

Ableton Live 9 - Licensing Information

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 - ii. den gültigen Preis gezahlt hat und
 - iii. eine zugelassene Kopie der Software nutzt und
 - iv. ein gültiges Benutzerkonto eingerichtet hat und noch besitzt,gewährt Ableton dem Lizenznehmer eine begrenzte, nichtausschließliche Lizenz zur Nutzung und zum Kopieren der Software zur Verwendung auf seinem Computersystem bzw. Dateiserver zur lokalen Verwendung innerhalb des Lizenznehmernetzwerks. Dieses Netzwerk muss vom Lizenznehmer oder einem Mitglied der Unternehmensgruppe des Lizenznehmers besessen, geleast und/oder kontrolliert werden, welche einen Unternehmenslizenznehmer, eine Tochtergesellschaft des Unternehmenslizenznehmers im Mehrheitsbesitz, eine Muttergesellschaft mit Mehrheitsbesitz an einem solchen Unternehmenslizenznehmer und die im Mehrheitsbesitz befindlichen Tochtergesellschaften einer solchen Muttergesellschaft umfasst.
- b. Der Lizenznehmer darf die Software innerhalb seines Netzwerks von Computer zu Computer übertragen, darf sie jedoch nicht auf zusätzliche Orte außerhalb des Netzwerks kopieren oder zusätzliche Kopien zur Nutzung in anderen Netzwerken oder an anderen Orten herstellen. Die Software darf jeweils nur auf einem Computer zur selben Zeit genutzt werden. Alle in der jeweiligen Ausgabe der Ableton-Suite enthaltenen Live-Produkte sind Teil derselben von Ableton erteilten Lizenz und dürfen nur zusammen auf einem Computer zur selben Zeit genutzt werden. Der Lizenznehmer darf eine Sicherungskopie der Software erstellen.

4. Aktivierung der Software und Benutzerkonto: Zur Nutzung der Software müssen Sie die Software registrieren und mit einem Benutzerkonto verbinden und einen Freischaltsschlüssel erhalten. Sie können die Software online oder offline registrieren und aktivieren. Für die Offline-Registrierung und den Freischaltvorgang müssen Sie den Freischaltsschlüssel herunterladen und auf den Computer übertragen, auf dem Sie die Software installiert haben. Für zusätzliche Informationen siehe Abletons Website unter www.ableton.com/support. Die Übertragung bzw. Überlassung des Benutzerkontos ist ohne die ausdrückliche Zustimmung Abletons untersagt.

5. Lizenzbeschränkungen:

- a. Sie dürfen die Software nicht übersetzen, rekonstruieren, dekompileieren, disassemblieren oder von der Software abgeleitete Werke erzeugen oder die Software als „Software as a Service“ anbieten.
- b. Sie dürfen die Software oder jegliche Kopien als Ganzes oder in Teilen nicht anders als ausdrücklich in dieser Lizenz vorgesehen nutzen, kopieren, ändern oder übertragen.
- c. Sie dürfen die in der Software enthaltenen Voreinstellungen, Hörproben und Musikbeispiele nicht zwecks Verwendung in irgendeiner Form von kommerziellen Sampling-Produkten/-Paketen oder -Software ohne die ausdrückliche schriftliche Genehmigung von Ableton umformatieren, mischen, filtern, resynthetisieren oder anderweitig ändern. Gleichwohl dürfen Sie die in der Software enthaltenen Voreinstellungen, Hörproben und Musikbeispiele nutzen, um Ihre eigenen musikalischen Kompositionen zu schaffen, sofern zusätzliches Material hinzugefügt wird und die entsprechenden Voreinstellungen, Hörproben und Musikbeispiele wesentlich verändert werden. Sie dürfen die Demolieder in ihrer

musikalischen Komposition weder verwenden noch umformatieren, mischen, filtern, resynthetisieren oder anderweitig die Demolieder verändern.

- d. Die Software darf für die Vervielfältigung von Materialien und Erstellung abgeleiteter Werke hieraus verwendet werden. Die Lizenzvergabe erfolgt ausschließlich an Sie für die Vervielfältigung und Erstellung abgeleiteter Werke aus nicht urheberrechtlich geschützten Materialien, Materialien, deren Urheberrecht Sie besitzen oder Materialien, die Sie aufgrund einer Berechtigung bzw. gesetzlich zulässig vervielfältigen dürfen und woraus Sie abgeleitete Werke erstellen dürfen.
- e. Alle unter Ziffer 5 enthaltenen Punkte unterliegen insoweit der Maßgabe, dass dem Lizenznehmer das gesetzliche Recht eingeräumt wird, Software zu dekompile, um Informationen zu erhalten, die notwendig sind, um die Software mit anderer Software gemeinsam betreibbar zu machen; das Gleiche gilt für die Rekonstruktion, die Dekompilierung und die Disassemblierung der Software.

