

HISE 3.x.x License Agreement

between

and

(hereinafter "Customer")

A. Purpose of the agreement

1. The purpose of this agreement (hereinafter "Agreement") is the licensing of the HISE software (hereinafter "Software") and the granting of non-exclusive rights of use for the manufacture and sale of virtual musical instruments and effect processors, excluding the requirements of the alternative right of use (GNU General Public License v3, see Annex 3).
2. The Software contains components belonging to third parties (JUICE framework) which the Customer must license at his or her own expense.
3. Maintenance of the Software is not part of the Agreement and must be contractually agreed upon separately.
4. The Software may be licensed for a limited time period (leasing of the Software) or in perpetuity (purchase of the Software).
5. The nature and functionality of the Software are conclusively stated in the Offer of the Vendor (Annex 1). The information contained therein shall be understood as service descriptions and not as guarantees. A guarantee shall be granted only if it is expressly designated as such.
6. Although the Software aims to support industry-standard plug-in formats (VST / AU / AAX), full compatibility with all available host programs cannot be guaranteed and therefore does not form part of the scope of services.
7. Installation and configuration services, as well as documentation for the Software, are not part of the Agreement, unless otherwise specified in the Offer of the Vendor.
8. Individual customization of the Software is not part of the Agreement.
9. The Software shall be made available to the Customer as a download in the form of an open source code base.
10. If a temporary Software license is agreed upon, the Customer shall receive updates to the code base during the contractual period only within a given version number (e.g. 5.0.0 to

5.9.9).

B. JUCE framework, open source licenses, obligations of the Customer when using the software

1. In order to use the Software, the Customer must independently and at his or her own expense obtain a license for software modules (JUCE framework). The provisions contained therein, including liability and warranty provisions, shall apply only in relation to the respective rights holders of the JUCE framework.
2. The Software contains components from open source software. The open source software modules shall be licensed free of charge and in accordance with the relevant accompanying licensing provisions of the respective rights holders directly by said rights holders. The Vendor shall inform the Customer of this separately (Annex 4).
3. To the extent that the Customer installs other software components from third parties while using the Software, these shall not constitute a contractual obligation associated with the Vendor. The Customer shall be solely responsible for the licensing and implementation of the third-party software.

C. Licensing fee, contractual period and termination in the case of a temporary license (leasing of the Software)

1. If the Parties have agreed to a temporary license of the Software, the licensing fee for the Software payable by the Customer shall be determined from the Offer of the Vendor (Annex 1).
2. The licensing fee shall be payable monthly and be measured in terms of the total annual revenue generated by the Customer, regardless of whether this revenue is related to the Software or not. In this regard the Vendor shall have a right to information from the Customer.
3. All prices are net, unless expressly stated otherwise.
4. The Agreement is concluded for an indefinite period. In the event that the Vendor makes available a new major version of the Software (e.g. version 6.0.0 instead of first releasing version 5.9.9), the Parties may agree upon a modified licensing payment, should the Customer want to use the new version.
5. Should the Customer terminate the Agreement, the right of use granted under the Agreement shall cease and the sale of the products equipped with the Software must either be halted or meet the requirements of the alternative right of use (Annex 3).

D. Granting of rights of use for a temporary license (leasing of the Software)

1. If the Parties have agreed upon a temporary Software license, the Customer shall receive a non-exclusive right to use the Software to the extent granted under this Agreement and the Offer (Annex 1), with a contractual period agreed upon between the Parties.
2. The right of use shall lapse if the Customer is in arrears for three licensing payments despite a reminder.
3. Copyright notices, serial numbers and other features serving the identification of the Software shall not be removed from or modified in the Software.
4. A copyright attribution on the website of the Customer shall not be required.
5. Should the Customer use the Software to an extent that exceeds the purchased rights of use in a qualitative (as regards the nature of the permitted use) or quantitative (as regards the number of licenses purchased) sense, the Customer shall purchase without delay the rights of use necessary for the permitted use. Should the Customer fail to do so, the Vendor shall

assert the rights to which the Vendor is entitled.

