

Enterprise License Terms

GCRadix GmbH – Audio Content and Plugin Licensing

Effective Date: 09.05.2024

These Enterprise License Terms ("Terms") govern the use of digital content provided by GCRadix GmbH ("GCRADIX"), including but not limited to audio libraries, VST plugins, scripts, and documentation (collectively, the "CONTENT"), when purchased under an Enterprise license model.

By purchasing, accessing, or using any CONTENT under an Enterprise license, you ("Licensee") agree to be bound by these Terms. If you do not agree to these Terms, you may not use the CONTENT.

1. License Tiers

GCRADIX offers three Enterprise license tiers. The terms applicable to your use depend on the license tier purchased.

1.1 Enterprise Team License

- Grants usage rights to a defined number of users ("Licensed Headcount") within your organization.
- Usage rights are floating (not tied to specific individuals), but must not exceed the Licensed Headcount at any one time.
- Temporary use by short-term freelancers or support staff is allowed without needing to adjust the headcount. *"Short-term" herein refers to contributors whose cumulative collaboration does not exceed three (3) months within a two (2) year period.*
- Additional long-term users must be covered by additional licenses.

1.2 Enterprise Project License

- Grants usage rights for all contributors to a single named project (e.g., a specific game title, production, or app)
This includes all versions, platforms, downloadable content (DLC), expansion packs, play modes, cosmetics, and companion apps **related to the licensed project**. It does **not** include sequels, prequels, or other standalone titles within the same IP.

- No restrictions on team size, roles, or changes in staffing.
- Outsourcing and team scaling are fully permitted.
- The CONTENT must only be used within the scope of the licensed project.

1.3 Enterprise Ultimate License

- Grants perpetual rights to use the CONTENT across all your projects, productions, and intellectual properties.
 - CONTENT may be used by your employees, freelance collaborators, and subcontractors, provided it is used solely in your productions.
 - Covers all teams and subsidiaries under your organization unless otherwise agreed.
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2. Permitted Uses

Under any of the above tiers, you may:

- Use the CONTENT in commercial or non-commercial productions including games, apps, trailers, film, podcasts, and more.
 - Edit, adapt, and modify the CONTENT for your creative needs.
 - Embed the CONTENT into final products for public release.
 - Share the CONTENT internally or with collaborators who are working within the licensed scope.
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3. Restrictions

Regardless of license tier, you may not:

- Resell, sublicense, or share the CONTENT in its original or substantially unaltered form.
- Use the CONTENT in any product that competes with GCRADIX (e.g. sound libraries, sample packs, virtual instruments).

- Share the CONTENT with third parties not involved in your licensed project or organization.
- Use the CONTENT in the training or development of AI, machine learning, or similar technologies without prior written consent.

3.1 Out-of-Context Use

The CONTENT may not be used in a way that is misleading, defamatory, or out of context, particularly where such use:

- Misrepresents the intent, tone, or nature of the original CONTENT,
- Causes reputational harm to GCRADIX or its contributors,
- Associates the CONTENT with political, unlawful, or discriminatory messaging without clear artistic or editorial justification.

If in doubt, Licensee is encouraged to seek clarification from GCRADIX before publishing potentially sensitive uses.

4. Intellectual Property

GCRADIX retains all rights, title, and interest in the CONTENT. You are granted only the license rights specified herein — not ownership.

You may not remove or modify any proprietary notices embedded in the CONTENT.

5. Termination

If you violate these Terms, your license may be revoked.

In that case, you must cease using the CONTENT and delete any non-final copies, except where it is already embedded in distributed productions.

6. No Warranty

The CONTENT is provided "as is" without warranties of any kind.

GCRADIX makes no guarantees regarding compatibility, performance, or fitness for any particular purpose.

7. Limitation of Liability

To the extent permitted by law, GCRADIX is not liable for:

- Indirect, incidental, or consequential damages (e.g. loss of profits or missed deadlines);
 - Damages exceeding the amount you paid for the license.
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8. Audit Rights

GCRADIX reserves the right to request usage reporting or conduct a usage audit (with reasonable notice and during business hours), solely to verify compliance with the Licensed Headcount or project scope.

9. Data Privacy

GCRADIX does not collect or process personal data through the CONTENT. Any data exchanged during support or licensing discussions will be handled in accordance with GDPR.

10. Indemnity

Licensee agrees to indemnify GCRADIX against any claims arising from misuse of the CONTENT in violation of these Terms.

11. Support&Updates

Access to updates and support may be provided for a limited period, depending on the license agreement or at GCRADIX's discretion.

12. Legal Framework

These Terms are governed by the laws of the Federal Republic of Germany.
The place of jurisdiction for any disputes is Hanau, Germany.

If you have questions about your Enterprise license or require a custom agreement, contact us at enterprise@gcradix.com.