

ENDUSER LICENSE AGREEMENT FOR THE RTW TM3-PRIMUS USB AUDIO DRIVER SOFTWARE

This End User License Agreement "EULA" is a legally binding contract between you and RTW GmbH & Co. KG, and shall apply to the use of the following Software:

RTW USB Audio Driver (TM3-Primus/MM3 MusicMeter)

The terms and conditions of this Agreement shall apply to the user as an individual, a company or a legal entity.

This Agreement shall in particular cover associated media, print materials, "online" and/or electronic documentation as well as Internet-based services.

Once the Software has been installed, copied or otherwise been used, the terms and conditions of this EULA have to be confirmed and agreed to. If you fail to do so, you shall not be entitled to install, copy or otherwise use the Software.

1. Granting of rights (licenses).

Subject to compliance with all the terms and conditions of this EULA, RTW GmbH & Co. KG (RTW) shall grant you the following rights:

1.1 RTW shall grant you a personal, non-exclusive, license-fee free license for the installation and use of the Software for the purpose of embedding a TM3-Primus or MM3 MusicMeter as a standard audio output device on Windows® computer systems to use audio signals directly from the computer via USB connection. You shall be entitled to install the Software on any number of computers.

2 Restrictions

2.1 RTW hereby reserves all rights to the Software which are not explicitly granted to you pursuant to this EULA. The Software is subject to copyright laws as well as other laws and agreements for the protection of intellectual property. RTW and/or its suppliers own the property right, copyright and other industrial property rights to the Software in question. The Software shall be licensed, but shall not be sold.

2.2 You shall not be entitled to redesign, decompile or disassemble the Software, unless (and only in as far as) the applicable law does provide for such action, notwithstanding this restriction.

2.3 Technical support will not be provided.

2.4 When using the Software, you may possibly be directed to linked third party sites. Such third party sites are beyond RTW's control, and RTW cannot be held responsible for the contents of any such third party site and/or any links contained in such third party sites and/or amendments or upgrades of such third party sites. Moreover, RTW cannot be held responsible for webcasting or any other broadcasting modes of third party sites. RTW shall make links to third party sites available as a matter of goodwill only. However, this shall not be deemed to be an endorsement by RTW of the third party site in question.

3 Miscellaneous

3.1 This EULA is applicable to upgrades, supplements, add-on components or components for Internet-based Software services, which RTW may provide and may make available to you once you have received the original copy of the Software, unless such upgrades, supplements, add-on components or components for Internet-based Software services provided are subject to different terms and conditions. RTW shall reserve the right to cease all Internet-based services provided or made available to you in the course of using the Software.

3.2 The initial user of the Software in question may transfer this EULA and the Software to another enduser on a onetime and permanent basis, subject to the initial user not retaining any Software copies. Any such

transfer may not be in the form of an indirect transfer, e.g. on a consignment basis. Prior to any such transfer, the enduser receiving the Software shall be obliged to confirm and agree to all the terms and conditions of this EULA.

3.3 Notwithstanding any other rights, RTW shall be entitled to terminate this EULA if you do not comply with its terms and conditions. In this case, you shall be obliged to destroy all copies of the Software and all of its components.

3.4 RTW shall provide the Software. To the maximum extent permitted by applicable law, RTW hereby explicitly disclaims all other liabilities and/or guarantees, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, responsibilities and/or guarantees of merchantability, fitness for a particular purpose, reliability or availability, accuracy and/or completeness of responses, results, workmanlike efforts, diligence and lack of viruses – all with regard to the Software as well as the provision of or failure to provide support or other services, and/or the provision of or failure to provide information, Software, and related contents –, and/or any warranties, liabilities or guarantees otherwise arising from the use of the Software. Furthermore, with regard to the Software, any warranty or guarantee of title, quiet enjoyment, quiet possession, compliance with and non-infringement of third party rights as described shall be excluded.

3.5. To the extent permitted by applicable law, RTW shall not be liable for any special, incidental, indirect damages or consequential damages and/or for any punitive damages of any kind or nature (including, but not limited to, damages incurred from loss of profit, loss of confidential or any other information, business disruption, personal injury, loss of privacy, violation of duty (including duties pertaining to the principles of good faith and/or due diligence), negligence as well as any other financial losses or damages), arising from the use of the product and/or the fact, that it cannot be used, and/or arising from the provision of or failure to provide support or other services, and/or the provision of or failure to provide information, Software and associated contents, and/or otherwise arising from the use of the product or which are otherwise resulting from or relating to any term and condition of this EULA, even in the case of culpability, unlawful acts (including tort of negligence), false statements, no-fault liability, violation of contractual duty, and/or, in the case of a violation of warranty on the part RTW or its suppliers, even if RTW or its suppliers have been made aware of the possibility of such damages arising.

3.6 Notwithstanding any and all damages which you may suffer, for any reason whatsoever (including, but not limited to, the aforementioned and all direct damages or general contractual or other damages), and pursuant to the terms and conditions of this supplementary EULA, RTW's joint and several liability and your sole claim to all of the aforementioned shall be limited to the actual damage caused you as a result of due confidence in the Software, and shall be up to the maximum amount of € 10.

4 Place of jurisdiction is Cologne, Germany.

5 Complete Agreement

This EULA (inclusive of all addenda or supplementary agreements to this EULA within the scope of supply) shall constitute the entire agreement between you and RTWE with regard to the Software and any (if any) support services. It shall supersede any prior or contemporaneous oral or written communications, suggestions and assurances relating to the Software and/or any other subject matter of this EULA. In the event that any RTW rule or regulation should contravene the provisions of this EULA, the terms of this EULA shall take precedence over any other rule or regulation. If any of the terms of this EULA shall be deemed null and void, unenforceable and/or unlawful, all other terms and conditions shall remain in full force.

6. In case of questions regarding the EULA please contact [rtw\(at\)rtw.com](mailto:rtw(at)rtw.com)