6. Übertragungsbeschränkungen:

- a. Sie dürfen die Software weder vorübergehend noch dauerhaft vermieten, leasen oder deren Unterlizenz erteilen. Gleichwohl dürfen Sie die Lizenz zur Nutzung der Software als Ganzes an eine andere Person bzw. juristische Person übertragen, mit der Maßgabe, dass
 - i. Sie die Software vollständig von Ihrem Computer bzw. Netzwerk deinstallieren, keinerlei Sicherungskopie der Software (oder ihrer Komponenten) behalten und
 - ii. diese EULA mit der Software übertragen und
 - iii. ein jeglicher solcher Abtretungsempfänger von dieser EULA gebunden sein wird und Sie sekundär haftend bleiben und
 - iv. der Abtretungsempfänger sich ein Benutzerkonto einrichtet und die Software aktiviert (während Ihre Installation gelöscht wird).

Für weitere Informationen siehe Abletons Website unter www.ableton.com/support.

- b. Die Lizenz zur Nutzung der Software, die als NFR („Nicht für den Wiederverkauf bestimmt“) gekennzeichnet ist, darf nicht verkauft oder übertragen werden.
- c. Die Lizenz zur Nutzung der Versionen von Ableton Live Lite und in anderen OEM-Versionen darf nicht ohne die vorherige Zustimmung von Ableton verkauft oder übertragen werden.
- d. Die Lizenz zur Nutzung von Ableton Suite darf nur als Ganzes verkauft bzw. übertragen werden. Das Recht zur Nutzung der in der Ableton Suite enthaltenen Live-Produkte darf nicht getrennt verkauft bzw. übertragen werden.
- e. Die Lizenz zum Testen der Software mit einem unbegrenzten Funktionsangebot während einer begrenzten Zeit von dreißig Tagen („Testversion“) ist auf eine einmalige Nutzung pro Nutzer und pro Gerät begrenzt. Der Lizenznehmer darf sich nicht unter einem anderen Namen, mit einem anderen Konto oder von einem anderen Gerät aus erneut anmelden. Nur ein Nutzer darf sich pro Gerät anmelden.
- f. Wenn Sie den Besitzübergang jeglicher Kopien der Software auf eine andere Person bzw. juristische Person außer wie oben beschrieben veranlassen, erlischt diese Lizenz automatisch.

7. Upgrades und Aktualisierungen:

- a. Zum Upgraden oder Aktualisieren der Software ist eine gültige Lizenz zur Nutzung der vorherigen Version der Software erforderlich. „Vorherige Version“ bezeichnet eine frühere Version von Live, welche auf die neuste Version upgegradet oder aktualisiert wird bzw. eine frühere Version von Live mit begrenzten Funktionen, zu der mehr Funktionen, Erweiterungen oder alle Erweiterungen der Suite Lizenz hinzugefügt werden. Wenn die Lizenz der vorherigen Version der Software an eine andere Person bzw. juristische Person übertragen wird, werden keine Upgrades oder Aktualisierungen hinzugefügt.
- b. Wenn die vorherige Version der Software als NFR gekennzeichnet ist oder war, gilt die oben beschriebene Übertragungsbeschränkung auch für die upgegradete bzw. aktualisierte Version.
- c. Im Falle eines Upgrades oder einer Aktualisierung einer vorherigen Version eines Ableton Live-Produkts auf Ableton Suite, erlischt die Lizenz zur Nutzung der vorherigen Version des jeweiligen Live-Produkts unverzüglich und wird von der Lizenz zur Nutzung von Ableton Suite ersetzt. Die oben beschriebene Übertragungsbeschränkung gilt dann für alle in der Ableton Suite enthaltenen Produkte.

- d. Upgrades und Aktualisierungen der Software werden automatisch heruntergeladen. Sie können sich von diesen automatischen Downloads abmelden, indem Sie das entsprechende Kästchen in Ihren Einstellungen ankreuzen.

8. Datenerfassung:

- a. Während des Anmelde- und Freischaltvorgangs sowie während der Aktualisierung und des Upgradens der Software und der technischen Unterstützung darf Ableton technische Informationen für die Verbesserung der Software, für Unterstützungszwecke und für die Verifizierung der Software, des Upgrades und der Aktualisierung, sammeln und nutzen. Dies unterliegt einem zusätzlichen Anmeldeverfahren.
- b. Ableton darf Informationen aus Ihrer Nutzung der Software verfolgen und sammeln („Verwendungsdaten“) und solche Verwendungsdaten in einem „Verwendungsbericht“ sammeln (z.B. OS-Version, PlugIn-Version etc.). Verwendungsdaten sind anonym. Sie können jederzeit entscheiden, ob Verwendungsberichte angefertigt werden oder nicht, indem Sie das Häkchen im entsprechenden Kästchen in Ihren Einstellungen setzen bzw. entfernen.
- c. Weitere Informationen über die Datenerfassung durch Ableton und Datenschutzregelungen für das Benutzerkonto finden Sie unter www.ableton.com/privacy-policy.

- 9. Testversionen:** Zweck der Testversionen ist die Erleichterung des Entscheidungsprozesses im Hinblick auf den Erwerb einer kommerziellen Version. Jegliche weitere Nutzung, wie zum Beispiel, aber nicht ausschließlich, Wiederverkauf, Übertragung oder öffentliche Benutzung, ist streng untersagt. Diese Bedingung gilt über die Probezeit hinaus, unabhängig davon, ob die Software mit einem begrenzten Funktionsangebot läuft oder nicht.

