

END USER LICENSE AGREEMENT („EULA”) FOR SOUNDTOOLKIT SOFTWARE CREATED BY TECHMO

The following End User License Agreement (further referred to as “EULA”) provides terms and conditions for the use of licensed computer software and all the associated patches, updates, upgrades and services (further referred to as “PRODUCT” or “PRODUCTS”) which Techmo sp. z o.o. (further referred to as “TECHMO”) has created and released or may release in the future.

The EULA specifies conditions on which the „End user”, also referred to as „User” may access PRODUCTS and terms of use of the PRODUCTS.

Installing any of the PRODUCTS results in User’s acceptance of all terms of this EULA and TECHMO’s Privacy Policy, which can be accessed at http://techmo.pl/PPSOUNDTOOLKIT_INT.pdf and constitutes an integral part of this EULA. If the User does not agree with any of the terms specified by either of the documents, he or she should not install or use the PRODUCT.

TECHMO reserves the right to add, modify or delete any part of this EULA at any time, following the procedures specified in the stipulations of Article 9.

Article 1 Definitions

The following meaning is granted to the terms used in the EULA and all the computer software names written with capital letters, to which TECHMO owns all the relevant copyrights and other intellectual property rights or to third parties who have signed appropriate licensing contracts with TECHMO

TECHMO – refers to Techmo sp. z o.o., a limited liability corporation with its office situated in Kraków, ul. Torfowa 1/5, registered in the National Court Register under entry number 0000455399

PRODUCT or PRODUCTS – refers to the SOUNDTOOLKIT computer software further defined below and all the patches, updates, upgrades and TECHMO services associated with it which TECHMO has created and released or may release in the future.

SOUNDTOOLKIT – refers to compiled computer software created by TECHMO used for creation of 3 dimensional acoustic environment (sound engine software)

END USER or USER – refers to anyone using and/or installing TECHMO PRODUCT or PRODUCTS.

EULA or AGREEMENT – refers to terms and conditions under which TECHMO PRODUCTS can be used and installed.

LICENSE SALE CONTRACT – refers to the contract upon which the license is granted to the END USER. Term “sale” is used only in the broadest meaning as the way of obtaining PRODUCT use license in exchange for payment and does not transfer or oblige TECHMO to transfer any ownership, property or title in exchange for payment to the USER.

Article 2 Agreement objective

The purpose of the Agreement is to specify the licensing terms and conditions under which the USER can use the SOUNDTOOLKIT software. The license does not allow procurement and use of the software source code.

Article 3 Software license

This AGREEMENT grants the END USER a non-transferable, nonexclusive, inalienable, nonsublicenseable license to install and run SOUNDTOOLKIT computer software without any territorial boundaries, without any further permissions or license for as long as SOUNDTOOLKIT would not be used on a larger amount of machines or virtual machines as has specified by the LICENCE SALE CONTRACT and license key. This license allows the USER to:

1) Use of the software in accordance with its purpose, which refers to entering the program into memory of a computer owned by the USER, installing and running the program, displaying it, accessing it, storing data, entering data, saving data and exporting the output data and publicly display it 2) Store the software with the exceptions specified further in Article 6

Article 4 License time limits

1. SOUNDTOOLKIT license is granted for the time specified in the LICENSE SALE CONTRACT and by the license key.
2. SOUNDTOOLKIT license is nonexclusive, granted without any territorial boundaries.

Article 5 License granting conditions

1. The USER is not allowed to disassemble, decompile or reverse engineer the program, is also not entitled to provide the program to third parties, with the exception of USER's employees (machine and virtual machine license key limit still applies).
2. TECHMO states that it owns all intellectual property rights in and to SOUNDTOOLKIT, including all copyrights to any and all elements of the PRODUCT or has signed the appropriate contracts with third parties which allow TECHMP to grant the license.
3. While using the PRODUCT the USER is obliged to follow the terms and conditions specified in the EULA.

Article 6 License terms and conditions

1. USER is not entitled to modify, copy (with the exception of safety copy) or change SOUNDTOOLKIT and remove or change trademarks or information regarding software origins or its authors.
2. USER is expressly forbidden to use the SOUNDTOOLKIT license in such way so it may lead to spreading pornography, expressing harassment, threats or insults towards third parties, invading upon privacy of third parties or behavior instigating or propagating hate, racism, minority rights, insulting religious symbols or any such behavior deemed reproachable on ethical and moral grounds, by infringing upon third parties rights, which includes personal rights of third parties.

