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## **A. End User License Agreement of Native Instruments GmbH – June 2015**

### **I. GENERAL**

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Licensee") and Native Instruments GmbH, Schlesische Str. 29-30, 10997 Berlin, Germany ("Native Instruments") for the use of software including related media, documentation (for example program descriptions, manuals) and other documents and materials manufactured by Native Instruments ("Product(s)").

By installing and by registering the software on your computer, you declare yourself in agreement with these conditions. If you do not agree with these conditions, you must not install the software.

In this event, please return the complete Product (including all written matter, packaging and similar material) to the dealer from whom it was originally bought within 14 (fourteen) days after the day of purchase. For purchases from the Native Instruments Online Shop, please return the complete Product (including all written matter, packaging and similar material) either to NATIVE INSTRUMENTS GmbH, Schlesische Str. 29-30, 10997 Berlin, Germany, or to Native Instruments UK Ltd, 18 Phipp Street, London, EC2A 4NU, UK, or to Native Instruments North America, Inc., 6725 Sunset Blvd., 5th Floor, Los Angeles, CA 90028, USA, or to Native Instruments Japan K.K., YO Bldg 3F, Jingumae 6-7-15, Shibuya-ku, Tokyo, 150-0001, Japan. The price you paid will be refunded in full.

### **II. Registration / Activation**

1. It is required that you register the Licensed Software in order to receive an activation key that enables you to use the Licensed Software on your computer. It is not possible to use Native Instruments Products that are not activated.

2. For the registration, you need to enter your name, email address and postal address. These data are stored together with the Native Instruments serial number in our registration database. Native Instruments uses a secure SSL connection with 128-bit-encryption that meets current security standards to transmit your data over the web. For further information about Native Instruments handling of personal data please see: <http://www.native-instruments.com/en/company/legal-information/privacy-policy/>

3. The Native Instruments Service Center Software guides you through the activation process. The Service Center is installed automatically when you install / download your Native Instruments software.

4. The Native Instruments activation uses information about essential system components of your computer, and encodes this information in a "Activation Request File". This information does not include any personal data. The "Activation Request File" is used to create an activation key, which works only on the computer where the "Activation Request File" has been generated.

5. Should Native Instruments, for whatever reasons, no longer be able to fulfill its obligations to deliver the activation key, it will provide Licensee with a key which ensures the continued use of the licensed software independent of changes to the computer.

6. If you want to use your Native Instruments Product on a different device, or if you make extensive changes to your device, you may need to re-activate your Native Instruments Product.
7. If you purchased a third-party product bundled with a Native Instruments Product, you agree that Native Instruments makes your registration data available to the third-party. Please submit any objections to this in writing (contact details see below).

### III. Scope of Use

The Products from Native Instruments are protected by law. The intellectual property of the Products remains at Native Instruments. Licensee as purchaser of the Product acquires only the right to use Product to the following extent. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without written consent from Native Instruments. Specifically, Licensee is not entitled to copy or have copied, decompile or have decompiled, reverse engineer or have reverse engineered the Product or parts thereof. Licensee must ensure by appropriate and reasonable steps that third parties, including its own employees, cannot make unauthorized use of the Product. Licensee shall be liable to Native Instruments for any loss or damage in this context.

