

Cycling '74 Max 8 End-user License Agreement

This License Agreement governs use of version 8 of the Max software, including its components MSP, Jitter, Gen, and RNBO as well as the RNBO Cloud Compiler Service. The license terms or permissions granted for this version, and all its components, may be different than for previous versions and the use of each version and its components is subject solely to the terms and conditions of the license agreement supplied with that version and its components.

IMPORTANT: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, DO NOT INSTALL THE SOFTWARE.

1. License. Cycling '74, a California corporation ("CYCLING74") grants to the Licensee purchasing this copy of Max, and if applicable, add-on components, a nonexclusive license to use such Max software, including its components MSP, Jitter, Gen, and RNBO, supplied herewith (the "Software") and the associated documentation solely in accordance with this License. CYCLING74 and CYCLING74's Licensors retain title to the Software and related documentation. Only the number of Users for which Licensee has paid the applicable license fees may use the Software and documentation. "User(s)" means Licensee, if Licensee is an individual purchasing the Software for use at office or home (in which case Licensee's immediate family members residing in the same household shall not be considered additional Users), or, if Licensee is a corporation or similar business or commercial entity or government agency, its current employees. For qualifying educational institutions, "Users" also means faculty and staff teaching for or employed by Licensee and registered students enrolled at a single campus operated by Licensee. Subject to the limitations of this License, each authorized User may only use the Software on (i) any central processing unit ("CPU"), workstation or portable computer that is owned or controlled by Licensee, and (ii) any User-owned CPU, workstation or portable.

1a. Software Subscription. Software purchased by Licensee as part of a Subscription will be authorized for a period of time specified at purchase. Software Subscriptions can be renewed or canceled at any time. A canceled Subscription does not immediately become deactivated. Instead, the canceled Subscription remains active until the end of the subscription period for which Licensee paid. Software Subscription includes all upgrades and updates for duration of pre-purchased authorization period.

1b. Software License. A Software License purchased by Licensee can be used as long as Licensee has a functional operating system noted in the Software's system requirements. CYCLING74 not responsible for changes in Third Party operating systems. Upgrades must be purchased

separately for Software Licenses.

2. Runtime License. The Max runtime software may be copied and/or re-distributed in conjunction with User's Max-derived software application(s). It may not be distributed or sold by itself.

3. Account. Licensee is responsible for all activity that occurs via the account Licensee creates inside the Software and on CYCLING74's website (cycling74.com). Please notify Customer Support immediately if Licensee becomes aware of any unauthorized account use. Licensee may not (a) Share account information (except with an authorized account administrator) or (b) use another Licensee's account.

4. Restrictions. This License sets forth the terms and conditions governing the use of the Software and documentation. Licensee may not use, reproduce in copies, adapt, distribute, perform, or display the Software other than as expressly stated in this License. Licensee may not rent or lease the Software or its documentation. The Software contains copyrighted works of authorship, trade secrets and other proprietary information of CYCLING74.

5. Technical Support. If the Licensee purchases an authorization for use of the Software directly from CYCLING74, Licensee is automatically registered and may receive technical support via telephone or electronic mail. For copies of the Software sold through suppliers other than CYCLING74, Licensee is entitled to technical support after registering with CYCLING74 by sending an electronic mail message to support@cycling74.com containing Licensee's name, and electronic mail address.

6. Cloud Services

During the term of this Agreement, Licensee may access and use the RNBO Cloud Compiler service (the "Service") provided by CYCLING74. CYCLING74 retains all right, title, and interest in and to the Service, including without limitation all software included in and used to provide the Service and all logos and trademarks reproduced through the Service. This Agreement does not grant Licensee (a) any right to reproduce, modify, distribute, or reverse engineer the software included in the Service or (b) any other right to the Service not specifically set forth herein.

