

EULA

END-USER LICENSE AGREEMENT

INTRODUCTION

By downloading and installing HandHeldSound libraries you accept this End-User License Agreement ("EULA"):

LICENSE GRANT

Handheldsound grants to you, subject to the following terms and conditions, a non-exclusive, nontransferable right to use each authorized copy of this product (the "Work"). The Work is the property of Handheldsound including all sounds, samples, associated media, printed materials, and online or electronic documentation.

All sounds and samples in the work are licensed, but not sold, to you only by HANDHELDSOUND for use as part of a commercial and non-commercial musical performance, sound-effects, live, broadcasted or recorded, or similar finished content-creation and production use.

By installing, copying, or using the software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use the Work.

HANDHELDSOUND grants you the right to use any of the sounds and samples in the Work you have purchased to create finished musical works and performances without any additional fees to HANDHELDSOUND.

This license agreement strictly forbids the inclusion of any content

within the Work or any other product from HANDHELDSOUND (including samples, loops, fully mixed audio clips, and programming scripts), in any form, commercial or otherwise, into any other sample instrument or library of any kind, without explicit written consent from HANDHELDSOUND.

You may not use any method of re-distribution of the Work or any derivative work thereof through any means, included but not limited to, mixed, combined, filtered, resynthesized, or otherwise processed or edited, isolated, embedded into software or hardware of any kind, for use as sounds, multisounds, samples, multisamples, wavetables, programs or patches in a game product, sampler, microchip or any sample playback device.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative Works based on the Work or the written materials.

TRANSFER RESTRICTION

You may physically transfer the HANDHELDSOUND Work, comprised of software programs, documentation and musical instrument sound recordings and samples from one computer to another, provided that the Work is used on only one computer at a time. You may not electronically transfer the Work over any network or distribute copies of the Work (including written



EULA (CONT.)

material) to others. This Work may not be transferred to anyone without the prior written consent of HANDHELDSOUND.

COPYRIGHTS

HANDHELDSOUND retains full ownership and copyright privileges of this Work including all recorded sounds, graphic design, programming, documentation, and music performances within this product. 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.

RETURNS AND REFUNDS

Downloaded products cannot be returned and therefore cannot be refunded. When you purchase and download a HANDHELDSOUND product, you cannot return it.

Physical and tangible retail HANDHELDSOUND products can be returned provided that they are unopened, unused, and were purchased from an authorized HANDHELDSOUND dealer, distributor or re-seller.

WARRANTY

The work is provided "as is" without warranty of any kind. Using this Work is at the licensee's own risk. To the maximum extent permitted by applicable law, HANDHELDSOUND further disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a

particular purpose, with regard to the Work, and any accompanying hardware. To the maximum extent permitted by applicable law, in no event shall HANDHELDSOUND be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this EULA or the use of or inability to use the Work, even if HANDHELDSOUND has been advised of the possibility of such damages.

TERMS

This Agreement is effective from the date you download and install the Work, and will remain in full force until termination. This Agreement will terminate if you break any of the terms or conditions of this agreement. Upon termination you agree to destroy all copies of the Work and accompanying documentation at your own expense.

COPY PROTECTION AND VIOLATION

This product uses a user-specific watermarking form of copy protection. Each purchased license of this Work is specifically watermarked in order to authenticate the purchase and therefore to grant legal use of this Work by a single user.

Any form of circumvention or violation of this EULA terms is subject to criminal and civil penalties and liable to monetary damages.

