

END USER LICENSE AGREEMENT ("EULA") FOR ANDREAS INSTRUMENT SOUNDS® PRODUCT(S)

Revision 1.3, July 24, 2023

1. READ BEFORE PURCHASE AND USE

Make sure to read and understand this End User License Agreement (hereinafter the "EULA") before purchasing and using any Andreas Instrument Sounds product(s).

2. ACCEPTING THE EULA

By purchasing and by using any Andreas Instrument Sounds product(s) you, the End User (hereinafter "you", "your"), agree to this EULA. Andreas Instrument Sounds AB reserves the right, at its full discretion, to modify this EULA at any time.

3. INFORMATION ABOUT ANDREAS INSTRUMENT SOUNDS

Andreas Instrument Sounds product(s) are provided by Andreas Instrument Sounds AB, Swedish Corporate Identity Number (organisationsnummer) 559381-3941, Ludvika, Sweden.

Andreas Instrument Sounds is a registered Trademark at the European Union Intellectual Property Office (EUIPO) and in other countries.

4. GENERAL

In order to make a purchase on the Andreas Instrument Sounds website(s) you must 1) have a legal right to enter into a binding contract with Andreas Instrument Sounds AB and not be prohibited to do so under any applicable laws; and 2) be 18 years (or the age of majority in your country of residence) or older, unless you are aged between 13 and 17 and your parent(s) or legal guardian(s) have consented to your use and accepted this EULA. If you are a consumer, this EULA will not limit any consumer rights that you may be entitled to under the mandatory laws of your country of residence. As the Andreas Instrument Sounds product(s) are delivered to you digitally and not on a physical device, you do not have a right of withdrawal in accordance with the Act on Distance Contracts and Off-Premises Contracts (Sw: Lag (2005:59) om distansavtal och avtal utanför affärslokaler). When making a purchase on the website you hereby agree that you do not have a right to withdraw your purchase.

5. SOUNDS ARE LICENSED, NOT SOLD TO YOU

The sound recordings used to create Andreas Instrument Sounds product(s) are licensed, on a non-exclusive basis, and not sold to you. The Andreas Instrument Sounds product(s) can be used to create commercial music, cinematic, television, radio and/or game productions.

Demo versions of Andreas Instrument Sounds products) are made for evaluation purpose(s) only and shall not be used to create commercial music, cinematic, television, radio and/or game production(s).

6. LIMITATIONS IN USE

It is prohibited for you to share and distribute any Andreas Instrument Sounds product(s). It is prohibited for you to create any sample(s), sound libraries, musical product(s) and/or instrument(s) with any sound(s) from any Andreas Instrument Sounds product(s) and/or sound recording(s). It is prohibited for you to add a sound effect, resynthesize, filter, reformat or in any other way alter any sound(s) from any Andreas Instrument Sounds product(s) and/or sound recording(s) to create any derivative work(s).

7. INTELLECTUAL PROPERTY (IP)

How any Andreas Instrument Sounds product(s) are made and recorded are trade secrets and will/shall not be revealed by Andreas Instrument Sounds AB or anyone else. Andreas Instrument Sounds AB is the owner of all intellectual property rights in the Andreas Instrument Sounds products and recordings. The Andreas Instrument Sounds products and recordings are protected by International Copyright Law and International Treaty provisions. All such rights are reserved. You may not use, transfer, display, perform or otherwise make the any Andreas Instrument Sounds product(s) and/or recording(s) available, except as expressly permitted under this EULA. You further agree not to reverse engineer, disassemble, decompile or modify any Andreas Instrument Sounds product(s).

8. USE OF THE BRAND NAME

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9. REQUIRED HOST SOFTWARE, APPLICATION(S) OR DIGITAL AUDIO WORKSTATION(S) (DAW(S))

It is required, for any Andreas Instrument Sounds 1) macOS Audio Units (AU) compatible Plug-In(s) to work, that you use a 64-bit macOS Audio Units (AU) compatible host software, application or digital audio workstation (DAW), 2) macOS* VST® 3 compatible Plug-In(s) to work, that you use a 64-bit macOS VST 3 compatible host software, application or digital audio workstation (DAW) and/or 3) Windows VST 3 compatible Plug-In(s) to work, that you use a 64-bit Windows VST 3 compatible host software, application or digital audio workstation (DAW).

To make sure how to mount and use any VST 3 and/or Audio Units (AU) Plug-In(s) make sure that you read, fully understand and follow your host software, application(s) or digital audio workstation(s) (DAW(s)) manufacturer's instruction(s), manual(s) and/or user guide(s).

Note that you may have to rescan and/or refresh your host software, application(s) or digital audio workstation(s) (DAW(s)) Plug-In list(s) and/or activate e.g. VST 3 and/or Audio Units (AU) as Plug-In sources and/or restart your host software, application(s) or digital audio workstation(s) (DAW(s)) and/or restart your computer(s) before use.

