

End User License Agreement (EULA)

IMPORTANT: Please read this End User License Agreement ("Agreement") carefully before installing or using the Tonsturm Hahn & Klotzsch GbR Software, Plugins, and Instruments ("Software"). This is a non-exclusive, single-user License between Tonsturm Hahn & Klotzsch GbR ("Tonsturm") and you ("Licensee").

1. Acceptance of Terms

By installing or using the Software, you agree to be bound by the terms of this Agreement. The Software may include third-party software or components ("Third-Party Software"), which are also subject to the terms of this Agreement. If you do not accept these terms, do not install or use the Software.

2. License Grant and Restrictions

Tonsturm grants you a non-exclusive, non-transferable license to use the Software, including computer software, updates, bug fixes, media, printed materials, and electronic documentation, subject to the following restrictions:

- a. **Installation and Use:** You may install the Software on up to three computers for your internal business use or personal enjoyment. Redistribution or electronic transfer of the Software to another person's computer or operating it in a time-sharing or service-bureau operation is not allowed.
- b. **Title and Ownership:** The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws and treaties. Tonsturm or its suppliers retain title and ownership of the Software and all copies, as well as any rights not specifically granted in this Agreement.
- c. **Backup Copies:** You may make one backup copy of the Software for backup purposes only, provided you include all copyright notices contained on the original media on the backup copy.
- d. **Reverse Engineering and Copying Limitations:** You may not modify, translate, adapt, reverse engineer, create other works from, or disassemble the Software or any portions thereof, except as permitted by applicable law.
- e. **Technical Limitations:** The Software may include technological measures designed to prevent or detect unlicensed use. Circumventing these measures is prohibited, except as permitted by applicable law.
- f. **No Reconfiguration:** The Software is licensed for installation and use only in the manner provided to you, as configured by an automated installation program or as described in Tonsturm's documentation. You may not separate the components or reconfigure the Software to circumvent technical limitations or exceed the scope of your license.

3. License Transfer

You may resell or transfer the Software to a third party by paying a Transfer Fee, provided the third party agrees in writing to this Agreement and you cease all use of the Software, remove all installed copies, and transfer the original data storage to the third party (if not purchased via download). NFR (not for resale) copies, freeware products, free bonus products, and giveaway copies cannot be resold.

4. Updates and Privacy

The Software automatically connects to the internet to check for version updates and notifications. No personal information or computer data is collected during this process.

5. Excluded Products

Tonsturm and its suppliers provide NO warranty for free Software, including "demo," "limited release," "pre-release," "loan," "beta," or "test" versions. These products are provided "AS IS."

6. Limitation of Liability

Tonsturm and its suppliers shall not be liable for any claim, loss, or damage, including lost profits, loss of use, business interruption, lost data, or lost files, or for any indirect, special, incidental, or consequential damages arising out of or in connection with the use or inability to use the Software or documentation, even if advised of the possibility of such damages. In no event shall Tonsturm's total liability to you for all damages, losses, and causes of action exceed the amount paid by you for the Software.

7. Termination

To the extent permitted by law, and without prejudice to any other rights Tonsturm may have, Tonsturm may terminate your license if you materially breach these terms and conditions.

8. Third-Party Software and Information

This Agreement governs any Third-Party Software distributed by Tonsturm. Tonsturm may include information about third party products and services, including links to websites run by others. Tonsturm is not responsible for, and does not endorse or sponsor, this third-party information.

9. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the use of the Software and documentation and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of Tonsturm.

If you have any questions concerning this Agreement, please contact Tonsturm Hahn & Klotzsch GbR at Quettinghofstr.55, 50769 Cologne, <https://tonsturm.com>. All rights reserved. Tonsturm Hahn & Klotzsch GbR. Last updated on April 15, 2021.