Audio Modeling Srl
Via B. Luini, 65 – 20821 – Meda (MB) – Italy
www.audiomodeling.com
info@audiomodeling.com

End User License Agreement (EULA) for Audio Modeling® products

September 16th, 2025

I. GENERAL

The following information represents the contractual conditions for the use of software, manufactured by Audio Modeling, by you, the final user (hereinafter called the Licensee).
By downloading the software on your computer, you declare yourself in agreement with the contractual conditions, so please read the following text carefully.

If you don't agree with these conditions, you must not purchase the software.

1. Versioning

Audio Modeling adopts a three-digit versioning convention, where numbers are separated by dots (for example: 1.3.6).

First digit (Major version): Indicates a major release. It typically includes significant changes, new features, or architectural updates that may not be backward compatible.

Second digit (Minor version): Represents a minor release. It usually introduces enhancements, improvements, or new functionalities while maintaining compatibility with the major version.

Third digit (Bug-fix version): Refers to a maintenance or patch release. It is used for bug fixes, performance improvements, or other small adjustments that do not alter functionality.

2. Updates / Upgrades

For the purposes of this Agreement, the following definitions apply:

"Updates" are defined as bug-fix releases or functional improvements that do not introduce significant changes to the usability or to the sound engine of the Product. Updates correspond to changes in the second or third digit (or both) of the version number, without a change in the first digit.

"Upgrades" are defined as releases that introduce significant new features, enhancements, or architectural changes. Upgrades correspond to a change in the first digit of the version number (major version).

Any Licensee holding a valid license for an Audio Modeling Product is entitled to receive Updates and Upgrades for such Product. Updates are provided free of charge. Upgrades are generally subject to an additional fee.

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3. NFR (Not For Resale) products

Notwithstanding other sections of this License Agreement, any products by Audio Modeling, labelled or otherwise provided to you as a NFR (Not For Resale) copy, may not be resold or transferred.

1. Return policy

We offer a return and refund policy that includes two key components: the 14-day Right of Withdrawal and a 90-day support period for technical or compatibility issues.

1. 14-Day Right of Withdrawal (Applies to All Customers)
In line with European regulations, Audio Modeling offers a 14-day Right of Withdrawal to all customers, regardless of location. This means that within 14 days of your purchase, you can request a full refund without providing any reason. To initiate the refund process, simply contact our customer support team, and we will handle your request promptly.

This policy applies to all customers who have purchased our desktop software, either directly from audiomodeling.com or from authorized resellers.

2. Refund Policy After Support (up to 90 days)
Beyond the 14-day withdrawal period, we also offer a 90-day refund policy under specific conditions. If you encounter technical issues or incompatibility between our software and your system, we encourage you to contact our support team. Our experts will assist you in troubleshooting and optimizing your experience with the product.

If, after receiving our support, the issues persist and are confirmed to be related to malfunctions or incompatibilities, you may request a refund within 90 days of your purchase.

3. Exceptions for iOS Applications
Please note that the refund and return policies outlined here apply only to the desktop versions of our products purchased either directly from audiomodeling.com or through authorized resellers.

For iOS applications, refunds are handled directly by Apple through the App Store, and the process is subject to Apple's refund policy and procedures, which may vary depending on your country of purchase. You can find more information on Apple's refund process here.

For refund requests or assistance, please contact our customer support team at support@audiomodeling.com .

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II. AUDIO MODELING SOFTWARE LICENSING AGREEMENT

1. Object of the Contract

The object of the contract consists of the computer programs available as downloadable files, as well as the relevant usage instructions and program descriptions. These are described hereinafter as "**Licensed software**".

2. Registration / Activation

It is required that you register the Licensed software in order to to use the Licensed software on your computer. The license key of your product is embedded in the activation information that is passed from your music computer to the Audio Modeling licensing server. Registration means that the owner's name, address and email address are stored together with the license key in our registration database. Audio Modeling does not pass these data to third parties. No further personal data are required for the registration/activation of the software.

Without activation, it is not possible to use Audio Modeling products.

The Audio Modeling activation process uses information about essential system components of the user's audio computer, along with purchaser credentials, to generate the activation code. The latter works only on the computer where the activation procedure has been carried out.

In case you want to use your Audio Modeling product on a different computer, or in case of certain changes on your present computer a new activation might become necessary.

You agree that Audio Modeling may use this information, observing the Data Protection Laws, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you and unless you object to such using in writing.

3. Scope of use

Audio Modeling grants the Licensee the non-exclusive right to use the Licensed software on one or more computers belonging to the same person, depending on the specific product. The number of available activations is shown in the user area of the Customer Portal, at https://my.audiomodeling.com .

The proper use of the licensed software according to the terms of this agreement is condition for Licensee's right to use it.

4. Exclusivity of Licensed software

The Licensee is allowed to use the licensed Audio Modeling software, all copies thereof, and all pertinent documentation exclusively for his own purposes, and may not make it available to others.

He must ensure that no third party or any of his own employees, unless authorized, will have access to the licensed software, may copy part or all of the licensed software, or be given any opportunity to do so. The Licensee bears legal liability towards Audio Modeling for any loss or damage - including any subsequent losses incurred by Audio Modeling - resulting from the Licensee not keeping the programs for exclusive use, or not doing so with sufficient care.

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5. License transfer

The License transfer is subject to the sole discretion of Audio Modeling customer service (support@audiomodeling.com) that evaluates the transfer request and its motivations.
In any case, the transfer is NOT allowed for NFR licenses and for any product that has not been activated online.

6. Guarantee and legal liability

Audio Modeling and the Licensee are aware that functional defects in the licensed software cannot be totally ruled out, despite the present state of technical knowledge, even if the very greatest care is taken. The unrestricted functionality of the licensed software and/or the rectification of all faults therefore cannot be totally guaranteed.

Audio Modeling´s legal liability for programming errors in the Licensed Software, including later updates provided for under this contract, is therefore restricted to any case of Audio Modeling acting with intent or gross negligence.

Audio Modeling ensures the Licensee that, at the point in time when the contract is concluded, the licensed software will prove to be free of all material and technical defects under normal operating conditions.

For any warranty-related claims, it is a pre-condition that the Licensed Software has been used appropriately, in the configuration provided for, and under appropriate operating conditions. Audio Modeling does not guarantee uninterrupted and faultless operation.

All warranty claims on behalf of Licensee become invalid if he modifies the Licensed Software or Hardware in any way whatsoever, regardless of the extent of such modifications. The translation of the Licensed Software into any other program language is also regarded as a modification.

In the event of a defect in the Licensed Software, for which Audio Modeling can be held reasonably responsible, the following shall apply:
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Even during the warranty period, Licensee is not permitted to make claims against Audio Modeling for any changes or modifications to the Licensed Software resulting from reasonable product development and updates (for example, if an update to the software requires more memory capacity or CPU power).

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7. Concluding stipulations

This contract shall be exclusively subject to the laws of the state of Italy.

If any stipulation of this License contract should be or become invalid, either completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulation with a valid regulation which comes as close as possible to the purpose originally intended.

III. AUDIO MODELING SOUND LICENSE AGREEMENT

Please read the following sound license agreement carefully. When installing the sound library on your computer system, you are legally bound to the following license agreement terms.

Audio Modeling Sound License Agreement.

This license agreement is an agreement between you and Audio Modeling. It governs your use of the sound library / sound libraries incorporated in the downloaded product or on a CD / DVD supplied to you. By downloading, installing or otherwise using the samples, ensembles, instruments, presets or any other included content, you agree to be legally bound by the terms of this license agreement.

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