



# DEHUMANISER

## SIMPLE MONSTERS



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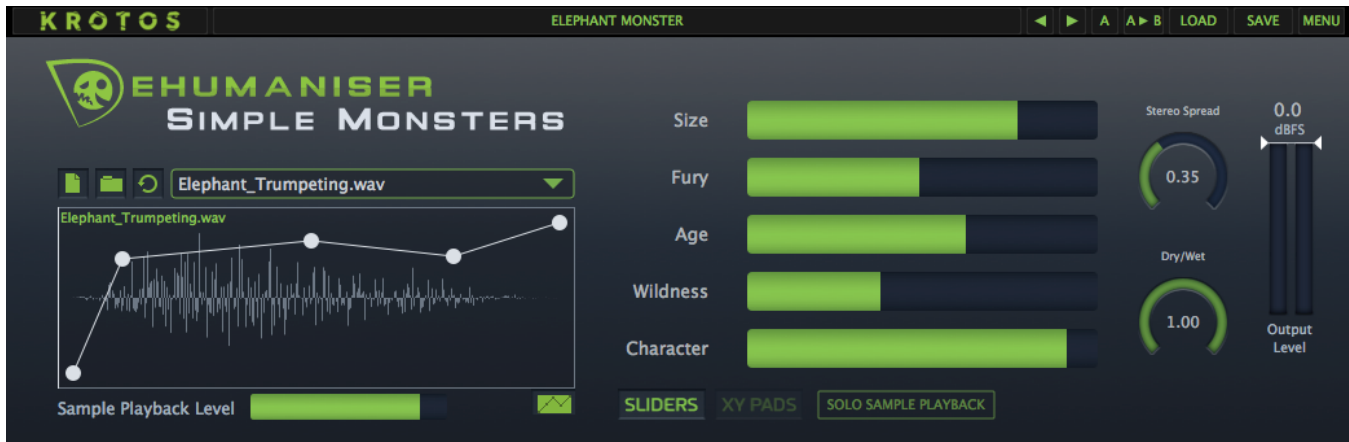
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# 1 Introduction and Overview

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Simple Monsters is vocal processing software allowing for the production of creature / monster sounds, efficiently in real time. It is designed to produce studio-quality sounds by using multiple layers of sound manipulation techniques simultaneously.



Connect a microphone to your audio interface or use your computer's built-in microphone to create astonishing sounds in seconds. Drop Simple Monsters into a session in your DAW of preference and design in real-time, working with video or other assets. You can use the plugin in Pro Tools, Reaper, Logic, Cubase, Ableton Live, Nuendo, Digital Performer or Adobe Audition.

Simple Monsters provides a number of pre-designed creature sound presets. These presets can be changed manually through use of 6 sliders or two X/Y pads, and can be saved as new presets. The plugin allows for the creation of unique creature sounds of different pitch, character and type, which react to the software's settings as well as the input voice's timbre.

Additionally, Simple Monsters has the option to use a pre-recorded sound file as an input. The user can play a recorded voice on a loop and adjust the settings while listening in order to achieve the desired result, or insert the plugin on a track in an existing session.

Based on the DSP behind Krotos' acclaimed plugin 'Dehumaniser II', it can be used for films, video games, theatrical performances and many other types of entertainment applications.

The sound produced by Simple Monsters varies greatly depending on the input. A different audio file or performer can produce a very different result. To give you a quick idea of what is possible, we've included a set of example audio files to be used as an input for Simple Monsters.

You can find them in

[Applications > Krotos > VoiceSamples](#) on OS X and in [Program Files > Krotos > VoiceSamples](#) on Windows.

## 2 Installation and Authorization

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### 2.1 Installation

After purchasing Simple Monsters from our website you will receive an e-mail with a download link for downloading the software.

Unzip the file and Install the software by double clicking on the installer file for Mac and .msi file for Windows and follow the instructions.

Your email will also include an activation code. This is a unique number associated with your license, which you will need to keep safe. You will need this to authorize your software using the iLok system.

To uninstall Simple Monsters, run the Uninstaller provided in the Krotos folder of your Applications folder (OS X) or Program Files folder (Windows).

### 2.2 Authorization

Simple Monsters supports iLok for copy protection. This is an industry-standard solution, which has been requested by our customers. We have chosen to use this option as it both protects our software and offers a highly flexible way of managing your plugin license.

You do not need an iLok dongle/USB key to use Simple Monsters.