- 10. Ausbildungsversionen:** Versionen, die als „Ausbildungsversion“ gekennzeichnet sind, dürfen nur im Bildungsbereich von Schulen, Lehrkräften, Ausbildern, Schülern und Studenten genutzt werden. Ausbildungsversionen dürfen nur an einen Abtretungsempfänger übertragen werden, der den Erfordernissen für die Lizenzierung einer solchen Softwareversion gerecht wird. Für weitere Informationen zu solchen Erfordernissen siehe www.ableton.com/education.

11. Haftungsausschluss für kostenlose Versionen

Vorbehaltlich Unterabschnitt „12. a“ dieser Vereinbarung wird die Haftung in Zusammenhang mit den Testversionen, OEM-Versionen und Lite-Versionen außer bei Vorsatz oder grober Fahrlässigkeit ausgeschlossen. Eine Schadenersatzklage aufgrund eines rechtlichen Mangels oder eines Mangels an der Software bezüglich der Testversionen, OEM-Versionen und Lite-Versionen ist nur zulässig, wenn Ableton einen solchen Mangel arglistig verschwiegen hat. Vorbehaltlich jeglicher gesetzlicher Ansprüche, die dem Lizenznehmer von Rechts wegen zustehen können (welche hiervon unberührt bleiben), ist Ableton nicht verpflichtet, den Live Lite-Nutzern irgendeine technische Unterstützung anzubieten.

12. Haftungsbeschränkung:

- a. Ableton haftet uneingeschränkt nur entsprechend der Gesetzesbestimmungen für Schäden des Lizenznehmers, die vorsätzlich oder grob fahrlässig von Ableton oder seinen Vertretern verursacht wurden. Das Gleiche gilt für Personenschaden und Schäden gemäß dem deutschen Produkthaftungsgesetz oder vergleichbaren Gesetzen in anderen etwaig geltenden Gerichtsbarkeiten.
- b. Im Übrigen ist die Haftung von Ableton für Schadenersatzansprüche – gleich aus welchem Rechtsgrund – nach Maßgabe der folgenden Bedingungen begrenzt, sofern aus einer ausdrücklichen Garantie von Ableton nichts anderes hervorgeht:
 - i. Für Schäden, die durch leichte Fahrlässigkeit verursacht wurden, haftet Ableton nur insoweit, als dass durch sie vertragliche Pflichten (Kardinalpflichten) beeinträchtigt werden. Kardinalpflichten sind diejenigen vertraglichen Verpflichtungen, die erfüllt sein müssen, um die ordnungsgemäße Erfüllung des Vertrages sicherzustellen und auf deren Einhaltung der

- Nutzer vertrauen können muss. Insoweit Ableton hiernach für leichte Fahrlässigkeit haftbar ist, ist die Haftbarkeit Abletons auf die üblicherweise vorhersehbaren Schäden begrenzt.
- ii. Die Haftung von Ableton für Schäden, die durch Datenverluste und/oder durch leichte Fahrlässigkeit verlorene Programme verursacht wurden, ist auf die üblichen Instandsetzungskosten begrenzt, die im Falle regelmäßiger und angemessener Datensicherung und regelmäßigen und angemessenen Datenschutzes durch den Lizenznehmer entstanden wären.
 - iii. Die Bestimmungen des oben stehenden Absatzes gelten entsprechend für die Schadensbegrenzung für vergebliche Aufwendungen (§ 284 des Bürgerlichen Gesetzbuchs [BGB]).
- c. Die vorstehenden Haftungsbeschränkungen gelten auch für die Vertreter Abletons.

13. Schadenersatz:

Anm.: DIESER ABSCHNITT FINDET AUF SIE KEINE ANWENDUNG.

14. Inhalte und Anwendungen Dritter

- a. In der Software können Inhalte, Software oder weitere urheberrechtlich geschützte Materialien Dritter („Inhalte Dritter“) verwendet werden oder beinhaltet sein. Die Geschäftsbedingungen Ihrer Nutzung solchen Materials, wie es in der Software enthalten ist, finden sich in dem Verzeichnis mit dem Titel „Rechtliches“, der mit der Software geliefert wird. Ihre Nutzung solchen Materials von Dritten unterliegt deren entsprechenden Geschäftsbedingungen. Durch Zustimmung zu dieser EULA erklären Sie sich auch mit den etwaigen zusätzlichen, dort aufgeführten Geschäftsbedingungen einverstanden. Ableton schließt ausdrücklich jegliche Gewährleistungen in Zusammenhang mit den Inhalten Dritter aus und übernimmt diesbezüglich keinerlei Haftung.
- b. Ihre Nutzung der Software ermöglicht es Ihnen ggf., sich mit Anwendungen oder Websites Dritter zu verbinden („Anwendungen Dritter“), wie z.B. **Team Viewer®**. Ihre Nutzung der Anwendungen Dritter unterliegt deren Geschäftsbedingungen. Durch Zustimmung zu dieser EULA erklären Sie sich auch mit den etwaigen zusätzlichen, dort aufgeführten Geschäftsbedingungen einverstanden. Ableton schließt ausdrücklich jegliche Gewährleistungen in Zusammenhang mit den Anwendungen Dritter aus und übernimmt diesbezüglich keinerlei Haftung.
- c. Ableton übernimmt keine Haftung für Kosten, die aus Dienstleistungen entstehen, welche vom Lizenznehmer verlangt werden, die nicht von Ableton angeboten werden. Dies gilt insbesondere für Kosten der Datenübertragung vom oder zum Gerät des Lizenznehmers an einen Dritten oder jegliche Kosten zusätzlichen Speicherplatzes oder für Dienstleistungen von Soundcloud™.
- d. Sämtliche Punkte dieses Abschnitts unterliegen Abschnitt 12. a dieser Vereinbarung.

