

## PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THIS SOFTWARE

This document is an End User Licence Agreement (the “EULA”) which is a legal agreement between you and ADAM Audio GmbH that allows you to use the Software in the way set out in this EULA, any associated printed materials or electronic documentation (“Documentation”), as well as to use the additional services we provide. This EULA has no relation to your purchase agreement when you bought our products either through retail or via the Internet.

This EULA sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this EULA:

- ‘We’, ‘us’ or ‘our’ means ADAM Audio GmbH, of Rudower Chaussee 50, 12489 Berlin, Germany; and
- ‘You’ or ‘your’ means you, the person installing digital content from us.

If you don’t understand any of this EULA and want to talk to us about it, please visit <https://www.adam-audio.com/en/support/> or, if you can’t find the answers you need there, contact us at [info@adam-audio.com](mailto:info@adam-audio.com).

### 1 Introduction

#### 1.1 Definitions:

<b>Software</b>	“A Control” computer software in Beta Version or “A Series Firmware Updater”, including its installer and any other software necessary for its download and use.
<b>User Account</b>	Means the MyADAM account created when you register your product(s).

1.2 This EULA is only available in English but our website (<https://www.adam-audio.com/de/>) is also in German, simplified Chinese (<https://www.adam-audio.com/zh-hans/>), French (<https://www.adam-audio.com/fr/>) and Spanish (<https://www.adam-audio.com/es/>).

1.3 When using the Software you also agree to be legally bound by:

- 1.3.1 our website terms and conditions and any documents referred to in them;
- 1.3.2 extra terms which may add to, or replace some of, this EULA. This may happen for legal or regulatory reasons. We will update this EULA from time to time; and
- 1.3.3 specific terms which apply to certain digital content (detailed in the relevant content).

1.4 All of the above documents form part of this EULA as though set out in full here.

## **2 Operating Systems Requirements:**

2.1 THIS SOFTWARE SUPPORTS WINDOWS 10 AND 11, AND MacOS 10.15, 11 and 12.

## **3 Licence Grant**

3.1 Under the condition that you hold a User Account (as defined above) and you agree to abide by the terms of this Licence, then we grant you a limited, non-exclusive licence to use and copy the Software and the Documentation for use on your computer system or file server for local use within your network. This network must be owned, leased and/or controlled by you.

3.2 You may transfer the Software from one computer to another over your network but may not copy it to additional sites outside your network or make additional copies for use on other networks or sites. All products included within the respective edition of the Software are part of the same Licence granted by us and can only be used as a single bundle on one computer at a time. You may make one backup copy of the Software.

3.3 If you are aged 16 or under you may not use or register to use our Software.

3.4 You may terminate this EULA at any time by destroying the Software together with all copies in any form.

## **4 Ownership of Intellectual Property Rights**

4.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us. You, as Licensee, through your downloading, installing, copying or use of the Software do not acquire any ownership rights to the Software or the Documentation. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The rights to use the Software and the Documentation as set out in this EULA are licenced to you on the basis of this Licence. We do not sell the Software or the Documentation to you. We remain the owners of the Software and the Documentation at all times.

4.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

4.3 Trademarks contained in the Software are our trademarks or registered trademarks in Germany, the United States, China and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use our or our licensors' names or any of their respective trademarks.

4.4 You agree that if you provide us with any feedback, suggestions or other information about the Software or Documentation, including, without limitation, any suggestions for improvements or modifications (collectively "**Feedback**"), that you hereby grant to us a perpetual, worldwide, irrevocable, royalty-free, fully paid-up, non-exclusive licence and right to use such Feedback, in whole or in part, in any way we deem appropriate and without attribution to you, including a licence under any intellectual property rights in and to such Feedback. Without limiting the

foregoing, you also hereby grant us a licence under all intellectual property rights in and to the Feedback to (i) make, have made, develop, use, sell or lease, offer for sale or lease, and import any product or service, and (ii) copy, create derivative works of, publish, distribute, perform and publicly display such Feedback in whole or in part. Nothing in this clause requires us to use any Feedback or to exercise any rights that you have licenced herein. The licence granted in this clause is fully transferable by us to any third party and sublicensable by us to multiple tiers of sublicensees, without any payment, attribution or other remuneration to you.