1. Native Instruments grants Licensee the non-exclusive right without restrictions in time or place to use the Products. Native Instruments is not obliged to cede the software underlying source code, including the associated development documentation.
2. Licensee may install and personally use the licensed software on two devices (e.g. one laptop, one work station), provided that the said software is used only on one device regularly. Simultaneous use on more than one hardware device is not permitted. If the single computer is connected to a multi-user system, this EULA shall apply to all users of the system. In case Licensee changes the hardware, all software on the hardware used must be deleted.
3. For the software products KOMLETE/KOMLETE ULTIMATE and MASCHINE, simultaneous installation on up to three computers is allowed, as long as only one installation is used at any given time.
4. Licensee may copy the licensed software, if such reproduction is necessary for the contractually agreed use. Licensee is authorized to create a backup, if this is necessary to secure the future use.
5. Licensee is not authorized to modify the software, unless it is to preserve or restore the agreed functions of the software purchased.
6. Licensee may only decompile or duplicate the software insofar as this is necessary to provide interoperability with other software programs, provided however, that upon Licensee's request Native Instruments did not make available the information needed for this purpose within a reasonable time.
7. Third Parties
  - a) Renting or lending the licensed Software to a third party is expressly forbidden. Apart from that and if not provided otherwise within this EULA, Licensee may leave the software to a third party for a certain amount of time, if the third party agrees to the terms of this EULA and Licensee does not use the software during this period.
  - b) Except if otherwise stated within this EULA, Licensee may resell the software to a third party or transfer the software permanently free of charge, provided the third party agrees in writing with this EULA and Licensee ceases all use of the software, completely removes all installed copies of the software from its computer and – if the software was not purchased via download – deletes or transfers the original data storage to the third party (if Licensee is not obliged to a longer storage by law). In addition, Licensee is required to de-register the purchased software with Native Instruments. Following respective request from Licensee via its email address registered with Native Instruments, the serial number of the Product will be transferred by Native Instruments to the third party, and at the same time the registration of Licensee for the software purchased will be deleted.
8. In case a sound library is part of the purchased Product the following shall apply in addition to the EULA (**Sound License Agreement**):

The provided samples, instruments and presets can be used for commercial or non-commercial music and audio productions without the prior permission from Native Instruments under the terms of this Sound License Agreement. The usage of this Product (in particular samples, instruments and presets) for the creation of a sound library or as a sound library for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instrument is strictly prohibited. Individual samples, sound sets or audio loops may not be distributed (commercially or otherwise) standalone. Furthermore these samples, sound sets or audio may not be repackaged in whole or in part as audio samples, sound libraries or sound effects.

9. In addition, for certain Products from Native Instruments the following shall apply:

- a) **Bundles** (product bundles consisting of hardware and software or software-only bundles) can only be resold / transferred as a whole. The individual components of a bundle must not be resold / transferred separately.
- b) Any Products from Native Instruments labeled or otherwise provided to you as "**NFR**" (Not For Resale) shall only be used for demonstration, testing and evaluation purposes. NFR Products must not be used for commercial purposes, and must not be resold or transferred. NFR Products are exempt from update, upgrade or crossgrade offers, and cannot be purchased with or exchanged for vouchers or coupons. Furthermore, as an owner of a NFR Product, you are not entitled to any vouchers that ship with the standard version of the Product.
- c) Any Products from Native Instruments labeled or otherwise provided to you as an **EDU** (Educational) version shall only be used by students or those working in educational institutions. This definition includes students, faculty, staff and administration attending and / or working at an educational institutional facility: private / public schools, colleges, universities and similar. EDU Products must not be used for commercial purposes, and must not be resold or transferred. EDU Products are exempt from update, upgrade or crossgrade offers, and cannot be purchased with or exchanged for vouchers or coupons. Furthermore, as an owner of an EDU Product, you are not entitled to any vouchers that ship with the standard version of the Product.
- d) Any Products from Native Instruments labeled or otherwise provided to you as "**Demo Versions**" shall only be used for demonstration, testing and evaluation purposes. Demo Versions must not be used for commercial purposes, and must not be resold or transferred.

If you are not sure which license type you own – (FULL / NFR / EDU) – please check the sticker on the bottom of your Product box or contact our Support Team.

#### **IV. Third Party Rights**

Some content included in Native Instruments software Products, as well as any associated intellectual property rights and titles, belongs to third parties. This content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms and conditions from the third party providing the content.

#### **V. Duties to Protect**

Copyright notices, serial numbers and other identification features of the program may not be removed from the software or altered in any way.

#### **VI. Warranty, Legal Liability, Damages**

In regard to any warranty, liability and / or damage claims, the regulations in the General Terms and Condition of Native Instruments shall apply.

