

Accurate Sound Headphone Filters License Agreement

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End-User License Agreement

End-User License Agreement

This End-User License Agreement (referred to as the "EULA") is a legally binding agreement between you, the Licensee, an individual customer or entity, and the Accurate Sound Reproduction Services, the company, and the author of Headphone Filtersets, the Finite Impulse Response (FIR) filters, which may include associated media, printed materials, and online or electronic documentation. This Agreement is a legally binding contract that includes terms that limit your legal rights and Licensors' liability to you and shall govern all access to and use of the Licensors' FIR filters. You hereby agree, without limitation or alteration, to all the terms and conditions contained herein.

By installing, copying, or otherwise using the Licensed Product (FIR filters), the Licensee agrees to be bound by the terms and conditions outlined in this EULA. However, if the Licensee does not agree to the terms and conditions outlined in this EULA, the said Licensee may not download, install, or use the FIR filters.

Definitions

"EULA" shall refer to this End-User-License-Agreement, including any amendment to this Agreement.

"Licensee" shall refer to the individual or entity that downloads and uses the FIR filters.

"Licensor" shall refer to the company or author, Accurate Sound Reproduction Services, located at British Columbia (BC), Canada.

"FIR filters/Licensed product" shall mean Finite Impulse Response filters, the Licensed Product provided pursuant to this EULA.

Grant of License

Subject to the terms of this EULA, the Accurate Sound Reproduction Services hereby grants to the Licensee, a royalty-free, revocable, limited, non-exclusive license during the term of this EULA to possess and to use a copy of the FIR filters. The FIR filters are being distributed by Accurate Sound Reproduction Services. Licensee is not allowed to make a charge for distributing the FIR filters, either for profit or merely to recover media and distribution costs.

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You hereby unconditionally agree that all right, title and interest in the copyrights and other intellectual property rights in the Licensed Product reside with the Licensors. The trademarks, logos, designs, and service marks appearing on the Licensed Product are registered and unregistered marks of Licensor. Accordingly, nothing in this EULA or the Licensed Product grants you any right to use any form of intellectual property contained in the Licensed Product.

Therefore, all rights, titles, interests, and copyrights in and/or to the FIR filters, including but not limited to all images, graphics, animations, audio, video, music, text, data, code, algorithm, and information, are owned by the Licensor. Accordingly, the FIR filters are protected by all applicable copyright laws and international treaties, and the Licensee is expected to use the FIR filters concerning all intellectual property contained therein, except as otherwise provided for in this EULA.

Description of Rights and Limitations

Installation and Use: Licensee may install and use the FIR filters on a shared computer or concurrently on different computers, and make multiple back-up copies of the FIR filters, solely for Licensee's use within

Licensee's business or personal use.

Reproduction and Distribution: Licensee may not duplicate or re-distribute copies of the FIR filters, without the Licensors express written permission.

Licensee Limitation: The Licensee may not:

1. Use the Licensed Product for any purpose other than personal and non-commercial purposes;
2. Use the Licensed Product for any illegal or unlawful purpose;
3. Gather factual content or any other portion of the Licensed product by any automated means, including but not limited to database scraping or screen scraping; or
4. Reverse engineer, decompile, or disassemble the FIR filters, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.
5. Publish or reproduce in anyway the FIR filters frequency response in any publication or web site or any other electronic format.

Support

Accurate Sound Reproduction Services has no obligation for FIR filters support, or to continue providing or updating any of the FIR filters.

General Provisions

Termination

In the event of termination, all licenses provided under this EULA shall immediately terminate, and you agree to discontinue accessing or attempting to access this Licensed product.

Accordingly, this EULA may be:

1. Automatically terminated if the Licensee fails to comply with any of the terms and conditions under this EULA;
2. Terminated by Accurate Sound Reproduction Services; or
3. Terminated by the Licensee.

Either Accurate Sound Reproduction Services or the Licensee may terminate this EULA immediately upon written notice to the other party, including but not limited to electronic mail.

Non-Transferability

The Licensee has the option to permanently transfer all rights under this Agreement, provided the recipient agrees to the terms of this EULA. Accordingly, this EULA is not assignable or transferable by the Licensee without the prior written consent of Accurate Sound Reproduction Services; and any attempt to do so shall be void.

Notice

Any notice, report, approval or consent required under this EULA shall be in writing and deemed to have been duly given if delivered by recorded delivery to the respective addresses of the parties.

Integration

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgment of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

Severability

No delay or failure to exercise, on the part of either party, any privilege, power or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA.

Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this EULA.

Warranty and Disclaimer

Accurate Sound Reproduction Services, and author of the FIR filters, expressly disclaim any warranty for the FIR filters. The Licensed Product and all applicable documentation is provided as-is, without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Accordingly, the Licensee accepts any risk arising out of the use or performance of the FIR filters.

Limited Liability

The Licensee agrees that the Accurate Sound Reproduction Services shall not be liable to Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Accurate Sound Reproduction Services has been advised of the possibility of such damages. These limitations shall necessarily apply regardless of the primary purpose of any limited remedy. Under no circumstances shall Accurate Sound Reproduction Services aggregate liability to the Licensee, or any other person or entity claiming through the Licensee, exceed the actual monetary amount paid by the Licensee to Accurate Sound Reproduction Services for the FIR filters.

Indemnification

You hereby agree to indemnify and hold Accurate Sound Reproduction Services harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against Accurate Sound Reproduction Services, arising from any of your acts, including without limitation, violating this EULA or any other agreement or any applicable law.

Entire Agreement

This Agreement rightly constitutes the entire understanding between the Accurate Sound Reproduction Services and the Licensee and all parties involved. It supersedes all prior agreements of the parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

Governing Law and Jurisdiction

This EULA shall be deemed to be construed under the jurisdiction of the courts located in BC, Canada, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this EULA shall be brought exclusively in the courts of BC, Canada, and all parties consent to the jurisdiction thereof. Furthermore, the prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this EULA is made within the exclusive jurisdiction of the BC, Canada, and its jurisdiction shall supersede any other jurisdiction of either party's election.