

End-User License Agreement (EULA) of Mixer Controller

This End-User License Agreement ("EULA") is a legal agreement between you and Somedooby.

This EULA agreement governs your acquisition and use of our Mixer Controller software ("Software") directly from Somedooby or indirectly through a Somedooby authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Mixer Controller software. It provides a license to use the Mixer Controller software and contains warranty information and liability disclaimers.

By clicking "accept" or installing and/or using the Mixer Controller software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Somedooby herewith regardless of whether other software is referred to or described herein. The terms also apply to any updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

License Grant

Somedooby hereby grants you a personal, non-transferable, non-exclusive license to use the Mixer Controller software on your devices in accordance with the terms of this EULA agreement.

You are permitted to load the Mixer Controller software (for example a PC, laptop, or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Mixer Controller software. You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that Somedooby considers is a breach of this EULA agreement

Intellectual Property and Ownership

Somedooby shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Somedooby.

Somedooby reserves the right to grant licenses to use the Software to third parties.

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination

of this EULA agreement.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of us.

Disclaimer of Warranty

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOMEDOoby DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT. CODENVY DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS NOR DOES IT GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SERVICES. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THE SERVICES MAY RELY UPON THIRD-PARTY SOFTWARE FOR CERTAIN FUNCTIONS AND, EXCEPT AS SET FORTH EXPRESSLY HEREIN, SOMEDOoby MAKES NO REPRESENTATION, WARRANTY, PROMISE OR GUARANTEE TO CUSTOMER THAT SUCH SOFTWARE WILL BE ERROR FREE, ACCOMPLISH A SPECIFIED PURPOSE OR PERFORM IN ACCORDANCE WITH ANY PARTICULAR STANDARD, LEVEL OR METRIC AND SOMEDOoby WILL NOT BE LIABLE TO CUSTOMER FOR ANY FAILURE THEREOF. CUSTOMER ACKNOWLEDGES AND AGREES THE SERVICES ARE NOT INTENDED TO REPLACE CUSTOMER’S PROFESSIONAL SKILLS OR JUDGEMENT. CUSTOMER’S USE OF THE SERVICES IS AT CUSTOMER’S OWN RISK, AND CUSTOMER ASSUMES ALL LIABILITY FOR OUTCOMES BASED

THEREON.

Limitation of Liability

IN NO EVENT WILL SOMEDOoby BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF USE, OR LOSS OF PROFITS, EVEN IF SOMEDOoby HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT EACH PARTY HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE RISK BETWEEN SOMEDOoby AND CUSTOMER AND FORM A BASIS OF BARGAIN BETWEEN THE PARTIES.