

End User License Agreement (EULA)

1. **IMPORTANT READ CAREFULLY:** This End User License Agreement ("Agreement") is a legal and binding agreement between you (either an individual or a single entity) ("you" or "your") and Micael Nobre ("Owner") that must be accepted prior to your download and/or use of "SLGain", an audio software tool that is and remains the sole property of Owner, as well as any documentation and updates thereof provided by Owner (collectively, the "Software").

2. **WHEN YOU INSTALL OR USE ANY PART OF THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY, AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ALL OF THE TERMS OF THIS AGREEMENT, PROMPTLY INFORM THE OWNER AND DESTROY THE SOFTWARE FROM YOUR COMPUTER. WRITTEN APPROVAL OR CONSENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF THESE TERMS ARE CONSIDERED AN OFFER BY OWNER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS WHICH ARE NOT SUBJECT TO CHANGE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PRESIDENT OF OWNER. BY INSTALLING AND/OR USING THIS SOFTWARE, YOU ARE REPRESENTING TO OWNER THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND WILL FULLY COMPLY WITH ITS TERMS.**

3. GENERAL SOFTWARE LICENSE.

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4. TERM AND TERMINATION

The license granted in this Agreement is effective until terminated hereunder. You may terminate the license at any time by destroying the Software (including the related documentation, if any) together with all copies in any form. Owner will have the right to terminate the license granted herein immediately if you fail to comply with any term or condition

of this Agreement. The license granted to you herein will terminate automatically upon any breach of Section 3. Upon termination of this Agreement for any reason, you shall immediately stop using the Software and shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software. Sections 3 and Sections 5 through 9 shall survive termination of this Agreement.

5. DISCLAIMER OF WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF CONTINUOUS PERFORMANCE, NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DISCLAIMER OF ALL WARRANTIES CONSTITUTES AN ESSENTIAL AND MATERIAL PART OF THIS AGREEMENT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE RESTS WITH YOU. IN NO EVENT WILL OWNER, ITS OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITIES, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. INDEMNITY

You agree that Owner shall have no liability whatsoever for any use you make of the Software. You shall indemnify and hold harmless Owner from any third party claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from your use of the Software as well as from your failure to comply with any term of this Agreement.

7. LIMITATION OF LIABILITY.

Under no circumstances and under no legal theory will Owner's liability hereunder exceed the price paid by you for the Software.

8. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES

This Agreement is personal to you. You have no right to assign or otherwise transfer this Agreement and any action or conduct in violation of the foregoing shall be void and without effect. Owner expressly reserves the right to assign this Agreement and to delegate any of its

obligations hereunder. The parties further intend that this Agreement is solely for the exclusive benefit of the parties and there are no third party beneficiaries hereunder.

9. REFUND POLICY

Under normal circumstances, sales are final. For SLGain, refunds may be granted under if the proper justifications are provided by you. We reserve to ourselves the right to determine what "proper justifications" are.

10. GENERAL

This Agreement represents the complete agreement concerning the subject matter between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Owner to act with respect to a breach of this Agreement by You or others does not constitute a waiver and shall not limit Owner's rights with respect to such breach or any subsequent breaches.