

Timbre Dynamics
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DIGITAL ASSETS LICENSING AGREEMENT

1. Introduction

This User Licensing Agreement ("Agreement") is a legal agreement between you ("Licensee" or "you") and Timbre Dynamics ("Licensor," "we," or "us") governing your use of digital assets provided by Timbre Dynamics, including but not limited to designs, CAD/CAM files, images, and other related materials (collectively, the "Assets").

By purchasing, downloading, or using the Assets, you agree to be bound by the terms and conditions of this Agreement.

2. Grant of License

Subject to the terms of this Agreement, Timbre Dynamics grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Assets solely for your personal use to create components for yourself ("Permitted Use"). You may not use the Assets for any commercial purpose, including, but not limited to, selling, licensing, or distributing components created from the Assets to others.

3. Ownership and Intellectual Property

The Assets are and shall remain the exclusive property of Timbre Dynamics. All rights, titles, and interests in and to the Assets, including but not limited to all copyrights, trademarks, and other intellectual property rights, are owned by Timbre Dynamics. This Agreement does not grant you any ownership rights in the Assets.

4. Restrictions

You may not:

- a. Sell, distribute, or otherwise make the Assets available to any third party.
- b. Modify, alter, or create derivative works from the Assets for the purpose of resale or distribution.
- c. Use the Assets in any manner that violates applicable laws or regulations.
- d. Use the Assets in any way that infringes the intellectual property rights of Timbre Dynamics or any third party.

5. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Timbre Dynamics from any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to the Licensee's use of the Assets, including but not limited to any claims of infringement or violation of intellectual property rights or any breach of this Agreement.

6. Updates and Modifications

Timbre Dynamics may, from time to time, provide updates, enhancements, or modifications to the Assets. Such updates shall be governed by the terms of this Agreement unless otherwise specified. However, this license is for the current iteration of the Assets only. Future updates will require the purchase of a new license unless provided by Timbre Dynamics due to an issue with the original design.

7. Transferability

The license granted under this Agreement is personal to the Licensee and may not be assigned, sublicensed, or transferred to any third party without the prior written consent of Timbre Dynamics.

8. Confidentiality

Licensee agrees to treat the Assets and any related documentation as confidential and shall not disclose them to any third party without the prior written consent of Timbre Dynamics.

9. Termination

This Agreement is effective until terminated. Timbre Dynamics may terminate this Agreement immediately upon written notice if you breach any provision of this Agreement. Upon termination, you must cease all use of the Assets and destroy all copies of the Assets in your possession or control.

10. Disclaimer of Warranties

The Assets are provided "as is" without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. Timbre Dynamics does not warrant that the Assets will meet your requirements or that their operation will be uninterrupted or error-free.

11. Limitation of Liability

In no event shall Timbre Dynamics be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the Assets, even if Timbre Dynamics has been advised of the possibility of such damages.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Texas / North America, without regard to its conflict of law principles.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

14. Entire Agreement

This Agreement constitutes the entire agreement between you and Timbre Dynamics regarding the use of the Assets and supersedes all prior agreements or understandings, whether written or oral, relating to such subject matter.

15. Contact Information

If you have any questions about this Agreement, please contact Timbre Dynamics by email @ support@timbredynamics.com or by visiting our website at <https://www.timbredynamics.com>.