

Performance Samples LLC – End-User License Agreement

Last updated on April 5, 2017.

1. Agreement and Acceptance. This agreement (the “Agreement”) is between Performance Samples LLC (“Performance Samples”) and you. This Agreement is applicable for any use, downloading, or purchase of any sound recording and software sample libraries (individually, and collectively, the “Samples”) made from Performance Samples. Please read this Agreement carefully before using or purchasing any Samples. **By using, downloading, or purchasing any Samples, you are agreeing to be bound by this Agreement.** If you do not wish to be bound by this Agreement, do not use, download, or purchase any Samples.

2. Samples License. Performance Samples grants you the limited, personal, non-exclusive, non-transferrable, terminable, royalty free, worldwide right to use the Samples for commercial or non-commercial use, solely in a derivative work you create where you combine the Samples with other sounds within a musical composition. This license expressly prohibits the resale, other distribution, or use of the Samples or their derivatives in isolation, in any way or manner, except in accordance with a permitted use contained in this Agreement. For clarity, this license is only for you, the original user or purchaser, and you cannot sell, give away, rent, lease, sublicense, distribute, transfer, copy, reproduce, display, perform, modify, decompile, share, or otherwise use the Samples for use by others in any musical library or sample library product. Performance Samples owns and remains owner of the Samples (including any copies). All rights that Performance Samples does not expressly grant in this Agreement are reserved.

3. Term and Termination. This Agreement shall begin from the earlier of the date you use, download, or purchase the Samples, and will remain in effect until termination. This Agreement will terminate if you breach any term of this Agreement in any way whatsoever. If Performance Samples sends you written notice that it believes you have breached any term this Agreement, in addition to the Agreement being terminated, you must immediately destroy and cease all use of the Samples.

4. Refund Policy. You agree and acknowledge that all payments you make for the Samples are nonrefundable and that no refunds shall be granted in the case of a termination of this Agreement.

5. Disclaimers and Limitation of Liability. **You agree and acknowledge that use of the Samples are at your sole risk, the Samples are provided to you on an “AS-IS” basis, and the Samples may include elements which diverge from propriety (e.g. rough tuning, sample imperfection, lack of noise reduction, and other various quirks in the sound). Performance Samples is not obligated to provide you with any support in connection with the Samples. If Performance Samples is ever found liable for any reason in connection with this Agreement, you understand and agree that the aggregate liability for all claims shall not be more than the amount you paid for the Samples.**

6. Indemnification. You agree to at all times indemnify and hold harmless Performance Samples from and against any damage or loss (including reasonable attorneys’ fees, court costs, and expert fees), rising out of any breach of this Agreement.

7. General. This Agreement contains the entire understanding between you and Performance Samples in relation to the Samples. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions. The Federal and state courts located in the State of California, County of San Francisco, shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. In the event of a dispute, the prevailing party shall be entitled to the reasonable cost of attorneys’ fees in connection therewith. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.