

Ocean Swift Wavetable Creator and Wavetable Packs

End User License Agreement (EULA)

This End User License Agreement (“Agreement”) is a legal agreement between you (“User”) and Ocean Swift (“Licensor”) regarding the use of **Ocean Swift wavetable files** and the **Ocean Swift Wavetable Creator** (“Products”).

By purchasing, downloading, or using any Ocean Swift wavetable files or the Ocean Swift Wavetable Creator, you agree to the terms outlined below.

Ocean Swift wavetable files - Refers to any wavetables sold in Ocean Swift Wavetable packs (such as Designer Series).

1. License Grant

Ocean Swift grants the User a non-exclusive, worldwide, and royalty-free license to:

- **Create and Sell Wavetables:** Use the **Ocean Swift Wavetable Creator** to create wavetables. These wavetables are the User’s intellectual property and may be freely sold, distributed, or commercialized as standalone wavetable packs or as part of other creative works.
 - **Use in Commercial Products:** Use **Ocean Swift wavetable files** in commercial products, including synthesizers, preset packs, or other sound-based products, provided the wavetables are embedded within the product and not distributed as standalone wavetable packs.
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2. Permitted Uses

The User is permitted to:

- **With the Ocean Swift Wavetable Creator:** Modify and distribute wavetables created using the Ocean Swift Wavetable Creator in any format, including as standalone wavetable packs.
 - **With Ocean Swift Wavetable Files:** Embed **Ocean Swift wavetable files** from Ocean Swift wavetable packs in larger creative works such as synthesizers, preset packs, or sound-based products.
 - Use all wavetables in both personal and commercial projects without royalties to Ocean Swift.
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3. Restrictions

The User may not:

- Redistribute **Ocean Swift wavetable files** from Ocean Swift wavetable packs as standalone wavetable packs, even if modified or repackaged.

Example: You may include Ocean Swift wavetable files in a synthesizer or preset pack as part of a larger product but cannot sell or distribute them as a wavetable pack on their own.

4. Ownership

- Ocean Swift retains all intellectual property rights to the original **Ocean Swift wavetable files** and the **Ocean Swift Wavetable Creator** software.
 - Wavetables created by the User using the **Ocean Swift Wavetable Creator** are considered the User's intellectual property and are not subject to any claim by Ocean Swift.
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5. Disclaimer of Warranties

The Products are provided "as-is," without warranty of any kind. Ocean Swift disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6. Limitation of Liability

Ocean Swift shall not be held liable for any damages arising from the use or inability to use the Products, including but not limited to direct, indirect, incidental, special, or consequential damages.

7. Termination

This Agreement remains effective unless terminated. Ocean Swift may terminate this Agreement if the User violates any terms. Upon termination, the User must cease all use of **Ocean Swift wavetable files** and Products.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Israel.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, whether written or oral.