

ABSTRACTION 01

LICENSE AGREEMENT

GALBANUM, INC. PRODUCT LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND GALBANUM, INC. ("GALBANUM"). IT GOVERNS YOUR USE OF GALBANUM'S "ABSTRACTION 01" PRODUCT AS SUPPLIED TO YOU BY GALBANUM. READ THIS AGREEMENT CAREFULLY BEFORE YOU CLICK ON THE "I ACCEPT" BUTTON BELOW. BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THIS PRODUCT OR ANY PART OF ITS CONTENTS, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

LICENSE. Subject to all the terms and conditions of this Agreement, you (an entity or a person) may use the version of the Galbanum product accompanying this Agreement, and any user documentation provided, whether in printed, "online" or electronic form (collectively, the "Product"), either on a stand-alone computer or on a network, on any one computer at any one time. If more than one user will be using the Product at any one time, you must obtain from Galbanum an additional license for each additional concurrent user of the Product. The Product is "in use" on a computer when loaded into memory (RAM). If the Product is an upgrade, you must have a license for the product from which it is upgraded. If you receive the Product in more than one media, that does not affect the number of licenses you are receiving or any other term of this Agreement.

OWNERSHIP. The copyrights, patents, trade secrets and all other intellectual property rights in the Product and documentation (including any images, photographs, animations, video, audio, music, waveform data, text files, and all other resources incorporated in them) are owned by Galbanum or its suppliers and are protected by the copyright, patent and other laws of the United States and other countries and by international treaty provisions. Galbanum retains all rights not expressly granted in this Agreement. The provided contents of the Product are produced exclusively by Galbanum and remain intellectual property of Galbanum. This agreement grants you use of this property, and establishes the conditions of this use.

CONDITIONS OF USE: This Product can be used for commercial or non-commercial music and audio productions including synchronization/scoring work without the prior or additional permission from Galbanum under the terms of this agreement. All other uses of the contents of this product are also granted without condition, with one exception. This exception is namely: Galbanum expressly disallows any part of this product or its contents to be used directly and specifically for the production of commercial content libraries, which use contents from this product either in their exact form/state or in forms/states which are clearly derived from parts of this product. Translating or reverse engineering and redistributing this product or any part of its contents for 3rd party applications is also forbidden. All other similar use is also forbidden. Generally any desired use of this product, its contents, or direct derivatives for purposes of the production and commercial exploitation of audio-visual content libraries, software instruments and applications, synthesizers, DSP applications, or similar products, is not granted under the terms and scope of this agreement. This type of use may be granted, at the sole discretion of Galbanum, on a case by case basis under additional licensing terms agreeable to both parties if any potential third party expresses such interest. Interested parties should contact Galbanum via e-mail to discuss said interests.

OTHER RESTRICTIONS. You may not modify, adapt, decompile, disassemble or otherwise reverse engineer the Product, except to the extent this restriction is expressly prohibited by applicable law. You may not loan, rent, lease, or license the Product, but you may permanently transfer your rights under this Agreement provided you transfer this Agreement, the Product, and all accompanying 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.

LIMITED WARRANTY. Galbanum warrants that, for a period of thirty (30) days from your date of receipt, the Product will substantially conform to the applicable user documentation provided with the Product. Any implied warranties which may exist despite the disclaimer herein will be limited to thirty (30) days. This Limited Warranty is void if failure of the Product is due to accident, abuse or misapplication. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so this limitation may not apply to you.

DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GALBANUM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GALBANUM DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. The Limited Warranty set forth herein gives you specific legal rights, and you may have others under applicable law, which may vary depending on your location. No dealer, distributor, agent or employee of Galbanum is authorized to change or add to the warranty and remedies set forth herein. Any other software furnished with or accompanying the Product is not warranted by Galbanum.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GALBANUM WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS FOR LOSS OF PROFITS, BUSINESS, GOODWILL, DATA OR OTHER ASSETS, OR COMPUTER PROGRAMS) EVEN IF GALBANUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GALBANUM BE LIABLE FOR ANY AMOUNTS EXCEEDING THE AMOUNTS RECEIVED FROM YOU FOR YOUR LICENSE OF THE SOFTWARE.

TERMINATION. The Agreement will terminate automatically if you fail to comply with any of its terms. On termination, you must destroy all copies of the Product.

By clicking the "Agree" button, or by purchasing, downloading, installing or otherwise using this product or any part of its contents, you indicate that you understand and accept these terms. If you do not accept these terms, please cancel the installation.