

Ample Sound

END USER LICENSE AGREEMENT

(EULA)

CONTENTS

1	GRANT OF LICENSE	1
2	INSTALLATION	1
3	NO MODIFICATION	2
4	LICENSE TRANSFERS	2
5	NOT FOR RESALE SOFTWARE	3
6	TERMS OF USE	4
7	SUPPORT	5
8	LIMITATION ON REVERSE ENGINEERING, DECOMPILING, COPYING AND DISASSEMBLY	5
9	TERMINATION	5
10	CONSENT TO USE OF DATA.....	5
11	UPGRADES/ADDITIONAL SOFTWARE/COMPONENT LICENSES	6
12	OWNERSHIP.....	7
13	LIMITED WARRANTY	7
14	CUSTOMER REMEDIES.....	7
15	WARRANTY DISCLAIMER.....	8
16	LIMITATION OF LIABILITY.....	8
17	LIMITATION OF REMEDIES	9
18	ENTIRE AGREEMENT	9
19	GOVERNING LAW; VENUE.....	10
20	AMENDMENT	10

IMPORTANT READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (an individual or an entity) and 博声音元科技有限公司 ("博声音元" or "Ample Sound") regarding all of Ample Sound' s products that you download, install, copy or use, including without limitation, each such product' s software code, software programs, sound libraries, MIDI packs, presets and files, and all of their parts, including without limitation any and all code, sounds, sound files, presets, preset files, associated media, printed materials and "online" or electronic documentation (collectively referred to as "Product"). **YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS EULA BY DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING A PRODUCT OR ANY PART THEREOF. YOU SHALL BE DEEMED TO AFFIRM YOUR AGREEMENT TO BE LEGALLY BOUND BY THE TERMS OF THIS EULA WITH RESPECT TO ALL PRODUCTS EACH TIME YOU DOWNLOAD, INSTALL, COPY OR USE ANY PRODUCT OR ANY PART THEREOF. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY OR USE ANY PRODUCT OR ANY PART THEREOF.**

The Products:

Ample Sound offers a wide range of products and this EULA and its terms apply to all of our products. The descriptions, contents and functionalities of each Product are described on the Ample Sound website, on the Product packaging and/or in the documentation that accompanies the Product. The term "Product" or "Product component" as used in this EULA may include software, software programs, software tools, plug-ins, sounds, sound collections, sound arrangements, sound libraries, MIDI files, MIDI packs, presets, preset files, documentation, images and/or other content as a whole, as collections or as single files.

1 GRANT OF LICENSE

Ample Sound grants you the following non-exclusive, perpetual rights provided you comply with all terms and conditions of this EULA.

2 INSTALLATION

You (one user) may download, install, and use a Product on one computer or on more than one computer only if these computers form a single production unit or constitute separate

workstations necessary for the task at hand and belong to the same owner. The number of concurrent installations of a Product is limited by the provisions or authorization process on the Ample Sound website or the copy protection system included in a Product. If the Product does not have a copy protection system, no more than two concurrent installations are permitted. The number of permitted concurrent installations are subject to change without notice.

3 NO MODIFICATION

Except as set forth in Section 6 (Terms of Use), you may not modify or create derivative works in whole or in part based on any one of, or on any part of, a Product. You may not permit third parties to benefit from the use or functionality of a Product or any part thereof through a timesharing, service bureau or other arrangement.

4 LICENSE TRANSFERS

- (i) **Permitted Transfers.** You may transfer a Product to a computer or computers you own other than the computer(s) on which such Product was originally installed provided you comply with the provisions of this EULA. You may transfer your license to a Product (a "License") if you (a) notify us of the transfer, please email Service@amplesound.net using the email address you registered on Ample Sound website and provide us: (i) the Product name, (ii) old device information and (b) remove your copy of the Product from your computer, server and other back-up device or service or otherwise render it unusable. License transfers may be subject to a transfer fee.

