

PROJECTSAM SYMPHOBIA PRODUCT LICENSE AGREEMENT

By installing the SYMPHOBIA LIBRARY CONTENT you accept the following product license agreement:

1a. LICENSE GRANT: COMMERCIAL LICENSE

This paragraph applies to users who purchased a commercial license for this product.

The license to use this product is granted to a single user only. All sounds and samples in this product are licensed, not sold, to you by ProjectSAM, for COMMERCIAL USE in music production, public performance, broadcast or similar use. ProjectSAM allows you to use any of the sounds and samples in commercial recordings without paying any additional license fees. One commercial license allows you to install and activate this product on a MAXIMUM OF 2 (TWO) computer systems or samplers, as long as you are the sole user of these systems or samplers.

1b. LICENSE GRANT: EDUCATIONAL LICENSE

This paragraph applies to users who purchased an educational license for this product.

The license to use this product is granted to a single user only. All sounds and samples in this product are licensed, not sold, to you by ProjectSAM, for use in NON-COMMERCIAL PRODUCTIONS ONLY, including student projects and teaching purposes. ProjectSAM allows you to use any of the sounds and samples in non-commercial projects without paying any additional license fees. An educational license allows you to install and activate this product on a MAXIMUM OF 2 (TWO) computer systems or samplers, as long as you are the sole user of these systems or samplers.

Above licenses expressly forbid resale or any other distribution method of this product, its sounds or their derivatives, through any means, including but not limited to: mixed, filtered, combined, (re)synthesized or otherwise edited form, through samples, multisamples, wavetables, soundsets, programs or patches in a sampler, game console or any other sample playback device.

2. RIGHTS

ProjectSAM always keeps ownership and copyright of the digitally recorded sounds and programs included in this product.

3. RESPONSIBILITY

Using this product and any supplied software is at the licensee's own risk. ProjectSAM holds no responsibility for any direct or indirect loss arising from the use of this product in whatever form.

4. TERMS & TERMINATION

This license agreement is effective from the moment the Symphobia box is opened. The license will remain in full effect until termination. The license is terminated if you break any of the terms or conditions of this agreement. Upon termination you agree to return to ProjectSAM all copies and contents of this product at your own cost. Upon first request of ProjectSAM you shall send all relevant documentation evidencing that you have done your utmost to prevent illegitimate making available to the public and duplication of the Serial and/or Product. For instance, if the product that you have installed has been stolen (or your computer containing our Sample Libraries), you shall have to file a police report and send us such evidence as soon as possible, this to protect you and ProjectSAM against any unauthorized copies that could be based upon your Serial or Product.

5. LICENSE TRANSFER

Product licenses can only be transferred legally from the original user to another user by directly contacting ProjectSAM. To process the license transfer ProjectSAM requires the licensee information of both the original user and the new user.

6. VIOLATION

ProjectSAM constantly monitors the use its products and will prosecute all piracy and copyright violations to the fullest extent of the law. Please respect these terms so that we can use our time developing new sounds for you in the near future!