



End-User License Agreement for Pro-Sounds Sound-Sets

Please read this document carefully before installing. This agreement licenses the software to you and contains warranty and liability disclaimers. By installing the software you are confirming that you have read the terms and conditions of this agreement and you acknowledge your acceptance of the software as well as your acceptance of the terms of this agreement.

1) Definitions

“EULA” means this End-User license Agreement

“Pro-Sounds Software” means the programs, documentation, and other files included in the package as well as any future updates to the program or package.

2) License

Pro-Sounds Software is protected by copyright laws and international copyright treaties, as well as other intellectual properties and treaties. Pro-Sounds Software is licensed not sold.

This EULA grants you the rights as specified in this document. All other means of usage are subject to obtaining the prior written permission of the right holder: Pro-Sounds.

Applications Software: Pro-Sounds Software may be used only by you. You may install and use Pro-Sounds Software on as many computers as you like, provided that (a) each computer is owned by (or leased to) and under the exclusive control of the licensee and (b) any computer(s) with Pro-Sounds Software installed shall not be sold, rented, leased, loaned or otherwise be removed from the licensee’s possession without first removing (uninstalling) the licensed software, except as provided in Paragraph 3 (below) pertaining to Software Transfer.

Storage/Network use: You may also store or install a copy of Pro-Sounds Software on a storage device, such as a network server, used only to install or run Pro-Sounds Software on your other computers over an internal network; however, you must acquire and dedicate a distinct license for each user of Pro-Sounds Software from the storage device. Any given license for Pro-Sounds Software may not be shared or used concurrently or otherwise on different computers or by different developers in a given organization.

3) Description of Other Rights and Limitations

Not for Resale Version: If Pro-Sounds Software is labeled “Not for Resale” or “NFR” or “Evaluation Copy”, then, notwithstanding other sections of this EULA, you may not sell, or otherwise transfer the Pro-Sounds Software.

Redistribution: You may not redistribute any of the files and/or parts of this package in any way, shape, or form without the written consent of the Pro-Sounds.

Rental: You may not rent, lease, or lend the Pro-Sounds Software to any party.

Sampling: You may sample any Pro-Sounds product for use in both software and hardware samplers provided that (a) the samples are intended for your own private musical productions (commercial or otherwise), on hardware/software owned/used solely by the licensee and (b) you do not sell, lend, rent, or otherwise distribute the sampled Pro-Sounds Software.

Software Transfer: You may not transfer, license or sublicense your rights to the Pro-Sounds Software, as licensed to you under this agreement without prior written consent of the Pro-Sounds. Pro-Sounds products may be transferred or otherwise made available to any third party only with the prior written consent of the rights owner and provided that (a) the original media and license(s) accompany the carrier and (b) the party transferring the media does not retain a copy of the media. If you decide you would like to transfer your Pro-Sounds Software, please send an inquiry to info@pro-sounds.net

4) Upgrades

If Pro-Sounds Software is labeled or otherwise identified by Pro-Sounds as an “upgrade”, in order to use the upgrade, you must first be licensed to use the Pro-Sounds Software identified by Pro-Sounds as being eligible for the upgrade

A Pro-Sounds product labeled or otherwise identified by Pro-Sounds as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Pro-Sounds product is an upgrade of a component of a package of software programs that you licensed as a single product, the Pro-Sounds product may be used and transferred only as part of that single product package.

5) Dual-Medium Software

You may receive Pro-Sounds Software in more than one medium. These still constitute a single product and a single license. You may not loan, rent, lease, or otherwise transfer one medium to another user, except as part of the permanent transfer (as provided above) of the license for the whole of the Pro-Sounds Software.

You may make as many back-up copies as is needed, provided that (a) you do not sell, rent, lend, or otherwise distribute the Pro-Sounds Software and (b) the Pro-Sounds Software is used only by the licensee.

6) Disclaimer of Liability

PRO-SOUNDS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, EVEN IF PRO-SOUNDS IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PRO-SOUNDS SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE LOSS OF PROFITS OR REVENUES, OR FOR DAMAGES OR COSTS AS A RESULT OF LOSS OF TIME, DATA OR USE OF THE SOFTWARE, OR FROM ANY OTHER CAUSE EXCEPT THE ACTUAL COST OF THE PRODUCT. IN NO EVENT SHALL PRO-SOUNDS LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT

7) Applicable Law

You agree that any and all claims, suits or other disputes arising from your use of the software shall be determined in accordance with the law of Middlesex County, New Jersey, USA, in the event Pro-Sounds, is made a party thereto. You agree to submit to the jurisdiction of the courts of Middlesex County, New Jersey, USA for all actions, whether in contract or in tort, arising from your use or purchase of the software.

8) General

This Agreement contains the complete agreement between the parties and supersedes all prior agreements, whether oral or written. All questions concerning this Agreement shall be directed to:

info@pro-sounds.net via email.

Copyright Pro-Sounds, 2006. All rights reserved.