

SBDB Software Pty Ltd

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THE SOFTWARE MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET. SEE SECTIONS 14, 15 AND 16 FOR ADDITIONAL INFORMATION.

THE SOFTWARE MAY INCLUDE TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE, COPYING, AND TO HELP PREVENT SPAM. THIS TECHNOLOGY MAY CAUSE YOUR COMPUTER TO CONNECT TO THE INTERNET WITHOUT NOTICE ON INSTALL, ON LAUNCH, AND ON AN INTERMITTENT OR REGULAR BASIS THEREAFTER. ONCE CONNECTED, THE SOFTWARE WILL TRANSMIT INFORMATION TO SBDB VIA AN INTERNET CONNECTION, AS FURTHER DESCRIBED IN SECTION 15.

SBDB MAY USE THE TRANSMITTED INFORMATION, AS WELL AS OTHER INFORMATION YOU OR THIRD PARTIES MAY PROVIDE TO US, TO DETECT OR PREVENT USE OF SBDB SOFTWARE THAT IS FRAUDULENT, NOT VALIDLY LICENSED, OR NOT USED IN ACCORDANCE WITH A VALID LICENSE. SOFTWARE THAT FAILS TO CONNECT TO SBDB AND SOFTWARE THAT CONNECTS TO SBDB WHOSE USE IS FOUND NOT TO BE PERMITTED MAY OFFER ONLY LIMITED FUNCTIONALITY OR MAY NOT OPERATE AT ALL.

1. Definitions.

"SBDB" means SBDB Software Pty Ltd, a NSW company, 2/39 The Boulevard, Oak Flats, NSW 2529, AUSTRALIA.

"SBDB SOFTWARE" means SongbookDB Pal, or information specific to the website <http://www.songbookdb.com>.

"Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

"Output File" means an output file you create with the Software.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by SBDB.

"Software" means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) sample and stock photographs, images, sounds, clip art and other artistic works bundled with SBDB software and not obtained from SBDB through a separate service (unless otherwise noted within that service) or from another party through a separate service ("Content Files"); (iii) related explanatory written materials and files

("Documentation"); and (iv) fonts, and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to you by SBDB at any time, to the extent not provided under separate terms (collectively, "Updates").

2. Software License.

If you obtained the Software and/or any required serial number(s) from SBDB or one of its authorized licensees and as long as you comply with the terms of this agreement, SBDB grants you a nonexclusive license to install and use the Software in a manner consistent with its design and Documentation and as further set forth below. See Section 16 for specific provisions related to the use of certain products and components, for example SongbookDB Pal.

2.1 Limited Use.

2.1.1 The Software, or portions of the Software, may allow installation and use without a serial number. If so, and this software is not part of the 'FREE SOFTWARE' listed in section 16.7, you may install but not use such non-serialized Software on any number of Computers as part of an organizational deployment plan. Further, you may install and use such non-serialized Software on any number of Computers for demonstration, evaluation, and training purposes only and only if any Output Files or other materials produced through such use are used only for internal, non-commercial, and non-production purposes. You may not use such non-serialized Software after any applicable timeout period has ended, unless you input a valid serial number under Section 2.2. ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

2.1.2 The Software, or portions of the Software, that are provided with a serial number designated for "evaluation purposes" or other similar designation (such as Software or a serial number supplied as "EVAL" under a separate ordering document) and that includes an expiration date ("Evaluation Software") may only be installed and used on Computers for demonstration, evaluation, and training purposes only and only if any Output Files or other materials produced through such use are used only for internal, non-commercial, and non-production purposes. The Evaluation Software will automatically time out with or without prior notice. You may not use such Evaluation Software after any applicable time-out period has ended, unless you input a valid serial number under Section 2.2. ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH EVALUATION SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

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2.3 Distribution from a Server. You may copy an image of the Software onto Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software onto Computers within the same Internal Network for use only as permitted by Section 2.1 or 2.2 (as applicable).

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2.6 Content Files. Unless stated otherwise in the "Read-Me" files or other license(s) associated with the Content Files, which may include specific rights and restrictions with respect to such materials, you may use, display, modify, reproduce, and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and you may not claim any trademark rights in the Content Files or derivative works thereof.

2.7 In accordance with the normal use of the software, and via the Software graphical user interface, you are permitted to upload the files required to run the Software as it is intended in the license to any server. these files are only to be modified by the Software itself, not by you or any other party with the express written consent of SBDB.

2.8 Application Code. You may not modify the source code form of Software.

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4.2 Use Obligations. You agree that you will not use the Software other than as permitted by this agreement and that you will not use the Software in a manner inconsistent with its design or Documentation.

