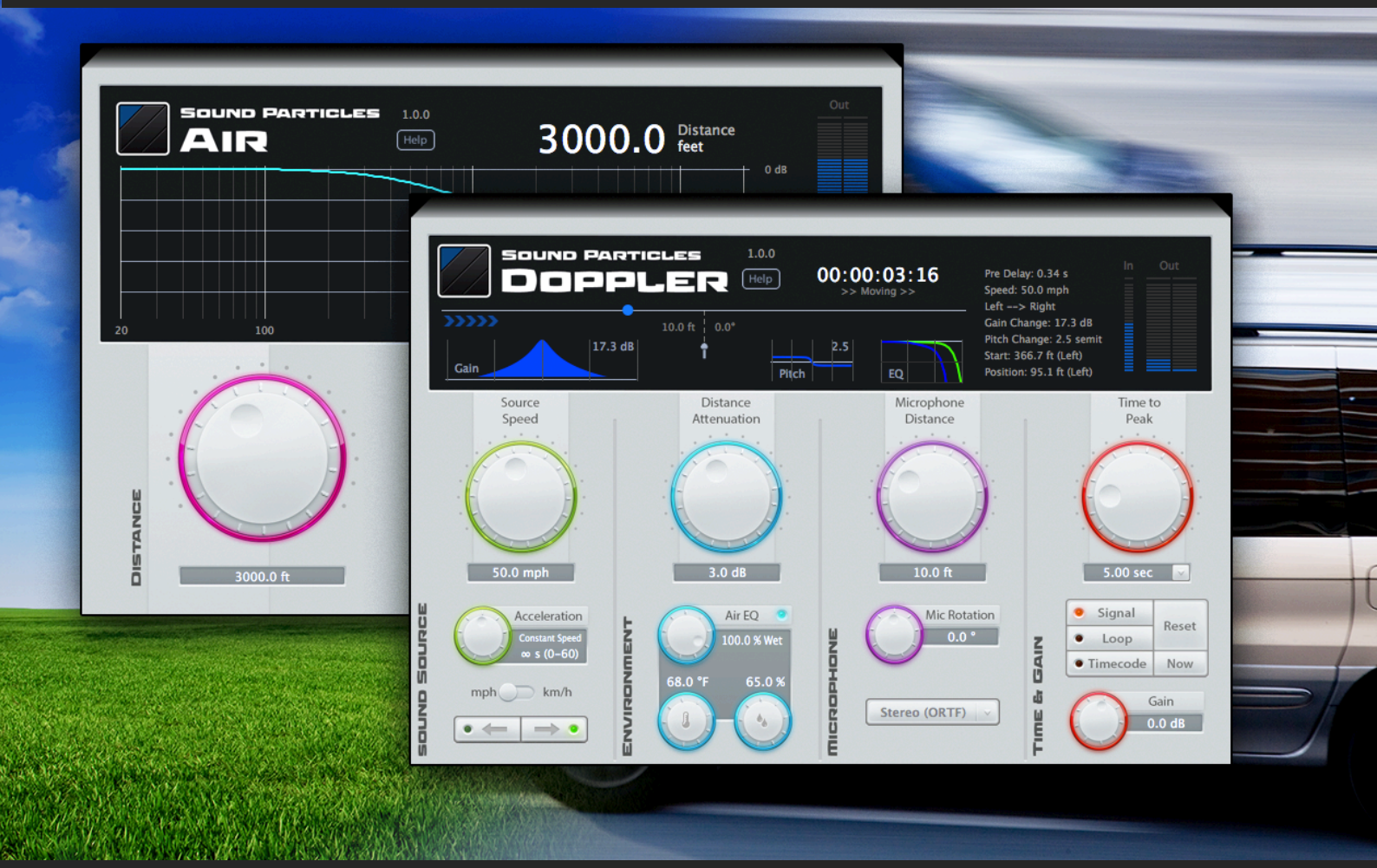

SOUND PARTICLES

DOPPLER + AIR MANUAL

V.1.1.0 – November 2018

Welcome to "Doppler + Air"

Initially, *Doppler* was only a small feature of *Sound Particles* software – to simulate moving sounds, you need Doppler. But sound designers really loved the quality of the *Doppler* inside *Sound Particles*, using it on movies like "*Cars 3*", "*Ghost in the Shell*", and many others. I still recall the first time David Farmer ("*Lord of the Rings*", "*The Hobbit*") told me that this was the best software Doppler he had tried, which I replied "Really?!".