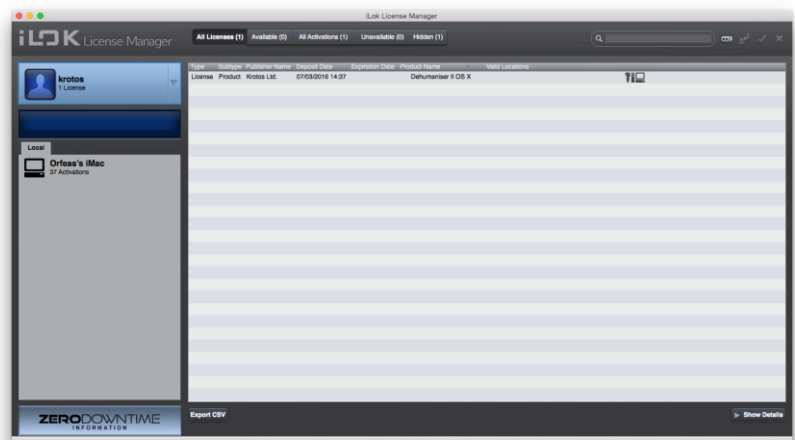
iLok is a USB enabled smart key device that holds licenses for participating software products. A single iLok can store up to 500 separate licenses (2<sup>nd</sup> Generation), or 118 separate licenses (1<sup>st</sup> Generation). You can have licenses from multiple software publishers on the same iLok, and multiple iLoks can be connected to a computer to authorize software products. The iLok is portable, convenient, and hassle free.

iLok also supports online activation and cloud-based license management, so you can activate and move your license between computers (and dongles) easily. This is all done using the iLok License Manager.

You will need an iLok ID/account to use the software.

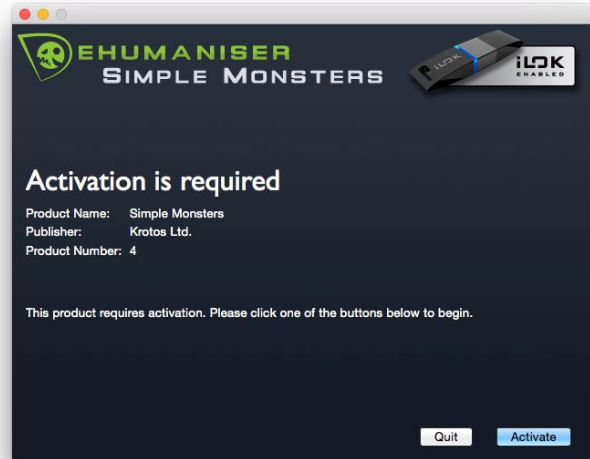
You can create an account for free at <http://www.ilok.com/>.

Then you will need to download iLok License Manager.

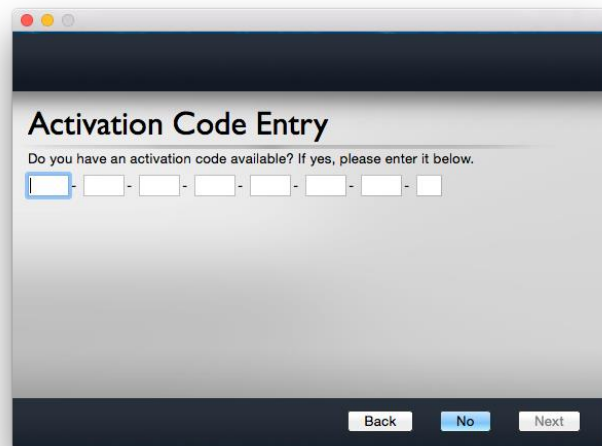


The easiest method to authorize your copy of Simple Monsters is to open your DAW and attempt to run the plugin. Some DAWs will automatically scan your plugin folder or startup and prompt you to authorize any new plugins. If this does not occur, open a copy of Simple Monsters in your session. An iLok window should appear.

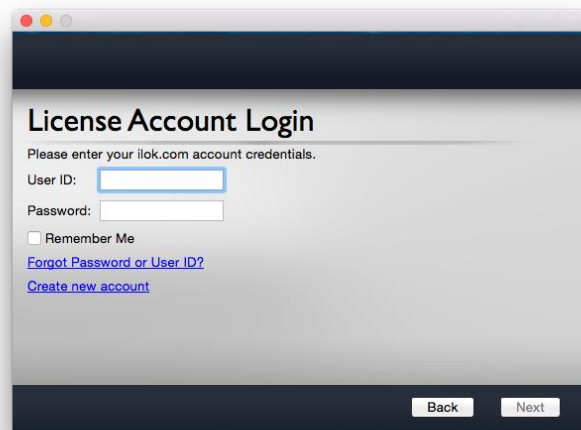
Click 'Activate'.