F. Compatibility, warranty

1. Full compatibility with all available host programs is not part of the scope of services, with the effect that warranty claims arising from the improper functioning in a particular host program may not be asserted.
2. The Vendor warrants that the Software has the agreed quality and that the Customer may use the Software without breaching the rights of third parties.
3. The warranty for material defects shall not apply to defects resulting from the Software being used in a hardware and software environment which does not meet the requirements listed in the Offer (Annex 1) or to alterations and modifications which the Customer has made to the Software without being entitled to do so by law, this Agreement or the prior written consent of the Vendor.
4. The Customer shall examine the Software immediately upon receipt for obvious defects and where such defects exist advise the Vendor of these without delay. Otherwise a warranty for such defects shall be excluded. The same shall apply if a defect becomes apparent at a later stage. Section 377 of the German Commercial Code ("Handelsgesetzbuch" - HGB) shall apply.
5. Warranty claims shall be subject to a limitation period of one year.

G. Liability

1. The Vendor shall be liable without limitation a. in cases of willful intent or gross negligence b. for damage to life, limb and health, c. in accordance with the German Product Liability Act ("Produkthaftungsgesetz") and d. to the extent that the Vendor has assumed any guarantee.
2. In the event of a slightly negligent breach of an obligation that is essential for the fulfillment of the purpose of the Agreement (cardinal obligation), the liability of the Vendor shall be limited in amount to the damages that are foreseeable and typical for the nature of the transaction at issue.
3. Any further liability of the Vendor shall not exist.

H. Confidentiality clause

1. The Parties mutually undertake to maintain the strictest secrecy about all business and trade secrets, information and knowledge belonging to the other Party that come to their attention in the context of this co-operation, and to enforce this obligation to maintain confidentiality also against their employees, vicarious agents and other third parties.
2. The obligation to maintain confidentiality shall continue to apply even after the termination of the Agreement.
3. The usage of the Software is not covered by this confidentiality clause and the Vendor shall be entitled to use such information for reference purposes, including disclosure of the name of the Customer.

I. Jurisdiction, place of performance, contractual language, applicable law

1. The exclusive place of jurisdiction for all claims and disputes between the Parties that arise from this Agreement is Berlin.
2. Place of performance is Berlin.
3. The contractual language is English.
4. For this Agreement and claims resulting therefrom, regardless of their type, the law of the Fe-

deral Republic of Germany shall apply exclusively.

J. Written form, side agreements, transfer, retention, references

1. Changes, supplements and additions to this Agreement shall be valid only if they are agreed upon in writing between the Parties (by letter post, e-mail or fax).
2. Verbal side agreements have not been made.
3. The Customer may transfer rights from this Agreement to third parties only with the consent of the Vendor.
4. A right of retention may be asserted only for claims arising from the respective contract.
5. The Vendor shall be entitled to use protected trademarks, logos, names and other business marks belonging to the Customer for reference purposes

K. Final provision, annexes

1. Should individual stipulations of this Agreement be ineffective, this shall not affect the validity of the remaining provisions. The Parties shall endeavor to find, in lieu of the ineffective provision, an effective one that corresponds as closely as possible with the commercial purpose of the invalid provision.
2. All annexes mentioned in this Agreement are an obligatory part of the Agreement.

Place, date

Signatures of the Parties or their legal representatives:

Vendor

Customer

Annex 1: Scope of services HISE 3

This agreement covers the rights of use of the HISE code base in a proprietary derivative. The scope of service is identical to the code base that is publicly available at

<https://github.com/christophhart/HISE>

and published under the terms of the GPL v3 license and includes

1. The creation of standalone applications and plugins for music production using the functions and tools available at the HISE website and / or usage as C++ Framework.
2. Compatibility with the most recent versions of Windows and macOS when the agreement is concluded. Note that the resulting binaries of the compile process may be processed with different tools (code signing, notarization) depending on the operating system to ensure proper functionality. The support for Linux and iOS is experimental and might require some modifications.
3. Support of all common plugin architectures (VST / AU / AAX).
4. Optional implementation of a copy protection system. The implementation of a simple copy protection scheme is possible using an additional proprietary module that is not part of the public HISE code base. The code of this module is provided to the customer without any warranties of functionality and the accountability of a correct implementation is ensured by the customer. There are multiple third party tools required for the development of projects using HISE (compiler, IDEs, build scripts) which are available (mostly) free of charge. The creation of installation packages is not scope of the service granted in this agreement, however there are templates available for this task, which can be supplied to the customer on request.

