



360pan suite

End user license agreement (eula)
Audio Ease 360pan suite™ license agreement

Definitions:

In this agreement the following definitions will be in capitals.

These definitions are understood to mean:

COMPUTER PROGRAMMES: 360pan™, 360monitor™, 360monitor speakers™, 360reverb™, 360radar™, 360turner™, 360bounce exporter™, 360AmbiX to FuMa™, 360FuMa to AmbiX™.

DOCUMENTATION: user's manual and all other written material provided by Audio Ease, either in electronic or printed form.

IMPULSE RESPONSES: Acoustic Samples for use in COMPUTER PROGRAMMES.

SOFTWARE: COMPUTER PROGRAMMES, and DOCUMENTATION, and IMPULSE RESPONSES.

USER: the rightful owner of the electronic or physical media containing the COMPUTER PROGRAMMES and the rightful user of the DOCUMENTATION.

ILOK: the PACE iLok usb dongle, part of a copy protection mechanism, used to store authorizations for software.

Carefully read the following legal agreement before installing the SOFTWARE.

By installing this software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of the agreement, please do not install this software. If you have received a package, promptly return the package containing the SOFTWARE and/or DOCUMENTATION with a copy of the original receipt to the dealer from whom you have obtained it, who will then refund the purchase price as stated on the original receipt.

Audio Ease BV, with its principal office at Utrecht, the Netherlands and USER intending to be legally bound, agree as follows:

1. License. Audio Ease gives the USER the right to use the enclosed SOFTWARE under the terms of this agreement.

The USER has the option to store authorization for the software on an ILOK.

This agreement gives the USER the right to use the SOFTWARE on only one computer at a time, namely the computer that the ILOK is plugged into or the computer the authorized hard disk is attached to. However, the USER can install the SOFTWARE on as many computers as needed.

The USER may only use one authorization on only one computer at a time to run the COMPUTER PROGRAMMES. The USER may only transfer the SOFTWARE to another party provided that the other party reads and agrees to accept the terms and conditions of this agreement before the transfer of the SOFTWARE. The USER may only transfer the SOFTWARE to one party at the same time. The USER and the party to which the SOFTWARE is transferred are both obliged to send a written notice of the transfer to Audio Ease containing the name and address of the original USER and the party to which the SOFTWARE is transferred. The party to which the SOFTWARE is transferred will be considered USER.

- 2a. Restrictions. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, decompile, modify, alter or otherwise reduce the SOFTWARE in

whole or in part to a human perceivable form. The USER may not rent, lease, loan or distribute the SOFTWARE in whole or in part.

- 2b. Restrictions. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, re-sample or re-record, decompile, modify, alter or otherwise reduce the IMPULSE RESPONSES in whole or in part to a human perceivable form. The USER may not rent, lease, loan or distribute the IMPULSE RESPONSES in whole or in part.
3. Authorization procedure. The SOFTWARE will function only after authorization has been stored on an ILOK, or on a hard disk. The USER agrees to follow the procedure for obtaining the authorization on-line.
4. Termination. This agreement is effective until terminated. This agreement will terminate immediately if the USER fails to comply with any provision of this agreement. No prior notice from Audio Ease of this termination is necessary. Upon termination the USER must promptly send the SOFTWARE, related DOCUMENTATION to Audio Ease within 14 days. The USER may terminate this agreement by promptly giving written notice to Audio Ease and send the SOFTWARE, related DOCUMENTATION to Audio Ease within 14 days. In case this agreement is terminated by Audio Ease or the USER, the USER can not claim any refund.
5. Export. The USER agrees and certifies that he will not export or re-export the SOFTWARE except as permitted by the laws and regulations of the United States and the law and regulations of the jurisdiction in which the USER obtained the SOFTWARE.
6. The IMPULSE RESPONSES accompanying this license are licensed to the USER by Audio Ease under the terms of this agreement, not sold. Audio Ease retains title to the IMPULSE RESPONSES unless explicitly mentioned otherwise (7).
- 6b. The Audio Ease IMPULSE RESPONSES are protected by copyright laws and international copyright treaties, as well as other intellectual property rights laws and treaties. The Audio Ease IMPULSE RESPONSES are licensed under the terms of this agreement, not sold. Audio Ease retains title to the Audio Ease IMPULSE RESPONSES. The Audio Ease IMPULSE RESPONSES are licensed only for use in COMPUTER PROGRAMMES.
7. There are 8 IMPULSE RESPONSES (Head Related Transfer Functions) distributed with this SOFTWARE that originate from the Google Chrome Omnitone API, and are governed by the Apache License Version 2.0, January 2004, which is copied in its entirety at the end of this agreement. These are intended to let the USER preview what mixes will sound like once the mixes are published on the YouTube 360 platform.
8. No other warranties. The USER expressly acknowledges and agrees that the use of the SOFTWARE is at his sole risk. The SOFTWARE is provided "AS IS" and without warranty of any kind. Audio Ease does not warrant that the SOFTWARE is error free. AUDIO EASE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSIONS MAY NOT APPLY TO THE USER. THIS WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS AND THE USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. Should the SOFTWARE prove defective the USER (and not Audio Ease) assume the entire cost of all necessary servicing, repair or correction.

9. Limitation of liability. In no event shall Audio Ease be liable to the USER for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Audio Ease SOFTWARE even if Audio Ease has been advised of the possibility of such damages. In no event will Audio Ease's liability for any claim, whether in contract, tort, or any other theory of liability exceed the license fee paid by the USER as evidenced by a copy of the original receipt.
10. Other terms. This agreement is governed by Dutch law. The Court of Law in Utrecht, the Netherlands, is the only competent court and has the exclusive jurisdiction to handle all legal disputes which may arise between Audio Ease and the USER. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement. This is the entire agreement between the USER and Audio Ease which supersedes all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter of this agreement.

Audio Ease BV
Vlampijpstraat 57
3534 AR UTRECHT
THE NETHERLANDS
www.audioease.com
info@audioease.com
+31 30 2433606

addendum

(governing materials stated under paragraph 7 of the above agreement)

Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner

or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable

by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

- (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
- (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
- (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of

this License, without any additional terms or conditions.

Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the

Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier

identification within third-party archives.

Copyright 2016 Google, Inc.

Licensed under the Apache License, Version 2.0 (the "License");

you may not use this file except in compliance with the License.

You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software

distributed under the License is distributed on an "AS IS" BASIS,

WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and

limitations under the License.