15. Laufzeit:

Der Lizenznehmer darf diese EULA jederzeit kündigen, indem er die Software zusammen mit sämtlichen Kopien in jeglicher Form zerstört.

16. Ausführbeschränkungen:

Anm.: DIESER ABSCHNITT FINDET AUF SIE KEINE ANWENDUNG.

17. Geltendes Recht/Erfüllungsort und Gerichtsstand/Streitbeilegung:

- a. Es gilt, mit Ausnahme des Übereinkommens der Vereinten Nationen über Verträge über den internationalen Warenkauf (CISG), ausschließlich deutsches Recht, selbst wenn der Lizenznehmer seinen Wohn- oder Geschäftssitz im Ausland hat. Wenn der Lizenznehmer ein Verbraucher ist, gilt diese Rechtswahl nur insoweit, als dem Verbraucher nicht der Schutz entzogen wird, der ihm durch diejenigen Bestimmungen gewährt wird, von denen durch Vereinbarung kraft Gesetzes, das nach

Paragraph 6 I des ROM I (VERORDNUNG (EG) Nr. 593/2008) mangels einer Rechtswahl anzuwenden wäre, nicht abgewichen werden darf.

- b. Der Erfüllungsort ist Berlin, Deutschland.
- c. Für alle bestehenden und zukünftigen Forderungen aus dieser Vereinbarung ist der ausschließliche Gerichtsstand Berlin. Derselbe Gerichtsstand gilt, falls der Lizenznehmer keinen allgemeinen Gerichtsstand innerhalb Deutschlands hat, falls er seinen Wohnsitz oder gewöhnlichen Aufenthalt außerhalb des Landes verlegt oder falls sein Wohnort oder gewöhnlicher Aufenthalt zu dem Zeitpunkt der Einleitung eines Gerichtsverfahrens unbekannt ist. Zwingende Rechtsvorschriften des EuGVVO (Europäische Gerichtsstands- und Vollstreckungsverordnung bzw. Verordnung (EG) des Rates über die gerichtliche Zuständigkeit und die Anerkennung und Vollstreckung von Entscheidungen in Zivil- und Handelssachen) bleiben hiervon unberührt.

Durch Zustimmung zu diesen Geschäftsbedingungen und für den Fall jeglicher Forderung Ihrerseits, die aus der Software oder dieser EULA entsteht oder mit ihr in Zusammenhang steht, erklären Sie hiermit Ihren Verzicht auf jegliches Recht sich an einem Rechtsstreit zu beteiligen, der als Sammelklage oder in einer Sammelklagen ähnlichen Art angestrengt bzw. geführt wird.

18. Allgemeines:

- a. Der Lizenznehmer darf Forderungen von Ableton nur mit unbestrittenen oder rechtskräftig festgestellten Gegenansprüchen aufrechnen. Der Lizenznehmer darf ein Zurückbehaltungsrecht nur dann ausüben, wenn sein Gegenanspruch auf demselben Vertragsverhältnis beruht. Die Abtretung der Forderungen des Lizenznehmers gegen Ableton ist unzulässig.
- b. Alle in dieser Vereinbarung nicht ausdrücklich eingeräumten Rechte bleiben vorbehalten.
- c. Die Nichtausübung oder verspätete Ausübung jeglicher Rechte durch Ableton im Rahmen dieser EULA bzw. im Falle eines Verstoßes gegen diese EULA gelten nicht als Verzicht auf diese Rechte bzw. die Geltendmachung von Rechtsmitteln gegen diesen Verstoß.

Alle in diesem Dokument verwendeten personenbezogenen Bezeichnungen gelten sowohl für Personen weiblichen als auch männlichen Geschlechts.

