

## LICENSE AGREEMENT

on the use of Max Keyboard Macro Programmable Software

This license agreement (hereinafter referred to as the "Agreement") constitutes a contract between Max Keyboard which is the owner of exclusive license for Max Keyboard Macro Programmable Software (hereinafter referred to as the "Company"), and you (hereinafter referred to as the "User").

This Agreement contains definitions and conditions under which the User can use Max Keyboard Macro Programmable Software.

## TERMS AND DEFINITIONS

All terms given in this section of the Agreement shall have the following meaning for this Agreement only, and shall not be construed to suggest otherwise when used in respect of the conditions set forth in this Agreement.

Program means the Max Keyboard Macro Programmable Software and all related printed materials, help and online documentation as well as all copies and all derivative works related to this software, including but not limited to, all updates and modifications.

Program-based Derivative means any program, work or information created by the User or a third party using the Program or any of its parts.

License means the right provided by the Company allowing the User to use one copy of the Program.

Official Website of the Company means the website of the Company available on the Internet at <http://www.MaxKeyboard.com>

Confidential Information means the contents of the Program (source code) as well as other information about the Program that the Company may deem confidential.

## 1. GENERAL PROVISIONS

The User shall use the Program within the bounds of this Agreement only. By using the Program, the User thus consents to the conditions set forth in this Agreement. If the User does not wish to be bound by this Agreement, he/she shall not install and use the Program.

Every use of the Program is subject to this Agreement. Any use of the Program or any of its parts, which contradicts the conditions of this Agreement, is prohibited. If the law of the User's country makes a provision for a different order of using similar products, the User may still use the Program only in the way and within the bounds stipulated by this Agreement.

## 2. GRANT OF LICENSE

The Company grants the User the right to use the Program under a simple non-exclusive license.

The User has the right to use the Program on the territory determined in section 7 of this Agreement in the following manner:

- One installation per keyboard (writing to the computer memory) of a copy of the Program available through the official website of the company.

## 3. EXCLUSIVE RIGHT AND LIMITATIONS

Exclusive right:

The Company owns the exclusive license for the Program, and also the Company has the exclusive right to its own registered trademarks.

The Company has the right to:

- use the information received from the User to improve the Program, including informing the User about the introduced improvements, updates;
- notify the User that the copy of the Program is illegal and is used without a License.

Limitations:

The User has no right to:

- make copies of the Program and let a third party copy the Program;
- deploy additional copies of the Program on the Website;
- install and use the Program on other Computers, if there were no separate Licenses obtained for them;
- extract, excerpt or use any part of the Program to create any Program-based Derivatives as well as provide such possibility to a third party;
- sell, transfer, obligate, license, sublicense, rent, lease, give for temporary use, yield or convey (by selling, exchanging, giving as a gift, by law, or in any other way) the Program, any of its copies (or any of its parts), Licenses and other rights to them, partially or in full, to a third party without a prior written consent of the Company;
- remove, hide, modify or make barely visible any copyright, trademark or other proprietary notices contained within any part of the Program without a prior written consent of the Company;
- prevent the Company from obtaining information about the usage of the Program.

## 5. WARRANTIES AND LIMITATIONS

The Program is provided "AS IS" with all possible malfunction and in the state that is actual by the time the User pays the compensation to the Company.

Under no circumstances the Company guarantees error-free and uninterrupted performance of the Program and that the Program will meet the requirements of the User as well as the Company disclaims any other warranties to the extent to which it is permitted by the effective law.

## 6. LIABILITY

The User assumes all the risks related to the performance and the usage of the Program, including the risk of not getting the expected performance, the risk of a software failure after the Program is installed, etc.

Under no circumstances the Company is liable to the User for any damages (including, but not limited to, any loss of profits and confidential or other information, the damages caused by an interruption of the business, loss of revenue, turnover, business reputation or data, neglected business opportunities, any indirect, incidental, special, punitive or consequential damages) related to the usage of or impossibility to use the Program.

In the event that the law of the User's country concedes no limitation of liability, or the liability of the Company is recognized by the competent court, the Company will be liable only for actual damage incurred from using this Program if the damage is caused by a tort of the Company, or if the damage is caused by the reasons that the Company knew or should have known. The maximum amount of liability of the Company is limited to the amount of the compensation that the User paid for the keyboard.

The limitations of liability of the Company that are specified in this section of the Agreement apply to the Program and all associated objects.

## 7. TERMINATION OF LICENSE AND AGREEMENT

The Agreement is effective until terminated. The Agreement and the License are terminated immediately after the User violates any part of this Agreement without any additional notice from the Company. And the User consents to immediately remove the Program together with all copies, modifications and upgrades, or any Program-based Derivatives.

The territory for this Agreement shall be the entire world. The User has the right to terminate the License at any time by discontinuing the Agreement and removing the Program together with all copies from computer(s).

## 8. FINAL PROVISIONS

This Agreement complies with the effective law of the international agreements on copyright and intellectual property.

If any condition of this Agreement for any reason becomes unenforceable, or is voided or declared invalid by the competent court, then it is regarded as an omission from the text of this Agreement, which, however, shall by no means affect the legitimacy and validity of the other conditions.

The section headings in the text of the Agreement are for convenience only and have no independent legal force, and shall not be interpreted in relation to the conditions of the Agreement.

The User acknowledges that he has read this Agreement carefully and understood it completely, and agrees to accept its terms and conditions.

The Company may unilaterally change this Agreement. The changes in the conditions of the Agreement shall come into force on the date of publishing on the Official website of the Company, unless otherwise is specified in the publication, and become mandatory for acceptance and satisfaction by the User for further usage of the Program. The User is notified of the changes through a notice on the Official website of the Company where the text of the changes is published as well as a respective notification is sent to the User's email address.

The User acknowledges that the Company may suffer damage if the conditions of this Agreement are not respected, and therefore the User agrees that the Company has the right to use any form of protecting the violated rights and legitimate interests, including the direct appeal to the appropriate court without a necessity to comply with the claim settlement procedure.

Any dispute arising out or in connection with this agreement, including any question regarding its interpretation, validity or termination, shall be referred to and finally resolved by the law of the state of California.

The Parties acknowledge the legal validity of the documents sent by email. The documents sent by the Company are considered created in the proper written form if they are sent sales@maxkeyboard.com. The documents sent by the User are considered created in the proper written form if they are sent from the email address given by the User to the Company according to section 1 of the Agreement. An email message is considered sent to the proper email address if it is sent to the email addresses mentioned above.

The Program is protected by the law of international legislation on copyright and intellectual property.