4.3 No Modifications. Except as expressly permitted in Sections 2.7, or 16, you may not modify, port, adapt, or translate the Software.

4.4 No Reverse Engineering. You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to Section 16.1.

4.5 No Transfer. YOU WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN, OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE EXPRESSLY PERMITTED HEREIN. You may, however, permanently transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s), the Software affixed to media provided by SBDB or its authorized distributor, and all other software or hardware bundled, packaged, or pre-installed with the Software, including all copies, Updates, and Prior Versions (as defined in Section 5, below), and (iii) all copies of font software to such individual or entity; (b) you retain no Updates, Prior Versions, or copies, including backups and copies stored on a Computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, EVALUATION SOFTWARE, OR NOT FOR RESALE COPIES OF THE SOFTWARE. Prior to a transfer SBDB may require that you and the receiving party confirm in writing your compliance with this agreement, provide SBDB with information about yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer. Please contact SBDB's Customer Support Department for more information.

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If the Software is an Update to a prior version of SBDB software (the "Prior Version"), the following apply: Your use of this Update is conditional upon your retention of the Prior Version. Therefore, if you validly transfer this Update pursuant to Section 4.5, you must transfer the Prior Version along with it. If you wish to use this Update in addition to the Prior Version, you may only do so on the same Computer on which you have installed and are using the Prior Version. Any obligations that SBDB may have to support Prior Versions may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to you by SBDB with additional or different terms.

6. Limited Warranty .

SBDB warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from the Documentation does not establish a warranty right. This limited warranty does not apply to the following, which are made available AS-IS and without warranty from SBDB: patches, font software; pre-release (beta), trial, starter, evaluation, product sampler, and not for resale (NFR) copies of the Software including but not limited to Evaluation Software; websites, ; Third Party Online Services; Certified Document Services (see Section 16); and any software made available by SBDB for free via web download from an SBDB website. All warranty claims must be made, along with proof of purchase, to SBDB within such ninety (90) day period. Visit the <http://www.sbdbsoftware.com> to contact

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9. Export Rules.

You acknowledge that you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the Software. You represent and warrant that (i) you are not a citizen of, or located within, an Embargoed Country, (ii) you will not use the Software for a Prohibited Use, and (iii) you are not a Sanctioned Party. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

10. Governing Law.

If you are a consumer who uses the Software for only personal non-business purposes, then this agreement will be governed by the laws of the jurisdiction which you purchased the license to use the Software. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan; or (c) Singapore, if a license to the Software is obtained when you are in a member state of the Association of Southeast Asian Nations, Mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, or the Republic of Korea; or (d) England, if a license to the Software is obtained when you are in any jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have nonexclusive jurisdiction over all disputes relating to this agreement. When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this agreement, SBDB or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

11. General Provisions.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of SBDB. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between SBDB and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

12. Installation .

Installation and set up of SBDB Software Pty Ltd software and an account at an SBDB Software Pty Ltd product website is the process by which SBDB Software Pty Ltd validates that your software and/or serial number are genuine and being used as allowed by your license. It is intended to protect both your rights as a consumer and SBDB Software Pty Ltd's rights as a software developer. When you install a software product from SBDB Software Pty Ltd, you agree to the license to use that software. Installation and set up protects SBDB Software Pty Ltd by ensuring that our software is used in accordance with a license. You may not be able to use your SBDB Software Pty Ltd software if it is not activated.

13. Communicated Information During Installation.

During the Installation and set up process, information about the following is sent to SBDB Software Pty Ltd via an internet connection: your computer, your computer's operating system, the SBDB Software Pty Ltd software in use on your computer and the SBDB Software Pty Ltd product account username and password you have set up, and the domain name you are associating with that product. In addition, the Internet Protocol address of your Internet connection may be received by SBDB Software Pty Ltd. All the foregoing information is collectively referred to as the "Received Information" and is stored by SBDB Software Pty Ltd. SBDB Software Pty Ltd may use the Received Information, alone or in conjunction with other information you or third parties have provided to SBDB Software Pty Ltd, to detect and prevent fraud and abuse of SBDB Software Pty Ltd products and services, such as the use of SBDB Software Pty Ltd software that is not validly licensed or that is not used in accordance with a valid license.

