ZENSOUND

END USER LICENSE AGREEMENT

GENERAL

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Licensee") and ZenSound, for the use of software including related media, documentation (for example descriptions and manuals) and other documents and materials manufactured by ZenSound.

By installing the software on your computer, you declare yourself in agreement with these conditions. If you do not agree with these conditions, you must not install the software.

SCOPE OF USE

The Products from ZenSound are protected by law. The intellectual property of the Products remains at ZenSound. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without written consent from ZenSound.

An individual purchase of one product will grant you the personal license to use one or more versions of this product to its full extent, including the royalty-free use of all assets in your productions, recordings and/or performances. You are legally prohibited to distribute, lend, rent or sell your copy of any products in whole or in part.

- i. Public Broadcast Rights: ZenSound grants the Licensee the non-exclusive right to use the purchased Presets as part of a public performance or viewing of their productions.
- ii. Synchronization Rights: ZenSound grants the Licensee the nonexclusive right to use the purchased Presets as a soundtrack synchronized with visual images, games, or theatrical works.
- iii. Mechanical Rights: ZenSound grants the Licensee the non-exclusive right to use the purchased Presets as part of their media productions in whichever medium they choose.

The Licensee May Not:

- i. Sell the Presets to individuals or groups. (The Presets may be sold as part of your production/product so long as it is not another Sample Library or Sound Set.)
- ii. Share or store the Presets on a public server or torrent site, without

the express permission from the Licensor (ZenSound).

iii. Store or share the Presets on a server without a multi-user license, unless necessary to complete a project started by the original single user licensee where said files are already in use in a greater body of work.

iv. Claim ownership or authorship of the Presets.

The Licensee May:

- i. Use specific Presets as part of a larger project and share the sounds on other systems in order to complete that specific work, so long as you are not redistributing, selling the sounds or sharing the general collection (in part or in whole) on a server.
 - ii. Use the Presets in any type of media production that isn't a sample library or sound sets that are re-sold/ licensed. Such productions include, but are not limited to, music, games, films, websites, live sound, theatre, radio and broadcast.
 - iii. Store the collection of Presets on up to two personal computers.

TERMINATION

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

LIABILITY

Any liability of the provider will be limited exclusively to product replacement or refund of purchase price.

In no event shall ZenSound be liable for any damages (including, without limitation, lost profits, business interruption, or lost information). even if ZenSound has been advised of the possibility of such damages. In no event will ZenSound be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

COPYRIGHT

All software and documentation is owned and copyright ZenSound 2019, all rights reserved. All instances of names of companies, brands, and individuals appearing in products or advertisements are trademarks or registered trademarks of their respective holders.

ZENSOUND, Adrian Jimenez.

SUPPORT