SOFTWARE LICENSING CONTRACT

The following information represents the contractual conditions for the use of software, manufactured Inertia Sound Systems, by you, the final user (hereinafter called the Licensee).

 By installing the software on your computer, or by registration, you are declaring yourself to be in agreement with the contractual conditions, so please read the following text carefully.

 If you are not in agreement with these conditions, you must not install the software.

CONTRACTUAL CONDITIONS

1. Object of the Contract

 The object of the contract consists of the computer programs recorded on downloaded files, the relevant usage instructions and program descriptions. These are described hereinafter as "Licensed software".

2. Scope of use

“Inertia Sound Systems” grants the Licensee, for the duration of this contract, rights - which are neither exclusive nor transferable (called hereinafter the "License") - to use the Licensed software and Licensed hardware on up to five (5) machines, computers etc.

 The Licensee can be a company, an entity or individual who pays the license fee. "Use" means storing, loading, installing, executing or displaying the software. Use above and beyond these limits, including use by a third party, is not permissible. The software is not supplied for use on a network or multi-user system. In such cases additional licenses must be requested from Inertia Sound Systems.

3. Permission to copy

 The Licensee is given the right to prepare only one machine-readable copy of the Licensed software for keeping in storage, provided such copy is only intended to replace or reconstruct used or destroyed copies of the original Licensed software, and is only used within the context of the rights assigned under this contract.

4. Intellectual Property Rights

“Inertia Sound Systems”- or any licensor of Inertia Sound Systems- is the holder of all rights of ownership and other rights over the Licensed software(downloaded etc), hardware,documentation and printed material given to the Licensee in execution of this contract.

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5. Exclusivity of Licensed software and hardware

The Licensee is to use the Licensed software he receives from “Inertia Sound Systems”, all copies thereof, and all pertinent documentation exclusively for his own purposes, and must keep it separate from third parties.

He must ensure that no third party or any of his own employees, unless authorised, will have access to the Licensed software, may copy part or all of the Licensed software, or be given any opportunity to do so. The Licensee bears legal liability towards “Inertia Sound Systems” for any loss or damage - including any subsequent losses incurred by “Inertia Sound Systems” - resulting from the Licensee not keeping the programs for exclusive use, or not doing so with sufficient assiduity.

 The Licensee is in particular not entitled to grant any third party rights of usership over the Licensed software or hardware. Occasional use by a third party is only permissible if this is absolutely essential for the Licensee's use. Renting or lending out the Licensed software and hardware is expressly forbidden.

6. Guarantee and legal liability

“Inertia Sound Systems”and the Licensee are aware that functional defects in the Licensed software cannot be totally ruled out, despite the present state of technical knowledge, even if the very greatest care is taken. The unrestricted functionality of the Licensed software and/or the rectification of all faults therefore cannot be totally guaranteed. “Inertia Sound Systems” ’s legal liability for programming errors in the Licensed software, including later up-dates provided for under this contract, is therefore restricted only to any case of “Inertia Sound Systems”acting with intent.

Having stated this,” Inertia Sound Systems” takes on the guarantee towards the Licensee that, at the point in time when the contract is concluded, the licensed software and hardware will prove to be free of all material and technical defects under normal operating conditions. The Licensee cannot make any claims of any kind against “Inertia Sound Systems” for any damage or malfunction caused (to programs, hardware, PCs, Machines etc of Licensee) by the implementation of software, or for medical issues of the user –licensee, except from cases of “Inertia Sound Systems”acting with intent.

Inertia Sound Systems bears no responsibility for any use of the program by the Licensee and its products based on it.

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 All guarantee claims on behalf of the Licensee become invalid if he tampers with the Licensed software or hardware, or modifies them in any way whatsoever, regardless of the extent of such modifications. The translation of the Licensed software into any other program language is also to be regarded as a modification.

At “Inertia Sound Systems”’s discretion, the guarantee can take the form of changing the Licensed software or hardware, or exchanging it for different Licensed software or hardware. In those instances when, within the context of the guarantee, the scope of the Licensed software would have to be changed, in particular if more memory capacity is needed for the program, the Licensee can make no claims of any kind against “Inertia Sound Systems”.

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The Licensee has no rights over and above the aforementioned. “Inertia Sound Systems” bears no liability for any loss or damage to the Licensed software or hardware, or to other programs and/or the hardware being used, for the loss of working results, turnover, or profit, or for direct or indirect loss or damage suffered by the Licensee or any third party, unless such loss or damage has been caused by “Inertia Sound Systems” acting with intent.” Inertia Sound Systems” in particular provides no guarantee that the Licensed software or hardware meets the Licensee's requirements and purposes, or can work in conjunction with other programs he may have selected. The responsibility for the correct selection and for the use of the Licensed software and hardware, and for the results aimed for or achieved, is borne by the Licensee.

7. Duration of the contract and notice of termination
 The contract comes into force from the moment the software is installed on your computer, and remains in force for an unspecified time until notice of termination is served either by the Licensee or by “Inertia Sound Systems”.

 The Licensee can serve 30 days notice of termination at any time by e-mail.

Both parties are free to serve extraordinary notice of termination for a major cause. If the Licensee should infringe any of the above obligations, this will be regarded as a major cause justifying “Inertia Sound Systems”'s termination of the contract. “Inertia Sound Systems”is free to decide at its own discretion in what form this notice should be served.

As soon as the notice of termination takes effect, the Licensee has to return to “Inertia Sound Systems”the originals of the Licensed software and the hardware he received from “Inertia Sound Systems”, to destroy all copies and recordings of the Licensed software, and to give a legally binding written assurance that he has done so.

8.Concluding stipulations

The Licensee declares himself to be in agreement with the use of personal data obtained through this business relationship by “Inertia Sound Systems” for its own company purposes, and for the purposes of its Company Group, within the boundaries of the relevant Data Protection laws. The parties to this agreement shall comply with the legal provisions regarding the protection of data.

 If any stipulation of this License contract should be or become invalid, either completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulation with a valid regulation which comes as close as possible to the purpose originally intended.

## This agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Greek law and submitted to the non-exclusive jurisdiction of the Courts of the city of Athens, Greece.

 Should you have any queries concerning this License contract, please contact in writing……….../