You will have received an activation code in an email when you purchased your copy of Simple Monsters. Enter it here. You might be able to copy-paste it into the first box, and the code will fill the remaining boxes. If your code is correct, you will be able to click 'Next'.



You will now need to log into your iLok account. Enter your User ID and password. You may need to wait a minute for your license to activate. Ensure you are connected to the internet.



At this point you will be prompted to choose the location for your license. You can activate it directly onto our local machine (the computer you are currently using) or to an iLok dongle. If you intend to move your copy of Dehumaniser Simple Monsters between computers regularly, we recommend you purchase a dongle and choose this option. You can also deactivate your license from specific computers, or move it to, or from, a dongle later using the iLok License Manager.

*NB: You will only be able to use your license on one computer at a time.*

If your activation code is valid, and you have been able to log in to your iLok account successfully, your plugin will now be validated and ready for use.

If you have any issues activating or managing your plugin license, refer to <https://www.ilok.com/> - !faq or contact Krotos customer support.

Once installed, you will find Simple Monsters in the appropriate location on your computer for each plugin format.

On OS X:

AudioUnits: Macintosh HD / Library / Audio / Plugins / Components  
VST: Macintosh HD / Library / Audio / Plugins / VST  
AAX: Macintosh HD / Library / Application Support / Avid / Audio / Plugins

On Windows:

VST: C:/Program Files/Steinberg/VSTPlugins  
AAX: C:/Program Files/Common Files/AVID/Audio/Plugins

Our Windows installers also allow for the option to select where to install the VST version of the plugin (if you have an alternate VST plugins folder you prefer to use). Unfortunately, the AAX plugin must be installed in this directory.

The software includes factory libraries of presets will can be found at the following locations. We recommend you make a copy of these before you uninstall or update your software.

Macintosh HD /Library/Application Support/Krotos/Simple Monsters/Library/Presets

C:/Users/(Your Username)/AppData/Roaming/Krotos/Simple Monsters/Library/Presets

To uninstall the software, you will find an uninstaller which is do this automatically in following location:

Macintosh HD /Applications/Krotos/Simple Monsters/UninstallISM

Program Files/Krotos/Dehumaniser/unins000.exe

## 3 Controls

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Simple Monsters takes a new approach to software that may be familiar to some. The plugin takes much of the processing from our acclaimed 'Dehumaniser II' plugin and reduces it into a simple, but powerful user interface.

We've created a new and unique system for interacting with complex layers of Digital Signal Processing. The sliders and X/Y pads control a small number of parameters, which in-turn interpolate between a larger number of parameters behind-the-scenes, so you can design dynamic characters quickly and easily. This approach is also ideal for use with voice actors, who may not have a technical sound background, but who appreciate descriptors that govern the shape and behavior of a character.

These parameters control different methods of processing and all affect one another. These parameters have a symbiotic relationship to one-another, so that changes in one with smoothly affect the other parameters. For instance, changing the 'Size' parameter will affect the pitch of various forms of processing, as well as filtering and other controls inside the DSP engine.

These controls have been designed to feel intuitive and easy to use. The best way to get to know them is simply to play. Remember, that unlike most plugins, the controls all relate to, and affect one another; a subtle change in one will produce subtle changes the whole processing ecosystem.

Simple Monsters offers six main parameters to the user:

'Size', 'Fury', 'Age', 'Wildness', 'Character' and 'Sample Playback Level'. 'Sample Playback Level' is located under the scrubbing convolution.



### 3.1 Size

Size affects the main pitch of the processing, as well as other elements of the multi-layered processing in real-time. To create a smaller character, reduce the size value. To create a larger character, increase it.

- For a giant or orc, set this between 80 – 100
- For human characters, try between 40 – 50
- For smaller creatures, children or aliens, try between 0 – 20

### 3.2 Fury

This control affects the dynamic feel of the processing; if a character is passive, or inactive or active and aggressive. Higher values produce more aggressive processing, and lower values produce a more passive feel. This parameter is very effective once you have made decisions about size, age and character. Once the overall feel of your character is set, you can simply increase the fury to make them more or less angry or frantic. Try performing this with the X/Y pads!

## 3.3 Age

Age affects the pitch and feel of the character in a more delicate way than the Size parameter. However, these controls have a close relationship to one another, and certain settings will only be achievable with precise combinations of the two.