## **5 Your privacy and personal information**

- 5.1 Our Privacy Policy is available at <https://www.adam-audio.com/en/legal-info-privacy/>.
- 5.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **6 Activation of Software and User Account**

- 6.1 In order to use the Software, you must register the Software and connect it to a User Account. You can register and activate the Software online or offline. The transfer or assignment of the User Account is prohibited without our express consent.

## **7 Licence restrictions**

- 7.1 You shall not use the Software or Documentation in any unlawful manner, for any unlawful purpose or in a manner inconsistent with this Licence;
- 7.2 You shall not infringe our intellectual property rights or those of any third party in relation to your use of the Software or the Documentation;
- 7.3 You may not translate, reverse engineer, decompile, disassemble, adapt, modify, alter, vary the Software, or create derivative works from the Software, or provide the Software as “software as a service”.
- 7.4 You may not use, copy, modify or transfer the Software, or any copy in whole or in part, except as expressly provided for in this Licence, or except where such copying is incidental to the normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- 7.5 All within this Section 7 is subject to the extent that you are granted the right by law to decompile, reverse engineering, and disassembly the Software in order to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - 7.5.1 is used only for the Permitted Objective;
  - 7.5.2 is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

7.5.3 is not used to create any software that is substantially similar in its expression to the Software.

## **8 Restrictions on transfer**

8.1 You may not rent, lease, sublicense, loan the Software on a temporary or permanent basis. You may, however, transfer the licence to use the Software as a whole to another person or entity, provided that:

8.1.1 you completely uninstall the Software from your computer or network, do not retain any backup copy of the Software (or its components);

8.1.2 you transfer this EULA with the Software;

8.1.3 any such transferee will be bound by this EULA, and you will remain secondarily liable; and

8.1.4 the transferee registers for an User Account (while your installation will be unregistered).

8.2 If you transfer possession of any copy of the Software to another person or entity who does not have an User Account, except as described above, this licence is automatically terminated.

## **9 Upgrades and Updates**

9.1 In order to upgrade or update the Software, a valid licence to use the previous version of the Software is required. "Previous Version" means a former version of the Software to which an upgrade/update is made to the most recent version or to which more features or extensions are added. If the licence to the Previous Version is transferred to another person or entity, no upgrades or updates will be made to it.

9.2 Upgrades and updates to the Software will be made available from time to time. You may opt out of these automatic downloads by unticking the appropriate box in your preferences.

## **10 Liability**

10.1 Please note that this is a beta version of the Software which is still undergoing final testing before its official release. The Software and all content found on it are provided on an "as is" and "as available" basis. We do not give any warranties, whether express or implied, as to the suitability or usability of the Software or any of its content.

10.2 We shall only be liable without restriction according to the statutory provisions for damages of the Licensee caused by our intentional or gross negligent conduct. The same applies to personal injury and damages according to the German Product Liability Act or comparable laws in other jurisdictions that may apply.

10.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for losses that:

10.3.1 were not foreseeable to you and us when the contract was formed;

10.3.2 were not caused by any breach on our part;

10.3.3 are business losses; and

10.3.4 are losses to non-consumers.

10.4 The Software is for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 By agreeing to these terms and conditions, in the event of any claim you may have arising from or related to the Software or this EULA you hereby waive any right to participate in any type of law suit brought and/or maintained as a class action or similar in nature to a class action.

## **11 Disputes**

11.1 We will try to resolve any disputes with you quickly and efficiently.

11.2 If you are unhappy with:

11.2.1 the digital content;

11.2.2 our service to you; or

11.2.3 any other matter,

please contact us as soon as possible.

11.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you.

11.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

11.5 If you want to take court proceedings, the relevant courts of Germany have exclusive jurisdiction in relation to this EULA.

11.6 The laws of England and Wales apply to this EULA.

## **12 Termination**

12.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

12.2 Upon termination for any reason:

12.2.1 all rights granted to you under this Licence shall cease;

12.2.2 you must cease all activities authorised by this Licence; and

12.2.3 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

**13 Third party rights**

13.1 No one other than a party to this contract has any right to enforce any term of this contract.