The usage of the HISE IDE including interface designer, sample mapping tools and code editor are excluded from the scope of this agreement, but is normally covered by the alternative license (GPL v3). Therefore the module hi_backend which contains all code for the IDE is not part of the agreement and may not be used in a proprietary context.

The HISE code base requires the usage of the JUCE framework which has a similar license. In order to publish proprietary projects you will also need to acquire a commercial JUCE license. The various options are available at this website: <https://juce.com>

Important: For practical reasons, the HISE code base contains a modified version of the JUCE Framework. Creating a proprietary derivative without a valid license agreement with ROLI (the vendor of the JUCE framework) is explicitly not inside the scope of this agreement and is a violation of the copyright of JUCE.

Annex 2: Pricing scheme

The pricing scheme for the granting of non-exclusive rights to use HISE in a proprietary product is based on a periodic payment based on the total net revenue of the customer and is divided into two tiers:

INDIE Tier	PRO Tier
up to 50.000€ annual revenue	Above 50.000€ annual revenue
600€ per year	3.600€ per year

The selection of the licensing tier is not done once at the time of the agreement, but must reflect the current revenues of the past 12 months at every time: when the revenue limit of 50.000€ is exceeded, the customer is obliged to notify the vendor in order to adapt the pricing to the higher tier (and vice versa) within the period of three months, otherwise the license agreement will be terminated.

The total net revenue is the sum of all revenues that is being generated using products based on HISE. Also the licensee is not the developer that is using the HISE framework to create the product, but the company that sells and distributes the product. If the revenue of a product using HISE is sold by multiple companies with a revenue split agreement, then the licensee is the company with the highest split percentage.

The period of agreement is at least 3 months (paid monthly using a subscription service from Fastspring) and will be extended automatically by another 3 months unless it is not terminated by the customer with a grace period of 4 weeks. This license agreement must be concluded as soon as a single proprietary product using the HISE codebase is being published and must be kept active for as long as any product using the HISE codebase is being distributed. If the agreement is terminated, the distribution of all software using HISE must be ceased or fulfil the requirements of the GPL license. The usage of HISE during the development phase is being covered by the GPL v3 license.

Annex 3: Alternative copyright

As an alternative to the terms and obligations of the Principal Contract, the Software may also be used under the GPL License. In this case, any product that includes any part of the HISE code-base constitutes a covered work within the scope of the GPL v3 and must meet the requirements set out below.

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice

for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

“This License” refers to version 3 of the GNU General Public License.

“Copyright” also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this License. Each licensee is addressed as “you”. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated be-

low. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggrega-

te” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation’s users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, “normally used” refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or

- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered “further restrictions” within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

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11. Patents.

A “contributor” is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

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Annex 4: List of included Third Party Frameworks

The HISE codebase includes parts of third party codebases which are required for the function set. These frameworks are included into the HISE codebase, but the customer is required to make sure that the distribution of his products do comply with the various requirements of the licenses

Name	Copyright	License	Website / Source
JUCE 6	Pace Ltd	GNU GPL v3	https://juce.com
dywa-pitchtrack	Antoine Schmitt	MIT	https://github.com/antoineschmitt/dywapitchtrack
FFTConvolver	HifiLof	MIT	https://github.com/HiFi-LoFi/FFTConvolver

Optional Third Party Frameworks

In addition to the frameworks listed above, there are other frameworks which are not required but offer additional functionality or optimized routines. These frameworks are not part of the codebase and must be acquired separately. The inclusion of these frameworks is done via preprocessor macros.

Name	Copyright	License	Website	Preprocessor
IPP	Intel Corporation	Proprietary	https://software.intel.com/en-us/ipp	USE_IPP
RLottie	Samsung	MIT	https://github.com/Samsung/rlottie	HISE_INCLUDE_RLOTTIE