



PreSonus Beta Driver Agreement Terms and Conditions

- A. PreSonus has developed a driver and control panel software application called "Universal Control" that is available for beta release for a select group of PreSonus recording products. ("Universal Control").
- B. PreSonus desires that Universal Control be tested and used prior to general release.
- C. Licensee wishes to serve as a Beta test site for such Universal Control;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement, the parties agree as follows:

1. PreSonus grant to Licensee a non-exclusive, non-transferable license to use the Universal Control solely for Beta testing and Beta use from effective date of agreement to official release date of the products(s), subject to the term and conditions below.
2. In consideration for receiving a copy of Universal Control for testing, Licensee agrees to serve as a "Beta Site" for Universal Control and will notify PreSonus of all problems and ideas for enhancements which come to Licensee's attention during the period of this Agreement, and hereby assigns to PreSonus all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, trademark, or other intellectual property rights.
3. Licensee agrees that Universal Control is the sole property of PreSonus and includes valuable trade secrets of PreSonus. Licensee agrees to treat Universal Control as confidential and will not without the express written authorization of PreSonus:
 - I. Demonstrate, copy, sell or market Universal Control to any third party; or
 - II. Publish or otherwise disclose information relating to performance or quality of Universal Control to any third party; or
 - III. Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Universal Control or any portion thereof.
4. Universal Control is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. Universal Control may not operate correctly and may be substantially modified prior to first commercial shipment, or withdrawn. Universal Control is provided "AS IS" without warranty of any kind. The entire risk arising out of the use or performance of Software remains with Licensee. In no event shall PreSonus be liable for any damage whatsoever arising out of the use of or inability to use Universal Control.
5. This Agreement constitutes the entire and only agreement between the parties for Universal Control and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
6. Licensee shall comply with all applicable international, federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.
7. Failure of PreSonus to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.