End User Licence Agreement

Whiteley Events Wing Software (WING Control) • Version 0.7.0 • Effective 24 September 2026

1. Introduction

This End User Licence Agreement ("Agreement") is a legally binding contract between you ("you" or "Licensee") and **Whiteley Events Ltd**, a company registered in England and Wales under company number **08229242** with its registered office at **Decibel House, 32 Thyme Avenue, Whiteley, PO15 7NA** ("we", "us" or "Licensor").

This Agreement governs your installation and use of the Whiteley Events Wing Software desktop application, also shown as "WING Control", including any updates, upgrades, documentation and associated services (together, the "Software").

By installing or using the Software you confirm that you accept this Agreement. If you do not accept it, do not install or use the Software.

2. Licence grant

The Software is provided free of charge. Subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable, revocable, royalty-free licence to install and use the Software for your own internal business or personal use, including commercial use in your live events work.

3. Registration and check-in

On first use the Software asks for your name and email address, reads the computer's name, and creates a random installation identifier. The Software sends these details, together with its version, to our licensing service when it starts and about once a day while it runs ("check-in").

If the licensing service cannot be reached, the Software continues to work for up to thirty (30) days after its last successful check-in. We may withdraw the licence for an installation, for example for a breach of this Agreement; the Software then stops working at its next check-in.

4. Restrictions

You must not, and must not permit any third party to:

- copy the Software except as strictly necessary for normal use or back-up;
- redistribute, host, share, mirror, upload or make available the installer or any part of the Software to any third party — only we may distribute the Software;
- rent, lease, sublicense, resell or otherwise transfer the Software;
- reverse engineer, decompile, disassemble, modify or create derivative works of the Software, except to the extent such restriction is prohibited by applicable law;
- remove or obscure any proprietary notices, labels or marks within the Software;
- use the Software to develop a competing product;
- circumvent or tamper with any licensing, check-in, update or security mechanism.

5. Ownership

The Software is licensed, not sold. We and our licensors retain all right, title and interest in and to the Software and all intellectual property rights therein. No rights are granted to you other than those expressly set out in this Agreement.

6. Trademarks and compatibility

Behringer and WING are trademarks of their respective owners. The Software is an independent product that works with Behringer WING consoles; it is not made, endorsed or supported by Behringer or Music Tribe. Console behaviour may change with console firmware updates, and we do not guarantee compatibility with every firmware version.

7. Updates

The Software may check for updates. Update checks and downloads are made over HTTPS from sources controlled by us. Updates may add, modify or remove features and are governed by this Agreement unless accompanied by a separate licence.

8. Third-party components

The Software includes open-source components licensed under their own terms. Those licences are listed in the "Third-party Licences" notice supplied with the Software. Where any open-source licence conflicts with this Agreement in respect of the component it governs, that open-source licence prevails for that component only.

9. Personal data

Our use of personal data in connection with registration, check-in, update checks and support is described in our Privacy Notice, supplied with the Software and available at https://whiteleyevents.co.uk.

10. No charge

The Software is provided at no charge. We may in future offer paid versions, paid features or paid support; any such offering will be subject to its own terms of sale. Nothing in this Agreement obliges us to continue to offer the Software free of charge, and we may withdraw, suspend or change it at any time.

11. Warranties and disclaimer

We warrant that we have the right to grant this licence. Except for that warranty, and to the fullest extent permitted by law, the Software is provided "as is" and "as available" without any warranty of any kind, whether express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, satisfactory quality or non-infringement.

You are responsible for determining whether the Software is suitable for your use and for maintaining appropriate backups and fall-back arrangements for any time-critical production environment. **The Software controls a live mixing console. Functions such as scene recall, blanking the console and the oscillator change the console immediately. You must verify their effect in rehearsal and always keep the ability to operate the console directly from its own surface.**

12. Limitation of liability

Nothing in this Agreement limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

Subject to the foregoing, to the fullest extent permitted by law:

- we are not liable for indirect, special, incidental, consequential or punitive losses, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings or loss of data;

- because the Software is supplied free of charge, our total aggregate liability under or in connection with this Agreement is limited to £100.

13. Term and termination

This Agreement takes effect when you accept it and continues until terminated.

We may terminate this Agreement and withdraw the licence for an installation on notice if you materially breach this Agreement (including by attempting to circumvent the check-in).

You may terminate this Agreement at any time by uninstalling the Software and ceasing all use. On termination, your licence ends and you must delete all copies of the Software in your possession or control. Clauses intended to survive termination (including 4, 5, 11, 12 and 15) will do so.

14. Export controls

You must comply with all applicable export and sanctions laws. You must not use, export, re-export or transfer the Software in breach of such laws.

15. Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

16. Contact

Questions about this Agreement should be sent to hello@whiteleyevents.co.uk.

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