#### **VII. Closing Provisions**

1. If any stipulation of this EULA 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.

2. Insofar as Licensee is a merchant within the meaning of the German Commercial Code (HGB) or corporate body under public law or special fund under public law the place of jurisdiction and place of performance is Berlin, Germany. However, Native Instruments reserves the right to sue Licensee at Licensee's place of residence or place of business.

3. This EULA is governed by the laws of the Federal Republic of Germany.

Should you have any queries concerning this EULA, please write to this address:

NATIVE INSTRUMENTS GmbH  
Legal Department  
Schlesische Str. 29-30  
10997 Berlin  
Germany

## **B. Endnutzer-Lizenzvereinbarung der Native Instruments GmbH – Juni 2015**

### **I. Allgemeine Bestimmungen**

Diese Endbenutzer-Lizenzvereinbarung (im Folgenden „Lizenzvereinbarung“) bildet die vertragliche Grundlage zwischen Ihnen (im Folgenden „Lizenznehmer“) und der Native Instruments GmbH, Schlesische Straße 29-30, 10997 Berlin, Deutschland (im Folgenden „Native Instruments“) für die Nutzung der von Native Instruments hergestellten Software einschließlich zugehöriger Medien, Dokumentationen (z.B. Programmbeschreibungen, Benutzungsanweisungen) und sonstigen Unterlagen und Materialien (im Folgenden zusammenfassend „Produkt(e)“).

Spätestens durch die Verwendung des Produktes erklären Sie sich mit dieser Lizenzvereinbarung einverstanden. Wenn Sie dieser Lizenzvereinbarung nicht zustimmen, sind Sie nicht berechtigt, das Produkt zu installieren.

Bringen Sie in diesem Falle das vollständige Produkt (einschließlich aller schriftlichen Unterlagen, Verpackungsmaterial etc.) an den Händler zurück, bei dem Sie das Produkt ursprünglich erworben haben. Dafür steht Ihnen ab dem Tage des Kaufs eine Frist von 14 (vierzehn) Tagen zur Verfügung. Bei Käufen im Native Instruments Online Shop senden Sie das vollständige Produkt (einschließlich aller schriftlichen Unterlagen, Verpackungsmaterial etc.) an Native Instruments GmbH, Schlesische Str. 29-30, 10997 Berlin, Deutschland zurück. Der von Ihnen gezahlte Kaufpreis wird Ihnen vollständig erstattet.

### **II. Registrierung / Aktivierung**

1. Soweit Sie Software von Native Instrument erworben haben, ist es erforderlich, dass Sie diese bei Native Instruments registrieren, um einen Aktivierungscode zu erhalten, der Sie in die Lage versetzt, die Software auf Ihrem Computer zu nutzen. Es ist nicht möglich, Native Instruments Software zu nutzen, die nicht aktiviert wurde.

2. Zum Zwecke der Registrierung müssen Sie Ihren kompletten Namen, Ihre E-Mail-Adresse und Ihre Postanschrift eingeben. Diese Daten werden gemeinsam mit der Native Instruments Seriennummer in der Registrierungs-Datenbank von Native Instruments gespeichert. Native Instruments nutzt zur Übermittlung Ihrer Daten über das Internet eine sichere SSL Verbindung mit 128-bit-Verschlüsselung, die den aktuellen Sicherheitsstandards entspricht. Informationen über den Umgang von Native Instrument mit personenbezogenen Daten erhalten Sie unter <http://www.native-instruments.com/de/company/legal-information/privacy-policy/>

3. Die Native Instruments Service Center Software führt Sie durch den Aktivierungsprozess. Das Service Center wird automatisch installiert, wenn Sie Ihre Native Instruments Software installieren bzw. downloaden.

4. Die Native Instruments Aktivierung verwendet Informationen über wesentliche Systemkomponenten Ihres Computers und verschlüsselt diese Informationen in einer „Aktivierungsanfrage-Datei“. Die „Aktivierungsanfrage-Datei“ wird zur Erstellung eines Aktivierungscodes verwendet, der ausschließlich auf dem Computer funktioniert, auf dem die „Aktivierungsanfrage-Datei“ generiert wurde.

