

End User License Terms and Conditions

This end user license and subscriber agreement is between you, as either an individual or as a business entity, and AnTune Design covering your use of the AnTune software and any related documentation and data AnTune company may provide to you.

By installing the single user version of AnTune you accept the terms and conditions of the license. The terms covering your use of AnTune are shown below.

Please read these terms and make sure you understand them before activating the AnTune software.

1 LICENSE

Under this Agreement you acquire a non-exclusive, non-transferable perpetual license to use the AnTune software on the terms of this Agreement.

2 OWNERSHIP

AnTune retains all the intellectual property and other ownership rights in AnTune software, including but not limited to the Software, web-linking and customization features, and all copyrighted content.

3 DELIVERY AND INSTALLATION

First time use, allows for 30 days free from when software have been activated by entering license key. This key is provided by email from AnTune company at first software activation. After these 30 days is it possible to extend user license on a yearly basis. On receipt of your purchase confirmation details and actual installation activation key, AnTune will activate your time limited user license within 48 hours.

You will be responsible for installing AnTune software on your equipment in accordance with the instructions provided by the AnTune company.

The Date of Sale of the time limited license is the date of this Agreement.

4 YOUR OBLIGATIONS

You MUST:

(a) use AnTune strictly in accordance with the terms and conditions of this Agreement and in accordance with any documentation, procedures, instructions and guidelines issued by AnTune company.

(b) use AnTune only for your own business or educational purposes, unless approved by the AnTune company in writing.

(c) keep AnTune and all information, data, drawings, specifications, coding and material which relate to it confidential and secure.

(f) take all reasonable steps to prevent a breach of this Agreement.

(g) immediately notify the AnTune company if you become aware of any breach or potential breach of this Agreement.

You MUST NOT:

(h) remove or alter any existing copyright, trade mark or proprietary notice in, on or attached to AnTune software and you must ensure that all copyright, trade mark and proprietary notices in, on or attached to AnTune software are reproduced on any copies or materials derived from any of AnTune software which you may make or receive.

(i) without the prior written consent of the AnTune company copy, reproduce or translate AnTune or any part of AnTune or do any act which infringes the copyright in AnTune.

(j) create a derivative work from AnTune by any means.

(k) use or install AnTune onto computer equipment which is not under your control. Note that the AnTune company reserves the right to charge an additional fee in such instances.

(l) cause or permit any unauthorized act in relation to AnTune to occur.

5 UPGRADES TO ANTUNE

From time to time, the AnTune company may issue Upgrades of AnTune which may be offered to you under the terms of this Agreement. Such Upgrades would form part of AnTune for the purposes of this Agreement and would be subject to the terms and conditions of this Agreement as if they formed part of the original AnTune software.

6 NEW VERSIONS OF ANTUNE SOFTWARE

From time to time, the AnTune company may issue New Versions (as determined by us). The AnTune company may advise you of the availability of New Versions from time to time and of the fees and any other conditions in respect of New Versions. You are not obliged to take New Versions.

7 TECHNICAL SUPPORT

Technical Support will be provided for 60 days from the date of purchase of your Single User license.

Technical Support is provided by email Monday to Friday (excluding holidays). Support will only be provided in the English language.

8 LIABILITY

(a) You acknowledge that in entering into this Agreement and acquiring AnTune software you have not relied in any way on the AnTune company's representations, description, illustrations, specifications, skill or judgment and that you have satisfied yourself as to the condition and suitability of AnTune software for your purposes.

(b) AnTune is furnished to you "as is" without warranty of any kind. The AnTune company gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability or quality of, or title to, AnTune software (including any data contained in or supplied in relation to it or measurement reports generated or produced by or with the aid of it).

(c) You acknowledge and agree that the AnTune company is not liable for any loss or damage, including consequential loss or damage, which in any way results from your use or non-use of the AnTune software (including as a result of any malfunction, breakdown or error in AnTune) or as a result of or in connection with the provision of services under this Agreement.

(d) You will indemnify the AnTune company and keep the AnTune company indemnified against:

(i) all legally enforceable demands, claims, actions and proceedings however arising made by any third person in connection with or arising out of your use of AnTune and

(ii) all legally enforceable losses, costs, expenses and damages however incurred by the AnTune company in connection with or arising out of a breach by you of any provision of this Agreement.

9 PERFORMANCE

The AnTune company may appoint third parties to perform its obligations under this Agreement.

10 ASSIGNMENT

You may not assign, transfer, encumber, mortgage or licence this Agreement or any of your rights, benefits or obligations under it without the prior written consent of the AnTune company.

The AnTune company may assign or transfer any of its rights, benefits or obligations under this Agreement to any other person.

11 WAIVER

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of that party's rights under this Agreement.

12 GOVERNING LAW

This Agreement is governed by and to be construed in accordance with the laws of Sweden. Any disputes concerning this Agreement are to be resolved by the Courts or other tribunals or processes applicable in Sweden.

13 INTERPRETATION

- (a) This document contains the entire understanding between the parties as to the license of AnTune.
- (b) The expiration or termination of this Agreement does not affect the rights of either party against the other in respect of:
 - (i) anything done or omitted to be done under this Agreement prior to the expiration or termination or
 - (ii) any sums or other claims outstanding at the time of expiration or termination.
- (c) Every provision of this Agreement is severable from the others and the severance of a provision will not affect any other provision.
- (d) A reference to a person includes a reference to a firm, corporation or other corporate body.

This text is also available at www.antune.net

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