

VOID NOTE™
Software License Agreement

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING OR USING THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

1. DEFINITIONS

"VOID NOTE™ AB" means
Void Note™ AB
Rinkeby Hage
164 43 KISTA
Stockholm, SWEDEN
Org. number 556569-2372
International Phone: +46 707 751 251

"Software" means Eartraining I, a software application for mobile phones.

2. SOFTWARE LICENSE

2.1. **Intellectual Property Ownership.** The Software is the intellectual property of and is owned by Void Note™ AB. The structure, organization and code of Software are the valuable trade secrets and confidential information of Void Note™ AB. The Software is protected by law, including but not limited to the copyright, patent and Trademarks laws of Sweden and other countries, and by international treaty provisions. This agreement does not grant you any intellectual property rights in the Software and all rights are reserved by Void Note™ AB.

2.2. **General Use.** You may install and use one copy of the Software on one (1) Mobile phone.

3. RESTRICTIONS

3.1. **No Modifications.** You may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

3.2. **No Transfer.** YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER, MOBILE PHONE, PDA OR ANY OTHER PALM HELD COMPUTER DEVICE.

4. LIMITATION OF LIABILITY. IN NO EVENT WILL VOID NOTE™ AB OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, LOSS, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY, EVENT OF DEATH OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A VOID NOTE™ REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. VOID NOTE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY.

5. LIMITED WARRANTY. THE SOFTWARE ARE PROVIDED "AS IS", WITH ALL FAULTS. VOID NOTE™ AB DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION ON THE DEVICES MENTIONED IN THE DOCUMENTATION FOUND ON www.voidnote.com OR ON ANY OTHER DEVICES THAT MEETS THE SYSTEM REQUIREMENTS JAVA (J2ME) MIDP 2.0.

All warranty claims must be made in writing to tech@voidnote.com along with proof of purchase, info on mobile brand and model, what the fault is, within a sixty (60) day period. If the Software does not perform

substantially in accordance with the documentation on the website www.voidnote.com the entire liability of Void Note™ and its affiliates will be limited to either, at Void Note's option, replacement of the Software or refund of the purchase to the amount paid for the Software.

6. REFUND PAYMENT. No refund will be paid solely on regretting the purchase since this is a product that cannot be returned. This is according to Swedish law on Internet trade (SFS 2000:274) § 14.4 where this type of product (software), is excluded from the same law.

Void Note® is a registered Trademark in Sweden.

KISTA
Stockholm
SWEDEN
2007-02-06