5. Falls Native Instruments aus irgendeinem Grund nicht mehr in der Lage sein sollte, die Verpflichtungen zur Bereitstellung des Aktivierungscodes zu erfüllen, stellt Native Instruments dem Lizenznehmer einen Code zur Verfügung, der die Fortsetzung der Nutzung der lizenzierten Software unabhängig von Änderungen am Computer gewährleistet.

6. Wenn Sie den Wunsch haben, Ihre Native Instruments Software auf einem anderen Computer zu nutzen oder wenn Sie erhebliche Änderungen an Ihrem Computer herbeiführen, müssen Sie eventuell die Software erneut aktivieren.

7. Wenn Sie ein Produktpaket bei Native Instruments erworben haben, welches auch Produkte eines Dritten beinhaltet, stimmen Sie zu, dass Native Instruments Ihre Registrierungsdaten der dritten Partei zur Verfügung stellt. Wenn Sie mit einer Weiterleitung Ihrer Registrierungsdaten nicht einverstanden sind, haben Sie dies Native Instrument schriftlich mitzuteilen (Kontaktdaten siehe unten).

### **III. Nutzungsrechte**

Die Produkte von Native Instruments sind rechtlich geschützt. Das geistige Eigentum an den dem Lizenznehmer überlassenen Produkten gehört und verbleibt bei Native Instruments. Der Lizenznehmer erwirbt als Käufer der überlassenen Produkte lediglich das Recht, die Produkte im nachfolgenden Umfang zu nutzen. Alle anderen Nutzungs- und Verwertungshandlungen, die in dieser Endnutzer-Lizenzvereinbarung nicht explizit dem Lizenznehmer eingeräumt worden sind, sind ohne schriftliche Zustimmung von Native Instruments nicht erlaubt. Insbesondere ist der Lizenznehmer nicht berechtigt das Produkt oder Teile hiervon zu kopieren oder kopieren zu lassen, aufzuschlüsseln, aufschlüsseln zu lassen, technisch zurückzuverfolgen oder die technische Rückverfolgung zu veranlassen. Der Lizenznehmer ist verpflichtet durch geeignete und angemessene Maßnahmen sicherzustellen, dass Dritte, einschließlich der eigenen Mitarbeiter, die bei Native Instruments erworbenen Produkte nicht unberechtigt nutzen und verwerten können. Der Lizenznehmer haftet gegenüber Native Instruments für etwaige Verluste oder Schäden in diesem Zusammenhang.

1. Der Lizenznehmer erhält ein nicht-ausschließliches, zeitlich und räumlich unbeschränktes Nutzungsrecht an den überlassenen Produkten. Native Instrument ist nicht zur Überlassung des der Software zugrundeliegenden Quellcodes einschließlich der dazugehörigen Entwicklungsdokumentation verpflichtet.

2. Der Lizenznehmer ist berechtigt, die überlassene Software auf bis zu zwei Geräten (z.B. einem Laptop, einer Arbeitsstation, einem Terminal oder einem anderen digitalen elektronischen Gerät) zu installieren und zu verwenden, vorausgesetzt, dass das Produkt regelmäßig nur auf einem Gerät verwendet wird. Das zeitgleiche Benutzen auf mehr als nur einer Hardware ist unzulässig. Wenn der Computer mit einem System verbunden ist, das aus mehreren Nutzern besteht, so gilt die Lizenzvereinbarung für sämtliche Nutzer des Systems. Wechselt der Lizenznehmer die Hardware, muss er die Software auf der bisher verwendeten Hardware löschen.

3. Bei Erwerb der Software-Produkte KOMPLETE/KOMPLETE ULTIMATE oder MASCHINE ist die Installation auf bis zu drei Computern gestattet. Allerdings ist auch hier die zeitgleiche Nutzung der Software auf mehr als nur einer Hardware nicht zulässig.