## 3.4 Character

Character controls the overall feel and mix of the layers of processing. Different settings of character also affect dynamics (for instance a setting of '0' will be much quieter than a setting of '100'). This allows you to design a 'core' character using the Size, Age, Aggression and Sample Playback Level sliders, and then make smaller adjustments to the mix of processing that make up this sound.

Certain areas of the Character slider are like 'Sweet Spots', which will allow you to hear a blend of the processing, or to hear one form of processing on its own. For instance, try comparing settings of 0, 60 and 100!

## 3.5 Wildness

Wildness controls the amount of variation applied to the core sound, based on the settings of the other parameters. Try, setting a young, small creature and then increasing the wildness will produce variations based on those parameters.

## 3.6 Sample Playback Level

The Sample Playback Level slider controls the output of the Scrubbing Convolution module. It is also available to be assigned to any axis of the X/Y pads.

## 3.7 Sample Playback/Scrubbing Convolution

Simple Monsters includes an instance of our Scrubbing Convolution module from our larger Dehumaniser II plugin. This is a convolution-based effect that uses sampled sounds. This effect uses a granular engine to "scrub" through a chosen sample depending on the given graph, and the amplitude level of the incoming audio. The term scrubbing means moving within the audio file, similar to the "rock the reels" effect in the analogue tape.



Simple Monsters includes a number of animal recordings to use with this module. You can import your own sounds using the Load File and Load Folder controls.

### Graph

The graph gives the user the ability to control the way that the scrubbing will move through the sample sound when there is signal in the input. Simply click and drag on the points to create a different response curve.

Vertical values correspond to sample position. The low position is the sample's start, and the high is the end.

Horizontal values correspond to the input sound level.

#### Reset Graph

This button resets the graph so the user can create it from scratch.

#### Load file

Use this to select a sample file to use for convolution. The selected file is loaded into the black menu.

#### Load Folder

Use this to select a folder of files to use for convolution. The contents of the folder will be loaded into the black menu.

## 3.8 Dry / Wet Control

You can easily mix between the dry (un-processed) and wet (processed) signal using this control. This can be particularly useful when working with dialogue, to preserve the intelligibility of speech.

## 3.9 Stereo Spread

This control allows you to expand the stereo image of the signal. At '0', a mono signal will be preserved (Simple Monsters sums stereo inputs to mono by default). Low values will add depth to the signal, while more extreme settings produce a very wide image and subtle, short delays.

- Try settings between 0.25 – 0.35 to add subtle extra depth to your signal
- Try settings between 0.75 – 1.00 for extreme sonic flavours; ideal for ghosts or demons

## 3.10 X/Y Pads

Simple Monsters contains two assignable X/Y pads for controlling the plugin's parameters in dynamic ways.



Switch between the sliders and X/Y pads by using the selector switch:



Use drop-down menus to select a parameter to assign to each axis, and move the position of the selector in the X/Y pad to hear the affect. For example, click on 'Size' to open the menu. This is ideal for performance and approaching the parameters in a fresh way.

Any changes you make to the plugin by using the X/Y pads will be reflected in the position of the sliders in the 'Bar View'. For instance, if you assign 'Size' to the X axis of an X/Y pad, and move it to the far right-hand side, this will be the maximum value for that parameter. If you flip back to 'Slider View' you will see that the slider will now be at maximum. If you lower the slider to 50, and flip back to the X/Y pad you will see the selector in the middle of the X/Y pad.

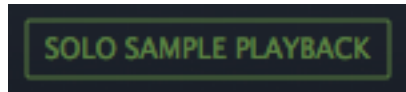
*NB – You can only assign one parameter to one axis of one X/Y pad at a time.*

## 3.11 Output Fader

This fader controls the overall output of the plugin. It contains a stereo meter. Simple Monsters also contains a limiter which automatically limits the signal to prevent digital clipping.

## 3.12 Solo Sample Playback

This button allows you to solo the output of the Sample Playback/Scrubbing Convolution module. This mutes the other processing and 'greys out' the sliders and XY pads in the UI.



## 3.13 Presets

Dehumaniser includes a number of presets by default, to get you started or inspire your own sound design.

*There are two main preset libraries: 'Dialogue' and 'Growls and Roars'.* 'Dialogue' contains presets especially designed to maintain the clarity of speech, with Goblins, Scifi and other options. The 'Growls and Roars' library has a wide range of effects that can be used for the most common monster and imaginary creature sounds.

Presets can be selected from the black preset bar at the top of the screen. Click on the bar to select a preset.



Click on the arrows to move forwards or backwards through the currently selected library. The active preset name is displayed in the preset bar.