You may also transfer your license to another user, but you can only transfer the entire license of your software (not a copy license), and the license can only be transferred once (if your license came from a transferred license, it cannot be transferred again). If you (a) notify us of the transfer, please email Service@amplesound.net using the email address you used when registering on the Ample Sound website and provide us with: (i) the product name, (ii) the user ID and email address of the new holder of the License (the "New Holder"), and (b) remove your product copy from your computer, server, and other backup devices or services, or make it otherwise unusable, you can transfer your

license. License transfers may require payment of a transfer fee.

- (ii) **Prohibited Transfers.** If your license came from a transferred license, it cannot be transferred again. You may not transfer partial Licenses (that is, if your License allows for multiple users then the transfer must include all such user Licenses). If a Product consists of multiple Product components with separate installers, serial numbers and/or authorization processes, you may not separately transfer the Licenses to the Product components. If you hold a License to a Product upgrade that requires you to hold a License to a prior version of that Product, you may not transfer the License to the prior version of the Product. If you transfer a License to a Product that has certain requirements, for example, an upgrade that requires the holder of the License to hold a License to a prior version of the Product, then the New Holder must also fulfill those requirements. If any free Product components are added to your Ample Sound account, either for your convenience or for compatibility purposes, then you may not transfer the License to the free Product components. Any free Product components may be removed from your account without prior notice at AmpleSound's sole discretion. You may not rent or sublicense any Product, Product component or License.
- (iii) **Violations.** Your failure to notify us regarding a transfer of a License may result in the New Holder not having access to the Product, our support services or Product updates. If you have transferred a License in violation of this EULA, you agree to indemnify us and hold us harmless regarding any claims made by the New Holder. All New Holders will be subject to this EULA. Accordingly, you must notify the New Holder that the transferred License will continue to be subject to this EULA.

5 NOT FOR RESALE SOFTWARE

Any Product identified as "Not for Resale" , "NFR" , "Evaluation Copy" , "Demo" or some other similar identification and Products that are provided without charge are collectively referred to herein as "Demo Software." You are granted the warranties and remedies set forth herein only with respect to Product licenses that you have purchased and with respect to which you have complied with all provisions of this EULA. Notwithstanding anything to the contrary herein, Demo Software:

- (i) may only be used for the purpose of demonstration, test or evaluation of a Product (except with respect to Products that are bundled with other third-party products or where we expressly provide that the limitations set forth in this subparagraph do not apply) or the purpose of promoting the Product or other Ample Sound products;
- (ii) may not have all the functionality or features of a Product for which you have purchased a License;
- (iii) is provided with no representations or warranties whatsoever, including without limitation the warranties in Section 13 hereof, but is provided solely on an "AS IS, WHERE IS" basis; and
- (iv) will not be provided any support or maintenance, and you will receive no upgrades, updates or supplements for the Demo Software.

You are not entitled to transfer or sublicense Demo Software to any person or entity. Furthermore, notwithstanding anything to the contrary herein, you are not entitled to any remedies, monetary or replacement, with respect to Demo Software provided to you. Although the Demo Software does not have all the rights of a fully registered or licensed Product, you nevertheless agree to be bound by the obligations and acknowledgements herein with respect to each Product.

6 TERMS OF USE

You may use a Product, or any part of a Product, including presets or parts of sound libraries, only in the context of musical arrangements, recordings of arrangements and live performances. Prohibited uses of Products (or any part thereof) includes to (a) extract, copy or otherwise produce from a Product any single preset, sound or MIDI file, an assembly of presets, sounds or MIDI files or assemble presets, sounds or MIDI files for resale, commercialization or any other form of distribution; (b) assemble solo agglomerates known as a loop for resale or other form of distribution, (c) create derivatives of content, including as single sounds, files or any other parts of a Product as a whole for resale or other form of distribution; (d) use any sound from a Product (or a derivative work thereof) in any hardware, software, program or app for resale, commercialization or any other form of distribution; or (e) use, display, copy or modify any of Ample Sound's copyrighted materials (such as text, graphics, logos, illustrations, photographs, film clips, video recordings, voice recordings and similar items) or trademarks for any commercial

or competitive purpose. The use of a Product (or part thereof) outside of the context of musical arrangements, recordings of arrangements and live performances requires Ample Sound' s prior express written permission.

