or enforce any of our rights under this EULA is not to be taken as or deemed to be a waiver of that right.

15.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16.0 AMENDMENTS TO THIS AGREEMENT

We reserve the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

17.0 GOVERNING LAW

This EULA shall be governed and enforced in accordance with the laws of the country where the developer is located, excluding its conflicts of law / rules, shall govern this Agreement and your use of the Software. Your use of the Software may also be subject to Federal laws, Copyright laws, Intellectual Property laws and all International laws.

18.0 END USER ACKNOWLEDGEMENT

The User acknowledges to have read and understood this EULA and agrees to be bound by its terms. The express terms of the EULA are in lieu of all implied warranties of merchantability, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

CONTACT US

Website: <https://www.midimood.com>

Email: support@midimood.com