

## Audio Ease Altiverb license agreement

Carefully read the following legal agreement before installing the SOFTWARE.

**By installing this software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of the agreement, press Disagree and the installer will quit. If you have received a package, promptly return the package containing the SOFTWARE and/or DOCUMENTATION with a copy of the original receipt to the dealer from whom you have obtained it, who will then refund the purchase price as stated on the original receipt.**

Audio Ease BV, with its principal office at Utrecht, the Netherlands and USER intending to be legally bound, agree as follows:

Definitions:

In this agreement the following definitions will be in capitals. These definitions are understood to mean:

*COMPUTER PROGRAMMES* : Altiverb , the IRTool, (formerly known as IR PreProcessor) and their Installers.

*DOCUMENTATION* : user's manual and all other written material provided by Audio Ease, either in electronic or printed form.

*SOFTWARE* : COMPUTER PROGRAMMES and DOCUMENTATION.

*BACKUP* : one 1:1 copy of the COMPUTER PROGRAMMES made according to the terms of this agreement.

*USER* : the rightful owner of the electronic or physical media containing the COMPUTER PROGRAMMES and the rightful user of the DOCUMENTATION.

*USER-IRs* Impulse Repsonse Files created using *COMPUTER PROGRAMMES* by User

The SOFTWARE accompanying this license is licensed to you by Audio Ease under the terms of this agreement. You own any discs(s) on which the Audio Ease SOFTWARE is recorded, but Audio Ease retains title to the SOFTWARE and BACKUP

1. License. Audio Ease gives the USER the right to use the enclosed SOFTWARE under the terms of this agreement. This agreement gives the USER the right to install and use the The SOFTWARE may installed simultaneously on up to five (5) computers, provided that the software is only used on one computer at a time. This agreement gives the USER the right to make one copy of the COMPUTER PROGRAMMES in machine readable form for BACKUP purposes only. The BACKUP may only be used in the event that the original SOFTWARE is unusable. The USER is obliged to promptly return to Audio Ease the unusable original SOFTWARE within 14 days after the event occurred that caused the damage to the original SOFTWARE. The BACKUP must contain all copyright notices, any other proprietary legends and signs that were on the original disc(s) provided by Audio Ease. The USER may only use one authorization on only one computer at a time to run the COMPUTER PROGRAMMES. The USER may only transfer the SOFTWARE to another party provided that the other party reads and agrees to accept the terms and conditions of this agreement before the transfer of the SOFTWARE. The USER may only transfer the SOFTWARE and BACKUP to one party at the same time. The USER and the party to which the SOFTWARE is transferred are both obliged to send a written notice of the transfer to Audio Ease containing the name and address of the original USER and the party to which the SOFTWARE is transferred. The party to which the SOFTWARE is transferred will be considered USER.

Audio Ease gives the USER the right to sell and or distribute any *USER-IRs* under the terms of this License Agreement

2. Restrictions. The USER may not reverse engineer, disassemble, decompile, modify, alter or otherwise reduce the SOFTWARE in whole or in part to a human perceivable form. The USER may not electronically transmit the SOFTWARE in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the SOFTWARE in whole or in part.

USER understands that *USER-IRs* may not be used in any other software than Altiverb, and USER may not reverse engineer, disassemble, decompile, modify, alter or otherwise reduce the *USER-IRs* in whole or in part to a human perceivable form.

3. USER understands that the authorization procedure does not allow the use of COMPUTER PROGRAMMES on multiple computers simultaneously.

4. Termination. This agreement is effective until terminated. This agreement will terminate immediately if the USER fails to comply with any provision of this agreement. No prior notice from Audio Ease of this termination is necessary. Upon termination the USER must promptly send the SOFTWARE, related DOCUMENTATION and BACKUP to Audio Ease within 14 days. The USER may terminate this agreement by promptly giving written notice to Audio Ease and send the SOFTWARE, related DOCUMENTATION and BACKUP to Audio Ease within 14 days. In case this agreement is terminated by Audio Ease or the USER, the USER can not claim any refund.

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5. Export. The USER agrees and certifies that he will not export or re-export the SOFTWARE except as permitted by the laws and regulations of the United States and the law and regulations of the jurisdiction in which the USER obtained the SOFTWARE.

6. Limited warranty on media. Audio Ease warrants any disc(s) on which the SOFTWARE is recorded to be free from physical defects for a period of 90 days from the date of purchase as evidenced by a copy of the original receipt. Audio Ease will replace the original disc(s) or a part only if the original disc(s) are returned to Audio Ease with a copy of the original receipt. Audio Ease will have no responsibility to replace the disc(s) if the physical defects have resulted from accidents, abuse or misapplication. After the replacement of the original disc(s) with the physical defects by Audio Ease the ownership of the original diskettes will be by Audio Ease. Audio Ease disclaims all other warranties for physical defects of the disc(s).