Although there are other *Doppler* plug-ins, we have decided to do no compromises, and really model the actual behavior of moving sounds with high accuracy, and that is probably the secret of our approach. Later on, when we added distance EQ to the *Doppler*, we thought it could be interesting to have a single plug-in with this feature, and *Air* was born.

Enjoy! And if you have any question or suggestion, don't hesitate to contact us. We REALLY love to receive feedback from our users.

Nuno Fonseca, PhD
CEO
nuno.fonseca@soundparticles.com

Index

Doppler

Everyone knows the characteristic sound of a passing-by car, with its change of pitch and volume – that’s the Doppler effect, named after the name of the Austrian scientist Christian Doppler.

Having a Doppler plug-in is slightly different from having other “regular” audio effects, because of timing – you want that peak at a specific point – and as such, be prepared for a slightly different way of doing things. For instance, you will get an initial delay (a sound located 1 mile away will have a few seconds of delay on start), and you need this delay because you need to compress time later on… but let’s leave that on hold for now.

Our plug-in simulates the behavior of a moving sound, captured by a virtual microphone, and in a virtual environment – imagine a big anechoic chamber, with a perfect speaker moving around, and a perfect microphone capturing the sound of it. As such, you control real-life parameters, like you would on a field recording.

With SP's Doppler, you will have 4 groups of parameters:

- **Sound Source** – the settings of the moving sound source (e.g. velocity)
- **Environment** – the settings of the environment/air (e.g. distance attenuation)
- **Microphone** - the settings of the microphone (e.g. position of the mic)
- **Time and Gain** – the time info (e.g. when do you want the peak) and gain

The big knobs are the most important parameters: speed of the sound source (higher values give more abrupt sounds); distance attenuation (do you want apply volume changes?); microphone distance (shorter distances create more abrupt sounds), and time-to-peak (how long to get that peak).

All of the parameters can be used for *Automation*.

Automation Warning
"*Source Speed*", "*Acceleration*" and "*Time to Peak*" **SHOULD NOT** be automated. They only appear as automatable to allow their manipulation using control surfaces. By changing these parameters in playback, they will reset the whole doppler motion and induce sound jumps to obey the *Time to Peak* parameter.

The Sound Source section

The plug-in uses a mono sound source. As such, if you have a stereo or multichannel track, all channels are mixed into a mono signal, which will be used as a sound source.

- **Velocity**: How fast do you want the sound source to move? Higher speed means more abrupt sounds, while lower values make smoother transitions.

- **Acceleration**: If you want a sound moving at constant speed, leave this parameter at mid position. But if you want a changing velocity (accelerating or breaking), use this parameter, considering that positive values accelerate, while negative values break. Eventually, if you are breaking, you may result in a stopped sound source.

- **Units**: If you live in the US, you would prefer to see velocity in *Miles Per Hour* (MPH), distances in *feet*, temperature in *°F*. But if you live in the rest of the world, you would prefer *Kilometers per hour* (km/h), *meters*, *°C*. This switch allows you to choose the best units for the user interface – it doesn't impact the sound.

- **Direction**: Do you want a sound moving from *left-to-right*, or *right-to-left*? If you want other movements, don't worry, you may rotate the microphone (Mic Rotation knob) to have other directions (e.g. front to back on the right side).

Environment

This section controls the passage of sound between the sound source and the microphone, mainly attenuation (gain through distance) and *EQ* (frequency response).

- **Distance Attenuation**: Sounds located at a small distance should sound louder than sounds far away. But how louder? This parameter controls the attenuation that you get every time you double the distance. Although other parameters also control the dynamic range of the transition, this parameter can be used if you only want to change volume transition (keeping pitch and panning untouched).

- **Air EQ**: Air absorption doesn't happen equally to all frequencies. Usually, high frequencies are attenuated first, when compared with medium or low frequencies. Use the *Dry/Wet* knob to control the amount of EQ due to distance.

- **Temperature/Humidity**: These two knobs control the temperature and humidity of the air, and will be used only for EQ. If you want perfectly accurate values for temperature/humidity, check later on this manual a table with many locations around the world, and their typical temperature/humidity values.

Microphone

This section controls the virtual microphone – position, direction and microphone type.

- **Microphone Distance**: How far is the microphone from the path of the moving sound? Closer mics will result in more abrupt sounds.

- **Mic Rotation**: In most situations, you want the mic to be placed perpendicular to the movement (0°), but from time to time, you may want special situations: a car moving front to back on your right side, etc. Watch the animation in the display as you change this value to see where the mic is pointing to.