4. Der Lizenznehmer ist berechtigt, die überlassene Software zu vervielfältigen, soweit die jeweilige Vervielfältigung für die vertraglich vereinbarte Nutzung notwendig ist. Der Lizenznehmer ist berechtigt eine Sicherungskopie zu erstellen, wenn dies zur Sicherung der künftigen Nutzung erforderlich ist.

5. Der Lizenznehmer ist nicht berechtigt, die Software zu bearbeiten, außer es handelt sich um den Erhalt oder die Wiederherstellung der vereinbarten Funktionalitäten der erworbenen Software.

6. Der Lizenznehmer ist nur berechtigt, die überlassene Software zu dekompile und zu vervielfältigen, soweit dies notwendig ist, um die Interoperabilität der Vertragssoftware mit anderen Programmen herzustellen. Voraussetzung ist allerdings, dass Native Instruments dem Lizenznehmer die hierzu notwendigen Informationen auf Anforderung nicht innerhalb einer angemessenen Frist zugänglich gemacht hat.

7. Überlassung der Software an Dritte

a) Eine Überlassung der erworbenen Software an Dritte auf Zeit ist nicht gestattet, sofern es sich dabei um Vermietung, Leihe oder Leasing handelt. Im Übrigen und soweit in dieser Lizenzvereinbarung nichts anderes geregelt ist, darf der Lizenznehmer die Software einem Dritten auf Zeit überlassen, wenn sich der Dritte mit den vorliegenden Lizenzbestimmungen einverstanden erklärt und der Lizenznehmer die Software für den Zeitraum nicht selber nutzt.

b) Soweit in dieser Lizenzvereinbarung nichts anderes bestimmt ist, ist der Lizenznehmer berechtigt, die Software an einen Dritten zu veräußern oder dauerhaft unentgeltlich zu überlassen, vorausgesetzt der Dritte erklärt sich ausdrücklich schriftlich mit den vorliegenden Lizenzbestimmungen einverstanden und der Lizenznehmer gibt die Nutzung der Software



vollständig auf, entfernt sämtliche installierten Kopien der Software von seinen Rechnern und – sofern die Software nicht per Download erworben wurde – löscht oder übergibt den Originaldatenspeicher an den Dritten (sofern er nicht gesetzlich zu einer längeren Aufbewahrung verpflichtet ist). Außerdem ist der Lizenznehmer verpflichtet eine De-Registrierung der erworbenen Software bei Native Instruments vorzunehmen. Auf entsprechende Aufforderung durch den Lizenznehmer ausgehend von seiner bei Native Instruments registrierten E-Mail-Adresse transferiert Native Instruments die Seriennummer auf den Dritten, wobei gleichzeitig die Registrierung des Lizenznehmers für die erworbene Software gelöscht wird.

