

IMPORTANT—READ THIS AGREEMENT! BY INSTALLING FINALE PRINTMUSIC<sup>®</sup>, YOU AGREE TO BE BOUND BY THIS LICENSE AGREEMENT. A COPY OF THIS LICENSE AGREEMENT CAN BE FOUND ON **WWW.MAKEMUSIC.COM**. IF YOU DO NOT AGREE TO THE TERMS AND LIMITATIONS OF THIS LICENSE AGREEMENT, promptly return the entire FINALE PRINTMUSIC<sup>®</sup> package, to the place where you obtained it to receive a refund.

MAKEMUSIC, INC. (“MAKEMUSIC”) is licensing the FINALE PRINTMUSIC<sup>®</sup>

software programs contained in this disk packet and the FINALE PRINTMUSIC<sup>®</sup> package (collectively “the SOFTWARE”) to you on the following terms and conditions:

1. **GRANT OF LICENSE.** In consideration of the license fee that is a part of the price you paid for this product, MAKEMUSIC grants you, as licensee, a nonexclusive right to use the SOFTWARE on one operating system (“OS”) on one computer (“CPU”) under the terms and limitations of this License Agreement. An OPERATING SYSTEM (OS) is defined as a software program that manages the hardware and system resources of a computer.
2. **OWNERSHIP.** As licensee, you own the documentation materials and the media on which the SOFTWARE is recorded, but MAKEMUSIC retains all ownership and rights in the SOFTWARE, including all rights in any portion(s) of the SOFTWARE present in any output of the SOFTWARE. This License Agreement is NOT a sale of the SOFTWARE.
3. **USE RESTRICTIONS.** You may physically transfer the SOFTWARE from one OS on one CPU to another, provided that the SOFTWARE is used on only one OS on one CPU at a time. You may not install or use the SOFTWARE on a network, multiple CPU, multiple OS, multiple site arrangement, or any other hardware or software configuration where the SOFTWARE is accessible to more than one CPU and OS or to more than one user. You may not use telecommunication transmissions to electronically transfer the SOFTWARE from one CPU to another. To protect MAKEMUSIC’s copyrights and trade secrets in the SOFTWARE, you may not adapt or make alterations to the SOFTWARE, decompile, disassemble, translate, convert to another programming language or otherwise reverse engineer the SOFTWARE.
4. **TRANSFER RESTRICTIONS.** You may not transfer, assign, sell, or otherwise dispose of the SOFTWARE on a permanent basis without the written permission of MAKEMUSIC. Should MAKEMUSIC grant such permission, you may be required to pay a Transfer Fee in effect at the time of the transfer. In no event may you rent, lease, grant sublicenses or any other rights in the SOFTWARE to others on a temporary basis, including renting the SOFTWARE and CPU together to other users.
5. **COPY RESTRICTIONS.** You may make one copy of the SOFTWARE solely for backup purposes. The backup copy automatically becomes the property of MAKEMUSIC and is subject to this License Agreement. You must reproduce MAKEMUSIC’s copyright notice on the backup copy.
6. **AUTHORIZATION.** You have 30 days from date of installation of the SOFTWARE to authorize each copy of the SOFTWARE. The first time you launch the SOFTWARE, you will be prompted to authorize the SOFTWARE via the Internet, phone, fax or mail. If you choose not to authorize, you will be prompted to do so each time you launch the SOFTWARE. If authorization is not completed within thirty days, printing and saving are disabled until you choose to authorize.
7. **SUPPORT AND UPDATE POLICY.** MAKEMUSIC is not responsible for maintaining or helping you to use the SOFTWARE, except through MAKEMUSIC’s CUSTOMER SUPPORT SYSTEM. From time to time, MAKEMUSIC may update the SOFTWARE. By registering the SOFTWARE with MAKEMUSIC by any of the various methods permitted, you will be able to use MAKEMUSIC’s CUSTOMER SUPPORT SYSTEM. In addition, you will receive information regarding updated versions of the SOFTWARE. Future upgrades will be made available to licensees who have registered the SOFTWARE with MAKEMUSIC and paid an Upgrade Fee.
8. **TERMINATION.** This License Agreement is effective upon installation of the SOFTWARE and remains in effect until expiration of all copyright interests in the SOFTWARE, unless earlier terminated. This License Agreement will terminate

automatically without notice from MAKEMUSIC if you fail to comply with any of the terms or limitations of this License Agreement. Upon termination you must return all copies of the SOFTWARE to MAKEMUSIC.