- A/B presets using the 'A/B' button
- Save a preset with the 'Save' button
- Load a specific preset by selecting 'Load'

By hovering over the different preset libraries, another window will appear with the individual presets listed. Any libraries you create will be added to this list, alongside the Factory Presets.

By clicking on the preset bar, or Load > Manage you can have a more detailed readout of your presets. You can also move presets from one library to another by dragging from the left-hand window to the right, and dropping in the selected library.

User Presets are stored on the user account on which they were created.

On Mac, these presets can be found at:

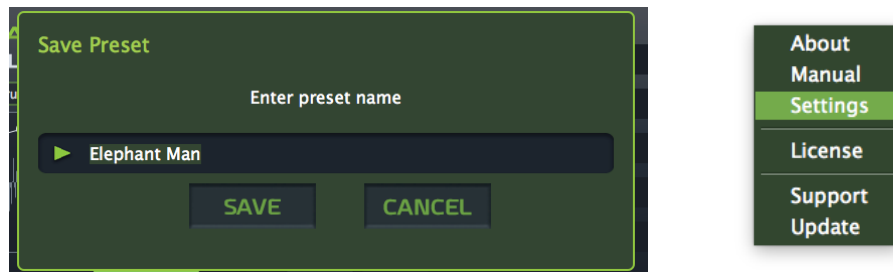
[User/Library/Application Support/Krotos/Dehumaniser Simple Monsters/Presets/Main](#)

On Windows, the template can be found at:

[Program Files/Krotos/Dehumaniser/Dehumaniser Simple Monsters/Presets/main](#)

To add a new location for a library, choose 'Manage', and right-click on either User Presets or Factory Presets, and choose 'New Folder'.

The 'Menu' item in the preset bar offers additional information about the software, licenses and links to download this manual.



## 3.14 OSC Control and Template for iPad

Simple Monsters offers an exciting remote control surface to control the plugin using an iPad and TouchOSC.

Open Sound Control (OSC) is a protocol for communication among computers, sound synthesizers, and other multimedia devices that is optimized for modern networking technology. Bringing the benefits of modern networking technology to the world of electronic musical instruments, OSC's advantages include interoperability, accuracy, flexibility, and enhanced organization and documentation.

This wireless control option allows the user to work quickly, flexibly and from a physical distance. In a studio environment, this allows a voice actor to control the plugin remotely from a vocal booth, while a sound engineer manages the software and/or mixing desk. This is also ideal for live performance.

*NB: To use the template an [Apple iPad](#) and a copy of [TouchOSC](#) are required (supplied separately)*

The Simple Monsters template is free, and ships with the software, and is installed at the same time as the plugin.

On Mac, the template can be found at:

[Applications/Krotos/Simple Monsters/OSC Template](#)

On Windows, the template can be found at:

[Program Files/Krotos/Dehumaniser/OSC Template](#)

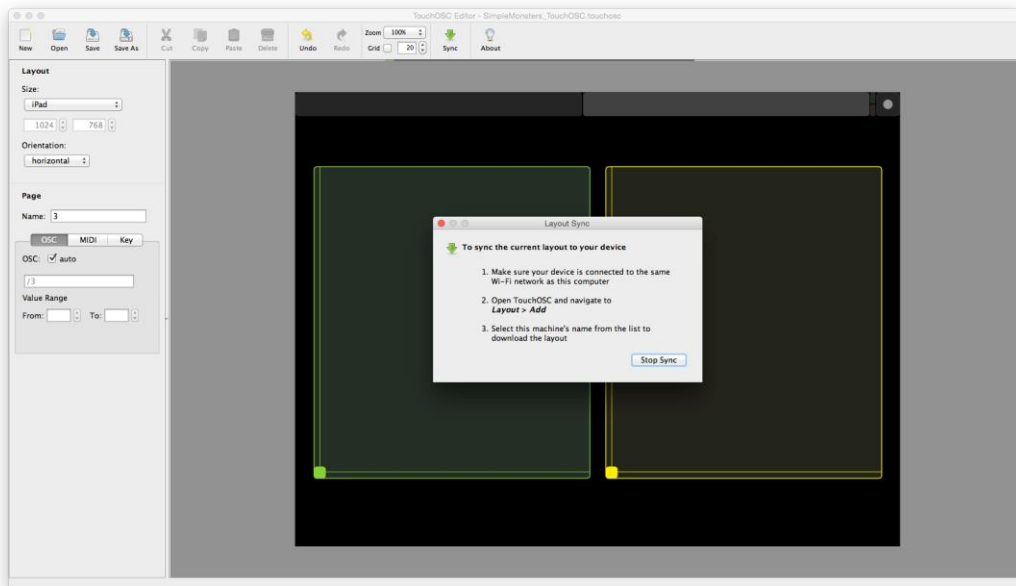
The TouchOSC template layout is below. You can use the grey bar at the top of the screen to navigate to the X/Y pads and back to the main screen. The X/Y pads will default to the parameters currently mapped using the plugin.

