



# LIFTFX MANUAL

# TABLE OF CONTENTS

<b>1. PREFACE</b>	<b>4</b>
<b>1.1 Minimum System Requirements</b>	<b>4</b>
<b>1.2 Installation</b>	<b>4</b>
<b>1.3 Registration</b>	<b>5</b>
1.3.1 Muse Hub Registration	5
1.3.2 iLok Registration	5
<b>2. QUICK START</b>	<b>6</b>
<b>3. GUI OVERVIEW</b>	<b>7</b>
<b>3.1 Header: Presets &amp; Logo</b>	<b>7</b>
3.1.1 Presets	8
3.1.2 Logo	8
<b>3.2 Progress</b>	<b>8</b>
3.2.1 Progress Knob	8
3.2.2 Progress Mode	9
3.2.3 Mode Lock	9
<b>3.3 Upper Controls</b>	<b>10</b>
3.3.1 Delay and Reverb	10
3.3.2 Pitch Range	10
3.3.3 Duration	10
3.3.3.1 Duration Mode	11
3.3.3.2 Duration Lock	11
3.3.3.3 Duration Length	11
<b>3.4 Macros 1 to 4</b>	<b>12</b>
3.4.1 Macro Number and Name	12
3.4.2 Macro Mode	12
3.4.2.1 Progress	12
3.4.2.2 Progress Rev	12

3.4.2.3 Automation .....	13
3.4.2.4 Modwheel .....	13
<b>3.5 BOTTOM PANEL .....</b>	<b>13</b>
3.5.1 LowCut and HighCut .....	13
3.5.1.1 Progress .....	13
3.5.1.2 Progress Rev .....	13
3.5.1.3 Automation .....	13
3.5.1.4 Modwheel .....	13
3.5.2 VOLUME .....	14
<b>4. TIPS AND TRICKS .....</b>	<b>15</b>
<b>4.1 Experiment .....</b>	<b>15</b>
<b>4.2 Pitch Range 0 (Zero) .....</b>	<b>15</b>
<b>5. END-USER LICENSE AGREEMENT .....</b>	<b>16</b>

# 1. PREFACE

---

## CREATE UPLIFTER AND DOWNLIFTER IN SYNC AND IN TUNE IN NO TIME!

Everyone working on modern music productions uses Uplifter and Downlifter. For complex and inspirational sounds everyone has relied on samples - until LIFTFX.

LIFTFX is a tool fully stocked with presets which are always in perfect sync with your host and easily tunable via Midi input. Don't get fooled by the simplicity of the user interface: There are tons of ways to manipulate the presets to create your unique Uplifter or Downlifter or even special effect sounds.

## 1.1 Minimum System Requirements

**WINDOWS:** Windows 10 (64-bit), 4 GB RAM, Intel® Core™ i5 (relatively recent)

**MAC:** macOS 10.15 (64-bit), 4 GB RAM, Apple Silicon or Intel® Core™ i5 (relatively recent)

## 1.2 Installation

After downloading and opening the installer of LIFTFX please follow the on-screen instructions to install the application.

### THE MANUAL WILL BE COPIED HERE:

**WINDOWS:** C:\Program Files\BOOM Interactive\LIFTFX

**MAC:** /Applications/BOOM Interactive/LIFTFX

## 1.3 Registration

### 1.3.1 Muse Hub Registration

If you obtained the plug-in from Muse Hub, and experience issues with activation, please use the Contact Support button found on the LiftFX Muse Hub project page, or visit <https://support.musehub.com/>.

### 1.3.2 iLok Registration

During the first start of LIFTFX after installation, the iLok registration window pops up. LIFTFX is licensed using the PACE Licensing Platform. You need to have an iLok account to use it, however setting up an iLok account is free. You will find all necessary information on how to setup your account on [www.ilok.com](http://www.ilok.com). You can either directly authorize your computer (machine authorization) or use a 2nd or higher generation iLok hardware dongle. A second or third generation iLok (iLok2 or iLok3) is a product of PACE that can be purchased at [www.ilok.com](http://www.ilok.com) or from any participating music retailer.

