



# AUDIO FUTURES社 ソフトウェア製品

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## 1. Introduction

Welcome! You are entering into an agreement with Audio Futures, Inc. (“Audio Futures”, “We”, “Our” or “Us”). When You (individually or the entity that You represent) access and/or use Our Services, You are agreeing to be bound to the provisions set forth in these Terms of Service and any additional terms referenced herein including Our Privacy Policy which sets out the terms in which We process any personal information collected from You, or provided to Us (“Agreement”). If You do not agree to this Agreement, the Privacy Policy, and any other referenced agreements or documentation, You must neither access nor use Services. In agreeing, You also represent that You are of the age of majority in Your jurisdiction and You have the authority to bind Yourself and/or the company You represent, and have disclosed all information to Audio Futures as necessary to perform the Services. Capitalized terms are as defined throughout this Agreement.

## 2. Services

This Agreement applies to all Our services including: (a) <https://360ra.com> (“Website”); (b) 360 WalkMix Creator™ plugin software which is designed to assist musicians and producers with mixing and creating an immersive spherical sound field (“Software”); and (c) other solution and product that We may make available (as applicable hereinafter (“Services”). This Agreement applies to anyone who visits and/or contacts Us through Our Website and to registered users of Our Services (“User(s),” and/or “You,” “Your”, “Yourself”). Software is made available to Users who create an Account, adhere to the applicable terms of this Agreement and pay the applicable Software fee.

IMPORTANT NOTE: OUR SOFTWARE IS DESIGNED TO INTEROPERATE AND BE COMPATIBLE WITH COMMONLY USED DIGITAL AUDIO WORKSTATIONS (“DAW”) SUCH AS AVID PRO TOOLS, THROUGH THE AAX PLUG-IN FORMAT AND OTHER POPULAR DAW SUCH AS THE VST3 PLUG-IN FORMAT. IF YOU HAVE QUESTIONS ABOUT WHETHER OUR SOFTWARE IS COMPATIBLE WITH YOUR DAW, PLEASE [CLICK HERE](#) FOR OUR DAW COMPATIBILITY LIST.

## 3. Creating an Account

In order to use Our Software and other features of Our Services, You must register and create an account (“Account”). In registering, You agree to provide accurate, current, and complete information about Yourself (“Registration Data”) and update it as necessary. If We have reason to believe that Your Registration Data is inaccurate, outdated, or incomplete, We may suspend or terminate Your Account. You agree You will not: (a) create an Account using a false identity or information that is not Your own; (b) have more than one Account; or (c) create an Account or use the Services if You have been previously removed from the Services. We reserve the right, in Our sole discretion, to accept or reject Your registration to use Our Services, as well as suspend or terminate Your Account for any reason. You are responsible for maintaining the confidentiality of Your password and Account and will be fully responsible for any and all activities that occur under Your Account. You agree to immediately notify Us of any unauthorized use of Your Account or any other breach of Account security.



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### 4. License, Intellectual Property Rights and Third-Party Licenses

(a) License. Audio Futures hereby grants to You a non-exclusive, non-transferable, non-sublicensable, non-assignable limited license to: (i) access and use Our Website as set forth herein; and (ii) download and install one instance of the Software on a compatible device/DAW for use in connection with mixing and/or producing music (for paid Users only). In addition to the foregoing, You also have the right to make one copy of the Software solely for backup purposes. We expressly reserve all rights not expressly set forth herein. We also may make additional Software fixes, feature enhancements available from time to time at Our sole discretion (“Updates”). Based upon the nature of the Update You may need to pay an additional fee to acquire access to the applicable Updates and/or any new version of the Software.

IMPORTANT NOTE: ACCESS AND USE OF SOFTWARE IS SUBJECT TO THE SUCCESSFUL PROCESSING OF THE DESIGNATED FEE(S), OUR REFUND POLICY AND/OR OTHER APPLICABLE PROVISIONS. ORDERING PROCESS IS CONDUCTED BY OUR ONLINE RESELLER PADDLE.COM. PADDLE.COM IS THE MERCHANT OF RECORD FOR ALL OUR ORDERS. PADDLE PROVIDES ALL CUSTOMER SERVICE INQUIRIES AND HANDLES RETURNS. BY PROCESSING PAYMENT AND/OR WORKING WITH PADDLE ON A RETURN, YOU AGREE TO BE BOUND TO PADDLE’S TERMS OF SERVICE LOCATED AT [HTTPS://PADDLE.COM/LEGAL-BUYERS/](https://paddle.com/legal-buyers/) AND PRIVACY NOTICE LOCATED AVAILABLE AT [HTTPS://PADDLE.COM/PRIVACY-BUYERS/](https://paddle.com/privacy-buyers/). WE RESERVE THE RIGHT TO SWITCH PAYMENT PROCESSING VENDORS IN OUR SOLE DISCRETION AT ANY TIME.

