

## LICENSE AGREEMENT FOR ADOBE AUDITION LOOPOLOGY CONTENT

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8. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Audio Content is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Audio Content is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) Ireland, if a license to the Audio Content is obtained when you are in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of Ireland, when the law of Ireland applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. GENERAL PROVISIONS. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. For example, for consumers in New Zealand who obtain the Audio Content for personal, domestic or household use (not business purposes), this license is subject to the Consumer Guarantees Act. This Agreement may only be modified by a writing signed by an authorized officer of Adobe. Updates may be licensed to you by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and you relating to the Audio Content and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Audio Content.

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11. COMPLIANCE WITH LICENSES. If you are a business or organization, you agree that upon request from Adobe or Adobe's authorized representative, you will within thirty (30) days fully document and certify that use of any and all Audio Content at the time of the request is in conformity with your valid licenses from Adobe.

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12.1 Limited Warranty for Users Residing in Germany or Austria. If you obtained the Audio Content in Germany or Austria, and you usually reside in such country, then Section 5 does not apply, instead, Adobe warrants that the Audio Content provides the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Audio Content when used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year if you are a business user and two (2) years if you are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO AUDIO CONTENT PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, NOT FOR RESALE (NFR) COPIES OF AUDIO CONTENT, OR AUDIO CONTENT THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT. To make a warranty claim, during the limited warranty period you must return, at our expense, the Audio Content and

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#### 12.2 Limitation of Liability for Users Residing in Germany and Austria.

12.2.1 If you obtained the Audio Content in Germany or Austria, and you usually reside in such country, then Section 7 does not apply. Instead, subject to the provisions in Section 12.2.2, Adobe's statutory liability for damages shall be limited as follows: (i) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

12.2.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

12.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Audio Content and your computer data subject to the provisions of this Agreement.

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