Next: please download the iLok License Manager at [www.ilok.com](http://www.ilok.com).

After your purchase, you automatically receive an order confirmation from us containing the download link for the installer plus a 30 digits long iLok activation code (e.g. 1234-1234-1234-1234-1234-1234-12).

#### HOW TO ACTIVATE THE LICENSE

- Open the iLok License Manager application.
- Either select the menu: Licenses -> Redeem Activation Code or click on the small Redeem Activation Code Icon on the upper right of the application.
- You should then copy paste the entire code you received from us into the entry form. Select your iLok as the activation location to immediately activate the license on this iLok and confirm the location.

Now you are ready to go!



Upon the first launch of the application, you will be asked to register LIFTFX with your iLok account.

**A free iLok account can be created under [www.ilok.com](http://www.ilok.com)**



Watch a step-by-step video tutorial about how to activate your iLok license:

[WATCH TUTORIAL](#)



**The product doesn't show up in your DAW?**

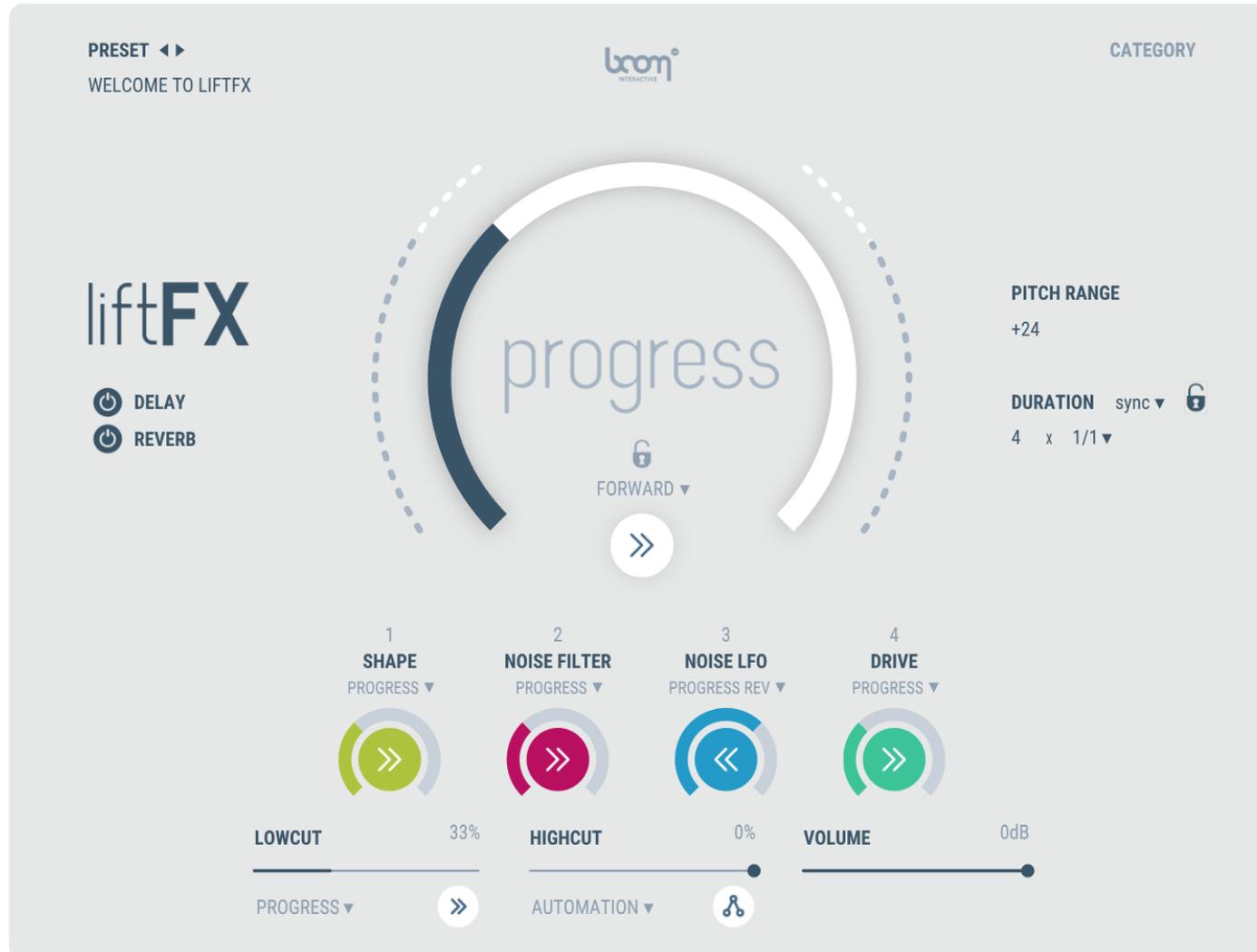
Not activating the software when first launching the DAW can lead to DAWs putting the plug-in into a "failed to scan" blacklist or blacklist.