8. Sollte eine Sound Library Teil des von Ihnen erworbene Produkts sein, so gelten neben der Lizenzvereinbarung folgende Besonderheiten (**Sound Lizenzvereinbarung**): Die zur Verfügung gestellten Samples, Instrumente und Voreinstellungen können ohne die vorangegangene Zustimmung von Native Instruments zum jeweiligen Einzelfall für kommerzielle und nicht kommerzielle Musik- und Audioproduktionen gemäß den Bestimmungen der vorliegenden Vereinbarung genutzt werden. Die Nutzung dieses Produkts (insbesondere der Samples, der Instrumente und der Voreinstellungen) für die Erstellung einer Sound Library oder als eine Sound Library für jede Art von Synthesizer, eines virtuellen Instruments, Sample-Library, sample-based Produkts oder anderer Musikinstrumente ist dagegen streng untersagt. Einzelne Samples, Sound Sets oder Audio Loops dürfen nicht separat (kommerziell oder anderweitig) verbreitet werden. Außerdem dürfen diese Samples, Sound Sets oder Audio-Inhalte nicht ganz oder teilweise als Audioproben, Sound Libraries oder Soundeffekte neu verpackt werden.
9. Überdies gelten für einzelne Produkte von Native Instruments die folgenden Besonderheiten:
- a) **Bundles**, d.h. Produktpakete bestehend aus Hardware-Software-Paketen oder reinen Software-Paketen können lediglich als Ganzes veräußert oder Dritten unentgeltlich überlassen werden. Die einzelnen Komponenten eines Bundles dürfen nicht separat wieder verkauft / übertragen werden.
  - b) Produkte von Native Instruments, die als „**NFR**“ („Not For Resale“ – nicht für den Wiederverkauf bestimmt“) gekennzeichnet sind oder die dem Lizenznehmer als solche überlassen wurden, dürfen ausschließlich für Demonstrationszwecke, für Tests und für Bewertungszwecke genutzt werden. NFR-Produkte dürfen nicht für kommerzielle Zwecke eingesetzt werden, und der Wiederverkauf und die unentgeltliche Überlassung an Dritte sind nicht gestattet. NFR-Produkte sind von Update-, Upgrade- oder Crossgrade-Angeboten ausgeschlossen und können nicht mit Gutscheinen oder Coupons erworben oder gegen diese eingetauscht werden. Außerdem hat der Erwerber eines NFR-Produkts keinen Anspruch auf etwaige Gutscheine, die mit der Standardversion des jeweiligen Produkts versandt werden.
  - c) Produkte von Native Instruments, die als „**EDU**“ („educational“ – Bildungs-) -Version“ gekennzeichnet sind oder die dem Lizenznehmer als solche überlassen wurden, dürfen ausschließlich von Schülern oder Personen eingesetzt werden, die in Bildungsinstitutionen tätig sind bzw. diese besuchen. Neben Schülern gelten Studenten, Mitarbeiter der Fakultät, Personal und Verwaltungsmitarbeiter, die eine Bildungsinstitution (Private / öffentliche Schulen, Colleges, Universitäten und ähnliche Institutionen) besuchen und / oder die an einer Bildungsinstitution arbeiten, als Berechtigte. EDU-Produkte dürfen nicht für kommerzielle Zwecke eingesetzt werden, und der Wiederverkauf und die unentgeltliche Überlassung an Dritte sind nicht gestattet. EDU-Produkte sind von Update-, Upgrade- oder Crossgrade-Angeboten ausgeschlossen und können nicht mit Gutscheinen oder Coupons erworben oder gegen diese eingetauscht werden. Außerdem hat der Erwerber eines EDU-Produkts keinen Anspruch auf etwaige Gutscheine, die mit der Standardversion des jeweiligen Produkts versandt werden.
  - d) Produkte von Native Instruments, die als „**Demo-Version**“ gekennzeichnet sind oder die dem Lizenznehmer als solche überlassen wurden, dürfen ausschließlich für Demonstrationszwecke, für Tests und für Bewertungszwecke genutzt werden. Demo-Versionen dürfen nicht für kommerzielle Zwecke eingesetzt werden, und der Wiederverkauf und die unentgeltliche Überlassung an Dritte sind nicht gestattet.

Wenn Sie nicht sicher sind, welche Art von Lizenz Sie besitzen (z.B. NFR / EDU) überprüfen Sie bitte den entsprechenden Aufkleber auf der Unterseite Ihrer Produktverpackung oder wenden Sie sich an unseren Support.

#### **IV. Schutzrechte Dritter**

Einige Inhalte bzw. Softwarekomponenten, die Bestandteil von Native Instruments Softwareprodukten sind, stellen das geistige Eigentum Dritter dar und unterliegen gegebenenfalls separaten Lizenzbedingungen, die Sie zu beachten haben.

#### **V. Schutzpflichten**

Urhebervermerke, Seriennummern sowie sonstige der Programmidentifikation dienende Merkmale dürfen nicht von der Software entfernt oder verändert werden.

#### **VI. Gewährleistung, Haftung und Schadensersatz**

Hinsichtlich etwaiger Gewährleistungs-, Haftungs- und/oder Schadensersatzansprüche gelten die Regelungen in den Allgemeinen Geschäftsbedingungen von Native Instruments.