9. MISCELLANEOUS. This License Agreement is the complete and exclusive agreement between you and MAKEMUSIC relating to the SOFTWARE and shall be interpreted under the laws of the State of Minnesota applicable to contracts made in Minnesota. The SOFTWARE and accompanying documentation materials may also be protected under federal copyright and patent laws. Unauthorized copying or use of the SOFTWARE beyond the scope of this License Agreement is expressly forbidden. You may be held legally responsible for any copyright or patent infringement that is caused or encouraged by your failure to abide by the terms and conditions of this License Agreement.

#### SOFTWARE DISCLAIMER OF WARRANTY AND LIMITED WARRANTY FOR MEDIA

THE SOFTWARE AND ACCOMPANYING DOCUMENTATION MATERIALS ARE PROVIDED SOLELY ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND ACCOMPANYING DOCUMENTATION MATERIALS IS WITH YOU. YOU ASSUME ALL RESPONSIBILITY FOR SELECTION OF THE SOFTWARE AND ACCOMPANYING DOCUMENTATION MATERIALS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION, USE, AND RESULTS OF THE SOFTWARE. IF THE SOFTWARE OR ACCOMPANYING DOCUMENTATION MATERIALS PROVE TO BE DEFECTIVE, YOU, NOT MAKEMUSIC OR ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES, ASSUME THE ENTIRE COST OF ANY AND ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

MAKEMUSIC warrants to the original licensee of the SOFTWARE that the media on which the SOFTWARE and accompanying documentation materials are recorded will be free from defects in materials or workmanship under normal use for a period of 90 days from the date of purchase of the media and documentation materials as evidenced by a receipt. This warranty will be null and void if the media appears to have been damaged due to unauthorized service, modification, accident, abuse, misuse, or excessive wear.

MAKEMUSIC's entire liability and your exclusive remedy as to defective media shall be replacement of the defective media. MAKEMUSIC will replace any defective media you return during the 90 day warranty period, without charge, provided you have registered the SOFTWARE with MAKEMUSIC. Prior to returning the defective media, you must call MAKEMUSIC for a return authorization number. Returned media should be shipped in a protective package to MAKEMUSIC at the address shown in the documentation materials, and should be accompanied by the return authorization number, a copy of the paid receipt, a brief description of the problem and your return address. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE 90 DAY LIMITATION MAY NOT APPLY TO YOU.

Neither MAKEMUSIC nor anyone else involved in the creation, production, licensing, or delivery of the SOFTWARE and documentation materials shall be liable for any indirect, incidental, consequential, or special damages (including damages for lost profits or the like) resulting from breach of warranty or any type of claim arising from the use or inability to use the SOFTWARE, even if MAKEMUSIC has been advised of the possibility of such damages. In any event, MAKEMUSIC's responsibility for direct damages is never more

than the purchase price and license fee you paid for the FINALE PRINTMUSIC<sup>®</sup> package. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS EXPRESSLY PROVIDED ABOVE, MAKEMUSIC INC. MAKES NO WARRANTIES REGARDING THE SOFTWARE, DOCUMENTATION MATERIALS, OR MEDIA, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No oral or written information or advice provided by MAKEMUSIC, its dealers, distributors, agents, or employees shall create any other warranty or increase in any way the scope of this warranty, and you may NOT rely on such information or advice. THIS LIMITED WARRANTY GIVES YOU

SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS  
THAT VARY FROM STATE TO STATE.

APPPM2007.V1.082506