In such cases it is usually sufficient to:

- check the DAW's blacklist/blocklist
- remove the plugin from that list
- activate it in the iLok License Manager
- cause a plug-in rescan or restart your DAW

## 2. QUICK START

Create an instrument track and insert the LIFTFX plug-in as an instrument on that track. Using a MIDI input device (keyboard or manually placed note on the track) LIFTFX starts to play back the INIT preset called “WELCOME TO LIFTFX”. From here you can pick different presets via the presets menu on the upper left, change the base pitch by playing a different MIDI note and change the overall pitch range and duration on the right side. Off you go - for a quick start.



## 3. GUI OVERVIEW

---

The main feature of LIFTFX is moving sounds, which are automatically in sync with your host bpm.

Per default this will be prominently shown by the big **Progress** knob in the center of the GUI. It will rise automatically once LIFTFX is getting triggered by a MIDI input.

On the upper left you can select different presets. In the middle left you can deactivate a built-in **Delay** and **Reverb** and replace it with third party tools.

In the middle right of the GUI you can see **Pitch Range** which will change the range of the pitch of tonal sound elements. As such, using negative values will turn an Uplifter into a Downlifter instantly.

Just below the **Pitch Range** you can set the duration it takes to move through the whole progress of the sound. Of course you can also stop the sound earlier by releasing the MIDI note triggering LIFTFX. You can set the time either in tempo related units or in milliseconds.

Just below, there are four colored Macro knobs. The function of these change per preset, giving you useful alteration possibilities whenever you change a preset.

The lowest three parameters let you use a low-cut or high-cut and change the overall volume output of LIFTFX.

Tool Tips are displayed when hovering 3 seconds on any parameter.

### 3.1 Header: Presets & Logo



The header consists of three elements.

### 3.1.1 Presets

You can either simply switch through all presets by selecting the next or previous preset using the little arrow buttons next to the text **Preset**.

Under **Category**, the category of the currently loaded preset is displayed.

Alternatively, you can also click on the currently selected preset – per default set to “WELCOME TO LIFTFX” – to open the **Preset Browser**. Hover over one of the categories and another dropdown shows the specific presets. Simply click on one to load it.

### 3.1.2 Logo

Clicking on the logo shows the currently installed version of LIFTFX and the credits.

## 3.2 Progress

### 3.2.1 Progress Knob



**Progress** is the heart of LIFTFX.

Represented by the huge white knob surrounding the text “progress”, it shows the current state or position of the currently played back sound.

For most presets the default is an automatic play back once a MIDI input triggers LIFTFX, following the **Duration** set on the right.

However, this is where the fun begins:

### 3.2.2 Progress Mode



All presets except the “ModwheelTools” have the **Progress** set to “Forward”.

With the rising “WELCOME TO LIFTFX” loaded, you can set the **Progress Mode** to “Backward”. This instantly changes the loaded Uplifter to a Downlifter, the progress meter builds in reverse, i.e. from finish to start.

Except for the two automatic behaviors of **Progress** being “Forward” and “Backward”, there are also two free modes which are “Automation” and “Modwheel”.

“Automation” gets controlled by any input device that can write automation to your DAW. So you can simply move **Progress** via the mouse, or use a MIDI controller of your choice (the setup differs from DAW to DAW; please check your specific DAW manual how to do that).

