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We license use of the Software and Document to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

### **IMPORTANT NOTICE TO ALL USERS:**

- BY CLICKING ON THE “AGREE” BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN *Condition 4*.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE PROCESS NOW BY CLICKING ON THE “DISAGREE” BUTTON. IN THIS CASE THE INSTALLATION OR ORDERING PROCESS WILL TERMINATE.

**You should print a copy of this Licence for future reference.**

## **1. GRANT AND SCOPE OF LICENCE**

**1.1** In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, single user licence to use the Software and the Documents on the terms of this Licence for a period of twenty five (25) years from the date of purchase. Trial licences are limited to a period of two (2) weeks.

**1.2** You may:

- (a) download, install and use the single user Software simultaneously on no more than two central processing units;
- (b) provided it is used on no more than two only one computers at any one time, transfer the Software from one computer to another;
- (c) provided you comply with the provisions in *Condition 2*, make up one copy of the Software for back-up purposes only; and
- (d) receive and use any update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time; and
- (e) use any Documents in support of the use permitted under *Condition 1.2* and make up to one additional copy of the Documents as are reasonably necessary for its lawful use.

## **2. RESTRICTIONS**

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the Software with another software program; and

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software which is substantially similar to the Software;

(e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

(f) to include our copyright notice on all entire and partial copies you make of the Software on any medium; [and]

(g) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us; and

(h) to comply with all applicable technology control or export laws and regulations.

### **3. INTELLECTUAL PROPERTY RIGHTS**

**3.1** You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

**3.2** You acknowledge that you have no right to have access to the Software in source code form.

### **4. LIMITED WARRANTY AND SUPPORT**

**4.1** We warrant that:

(a) the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and

(b) that the Documents correctly describe the operation of the Software in all material respects, for a period of 60 days from the date of installation of the Software (**Warranty Period**).

**4.2** If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

**4.3** The warranty does not apply:

(a) if the defect or fault in the Software results from you having altered or modified the Software; and

(b) if the defect or fault in the Software results from you having used the Software in breach of the terms of

this Licence; and

(c) if the failure of the Software is due to accident, abuse or misapplication.

**4.4** This warranty is in addition to your legal rights in relation to Software that is faulty or not as described.

**4.5** Subject to the limited warranty set out above in this *Condition 4*, and further subject to you not being in violation of any term of this License, we will provide email support for the Software to you, for a minimum period of 12 months from the original purchase date. Support questions and issues should be sent to support@soundtheory.com .

## **5. LIMITATION OF LIABILITY**

**5.1** You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

**5.2** We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**5.3** We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in *Condition 5.4*, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.

**5.4** Our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Licence Fee. This does not apply to the types of loss set out in *Condition 5.5*.

**5.5** Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

## **6. TERMINATION**

**6.1** We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

**6.2** Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. EVENTS OUTSIDE OUR CONTROL**

**7.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of

our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *Condition 7.2*.

**7.2** An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

**7.3** If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## **8. OTHER IMPORTANT TERMS**

**8.1** We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

**8.2** Our Software transfer policy is as follows:

- (a) NFR licences for which no commercial fee has been paid are non-transferrable;
- (b) Academic licences are non-transferrable;
- (c) Trial licences are non-transferrable;
- (d) All other licences are transferrable. Licence transfers are subject to an administration fee and a yearly usage fee. The fee structure is outlined on this website.

**8.3** This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence.

**8.4** If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**8.5** Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

**8.6** Please note that this Licence, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.