BADSOUND END USER LICENSE AGREEMENT (EULA)

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This End User License Agreement ("Agreement") is between you ("Licensee") and badsound e.U. ("badsound" or "Licensor"). It governs the badsound sound libraries and badsound software licensed to you under this Agreement, whether licensed together or separately.

This version applies when agreed as part of acquiring the product. It does not automatically replace terms agreed for an earlier purchase. If you do not agree to these terms, do not use the Content or Software.

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1. DEFINITIONS

"Content" means the sound recordings, audio files, sound effects, source recordings and related documentation in the badsound library you have lawfully licensed. It does not include other badsound libraries you have not licensed.

"Software" means a badsound tool, including its code and embedded data. "Library Software" means Software supplied to support a specific badsound library, such as Glitter Tool. "Standalone Software" means Software licensed for use with audio of your choosing, such as Shepard Tool, whether or not it is supplied together with Content. "Rendered Sounds" means audio created with the Software wholly or partly from the Content. "Your Audio" means audio you supply to the Software that is not Content and that you are entitled to process. "Your Renders" means audio created with the Software solely from Your Audio.

"Production" means a creative work such as a film, game, music production, podcast, advertisement, application, broadcast, live performance or multimedia installation.

"Consumer" means a Licensee protected as a consumer under applicable law, including Section 1 of the Austrian Consumer Protection Act (KSchG). "Business Licensee" means a Licensee acting in business who is not a Consumer for the relevant transaction.

Sections 2 to 5, 7 and 11 apply equally to edited or processed versions of the Content, including Rendered Sounds. They do not apply to Your Renders. Your own creative contributions and Your Renders are addressed in Section 8.

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2. LICENSE GRANT

badsound grants you a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use the Content in commercial and non-commercial Productions, subject to this Agreement, including Section 11.

You may edit, layer, process and combine the Content, including by creating Rendered Sounds, and reproduce, distribute, publicly perform and broadcast Productions

containing it in any media format. No additional royalties are payable to badsound for these uses.

You may audition, organise and prepare sounds for your own use before assigning them to a Production, including in private presets and sound collections. Distribution is limited by Sections 3, 4 and 7. The Content and Software are licensed, not sold.

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3. PERMITTED PRODUCTIONS

Permitted Productions include film, television, video games, mobile applications, music, podcasts, advertising, online video, VR/AR experiences, broadcasts, live performances and installations, subject to Section 4.

Game and application sound assets may be delivered as separate files within a build or from servers used to run the Production, provided they are not offered or marketed as reusable sounds in their own right. Technical extractability alone does not make an otherwise permitted Production prohibited. Games, including slot and casino games, remain Productions when run on arcade or other dedicated gaming hardware.

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4. RESTRICTIONS

Except as expressly permitted by this Agreement, you may not:

- Sell, sublicense, share, lend or distribute the Content as standalone or isolated audio, whether original, edited or rendered.
- Include the Content in a sound library, sample collection, sound pack or preset collection made available to others as reusable audio assets.
- Make the Content publicly available through file-sharing services, public servers or similar means, apart from delivery within a permitted Production under Section 3.
- Use the Content in a product offered to others whose main purpose is to supply, play or trigger the sounds themselves, such as a soundboard, sound-button app, sampler, sound module, electronic instrument, sound toy, or ringtone or notification pack. This includes generators and audio databases that supply reusable sounds.

The private preparation, storage and project-sharing permissions in Sections 2 and 7 remain available. Using the Software to create Rendered Sounds or Your Renders is permitted. These permissions do not authorise distribution of a replacement or competing sound library. The restrictions in this Section concern the Content in whatever form; they do not restrict Your Renders. Restricted uses require badsound's written permission.

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5. ARTIFICIAL INTELLIGENCE AND DATA MINING

You may not use the Content to train or fine-tune AI or machine-learning models, create datasets for them, or evaluate, benchmark, develop or improve such models for AI

development purposes. This includes text and data mining for those purposes, whether commercial or non-commercial.

You may not supply the Content as reference, input or conditioning audio to generative AI systems that create new sounds or music, even if the system does not train on that input.

You may use ordinary audio tools, including machine-learning tools, for noise reduction, restoration, stem separation, mixing, mastering, and private cataloguing, searching or tagging. Testing and comparing these permitted tools in your own workflow is allowed. You must not authorise a provider to use the Content for model training or improvement. The supplied Software's analysis and rendering functions are permitted.

Except for the uses expressly permitted here, badsound reserves its rights to text and data mining under Article 4(3) of Directive (EU) 2019/790 and Section 42h(6) UrhG. Rights that cannot be excluded by contract, including qualifying research uses under Section 42h(1) to (5) UrhG, remain unaffected.