C) エンドユーザー使用許諾契約

重要:

以下の法的契約をよくお読みください。

本エンドユーザー使用許諾契約(「EULA」)は、ユーザー(一個人または団体の代表として、以降「ユーザー」、「ライセンシー」、または「エンドユーザー」)および Ableton AG(「Ableton」)間の、本契約に記載のソフトウェアを本契約の規定に従い使用する、および、Ableton またはサードパーティにより支払顧客のために提供される追加の(必須の)サービスを使用するライセンスをユーザーに供与するための法的契約です。本 EULA は、ユーザーによる本ソフトウェア購入時(小売店またはインターネット経由)の購入契約とは無関係です。

本 EULA の後にある同意ボタンをクリックする、および/またはソフトウェアをインストールおよび/または使用(下での定義どおり)することにより、本 EULA を読み、その条件を理解し、それらの条件を遵守することに同意します。法人またはその他の団体の代表として EULA に同意する場合、ユーザーは、ユーザーにそれを行う権限があることを宣します。

1. 定義:

- a. 「Live」とは、Ableton Live とすべてのプリセット、サウンドサンプル、音楽例、ビデオファイル、付属のソフトウェアインストールメントおよびエフェクト、データおよびその他のコンテンツ、または Ableton により本ソフトウェアとともに提供される読み出し専用バージョンのその他の Ableton 製品を意味します。「Live」は、Ableton Suite、Ableton Live Intro、あらゆるアップデート、アップグレード、LE バージョン、Lite バージョン、OEM バージョン、または Ableton によりライセンシーに対してライセンス供与された修正バージョンの Live も意味します。
- b. 「拡張」とは、Ableton からライセンシーへ別途提供されたシリアルナンバーを伴う Live へのアドオン、および、すべてのアップデートおよびアップグレードを意味します。
- c. 「本ソフトウェア」とは、Live およびすべての拡張を意味します。
- d. 「Ableton Suite」とは、Ableton Live および Live とともにバンドルとしてライセンシーに対してライセンス供与されたその他の製品の組み合わせを意味します。
- e. 「ユーザーアカウント」とは、登録とオーソライズに必要なオンラインアカウントを意味します。詳しくは <https://www.Ableton.com/signup> をご覧ください。
- f. 「消費者」とは、取引または職業以外と見なされる目的のために本ソフトウェアの使用を許諾された自然人であるライセンシーを意味します。
- g. 「無償版」とは、Lite バージョン、OEM バージョン、トライアルバージョンを含む、Ableton よりユーザーに対して無償で提供された本ソフトウェアを意味します。

2. 所有権/知的財産権:

- a. ユーザーは、ライセンシーとして、本製品のダウンロード、インストール、コピーまたは使用により本ソフトウェアへの所有権を取得しません。本ソフトウェアは、著作

権と国際著作権条約、およびその他の知的財産の法律および条約により保護されます。本契約に記載の本ソフトウェアを使用する権利は、Abletonによりユーザーに対して、販売されるのではなく、ライセンス供与されます。

- b. 本ソフトウェアに含まれる商標は、ドイツ、アメリカ合衆国、および/またはその他の国におけるAbleton AGの商標または登録商標です。サードパーティの商標、商号、製品名、ロゴは、各社の商標または登録商標です。本ソフトウェアに含まれる商標、商号、製品名、ロゴ、著作権またはその他の所有権通知、凡例、シンボル、ラベルを削除または改変してはなりません。本EULAは、Abletonの名前またはそのライセンサーの名前、または、Abletonまたはそのライセンサーの商標の使用をユーザーに許可するものではありません。
 - i. ユーザーとAbletonの間において、Abletonは、本ソフトウェアのメディアまたは形態（オンライン、ディスク、またはその他）にかかわらず、（すべての著作権、商標、特許を含む）本ソフトウェアのすべての権利、権原、および所有権を所有します。
 - ii. ライセンサーは、EULAの有効期間中または有効期間後いつでも、本ソフトウェアに対するAbletonの排他的権利と権原またはその正当性を直接または間接的に争うまたは意義を唱えることはできません。
 - iii. ユーザーは、本ソフトウェアのいかなる「ルック&フィール」を含むソフトウェア、または、本ソフトウェアの二次的著作物の開発を試みてはなりません。

3. ライセンス許諾:

- a. 次の条件に従ってライセンスを許諾します。
 - i. ライセンサーが、本ソフトウェアを含むデータキャリアの所有権を法的に取得した（善意により所有権を取得したものを除く）、または、製品キーを購入し Ableton または正規販売店により本ソフトウェアをダウンロードする許可を得た、および
 - ii. 適用価格を支払った、および
 - iii. 本ソフトウェアのオーソライズ済みコピーを使用している、および
 - iv. ユーザーアカウントを登録し所有している。

Ableton は、ライセンサーに対して、本ソフトウェアを使用およびコピーする限定的かつ非排他的ライセンスを、ライセンサーのコンピューターシステムまたはライセンサーのネットワーク内でのローカル使用向けのファイルサーバーで使用に対して許諾します。このネットワークは、ライセンサーまたはライセンサーの企業集団（ここには企業ライセンサー、企業ライセンサーが過半数を所有する子会社、このような企業ライセンスの過半数を所有するあらゆる親会社、およびこのような親会社が過半数を所有する子会社が含まれます）のメンバーより所有、リース、および/またはコントロールされなければなりません。

