



Applied Computer Music Technologies Ltd
License Agreement
GENERAL LICENSE AGREEMENT FOR PERSONAL USE
ACM500XB Console Channel EQ
30 June 2022

Please read through the terms and conditions of this license carefully.

This is an agreement between you, the 'User' and Applied Computer Music Technologies Ltd also referred to in this document as the 'Company' for the product known as the ACM500XB Console Channel EQ, also referred to in this document as the 'Software'

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE DISCLAIMER OF WARRANTY AND NO LIABILITY PROVISIONS. TO USE THE SOFTWARE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT THEN YOU MAY NOT USE THE SOFTWARE IN ANY MANNER. THIS GENERAL LICENSE GOVERNS THE USE OF THE SOFTWARE WORLDWIDE. THIS DOCUMENT SUPERSEDES AND REPLACES ALL PREVIOUS GENERAL LICENSES.

1. INTRODUCTION

- 1.1 This document pertains to the use of the Software by the User. It applies to all executable (binary) files, documentation and configuration files that comprise the Software, whether in full or in part.

2. USAGE PROVISIONS

- 2.1 Subject to the terms and conditions of this agreement, permission is granted to the User to use the Software and its associated files to create and process audio data. The creator of any audio data retains the rights to any data they create. Subject to the other terms of this license the user is permitted to use the Software in a profit-making exercise providing such profit arises primarily from use of the Software and not from distribution of the Software or a work including the Software in whole or in part.
- 2.2 This license DOES NOT grant any right of re-distribution or use in any manner other than the above. The Company has other license documents that apply to other uses (such as re-distribution). You are advised that the sale, lease or rental of the Software without written authority from the Company is explicitly prohibited, except that you may transfer the software to a third party in accordance with section 2.5 of this agreement.
- 2.3 Nothing in this agreement shall give the User any rights in respect of the copyright or intellectual property contained within the Software.
- 2.4 The User may not disassemble or reverse engineer the Software except and only to the extent that the right to do so is mandated under applicable law.
- 2.5 Transfer of the Software to a third party must include all component parts, media and this license agreement. Upon transfer of the Software, you may not retain any copies of the Software, including supplied documentation, configuration, or executable (binary) files that comprise the Software, and your license to use the Software under this agreement will be terminated.
- 2.6 This license must not be re-distributed in whole or in part, except for the purposes of transfer of the Software to a third party as set out above.

3. DISCLAIMER OF WARRANTY

- 3.1 The Software is provided on an 'AS IS' basis, without warranty of any kind, express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property of any third party.

4. NO LIABILITY

- 4.1 When you use the Software, you acknowledge that you do so at your sole risk. You agree that under no circumstances shall you have any claim against the Company or anyone associated directly or indirectly with the Company for any loss, damages, harm, injury, expense, work stoppage, loss of business information, business interruption, computer failure or malfunction, which may be suffered by you or any third party from any cause whatsoever, however arising, in connection with your use or distribution of the Software. Damages referred to above shall include direct, indirect, general, special, incidental, punitive and / or consequential

5. HIGH RISK ACTIVITIES

- 5.1 The Software and the output produced by the Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, in which the failure of the Software could lead directly or indirectly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). The Company specifically disclaims all express or implied warranty of fitness for High Risk Activities and explicitly prohibits the use or distribution of the Software for such purposes.

6. CONTACT INFORMATION

- 6.1 Enquiries about licensing information can be made via email to
support@acmt.co.uk