

GUITAR PRO SOFTWARE END-USER LICENSE AGREEMENT (EULA)

GUITAR PRO is software protected by the provisions of the French Intellectual Property Code. THIS PRODUCT IS NOT SOLD BUT PROVIDED WITHIN THE FRAMEWORK OF A LICENSE.

This License excludes any transfer of intellectual property for the benefit of the Licensee/User.

The User (Licensee) may be a natural or legal person.

By installing GUITAR PRO on their computer, the User fully accepts the terms of this License, which shall remain effective throughout the use of the product.

GUITAR PRO reserves the right to change, modify, add, adjust or remove any articles of the EULA at any time, in accordance with the procedures set out in Section 10 below.

1. LICENSE GRANT

1.1 Using the Guitar Pro License for private or professional use

AROBAS MUSIC grants to the User, who accepts, a personal, non-exclusive and non-transferable right to use GUITAR PRO. This right of use is granted to the User for personal and professional use. The purchased License hereunder is definitively acquired by the End User.

The License acquired hereunder may be used to activate the software as many times as desired, within the limit of up to 3 computers at the same time.

Beyond these 3 computers, the User shall first uninstall the software before installing it on a new computer.

In any event, the use of the License on multiple computers is limited to the different computers of the User, and their family environment in the case of private use. Without the prior express permission of AROBAS MUSIC, it is strictly forbidden to make GUITAR PRO available to a third party in any way whatsoever, including, but not limited to, by leasing, loan, and deposit or relicensing.

1.2 Special case, use of the Guitar Pro Education License

AROBAS MUSIC allows public and private educational institutions throughout the world to acquire a free Multi-computer License of Guitar Pro. In this specific and limited case, the License may be installed on all computers of the institution as well as computers of the teaching staff for the purposes of carrying out tasks that are only directly linked to music learning and training activities.

To acquire this License, institutions are required to register on our website: <https://education.guitar-pro.com>. Once the account is validated by our services, the institutions shall be provided with an education interface to download the Guitar Pro software, through which the schools may pass on the contact details of their students (name, first name,

email address) so they may be sent a promotional code entitling them to a discount to buy Guitar Pro on the AROBAS MUSIC Internet site. Note that the Guitar Pro software deployment procedure on multiple computers is not available.

AROBAS MUSIC reserves the right, at its discretion, to update, change, modify, add, amend, adapt or remove access to Guitar Pro Education Licenses as described above, provided that the institutions who purchased a License receive express prior notification.

2. COLLECTED INFORMATION

AROBAS MUSIC may collect personal data on the User through its Internet sites www.guitar-pro.com, www.mysongbook.com, and the Guitar Pro software. The collection of this data is carried out when the User:

- (1) browses the website and reads articles,
- (2) creates a User Account and registers their License,
- (3) places an order or uses a service,
- (4) looks at advertisements on products or services,
- (5) signs up to newsletters,
- (6) contacts Customer Service,
- (7) participates in a promotional game/contest,
- (8) participates in a beta or when they download updates or trail versions of software offered by Arobas Music,
- (9) uses the Guitar Pro software.

The data collected is for the exclusive use of AROBAS MUSIC. It is necessary for the processing and management of customer orders. It also allows AROBAS MUSIC to improve the Guitar Pro software user experience and provide optimum product support when the User contacts Customer Service.

The software may collect information about your device in order to analyze, diagnose and resolve problems with AROBAS MUSIC products as well as evaluating any possible technical defects and the occurrence of their trends, so as to improve the performance of AROBAS MUSIC products in general.

The information collected may include (1) the system information, including: the platform operating system, the language and version, the memory and available disk space, processor type, the type of Internet browser, the type of firewall, the IP address (Internet Protocol), the machine ID and/or MAC address (Media Access Control); (2) information on AROBAS MUSIC products, including the name and version of AROBAS MUSIC products installed on your device and the AROBAS MUSIC product subscription and activation status; and (3) any setup log file and event log errors and/or warnings, including information on the AROBAS MUSIC product installation process installed on your device.

Your right to privacy is very important to AROBAS MUSIC and AROBAS MUSIC shall not disclose your personal data to a third party, unless you have previously and expressly authorized us to do so or in exceptional circumstances.

