

## End User Software License Agreement

### Part 1: Instant Orchestra

Please read the terms of the following software licensing agreement before using this sample collection. By installing and loading these products on your computer you acknowledge that you have read this license agreement, understand the agreement, and agree to its terms and conditions. If you do not agree to these terms and conditions, do not install or use the sounds contained herein. This is the complete agreement between you and Garritan Corporation that supersedes any other representations or prior agreements, whether oral or in writing.

An important thing to understand is that YOU ARE OBTAINING A LICENSE FOR YOUR USE ONLY - THE SOUNDS DO NOT BELONG TO YOU. The sounds, samples and programming in the Instant Orchestra library remain the sole property of Garritan Corporation and are licensed (not sold) to you.

#### What You Can Do:

You can use these sounds in music productions, public performances, and other reasonable musical purposes within musical compositions. You can use these sounds in your own musical compositions as much as you like without any need to pay Garritan Corporation or obtain further permission. If you do use these sounds, we ask that in any written materials or credits accompanying your music that utilizes material from the Instant Orchestra library (CD booklet, film credits, etc), that you include the following courtesy credits: "Orchestral samples used in this recording are from the Garritan Instant Orchestra," or a similar credit where practicable.

#### What You Cannot Do:

The enclosed sounds cannot be re-used in any other commercial sample library or any competitive product. You are absolutely forbidden to duplicate, copy, distribute, transfer, upload or download, trade, loan, reissue or resell this library or any of the contents in any way to anyone. You cannot redistribute them through an archive, nor a collection, nor the Internet, nor a binaries group, nor a newsgroup, nor any type of removable media, nor through a network. The sounds and samples contained herein cannot be edited, modified, digitally altered, re-synthesized or manipulated without direct written consent of Garritan Corporation.

#### Disclaimers and Conditions

A right to use Garritan Instant Orchestra library is granted to the original end-user only, and this license is not transferable unless there is written consent of Garritan Corporation and possible payment of an additional fee. The sounds of the Garritan Instant Orchestra library will only work with the bundled Garritan ARIA Player and will not work with any other sampler. Licensor will not be responsible if the contents of this disc do not fit the particular purpose of the Licensee. Please make sure before ordering this item that it meets your needs. Information contained herein is subject to change without notice and does not represent a commitment on the part of Garritan Corporation. The sounds are licensed "as is" without warranties of any kind. Neither Garritan Corporation, nor any agent or distributor can be held

responsible for any direct, indirect, or consequential loss arising from the use of this product in whatever form.

The Garritan Instant Orchestra library may not be returned for any reason other than for manufacturing defects. The terms of this license shall be construed in accordance with the substantive laws of the United States of America and/or Canada and/or the State of Washington U.S.A. All product and company names marked ® or TM are trademarks of their respective owners. The user agrees to read the manual before seeking tech support and to make sure their system meets the recommended requirements.

## Part 2: Aria Engine

PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT") FOR THE LICENSE OF Aria ("SOFTWARE") BY PLOGUE ART ET TECHNOLOGIE, INC ("Plogue"). BY INSTALLING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT INSTALL THE SOFTWARE.

1. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, PLOGUE ART ET TECHNOLOGIE hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of the Software and the accompanying documentation (the "Documentation") on any computer you personally own as a private individual, or if you bought a Corporate/School (bulk) licenses package, the amount of computers for which you paid.

2. Term. This Agreement is effective for an unlimited duration unless and until earlier terminated as set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must destroy all copies of the Software and the Documentation. You may terminate this Agreement at any point by destroying all copies of the Software and the Documentation.

3. Ownership Rights. The Software is protected by copyright laws and international treaty provisions. PLOGUE ART ET TECHNOLOGIE own and retain all right, title and interest in and to the Software, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation, or use of the Software does not transfer to you any title to the intellectual property in the Software, and you will not acquire any rights to the Software except as expressly set forth in this Agreement.

4. Restrictions. You may not rent, lease, loan, sublicense or resell the Software. You may not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works

based upon, the Software in whole or in part. All rights not expressly set forth hereunder are reserved by PLOGUE ART ET TECHNOLOGIE.

#### 5. Warranty and Disclaimer.

Except for the limited warranty set forth herein, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLOGUE ART ET TECHNOLOGIE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, PLOGUE ART ET TECHNOLOGIE MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL PLOGUE ART ET TECHNOLOGIE OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL PLOGUE ART ET TECHNOLOGIE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE PLOGUE ART ET TECHNOLOGIE CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF PLOGUE ART ET TECHNOLOGIE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

7. Miscellaneous. This Agreement is governed by the laws of Canada.

Copyright © 2001-2009 PLOGUE ART ET TECHNOLOGIE, INC. All Rights Reserved