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6. SOFTWARE

badsound grants you a perpetual, non-exclusive, non-transferable license to use the Software you have licensed, on the computers permitted by Section 7, subject to this Agreement. Library Software may be used with the licensed library it is supplied to support. Standalone Software may be used with any audio you are entitled to process, including Your Audio and any Content you have licensed, and may be licensed on its own without Content.

You may not sell, rent, publish, sublicense or distribute the Software or a modified version, except for internal access by separately licensed users under Section 7. You may not use Library Software with other audio unless badsound authorises that use in writing; this limitation does not apply to Standalone Software.

You may not extract or reuse its code or embedded parameter values, analysis data or sound indexes in other software, sound tools or datasets, or remove or circumvent the technical checks, copyright notices or license notices in the Software itself.

These restrictions do not limit rights that cannot be excluded by contract, including necessary backup copies, permitted observation, study and testing, necessary adaptations and qualifying interoperability work under Sections 40d and 40e UrhG.

The Software requires the compatible computer and browser stated in the product description at purchase. Where Standalone Software is supplied together with Content, that Content is licensed under Sections 2 to 5 and the Software under this Section. Optional new features and upgrades are not promised. Any legal obligation to supply updates necessary to maintain conformity remains unaffected.

7. USERS AND PROJECT SHARING

Each license covers one individual user. A business may acquire licenses for its users. Each person accessing the original library or operating the Software needs their own license to the relevant product, except for the project-specific access below. Internal shared storage may be used by those licensed users.

The licensed user may install and use the original library and Software on up to two computers or workstations used by that user. Secure backup copies, including private cloud backups, do not count as additional installations. Storage or processing services may be used only with access restricted to the permitted purpose and without authorising independent reuse of the Content or Software.

You may give collaborators, contractors, clients and publishers the audio actually selected or prepared for a specific Production, including selected unmodified sounds, edited sounds, Rendered Sounds, stems, mixes, session files and builds. They may edit, implement, maintain and distribute that audio solely for that Production without buying an additional license for those activities. This does not permit sharing the unused library, the Software, or sounds for other projects or reusable collections.

Before sharing project audio, make sure recipients are told these limits. Take reasonable steps to prevent unauthorised access or reuse.

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8. COPYRIGHT AND RENDERED AUDIO

badsound retains its rights in the Content and Software. No ownership of them is transferred. You retain any rights in your own creative contributions to Productions, Rendered Sounds and other processed audio. badsound claims no ownership of those contributions; its rights in the underlying Content and the restrictions in this Agreement continue to apply. Your Renders are yours: badsound claims no rights in Your Renders and places no restriction on their use or distribution, including their release in a sound library, sample collection or sound pack. Processing Your Audio with the Software transfers no rights in Your Audio to badsound. You are responsible for holding the rights needed to process Your Audio and to use what you make from it.

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9. ATTRIBUTION

Credit to badsound is appreciated but is not required. The Software writes metadata naming the Software and, where applicable, the source library into the files it creates. That metadata does not give badsound ownership of your creative contributions or Your Renders, and you may edit or remove it from files you are entitled to distribute.

10. WARRANTY AND LIABILITY

The Content and Software must conform to the agreed product description and applicable legal requirements. Statutory warranty rights and rights to required updates remain unaffected. No additional guarantee of suitability for an unagreed purpose or compatibility with every computer or browser is given.

For Consumers, statutory liability rules apply.

For Business Licensees, liability for slight negligence is excluded, except for personal injury, breach of essential contractual duties (including supplying the agreed product and granting the promised usage rights), or liability that cannot lawfully be excluded, including mandatory product liability. Liability for intent or gross negligence remains unaffected. This paragraph also applies to conduct of persons for whom badsound is legally responsible.

11. TERMINATION

badsound may terminate the licenses for the affected product for a material breach of this Agreement. For a breach that can be remedied, badsound must first give written notice, including by email, and at least 30 days to remedy it. Immediate termination is available for a material breach that cannot reasonably be remedied, such as deliberate unauthorised distribution of the library or Software.

On termination, stop new use and delete the affected Content and Software, except for copies permitted below or required by law. Your Renders are not affected by termination.

Productions lawfully completed and released, or completed and delivered to a client, before termination may continue to be distributed, performed, maintained and ported. The Content already used in them and project copies reasonably needed for those purposes may be retained and used only for those purposes. This does not permit using the Content in new Productions.

12. GOVERNING LAW AND JURISDICTION

Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). Consumers retain the protection of mandatory rules of their country of habitual residence that apply despite this choice of law.

For Business Licensees, the competent courts at badsound's registered seat in Austria have exclusive jurisdiction; badsound may also bring proceedings in the courts at the Business Licensee's seat. For Consumers, statutory jurisdiction rules apply; this

Agreement does not restrict their available consumer courts or require them to defend proceedings in a court that applicable consumer law does not permit.

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13. CONTACT

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