END USER LICENSE AGREEMENT OF Mickaël Coulon Autoentrepreneur

PLEASE READ CAREFULLY THE FOLLWING END USER LICENSE AGREEMENT. IF YOU DON'T AGREE WITH THIS AGREEMENT, YOU SHALL NOT CLICK ON « I ACCEPT » AND CONTINUE THE INSTALLATION OF UNIVERSAL PIPER.

I. GENERAL

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Licensee") and Mickaël Coulon Autoentrepreneur, 120 Route du Vergoz, 29470 Plougastel Daoulas, France ("Mickaël Coulon") for the use of Universal Piper software on Windows and OSX including related media, documentation (for example program descriptions, manuals) and other documents and materials manufactured by Mickaël Coulon ("Universal Piper").

The following EULA applies to both use of Universal Piper without activation (« evaluation ») and, after purchase of Universal Piper, use of Universal Piper once activated (« operation »).

By installing Universal Piper for « evaluation » on your computer or purchasing Universal Piper to receive an activation code for « operation », you declare yourself in agreement with these conditions. If you do not agree with these conditions, you must not install nor purchase the software.

II. REGISTRATION / ACTIVATION
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1. If you purchased Universal Piper, it is required that you send Mickaël Coulon the installation code of Universal Piper corresponding to your computer. You will receive in return a personnal activation code, corresponding to this installation code, that you shall fill in Universal Piper to activate your Universal Piper installation. Once Universal Piper activated, you will be able to use it in « operation » on your computer without random silences. A temporary activation code will be joined to your purchase receipt to allow you to activate Universal Piper waiting for your personnal activation code.

2. The Universal Piper activation uses information about essential system components of your computer, and encodes this information in a « installation code ». This information does not include any personal data. The « installation code » is used to create an « activation code », which works only on the computer where the « installation code » has been generated.

3. If you want to use Universal Piper on a different computer, or if you make extensive changes to your computer, you may need to re-activate Universal Piper. One additional activation, in addition to the 2(two) initial activations after purchased, is authorized once a year after purchase of Universal Piper. Those additional activations cannot be accumulated. Extra additional activation can be provided at discretion of Mickaël Coulon.

4. For the registration, you need to enter your name, email address, postal address (town

and country) and, as an option, the installation keys of the two computers you wish to activate Universal Piper on as well as information about how you wish to use Universal Piper. These data are stored in Universal Piper registration database. Those information are exchanged via mail. For further information about Mickaël Coulon handling of personal data please see: http://www.universal-piper.com/en/legal-information/

5. Should Mickaël Coulon, for whatever reasons, no longer be able to fulfill its obligations to deliver the activation key, it will provide Licensee with a mean which ensures the continued use of the licensed software independent of changes to the computer.

III. SCOPE OF USE
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Universal Piper manufactured by Mickaël Coulon is protected by law. The intellectual property of the Products remains at Mickaël Coulon. Licensee as purchaser of Universal Piper acquires only the right to use Universal Piper to the following extent. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without written consent from Mickaël Coulon. Specifically, Licensee is not entitled to copy or have copied, decompile or have decompiled, reverse engineer or have reverse engineered Universal Piper or parts thereof. In « operation », Licensee must ensure by appropriate and reasonable steps that third parties, including its own employees, cannot make unauthorized use of Universal Piper. Licensee shall be liable to Universal Piper for any loss or damage in this context.

1. In « evaluation », the Licensee can only use Universal Piper for personnal test and evaluation purpose. No commercial or non commercial production based on Universal Piper should be distributed. Mickaël Coulon is not obliged to cede the software underlying source code, including the associated development documentation.

2. In « operation », Mickaël Coulon grants Licensee the non-exclusive right without restrictions in time or place to use Universal Piper. Mickaël Coulon is not obliged to cede the software underlying source code, including the associated development documentation.

3. In « operation », Licensee may install and personally use the licensed software on two computers (e.g. one laptop, one work station). If the single computer is connected to a multi-user system, this EULA shall apply to all users of the system. In case Licensee changes the hardware, all software on the hardware used must be deleted.

4. In « evaluation » and in « operation » Licensee may copy the licensed software, if such reproduction is necessary for the contractually agreed use. Licensee is authorized to create a backup, if this is necessary to secure the future use.

5. Third Parties
a) In « evaluation » and in « operation », renting or lending the licensed Software to a third party is expressly forbidden. Apart from that and if not provided otherwise within this EULA, Licensee may leave the software to a third party for a certain amount of time, if the third party agrees to the terms of this EULA and Licensee does not use the software during this period.

b) In « operation », except if otherwise stated within this EULA, Licensee may resell the

software to a third party or transfer the software permanently free of charge, provided the third party agrees in writing with this EULA and Licensee ceases all use of the software, completely removes all installed copies of the software from its computer. In addition, Licensee is required to de-register the purchased software with Mickaël Coulon. Following respective request from Licensee via its email address registered with Mickaël Coulon, Mickaël Coulon will transfer the « operation » right to the third party, and at the same time the registration of Licensee for the software purchased will be deleted.

6. Universal Piper samples, instruments and presets usage
a) In « operation », the provided samples, instruments and presets can be used for commercial or non-commercial music and audio productions without the prior permission from Mickaël Coulon.

b) In « evaluation », the provided samples, instruments and presets can only be used for personal test and evaluation of Universal Piper purpose. The usage for commercial or non-commercial music and audio productions is strictly prohibited.

c) In « evaluation » and « in operation », the usage of Universal Piper (in particular samples, instruments and presets) for the creation of a sound library or as a sound library for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instrument is strictly prohibited. Individual samples, sound sets or audio loops may not be distributed (commercially or otherwise) standalone. Furthermore these samples, sound sets or audio may not be repackaged in whole or in part as audio samples, sound libraries or sound effects.

IV. DUTIES TO PROTECT
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Copyright notices and other identification features of the program may not be removed from the software or altered in any way.

V. WARRANTY, LEGAL LIABILITY, DAMAGES
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Universal Piper is delivered « as it is » without warranty of any sorts in particular on contingent defects or bugs.
Mickaël Coulon shall not be be held liable for any direct or indirect dommages resulting of the installation or use of Universal Piper.

VI. CLOSING PROVISIONS
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1. If any stipulation of this EULA should be or become invalid, either completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulation with a valid regulation which comes as close as possible to the purpose originally intended.

2. This EULA is governed by the laws of France.

Should you have any queries concerning this EULA, please write to this address :

support@universal-piper.com