#### **VII. Schlussbestimmungen**

1. Falls eine Bestimmung der vorliegenden Lizenzvereinbarung entweder ganz oder teilweise unwirksam ist oder wird, so hat dieser Umstand keinerlei Einfluss auf die übrigen Bestimmungen. Die Parteien verpflichten sich stattdessen, die unwirksame Bestimmung durch eine wirksame Regelung zu ersetzen, die dem Sinn der ursprünglichen Bestimmung möglichst nahe kommt.
2. Soweit der Lizenznehmer Kaufmann im Sinne des HGB oder eine juristische Person des öffentlichen Rechts oder ein öffentlich-rechtliches Sondervermögen ist, ist der Gerichtsstand und Erfüllungsort Berlin, Deutschland. Allerdings behält sich Native Instrument das Recht vor, den Lizenznehmer auch an seinem Wohnsitz bzw. Geschäftssitz zu verklagen.
3. Die vorliegende Lizenzvereinbarung unterliegt den Gesetzen der Bundesrepublik Deutschland.

Falls Sie Fragen in Bezug auf die vorliegende Lizenzvereinbarung haben, wenden Sie sich bitte schriftlich an die folgende Adresse:

NATIVE INSTRUMENTS GmbH  
Rechtsabteilung  
Schlesische Str. 29-30  
10997 Berlin  
Deutschland



# C. Native Instruments GmbH

## エンドユーザー用使用許諾契約 – 2015年6月

### I. 一般条項

以下のエンドユーザー用使用許諾契約(以下、"EULA"とします)は、あなた(以下、"ライセンシー"とします)とNative Instruments GmbH, Schlesische Str. 29-30, 10997 Berlin, Germany(以下、"Native Instruments"とします)の間に結ばれた、関連メディア、ドキュメント(見本プログラムの記述、マニュアルなど)あるいはNative Instrumentsによって作成されたもの(以下、"製品"とします)を含むソフトウェアの使用に関する契約条件を形成します。

ソフトウェアをあなたのコンピューターにインストール、登録することによって、あなたはこの条件に同意したものとします。この条件に同意しない場合は、ソフトウェアをインストールする権利を有しません。

この条件に同意しない場合、製品一式(全ての印刷物、パッケージ、またはそれに類するもの)を、ご購入後14日以内に、お求めいただいた販売店に返却してください。Native Instrumentsオンラインショップで購入された場合は、製品一式(全ての印刷物、パッケージ、またはそれに類するもの)を、NATIVE INSTRUMENTS GmbH, Schlesische Str. 29-30, 10997 Berlin, Germany、あるいはNative Instruments North America, Inc., 6725 Sunset Blvd., 5th Floor, Los Angeles, CA 90028, USA、あるいは〒150-0001 東京都渋谷区神宮前6-7-15 YOビル3階 NATIVE INSTRUMENTS Japan 株式会社まで返却してください。お支払いになった金額は、全額返金されます。

### II. 登録/アクティベーション

1. 認可されたソフトウェアをあなたのコンピューター上で使用するために必要となるアクティベーション・キーを受け取るには、同ソフトウェアを登録する必要があります。アクティベートされていないNative Instruments製品を使用することはできません。

2. 登録にはお客様のお名前、Eメールアドレス、ご住所の入力が必要となります。これらの情報はNative Instrumentsのシリアル番号とともに弊社の登録データベースに保存されます。Native Instrumentsは128ビット暗号化した安全なSSL接続を利用しています。これは、ウェブ上のデータ転送に関する現在の安全基準を満たしています。Native Instrumentsの個人情報の取り扱いに関しては以下で詳細をご覧になれます。 <http://www.native-instruments.com/en/company/legal-information/privacy-policy/>

3. Native InstrumentsのService Center Softwareを使ってアクティベーション・プロセスを行います。Service Centerは、Native Instrumentsのソフトウェアをインストール/ダウンロードすると、自動的にインストールされます。

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