- **Mic Type**: Which microphone setup do you want to use? By choosing different setups (e.g. stereo XY vs stereo ORFT), you get a different panning, like it would be in a real-life situation.

  These are the available virtual microphones that you may choose from:
  - Omni (mono)
  - Cardioid (mono)
  - Figure-of-Eight (mono)
  - XY (stereo)
  - Mid-Side (stereo)
  - **ORTF (stereo) – The default mic**
  - AB (stereo) – 2 omni's separated by 1 foot.
  - 5.1
  - 7.1
  - First Order Ambisonics (CAN, SN3D) – 4 channels
  - Second Order Ambisonics (CAN, SN3D) – 9 channels
  - Third Order Ambisonics (CAN, SN3D) – 16 channels

Time and Gain

These sections control the timing information (VERY IMPORTANT) and the final gain.

- **Time to Peak**: Let's face it… Doppler is all about having that peak transition, and their changes in volume and pitch. This parameter defines when do you want that peak, i.e., the time position when the peak should occur.

  Time to Peak can be edited within 3 possible time units (changed through the arrow button):

  - *Timecode (24 FPS)*
  - *Seconds*
  - *Feet + Frames*

  The plug-in has 3 modes of operation:

  - *Signal* (default unit: Seconds)
  - *Loop* (default unit: Seconds)
  - *Timecode* (default unit: Timecode)

  With *Signal* mode, you specify, how long after receiving a signal (above -60dBFS) do you want the peak (e.g. 3.2 seconds after receiving sound).

With *Loop* mode, you will get a loop. If you use a 5 sec value: the sound will start; after 5 seconds, you get the peak; and after 10 seconds, the sound jumps again to the original position, and starts a new movement.

If you select *Timecode* mode, you simply specify the exact position where you want the peak (e.g. I want the peak to occur at instant 1:03:28.03).

- **Reset**: Resets the Doppler – if you are in *Signal* mode, this resets the Doppler and waits for a signal, if you are on *Loop* mode, it resets the position of the sound source; if you are in *Timecode* mode, this changes its mode to *Signal* mode.

- **Now**: Changes to *Timecode* mode, and uses the current play head position as the time-to-peak value.

- **Gain**: The final gain of the plug-in's output.

Display

The display will show you additional information to help you with your task.

On the top area, you can see:

- The version of the plug-in (e.g. 1.1.0)
- A "Help" button that will open this manual
- The current time, which depending on the time mode, it could mean different things: In *Timecode* mode, it shows the same value as your DAW (some plug-in architectures only update this value if you are playing); in Signal mode, it represents the time since a signal was detected; in *Loop* mode, it represents the current loop time.
- Status: "Waiting for signal", ">> Moving >>" or "<< Moving <<", depending on the status of the plug-in.
- If there is an update available for *Doppler*, the message "New update available at my.soundparticles.com" will appear, and by clicking it you will be redirected to *my.soundparticles.com* to further get the new update.

- *[Trial Version]* (1) A message regarding the remaining time of the trial mode or (2) a message that the trial has expired.

On the left side, you can see:

- The path of the sound source. You will only see the blue ball when the sound source is around 100 meters/300 feet of the microphone. If the sound source is further away, you only see the “>>>>>” signals to indicate the direction (“>>” vs “<<”) and the current position (left side of the mic vs right side).
- Gain plot, a graph that shows how abrupt will be in terms of dynamic range (between 2 seconds before peak and 2 seconds after peak), with a dB value (the level difference that happens on the 2 seconds before peak).
- The mic distance and rotation
- Pitch plot, a graph with the pitch variation, with a semitone value (the pitch change between 1 second before e after the peak).
- EQ plot, a graph of the frequency response (20 – 20.000 Hz) at 100 meters (**green**) and 1000 meters (**blue**).

On the right, before the VUs, you will see some additional information:

- **Pre-Delay**: The amount of time it will take for the sound to start playing in the output, due to the propagation delay of the far-away initial position of the sound.
- **Speed**: the current speed of the sound source.
- **Left -> Right / Left <- Right**: An indication if the sound if moving *left-to-right*, or *right-to-left*.
- **Gain Change**: The amount of level change, in dB, between the last 2 seconds before peak.
- **Pitch Change**: The amount of pitch change, in semitones, during the periods between one second before peak, and one second after.
- **Start**: The initial position of the sound source.
- **Position**: The current position of the sound source.