The second manual mode is “Modwheel”, which lets you control and record **Progress** via a Modwheel MIDI input. Please note the duration is also now manual and nothing changes by itself anymore. Simply press the input MIDI note as long as you need it.

### 3.2.3 Mode Lock



The **Progress Mode** can differ from preset to preset.

Mainly all the presets in the “ModwheelTools” category labeled with the prefix “MWT” are set to the **Progress Mode** “Modwheel”. If you still want to quickly check if another preset might work using the same **Progress Mode**, you can keep your current **Progress Mode** when loading a new preset.

## 3.3 Upper Controls

### 3.3.1 Delay and Reverb



LIFTFX features an internal **Delay** and **Reverb**. On the left side, just below the LIFTFX logo it is possible to bypass these to either get dry presets or to replace the internal **Delay** and **Reverb** by third party plug-ins as needed.

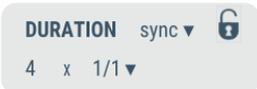
### 3.3.2 Pitch Range



The **Pitch Range** is mostly set to octaves, but you can also set the activity of the preset to other semitone ranges. The range determines up to which semitone the preset evolves in relation to the MIDI key.

**Pitch Range** also makes it possible to create Downlifters out of Uplifters by selecting negative values or the other way round, creating Uplifters out of Downlifter presets by changing negative values to positive ones.

### 3.3.3 Duration



**Duration** determines how long Progress takes to evolve from start to end in **Progress Mode** "Forward" or from end to start in **Progress Mode** "Backward".

Please keep in mind, when **Progress Mode** is set to one of the two manual modes ("Automation" or "Modwheel"), Duration is not valid anymore.

**Duration** then relies entirely on MIDI input and LIFTFX will play back as long as a MIDI key is pressed.

**Duration** can alter the sound quite a lot, providing another possibility to create completely different material out of the given presets. Don't be afraid to experiment with very short times for some fun outcome or use very long durations, but only play back parts of them.

### 3.3.3.1 Duration Mode

**DURATION** sync ▼

You can choose if you need the **Duration** to be either in sync with your host or in milliseconds. "In sync" means that you can set the **Duration** in note values. In most cases, this is the more appropriate setting - at least for musical purposes.

### 3.3.3.2 Duration Lock



All presets (except the "ModwheelTools" using the prefix "MWT") have a set **Duration**.

This shows how the presets were actually meant to be. However, more often than not when using LIFTFX, you already have a **Duration** in mind. You can set the **Duration** to a suitable length, lock it in using the **Duration Lock** symbol and then load different presets without actually loading the preset-specific **Duration**, but keeping your previously set **Duration**.

### 3.3.3.3 Duration Length

4 x 1/1 ▼

When the **Duration Mode** is set to "Time" you can either numerically input the needed number in milliseconds or use the mouse to drag up or down, changing the **Duration Length**.

However, when **Duration Mode** is set to "Sync" you will get two values.

1) A multiplier for 2) the note value. Say you want the **Progress** to evolve within exactly one bar, synced to the host bpm. You can use several musical values to do so:

1	x	1/1	= one time one full bar
2	x	1/2	= two times half a bar
4	x	1/4	= four times a quarter note
8	x	1/8	= eight times one eighth note

And so on. This way you are pretty free in how long in musical terms the **Progress** takes from start to finish.

## 3.4 Macros 1 to 4



There are four differently colored **Macros** labeled 1 to 4. These Macros represent different effects per preset as seen by their names. All four **Macros** can follow **Progress**, follow Progress in reverse, be set to a fixed value or automated or controlled via the Modwheel. These four **Macros** give you a lot of flexibility in altering the overall sound.

### 3.4.1 Macro Number and Name

Above the name of the **Macro** is a number. The number represents the parameter you will need to look for when automating said **Macro**. The name is a short description of how the **Macro** actually alters the sound of the chosen preset.

### 3.4.2 Macro Mode



As with **Progress** there are two automatic and two manual modes to control the behavior of a **Macro**.

