

SUBSCRIBER AGREEMENT FOR SMARTMUSIC®

THIS SUBSCRIBER AGREEMENT ("AGREEMENT") WAS LAST UPDATED ON MARCH 12, 2009.

PLEASE READ THE AGREEMENT BELOW AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT" BUTTON AT THE END OF THE AGREEMENT. BY USING THIS SERVICE AFTER MARCH 12, 2009 YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL FUTURE AMENDMENTS.

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The terms of this Subscriber Agreement are in addition to the Terms of Use, which also constitute a valid and binding agreement between you and MakeMusic.

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Please review our Privacy Statement, which also governs your visit to SmartMusic to understand how we collect and use information about you.

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UPDATE YOUR SUBSCRIPTION

At the end of your subscription term, or at the beginning of any renewal term, you must click the "Update" button in SmartMusic to update your subscription. As part of updating your subscription for the renewal term, we calculate usage of accompaniments in order to pay royalties to the music copyright holders. If you do not update your subscription, MakeMusic, will have the right to interrupt your access to the repertoire of accompaniments. Clicking on the update button in SmartMusic during your subscription term will enable MakeMusic, to calculate usage of accompaniments since your last Update.

TERM AND RENEWAL

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1. EDUCATOR Subscribers choose a term end date during the subscription process that is between six (6) and forty-eight (48) months from the order date. School and practice room subscriptions renew automatically each year until you cancel your subscription. You must update your subscription rights at the beginning of each renewal term.

2. STUDENT Subscriptions (PREPAID) are purchased by the teacher on behalf of the student. A term end date is chosen during the subscription process, and is between six (6) and forty-eight (48) months from the order date. This subscription type does not automatically renew. The student must update the subscription rights at the end of the subscription in order for MakeMusic, to calculate usage of accompaniments in order to pay royalties to the music copyright holders. If and when a new or renewal subscription order is placed, the student must update the subscription rights.
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4. INDIVIDUAL MONTHLY Subscriptions are for one (1) month from the subscription order date, and automatically renew each month until you cancel your subscription. You must update your subscription rights at the beginning of each renewal term.
5. ORGANIZATION-SPECIFIC subscription term lengths, renewal policy and other restrictions are determined by the organization and are detailed in the organization's order page.

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If you have questions or comments about this Subscriber Agreement, please contact MakeMusic at www.smartmusic.com/support, or send us a letter by First Class Postage Prepaid U.S. Mail or overnight courier to the following address:

SmartMusic Customer Support
7615 Golden Triangle Drive
Suite M
Eden Prairie, MN 55344-3848
USA

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I HAVE READ AND UNDERSTAND THIS SUBSCRIBER AGREEMENT AND AGREE TO BE BOUND BY ALL OF THE TERMS.

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