- b. ライセンサーは、ライセンサーのネットワークを介して本ソフトウェアをあるコンピューターから別のコンピューターに移すことができますが、このネットワーク外の別の場所にコピーしたり、別のネットワークまたは場所で使用するために追加コピーを作成することはできません。本ソフトウェアは、1 回に 1 台のコンピューター上でのみ使用できます。Ableton Suite エディションに含まれるすべての Live 製品は、Ableton により許諾される同一のライセンスの一部であり、単一のバンドルとして、1 回に 1 台のコンピューターでのみ使用できます。ライセンサーは、本ソフトウェアのバックアップコピーを 1 つ作成することができます。

4. **ソフトウェアのアクティベーションとユーザーアカウント:** 本ソフトウェアを使用するには、本ソフトウェアを登録し、ユーザーアカウントに関連付け、アンロックキーを取得する必要があります。本ソフトウェアは、オンラインまたはオフラインで登録およびアクティベートできます。オフライン登録とアンロック手順では、アンロックキーをダウンロードし、本ソフトウェアがインストールされているコンピューターに転送する必要があります。詳しくは、Ableton ウェブサイト www.Ableton.com/support をご覧ください。ユーザーアカウントの移譲または譲渡は、Ableton による明示的同意がない限り禁止されています。

5. ライセンス制限:

- a. 本ソフトウェアの翻訳、リバース・エンジニアリング、逆コンパイル、逆アセンブル、本ソフトウェアからの二次的著作物の創作、または本ソフトウェアの「サービスとしてのソフトウェア」としての提供はできません。
- b. 本ソフトウェアの使用、コピー、改変、移譲、または、全体または一部の複製は、本ライセンスに明示的に規定されている場合を除き、できません。
- c. Ableton の書面による明示的同意がない限り、あらゆる種類の商用サンプリング製品/パッケージまたはソフトウェアで使用する目的で、本ソフトウェアに含まれるプリセット、サウンドサンプル、および音楽例を再フォーマット、ミックス、フィルター、再合成、またはその他の変更を行うことはできません。ただし、追加素材が加えられ、プリセット、サウンドサンプル、音楽例が著しく変容するという場合、ユーザー独自の音楽作品を作成するために本ソフトウェアに含まれるプリセット、サウンドサンプル、音楽例を使用することができます。ユーザーの音楽作品にデモソングを使用したり、デモソングを再フォーマット、ミックス、フィルター、再合成、またはその他の変更を加えることはできません。
- d. 本ソフトウェアは、素材の再現と、それにより生じる二次的著作物の作成に使用することができます。著作権のない素材の二次的著作物の再現と作成、ユーザーが著作権を有する、または複製権を有するか複製を法的に認められたマテリアルの複製およびそれにより生じる二次的著作物の作成のためにのみ、ユーザーに対してライセンス許諾されます。
- e. 第 5 条に含まれる項目はすべて、本ソフトウェアの他のソフトウェアとの相互運用に必要な情報を得るためにソフトウェアを逆コンパイルする、法律によりライセンシーに認められる権利の範囲内に従うものであり、同じことは本ソフトウェアのリバース・エンジニアリング、逆コンパイル、逆アセンブルにも適用されます。

6. 移譲への制限:

- a. ユーザーは、本ソフトウェアのレンタル、リース、またはサブライセンスの付与を一時的または恒久的に行うことはできません。ただし、次の条件に従って、本ソフトウェアを使用するライセンスをまとめて別の個人または団体に移譲することができます。
 - i. ユーザーのコンピューターまたはネットワークから本ソフトウェアを完全にアンインストールし、本ソフトウェア（またはそのコンポーネント）のバックアップコピーを保有しない、および
 - ii. 本 EULA を本ソフトウェアと共に移譲する、および
 - iii. 移譲を受ける者が本 EULA の対象となり、ユーザーが二次的に責任を負い続ける、および
 - iv. 移譲を受ける者がユーザーアカウントを登録し、本ソフトウェアをアクティベートする（ユーザーのインストールは登録を解除される）。

詳しくは、Ableton ウェブサイト www.Ableton.com/support をご覧ください。

- b. NFR (Not for Resale、再販禁止) と記載されている本ソフトウェアを使用するライセンスは、売却または移譲できません。
- c. Ableton Live Lite バージョンおよびその他の OEM バージョンを使用するライセンスは、Ableton の事前の同意のない限り売却または移譲できません。
- d. Ableton Suite を使用するライセンスは、全体としてのみ売却または移譲できます。Ableton Suite に含まれる Live 製品を使用する権利は、個別に売却または移譲できません。
- e. 機能制限のある本ソフトウェアを 30 日間の期限にわたって試用する権利は、1 ユーザーおよび 1 ハードウェアデバイスに対して 1 回に制限されています。ライセンシーは、別名、別アカウント、別ハードウェアデバイスで再登録できません。1 ハードウェアごとに 1 ユーザーのみ登録できます。
- f. 上記以外で本ソフトウェアのコピーの所有を別の人または団体に移譲する場合、このライセンスは自動的に解除されます。

7. アップグレードとアップデート:

