Audio Ease Speakerphone™ license agreement



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, press Disagree and the installer will quit. 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:

Definitions:

In this agreement the following definitions will be in capitals.

These definitions are understood to mean:

COMPUTER PROGRAMMES: Speakerphone™

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 Speakerphone™ and Speaker Samples for use in Speakerphone™.

SAMPLES: sound effects and ambiences recordings distributed with Speakerphone™.

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

BACKUP:one 1:1 copy of the COMPUTER PROGRAMMES made according to the terms of this agreement. 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.

CHALLENGE/RESPONSE: an alternative copy protection mechanism that stores the authorization on the harddisk of the computer.

The SOFTWARE accompanying this license is licensed to you by Audio Ease under the terms of this agreement. You own any discs(s) on which the Audio Ease SOFTWARE is recorded, but Audio Ease retains title to the SOFTWARE and BACKUP

1. License. Audio Ease gives the USER the right to use the enclosed SOFTWARE under the terms of this agreement. This agreement gives the USER the right to install the SOFTWARE on multiple computers, provided that the software is only used on one computer at a time. This agreement gives the USER the right to make one copy of the COMPUTER PROGRAMMES in machine readable form for BACKUP purposes only. The BACKUP may only be used in the event that the original SOFTWARE is unusable. The USER is obliged to promptly return to Audio Ease the unusable original SOFTWARE within 14 days after the event occurred that caused the damage to the original SOFTWARE. The BACKUP must contain all copyright notices, any other proprietary legends and signs that were on the original disc(s) provided by Audio Ease. T 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 and BACKUP 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 install or provide use of the SOFTWARE in a network. 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 electronically transmit the SOFTWARE in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the SOFTWARE in whole or in part. 2b (Restriction). The USER may not install or provide use of the IMPULSE RESPONSES in a network. The USER may not, without written permission from Audio Ease, reverse engineer, disassemble, re-sample or rerecord, decompile, modify, alter or otherwise reduce the IMPULSE RESPONSES in whole or in part to a human perceivable form. The USER may not electronically transmit the IMPULSE RESPONSES in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the IMPULSE RESPONSES in whole or in part.

2c (Restriction) The USER may not use the IMPULSE RESPONSES for the purpose of training artificial intelligence (AI) systems or large language models (LLMs).

- 3. Authorization procedure:
- A) ILOK: the SOFTWARE will function only after authorization has been stored on an ILOK dongle or on the computer, via ILOK.com. The USER agrees to follow the procedure for obtaining a the authorization on-line. USER understands that the authorization procedure ties the software to a single ILOK dongle or computer.
- 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 and BACKUP 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 and BACKUP 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 you by Audio Ease under the terms of this agreement. You own any discs(s) on which the Audio Ease IMPULSE RESPONSES are recorded, but Audio Ease retains title to the IMPULSE RESPONSES and BACKUP.
- 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 IMPULSE RESPONSES are licensed under the terms of this agreement, not sold. Audio Ease retains title to the IMPULSE RESPONSES. The IMPULSE RESPONSES are licensed only for use in COMPUTER PROGRAMMES (Speakerphone™).
- 6c. The use of Audio Ease and third party SAMPLES, contained in or otherwise included with the SOFTWARE, is governed by a separate agreement between the USER and AUDIO EASE. This agreement can be found in the installer of the Audio Ease and third party SAMPLES. This agreement is both part of this agreement (at the bottom) and comes separately as the in the SAMPLES installer.
- 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, ACCOMPANYING DOCUMENTATION OR DISKETTES. 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.
- 11 Third Party Software Notices. The following three notices concern the codecs for Open LPC, GSM and CELP. These codecs have been compiled in unmodified form into a static library that is called upon by SOFTWARE.

Audio Ease BV will provide pointers to the sources of these codecs upon request.

11a Open LPC Copyright Notice.

COPYRIGHT 1998 BY: Enzo Michelangeli and Future Dynamics

This software is being provided by the copyright holders under the following license. By obtaining, using and/or copying this software, you agree that you have read, understood, and will comply with the following terms and conditions:

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee or royalty is hereby granted, provided that the full text of this NOTICE appears on ALL copies of the software and documentation or portions thereof, including modifications, that you make. Any application making use of this code shall prominently display the notice: "Portions of this software are based in part on code developed by Future Dynamics".

THIS SOFTWARE IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. COPYRIGHT HOLDERS WILL BEAR NO LIABILITY FOR ANY USE OF THIS SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders.

