

## End-User License Agreement For Beta Monkey Loops™

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Beta Monkey Music, LLC. for the Beta Monkey Loops catalogue (Drum Werks Volume I-XXV, Alt and Modern Rock Series, Classic Backbeats Series, Pure Country Series, Double Bass Mania Series, Odd Time Meltdown Series, Rock Hard Funk Series, Jazz Essentials Series, and any and all past and future releases) loops CD that this EULA came with, which includes loops and associated media, music, songs, printed materials, and "online" or electronic documentation ("LFA"). By licensing, copying or otherwise using the LFA, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the LFA. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the LFA. The LFA is licensed, not sold.

**1. GRANT OF LICENSE.** This EULA grants you the following limited, non-exclusive rights: In consideration of payment of the license fee, which is a portion of the price, if any, you paid, Beta Monkey, as Licensor, grants to you, the Licensee, a nonexclusive right to use this copy of the LFA on a single computer. You are free to use the LFA in your own original compositions without restriction. Neither the LFA nor any portion thereof may be resold or redistributed as loops, except to the extent permitted under U.S. copyright law. All rights not expressly granted to Licensee are reserved to Beta Monkey or its licensors. If the LFA contains material created by a third party artist (the term "Artist" including a person and/or group performing an original work, performer, producer, engineer and/or anyone or any group who is credited on the LFA) you may not use that artist's name for any purpose, including promotional purposes, credits, use in any way of name or likeness, without the advance express written permission of both the artist and Beta Monkey.

**2. LFA OWNERSHIP.** As the Licensee, you own the CD on which the LFA is recorded or fixed. Beta Monkey shall retain full and complete title to the LFA and all subsequent copies of the LFA, regardless of the media or form on or in which the original copies may exist. The License is not a sale of the original LFA or any of the underlying material.

**3. COPYRIGHT.** All rights, title, and copyrights in and to the LFA (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the LFA) and any copies of the LFA are owned by Beta Monkey or its suppliers. Copyright laws and international treaty provisions protect the LFA. Therefore, you must treat the LFA like any other copyrighted material, except that you may make copies as only provided in this EULA. You may not copy the printed materials accompanying the LFA.

**4. RESTRICTIONS ON USE.** Licensee may not electronically transfer the LFA, or make the LFA available, to multiple computers over a network system. Licensee may not distribute copies of the LFA or accompanying materials to others. Other than as part of your own original compositions, Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the LFA or its accompanying printed or written materials.

**5. TRANSFER RESTRICTIONS.** Licensee shall not assign, rent, lease, sell, sublicense, or otherwise transfer the LFA to another party without prior written consent of Beta Monkey. Any party authorized by Beta Monkey to receive the LFA must agree to be bound by the terms and conditions of this Agreement.

**6. TERMINATION.** Without prejudice to any other rights, Beta Monkey may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the LFA and all of its component parts.

### **7. NO WARRANTY; LIABILITY LIMITATION; CHOICE OF LAW**

**NO WARRANTIES.** Beta Monkey expressly disclaims any warranty for the LFA. **THE LFA AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE LFA**

REMAINS WITH YOU.

NO LIABILITY FOR DAMAGES. In no event shall Beta Monkey or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Beta Monkey product, even if Beta Monkey has been advised of the possibility of such damages. In any case, Beta Monkey's entire liability under any provision of this License shall be limited to the greater of the amount actually paid by you for the LFA or U.S. \$5.00. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

GOVERNING LAW. The laws of the State of Connecticut govern this EULA

Basically, this EULA says that you may use these loops in any song you want, but you may not resell or repackage them in the loop form, no matter if they are altered in any way cosmetically, sonically, or otherwise! Use them in compositions but don't copy them and try to sell for your own profit. That's not only illegal and immoral, it's plain not nice!

Enjoy the grooves!

Copyright 2005 Beta Monkey Music [www.betamonkeymusic.com](http://www.betamonkeymusic.com)