#### 3.4.2.1 Progress

This mode perfectly follows the state of **Progress**. This means that even when you selected a manual mode for the **Progress Mode**, the **Macro** value would follow **Progress** and not the Duration.

In other words, the **Macro** is controlled exactly by what you see on the large **Progress** knob.

#### 3.4.2.2 Progress Rev

The same as **Progress**, only with the inverted / mirrored value.

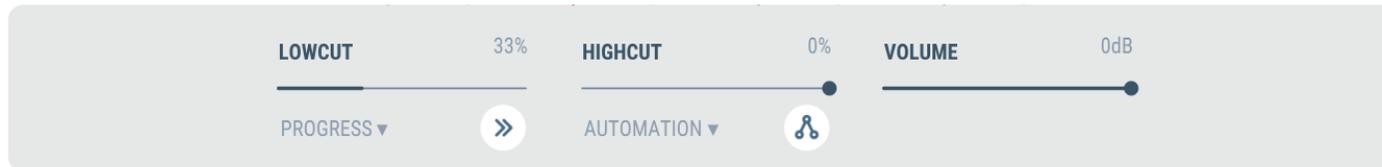
### 3.4.2.3 Automation

In this mode you can either simply set a distinct value for a Macro or manually automate its behavior. You can also map the Macro to any MIDI controller and parameter of your choice via your DAW.

### 3.4.2.4 Modwheel

The second manual mode lets you control the value of the **Macro** via a Modwheel MIDI input.

## 3.5 BOTTOM PANEL



### 3.5.1 LowCut and HighCut

**LowCut** and **HighCut** are basic filters that are operated like **Macros**; but while Macros serve different purposes in each preset, the **LowCut** and **HighCut** Filters retain the functionality their name suggests:

#### 3.5.1.1 Progress

This mode perfectly follows the state of **Progress**. This means that even when you selected a manual mode for the **Progress Mode**, the filter value would follow **Progress** and not the **Duration**.

In other words, the **Filter** is controlled exactly by what you see on the large **Progress** knob.

#### 3.5.1.2 Progress Rev

The same as **Progress**, only with the inverted / mirrored value.

#### 3.5.1.3 Automation

In this mode you can either simply set a distinct value for a **Filter** or manually automate its behavior. You can also map the **Filter** to any MIDI controller and parameter of your choice via your DAW.

#### 3.5.1.4 Modwheel

The second manual mode lets you control the value of the **Filter** via a Modwheel MIDI input.

### 3.5.2 VOLUME

Volume is a simply output level control. By default it is set to 0dB for all presets. You can lower the output when necessary. Volume can be automated.

## 4. TIPS AND TRICKS

---

### 4.1 Experiment

The user interface implies easy usage and perhaps even limited ways to alter the sound. However, make sure to experiment with the settings.

Pitch Range and Duration alone can alter the sound in significant, very intense ways. Even more so when the Progress Mode gets set to backward and additional Macros are set to follow Progress (or follow it in reverse).

### 4.2 Pitch Range 0 (Zero)

It can be quite fun to use LIFTFX as a monophonic synthesizer by setting the Pitch Range to 0 (zero), specifically when presets from the "Tonal" Category have been selected. Just play around with it and have fun!

# 5. END-USER LICENSE AGREEMENT

---

This license agreement is a single-user license agreement. For multi-user licenses and multi-user discounts, please contact us via [service@boomlibrary.com](mailto:service@boomlibrary.com)

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Licensee" or "you") and BOOM Library. ("BOOM", visit [www.boomlibrary.com/about](http://www.boomlibrary.com/about) for the official legal company details and address) for the use of audio software plug-ins including related media, documentation (e.g. manuals) and other documents and materials (e.g. presets) manufactured by BOOM ("audio-plug-ins" or "software"). By installing and by registering the software on your computer, you declare yourself in agreement with these conditions. If you do not agree with these conditions, you are not allowed to install the software. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the content. All rights not expressly granted to Licensee hereunder are reserved by BOOM.

