

# HAL

## End-User License Agreement

This End-User License EULA (EULA) is a legal agreement between you (“**End-User**”) HAL, registered office at 38, rue Dunois 75647 PARIS CEDEX 13, and allows you to use the “**Product**” (defined below) subject to the following provisions.

You agree to be bound by the terms of this EULA through (i) your download, installation, or use of the product or (ii) your express agreement to this EULA;

### A - Grant of Licence

HAL grants to the End-User, subject to the following terms and conditions, the non-exclusive non-transferable right to use through its Authorized Users (defined below) each authorized copy of the Product (the “**Usage Right**”). This Usage Right includes the right to use any of the sounds and samples in the Product for commercial recordings without paying any additional license fees or providing source attribution to HAL.

The End-User may permit its Authorized Users to exercise the Usage Rights on its behalf, provided the End-User remains responsible for ensuring that such Authorized Users comply with this EULA and any breach of this EULA by such Authorized Users.

The End-User is not entitled to sublicense (nor rent, lease, distribute, copy, reproduce, display, modify or timeshare) to any third party any or all of the rights granted to it by HAL under this EULA.

As a consequence, this EULA expressly forbids resale or other distribution of the sounds and software included in the Product or their derivatives, either as they exist on disc, reformatted for use in another digital sampler, or mixed, combined, filtered, resynthesized or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, wavetables, programs or patches in a sampler, microchip or any hardware or software sample playback device.

The End-User is not authorized to sell all or part of the Product content or give it away for use by others in their sampling or sample playback devices.

Ownership of, and title to, the Product remain held by HAL and nothing in this EULA transfers ownership in any intellectual property rights to the End-User.

HAL reserves all rights not expressly granted herein.

### B - License Activation

In order to use the Product, you must :

- have an iLok account and install the free iLok License Manager, available at [ilok.com/](https://www.ilok.com/)
- register the Product's serial number on iLok License Manager

The EULA allows 1 activation, either on iLok dongle or iLok Cloud. Activation can be moved between devices at any time through the iLok License Manager.

It is impossible to use HAL Products if they are not registered and\_authorized.

### **C - Fees**

Fees for your use of the Product are set out in your purchase terms. To the extent permitted by law, orders for the products are not cancellable.

To the extent permitted by law, orders are not refundable. Once downloaded, the Product cannot be returned.

### **D - Protection of Product**

You agree to take all reasonable steps to protect the Product and any accompanying documentation from unauthorized copying or use other than by your Authorized Users. You agree not to modify the Product to circumvent any method or means adopted or implemented by HAL to protect against or discourage the unlicensed use or copying of the Product.

### **E - Term and Termination**

This EULA is effective from the date you activate the license as indicated above, and will remain in full force until termination.

This EULA will terminate if you break any of the terms or conditions of this EULA. Upon termination of this EULA, you must stop using the Product and return to HAL all copies of the Product and accompanying documentation and destroy any other copies made. In case of termination, HAL retains the right to deactivate the Product without any further notice.

### **F - NFR Serials and Free Products**

Products serial numbers labeled as "NFR" (Not For Resale) shall only be used for demonstration, testing and evaluation purposes. NFR Products and Free Products may not be used for commercial purposes, and may not be resold or transferred.

A trial version of the Product shall be available for testing and evaluation purposes during a 15 day trial period commencing on the date of the license activation.

### **G - No Support Obligation**

HAL will make its reasonable effort to support you in the event of technical difficulty with the Product. However, HAL is not obligated to furnish or make available to you any additional information, software, technical information, know-how, or support.

## H - Limited warranty and disclaimer

HAL warrants that, from the date of the license activation and for the statutory limitation period for claims, when used with the recommended hardware configuration, the Product will perform substantially in conformance with the documentation supplied with the Product.

HAL disclaim all other warranties and representations, whether express or implied, or otherwise, to the extent permitted by law. In particular, HAL does not guarantee that the product meets all requirements of the End-User.

HAL's liability under this EULA is expressly limited to the amount paid by the End-User for the Product and in no event HAL shall be liable for indirect or consequential damages, loss or corruption of data or loss of revenues.

## I - Specifications and System Requirements

All technical specifications of HAL Products provided are intended to be estimates or approximations. Due to numerous variables no guarantees of compatibility or performance can be made.

The End-User is solely responsible for, prior to purchase, ensuring that End-User's devices are compatible and meet the system requirements for the Products, and that the applicable Products meet the End-User's requirements.

## J - Miscellaneous

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, terms of purchase of the End-User or understandings, whether oral or written. The End-User agrees that any varying or additional terms contained in any other written notification or document issued in relation to the Product licensed hereunder shall be of no effect.

If any provision of this EULA is held to be illegal, invalid or unenforceable, the remaining provisions of this EULA will remain in full force and effect

This EULA shall be governed exclusively by the laws of France. Any dispute in relation to this EULA shall be submitted to the exclusive jurisdiction of the Paris commercial court.

## K - Definitions

**"Authorized Users"** means the individuals (including contractors or employees) permitted to access any use the Product on behalf of Authorized the End-User.

**"Product(s)"** means one or several HAL Products, registered on the website [www.hal-audio.com](http://www.hal-audio.com). A HAL Product can be an audio plug-in or software, and its subsequent upgrades.