On the right side, you have the *VU Meters*:

- **Input VU**, with the level of the mono mixdown of all input channels
- **Output VU**, with the level of each output channel. The number of channels shown on the VU correspond to the number of outputs of the plug-in. If you use the plug-in as Stereo, but you select a 5.1 mic, you will only see the 2 output channels.

To clear the clip lights, simply press the VU.

Initial delay
Imagine that you have a speaker mounted in a car, playing your sound, and you want to capture the result (Doppler) using a microphone. If the sound starts playing 1 mile away, of course the sound will take almost 5 seconds to arrive on the mic (remember the thunders vs lightning?). The plug-in works in the same way. Also, if the speaker/car takes 8 seconds to arrive to the mic position, those 8 seconds of audio material will be compressed into 3 seconds (8 seconds of audio material, compressed into 3 seconds of playback, equals 5 seconds of initial silence).

Yes, we could avoid this initial delay gap, using other approaches (using a pitch-shifter that re-creates audio material, etc.), but all those approaches would have an impact in sound quality.

Time modes

When creating a doppler sound, probably the most important aspect is to define when do you want the peak to occur. To help users getting the perfect timing, *Doppler* includes a "*Time To Peak*" parameter, which controls exactly when do you want the peak to occur.

SP Doppler has 3 modes of operation: "*Signal*", "*Loop*", or "*Timecode*".

With "*Signal*" mode, the plug-in starts counting time as soon it gets sound from the input. For instance, if you have "*Signal*" mode and a "*Time To Peak*" value of 2 seconds, it means that the peak will occur 2 seconds after receiving signal.
If you are using your *DAW* in *Loop* mode, the plug-in will automatically reset time on the loop transition.
Also, during release (after the peak), a period of 1 second without sound at the output, resets the system, allowing the plug-in to process new later sounds.
You can also press the "*Reset*" button (near "*Signal*" mode button), to manually reset the signal detection. After that, *Doppler* will check for an input signal to fire a new doppler sound.

With "*Loop*" mode, the plug-in works in loop, starts at zero, peaks at "*Time to Peak*" seconds, finishes at twice the "*Time-to-Peak*" seconds, and restarts. This mode is more propriate for initial adjustments, when you are looking for the best parameters, and you want to hear the doppler over and over again.

With "*Timecode*" mode, the plug-in uses the DAW timecode to know where the peak should occur. If you specify a "*Time to Peak*" of 10 seconds, that means that the peak will occur at the same time (absolute time).
With "Timecode" mode, the plug-in can only fire 1 doppler motion (if you have a Doppler in an audio track, you will only get 1 doppler motion, corresponding to the timecode specified).
The "*Now*" button (located near the "*Timecode*" button), allows you to manually tell the plug-in the time of the peak.

Timecode vs. DAWs limitations
The Timecode mode, in some DAWs, may not work properly due to the limitations of the architecture of the workstations.

- Many DAWs only provide timecode information during playback, preventing Doppler from obtaining the current position of the cursor when DAW is stopped, or during off-line render/bounce. As such, if the "*Now*" button is disable, it means that Doppler is not able to get timecode information.

- Some DAWs (like Logic Pro X), do not provide *Time Offset* information to plug-ins. As such, Doppler will consider the start of the project as 00:00:00:00, showing time differences between the timecode of the DAW and timecode of Doppler.

"*Signal*" or "*Timecode*" – although, in most situations, it doesn't matter much, there are a few situations where one of them would be more appropriate than the other.

- If you slightly change the position of your audio clip, with "*Signal*" mode, the peak will also slightly change (because it depends on the input signal). With "*Timecode*", the peak will stay on the exact position. For instance, you may use "*Timecode*" to define the peak position based on an image/frame (video track), and then move the audio clip just to change which part of the clip should be at the peak.
- If you position your play cursor inside your clip, and start playing from there, the doppler peak will shift in "*Signal*" mode (since a signal was detected later), but not on "*Timecode*".

- If you want several dopplers to be fired on the same track, you must use "*Signal*" mode, due to its ability to reset after detecting a 1 second silence after peak. With "*Timecode*", only 1 doppler motion can be fired. Eventually, you may have several plug-ins on the track to fire several dopplers motions.