The controls in the template directly relate to the controls in the plugin, allowing you to control most of the functionality from the iPad.

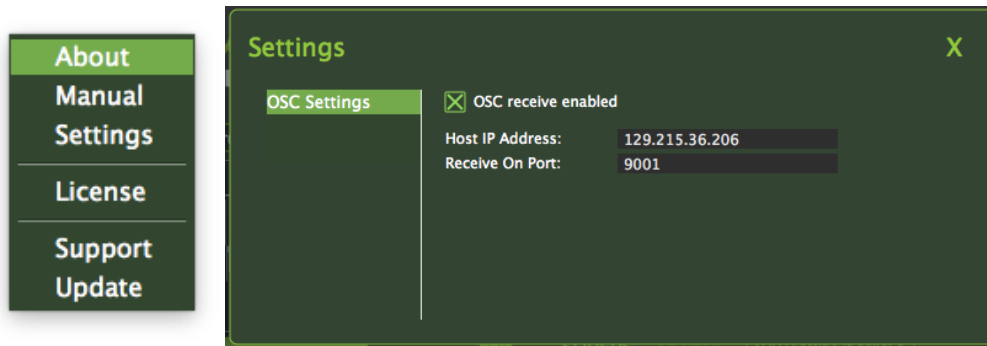


Detailed documentation for TouchOSC can be found at <http://hexler.net/docs/touchosc>

To transfer the template to your iPad, install and open the TouchOSC editor. This can be downloaded from the TouchOSC website. Load the template from the Krotos folder, and click on Sync. Make sure your iPad is connected to the same WiFi network as your computer, and follow the instructions on-screen. You may occasionally need to reboot the TouchOSC app and/or the TouchOSC editor to ensure a solid connection.



Once the template is on the iPad, you will need to set up the plugin to receive OSC over your wireless connection.



Click on the 'Menu' button in the top right-hand corner of the plugin window. Select 'Settings'.

This will open a window with the option to choose your OSC settings. The plugin will automatically detect your IP on the wireless network if you are connected.

In the 'Connections' settings in TouchOSC, on your iPad, set this IP as your 'Host' IP, and your 'Port (outgoing)' to 9001. Tick the box for 'OSC receive enabled'. Return to the main plugin window, and you should be able to communicate with the plugin using the iPad.

*NB: This version of Simple Monsters does not support two-way communication over OSC (i.e if you move the parameters in the plugin using your mouse or DAW automation, the TouchOSC template will not respond appropriately).*

You can also build your own templates to control the plugin over OSC.

All you will need to do is use the following OSC parameter names in your templates.

Size: /krotos/sm/size  
Fury: /krotos/sm/fury  
Age: /krotos/sm/age  
Wildness: /krotos/sm/wildness  
Character: /krotos/sm/character  
Sample Playback Level: /krotos/sm/blend  
Stereo Spread: /krotos/sm/stereoSpread  
Dry/Wet: /krotos/sm/dryWet  
Output Level: /krotos/sm/outputLevel  
X/Y A (Green): /krotos/sm/xy/a  
X/Y B (Yellow): /krotos/sm/xy/b

# 4 Troubleshooting

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The output has clicks and peaks.

If Simple Monsters **doesn't sound properly and has clicks**, reduce your buffer size within your DAW settings. Also check the fader of the channel you have placed the plugin on in your DAW.

There is no sound!

Make sure you have an audio file imported into the region you are playing back in your DAW, or have a microphone connected correctly, and have armed the track. Some DAWs may also require you to arm input monitoring.

If you have a problem and you cannot solve it, you can check the [FAQ](#) on our website. If you cannot find an answer to your problem, you can [contact us](#) and we will try our best to reply to you as soon as possible.

I cannot activate my license

If you have any issues activating or managing your plugin license, refer to <https://www.ilok.com/> - [!faq](#) or contact Krotos customer support [here](#).

Simple Monsters **doesn't show up in my DAW's plugin folder**

You may need to 'rescan' your plugin folder if you've recently installed or moved certain plugins. This function is usually available from the preferences of your DAW.

Do I need to create an iLok account to use Simple Monsters?

