

END USER LICENSE AGREEMENT

M-Noise™ Test Signal



Before you can download or use the Meyer Sound M-Noise™ test signal ("M-Noise™"), you must read and acknowledge the following license agreement:

IMPORTANT—READ CAREFULLY

This license agreement is a contract between you and Meyer Sound Laboratories, Incorporated ("Meyer Sound") relating to your download and use of M-Noise™. By clicking on the "Accept" button below, or by otherwise downloading or using M-Noise™, you agree to be bound by the terms of this agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD OR USE M-NOISE™.

Ownership

M-Noise™ and related technologies are the property of Meyer Sound and are protected by U.S. and foreign intellectual property laws. All rights not expressly granted herein are reserved to Meyer Sound. You may not remove any proprietary notice of Meyer Sound from any documentation or metadata associated with M-Noise™.

Permitted Uses

M-Noise™ is provided to you in Waveform Audio File Format (.wav). Under this license agreement, you may use M-Noise™ to measure the performance of any loudspeaker system. Detailed instructions on the proper use of M-Noise™ are provided on the Meyer Sound website.

Use Restrictions

Under this agreement, you may not sell, distribute, modify, reverse engineer or create derivative works based on M-Noise™, nor shall you permit others to do so. If you wish to distribute M-Noise™ in any manner, please first contact Meyer Sound to discuss a special licensing arrangement.

Warranty Disclaimer

M-Noise™ is provided to you "as is." Meyer Sound disclaims all warranties with respect to M-Noise™, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The entire risk as to the performance of M-Noise™ resides with you, the user. Meyer Sound does not warrant that the functionality of M-Noise™ will meet your requirements or that your use of M-Noise™ will be error free.

Limitation of Liability

In no event shall Meyer Sound be liable to you or to any third party for any consequential, incidental or special damages (including lost profits) arising out of or in any way connected with this agreement or your use of M-Noise™, regardless of legal theory, even if Meyer Sound has been advised of the possibility of such damages.

Indemnification

You agree to fully indemnify, hold harmless and defend Meyer Sound, its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs), which arise out of or relate to your use of M-Noise™.

Termination

Meyer Sound may terminate this agreement if you fail to comply with its terms and conditions. Termination of this agreement shall terminate your right to use M-Noise™. All other provisions of this agreement shall survive termination.

Governing Law and Venue

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California. Any suit brought by either party against the other on the basis of any controversy or claim arising out of or relating to this agreement or the breach thereof, shall only be brought in state or federal court in the State of California, County of Alameda or, in the case of federal court, the Northern District of California, and you hereby submit to the personal jurisdiction of and venue in such court.

General

If a court of competent jurisdiction holds any provision of this agreement invalid, such provision shall to that extent be deemed omitted and shall not affect the remaining provisions of this agreement, which shall remain in full force and effect. This agreement constitutes the entire agreement between you and Meyer Sound with respect to M-Noise™ and your use thereof. Any changes to this agreement must be in writing and signed by an authorized representative of Meyer Sound. A waiver of a term of this agreement shall not be deemed a continuing waiver of such term or a waiver of any other term of this agreement.

Privacy Policy

Meyer Sound is committed to protecting your privacy. Please take a moment to carefully review Meyer Sound's privacy policy at <https://meyersound.com/legal> ("Privacy Policy"), as it contains important information on how and why Meyer Sound collects, stores, and uses your personal information, your rights in relation to your personal information and how to contact Meyer Sound if you would like to exercise those rights. If you do not agree with the Privacy Policy, please do not use the Meyer Sound website or download or use M-Noise™.

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Patent Pending.