Presets

	Source Speed	Acceleration	Distance Attenuation	Microphone Distance	Mic	Mic Rotation	Time to Peak
Car (ORTF mic)	80.5 km/h 50 mph	0 (inf)	3 dB	6.1 m 20 ft	Stereo (ORTF)	0°	4 sec
Car (AB mic)	80.5 km/h 50 mph	0 (inf)	3 dB	6.1 m 20 ft	**Stereo (AB 1 ft)**	0°	4 sec
Car 2	80.5 km/h 50 mph	0 (inf)	3 dB	24.4 m 80 ft	Stereo (ORTF)	0°	4 sec
Far Away Car	128.7 km/h 80 mph	0 (inf)	3 dB	6.1 m 20 ft	Stereo (ORTF)	0°	4 sec
Race	241.4 km/h 150 mph	0 (inf)	**4 dB**	4.9 m 16 ft	Stereo (ORTF)	0°	4 sec
Jet	**804.7 km/h 500 mph**	0 (inf)	**2 dB**	45.7 m 150 ft	Stereo (ORTF)	0°	7 sec
Bullet-like	**804.7 km/h 500 mph**	0 (inf)	4 dB	**1 m 3.3 ft**	**Stereo (AB 1 ft)**	0°	**2 sec**
Old Man Driving	51.5 km/h 32 mph	0 (inf)	3 dB	91.4 m 300 ft	Stereo (ORTF)	0°	4 sec
Break and Park	128.7 km/h 80 mph	**-4 s**	3 dB	24.4 m 80 ft	Stereo (ORTF)	0°	4 sec
Left side, back to front	80.5 km/h 50 mph	0 (inf)	3 dB	24.4 m 80 ft	Stereo (ORTF)	**90°**	4 sec

Air

The “Air” plug-in simulates the frequency response you get from far away sounds.

- The main knob is the ***Distance***, and the most important parameter.

- ***Temperature/Humidity*:** controls the parameters of the air. Since most people are not aware of typical humidity values, we provide a dropdown menu (“*Location*”), with several locations around the world.

- **Foot/Meter**: the switch that interchanges between the units you prefer to use, between foot/miles/°F (imperial) or meter/km/°C (metric).

- **Distance Attenuation:** controls the amount of additional attenuation due to *Distance*. If you want to use “Air” with automation to animate a moving sound, changing not only the *EQ* but also the *Gain*, use the *Distance Attenuation* to control the variation of the audio gain. The value entered here controls the amount of attenuation that you get every time that you double the distance. For instance, a 3dB value means that if you get a -20dBFS signal at 10 meters, you will get -23dBFS signal at 20 meters, -26dBFS signal at 40 meters, and so on.

- **Dry/Wet**: this controls how much effect do you want to apply: 0% equals bypass, 100% equals full effect, like any other audio effect. Please, don't confuse this with humidity of the air (yes, the "dry/wet" may create some confusion).

- **Gain**: The final gain of the plug-in's output.

Display

The display will show you additional information to help you with your task.

On the top area, you can see:

- The version of the plug-in (e.g. 1.1.0)
- A "**Help**" button that will open this manual
- The ***Distance*** from the subject, with its value according to the preferred unit of measurement.
- The ***Output*** value that represents how much the audio output gain is affected according to the *Distance, Distance Attenuation* and *Gain* values considered altogether.
- If there is an update available for *Doppler*, the message "New update available at my.soundparticles.com" will appear, and by clicking it you will be redirected to *my.soundparticles.com* to further get the new update.
- *[Trial Version]* (1) A message regarding the remaining time of the trial mode or (2) a message that the trial has expired.

On the center, you can see:

- The **EQ plot**, a graph of the frequency response (20 – 20.000 Hz), with the light-blue line representing the frequencies attenuation being applied to the input audio.

On the right side, you have the *VU Meters*:

- **Output VU**, with the level of each output channel. The number of channels shown on the VU correspond to the number of outputs of the plug-in.
- **Temp**, which represents the *Temperature* value (according to the unit of measurement).
- **Humidity**, which represents the *Humidity* value (according to the unit of measurement).
- **Dist Att**, which represents the *Distance Attenuation* value.
- The **Dry/Wet** percentage.
- The **Gain** value.