The User is informed that this automated processing of information, including the management of Users' email addresses, has been declared to the CNIL (French National

Agency regulating Data Protection) under the number 1529587. In accordance with the Law of January 6, 1978, the User has a right to access, rectify, modify and delete personal data that concerns them. The User may explicitly oppose the disclosure of their details. To do so, the User can simply inform Customer Service by email at contact@arobas-music.com or in writing at Arobas Music, Euratechnologies, 165 avenue de Bretagne, 59000 Lille, France.

3. SUPPORT

AROBAS MUSIC grants the User the right to use its online support service, provided the following conditions are met:

- (i) the User shall provide their GUITAR PRO License Number to AROBAS MUSIC,
- (ii) the User has installed all the updates available for their version of GUITAR PRO,
- (iii) the User has the latest version of the GUITAR PRO software, or has a version of the GUITAR PRO software announced as obsolete by AROBAS MUSIC for less than one year.

In the event that a third party other than AROBAS MUSIC would like to offer additional support to that provided by this License, the responsibility of this support would revert entirely to this third party and AROBAS MUSIC disclaims any liability for this additional support.

Under no circumstances shall this additional support fall within the scope of this License, and shall not imply any liability of AROBAS MUSIC in any way whatsoever.

4. INTELLECTUAL PROPERTY

AROBAS MUSIC guarantees the User that it effectively holds the intellectual property rights required to grant this License.

GUITAR PRO also includes:

- (i) the object codes and the associated documentation,
- (ii) all the technical and/or methodological expertise,
- (iii) the features in that they, when expressed, allow the writing of a computer program that is technically different but infringes the protected methodology,
- (iv) the interface elements, including the screens, editions or menus,
- (v) the description, headings and data structure, regardless of the tool in which these elements are stored/used, including all the elements stored in the database,
- (vi) the settings, either in the form of database tables, binary structure files or text files.

All these elements are protected regardless of the form or media in which they are represented. Any use, access, reproduction, representation, translation, modification of any element described above would be a violation of this EULA and could lead to the automatic termination of this License without delay, notwithstanding the payment of damages to AROBAS MUSIC.

In any event AROBAS MUSIC retains, as rights holder, the intellectual property rights on the GUITAR PRO software and its components, as well as all the prerogatives related thereto.

Consequently,

i. (i) The User shall abstain from any reproduction and/or representation of GUITAR PRO in any form whatsoever for purposes other than backup and use in accordance with these conditions.

Furthermore, they undertake to take all precautions to prevent its illicit use or distribution.

In the event of non-compliance with this obligation, the User License shall be terminated automatically and without notice, and access to support and any other potential benefits offered to GUITAR PRO customers shall be immediately suspended.

(ii) the User agrees not to modify, alter, decompile, represent or reproduce GUITAR PRO in whole or in part, and nor allow any action of a third party that would have the same effect,

(iii) the User shall abstain from making, or having made, any modifications or adaptations to GUITAR PRO, including correction for any possible errors,

(iv) the User undertakes not to modify, or remove any proprietary notices indicated in GUITAR PRO,

(v) the User may not transfer or license any magnetic media, programs, data, documents or other elements regarding GUITAR PRO for any purpose whatsoever.

In the event of non-compliance of this clause, the User is liable to both criminal and civil sanctions pertaining to counterfeiting, which penalize in terms of software the violation of any of the exploitation rights of the holder (Article L.122-6 et seq. of the French Intellectual Property Code).

5. LIMITED WARRANTY

AROBAS MUSIC ensures that GUITAR PRO is in compliance with the specifications described in the documentation published on the date of purchase, subject to its correct use within the specified operating environment.

The User shall assume all responsibilities other than those of compliance of GUITAR PRO to the specifications described in its documentation, including those related to

(i) the adequacy of GUITAR PRO to their needs.

In no event shall AROBAS MUSIC guarantee the suitability of GUITAR PRO to perform specific tasks anticipated by the User which motivated their choice of software, if they are not expressly included in the documentation.

(ii) the use of GUITAR PRO.

This warranty grants specific rights and does not preclude the application of the legal guarantee provided in Articles 1641 et seq. of the French Civil Code.

6. USER CLAIMS

The extent of AROBAS MUSIC's liability as well as the User's rights to compensation shall

be limited to the choice of AROBAS MUSIC, either

(i) a refund of the price paid for the acquisition of the License, or

(ii) the replacement of the software that does not meet the warranty, provided that in both cases the software is returned to AROBAS MUSIC in perfect condition, together with a copy of its proof of purchase and a brief written description of the problem.

