

## END USER LICENSE AGREEMENT - {EULA}

(This is an automatic translation of the French version, the French version prevails in case of dispute.)

**Subject:** Vesting Conditions and license to use the software - Intonation Tool Service: ITS™.

**Purpose:** This License Agreement is to define the contractual relationship, both between the Author and business owner Artisanal OMADE™, with the initials "TL", hereinafter referred to as "Omade / TL" and secondly "User", as well as conditions of use and access to the "service" ITS™.

**Use of the software requires prior unconditional acceptance of this License Agreement by the User.**

**Please read this License Agreement carefully**, buying or accessing the Service, you agree to be bound by the terms of this license. In case of disagreement with the terms of this agreement, do not use the software, and if you are not already linked to a previous contract, contact your dealer to obtain a refund.

Omade / TL reserves the right to modify the conditions of his license at any time, the license agreement supersedes any other prior agreements; its subsequent acceptance is not an acquisition of additional licenses or extended warranty, but an update of the terms of the license agreement.

### I. Introduction.

**1. Introduction.** The access service software is for use in the field of music, and aims to allow fine tune the intonation of a musical instrument consisting of a fingerboard and at least one string in good condition, the fingerboard whose function is to reduce the length of vibrating string when the string is pressed against it and thus changing the frequency of vibration of the string.

#### a) Definitions.

**Software:** A computer program for the interaction of the user. General term for software, computer program, the software or the backup copy.

#### b) Pre-purchased.

Hardware and software requirements. The user is aware of the equipment needed to use the software, namely: Internet access;

Calipers, a set of thick and adjusting keys, adapted to the musical instrument gauges;

A frequency or a tuner to respectively calculate or visualize the frequency deviation in Cents compared to a targeted frequency.

The software is available in English international, it comes with documentation in English or in French, including the translation of terms.

**II. License\*.** By acquiring access to the service, the author grants the User a non-transferable non-exclusive license, indivisible, access the software via the Internet, for a limited period to one business day from the acquisition date, only usable in the private domain. The author retains ownership of the software, the support on which it is provided, which are only available to the user under the conditions mentioned.

**III. Sublicense.** The user is not authorized to grant a sub-license, to assign its rights to use the Software to another person or entity, even for free, but may use its right of access service on behalf of a third party provided he makes himself the settings on the instrument.

### IV. Guarantees.

**Warranty.** The software is guaranteed for its intended purpose, OMADE™ guarantee the main function of the software, according to the specifications and conditions laid out legal guarantees.

**Disclaimer of Warranties.** The responsibility of the user to take all necessary measures and precautions to safety, that its products, services, information and any other subjects or objects. There is no guarantee that the software is free of errors or defects and that its defects will be corrected, or that the software is suitable or adaptable to the needs of the user on other non-implemented features such as interoperability with third-party computer program, translation, adaptation, arrangement, or any other features and conditions of use such as loading, displaying, running, transmitting, or other storage.

## **V. Reserves agree.**

**Exclusion of responsibility.** The responsibility of the user to take all necessary measures and precautions to safety, that its products, services, information and any other subjects or objects. Tuning the conditions laid Omade / TL disclaims any liability with regard to possible unintended direct or indirect damage.

**Limitation of Liability.** The total liability of Omade / TL under the provisions of this agreement is limited to the amount actually paid by the user to the vendor for the software.

## **VI. Support.**

**Patches.** Patches allow the correction of errors of the software.

**Updates.** In support of the major software version, they allow to solve problems related to software compatibility.

**Upgrades.** Upgrades allow you to adjust the compatibility problems and improve the conditions of the user for the use of the software.

**Technical assistance** is available for a limited one days from the date of purchase of the service period.

**VII. Title.** The author, rights owner, retains its rights at any time, including the Copyright, the Copyrights, Intellectual and Industrial Property, commercial, the patent filing, short or pending distribution rights, distribution, reproduction, rental and all other non-listed and protected by Lois rights. The author retains ownership of the Software and its copies, including methods, design, materials, fixtures and results.

**VIII. Termination.** The right of access to the service provided to the user automatically expires if it does not comply with the provisions of this Agreement.

**IX. Other restrictions.** The user is not allowed to disassemble, reverse engineer, decompile, create derivative works of the Software or any part thereof. The user is not allowed to publish, copy, modify, distribute, reproduce the software, the appearance, the processes, documents, the authorization license, the results of the software. User may use the software only in accordance with the laws of the country in which he lives.

**X. Entire Agreement, applicable law and jurisdiction.** This Agreement contains the entire agreement between Omade / TL and User Agreement. This agreement is governed by the International law, European or French, depending on the place of residence of the User. The parties submit to the exclusive jurisdiction of the Court of Justice based in French BOURG-EN-BRESSE, FRANCE for any disputes concerning this agreement.

EULA issued at CORBONOD on October 30, 2014,

OMADE - Thomas Lergès

**OMADE TL**

**500 Chemin des Moines,**

**01420 CORBONOD**

**FRANCE**

[www.omade-tl.com](http://www.omade-tl.com)

No. of registration: 753 545 136 RM 01

No. Siret: 753 545 136 00016

OMADE™, ITS ™, OMADE TL™ are trademarks of OmadeTL. OMADE™ is derived from the registered trademark ΩMADE® of Omade TL. TL are the initials of the author and owner of the Artisanal enterprise OMADE™. All other brand names may belong to other owners.

Copyright © 2014-2014 Omade TL. All rights reserved.