Some locations

	Spring / Autumn		Summer		Winter	
	Temperature	**Humidity**	**Temperature**	**Humidity**	**Temperature**	**Humidity**
African Savana	27 °C 81 °F	79%	28 °C 82 °F	70%	22 °C 72 °F	77%
Alaska	10 °C 50 °F	55%	19 °C 66 °F	62%	-15 °C 5 °F	69%
Amazon Forest	32 °C 90 °F	82%	31 °C 88 °F	82%	31 °C 88 °F	82%
Amsterdam	13 °C 55 °F	85%	20 °C 68 °F	80%	5° C 41 °F	90%
Antarctica	-59 °C -75 °F	1%	-29 °C -20 °F	1%	-61 °C -78 °F	1%
Athens	25 °C 77 °F	65%	31 °C 88 °F	54%	12 °C 54 °F	70%
Bahamas	27 °C 81 °F	78%	30 °C 86 °F	80%	25 °C 77 °F	79%
Barcelona	20 °C 68°F	70%	27 °C 81 °F	71%	14 °C 57 °F	73%
Beijing	23 °C 73 °F	48%	30 °C 86 °F	76%	5 °C 41 °F	45%
Cape Town	20 °C 68°F	76%	27 °C 81 °F	71%	17 °C 63 °F	80%
Death Valley	30 °C 86 °F	23%	38 °C 100 °F	21%	12 °C 54 °F	56%
Dubai	34 °C 93 °F	61%	40 °C 104 °F	59%	25 °C 77 °F	65%
Gibraltar	21 °C 70 °F	72%	27 °C 81 °F	70%	16 °C 61 °F	74%
Greenland	-11 °C 12 °F	80%	5 °C 41 °F	81%	-24 °C -11 °F	78%
Hawaii	28 °C 82 °F	70%	30 °C 86 °F	65%	26 °C 79 °F	72%
Hong-Kong	24 °C 75 °F	81%	30 °C 86 °F	80%	18 °C 64 °F	77%
London	14 °C 57 °F	74%	21 °C 70 °F	64%	7 °C 45 °F	80%
Los Angeles	23 °C 73 °F	70%	29 °C 84 °F	71%	20 °C 68°F	60%
Madrid	21 °C 70 °F	59%	33 °C 91 °F	44%	11 °C 52 °F	75%
Mexico City	26 °C 79 °F	44%	24 °C 75 °F	69%	23 °C 73 °F	50%
Monaco	19 °C 66 °F	78%	26 °C 79 °F	77%	14 °C 57 °F	77%
Mont Blanc	8 °C 46 °F	65%	16 °C 61 °F	68%	-2 °C 28 °F	79%

Moscow	15 °C 59 °F	70%	22 °C 72 °F	65%	-3 °C 27 °F	83%
Mt. Everest	-26 °C -15 °F	56%	-18 °C 0 °F	77%	-36 °C -33 °F	65%
Mumbai	31 °C 88 °F	70%	28 °C 82 °F	85%	29 °C 84 °F	70%
Nagasaki	20 °C 68°F	70%	30 °C 86 °F	80%	10 °C 50 °F	70%
New York	17 °C 63 °F	59%	27 °C 81 °F	63%	4 °C 39 °F	60%
Niagara Falls	14 °C 57 °F	73%	25 °C 77 °F	76%	1 °C 34 ° F	85%
Quebec	11 °C 52 °F	52%	23 °C 73 °F	59%	-4 °C 25 °F	68%
Reykjavik	8 °C 46 °F	79%	12 °C 54 °F	80%	2 °C 36 °F	80%
Rio de Janeiro	28 °C 82 °F	80%	30 °C 86 °F	80%	25 °C 77 °F	79%
Rome	20 °C 68°F	77%	28 °C 82 °F	72%	13 °C 55 °F	79%
Sahara	36 °C 97 °F	38%	38 °C 100 °F	35%	20 °C 68°F	50%
San Francisco	19 °C 66 °F	73%	21 °C 70 °F	77%	15 °C 59 °F	79%
Seattle	16 °C 61 °F	72%	23 °C 73 °F	70%	10 °C 50 °F	81%
Sydney	22 °C 70 °F	69%	26 °C 79 °F	70%	17 °C 63 °F	73%
Tokyo	21 °C 70 °F	62%	29 °C 84 °F	72%	9 °C 48 °F	52%
Venice	16 °C 61 °F	73%	25 °C 77 °F	71%	6 °C 43 °F	80%
Wellington	15 °C 59 °F	78%	20 °C 68 °F	79%	12 ° C 54 °F	80%

Presets

	Distance	Location	Temperature	Humidity
In the other side of the road	20 m 65.6 ft	Los Angeles (Spring)	23 °C 73.4 °F	70%
Spring in San Francisco	100 m 328.1 ft	S. Francisco (Spring)	19 °C 66.2 °F	75%
Concert at Central Park	300 m 984.3 ft	New York (Spring)	17 °C 62.6 °F	59%
1000 feet away in the jungle	304.8 m 1000 ft	**Amazon Forest**	**31 °C** **87.8 °F**	**82%**
Thunders 3 seconds away	1 km 3280.8 ft	Tokyo (Winter)	21 °C 69.8 °F	62%
One mile in Antarctica	1.6 km 1 mi	**Antarctica (Summer)**	**-29 °C** **-20.2 °F**	**1%**
3 miles in the desert	4.8 km 3 mi	-	25 °C 77 °F	38%
Far, far, far away	30 km 18.6 mi	Los Angeles (Spring)	23 °C 73.4 °F	70%

Additional Notes

Knobs

Drag the knobs to change their value.