Yes, you will need an iLok ID/account to use the software. However, it is quick, easy and free. You can create an account for free at <http://www.ilok.com/>.

What is iLok?

Simple Monsters now fully supports iLok for copy protection. This is an industry-standard solution (provided by PACE). We have chosen to use this option as it both protects our software and offers a highly flexible way of managing your plugin license.

Until recently, you needed an iLok USB enabled smart key device to use the iLok system. However, due to improvements in the iLok system, you can now activate and use and even move your licenses between computers using a cloud-based solution. So no USB key is needed if you don't want to use one.

A single iLok can store up to 500 separate licenses (2<sup>nd</sup> Generation), or 118 separate licenses (1<sup>st</sup> Generation). You can have licenses from multiple software publishers on the same iLok, and multiple iLoks can be connected to a computer to authorize software products. The iLok is portable, convenient, and hassle free.

Do I need a USB iLok Dongle to use Simple Monsters?

No! iLok now supports online activation and cloud-based license management, so you can activate and move your license between computers (and dongles) easily. This is all done using the iLok License Manager (which can be downloaded for free at <http://www.ilok.com/>)

Can I use my license of Simple Monsters in different locations?

Yes, you can use an iLok, and iLok License Manager to move your license between different computers.

If you plan to be moving between studios or computers regularly, we recommend purchasing an iLok dongle and moving your license onto it. That way all you need to do is install Simple Monsters on a new computer and connect your iLok dongle to use the software. You can download installers for Simple Monsters by logging into your user account at [dehumaniser.com](http://dehumaniser.com). You can order an iLok 2 dongle at <http://www.ilok.com/>.

To move your Simple Monsters license without a dongle, log into your iLok account using your User ID, and you will find your license in the main window. If you have activated your license on your local machine (the computer you are currently on), click on the appropriate icon on the left-hand side (under 'Local'). It will appear in the main window. You can now click and drag it onto the icon for your iLok dongle (if connected) which will appear on the left-hand side. You can also click and drag on your license and drop it on to the blue window with your User ID. This will deactivate your license from the local machine (the computer you are currently using) and move your license back to the cloud. By moving to a different computer, and logging into your iLok account using the iLok License Manager, you can drag the license back from the cloud to another computer.

*NB: You will only be able to use your license on one computer at a time.*

To access your iLok account and to manage your license (and move it to and from the cloud) you will need to be connected to the internet.

## 5 System Requirements

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Mac Operating System Requirements: this software requires a Mac Intel computer with a minimum of 2.4 GHz Intel Dual Core Processor, 4 GB of RAM and the operating system OS X 10.8 or later.

Windows Operating System Requirements: this software requires a computer with a minimum of 2.4 GHz Intel Dual Core Processor, 4 GB of RAM, and the operating system Windows 7 or above.

Other Information:

- Formats (32-bit and 64-bit): AAX Native/AudioSuite, VST, AU
- Minimum sample rate: 44.1 kHz
- Maximum sample rate: 192 kHz
- An internet connection is required at the time of activation
- An iLok account (available for free at [ilok.com](http://ilok.com)) is required to activate and use both the demo and full version of the software
- An iLok 2 or later is required for dongle use
- Supported host applications: Pro Tools (10.3.5 or later), Logic Pro X, Nuendo, Live, Cubase, Digital Performer, Reaper, Adobe Audition
- TouchOSC License is not included

# 6 End User License

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PLEASE READ CAREFULLY BEFORE ORDERING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (“Licence”) is a legal agreement between you (“Licensee” or “you”) and Krotos Ltd, a company incorporated in Scotland (with company number SC458616) whose registered office is situated at Citypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD (“Licensor, us” or “we”) for the Simple Monsters (“Software”); and documents relating to the Software (“Documents”).

We licence use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

Mac Operating System Requirements: this software requires a Mac Intel computer with a minimum of 2.4 GHz Intel Dual Core Processor, 4 GB of RAM and the operating system OS X 10.8, or later.

Windows Operating System Requirements: this software requires a computer with a minimum of 2.4 GHz Intel Dual Core Processor, 4 GB of RAM, and the operating system Windows 7 or above.

An internet connection is required at the time of activation.

## IMPORTANT NOTICE TO ALL USERS:

By ticking the box indicating that you accept these terms you agree to the terms of this licence which will bind you. The terms of this licence include, in particular, limitations on liability in condition 5 and condition 6.

If you do not agree to the terms of this licence, we will not license the software and documents to you and you must discontinue the ordering or downloading process now. In this case you may not download or order the software.