3. USER is forbidden to attempt to disassemble, decompile or reverse engineer the SOUNDTOOLKIT software or use any other way to access its source code.
4. USER is forbidden to directly or indirectly sell, license or transfer the license in any way to third parties, in particular, but not limited to renting out, lease, sublicense, distribute or enter into market.
5. All rights not specifically granted by EULA to the USER are not granted and are expressly reserved by TECHMO. All the intellectual property rights referring to SOUNDTOOLKIT and any of its parts and elements are the property of TECHMO and are reserved by TECHMO. This license does not grant or confer any ownership rights to SOUNDTOOLKIT or any of its parts and elements and specifically does not constitute sale or transfer of any of such rights.
6. All the possible breaches or infringements on terms of EULA or any of the TECHMO intellectual property rights should be reported by the USER to TECHMO by sending an email to naruszenia@techmo.pl within 7 days since the infringement has been detected.

Article 8 Warranty disclaimer

1. TECHMO does not guarantee any access to any technical service for SOUNDTOOLKIT with exception of released fixes and patches and the access to the latest SOUNDTOOLKIT versions during the license duration - should they be released.
2. TECHMO does not grant warranty or quality guarantee for the PRODUCT.
3. TECHMO shall not be held liable for any data loss or data corruption which – although highly unlikely - could result from the use of SOUNDTOOLKIT.
4. TECHM shall not be held liable for any loss, accidental, direct or indirect, or any consequential loss, for the loss of profits, potential profits, contacts, renown or potential savings, which may result in connection with the use of SOUNDTOOLKIT.
5. TECHMO states that it is not technologically feasible to create computer software which could infallibly work with every possible application, operational system and in every possible hardware-software configuration. Using SOUNDTOLKIT with some computer setups may require modifying, updating software or installing additional software.
6. Minimal hardware configuration for sunning SOUNDTOOLKIT should be no worse than Intel Core i5-2300, 2.8 GHz, RAM 4 GB.

Article 9 License termination and change of terms

1. The license terminates immediately in case when the USER does not comply with any of the EULA terms or conditions.
2. TECHMO reserves the right to change, update, modify, add or delete any part of this EULA at any time due to reasons of security, technical reasons, legal protection, change of law. Such changes shall come into effect only after prior notice sent to the User. The User can always verify the current EULA terms and conditions at http://techmo.pl/EULASOUNDTOOLKIT_INT.pdf
3. In case of every update, modification or upgrade of the PRODUCT, should the USER not accept changes to the EULA, and due to such changes would not comply with the EULA, this AGREEMENT is terminated immediately. In that case, same as in the case of termination as specified in Article 9.1 above, USER is obliged to uninstall the PRODUCT and delete all its copies. Future use of the PRODUCT after changes to the EULA are made is conditional on USER's acceptance of the changes.

4. TECHMO may freely, at any time, update, modify or upgrade the PRODUCT, in particular due to technical reasons or optimization reasons.
5. By accepting this EULA, the USER agrees to the fact that the PRODUCT may automatically install and download updates, modifications, updates and upgrades and stop working due to lack necessary installation of an update, modification or upgrade. USER accepts the fact that TECHMO may at any time stop to support previous versions of the PRODUCT after the next version is released.

Article 10 Entry into effect

1. This EULA is made effective starting on the moment of purchase, download or use of the PRODUCT by the USER (depending on which action occurred first) and remains in effect until such time the license is terminated according to terms and conditions.
2. USER may terminate the EULA at any time and for any reasons and does not result in return of any funds spent on license sale contract.
3. Termination by TECHMO, with exception of the case specified in Art 9.1 above, can only occur if the PRODUCT is removed from sale or is no longer supported.

Article 11 Miscellaneous

1. Should, due to a court sentence or law, any of the stipulations of this EULA prove invalid, unenforceable or illegal, such provision, or its specific part shall be removed from the AGREEMENT and the remaining provisions of the AGREEMENT shall remain in effect and shall be interpreted as closely to the original intent and wording as possible.
2. Any and all legal disputes arising on the grounds of EULA or in connection into it shall be governed by the laws of Republic of Poland.
3. Any and all legal disputes arising on the grounds of EULA or in connection into it shall be under the exclusive jurisdiction of the appropriate court for the place of residence of TECHMO.
4. If the USER is an EU citizen of an EU member other than Republic of Poland, he or she agrees that this EULA and all the legal disputes arising on the grounds of EULA or in connection into it shall be governed exclusively under the laws of Republic of Poland and shall fall under an exclusive jurisdiction of the courts specified in Article 11.3 above.