- Dragging up or right to increase their values; dragging down or left to decrease their values.
- Use *Shift* or *Control* or *Command key (cmd / ⌘)* during dragging, to fine tune its value.
- Use *alt/option* + click, to reset to its default value.

Avid S6 Support

Both *Doppler* and *Air* (AAX) can have their parameters controlled through various control surfaces, included AVID S6.

Check for updates

If the plug-in is running on a computer with internet access, it is able to detect if a newer update is available, informing the user of the existence of a new update, by showing a blinking phrase on the top of the display.

To achieve that, Sound Particles Doppler tries to access a simple XML file located at https://www.soundparticles.com.

SOUND PARTICLES DOPPLER DOES NOT SEND ANY INFORMATION FROM THE USER ONTO THE INTERNET.

Support

If you detect a bug, if you got a crash, if you believe something is not perfect, or even if you have ideas for future versions, don't hesitate, and email us at support@soundparticles.com. We REALLY want to hear from you. Sometimes a bug lives on for too much time, simply because we haven't detected ourselves and we didn't receive any feedback from the affected users. Besides that, your feedback is very important for us.

"Help us help you"

EULA

END USER LICENSE AGREEMENT OF SOUND PARTICLES – MARCH 2018

I. GENERAL

The following End User License Agreement ("EULA") represents an agreement between you ("Licensee") and “Sound Particles, Sociedade Unipessoal, Lda.”, with head office at Rua da Floresta, 331, Casal da Moura, 2410-027 Leiria, Portugal (hereinafter “Sound Particles”) for the use of software including related media documentation (for example, program descriptions and manuals) and other documents and materials manufactured by Sound Particles (the “Product(s)"). By installing the software on your computer, you declare yourself in agreement with these conditions. If you do not agree with these conditions, you must not install the software or use it.

II. SCOPE OF USE

The Products are intellectual property of Sound Particles and are protected by law. Licensee, as purchaser of the Products, acquires only a limited, non-exclusive and non-transferable license to use, personally or professionally, the Products. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without prior written consent from Sound Particles. Specifically, Licensee is not entitled to copy, decompile, reverse engineer the Product or parts thereof, create derivative works from the Products or sublicense or provide the Products as “software as a service”. Licensee must ensure by appropriate and reasonable steps that third parties, including its own employees, cannot make unauthorized use of the Product. Licensee shall be liable to Sound Particles for any loss or damage in this context. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Software. Sound Particles retains all right, title and interest in the Products, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof.

1. Sound Particles grants Licensee the non-exclusive right without restrictions in time or place to use the Products. Sound Particles is not obliged to disclose the Products’ software underlying source code, including the associated development documentation.

2. Licensee may either:
   a) Install and use the licensed Products’ software on several devices (e.g. one laptop, one desktop), provided that the said software is used only by the same single person - Per user licensing. Simultaneous use on more than one hardware device is not permitted.
   b) Install the licensed Products’ software on a single device, allowing its use by several users on the device (e.g. studio computer) - Per seat licensing.

3. Licensee may copy the licensed Products’ software, only if such reproduction is necessary for the contractually agreed use. Licensee is authorized to create a backup, only if this is necessary to secure the future use.

4. Licensee is not authorized to modify the Products’ software.

5. Licensee shall not attempt to develop any software that contains the “look and feel” of any of the Products’ or is otherwise derivative of its software.

