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THE MUSIC PRODUCER END USER LICENSE AGREEMENT

This is an End User License Agreement, hereinafter referred to as "EULA", between The Music Producer LLC (limited liability company) registered in the state of Florida, with registered office at 1410 20th St. Miami Beach FL 33139 and You, that applies, if not specified otherwise, to present and future versions of THE MUSIC PRODUCER and related software products as well as any updates, upgrades or maintenance releases of that software that are distributed by The Music Producer, hereinafter referred to as the "Software"; and the demo songs contained in the product package of the Software, including but not limited to digitally recorded sounds, samples, loops, rhythm patterns or patches and digitally reproduced music, hereinafter referred to as the "Demo Songs".

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You expressly declare and warrant that you have the legal authority and capacity to enter into this EULA and that the information that has been and will be provided to The Music Producer is true and complete and that you will update such information promptly in case of changes.

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On the other hand, without any prejudice to the above, you shall, (iv) abide by all laws in the course of using the Software and shall not use the Software for illegal purposes, and in general you shall use the Software in good faith and under conditions that can be considered as normal use, (v) take all commercially reasonable precautions to prevent unauthorized use or misuse of the Software, (vi) be liable, to the extent possible by law, for holding The Music Producer and/or its contractors harmless for damages resulting from unauthorized and/or non-compliant use of the Software within your area of control, (vii) make no copies of the Software or documentation, other than the back-up copy as stated under the "Your User Rights" part of this EULA, (ix) use the Software to violate any laws or statutes.

You shall also not, nor give anyone permission to (i) duplicate, rent, lease, modify, disassemble or create derivative works based on the Demo Songs, (ii) synchronize the Demo Songs with any videotape or film, or print the Demo Songs in the form of standard music notation, (iii) use the Demo Songs for broadcast or transmission of any kind, resell or redistribute the Demo Songs "as is" (i.e., stand alone) in any way, including for use in sampling or sample playback units, or in any sound library product, or in any radio or television broadcast, soundtrack, film or other commercial product in any media, whether the Demo Songs remain in their original form or are reformatted, mixed, filtered, re-synthesized or otherwise edited.

On the other hand, without any prejudice to the above, you shall (i) abide by all laws in the course of using the Demo Songs and not to use the Demo Songs for illegal purposes, and in general to use the Demo Songs in good faith and under conditions that can be considered as normal use, (ii) take all reasonable precautions to prevent unauthorized use or misuse of the Demo Songs, (iii) be liable, to the extent possible by law, for holding The Music Producer and/or its partners harmless for damages resulting from unauthorized and/or non-compliant use of the Demo Songs within your area of control.

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The Music Producer may immediately terminate this EULA without prior notice, should your conduct fail to conform to the terms and conditions of this EULA or of any other agreement with The Music Producer. Upon termination, you will promptly return all copies (if any) of any and all Software to The Music Producer. You may not continue to use any portions of the Software in any way and under any circumstances this license has been terminated. You will not be entitled to any refund of amount paid for the use the Software, or any other amounts for any reason.

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The express warranty set forth in the above provision is the only warranty given by The Music Producer with respect to the entire product package including Software, Demo Songs, Samples and all accompanying files, data and materials. The Music Producer makes no other warranties.

The Music Producer disclaims all warranties, either express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose or title or warranty of non-infringement of any intellectual property or warranty against computer viruses. The Music Producer does not represent nor warrant that any service will at any moment be uninterrupted or fault-free.

Good data processing, data transformation or data modeling procedure dictates that any program 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 agreement.

In no event shall The Music Producer, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any incidental, consequential, or punitive damages whatsoever relating to the use of the Software, the Demo Songs, or your relationship with The Music Producer.

In addition, in no event does The Music Producer authorize you 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 you is entirely at your own risk, and you agree to hold The Music Producer harmless from any claims or losses relating to such unauthorized use.

INDEMNITY

You agree to defend, indemnify and hold harmless The Music Producer, or its agents, principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, 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 your authorized or unauthorized use, possession, modification, or alteration of the Software, Demo Songs or Samples.

The Music Producer reserves the right to defend or settle itself, without your consent, of the claims, demands or actions brought against The Music Producer, its agents, principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, at your expenses, including all associated costs, expenses and liabilities, including, without limitation, attorneys' fees and you will provide all useful assistance, at your own cost, to The Music Producer in defending or settling the claims, demands or actions and assume all liability.

NON ASSIGNMENT

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

COMPLETE AGREEMENT

This Agreement is the complete statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.

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The Music Producer respects and protects your privacy. The information collected during the installation, use or distribution of the Software will be used for the sole purpose of the proper functioning of The Music Producer services. The Music Producer fully complies with laws on privacy protection in relation to the processing of personal data as modified by the law of December 11, 1998, implementing the European directive of October 24, 1995. Unless otherwise agreed, IL shall not sell nor transfer your personal data to any third party. All requests about privacy should be sent at info@themusicproducer.com.

WAIVER

The failure of The Music Producer to exercise or enforce any of its rights under this EULA is not to be taken as or deemed to be a waiver of that right.

SERVERABILITY

Part or all of any clause of the EULA that is unenforceable, invalid or illegal will be severed from this EULA and will not in any way affect the validity, legality and enforceability of the remaining provisions contained herein. Any such unenforceable, invalid or illegal provision, term or condition shall be reformed only to the extent necessary to make it enforceable, valid or legal and shall be substituted by a new provision which reflects the original purpose and comes as close as possible to the original purpose of the invalid, illegal or unenforceable provision term or condition upon which the parties can agree upon without violation of any law or statutory provision.

Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this License.

AMENDMENT OF THE AGREEMENT

The Music Producer shall have the right to amend, modify or alter the present EULA from time to time without prior notice.

APPLICABLE LAW AND JURISDICTION

The enforceability, construction, interpretation, and validity of this EULA shall be governed by the laws of the United States of America and the European Union. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in courts located in the state of Florida, and you consent to such jurisdiction and court.

END USER ACKNOWLEDGEMENT

You acknowledge that you have read and understood this EULA and agree 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.