

d&b R1 Software

End-User License Agreement (EULA)

1.2 en

This is a legal Agreement between the end user (“**you**”) and d&b audiotechnik GmbH & Co. KG, Eugen-Adolff-Str. 134, D-71522 Backnang, Germany (“**d&b audiotechnik**”).

1. d&b audiotechnik grants you a non-exclusive, non-sublicensable, non-transferable right to use the software for your own purposes subject to the terms and conditions of this agreement. The software is owned by d&b audiotechnik. You must treat the software like any other copyrighted material. You may NOT copy the documentation accompanying the software.
2. Subject to Section 5 and the mandatory limitations according to applicable copyright law, you may NOT...
 - i. reverse engineer, disassemble, decompile or otherwise reduce the software to a human perceivable version, nor shall you permit others to do so, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation,
 - ii. modify, adapt, rent, lease, resell, distribute, network or create derivative works based upon the software or any part thereof,
 - iii. transfer the software and accompanying documentation on a permanent basis without the recipient agreeing to the terms of this Agreement.
3. This Agreement is effective until terminated. This Agreement is immediately terminated if you violate the terms and conditions hereof. You agree upon such termination to destroy the Software together with all copies.
4. Limitations of Liability:
 - a. d&b audiotechnik shall bear liability for material defects and defects in title in the software and its content and information (warranty for defects) only if d&b audiotechnik has fraudulently concealed a defect and/or has assumed a guarantee.
 - b. Outside of the warranty for defects, d&b audiotechnik shall be liable only in cases of intent and gross negligence, pursuant to the provisions of the Product Liability Act (Produkthaftungsgesetz) and in all other cases subject to statutory mandatory liability, in each case according to the statutory provisions.
 - c. Otherwise, d&b audiotechnik’s liability is hereby excluded.
 - d. Where d&b audiotechnik’s liability is restricted or excluded according to the provisions above, this shall also apply to the personal liability of the statutory representatives, employees and vicarious agents of d&b audiotechnik, as well as for indirect damages and consequential damages (e.g. loss of data, damage to your hardware or software, disruption of operations, stoppages in production, loss of profit).
 - e. You bear sole responsibility for accuracy of the data and information entered for use of the software, including interpretation of the results delivered by the software.

5. You acknowledge that this software contains open source software, which is subject to its own license terms, which you can find in the respective manual under <https://www.dbaudio.com/global/en/products/software/r1/#tab-downloads>.

The contained open source software and the underlying license texts can also be found in the manual provided with the software.

d&b audiotechnik hereby permits modifications of the software for your own use and reverse engineering for debugging such modifications.

In case, the open source software license terms provide for a right to obtain the complete corresponding machine-readable source code of the respective used open source software or the complete machine-readable object code of the other parts of this software, the following applies: You may obtain the aforementioned material on hard copy for a charge of no more than the cost of performing the distribution. This offer is valid for three years from conclusion of this contract. If you want to obtain the aforementioned materials, send an email to software.support@dbaudio.com.

6. This Agreement shall be governed by the laws of Germany.

If you have any questions concerning this Agreement, please contact the d&b audiotechnik software support (software.support@dbaudio.com).