

SMARTSCORE X²

PRECISION MUSIC SCANNING

SOFTWARE LICENSE AGREEMENT
SmartScore® X² © 1991-2013 by Musitek® (A California Corporation)

BY INSTALLING OR USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT BREAK THE SEAL ON THIS SLEEVE. PROMPTLY RETURN THE SOFTWARE AND OBTAIN A FULL REFUND.

The enclosed computer program (the "Software") is licensed, not sold, to you by Musitek Corporation ("Musitek") for use only under the terms of this License. Musitek reserves any rights not expressly granted to you. You do not own the Software. You do own the media on which the Software is recorded, but Musitek and its licensors retain full ownership of the Software itself.

1. License. This license grants you the right to install the Software up to five (5) times on one or more machines exclusively for your own personal use. Additional installations may be requested through Musitek. However, Musitek reserves the right to withhold additional installations in cases where abuse is suspected. If you install the Software on a network server, you must purchase a separate copy of the Software for each computer using the Software.

2. Copyright/Restrictions. The Software is owned by Musitek and is protected by United States and international copyright laws. The Software contains trade secrets in its human-perceivable form and, to protect them, you may not reverse engineer, decompile, disassemble, or otherwise reduce the software to any human-readable form. You may not modify, adapt, translate, rent, lease, loan, resell for profit, or create derivative works based upon the software or any part thereof. You may not copy any written materials accompanying the software other than for your own personal use. You may not copy, disclose or transfer the unique ID or serial number associated with your personal copy of the software to another party for any purpose whatsoever.

3. Termination. This License is effective until terminated. This License will terminate immediately without pre-notice or judicial resolution if you fail to comply with any provision of this License. Upon such termination, you must destroy the Software, all accompanying written materials, and all copies thereof. You may also terminate this License at any time by destroying the Software, all accompanying printed materials and all copies thereof.

4. Export Law Assurances. You agree that neither the Software nor any direct product thereof is being or will be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the Act.

5. Limited Warranty. You acknowledge that the Software may not satisfy all your requirements or be free from defects. Musitek warrants the media on which the Software is recorded is free of defects in material and workmanship. This warranty is effective for a period of ninety (90) days from the date of receipt of the Software. Musitek's entire liability and your exclusive remedy shall be, at Musitek's option, either (a) return of the price paid or (b) replacement of the Software's installation media and/or documentation which do not meet the Limited Warranty, provided the Software is returned to Musitek with a copy of the receipt of purchase. Musitek disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Musitek or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this Software, even if Musitek has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

6. General. This license will be governed by the laws of the State of California, except for that body of law dealing with conflicts of law. If you are a U.S. government end-user, this license of the Software conveys only "restricted rights", and its use, disclosure and duplication are subject to Federal Acquisition Regulations, 52.227-703(c)(1)(ii). Refer to the Limited Warranty card for further provisions.

MUSITEK
410 Bryant Cir., Suite K
Ojai, CA 93023
www.musitek.com



SMARTSCORE X²

Powered by Musitek's

PRODIGY
ENGINE®

SMARTSCORE X²

PRECISION MUSIC SCANNING



Includes



WIN / MAC