6.a Ownership and Use of Data

By using the RNBO Cloud Compiler service, Licensee understands and agrees to transferring data to the Service for processing and storage. Licensee is solely responsible for ensuring that Licensee has the right to transmit any data provided to the Service. Licensee retains all right, title, and interest in and to Licensee's data. CYCLING74 shall use Licensee's data only as required to provide the Service and, only to the extent necessary, to protect its rights in any dispute with Licensee or as required by law. CYCLING74 will access, process

and use data in connection with Licensee's use of the Service in accordance with applicable privacy and data protection laws. Subject to applicable laws requiring otherwise, CYCLING74 shall be under no obligation to provide Licensee's with any of your data that may be stored when License uses the Service after license termination. Further Information about CYCLING74's data processing and privacy policies can be found at: <https://cycling74.com/privacy-policy>

6.b Traffic Information Data Collected

"Traffic Information" includes information about devices that connect to the Service, such as MAC addresses, device names, device types, operating systems, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., host names, protocols, port numbers, and IP addresses). CYCLING74 processes and stores Traffic Information in order to provide the Service.

6.c. Acceptable Use of Cloud Services

Licensee agrees to the following restrictions on the use of the Service. Company reserves the right to terminate or suspend Licensee's access to and use of the Service in the event Licensee violates any of these provisions.

6.c.1. Licensee may not use the Service to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

6.c.2. Licensee may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the Service any information the disclosure of which would constitute a violation of any confidentiality obligations Licensee may have.

6.c.3. Licensee may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Service's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Service.

6.c.4. Licensee is strictly prohibited from communicating on or through the Service any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate

any applicable local, state, national, or international law.

6.c.5. Licensee is expressly prohibited from compiling and using other personal information that may appear on the Service, for the purpose of creating or compiling marketing and/or mailing lists and from sending unsolicited marketing materials.

7. Termination. This License is effective until terminated by either CYCLING74 or Licensee. Licensee may terminate this License at any time by deleting all copies of the Software and its documentation from all computers owned and used by Licensee. This License will terminate immediately without notice from CYCLING74 if Licensee fails to comply with any provision of this License. Upon termination, Licensee must delete all copies of the Software and its documentation from all computers or machines owned and used by Licensee. Termination of your License does not relieve you of any obligation to pay any outstanding fees.

8. Disclaimer of Warranty. CYCLING74 makes no warranties of any kind with respect to any effect that use of Software or Service may have on third party software or applications with which Software or Service is used. Licensee expressly acknowledges and agrees that the use of the Software or Service and their documentation is at Licensee's sole risk. The Software or Service, documentation, and technical support are provided "AS IS" and "AS AVAILABLE" and without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, CYCLING74 AND CYCLING74'S LICENSOR(S) (FOR THE PURPOSES OF SECTIONS 5, 6, 7, 8), CYCLING74 AND CYCLING74'S LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS CYCLING74) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CYCLING74 DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICE WILL BE UNINTERRUPTED OR ERROR- FREE, OR BE ACCESSIBLE AT ANY GIVEN TIME, OR THAT DEFECTS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED. FURTHERMORE, CYCLING74 DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICE OR THEIR DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CYCLING74 OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL

CYCLING74 BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE OR ACCESS THE SOFTWARE OR SERVICE OR THEIR DOCUMENTATION, EVEN IF CYCLING74 OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. In no event shall CYCLING74's total liability to Licensee for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount paid by Licensee for the Software and its documentation.

10. No Waiver or Assignment. No delay or failure to take action under this License will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of CYCLING74, and no single waiver will constitute a continuing or subsequent waiver. This License may not be assigned, sublicensed or otherwise transferred by Licensee, by operation of law or otherwise, without CYCLING74's prior written consent, provided that Licensee may assign this License upon written notice to CYCLING74 in instances in which such assignment is to an entity which acquires all or substantially all of the business of Licensee, whether by merger, consolidation, or acquisition of assets.

11. Controlling Law and Severability. This License shall be governed by and construed in accordance with the laws of the United States and the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

12. Entire Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and Service and its documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. There shall be no contract for purchase or sale of the Software except upon the terms and conditions specified herein. Any additional or different terms or conditions proposed by Licensee or contained in any purchase order are hereby rejected and shall be of no force and effect unless expressly agreed to in writing by CYCLING74. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of CYCLING74.

Copyright © 2022 Cycling '74. All rights reserved.