## **SECTION 1 – INTRODUCTION:**

### **1. What You Get:**

- a. You get to install the software on up to two (2) computers that you, only, use. They can be your computer in an edit bay and a laptop for the field, or your computer at work (or school) and your computer at home, etc.
- b. Please note that you need a sequencer software to run our audio plug-ins which is not included in this license.
- c. You can copy the software only once, for the sole purpose of making a backup copy.
- d. If you need licenses for multiple people or more workstations, you will need to get a multi-user license from us. Please contact us for multi-user pricing.
- e. If you are an educator and need a license for your lab please contact us for educational pricing.
- f. You can export, render out, re-record or otherwise save any type of sound, noise, music, pad ("work") created with our audio plug-in and its presets and use it as part of any video, game, audio library or other media production ("media projects"), even other people's media projects that you didn't do, if the works are made from the copy of the audio plug-in you have on your computer and used as per our End User License Agreement.

**2. What You Don't Get:**

- a. You don't get to make any other copies of the audio plug-in.
- b. Please don't share our audio plug-ins on the internet – we are a small company, and unlicensed copies hurt our ability to make the software better for you and bring you new products in the future.
- c. You cannot use our audio plug-ins to create works for stand-alone sound effect libraries, neither commercial, nor non-commercial, since this would hurt our business. If you want to use your works using our audio plug-ins to create your own sound effect libraries, you need an “Audio Developer License” from us, please contact us for this.

**SECTION 2 – OWNERSHIP:**

1. The enclosed audio plug-ins and related instructions are licensed (not sold) to you, and BOOM retains all ownership interests and intellectual property rights in the Software.

**SECTION 3 – SOFTWARE LICENSE:**

1. BOOM grants you a nonexclusive, nontransferable license to (i) install and use one copy of the Software on up to no more than two (2) computers both of which must be owned and used by you and (ii) make one copy of the Software for back-up or archival purposes only.
2. The software cannot be installed on a network server, without contacting us and asking for a Network license required for each workstation served on such network. You may not:
  - a. copy (other than for a second computer owned and used by you and for back-up purposes), disclose, publish, export, distribute, rent, lease or sublicense
  - b. remove any BOOM trademarks or copyright notices from;
  - c. modify, translate or prepare derivative works of;
  - d. use in a computer-based services business or publicly display visual output of;
  - e. transmit by audio, digital or other electronic means or post software on any file-sharing site or
  - f. reverse engineer, decompile or disassemble all or any portion of the audio plug-in in any form, except as expressly licensed herein.

**SECTION 4 – AUDIO RIGHTS (RIGHTS TO THE WORKS):**

1. This license grants the rights to produce new works using our audio plug-in. Such new works can be created using the presets included in the audio plug-in. This license includes the worldwide, royalty-free, non-exclusive right to combine or sync works created with our audio plug-in into media projects without

- a. paying any additional license fees to BOOM or any third-party other than the purchasing cost of this license;
- b. obtaining additional clearances or permissions; or
- c. providing source attribution to BOOM.
- d. This license includes mechanical, synchronization, public performance and broadcast rights.

2. This license grants the worldwide and limited right to Licensee to use, re-record, duplicate, incorporate, modify, adapt, embed, and exploit all or a portion of the works created with our audio plug-ins without further payment to BOOM or any third party (royalty free). The media projects that can use the works created under this license using our audio plug-ins need to contain an additional element: i.e. voice, music, image, etc.

Examples of allowed uses are, without limitation, inclusion in radio programs, podcasts, mobile apps, television broadcasts, film soundtrack, music albums, PowerPoint presentations, sound effects libraries, software instruments, websites, advertising, multi-media presentations, video games and other similar products.

**SECTION 5 – LIMITATIONS:**

1. This license expressly forbids any unauthorized inclusion of works created using our audio plug-ins (in whole or on part) like for example sample instruments, sound effects libraries, etc. online or offline without express written consent of BOOM. It is also not allowed to install or include or use the software or parts of the software code into applications or hardware products that you manufacture for your clients.

