

END USER LICENSE AGREEMENT

Kilohearts AB

Company Website: <http://kilohearts.com>

Email: info@kilohearts.com

Last updated: 2023-06-27

This document ("EULA") is a legal agreement between you (either an individual or a single entity) and Kilohearts AB ("KILOHEARTS") for all KILOHEARTS software which may include any software titles you are in possession of, associated software components, license keys, media, printed materials, and "online" or electronic documentation, including any updates and/or new releases of the software (the SOFTWARE PRODUCTS). By installing any Kilohearts products and/or otherwise using the SOFTWARE PRODUCTS, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and KILOHEARTS, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCTS.

The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCTS are licensed, not sold.

1. GRANT OF LICENSE

The SOFTWARE PRODUCTS are licensed as follows:

(a) Installation and Use

KILOHEARTS grants you the right to use the SOFTWARE PRODUCTS only with a valid License Key acquired from KILOHEARTS. You shall be responsible for maintaining the License Key in a safe location and not share it with a third party, intentionally or unintentionally.

For any PAID SOFTWARE PRODUCTS you may EITHER install and use copies of the SOFTWARE PRODUCTS on any number of computers provided that the Software may never be shared or used at the same time on different computers, OR install and use copies of the SOFTWARE PRODUCTS on one single computer provided that all users are physically present at the computer.

For any FREE SOFTWARE PRODUCTS available through the KILOHEARTS ESSENTIALS bundle you may install and use copies of the SOFTWARE PRODUCTS on any number of computers EVEN IF the Software is used at the same time on different computers by different users.

If you have a multi-seat license please refer to your extended EULA.

(b) Backup Copies

You may also make copies of the SOFTWARE PRODUCTS as may be necessary for backup and archival purposes.

(c) Multi-user licenses

KILOHEARTS may grant you the right to use the SOFTWARE PRODUCTS using a multi-user license. Such licenses may be used by a set number of users at the same time on different computers. Contact Kilohearts to acquire such licenses.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCTS.

(b) Commercial usage.

The provided instruments, effects, samples, wavetables and presets can be used for commercial or non-commercial music and audio productions without the prior permission from Kilohearts.

All Kilohearts software may be used to create samples for commercial products such as sample packs and sound libraries. However, you are not permitted to redistribute samples created from any unaltered factory content, Kilohearts Content Banks, or their derivatives. Basically, be creative! Make your own sounds and don't just sample our presets and sell them on. Who would do that anyway!?

You are permitted to create presets for Kilohearts software for commercial use. In fact we would love for you to do that. But be careful, for presets you may use only samples and wavetables for which you hold valid commercial rights. You are permitted to use Kilohearts factory samples, wavetables and LFOs in your presets. If you need any help or advice for creating your own Kilohearts Content Banks, drop us a line and we'll be happy to help.

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(d) Support Services.

KILOHEARTS may provide you with support services related to the SOFTWARE PRODUCTS ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCTS and subject to the terms and conditions of this EULA.

(e) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCTS.

3. TERMINATION

Without prejudice to any other rights, KILOHEARTS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of the SOFTWARE PRODUCTS in your possession.

4. COPYRIGHT

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCTS and any copies thereof are owned by KILOHEARTS or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCTS are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by KILOHEARTS.

5. NO WARRANTIES

KILOHEARTS expressly disclaims any warranty for the SOFTWARE PRODUCTS. The SOFTWARE PRODUCTS are provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. KILOHEARTS does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCTS. KILOHEARTS makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. KILOHEARTS further expressly disclaims any warranty or representation to Authorized Users or to any third party.

6. LIMITATION OF LIABILITY

In no event shall KILOHEARTS be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCTS, even if KILOHEARTS has been advised of the possibility of such damages. In no event will KILOHEARTS be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. KILOHEARTS shall have no liability with respect to the content of the SOFTWARE PRODUCTS or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.