

DIGITAL BRAIN INSTRUMENTS END USER LICENSE AGREEMENT

Please read this Agreement carefully before downloading or using the Digital Brain Instruments software tools. If you download or use the Software, you will be bound by the terms of this Agreement. If you do not, or cannot, agree to the terms of this Agreement, do not attempt to download or use the Software.

This Software End User License Agreement is a legal agreement between Digital Brain Instruments ("we" or "us"), and the individual or entity accepting this Agreement ("you").

The software, documentation and any extra content as audio samples, presets or Lemur/Touch OSC templates (the "Software") are the sole property of Digital Brain Instruments, and your use of them is subject to the Agreement (as defined below).

In the event of any conflict between this Software End User License Agreement and the Digital Brain Instruments Conditions of Use, the terms of this Software End User License Agreement will govern.

Terms & Conditions

1. YOUR RIGHTS

This agreement grants to you, the User,

1.1. One (1) non-exclusive and non-transferable personal Software license for commercial, non-commercial and educational use. If you need a multi-user license please contact us.

1.2. To receive any software updates when fixing possible bugs.

1.3. To receive any complementary free content as new presets, samples or any other kind of free content .

2. LIMITATIONS OF USE

2.1. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or in any other way attempt to reduce the Software source code to a human readable form, or in any way attempt to rent, lease, loan, sell, or sublicense the software source code.

2.2. You may not incorporate this software into any software tools intended for development purposes of other end user products, and you may not distribute this product to any outside entity for incorporation into software tools intended for development purposes of other end user products.

2.3. You may not rent, lease, loan, sell, sublicense, or in any other way attempt to redeem profit through distribution of this Software.

2.4. In addition, the audio samples provided may not be repackaged in whole or part as sample libraries, digital instrument patches or any other product.

2.5. Digital Brain Instruments only licenses the use of the software, documentation, audio samples and additional content; we retain full rights concerning all the content provided.

3. LIMITATION OF LIABILITY

3.1. In no event Digital Brain Instruments 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, even if Digital Brain Instruments has been advised of the possibility of such damages. In no event will Digital Brain Instruments be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

3.2. Digital Brain Instruments expressly disclaims all responsibility for libel, infringements of rights of publicity, privacy, trademark rights, copyrights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information arising from the actions or creations through use of this product by the end user.

4. RESERVATION OF RIGHTS

All rights not expressly granted to you are reserved by Digital Brain Instruments.

5. TERMINATION

5.1. Digital Brain Instruments will prosecute any violation of this agreement and will take any actions it deems appropriate depending each case, including terminating your license to use the Software without prior notice. In such case, all your granted rights will cease immediately and you must uninstall/destroy all copies of the Software in your possession, as well as any related content related.

5.2. You must indemnify Digital Brain Instruments from, and against any claims, demands, damages, suits, injuries, liabilities and all expenses, incurred by Digital Brain Instruments with respect to any matter that arises as a result of a reported violation of this Agreement by you.

6. GENERAL

6.1. Any part of this License Agreement may be altered, modified, or waived in any way except in writing, specifying such an amendment, alteration, modification, or waiver, executed by both Digital Brain Instruments and the Customer.

6.2. You may only transfer the rights granted on this agreement if we agree and writing us in advance about such transfer.

Copyright 2016@Digital Brain Instrument
hello@digitalbrain-instruments.com.