14. Internet Connectivity and Privacy.

14.1 Automatic Connections to the Internet. The Software may cause your Computer, without additional notice, automatically to connect to the Internet and to communicate with an SBDB website or SBDB domain for purposes including, but not limited to, license validation and providing you with additional information, features, and functionality. Unless otherwise specified in Sections 14.2 through 14.6, the following provisions apply to all automatic Internet connections by the Software:

14.1.1 Whenever the Software automatically connects to SBDB over the Internet, the Internet protocol address ("IP Address") that is associated with your current Internet connection is collected by SBDB along with any other information transmitted by the Software to SBDB, as described herein, in the SBDB Online Privacy Policy (<http://www.sbdbsoftware.com/privacy>) and in any other additional terms of use from SBDB that you may accept or be subject to;

14.1.2. If you sign onto an SBDB Online Service (as defined below) your user name, email address, and password may be sent to SBDB's web host servers and stored by SBDB in accordance with the notice and any additional terms of use that may be presented to you at that time. This information may be used by SBDB to send you transactional messages to facilitate the SBDB Online Service;

14.1.3 SBDB may deliver in-product marketing to provide information about the Software and other SBDB products and Services, including but not limited to platform version, version of the Software, license status and language; and

14.1.4 Whenever the Software makes an Internet connection and communicates with an SBDB website, whether automatically or due to explicit user request, the SBDB Privacy Policy (<http://www.sbdbsoftware.com/privacy>) shall apply. Additionally, unless you are provided with Additional Terms of Use, the [sbdbsoftware.com Terms of Use](http://www.sbdbsoftware.com/terms) (<http://www.sbdbsoftware.com/terms>) shall apply.

14.2 Updating. The Software may cause your Computer, without additional notice, automatically to connect to the Internet (intermittently or on a regular basis) to check for Updates that are available for download to and installation on your Computer and to let SBDB know the results of installation attempts. Please consult the individual product or Software Documentation for information about changing update settings.

14.3 Deactivation. If you want to deactivate and uninstall the Software from your Computer in order to install and activate the Software on another Computer in accordance with this agreement ("Deactivation"), Deactivation may not occur until you are connected to the Internet.

14.4 Use of Online Services. The Software may cause your Computer, without additional notice and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by SBDB or third parties as further described in Section 16.5 (Online Services). In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when you are offline. Please consult the Documentation for information about changing update settings.

14.5 Digital Certificates. The Software uses digital certificates to help you identify downloaded files (e.g., applications and content) and the publishers of those files. Your Computer may connect to the Internet at the time of validation of a digital certificate. Please see Section 16.6 for further information regarding digital certificates.

15. Peer to Peer Communications.

The Software may use your connection to a local area network, without additional notice, automatically to connect to other SBDB software and, in doing so, may indicate on the local area network that it is available for communication with other SBDB software. These connections may transmit the IP Address of your connection to the local network but no personally identifiable information is ever transmitted or received through such network connections (except to the extent that IP addresses may be considered personally identifiable in some jurisdictions). Please consult the Documentation for information about changing default settings.

16. Specific Provisions and Exceptions.

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

16.1 No Prejudice, European Union Provisions.

16.1.1 This agreement will not prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.

16.1.2 If you obtained the Software in the European Union (EU), you usually reside in the EU, and you are a consumer (that is you use the Software for personal, non-business related purposes), then Section 6 does not apply to your purchase and use of the Software. Instead, SBDB warrants for a period of 2 years from purchase that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") when used on the recommended hardware

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16.1.3 Nothing included in this agreement (including Section 4.4) shall limit any non-waivable right to decompile the Software that you may enjoy under applicable law. For example, if you are located in the European Union (EU), you may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked SBDB in writing to provide the information necessary to achieve such operability and SBDB has not made such information available. In addition, such decompilation may only be performed by you or someone else entitled to use a copy of the Software on your behalf. SBDB has the right to impose reasonable conditions before providing such information. Any information supplied by SBDB or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of SBDB or its licensors.

16.2 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this section applies. The Pre-release Software is a pre-release version, does not represent final product from SBDB, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. SBDB may never commercially release the Prerelease Software. If you received the Pre-release Software pursuant to a separate written agreement, such as the SBDB Software Pty Ltd License Agreement for Pre-release Software, your use of the Software is also governed by such agreement. You will promptly return or destroy all copies of Prerelease Software upon the earlier of SBDB's request or upon SBDB's commercial release of such Software unless otherwise stated by SBDB. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.

16.3 SBDB does not guarantee any third party software or service associated with SBDB software will perform or communicate with SBDB software or services as expected or outlined in any SBDB Software or instructions.

16.4 Font Software. If the Software includes font software:

16.4.1 You may use the font software with the Software on Computers as described in Section 2 and output the font software to any output device(s) connected to such Computer(s).

16.4.2 If the Permitted Number of Computers is five (5) or fewer, you may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such Computers for the purpose of having the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.

16.4.3 You may take a copy of the font(s) you have used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process your file, provided such service bureau has a valid license to use that particular font software.

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