2. This license also forbids any stand-alone re-distribution method of our audio plug-ins, through any means, including but not limited to, re-selling, trading, sharing, re-compiling, mixing, processing, isolating, or embedding into other software or hardware of any kind, for the purpose of re-recording or reproduction as part of any free or commercial library of musical and/or sound effect samples and/or articulations, or any form of musical sample or sound effect sample playback system or device.

3. Licensee is prohibited from using works and our audio plug-ins in any product that is substantially sound effects audio and therefore would compete with other present and future BOOM products. Substantially, for the purposes of this license, is defined as contain-

ning pure sounds (without mixed in voice or music) for 80% or more of Licensee's entire projects. Upon written request that details such potential use by Licensee, BOOM will furnish a safe-harbor letter within 30 days allowing or disallowing use for the described project.

4. All licenses and rights under this license are nontransferable, which means Licensee may not sell, gift, or in any way allow another individual or business the rights obtained pursuant to this license except to Licensee's affiliates and successors. In the event that the Licensee is acquired by another business or organized under another business name or tax entity, all licenses and rights under this AGREEMENT may be transferred provided that number of users and workstations has not increased, and BOOM is notified of this transfer in writing within 30 days.

#### **SECTION 6 – USER RESPONSIBILITY:**

1. Licensee is responsible for installation, management and operation of the Software. Further, Licensee agrees to indemnify, hold harmless and defend BOOM from and against all claims or lawsuits, including attorneys' fees, that arise or result from any use or distribution of the Software not expressly authorized in this Agreement.

2. Warranty. BOOM warrants the Software media (e.g. download) to be free from defects in materials and workmanship for a period of sixty (60) days from the date of purchase. BOOM will replace any such defective media returned to BOOM during such warranty period, provided such defect is not the result of improper use or neglect, or if BOOM is unable to do so, it will refund your price for such defective Software. Replacement (or refund) is the exclusive remedy for any such defects, and BOOM shall have no liability for any other damages.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BOOM BE LIABLE FOR ANY KIND OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF BOOM HAS KNOWLEDGE OF SUCH POTENTIAL LOSS OR DAMAGE.

#### **SECTION 7 – TERMINATION AND RESERVATION OF RIGHT:**

1. This Agreement is effective until terminated. You may terminate it at any time by destroying the Software, including all computer programs and documentation, and erasing any copies residing on computer equipment. This Agreement also will terminate if you do not comply with any terms or conditions of this Agreement. Upon such termination you agree to destroy the Software and erase all copies residing on computer equipment.

2. This Agreement may be subject to alterations, due to changes in law, new distribution channels, acquisition of BOOM by a third-party entity, new rules applied by third party software providers on whom BOOM's software rely on. BOOM warrants that any such

alternation will happen in the best interest of the Licensee and BOOM and that BOOM will inform Licensee in due time and in written form of any such changes.

### **SECTION 8 – AGREEMENT:**

1. This Agreement expresses the entire understanding between you and BOOM and supersedes all other oral or written communications relating to the Software. This Agreement shall be governed and construed under the laws of the Federal Republic of Germany and subject to the exclusive jurisdiction of the courts therein.
2. Some content included BOOM's Software, as well as any associated intellectual property rights and titles, belongs to third parties. This content may be protected by copyright or other intellectual property laws and treaties and may be subject to terms and conditions from the third party providing the content.
3. If any section of this EULA should be or become invalid, either completely or in part, this shall not affect the validity of the remaining sections. The parties agree that they make good effort to replace the invalid section with a valid regulation which comes as close as possible to the purpose originally intended.

### **APPENDIX A: SOFTWARE LICENSE AGREEMENTS OF THIRD PARTIES**

#### **I - Inno Setup License:**

Except where otherwise noted, all of the documentation and software included in the Inno Setup package is copyrighted by Jordan Russell. Copyright (C) 1997-2013 Jordan Russell. All rights reserved. Portions Copyright (C) 2000-2013 Martijn Laan. All rights reserved.

This software is provided "as-is," without any express or implied warranty. In no event shall the author be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter and redistribute it, provided that the following conditions are met:

- 1.) All redistributions of source code files must retain all copyright notices that are currently in place, and this list of conditions without modification.
- 2.) All redistributions in binary form must retain all occurrences of the above copyright notice and web site addresses that are currently in place (for example, in the About boxes).