7 SUPPORT

Provided that your License has been paid for in full (including any transfer fees), Ample Sound agrees to provide Product support as set forth on Ample Sound' s website at the time the support is requested. If Ample Sound charges for Product support, it will be as set forth on Ample Sound' s website.

8 LIMITATION ON REVERSE ENGINEERING, DECOMPILING, COPYING AND DISASSEMBLY

The Product software coding and all accompanying files are the proprietary and confidential information of Ample Sound. You may NOT reverse engineer, decompile, copy, disassemble or, except as set forth in Section 6 (Terms of Use), modify any Product or any software, files or other parts of a Product.

9 TERMINATION

Without prejudice to any other rights or remedies it may have, Ample Sound may terminate this EULA and the Licenses granted hereunder if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Products and all of its component parts.

10 CONSENT TO USE OF DATA

You agree that Ample Sound and its affiliates may collect, store and use information about you, including your name, address, email address and payment history, serial numbers of purchased products, identification number(s) used to identify certain hardware in your computer(s), any arbitrary identifying name or number you provide of the computers on which products are

installed, as part of registration and/or authorization process and to provide support services related to our Products. Ample Sound will take customary industry measures to assure that the information stored in Ample Sound's database about you and your computer cannot be used by unauthorized personnel to identify you or your computer. Ample Sound may engage other companies and individuals ("subcontractors") to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs, customer service and maintenance, support and modification of Products and related software. Ample Sound may share your information with such subcontractors in order to perform these and other functions. Ample Sound also may transfer this information to a third party who purchases Ample Sound or the division distributing a Product. You may receive email messages from us, including marketing emails, at the email address you have provided us, but you have the right to unsubscribe from receiving such messages from us. If the email address that you have provided to us is a wireless email address, you agree to receive messages at such address from us until you unsubscribe from receiving such messages from us. Your wireless carrier's standard rates may apply to these messages. Ample Sound is the data controller for the personal data collected by us on our own behalf. Ample Sound only stores your personal data for as long as necessary for the purpose of this EULA or as long as necessary according to law. Information that is no longer necessary is deleted. We respect user privacy and handle data in compliance with applicable laws. For details, please contact our support team.

11 UPGRADES/ADDITIONAL SOFTWARE/COMPONENT LICENSES

Ample Sound has no obligation to provide you with upgrades, updates or supplements to any software or other files included in any Products (collectively, "Upgrades") you may license unless you expressly order and pay for the Licenses for such Upgrades. If Ample Sound does provide you with any Upgrades, this EULA shall apply to such Upgrades, unless other terms are provided along with the Upgrade. Such Upgrades may contain certain components (each, a "Component") that include a separate end user license agreement (a "Component Agreement") which you must review and agree to before using any such Component. The terms of any Component Agreement are herein incorporated by reference to this EULA. In the event of

any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.

12 OWNERSHIP

Each Product is protected by copyright and other intellectual property laws and treaties. Ample Sound own the title, copyright, and other intellectual property rights in each Product. Any copy of a Product and its related documentation you make must contain the proprietary notices that are contained in the original copy of such Product and documentation delivered to you. You have only the license rights expressly granted to you pursuant to this EULA with respect to any Product.

13 LIMITED WARRANTY

Ample Sound warrants that for ninety (90) days from the date of receipt of a new Product that such new Product will operate substantially in accordance with the documentation provided by Ample Sound with respect to such Product (the "Limited Warranty").

14 CUSTOMER REMEDIES

Ample Sound' s entire liability and your exclusive remedy for any breach of the Limited Warranty shall be, at Ample Sound' s option, either (i) return of the purchase price you paid for the license for the Product, (ii) replacement of the defective media in which the Product is contained or (iii) to repair or replace the Product. You must return the defective Product to Ample Sound with a copy of your receipt and remove all copies of the defective Product from your computers or notify Ample Sound of any defective Product you have downloaded and remove all copies of the defective Product from your Computers. You will receive the remedy elected by Ample Sound without charge, except that you are responsible for any shipping expenses you may incur. The Limited Warranty is void if failure of a Product has resulted from an accident, abuse, misapplication, abnormal use, misconfiguration, or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any Product support services offered by Ample Sound are available

without proof of purchase from an authorized international source. To exercise your remedy, contact: service@amplesound.net to obtain the physical address for Ample Sound.