(b) Intellectual Property Rights. “Intellectual Property Rights” shall mean any and all right, title and interest, arising or existing at any time relevant hereto, anywhere in the world, including, but not limited to, all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty in any technology, system, invention, discovery, know-how process, method, information, medium or content, including, but not limited to, text, print, pictures, photographs, video, marks, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship and any form, method or manner of expression or communication now known or hereinafter becoming known. i. Proprietary Rights. All Software, logos, trademarks, buttons icons, images, text, graphics, trainings, whitepapers and other materials used in connection with Services, including any Intellectual Property Rights therein (collectively referred to as “Audio Futures IP”) are owned and/or controlled by Audio Futures and are accordingly protected under U.S. copyright laws, and international treaties.

UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING, OR ANY OTHER MISUSE OF AUDIO FUTURES IP IS PROHIBITED.

(c) Third-Party Licenses. Your use of our Software may be subject to certain additional third-party licenses (“Third-Party License”). Third Party License notices, terms and conditions pertaining to third party software can be found at: <https://www.360ra.com/thirdparty>.



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### 5. Restrictions

You shall not, and shall require Your Users not to, directly or indirectly: (a) provide any other third-party including any subcontractor, independent contractor, affiliate, or service provider of Yours, with access to Your Account, use of the Software and/or any other Services; (b) modify, translate, adapt, or otherwise create derivative works or make improvements, to Services or any part thereof; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of Services or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or used in connection with Services; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Services, or any features or functionality of Services available, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (f) use Services in violation of any law, regulation, or rule; (g) use Services for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Our commercial disadvantage; or (h) interfere with or compromise the integrity of Our Services.

### 6. Third-Party Components Required

We do not provide You with access to the Internet, computer, DAW and/or other equipment necessary to access and use Our Services ("Third-Party Components"). You are responsible for fees associated with the Internet, DAW, computer, hardware, and other related costs for Third Party Components needed to properly access and use Services. Third Party Components are owned or operated by third parties. Some Third- Party Components may collect data or solicit personal information from You. We neither own nor control any Third-Party Components and are not responsible for their actions with respect to their use of Your information or the operation of their products and services. Therefore, We encourage You to read the terms and conditions and privacy policies associated with the use of the applicable Third-Party Components carefully.



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### 7. Warranty Disclaimer, Limitation of Liability and Indemnification

(A) DISCLAIMER. SERVICES ARE PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AUDIO FUTURES, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, AUDIO FUTURES PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISION.

(B) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL AUDIO FUTURES AND OUR AFFILIATES, LICENSORS DIRECTORS, OFFICERS AND/OR EMPLOYEES (“AUDIO FUTURES PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SERVICES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH SERVICES, INCLUDING DAW COMPATIBILITY AND/OR THIS AGREEMENT, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE USE OR INABILITY TO USE SERVICES; OR (ii) ANY OTHER MATTER RELATED TO THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR MORE THAN THE GREATER OF THE TOTAL AMOUNT YOU PAID FOR USE FOR SOFTWARE PERIOD PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE. THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW. THE LIMITATIONS SET FORTH IN SECTION 7(A) AND SECTION 7(B) SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.



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### 8. Indemnification

(a) Your indemnity. You agree to defend and indemnify the Audio Futures Parties from and against any third-party claim, including reasonable attorney's fees, court costs, settlements, and disbursements, from or relating to: (i) Your Account; (ii) Your use of and access to the Services in violation of this Agreement; (iii) Your violation of this Agreement; (iv) Your violation of any law, rule, or regulation, or the rights of any third-party, including Your upload or provision of personally identifiable information through Services; (v) claims related to Your improper use of any Third-Party Licenses; and (vi) Your use of Third-Party Components. (b) Defense. We shall indemnify, defend and hold You and Your affiliates, directors, officers and/or employees, or Users harmless from any and all liabilities, losses, damages, suits, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other applicable expenses) relating to third-party claims that Our Software infringes upon/on that party's Intellectual Property Rights ("Infringement Claim"). Our obligation under this Section 8(b) is contingent upon Your prompt written notice of any such claim and reasonable assistance in defending any such Infringement Claim. (c) Remedies. Should Our Software become, or in Our sole opinion is likely to become, the subject of an Infringement Claim, We will, either: (i) procure the rights necessary for Your continued use of the impacted Software; (ii) replace or modify the affected Software to make it non-infringing, provided such non-infringing Software performs and offers a substantially similar level of functionality and features as found in the infringing Software; or (iii) terminate the license to the affected Software and, upon Your certified deletion or destruction of the affected Software, refund any pre-paid fees for the applicable pre-paid Software.

