



End-User License Agreement ("Agreement")

This End User License Agreement ("License") is a legal agreement between you and Synthogy, LLC ("Synthogy") regarding Synthogy's Software and Soundware, IVORY II and the accompanying documentation (collectively the "Software/Soundware"). CAREFULLY READ THE FOLLOWING LICENSE. USING THIS SOFTWARE/SOUNDWARE INDICATES YOUR ACCEPTANCE OF THIS LICENSE. IF YOU DO NOT ACCEPT OR UNDERSTAND THE TERMS OF THIS LICENSE, YOU SHOULD NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THIS PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

1. Interpretation and Definitions

Interpretation

The words whose initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions

For the purposes of this End-User License Agreement:

- Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- Application means the software program provided by the Company downloaded by You to a Device, named LEWITT Space Replicator.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to LEWITT GmbH, Schanzstraße 14, 1150 Vienna.
- Consumer means a natural person who enters into a legal transaction for purposes that are outside their trade, business, craft, or profession as defined in § 1 Austrian Consumer Protection Act (KSchG).
- Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- Country refers to Austria.
- Device means any device that can access the Application such as a computer, a cellphone or a digital tablet.
- Entrepreneur means any natural or legal person acting for purposes relating to their trade, business, craft or profession when concluding a legal transaction.
- Third-Party Services means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- You means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Provisions labeled "Only for consumers:" apply exclusively to Consumers. Provisions labeled "Only for entrepreneurs:" apply exclusively to entrepreneurs. All other provisions apply equally to both consumers and entrepreneurs.



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2. Acknowledgment

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

3. License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited scope license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license granted is solely for your personal purposes strictly in accordance with the terms of this Agreement.

You are permitted to use the Application for any music production, audio mixing, and audio monitoring tasks, including but not limited to:

- Recording, editing, and producing music.
- Mixing and mastering audio.
- Monitoring audio playback in various acoustic environments.
- Using the software in a professional or personal studio setting.

These permitted uses are granted under the terms of this Agreement, provided that You comply with all license restrictions and do not engage in unauthorized distribution, modification, or reverse engineering of the Application.

License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Application or make the Application available to any third party.
- Copy or use the Application for any purpose other than as permitted under the above section 'License.'
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Application, except as permitted by mandatory copyright law.
- Extract, use, or repurpose any files, sound profiles, spaces, headphone profiles, binaural profiles, or audio processing from the Application for use in other software, commercial products, or any other unauthorized manner.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Application.
- Engage in unauthorized reproduction, sharing, distribution, or use of the Application, including using it without a proper license or in violation of this Agreement.



4. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

For entrepreneurs only:

The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to Your use of the Application, except as required by applicable law. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third-party intellectual property rights.

In the event of a third-party claim alleging that the Application infringes intellectual property rights, the Company may, at its sole discretion and expense:

- Obtain for You the right to continue using the Application;
- Modify the Application to make it non-infringing;
- Replace the Application with a non-infringing equivalent; or
- Cease providing the Application and terminate this Agreement with immediate effect.

5. Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application ("Suggestions") shall become the intellectual property of the Company. You hereby grant the Company an exclusive, royalty-free, transferable, sublicensable, worldwide, perpetual, irrevocable license to use, reproduce, modify, publish, or distribute such Suggestions without credit or compensation to You.

6. Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.



7. Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications. Updates may modify or delete certain features and/or functionalities of the Application.

You agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement. Continued use of the Application following any update shall constitute acceptance of the revised terms.

Only for consumers:

The Company will provide necessary updates, including security updates, to ensure that the Application remains in conformity with the contract for a period that consumers may reasonably expect, considering the nature and purpose of the Application. You will be informed about available updates and the instructions for their installation.

Only for entrepreneurs:

The parties explicitly agree that the provisions of § 7 of the Austrian Consumer Warranty Act (Verbrauchergewährleistungsgesetz – VGG), shall not apply to this Agreement.

8. Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Application. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

9. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.



10. Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy: <https://www.lewitt-audio.com/about/privacy>

Collected data may include IP address, system information, usage metrics, and crash reports.

11. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

12. Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party. This indemnification obligation may be limited in scope or applicability for consumers where required by applicable law.

13. Warranties

Limitation of liability for Entrepreneurs

Only for entrepreneurs:

The Application will essentially conform with the specifications provided in writing, except for that the Application is provided to You "AS IS" and "AS AVAILABLE" and with all potential faults and defects without warranty of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company provides no warranty or undertaking, and makes no representation of any kind that the Application 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.



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Warranty and liability for Consumers

Only for consumers:

The Application will essentially conform with the specifications provided in writing.

While we strive to maintain the Application's performance and security, we cannot guarantee that it will be free from minor defects or interruptions. However, we are committed to addressing any issues that arise and providing necessary updates to maintain conformity with the contract. This clause does not affect your statutory rights under the Austrian Consumer Warranty Act (Verbrauchergewährleistungsgesetz – VGG).

Nothing in this Agreement shall exclude or limit any statutory rights you may have under applicable consumer protection laws, including rights related to the conformity of digital content and services. The Application is provided in accordance with these statutory obligations, ensuring that it meets the agreed-upon specifications and functions as reasonably expected.

14. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for any special, incidental, indirect, or consequential damages whatsoever. This includes, but is not limited to, damages for loss of profits, loss of data or other information, business interruption, or loss of privacy, arising out of or in any way related to the use of or inability to use the Application, third-party software, and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement. This limitation of liability does not apply in cases of willful misconduct, gross negligence, or damages resulting from personal injury or death. This clause does not affect liability arising from mandatory provisions of the Product Liability Act.

This clause does not affect any mandatory statutory rights you may have under applicable consumer protection laws.

Only for entrepreneurs:

Notwithstanding any damages that You might incur, if you are an entrepreneur, the entire liability of the Company under any provision of this Agreement and your exclusive remedy shall be limited to the amount actually paid by You for the Application or through the Application, or one hundred U.S. dollars (USD \$100), whichever is greater. This limitation of liability does not apply in cases of willful misconduct or damages resulting from personal injury or death as well as any liability arising from applicable mandatory Product Liability laws.

15. Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.



17. United States and European Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to sanctions under United States or European Union law, including embargoed or "terrorist supporting" countries, and (ii) You are not listed on any government list of prohibited or restricted parties.

18. Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

19. Governing Law / Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Austria, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). 13.4 Only for Entrepreneurs: The exclusive place of jurisdiction shall be the commercial court that is competent for the first district of Vienna, whereby the Company shall, however, be entitled at any time to take legal action against you at any other competent court.

20. Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company services, which the Company will provide to You at the time of such use or purchase.

21. Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: support@lewitt-audio.com



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Changes

1. Clarity and Consistency

Defined Terms Consistency: Ensured terms like Country (Austria) are explicitly stated and used consistently.

“Suggestions” Definition: Introduced clear licensing language for user feedback rather than asserting total ownership.

Now grants the company a royalty-free, irrevocable license instead of claiming full ownership without basis.

2. Professional Legal Language

Replaced informal phrasing like:

“pirate, share, or distribute the Application…”

With: “engage in unauthorized reproduction, sharing, distribution, or use…”

3. Privacy and GDPR Alignment

Specified categories of collected data (e.g., IP address, usage metrics, crash reports).

Ensured consent to the Privacy Policy is tied directly to accepting the EULA.

4. Updates and Modifications

Clarified that continued use of the software after updates constitutes acceptance of updated terms.

Improved notice around modifications and optional feature discontinuation.

5. Limitations of Liability

Refined the liability cap language:

“...limited to the amount actually paid or \$100, whichever is greater.”

Reinforced applicability limitations based on consumer protection laws (esp. EU/EEA).

6. Jurisdiction and Legal Compliance

Made Governing Law section more explicit:

Now clearly states the agreement is governed by Austrian law.

Expanded U.S. Export Compliance to include EU sanctions compliance, reflecting your Austria-based HQ.

7. Indemnification Clause (Consumer-Friendly Note)

Added a note that indemnification obligations may be limited for consumers where required by law.

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register@synthogy.com (for registration issues)

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