GAME SYNTH

Tool End-User License Agreement

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Please read this End-User License Agreement ("Agreement") carefully before clicking the "I accept the agreement" button and using the GameSynth Tool ("Software").

By clicking the "I accept the agreement" button and using the Software, 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 accept the agreement" button and do not use the Software.

1 - License

Tsugi G.K. (Tsugi) grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software in accordance with the terms of this Agreement.

You may use the Software on any single computer. You may also use the Software on a second computer, as long as the user of each copy is the same person and only one copy is used at any given time.

2 - Restrictions

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

a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party.

b) Modify, translate, reverse engineer, decompile or disassemble the Software, or create derivative works based on the Software by copying parts of its features and/or user interface.

Title, ownership rights and intellectual property rights in and to the Software shall remain in Tsugi. The Software is protected by international copyright treaties.

3 - Modifications to Software

Tsugi reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any of its features, with or without notice and without liability to you.

4 - Usage of Wave files generated by the Software in Sound Libraries

Wave files created with the Software can be used for free in all projects, even commercial ones. This also includes sound libraries or asset store packages (e.g. Unity Asset Store).

However, the samples generated are marked and there are some simple rules to follow:

- The library or package documentation must state that some or all of the sounds have been generated by the Software. Example: "GameSynth from Tsugi was used to generate some of the sound effects in this sound library".

- GameSynth is a trademark from Tsugi. Its name cannot be used on the packaging / description page without permission from Tsugi, except for the aforementioned credit. For example, it is not possible to sell a product called "GameSynth SFX Collection" or "GameSynth Impacts" without Tsugi's permission.

- It is not possible to sell sound effects generated from the GameSynth patches that are provided by Tsugi as presets or are available in the GameSynth online repository. These patches are the intellectual property of the sound designers who created them. You can only sell sounds generated by patches that you created yourself in the Software.

- Tsugi must be notified of all commercial sound libraries using sounds generated by the Software. If the sounds are sold individually, you only need to notify Tsugi once per digital store.

5 - Usage of the command line version of the Software

The command line version of the Software can be run on your computer or on a local server for your personal use only. You are not allowed to make the results of the command line operations available on a public server.

For instance, you cannot use the Software as part of a system where users connect to a web site, request a wave file, that wave file is generated by the Software and then made available for download.

6 - Usage of files for machine learning

The GameSynth patch files (extension: .gspatch) and the audio files generated by GameSynth cannot be used to train machine learning algorithms without the written authorization from Tsugi.

7 - Referencing

You authorize Tsugi to display your company's name and/or logo wherever Tsugi displays or prints a full or partial list of its clients using the Software.

8 - Term and Termination

This Agreement shall remain in effect until terminated by you or Tsugi.

Tsugi 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 Tsugi, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Software and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the Software and delete all copies of the Software from your computer.

9 - Disclaimer of warranty

The Software is provided on an AS IS basis, without warranty of any kind, including the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective, you and not Tsugi assume the entire cost of any service and repair.

Tsugi is not responsible for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

10 - Amendments to this Agreement

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

11 - Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Japan. Any claim or dispute arising in connection with this Agreement shall be resolved in the competent courts of Niigata.