11b GSM 06.10 13 kbit/s RPE/LTP speech compression notice:
Copyright 1992 by Jutta Degener and Carsten Bormann,
Technische Universitaet Berlin
Any use of this software is permitted provided that this notice is not removed and that neither the authors nor the Technische Universitaet Berlin are deemed to have made any representations as to the suitability of this software for any purpose nor are held responsible for any defects of this software. THERE IS ABSOLUTELY NO WARRANTY FOR THIS SOFTWARE. As a matter of courtesy, the authors request to be informed about uses this software has found, about bugs in this software, and about any improvements that may be of general interest.

Berlin, 15.09.1992
Jutta Degener
Carsten Bormann

11c CELP codec Notice:

CELP voice codec, part of the HawkVoice Direct Interface (HVDI) cross platform network voice library Copyright (C) 2001-2003 Phil Frisbie, Jr. (phil@hawksoft.com) This library is free software; you can redistribute it and/or modify it under the terms of the GNU Library General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Library General Public License for more details.

You should have received a copy of the GNU Library General Public License along with this library; if not, write to the Free Software Foundation, Inc., 59 Temple Place - Suite 330, Boston, MA 02111-1307, USA.

The USER confirms to have read this agreement before Installing. If you do not agree to the terms of the agreement, press Disagree and the installer will quit. If you have received a package, promptly return the package containing the SOFTWARE and/or DOCUMENTATION with a copy of the original receipt to Audio Ease, who will then refund the purchase price as stated on the original receipt.





Carefully read the following legal agreement before installing the SAMPLES.

By installing the SAMPLES you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of the agreement, Disagree. If you have received a package, promptly return the package containing the SAMPLES with a copy of the original receipt to the reseller 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:

Definitions: In this agreement the following definitions will be in capitals. These definitions are understood to mean:

USER: Rightful owner of the Speakerphone software.

SAMPLES: Audio Content installed by this installer. This Audio Content shows up in the Sample Bay of the product Speakerphone. This Audio Content was created by Audio Ease and Third Parties.

The SAMPLES accompanying this license are licensed to you by Audio Ease under the terms of this agreement. You own any discs(s) on which the Audio Ease SAMPLES are recorded, but Audio Ease retains title to the SAMPLES and BACKUP

The Audio Ease SAMPLES are protected by copyright laws and international copyright treaties, as well as other intellectual property rights laws and treaties. The SAMPLES are licensed under the terms of this agreement, not sold. Audio Ease retains title to the SAMPLES. The SAMPLES are licensed only for use by the USER. Portions of the SAMPLES utilise or include third party audio content and other copyrighted materials, however, this license agreement governs the use of all SAMPLES.

- 1. License. Audio Ease gives the USER the right to use the enclosed SAMPLES under the terms of this agreement. You, The USER, may use the SAMPLES on a royalty free basis, to create your own original soundtracks for your video and audio projects. You may broadcast and/or distribute your own soundtracks that were created using the SAMPLES. however, individual samples, sound sets, or audio loops may not be commercially or otherwise distributed on a standalone basis, nor may they be repackaged in whole or in part as audio Samples, sound libraries, sound effects or music beds. The USER may not use the IMPULSE SAMPLES for the purpose of training artificial intelligence (AI) systems or large language models (LLMs).
- 2. Restrictions. The USER may not install or provide use of the SAMPLES in a network. 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 SAMPLES in whole or in part to a human perceivable form. The USER may not electronically transmit the SAMPLES in whole or in part from one computer to another or over a network. The USER may not rent, lease, loan or distribute the SAMPLES in whole or in part.
- 3. The USER may not claim copyrights on any of the music SAMPLES, nor derivative new music that the the music SAMPLES are an integral part of, and solicit royalties as a consequence.
- 4. No warranties. The USER expressly acknowledges and agrees that the use of the SAMPLES is at his sole risk. The SAMPLES is provided "AS IS" and without warranty of any kind. Audio Ease does not warrant that the SAMPLES are error free. AUDIO EASE EXPRESSLY DISCLAIMS ALL 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 SAMPLES, ACCOMPANYING DOCUMENTATION OR DISKETTES. 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 SAMPLES prove defective the USER (and not Audio Ease) assume the entire cost of all necessary servicing, repair or correction.
- 5. 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 SAMPLES even if Audio Ease has been advised of the possibility of such damages. In no event will Audio Ease,Äôs 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.

6. 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.

The USER confirms to have read this agreement before Installing. If you (the USER) do not agree to the terms of the agreement, press Disagree. If you have received a package, promptly return the package containing the SAMPLES and/or DOCUMENTATION with a copy of the original receipt to Audio Ease, who will then refund the purchase price as stated on the original receipt.