Make sure that you store the Andreas Instrument Sounds .instruments folder(s) in the same location(s) as the the associated VST 3 and/or .component (Audio Units) file(s), otherwise the Andreas Instrument Sounds Plug-In(s) will not work. The location(s) to store the VST 3 and/or Audio Units file(s) and therefore also the .instrument folder(s) is/are stated in your host software, application(s) or digital audio workstation(s) (DAW(s)) manufacturer's instruction(s), manual(s) and/or user guide(s).

This/these location(s) could be e.g. 1) Computer - macOS - Library - Audio - Plug-Ins - VST3 for VST 3 files and Computer - macOS - Library - Audio - Plug-Ins - Components for Audio Units files and/or 2) Computer - Windows (C:) - Program - Common Files - VST3 for VST 3 files.

Andreas Instrument Sounds AB cannot guarantee that any Andreas Instrument Sounds Plug-In(s) will work in your host software, application(s) or digital audio workstation(s) (DAW(s)) or work as you have intended. It is recommended that you download and try any Andreas Instrument Sounds demo version(s) before you purchase any Andreas Instrument Sounds Plug-In(s).

Andreas Instrument Sounds AB does NOT include any host software, application(s) or digital audio workstation(s) (DAW(s)) with any of the Andreas Instrument Sounds Plug-In(s), nor does Andreas Instrument Sounds AB give away and/or sell host software, application(s) or digital audio workstation(s) (DAW(s)).

10. REQUIRED SAMPLER(S)/SAMPLE PLAYER SOFTWARE/APPLICATION(S)/HARDWARE

It is required, for any Andreas Instrument Sounds Kontakt 7 compatible Sample Instrument(s) to work, that you use the Kontakt 7 software/application.

To make sure how to mount and use any Kontakt 7 compatible Sample Instrument(s) make sure that you read, fully understand and follow the manufacturer's instruction(s), manual(s) and/or user guide(s).

Andreas Instrument Sounds AB cannot guarantee that any Andreas Instrument Sounds Kontakt 7 compatible Sample Instrument(s) will work in your Kontakt 7 software/application(s) or work as you have intended. It is recommended that you download and try any Andreas Instrument Sounds Kontakt 7 compatible Sample Instrument demo version(s) before you purchase any Andreas Instrument Sounds Kontakt 7 compatible Sample Instrument(s).

Andreas Instrument Sounds AB does NOT include Kontakt 7 with any of the Andreas Instrument Sounds Kontakt 7 compatible Sample Instrument(s), nor does Andreas Instrument Sounds AB give away and/or sell the Kontakt 7 software/application.

It is required, for any Andreas Instrument Sounds MPC 2 compatible Expansion(s) to work, that you use the MPC 2 software/application.

To make sure how to mount and use any MPC 2 compatible Expansion(s) make sure that you read, fully understand and follow the manufacturer's instruction(s), manual(s) and/or user guide(s).

Andreas Instrument Sounds AB cannot guarantee that any Andreas Instrument Sounds MPC 2 compatible Expansion(s) will work in your MPC 2 software/application(s) or work as you have intended. It is recommended that you download and try any Andreas Instrument Sounds MPC 2 compatible Expansion demo version(s) before you purchase any Andreas Instrument Sounds MPC 2 compatible Expansion(s).

Andreas Instrument Sounds AB does NOT include MPC 2 software/application(s) or MPC hardware with any of the Andreas Instrument Sounds MPC 2 compatible Expansion(s), nor does Andreas Instrument Sounds AB give away and/or sell the MPC 2 software/application or MPC hardware.

It is required, for any Andreas Instrument Sounds Reason 12 compatible Rack Extension Patch(s) to work, that you use the Reason 12 software/application.

To make sure how to mount and use any Reason 12 compatible Rack Extension Patch(s) make sure that you read, fully understand and follow the manufacturer's instruction(s), manual(s) and/or user guide(s).

Andreas Instrument Sounds AB cannot guarantee that any Andreas Instrument Sounds Reason 12 compatible Rack Extension Patch(s) will work in your Reason 12 software/application(s) or work as you have intended. It is recommended that you download and try any Andreas Instrument Sounds Reason 12 compatible Rack Extension Patch demo version(s) before you purchase any Andreas Instrument Sounds Reason 12 compatible Rack Extension Patch(s).

Andreas Instrument Sounds AB does NOT include Reason 12 software/application(s) with any of the Andreas Instrument Sounds Reason 12 compatible Rack Extension Patch(s), nor does Andreas Instrument Sounds AB give away and/or sell the Reason 12 software/application.

11. REQUIRED HARDWARE INSTRUMENT(S)

It is required, for any Andreas Instrument Sounds 4) Nord NSMP 2 (.nsmp) compatible Sample Instrument(s) to work, that you use a Nord Stage 2 v1.00 (or higher), Nord Electro 5 v1.00 (or higher), Nord Electro 4 v1.00 (or higher), Nord Electro 3 v1.00 (or higher), Nord Electro 3 HP v1.00 (or higher), Nord Piano 3 v1.00 (or higher), Nord Piano 2 v1.00 (or higher) or Nord Wave v2.00 (or higher).