7. No other warranties. The USER expressly acknowledges and agrees that the use of the SOFTWARE is at his sole risk. The SOFTWARE is provided "AS IS" and without warranty of any kind. Audio Ease does not warrant that the SOFTWARE is error free. AUDIO EASE EXPRESSLY 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, ACCOMPANYING DOCUMENTATION OR DISKETTES. 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 THE USER. THIS WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS AND THE USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. Should the SOFTWARE prove defective the USER (and not Audio Ease) assume the entire cost of all necessary servicing, repair or correction.

8. Limitation of liability. In no event shall Audio Ease be liable to the USER for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Audio Ease SOFTWARE even if Audio Ease has been advised of the possibility of such damages. In no event will Audio Ease's liability for any claim, whether in contract, tort, or any other theory of liability exceed the license fee paid by the USER as evidenced by a copy of the original receipt.

9. Other terms. This agreement is governed by Dutch law. The Court of Law in Utrecht, the Netherlands, is the only competent court and has the exclusive jurisdiction to handle all legal disputes which may arise between Audio Ease and the USER. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement. This is the entire agreement between the USER and Audio Ease which supersedes all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter of this agreement.

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## **Audio Ease IMPULSE RESPONSES license agreement**

Carefully read the following legal agreement before installing the IMPULSE RESPONSES.

By installing the IMPULSE RESPONSES you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of the agreement, Disagree. If you have received a package, promptly return the package containing the IMPULSE RESPONSES and/or DOCUMENTATION with a copy of the original receipt to the reseller from whom you have obtained it, who will then refund the purchase price as stated on the original receipt.

Audio Ease BV, with its principal office at Utrecht, the Netherlands and USER intending to be legally bound, agree as follows:

Definitions:

In this agreement the following definitions will be in capitals. These definitions are understood to mean:

IMPULSE RESPONSES: Acoustic Samples for use in Altiverb.

The IMPULSE RESPONSES accompanying this license are licensed to you by Audio Ease under the terms of this agreement. You own any media on which the Audio Ease IMPULSE RESPONSES are recorded, but Audio Ease retains title to the IMPULSE RESPONSES and BACKUP

The Audio Ease IMPULSE RESPONSES are protected by copyright laws and international copyright treaties, as well as other intellectual property rights laws and treaties. The IMPULSE RESPONSES are licensed under the terms of this agreement, not sold. Audio Ease retains title to the IMPULSE RESPONSES. The IMPULSE RESPONSES are licensed only for use in Altiverb sampled acoustics processor.

1. License. Audio Ease gives the USER the right to use the enclosed IMPULSE RESPONSES under the terms of this agreement. This agreement gives the USER the right to install and use the IMPULSE RESPONSES only in conjunction with Audio Ease 'Altiverb sampled acoustics processor'.

2. Restrictions. The USER may not install or provide use of the IMPULSE RESPONSES in a network. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, re-sample or re-record, decompile, modify, alter or reduce the IMPULSE RESPONSES in whole or in part to a human perceivable form. The USER may not electronically transmit the IMPULSE RESPONSES in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the IMPULSE RESPONSES in whole or in part.

3. No warranties. The USER expressly acknowledges and agrees that the use of the IMPULSE RESPONSES is at his sole risk. The IMPULSE RESPONSES is provided "AS IS" and without warranty of any kind. Audio Ease does not warrant that the IMPULSE RESPONSES are error free. AUDIO EASE EXPRESSLY DISCLAIMS ALL 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 IMPULSE RESPONSES, ACCOMPANYING DOCUMENTATION OR DISKETTES. 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 THE USER. THIS WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS AND THE USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. Should the IMPULSE RESPONSES prove defective the USER (and not Audio Ease) assume the entire cost of all necessary servicing, repair or correction.

4. Limitation of liability. In no event shall Audio Ease be liable to the USER for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Audio Ease IMPULSE RESPONSES even if Audio Ease has been advised of the possibility of such damages. In no event will Audio Ease's liability for any claim, whether in contract, tort, or any other theory of liability exceed the license fee paid by the USER as evidenced by a copy of the original receipt.

5. Other terms. This agreement is governed by Dutch law. The Court of Law in Utrecht, the Netherlands, is the only competent court and has the exclusive jurisdiction to handle all legal disputes which may arise between Audio Ease and the USER. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement. This is the entire agreement between the USER and Audio Ease which supersedes all prior or contemporaneous

understandings or agreements, whether written or oral, relating to the subject matter of this agreement.

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