

END USER LICENSE AGREEMENT (EULA)

EULA

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- "UJAM" means UJAM Music Technology GmbH, registered at the Commercial Court of Bremen, HRB 28666 HB
- "SOFTWARE" The term "SOFTWARE" means the software supplied by UJAM (including any upgrades, modified versions or updates thereof), including but not limited to UJAM's virtual instruments, effects, and other audio plugins, the UJAM APP, any sound data (including but not limited to sound data licensed at a later stage, updated or modified), associated media, online documentation, and any accompanying documentation whether printed or electronic.

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2.1. Evaluation License

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The single license permits either a single user to RUN the SOFTWARE on multiple computers or multiple users to RUN the SOFTWARE on a single computer. However, it does not allow multiple users to ever RUN the SOFTWARE on multiple computers, regardless of whether such use is concurrent. If you sell or otherwise give away your hardware that has the SOFTWARE installed, all SOFTWARE installed on such hardware must be deleted before giving it away to a third party.

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- After entering your email address, you can download the SOFTWARE and use it for a time-limited evaluation period. For this purpose the SOFTWARE will be activated on your computer for the duration of the evaluation period.
- For the activation of the trial version you will need an internet connection. The activation process will take place in the SOFTWARE.
- During activation a digital fingerprint of your hardware configuration as well as a time stamp will be stored in UJAMs registration database.
- For transmitting your information over the internet, UJAM uses a secure SSL connection with 128-bit encryption in compliance with current security standards. For more information about how UJAM handles personal data, please see UJAM's privacy policy, which is incorporated into this EULA: <https://www.ujam.com/legal/en/privacy-policy/>
- Installing an update of the SOFTWARE may make it necessary to repeat the activation.
- UJAM activation utilizes information about key components of your computer and encrypts this information in an activation request. The activation request will be used for the generation of an activation code that will only work on the computer the activation request was generated by.
- To use the SOFTWARE on a different system, or after major changes to your computer system, you may have to activate the SOFTWARE again.

4. Authorization of a Full License

- To use the licensed SOFTWARE beyond the trial period, the SOFTWARE has to be authorized in an online process after purchasing a SOFTWARE LICENSE.
- Without authorizing the SOFTWARE you will not be able to use it.
- When purchasing the SOFTWARE LICENSE you will be asked to enter your full name, your address and a valid email address as well as a password. This information will be stored in UJAMs registration database, along with a license key and a digital fingerprint of your hardware configuration.
- An internet connection will be required for authorizing the licensed SOFTWARE. The authorization process will take place directly in the user interface of the SOFTWARE and will require the email address and password you entered during purchasing..
- For transmitting your information over the internet, UJAM uses a secure SSL connection with 128-bit encryption in compliance with current security standards. For more information about how UJAMs handles personal data please see: <https://www.ujam.com/legal/en/privacy-policy/>
- installing an update of the SOFTWARE may make it necessary to repeat the authorization.
- UJAM Authorization utilizes information about relevant components of your computer and encrypts this information in an authorization request. The authorization request will be used for the generation of an activation code that will only work on the computer the activation request was generated.
- Should UJAM – for whichever reason – fail to fulfill its obligation to provide an authorization code for the SOFTWARE that you purchased a SOFTWARE LICENSE for, UJAM will provide you with a code that ensures that you can continue to use the SOFTWARE.

- To use the SOFTWARE on a different computer, or after major changes to your computer system, you may have to activate the SOFTWARE again.

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The following terms apply specifically when using the SOFTWARE “UJAM App”:

If you use the UJAM App (the “App”), then the following terms apply: The App is a tool to, amongst other things, administer and manage your SOFTWARE licenses and other content downloads, provide you with and automatically install the most recent versions of our SOFTWARE, and to provide you with personalized content directly within the App. The App therefore needs to process your Usage Data (as defined in our Privacy Policy) to function as contractually promised. You agree to such processing when using the App. If you do not wish such processing of your data, please update your App settings to the extent possible according to your needs or refrain entirely from using the App.

6. INFORMATION ON THE USE OF DATA

In certain situations, such as your creation of a user account, the activation of your SOFTWARE or any contact with our support team, or when using the App, certain personal data needs to be processed. Please see the current version of our Privacy Policy for detailed information on our use of your personal data. If you do not agree with the provisions of our Privacy Policy please refrain from installing and using the SOFTWARE.

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12. GOVERNING LAW AND JURISDICTION

Most issues can be resolved simply by contacting us and we encourage you to do so. However, the following rules apply in case we are not able to resolve the dispute informally:

12.1. If you are a EU, UK or EEA resident or registered business:

This EULA shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply. If the Licensee is considered to be a consumer by applicable law, this choice of law shall only apply to the extent that applicable consumer protective laws of his/her state of residence shall remain untouched.

12.2. If you are a resident or registered business outside of the US, UK, EU, EEA and Switzerland:

This License Agreement shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply.

12.3. If you are a U.S. resident or registered business:

This EULA shall be governed by the laws of New York without regard to its conflict of laws rules and you consent to the exclusive jurisdiction of the state and federal courts located in New York County. The Convention on Contracts for the International Sale of Goods shall not apply.

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You waive any claim of inconvenient forum and any right to a jury trial. To the maximum extent permitted by applicable law, you agree to not (1) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity; or (2) consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to this License Agreement and all other actions or arbitrations.

13. TERMINATION

This EULA shall continue for as long as the SOFTWARE is used according to the terms of this EULA. However, UJAM may terminate this EULA and revoke the granted license if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the SOFTWARE. The limitations of warranties and liability set forth in this EULA shall continue in force even after termination.

14. SEVERABILITY CLAUSE

If any provision of this EULA or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

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