

SOFTWARE LICENSE AGREEMENT

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"The Program" means the "BareBones audio recorder" computer software program that captures audio, converts to MP3 format, and uploads to a web server, and associated documentation, available from denniehoopingarner.com.

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LICENSE

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YOU ASSUME RESPONSIBILITY FOR, AND HEREBY AGREE TO USE YOUR BEST EFFORTS IN, USING THE PROGRAM TO PROVIDE FOR SAFE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE OR QUALIFICATION WITH RESPECT TO ALL SAFETY LAWS, REGULATIONS AND AGENCY APPROVALS, AS APPLICABLE. THE PROGRAM IS NOT DESIGNED OR INTENDED FOR USE AS COMPONENTS IN ANY APPLICATION IN WHICH THE FAILURE OF THE PROGRAM COULD CREATE A SITUATION IN WHICH PERSONAL INJURY OR DEATH MAY OCCUR, AND YOU SHALL HAVE NO RIGHTS HEREUNDER FOR ANY SUCH APPLICATIONS.

LANGUAGE

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, have been and shall be written in the English language only.

SUPPORT

You acknowledge that The Company offers no support or maintenance of The Program.

GENERAL

This Agreement is governed by the laws of the State of Michigan and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation. This Agreement is the entire agreement between us and supersedes any other communications, representations or advertising with respect to The Program. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of the Agreement shall continue in full force and effect. The person entering into this Software License Agreement represents and warrants that such person is authorized to bind and does so bind his

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To accept the conditions of this license agreement, sign your name below and return it by email to Dennie Hoopingarner hooping4@msu.edu.

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you will deploy the
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