

LICENSE AGREEMENT

MACKIE END USER LICENSE AGREEMENT • SEPTEMBER 2009

This License Agreement is for your Mackie Software Driver and Authorization Application (the "Software"). By opening the package containing the Software, or by downloading, installing, copying or otherwise using the Software, you agree to be bound by the terms of this License Agreement. This License Agreement is between you and LOUD Technologies, Inc. (Also referred to as "LOUD".) If you do not agree to the terms of this License Agreement do not install, or otherwise use the Software in any manner.

1. License. YOU (either as an individual or an entity) MAY: (a) use the Software in conjunction with your LOUD Technologies hardware; (b) install and use the Software on as many computers as you want, so long as each computer is connected to an appropriate piece of LOUD hardware; and (c) install another copy of the Software in the event that the first Software installation is unusable.

YOU MAY NOT: (a) distribute copies of the Software or the applicable documentation to others; (b) modify, rent, lease or grant sublicenses or other rights to the Software; (c) create any derivative work based on the Software; and/or (d) use the Software in conjunction with other third-party hardware designed to emulate the operation of LOUD hardware.

2. Copyright. This License is not a sale of the Software or any other copy. LOUD Technologies, Inc. retains title and ownership of the Software and documentation, including all intellectual property rights. No title to the intellectual property in the Software is transferred to you. You will not acquire any rights to the Software except as expressly set forth above.

3. Reverse Engineering. The Software constitutes valuable trade secret information. You agree not to disclose the Software to others, in whole or in part, You also agree that you will not attempt, and if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to reverse engineer, disassemble, compile, modify, translate, or otherwise alter the Software or any associated LOUD Technologies, Inc. hardware, or software, in whole or in part.

4. Warranties. LOUD TECHNOLOGIES, INC. AND ITS LICENSOR(s) (hereafter collectively referred to as "LOUD TECHNOLOGIES, INC.") DO NOT WARRANT THAT THE LOUD TECHNOLOGIES, INC. SOFTWARE NOR ANY THIRD-PARTY SOFTWARE AVAILABLE FOR DOWNLOAD (collectively the "Software") ARE ERROR FREE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." LOUD TECHNOLOGIES, INC. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT LOUD TECHNOLOGIES, INC. OR AN AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6. No Liability for Consequential Damages. IN NO EVENT SHALL LOUD TECHNOLOGIES, INC. BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE LOUD TECHNOLOGIES, INC. SOFTWARE, EVEN IF LOUD TECHNOLOGIES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOUD TECHNOLOGIES, INC.'S LIABILITY FOR ANY CLAIM, LOSSES, DAMAGES OR INJURY, WHETHER CAUSED BY BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE LICENSE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. Term. This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Software together with destroying any copies in any form. This Agreement, including the license to use the Software, will terminate automatically if you fail to comply with any requirement or condition.

8. Upgrades: LOUD may at its discretion release upgrades to the Software. LOUD has no obligation to offer free or discounted upgrades to any end user of the Software.

9. Governing Law and Severability. This Agreement will be governed by the laws of the State of Washington and will be interpreted as if the agreement were made between Washington residents and performed entirely within Washington. If for any reason a court finds any provision of this License unenforceable, that provision will be enforced to the maximum extent possible, and the remainder of the License shall continue in full force and effect.

10. Entire Agreement. This is the entire agreement between you and LOUD Technologies, Inc. AND supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No amendment or modification of this agreement will be binding unless in writing and signed by a duly authorized representative of LOUD Technologies, Inc.