It is required, for any Andreas Instrument Sounds 5) Nord NSMP 3 (.nsmp3) compatible Sample Instrument(s) to work, that you use a Nord Stage 3 v2.50 (or higher), Nord Electro 6 v2.50 (or higher), Nord Piano 4 v2.50 (or higher), Nord Grand v1.50 (or higher) or Nord Wave 2 v0.80 (or higher).

It is required, for any Andreas Instrument Sounds 6) Nord NSMP 4 (.nsmp4) compatible Sample Instrument(s) to work, that you use a Nord Stage 4 v0.90 (or higher) or Nord Stage 5 v1.00 (or higher).

To make sure how to transfer any 4) NSMP 2 (.nsmp), 5) NSMP 3 (.nsmp3) and/or 6) NSMP 4 (.nsmp4) to your Nord Instrument make sure to read the manufacturer's instruction(s), manual(s) and/or user guide(s).

To make sure how to use any 4) NSMP 2 (.nsmp), 5) NSMP 3 (.nsmp3) and/or 6) NSMP 4 (.nsmp4) with your Nord Instrument(s) make sure to read the manufacturer's instruction(s), manual(s) and/or user guide(s).

Andreas Instrument Sounds AB cannot guarantee that any Andreas Instrument Sounds 4) Nord NSMP 2 (.nsmp), 5) NSMP 3 (.nsmp3) and/or 6) NSMP 4 (.nsmp4) compatible Sample Instrument(s) will work with your Nord Instrument(s) or work as you have intended. It is recommended that you download and try any Andreas Instrument Sounds demo version(s) before you purchase any Andreas Instrument Sounds 4) Nord NSMP 2 (.nsmp), 5) NSMP 3 (.nsmp3) and/or 6) NSMP 4 (.nsmp4) compatible Sample Instrument(s).

Andreas Instrument Sounds AB does NOT include any hardware or software instrument(s), sample editor(s), sound manager(s), USB drive(s) or application(s) with any of the Andreas Instrument Sounds 4) Nord NSMP 2 (.nsmp), 5) NSMP 3 (.nsmp3) and/or 6) NSMP 4 (.nsmp4) compatible Sample Instrument(s), nor does Andreas Instrument Sounds AB give away and/or sell sample editor(s), sound manager(s) or USB drive(s) or Nord instrument(s).

12. COMPLAINTS

If any Andreas Instrument Sounds product(s) sold to you is defective, you have the right to file a complaint as regards the defect, and depending on the situation you may have the right to demand a replacement product or cancel the purchase and get a refund of your payment. If you would like to file a complaint you shall inform Andreas Instrument Sounds AB within a reasonable period of time after the discovery of the defect. Complaints shall be sent to the following E-mail address: "contact" at Andreas Instrument Sounds' domain.

13. LIMITATION OF LIABILITY

Andreas Instrument Sounds product(s) are provided "as is" and "as available" and to the fullest extent permitted by applicable laws, Andreas Instrument Sounds AB makes no warranty and/or representation, express or implied, as regards to the availability, fitness for purpose, content or other data provided and the quality of the Andreas Instrument Sounds product(s). To the fullest extent permitted by applicable laws you use the Andreas Instrument Sounds product(s) at your own risk. You also acknowledge that complete absence of file- and/or program errors cannot be obtained in the software industry. Andreas Instrument Sounds AB makes no warranty that the Andreas Instrument Sounds product(s) are free of viruses, malware or other harmful components. Andreas Instrument Sounds AB (including its officers, directors, shareholders, employees and agents) shall in no event, and to the fullest extent permitted by applicable laws, be liable for any damages as a consequence of loss of profits, sales, business or revenue and/or loss of anticipated savings, loss of business opportunity, goodwill or reputation or any other indirect or consequential loss or damage. Andreas Instrument Sounds AB reserves the right to, at any time and with or without prior notice, modify or discontinue, temporarily or permanently, the Andreas Instrument Sounds product(s), and Andreas Instrument Sounds AB shall have no liability to you if Andreas Instrument Sounds AB exercises such rights.

14. THIRD PARTY APPLICATIONS

The website(s) of Andreas Instrument Sounds AB and the Andreas Instrument Sounds product(s) are integrated with third party applications, websites and other services to make the Andreas Instrument Sounds product(s) available to you. These third party applications may have their own terms and conditions of use etc., and your use of these third party applications will therefore be subject to the applicable terms and conditions of such third party provider. Andreas Instrument Sounds AB is not responsible or liable for behavior, content or features of any third party application.

15. PERSONAL DATA

Andreas Instrument Sounds AB will collect and process your personal data in accordance with Andreas Instrument Sounds AB's privacy policy, applicable from time to time. You can find Andreas Instrument Sounds AB's privacy policy here:
www.andreasinstrumentsounds.com/privacy-policy.

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18. LAW AND DISPUTE RESOLUTION

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19. TERMINATION OF LICENSE(S)

If you fail to comply to the EULA this agreement will automatically terminate and you must promptly stop using the Andreas Instrument Sounds product(s) and destroy all the copies of your Andreas Instrument Sounds product(s).



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