- 3.) The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software to distribute a product, an acknowledgment in the product documentation would be appreciated but is not required.
- 4.) Modified versions in source or binary form must be plainly marked as such, and must not be misrepresented as being the original software.

Jordan Russell, jr-2010 AT jrsoftware.org, <http://www.jrsoftware.org/>

## II - Roboto Fonts

This application makes use of the Roboto fonts authored by Christian Robertson and made available through Google Fonts ([fonts.google.com](https://fonts.google.com)) under the terms of the Apache Software License v2.

Version 2.0, January 2004, <http://www.apache.org/licenses/>

- 1.) Grant of Copyright License: Subject to the terms and conditions of this License, Apache hereby grants to You a perpetual, world-wide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 2.) Trademarks: This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 3.) Disclaimer of Warranty: Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- 4.) Limitation of Liability: In no event and under no legal theory, whether in tort (including negligence) contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

### III - Steinberg VST License

VST PlugIn Technology by Steinberg Media Technologies and VST PlugIn Interface Technology by Steinberg Media Technologies GmbH.

#### LIMITATION OF LIABILITY

- 1.) Subject to the provisions in the following sub-sections, Steinberg shall only be liable, irrespective of the legal grounds, for damages caused by the intentional or grossly negligent conduct of Steinberg, its legal representatives, managerial employees or any other vicarious agents. In the case of damage caused by the grossly negligent conduct of any other vicarious agents, the liability shall be limited to those damages which must typically be expected within the scope of an agreement such as the present one. Any further liability other than as permitted under this agreement shall be excluded.
- 2.) Any liability of Steinberg for damages arising from violation of life, body and health, from the assumption of a guarantee or from a procurement risk as well as Steinberg's liability for damages pursuant to the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.
- 3.) To the extent the liability of Steinberg is excluded pursuant to the subsections of these provisions, this shall also apply to the benefit of Steinberg's employees in the event the Licensee files any claims directly against them.

#### PRODUCT WARRANTY

- 1.) Steinberg licences the VST PlugIn Interface Technology on an "AS IS" basis. Steinberg makes no warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, regarding the VST PlugIn Interface Technology or operation and use in combination with the Licensee's program. Neither the Licensee, its employees, agents or Distributors have any right to make any other representation, warranty or promise with respect to the VST PlugIn Interface Technology.
- 2.) In no event shall Steinberg be liable for incidental, indirect or consequential damages arising from the use, or distribution of the VST PlugIn Interface Technology by the Licensee, whether theory of contract, product liability or otherwise. All claims for indemnification for losses by the Licensee itself or by third parties shall be excluded.
- 3.) Steinberg may in its sole discretion discontinue the distribution of the current VST PlugIn SDK and/or release improved versions of the Licensed Software Developer Kit but offers no commitment whatsoever those releases will occur at any time or for anybody.

#### INFRINGEMENT

- 1.) Steinberg represents and warrants that, as of the date of this Agreement, it is not aware of any claim or action alleging that VST, the VST PlugIn Interface Technology, or the content of the Licensed Software Developer Kit infringes any third party intellectual property right.

2.) Steinberg, however, disclaims any obligation of defense or indemnify of the Licensee or its customer with respect to any such claim or action, or otherwise arising out of this agreement. Steinberg shall have no liability arising out of any such actual or alleged intellectual property infringement. The Licensee, however, shall promptly notify Steinberg, in writing, of each such infringement claim of which the Licensee becomes aware. Steinberg may defend the Licensee against such claims. In such case, the Licensee is obligated to duly support Steinberg's defense.

SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**This is a software of BOOM Library.**

All other product names, brands and trademarks, mention of which in this document and the software is for identification purposes only and does not imply affiliation or endorsement, are the property of their respective owners.



**BOOM Library**

Visit [www.boomlibrary.com/about](http://www.boomlibrary.com/about) for the official legal company details and address.

© BOOM Library, 2022. All Rights Reserved.