- a. 本ソフトウェアのアップグレードまたはアップデートを行うには、本ソフトウェアの前バージョンを使用するための有効なライセンスが必要です。「前バージョン」とは、最新バージョンにアップグレード/アップデートする Live の元バージョン、および、より多くの機能、拡張、または Suite ライセンスのすべての拡張が追加される機能制限のある Live の元バージョンです。本ソフトウェアの前バージョンに対するライセンスが別の人または団体に移譲された場合、このライセンスに対するアップグレードまたはアップグレードは行われません。
- b. 本ソフトウェアの前バージョンが NFR であるまたは NFR であった場合、アップグレードまたはアップデートされたバージョンにも上記の移譲の制限が適用されます。
- c. 前バージョンの Ableton Live 製品から Ableton Suite にアップグレードまたはアップデートする場合、この Live 製品の前バージョンを使用するためのライセンスは即時解除され、Ableton Suite を使用するライセンスに取って代わられます。そして、上記の移譲の制限が Ableton Suite に含まれるすべての製品に適用されます。
- d. 本ソフトウェアへのアップグレードおよびアップデートは、自動的にダウンロードされます。これらの自動ダウンロードは、[環境設定]の指定のボックスのチェックマークを解除することで停止することができます。

8. データ収集:

- a. 本ソフトウェアの登録処理およびアンロック、アップデート、またはアップグレード中、および、テクニカルサポートが提供されたとき、Ableton は、本ソフトウェアの向上、サポート目的、本ソフトウェアの検証、アップグレードおよびアップデートのため、技術情報を収集および使用することができます。これは、追加の登録処理を経て実施されます。
- b. Ableton は、ユーザーの本ソフトウェアの使用(使用データ)から情報を追跡および収集し、これらの使用データを「使用レポート」(OS バージョン、プラグインバージョンなど)に集約します。使用データは無記名です。使用レポートの作成は、[環境設定]の

指定のボックスのチェックマークをオンまたはオフにすることでいつでも変更することができます。

- c. ユーザーアカウントに関する Ableton のデータ収集とプライバシーポリシーについては、www.Ableton.com/privacy-policy をご覧ください。

9. トライアルライセンス: トライアルライセンスの目的は、商用バージョンの購入に関する意思決定プロセスに役立てるためです。再販売、移譲、または公共使用を含む(がそれに限定されない)その他のあらゆる使用は固く禁止されています。この条件は、本ソフトウェアが機能制限のある状態で実行されているかどうかにかかわらず、トライアル期間後にも延長されます。

10. アカデミック版: 「アカデミック版」と記載されているバージョンは、教育上の目的で学校、教員、講師、および学生のみ使用できます。アカデミック版は、本ソフトウェアのアカデミックライセンスの条件に合致する対象に対してのみ移譲できます。条件について詳しくは、www.Ableton.com/education をご覧ください。

11. 保証の否認: ユーザーは、適用法が許容する限りにおいて、本ソフトウェアおよび本ソフトウェアによって実行またはアクセスされる一切の本サービスを使用する上での危険はユーザーのみが負担し、品質適合性、性能、正確性および努力に関する包括的危険は、ユーザーにあることを明確に認識し同意します。適用法が最大限に許容する限りにおいて、本ソフトウェアは、すべての瑕疵を問わずかつ一切の保証を伴わない「現状渡し」で提供され、Ableton は、本ソフトウェアに関するすべての明示、黙示または法令上の保証および条件を明確に否認します。当該保証および条件には、商品性、品質適合性、特定目的適合性、正確性、平穩享有権および第三者の権利非侵害性を含みこれに限られません。Ableton は、本ソフトウェアの娯楽性の妨害がないこと、本ソフトウェアに含まれる機能がお客様の要求を満足させるものであること、本ソフトウェアが支障なくもしくは誤りなく作動すること、または本ソフトウェアの瑕疵が修正されることを保証しません。Ableton または Ableton の権限ある代表者の、口頭もしくは書面による情報または助言の一切は、新たな保証を行うものではありません。本ソフトウェアに瑕疵が判明した場合、Ableton はライセンシーの本ソフトウェアのコピーを交換することを選択できます。黙示の保証の免責または適用のある消費者法令上の権利の制限を法的に認めない地域において、上記の免責および制限は、ユーザーに適用されない場合があります。

12. 責任の制限: 適用法令により禁止されない限り、Ableton およびその関連会社は、本ソフトウェアの使用または使用不可または本ソフトウェアにより生じる瑕疵(ユーザーのコンピューター、オペレーティングシステム、またはファイルのセキュリティ侵害、またはサポートサービスの提供または提供負荷を含むがそれに限定されない)に起因する、逸失利益、仕事の中断、データまたは情報の消失、またはその他の金銭上の損失を含む(がそれに限定されない)付随的損害、特別損害、間接損害または二次的損害等について、責任事由(契約、不法行為等)にかかわらず、いかに発生しようと、Ableton が当該損害の可能性を示唆されていた場合においても、一切の責任を負いません。いかなる場合であっても、本 EULA 条項に基づく Ableton の責任は、本ソフトウェアに対してユーザーが実際に支払った金額または本ソフトウェアと相当する小売価格の製品との交換に制限され、Ableton がその独占的な自由裁量権で選択します。責任の免除または制限を法的に認めない地域において、上記の制限は、部分的または全体的にユーザーに適用されない場合があります。