### 9. Choice of Law, Dispute Resolution, Class Action Waiver

(a) Choice of Law. The Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands and You agree to the exclusive jurisdictions of the Cayman Islands. To the extent applicable law permits the provisions set forth in this Agreement shall prevail in the event of conflict with any other law. (b) Dispute Resolution. Any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by arbitration to be held in George Town, Cayman Islands, in accordance with the rules then in effect of the International Arbitration Association. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's actual attorneys' fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred in connection with arbitration and enforcement of the judgment. No dispute may be brought by either party eighteen (18) months after the occurrence of the event giving rise to any such claims. Notwithstanding the foregoing, Audio Futures may seek injunctive or other equitable relief to protect its Intellectual Property Rights in any court of competent jurisdiction. (c) Judicial Forum for Legal Disputes. In the event that the agreement to arbitrate above is found not to apply to You or to a particular claim or dispute, because You are an international user to which arbitration does not apply, You agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between You and Audio Futures must be resolved exclusively by applicable court located in George Town, Cayman Islands. You and Audio Futures agree to submit to the exclusive personal jurisdiction of the courts located within George Town, Cayman Islands for the purpose of litigating all such claims or disputes.

(d) CLASS ACTION WAIVER. YOU AND AUDIO FUTURES AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, WHETHER IN ARBITRATION, OR OTHERWISE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR AUDIO FUTURES WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY – GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR AUDIO FUTURES ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND AUDIO FUTURES FURTHER AGREE THAT NO ARBITRATION OR OTHER PROCEEDING WILL BE JOINED, CONSOLIDATED OR COMBINED WITH ANOTHER ARBITRATION OR OTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF AUDIO FUTURES AND ALL PARTIES TO THE APPLICABLE PROCEEDINGS.



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### 10. Miscellaneous

(a) Force Majeure. Audio Futures will not be liable for any failure in performance due to causes beyond its reasonable control or actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services). (b) Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or invalid, then, to the full extent permitted by law, (i) the provision found to be illegal, unenforceable, or void shall be deemed amended and the court having jurisdiction shall be requested to reform such provision to the extent necessary to make it legal and enforceable while preserving the intents of the parties reflected therein; and (ii) such illegality, unenforceability, or invalidity will not affect or impair the remaining provisions, which shall continue in full force and effect. (c) Amendments; No Waiver. Any term of the Agreement may be amended, and the observance of any term may be waived, but only by the written consent of the parties. The failure of a party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same, unless the same is waived in writing. The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. (d) No Assignment. You may neither assign this Agreement nor any rights or obligations of hereinunder, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without Our prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Audio Futures may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. (e) Customer Service. While most customer support inquiries are answered at Our Website You can also contact us via email at support@360ra.com with any questions You may have about this Agreement or Services. (f) Term and Termination. This Agreement and the license granted hereunder shall remain in effect unless and until terminated as set forth herein ("Term"). You may terminate this Agreement by cancelling Your Account or by ceasing to use and destroying all copies of the Software. Audio Futures may immediately terminate this Agreement and disable or delete Your Account if You, materially breach this Agreement. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and You shall cease using and destroy all copies of the Software. No expiration or termination shall affect Your obligation to pay all fees that may have become due before such expiration or termination, or entitle You to any refund, unless otherwise provided herein. (g) Communication. You agree that We will provide notices and messages to You via email and/or other contact information that You provided Us. You are responsible for providing Us with Your most current e-mail address. If You have provided an invalid email, or such address is not capable of receiving notices, such email notification will nonetheless constitute effective notice. Further, You consent to receive communications from Us electronically, and agree that all terms, conditions, or otherwise, provided to Your electronically satisfy any legal requirement that would be satisfied if they were in writing. You may give notice to Audio Futures at the following address: Audio Futures, Inc., C/O TechCayman, 802 West Bay Road, P.O. Box 32336, Grand Cayman KY1-1209, Cayman Islands. Notices shall be deemed given when received by Audio Futures delivered by overnight delivery service or first-class postage prepaid mail. (h) California Users and Residents. Pursuant to California Civil Code Section 1789.3, questions about pricing, complaints, or inquiries must be addressed to Our agent for notice and sent via certified mail to: Audio Futures, Inc., C/O TechCayman, 802 West Bay Road, P.O. Box 32336, Grand Cayman KY1-1209, Cayman Islands. California Users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. (i) Modifications. THIS AGREEMENT IS SUBJECT TO CHANGE BY AUDIO FUTURES IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, We will make a new copy of the Agreement available by posting on the Website. We will also update the "Last Revised" date at the top of the Agreement. If We make any material changes, and You have an Account to use the Services, We may also notify You via email. Changes will be effective immediately. If You do not agree to any change(s) You agree to stop using Services. Your continued use of the Services constitutes Your acceptance of such change(s). YOU AGREE TO REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS OF YOUR AGREEMENT WITH US. (j) Contact Audio Futures. For questions or comments concerning this Agreement, please refer contact Us directly via email at terms@360ra.com.

クリプトン・フューチャー・メディア株式会社は、本使用許諾契約書（以下「本契約書」）の完全性を保証するものではありません。本契約書は予告無く変更されることがございます。本契約書に関するご質問は、AUDIO FUTURES社製品の国内総代理店である株式会社メディア・インテグレーション社までお問い合わせいただきますようお願い申し上げます。

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