**Digidesign Hardware Transfer of Ownership Program**

*To the Seller of Digidesign equipment and software:*

Digidesign Pro Tools core hardware systems include Pro Tools software and must be transferred and registered as a single unit. Pro Tools TDM core systems include Pro Tools|HD, Pro Tools|24 MIX, and Pro Tools|24. Pro Tools LE core systems: 003 Family, Mbox 2 Family, Digi 002 Family, Mbox, Digi 001, AMIII. If you sell your master Pro Tools system core card (primary HD core, Mix core, d24, Pro Tools III Disk I/O card) or Pro Tools LE Core hardware, the Pro Tools software license will be transferred along with the core hardware from your record, and upon transfer you will no longer be eligible for software updates or upgrades associated with the core hardware sold. **Registration of Plug-Ins and Optional Software Not Transferable:** Digidesign will not transfer product registration for used plug-ins or other optional software from the original owner to another owner.

*To the Buyer of Digidesign equipment and software:*

Core systems include Pro Tools software. That software should consist of an application program CD-ROM plus the Pro Tools authorization code or floppy kit. **It is your responsibility to obtain the software from the seller;** otherwise you will need to buy replacement disks or upgrades from Digidesign at your own expense.

Please list the Digidesign product(s) being transferred in the space provided below. **Serial numbers must be provided or Digidesign cannot process the transfer.** *All serial numbers begin with 2 or 3 capital letters.*

<table>
<thead>
<tr>
<th>Hardware Product Name</th>
<th>Serial Number on Hardware*</th>
<th>PT Version</th>
<th>Original Dealer (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**As the Seller**, I understand that this Transfer of Ownership registration relinquishes my right to further Digidesign support for items no longer registered in my name.

**Instructions for submitting completed form: www.digidesign.com/reg**

Previous Owner Name: ________________________________
Previous Owner Address: ______________________________________________________________
Previous Owner Phone: ________________________________
Signed: ____________________________  Dated: ______________

**As the Buyer**, I understand that this Transfer of Ownership registration does not extend the product’s warranty. I have read, and agree to, the Digidesign License Agreement on page 2.

New Owner Name: ______________________________________________________________
New Owner Address: ______________________________________________________________
New Owner Phone: ______________________________________________________________
New Owner E-Mail: ______________________________________________________________
Signed: ____________________________  Dated: ______________
Carefully read all the terms and conditions of this license agreement prior to using the transferred Software. SOFTWARE, FOR PURPOSES OF THIS AGREEMENT, SHALL INCLUDE ALL SOFTWARE PROGRAMS EMBEDDED ON A PRODUCT DISK, WHETHER DIGIDESIGN’S OR A THIRD-PARTY’S OR ANY COPY OF SUCH PROGRAMS. YOUR SIGNATURE ABOVE INDICATES YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS.

DIGIDESIGN END USER LICENSE AGREEMENT

1. License. YOU (either as an individual or an entity) MAY: (a) use the Software on a single computer; (b) physically transfer the Software from one computer to another provided that the Software is used on only one computer at a time and that you remove any copies of the Software from the computer from which the Software is being transferred; and (c) install a second copy of the Software in the event that the first Software installation is unusable.

YOU MAY NOT: (a) distribute copies of the Software or the documentation to others; (b) modify, rent, lease or grant sublicenses or other rights to the Software; and (c) use the Software in a computer service business, network, time-sharing, multiple CPU or multiple user arrangement without the prior written consent of Digidesign.

2. Copyright. This License is not a sale of the Software or any other copy. Digidesign and its licensors retain title and ownership of the Software and documentation, including all intellectual property rights. No title to the intellectual property in the Software is transferred to you. You will not acquire any rights to the Software except as expressly set forth above.

3. Reverse Engineering. You agree that you will not attempt, and if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to reverse engineer, disassemble, compile, modify, translate, or otherwise alter the Software in whole or in part.

4. Disclaimer of Warranty. DIGIDESIGN AND ITS LICENSOR(s) (hereafter collectively referred to as “DIGIDESIGN”) DO NOT WARRANT THAT THE DIGIDESIGN SOFTWARE NOR ANY THIRD-PARTY SOFTWARE AVAILABLE FOR DOWNLOAD (collectively the “Software”) ARE ERROR FREE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED “AS IS.” DIGIDESIGN DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT DIGIDESIGN OR AN AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

5. No Liability for Consequential Damages. IN NO EVENT SHALL DIGIDESIGN BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE DIGIDESIGN SOFTWARE, EVEN IF DIGIDESIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGIDESIGN’S LIABILITY FOR ANY CLAIM, LOSSES, DAMAGES OR INJURY, WHETHER CAUSED BY BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE LICENSE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

6. Term. This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Software together with destroying any copies in any form. This Agreement, including the license to use the Software, will terminate automatically if you fail to comply with any term or condition.

7. U.S. GOVERNMENT RESTRICTED RIGHTS AND EXPORT RESTRICTIONS: This Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country subject to a U.S. embargo; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the Software you are agreeing to the foregoing and are representing and warranting that (i) no U.S. federal agency has suspended, revoked, or denied you export privileges, (ii) you are not located in or under the control of a national or resident of any such country or on any such list, and (iii) you will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

9. Governing Law and Severability. This Agreement will be governed by the laws of the State of California and will be interpreted as if the agreement were made between California residents and performed entirely within California. If for any reason a court finds any provision of this License unenforceable, that provision will be enforced to the maximum extent possible, and the remainder of the License shall continue in full force and effect.

10. Entire Agreement. This is the entire agreement between you and Digidesign AND supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No amendment or modification of this agreement will be binding unless in writing and signed by a duly authorized representative of Digidesign.

I have read and agree with the terms of the Digidesign End User License Agreement.