

# END USER LICENSE AGREEMENT

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND NXTGN Music Technology GmbH. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

## 1 DEFINITIONS

- **"NXTGN"** means NXTGN Music Technology GmbH, registered at the Commercial Court of Bremen, HRB 28666 HB
- **"SOFTWARE"** The term "SOFTWARE" means the software supplied by NXTGN (including any upgrades, modified versions or updates thereof), any sound data (including but not limited to sound data licensed at a later stage, updated or modified), associated media, online documentation, and any accompanying documentation whether printed or electronic.

## 2 LICENSE GRANTS

- **Evaluation License.** Unless the SOFTWARE has been unlocked with a legally obtained license key in order to prove a specific license grant, the implicit Evaluation License allows you to install and use ("RUN") a time limited or feature limited version of the SOFTWARE for test and evaluation purposes. An evaluation version of the SOFTWARE must not be used for commercial purposes.
- **Full License.** The single license permits either a single user to RUN the SOFTWARE on multiple computers or multiple users to RUN the SOFTWARE on a single computer. However, it does not allow multiple users to ever RUN the SOFTWARE on multiple computers, regardless of whether such use is concurrent. . If you change the hardware, all software on the hardware used must be deleted.

## 3 ACTIVATION OF TRIAL VERSIONS

- After entering your email address, you can download the SOFTWARE and use it for a time-limited evaluation period. For this purpose the SOFTWARE will be activated on your computer for the duration of the evaluation period.
- For the activation of the trial version you will need an internet connection. The activation process will take place in the SOFTWARE.
- During activation a digital fingerprint of your hardware configuration as well as a time stamp will be stored in NXTGNs registration database.

- For transmitting your information over the internet, NXTGN uses a secure SSL connection with 128-bit encryption in compliance with current security standards. For more information about how NXTGNs handles personal data please see: <https://www.ujam.com/legal/en/privacy-policy/>
- Installing an update of the SOFTWARE may make it necessary to repeat the activation.
- NXTGN activation utilizes information about key components of your computer and encrypts this information in an activation request. The activation request will be used for the generation of an activation code that will only work on the computer the activation request was generated by.
- To use the SOFTWARE on a different system, or after major changes to your computer system, you may have to activate the SOFTWARE again.

## 4 AUTHORIZATION OF THE FULL LICENSE

- To use the licensed SOFTWARE beyond the trial period, the SOFTWARE has to be authorized in an online process after purchasing a SOFTWARE LICENSE.
- Without authorizing the SOFTWARE you will not be able to use it.
- When purchasing the SOFTWARE LICENSE you will be asked to enter your full name, your address and a valid email address as well as a password. This information will be stored in NXTGNs registration database, along with a license key and a digital fingerprint of your hardware configuration.
- An internet connection will be required for authorizing the licensed SOFTWARE. The authorization process will take place directly in the user interface of the SOFTWARE and will require the email address and password you entered during purchasing..
- For transmitting your information over the internet, NXTGN uses a secure SSL connection with 128-bit encryption in compliance with current security standards. For more information about how NXTGNs handles personal data please see: <https://www.ujam.com/legal/en/privacy-policy/>
- Installing an update of the SOFTWARE may make it necessary to repeat the authorization.
- NXTGN Authorization utilizes information about relevant components of your computer and encrypts this information in an authorization request. The authorization request will be used for the generation of an activation code that will only work on the computer the activation request was generated.
- Should NXTGN – for whichever reason – fail to fulfill its obligation to provide an authorization code for the SOFTWARE that you purchased a SOFTWARE LICENSE for, NXTGN will provide you with a code that ensures that you can continue to use the SOFTWARE.
- To use the SOFTWARE on a different computer, or after major changes to your computer system, you may have to activate the SOFTWARE again.

## 5 LICENSE RESTRICTIONS

- **Distribution.** You may not distribute copies of the SOFTWARE or the license key to third parties.
- **Sound Content.** The provided samples, instruments and presets can be used for commercial or non-commercial music and audio productions without the prior permission from NXTGN under the terms of this EULA. The usage of this Product (in particular samples, instruments and presets) for the creation of a sound library or as a sound library for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instrument is strictly prohibited. Individual samples, sound sets or audio loops may not be distributed (commercially or otherwise) standalone. Furthermore these samples, sound sets or audio may not be repackaged in whole or in part as audio samples, sound libraries or sound effects.
- **Secrecy.** As the owner of a license key you are responsible for keeping this key secret. If any third party gets access to your license key due to willful or negligent act, you are liable for the damage that arises to NXTGN.
- **Reproduction.** Except for backup and installation purposes the SOFTWARE must not be reproduced on any type of media (including, but not limited to, CD-ROM, DVD or internet download) without the formal approval from NXTGN.
- **Prohibition on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Not for Resale Software.** If the SOFTWARE is labeled "Not for Resale" or "NFR", then you may not sell, or otherwise transfer for value, the SOFTWARE.
- **Rental.** You may not rent, lease, or lend the SOFTWARE or otherwise encumber any copy of the SOFTWARE, or any of the rights granted herein.
- **Transfer.** You may not transfer your rights under this EULA to another end user without NXTGN's prior written consent. If such consent is obtained, you may permanently transfer this License to another end user provided you transfer the entire SOFTWARE to such end user, and you do not retain any copies. The recipient of such transfer must agree to all terms and conditions of this EULA.
- **Reservation of Rights.** NXTGN retains all rights not expressly granted.
- **Non-Exclusive Rights.** Your license rights under this EULA are non-exclusive.

## 6 COPYRIGHT AND OWNERSHIP

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. You may use trademarks only to identify output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark.

## 7 TERMINATION

This EULA shall continue for as long as the SOFTWARE is used according to the terms of this agreement. However, NXTGN may terminate this EULA and revoke the granted license if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the SOFTWARE. The limitations of warranties and liability set forth in this EULA shall continue in force even after termination.