6. Third Parties

   a) Renting or lending the licensed Products’ software to a third party is expressly forbidden. Apart from that and if not provided otherwise within this EULA, Licensee may leave the software to

a third party for a certain amount of time, if the third party agrees to the terms of this EULA and Licensee does not use the software during this period.

b) Except if otherwise stated within this EULA, Licensee may resell the software to a third party or transfer the software permanently free of charge, provided the third party agrees in writing with this EULA and Licensee ceases all use of the software, completely removes all installed copies of the software from its computer and – if the software was not purchased via download – deletes or transfers the original data storage to the third party (if Licensee is not obliged to a longer storage by law). In addition, Licensee is required to de-register the purchased software with Sound Particles. Following respective request from Licensee via its email address registered with Sound Particles, the serial number of the Product will be transferred by Sound Particles to the third party, and at the same time the registration of Licensee for the Product purchased will be deleted.

c) Licensee may not (i) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Products or any copies thereof, (ii) make publicly available or available on a network for use or download by multiple users, (iii) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Products, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material

7. In addition, for certain Products from Sound Particles the following shall apply:

a) Bundles (product bundles consisting of hardware and software or software-only bundles) can only be resold / transferred as a whole. The individual components of a bundle must not be resold / transferred separately.
b) Any Products from Sound Particles labeled or otherwise provided to you as "NFR" (Not For Resale) shall only be used for demonstration, testing and evaluation purposes. NFR Products must not be used for commercial purposes, and must not be resold or transferred. NFR Products are exempt from update, upgrade or crossgrade offers and cannot be purchased with or exchanged for vouchers or coupons.
c) Any Products from Sound Particles labeled or otherwise provided to you as an EDU (Educational) version shall only be used by students or those working in educational institutions. This definition includes students, faculty, staff and administration attending and / or working at an educational institutional facility: private / public schools, training facilities, colleges, universities and similar. EDU Products must not be used for commercial purposes, and must not be resold or transferred. EDU Products are exempt from update, upgrade or crossgrade offers, and cannot be purchased with or exchanged for vouchers or coupons.
d) Any Products from Sound Particles labeled or otherwise provided to you as "Demo Versions" or similar, shall only be used for demonstration, testing and evaluation purposes. Demo Versions must not be used for commercial or public purposes, and must not be resold or transferred.

If you are not sure which license type you own – (FULL / NFR / EDU) – please contact our Support Team.

III. THIRD PARTY RIGHTS

Some content included in Sound Particles software Products, 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.

IV. DUTIES TO PROTECT

Copyright notices, serial numbers and other identification features of the program may not be removed from the software or altered in any way.

V. WARRANTY, LEGAL LIABILITY, DAMAGES

DISCLAIMER OF WARRANTIES: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SOUND PARTICLES HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOUND PARTICLES DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOUND PARTICLES OR A SOUND PARTICLES AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, SOUND PARTICLES MAY CHOOSE TO REPLACE THE LICENSEE'S COPY OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITATION OF WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY LAW, WHICH CANNOT BE PRE-EMPTED.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOUND PARTICLES OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL 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 THE SOFTWARE OR DEFECT IN OR CAUSED BY THE SOFTWARE, INCLUDING BUT NOT LIMITED TO COMPROMISING THE SECURITY OF YOUR COMPUTER, OPERATING SYSTEM OR FILES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SOUND PARTICLES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SOUND PARTICLES ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR REPLACEMENT OF THE SOFTWARE WITH PRODUCT OF COMPARABLE RETAIL VALUE, AS SOUND PARTICLES MAY ELECT IN ITS SOLE DISCRETION. IF SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN PART OR WHOLE. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY LAW, WHICH CANNOT BE PRE-EMPTED.

Licensee agrees to indemnify, defend and hold harmless Sound Particles and its affiliates and their respective officers, employees, directors, agents, licensees (excluding you), sublicensees (excluding you), successors and assigns from and against any and all liability, costs, losses, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of any claim, suit, or cause of action relating to and/or arising from (a) your breach of any term of this EULA; (b) your violation of any rights of any third party; or (c) your use or misuse of the Software. Your indemnification obligations set forth in the immediately preceding sentence shall survive the termination of this EULA.

VI. CLOSING PROVISIONS

1. If any stipulation of this EULA should be or become invalid, either completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulation with a valid regulation which comes as close as possible to the purpose originally intended.

2. TERMINATION: This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Product and all of its component parts (including the software) and cease and desist from accessing any Products.

3. This Agreement shall be governed and construed by the laws of Portugal. The United Nations Convention for the International Sale of Goods shall not apply. The exclusive place of jurisdiction with respect to all disputes based on or in connection with this Agreement shall be Leiria, Portugal. However, Sound Particles reserves the right to sue Licensee at Licensee's place of residence or place of business.

Should you have any queries concerning this EULA, please write to this address:

Sound Particles
Rua da Floresta, 331,
Casal da Moura 2410-027
Leiria
Portugal