GENERAL EULA

June 30th 2016

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5.1 This EULA and any amendment or addendum to this EULA applies to updates, supplements, or add-on components of the Software that Calrec may provide to You, including in accordance with Clauses 2.2 and 2.3, or make available to You after the date You obtain your initial copy of the Software unless a further EULA is provided with these.

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- 6.1.3 not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, unless authorised by us in writing;
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- 6.1.5 where You are acting in the course of Your trade, business, craft or profession ("Business Customer"), not to permit the Software to be accessed through an electronic network beyond your normal place of business;
- 6.1.6 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 6.1.7 to supervise and control use of the Software and (where You are a Business Customer) ensure that your employees, representatives and customers use the Software in accordance with the terms of this Licence; and
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8.1 Without prejudice to any other rights, Calrec may terminate this EULA if You fail to comply with any of the terms of this EULA. In such event, all rights granted to You under this EULA shall cease, You must cease all activities authorised by this EULA and You must destroy all copies of the Software and all of its component parts within your control.

9 LIMITED WARRANTY & YOUR EXCLUSIVE REMEDY.

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- 9.3 You will receive the remedy elected by Calrec. You are responsible for any expenses You may incur. The Limited Warranty provided in this Clause is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, a virus, or combination of the Product or Software with any other product or software. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Calrec will use reasonable efforts to provide your remedy within a reasonable time of your compliance with Calrec's warranty remedy procedures.

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- (ii) you have either paid Calrec for the Software or a Product for which you were obliged to download and/or install Software on the Product for its proper functioning

("Consumer")

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- 10.1 The Limited Warranty that appears above is the only warranty made to You and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.
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- 10.3 CALREC DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF BUGS OR ERRORS, AND THE EXISTENCE OF SUCH WILL NOT RESULT IN CALREC (i) BEING IN BREACH OF THIS EULA OR (ii) INCURRING ANY LIABILITY.
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Where you are a Consumer and there is any conflict between the terms of this Clause 10 and the Consumer Terms of Sale, the Consumer Terms of Sale shall apply.

11 LIMITATION OF LIABILITY.

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11.3 Where you are a Consumer and there is any conflict between the terms of this Clause 11 and the Consumer Terms of Sale, the terms of the Consumer Terms of Sale shall apply.

12 GENERAL.

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- 12.4 If any provision of this EULA is held by a competent authority to be illegal, invalid, void or unenforceable under the laws of any jurisdiction, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
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- 12.7 All notices given by You to Calrec must be given to Calrec UK Limited at Hebden Bridge, West Yorks, HX7 8EZ. Calrec may give notice to You at your most recent address (be it physical or e-mail) known to Calrec, and/or through a notice posted on Calrec's then website. Notice will be deemed received and properly served 24 hours after an e-mail is sent, 24 hours after posting on Calrec's website, or three days after the date of posting of any letter.
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13 YOUR ACKNOWLEDGMENT:

13.1 YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE TO BE BOUND BY ITS TERMS.

Should you have any questions concerning this EULA, please contact:

enquiries@calrec.com

or

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