15 WARRANTY DISCLAIMER

Except for the Limited Warranty, EACH PRODUCT IS PROVIDED "AS IS" AND AMPLE SOUND MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THE EXTENT OF WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, AMPLE SOUND MAKES NO WARRANTY, CONDITION, REPRESENTATION, OR TERM (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER THIRD-PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME RESPONSIBILITY FOR SELECTING ANY PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM EACH PRODUCT. YOU EXPRESSLY ASSUME RESPONSIBILITY FOR WHAT YOU CREATE USING THE PRODUCT, BE IT MUSICAL COMPOSITIONS OR OTHER END RESULTS, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ON ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY. WITHOUT LIMITING THE FOREGOING PROVISIONS, AMPLE SOUND MAKES NO WARRANTY THAT ANY PRODUCT WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT ANY PRODUCT WILL MEET YOUR REQUIREMENTS.

16 LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL AMPLE SOUND OR A THIRD PARTY SUPPLIER BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES, COSTS AND EXPENSES RELATED TO CLAIMS THAT YOUR MUSICAL COMPOSITIONS INFRINGE ON INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY CHARACTER INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, BUSINESS INTERRUPTION, INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY OTHER DAMAGE OR LOSS. IN NO EVENT SHALL AMPLE SOUND OR A SUPPLIER BE LIABLE FOR ANY DAMAGES WITH RESPECT TO ANY PRODUCT IN EXCESS OF THE PRICE PAID FOR SUCH PRODUCT, EVEN IF AMPLE SOUND OR THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

17 LIMITATION OF REMEDIES

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Ample Sound and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Ample Sound with respect to any breach of the Limited Warranty) shall be limited to the amount paid by you for the applicable Product. The foregoing limitations, exclusions and disclaimers (including Sections 13, 14, 15 and 16 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

18 ENTIRE AGREEMENT

This EULA, including any addendum or amendment to this EULA which is included with a Product, are the entire agreement between you and Ample Sound relating to such Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to such Product or any other subject matter covered by this EULA. To the extent the terms of any Ample Sound policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

19 GOVERNING LAW; VENUE

Ample Sound Technology Co. is a company organized under the laws of U.S. with its headquarters in Beijing. This EULA will be governed by the laws of the United States, without regard to its conflict of laws principles. You consent and submit to the personal jurisdiction of the courts of the United States and agree that disputes regarding a Product and this EULA may be heard within the courts of the United States. You waive any objection in the nature of inconvenient forum with respect to such actions brought in the courts of the United States. In the event this EULA is translated into any other language, the English version of this EULA shall control. Notwithstanding the foregoing, Ample Sound shall be entitled to enforce and protect its rights under this EULA, in whole or in part, in any jurisdiction where you are located or in which Ample Sound (directly or through a subsidiary) has sufficient nexus to bring a claim and, in the event of a claim, the laws of such jurisdiction shall govern such claim and you hereby waive any objection in the nature of inconvenient forum with respect to such claim.

20 AMENDMENT

This EULA may not be modified except by a written addendum or an updated version of this EULA posted on Ample Sound' s website or emailed to you by a duly authorized representative of Ample Sound. Ample Sound shall have no obligation to notify you of any such modification. No provision hereof shall be deemed waived by Ample Sound unless such waiver shall be in writing (which may be done by email). If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. All references to "this EULA" shall be a reference to Ample Sound' s most recent EULA.

This EULA was last updated on January 1, 2023.

Website: <https://www.amplesound.net>

Online Service: <https://www.facebook.com/AmpleSoundTech>



Copyright © Ample Sound Technology Co.