

Informusic Terms of Use

These Terms of Use (the “Terms” or “Agreement”) govern your use of the software platform “Informusic” (“Application”) that was created by Informusic LLC., (“Company”). Provided you agree to, and comply with, these Terms, Company grants you a license to use the Application on a computer or mobile device for the purpose of accessing music and related historical and musicological information, including biographies of composers. If you do not agree with or are not willing to comply with any portion of these Terms, do not download or use the Application.

Acceptance of Terms

The terms and conditions outlined in these Terms govern all matters related to your installation and use of the Application and supersede all other agreements, representations, warranties and understandings with respect to the Application. By entering into these Terms electronically, you agree that these Terms have the same force and effect as an agreement made in writing and that Company may provide you with any notices and terms about the Application electronically by posting such notice on the Site.

Update and Modification of the Terms

You agree that Company is not obligated to create or provide any support, corrections, updates, upgrades, bug fixes and/or enhancements of the Application (each an “Update”). However, in the event Company decides to offer an Update, you agree that Company may amend these Terms in connection with such Update without specific notice to you and that your installation and use of the Update is conditioned upon your acceptance of any revised Terms. The current version of these Terms will be posted at www.informusic.com (the “Site”) and you are responsible for reviewing the version of the Terms available at the Site before installing an Update. By installing an Update, you are representing that you have reviewed the then-current version of the Terms at the Site and agree to be bound by such version. You may not install any Update unless you agree to the then-current version of the Terms.

Ownership Rights and License

As between you and Company, the Application, and all content (except for Third Party Content as described below) contained within the Application, is and shall remain the sole property of Company and is subject to protection under U.S. and foreign copyright laws. All third-party information (such as, audio files, music files or other sounds) that you may have access to by using the Application (“Third-Party Content”) may be protected by intellectual property rights that are owned by the individual or entity from which such Third Party Content originated. Company reserves the right (but has no obligation) to filter or refuse to transmit any Third-Party Content via the Application. You agree that your use of the Application to communicate with any third parties is at your own risk.

Company grants you a personal, revocable, limited, non-transferable license to use the Application on either (a) a personal computer, (b) any iPhone, iPad or iPod

Touch as permitted by the Usage Rules set forth in the App Store Terms and Conditions, or (c) any Android-enabled mobile device subject to the Android Market Terms of Service and Policies (the "Usage Rules"). This license does not allow you to copy, disassemble, attempt to derive the source code of, modify, create derivative works of, rent, lease, lend, sell, redistribute or sublicense the Application or any Third-Party Content (either in whole or in part). All Updates will be governed by the version of these Terms published by Company as of the date you install such Update. Any rights not expressly granted herein are reserved.

User Conduct and Compliance with Laws

You agree that the Application merely provides a software service that enables you to access music and related historical and musicological information, including biographies of composers.

Termination

These Terms are effective until terminated by you or Company. Your rights under these Terms will terminate automatically without notice from Company if you fail to comply with any term(s) of this license. Upon termination of these Terms you shall cease all use of the Application, and delete all copies, full or partial, of the Application.

No Warranty

You expressly acknowledge and agree that your use of the Application is at your sole risk and that, to the maximum extent permitted by applicable law, the Application and any content or information provided by the Application are provided "as is" and "as available", with all faults and without warranty of any kind, and Company hereby disclaims all warranties and conditions with respect to the Application and any content or information provided by the Application, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Company does not warrant that the Application or any content provided by the Application, will meet your requirements, that the operation of the Application will be uninterrupted or error-free, or that defects in the Application will be corrected. No oral or written information or advice given by Company or its authorized representatives shall create a warranty.

Limitation of Liability

To the extent not prohibited by applicable law, in no event shall Company be liable for personal injury, or any incidental, special, punitive, exemplary, direct, indirect or consequential damages whatsoever, including, without limitation, property damage or injury to another person, damages for loss of profits, corruption or loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use of or inability to use the Application, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Company has been advised of the possibility of such damages. Some jurisdictions do not allow the

exclusion of limitation of personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Company's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Arbitration; Applicable Law

This agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. Please read this carefully. It affects your rights.

Except for a claim by Company of infringement or misappropriation of Company's patent, copyright, trademark, or trade secret, any and all disputes between you and Company arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Application.

You agree that by entering into this agreement, you and Company are each waiving the right to trial by jury or to participate in a class action. You and Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Company must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Boston, Massachusetts. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in Boston, Massachusetts. Claims of infringement or misappropriation of Company's patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in Boston, Massachusetts.

This Agreement constitutes the entire agreement between you and Company and supersedes all prior or contemporaneous understandings and agreements, oral or written, relating to the subject matter hereof.

The laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules that would result in the laws of a State other than Commonwealth of Massachusetts, govern this license and your use of the Application. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

Acknowledgement

Company and you acknowledge that this Agreement is concluded between Company and you only, and not with Apple, Inc., or Google, Inc. Company, not Apple or Google, is solely responsible for Application and the content thereof. To the extent this Agreement provides for usage rules for Application that are less restrictive than the Usage Rules set forth for Application in, or otherwise is in conflict with, the App Store Terms of Service, or any similar policy published by Google, the more restrictive or conflicting Apple or Google term, as applicable, applies.

Scope of License

The license granted to you for Application is limited to a non-transferable license to use Application on a personal computer that you own or control, an iOS Product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service any similar policy published by Google from time to time.

Maintenance and Support

Company is solely responsible for providing any maintenance and support services with respect to Application, as specified in this Agreement (if any), or as required under applicable law. Company and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

Warranty

Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of Application to conform to any applicable warranty, you may notify Apple or Google, as applicable, and Apple or Google may refund the purchase price for Application to you; and to the maximum extent permitted by applicable law, neither Apple nor Google will have any other warranty obligation whatsoever with respect to Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company's sole responsibility.

Product Claims

Company and you acknowledge that Company, not Apple or Google, is responsible for addressing any claims of you or any third party relating to Application or your

possession and/or use of Application, including, but not limited to: (a) product liability claims; (b) any claim that Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Company's liability to you beyond what is permitted by applicable law.

Intellectual Property Rights

Company and you acknowledge that, in the event of any third party claim that Application or your possession and use of Application infringes that third party's intellectual property rights, Company, and neither Apple nor Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Company Name and Address

Company's contact information for any end-user questions, complaints or claims with respect to Application is info@informusic.com

Third Party Beneficiary

You acknowledge and agree that Apple and Google, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple or Google, as applicable will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

Indemnification

You agree to indemnify, defend, release, and hold harmless Company, its partners, licensors, affiliates, contractors, officers, directors, employees and agents from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the Application or any Conferencing Service, (c) any breach of these Terms by you, and/or (d) your violation of any law or of any rights of any third party.

Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, Company will be irreparably damaged, and therefore you agree that Company shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.