13. **補償:** ライセンシーは、(a) ユーザーによる本 EULA 条項の違反、(b) ユーザーによるサードパーティの権利の侵害、または (c) ユーザーによる本ソフトウェアの使用または不正使用に関連するおよび/またはそれらにより生じるあらゆる要求、訴訟、または訴因から生じるありとあらゆる責任、費用、損失、損害、経費(妥当な弁護士報酬および費用を含む)について、Ableton およびその関連会社およびその役員、従業員、取締役、エージェント、ライセンシー(ユーザーを除く)、サブライセンシー(ユーザーを除く)、相続人、および譲受人に対して補償、弁護、および無害を保つことに同意します。直前の条項で規定されるユーザーの補償の義務は、本 EULA の解除後も存続します。

14. サードパーティコンテンツとアプリケーション

- a. 本ソフトウェアは、サードパーティのコンテンツ、ソフトウェア、またはその他の著作権のある素材(サードパーティコンテンツ)を利用または含んでいます。本ソフトウェアに含まれるこれらの素材のユーザーによる使用の一般取引条件は、本ソフトウェアに付属の[Legal]フォルダーにあります。これらのサードパーティ素材は各社の一般取引条件に準拠します。本 EULA に同意することにより、ユーザーはここで規定される追加の一般取引条件にも同意するものとします。Ableton は、サードパーティコンテンツに関連するすべての保証を明示的に否認し、それらに一切の責任を負いません。
- b. 本ソフトウェアを使用することにより、**Team Viewer®**などのサードパーティアプリケーションまたはウェブサイトに接続できます。サードパーティアプリケーションの使用は各社の一般取引条件に準拠します。本 EULA に同意することにより、ユーザーはここで規定される追加の一般取引条件にも同意するものとします。Ableton は、サードパーティアプリケーションに関連するすべての保証を明示的に否認し、それらに一切の責任を負いません。
- c. Ableton は、ライセンシーにより要求され、Ableton により提供されないサービスにより生じる費用に対して責任を負いません。これは、ライセンシーのデバイスとサードパーティ間のデータ転送の費用、Soundcloud™の追加ストレージスペースまたはサービスの費用に特に適用されます。

15. **期間:** ライセンシーは、本ソフトウェアとあらゆる形態のコピーすべてを破壊することで、本 EULA をいつでも解除できます。この EULA は、本 EULA に規定の条件に基づき、または、ライセンシーが本 EULA のいずれかの条項または条件を遵守しない場合、ライセンシーへの通知なく自動解除されます。ライセンシーは、本ソフトウェアとあらゆる形態のコピーすべてを破壊することで、本 EULA をいつでも解除できます。

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17. 準拠法/紛争解決: 本 EULA は、ニューヨーク州法およびアメリカ合衆国法を準拠法とし、同法に従って解釈されるものとします。本 EULA には、国際物品売買契約に関する国際連合条約は適用されず、その適用は明示的に排除されるものとします。これらの一般取引条件に同意することにより、本ソフトウェアまたは本 EULA により生じるまたはそれに関連する要求をユーザーが有する場合、アメリカ合衆国ニューヨーク州ニューヨークに位置する裁判所の排他的私有および係争管轄となることに同意し、またこれにより、集団訴訟または集団訴訟に似た同様の訴訟として告訴されるおよび/または主張されるあらゆる種類の訴訟に関与する権利を放棄します。Ableton は、世界各国のあらゆる場所の裁判所においてユーザーに対してあらゆる訴訟を起こし、ユーザーに対して法的または公平な救済手段を追求し許可を受ける権利を留保します。

18. 総則:本契約は、本契約の主体に関する Ableton およびライセンシーの間の完全かつ排他的な合意を構成し、口頭または書面にかかわらず、すべての提案、表明、暗黙の合意、本契約締結以前の約束、および、両当事者間の関連するすべてのその他のやりとりに優先します。本契約にて明示的に許諾されないすべての権利は留保されます。無効または法的強制力がないものと判明した本契約のあらゆる条項は削除されたものとみなされ、本契約のその他の条項には影響しないものとします。本 EULA に基づくまたは本 EULA の不履行に基づく Ableton の権利の不履行または履行の遅延は、これらの権利または不履行の権利放棄とはみなされません。

D) WRITTEN OFFER FOR SOURCE CODE

For binaries that you receive from Ableton on physical media that are licensed under any version of the GNU LGPL, you can receive a complete machine-readable copy of the source code by sending a written request to:

Ableton AG
Attn: Tech Support Team
Schönhauser Allee 6-7
10119 Berlin
Germany

Your request should include:

- (i) the name of the covered binary,
- (ii) the version number of the Ableton product containing the covered binary,
- (iii) your name,
- (iv) your company name (if applicable) and
- (v) your return mailing and email address (if available).

We may charge you a nominal fee to cover the cost of the media and distribution.

Your request must be sent within three (3) years of the date you received the LGPL covered code.

E) THIRD PARTY LICENSING INFORMATION

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Stack-less Just-In-Time compiler

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