This warranty shall only be applicable for Users who bought their GUITAR PRO License on the website of AROBAS MUSIC: <https://www.guitar-pro.com>.

The Warranty shall not be applicable in the event where the non-operation of GUITAR PRO is due to an accident or misuse, and more generally any use that does not comply with these conditions.

In the event of a failure of the media (documentation or electronic media), the User has 90 days from the purchase date to assert their warranty.

7. EXCLUSION OF ANY OTHER WARRANTIES

Unless otherwise specified by mandatory public provisions, AROBAS MUSIC disclaims any other warranties, express or implied, relating to GUITAR PRO or its accompanying documentation, concerning in particular its suitability for a particular purpose.

8. LIMITATION OF LIABILITY

The liability of AROBAS MUSIC cannot be committed or sought:

(i) in the event of use that is not in accordance with the provisions of the GUITAR PRO License,

(ii) in the event of modifications or alterations of any kind of the GUITAR PRO software by the User,

(iii) in the event of diffusion by the User in any manner whatsoever, with or without consideration, of the creations made with GUITAR PRO which contravene the rights of third parties,

(iv) in case of use of GUITAR PRO in violation of the French Intellectual Property Code, including the integration or modification of original works.

Unless otherwise specified by mandatory public provisions, in addition AROBAS MUSIC cannot be held responsible for any direct or indirect damage of any kind- including but not limited to corporal damage, loss of use of GUITAR PRO, business disruption, loss of data or any other pecuniary or non-pecuniary loss- resulting from the use or inability to use GUITAR PRO, even if it was aware of the occurrence of such damage.

In any event, the extent of AROBAS MUSIC's liability shall be strictly limited to the amount actually paid by the User to acquire the GUITAR PRO Software License.

9. LIABILITY OF THE USER

When the User uses the product, they shall expressly undertake to comply with all the

application laws, rules and regulations. The User shall be solely responsible for any use of GUITAR PRO that violates the rights of third parties, including those resulting in the creation of new works.

10. TERMINATION

In the event of breach by the User of any of the provisions of this License, it shall be automatically terminated by AROBAS MUSIC at the exclusive fault of the User and without notice. The User shall immediately cease using GUITAR PRO.

Upon termination, for whatever reason, the User shall immediately uninstall the product and destroy any copies that are in their possession.

MODIFICATION OF THIS EULA OR THE PRODUCT

AROBAS MUSIC reserves the right, at its discretion, to update, change, modify, add, amend, adapt or delete certain terms of this EULA for the purposes of safety, legal, best practices or regulations. You will not necessarily receive a notice informing you of the effective date of the changes. You can review the most recent version of this EULA by clicking on the "About Guitar Pro 7" tab in the Help Menu (Windows) or Guitar Pro 7 (Macintosh). In any case, it is your responsibility to regularly check this EULA so that you are aware of any such changes. If a future amendment of this EULA seems unacceptable or leads you to be in disagreement or in accordance with this EULA, you may terminate this EULA and shall immediately uninstall the product and destroy all copies of the product. By continuing to use the product after a revision of this EULA, you agree fully and irrevocably with all the changes made to the EULA.

AROBAS MUSIC can modify the product for any reason whatsoever or for no specific reason, at any time and at its discretion, including for technical reasons such as updates, maintenance and/or reset operations designed to improve and/or optimize the product. You therefore agree under these terms and conditions, that the product may install or download the modifications automatically.

11. SPECIAL PROVISIONS

Law and Jurisdiction: This License is governed by French law. Its execution and interpretation fall within the jurisdiction of the French courts.

Severability: If the court or competent authority considers that a term of the EULA is invalid, illegal or unenforceable, the term or part of the term in question shall be deemed, to the extent necessary, to be deleted and the validity and enforceability of the other terms of this EULA shall not be affected. In the event where an invalid, unenforceable or illegal term of this EULA is valid, enforceable and legal if part of that term was deleted, it shall apply with a minimum modification necessary to make it legal, valid and enforceable by reflecting the original intentions of AROBAS MUSIC.

If this Agreement is translated into any other language and there is a contradiction between the original version and the translation, the French version shall prevail to the extent that such discrepancy is the result of an error in translation.

For any question concerning this EULA, you may contact AROBAS MUSIC at the following address: **contact@arobas-music.com**.