## IMPORTANT NOTICE TO CONSUMERS:

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the software/documents.

However, you will lose the right to cancel the transaction once you begin to download the software or documents.

This does not affect your consumer rights for defective downloaded software or documents.

You should print a copy of this Licence for future reference.

- 1 Grant and scope of licence
  - 1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence.
  - 1.2 You may:
    - 1.2.1 download, install and use the Software for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business) only:
      - 1.2.1.1 on one CPU if the Licence is a single-user licence or the Software is for single use; or
      - 1.2.1.2 if the Licence is a multi-user or network licence, by the number of concurrent users agreed in writing between you and us;

- 1.2.2 provided you comply with the provisions in condition 2, make up to two (2) copies of the Software for back-up purposes only;
- 1.2.3 receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us at our sole discretion from time to time; and
- 1.2.4 use any Documents in support of the use permitted under condition 1.2 and make up to two (2) copies of the Documents as are reasonably necessary for their lawful use.

## 2 Restrictions

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- 2.1.1 not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- 2.1.2 not to sell, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents or attempt to do any of the foregoing acts;
- 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
  - 2.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and
  - 2.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - 2.1.4.3 is not used to create any software which is substantially similar to the Software;
- 2.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.6 where you are acting as a business, to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- 2.1.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium; and
- 2.1.8 not to provide, distribute or otherwise make available the Software in whole or in part (including but not limited to individual sound effects or samples, program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us; and
- 2.1.9 not to use the Software via any communications network or by means of remote access, save where you are acting as a business to and providing your employees and representatives with access to the Software, provided always that you ensure that they comply with the foregoing terms of this condition 2.1.

## 3 Intellectual property rights

3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the

world are owned by or licensed to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

3.3 The integrity of this Software is protected by technical protection measures (“TPM”) so that the intellectual property rights, including copyright, in the Software are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.

## 4 Limited warranty

4.1 We warrant that:

4.1.1 the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and

4.1.2 that the Documents correctly describe the operation of the Software in all material respects,

for a period of 90 days from the date of installation of the Software (“Warranty Period”).

4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 The warranties set out in condition 4.1 do not apply:

4.3.1 if the defect or fault in the Software results from you having amended the Software; and

4.3.2 if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence.

4.4 If you are a consumer, the warranties set out in condition 4.1 are in addition to your legal rights in relation to Software that is faulty or not as described. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.

## 5 Limitation of liability if you are a business user

5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

5.2 If you are a business customer, we only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.

5.3 We shall not under any circumstances whatever be liable to you, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

5.3.1 loss of profits, sales, business, or revenue;

5.3.2 business interruption;

- 5.3.3 loss of anticipated savings;
- 5.3.4 loss or corruption of data or information;
- 5.3.5 loss of business opportunity, goodwill or reputation; or
- 5.3.6 any indirect or consequential loss or damage.

5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, delict (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to one hundred and twenty-five percent (125%) of the licence fee payable by you for the Software. This maximum cap does not apply to condition 5.5.

5.5 Nothing in this Licence shall limit or exclude our liability for:

- 5.5.1 death or personal injury resulting from our negligence;
- 5.5.2 fraud or fraudulent misrepresentation; or
- 5.5.3 any other liability that cannot be excluded or limited by Scottish law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 6 Limitation of liability if you are a consumer user

6.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

6.2 If you are a consumer, we only supply the Software and Documents for domestic and private use. You agree not to use the Software and Documents for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3 Our maximum aggregate liability under or in connection with this Licence whether in contract, delict (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to one hundred and twenty-five percent (125%) of the licence fee payable by you for the Software. This does not apply to the types of loss set out in condition 6.4.

6.4 Nothing in this Licence shall limit or exclude our liability for:

- 6.4.1 death or personal injury resulting from our negligence;
- 6.4.2 fraud or fraudulent misrepresentation; or
- 6.4.3 any other liability that cannot be excluded or limited by Scottish law.

## 7 Termination

7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 Upon termination for any reason:

- 7.2.1 all rights granted to you under this Licence shall cease;
- 7.2.2 you must immediately cease all activities authorised by this Licence; and
- 7.2.3 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## 8 Communications between us

- 8.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail to [info@krotosaudio.com](mailto:info@krotosaudio.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Software.
- 8.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 9 Events outside our control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 9.2.
- 9.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
  - 9.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - 9.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## 10 Other important terms

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing in advance of any such transfer.
- 10.3 If you are a business customer, this Licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.
- 10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 10.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.6 If you are a consumer, please note that this Licence, its subject matter and its formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of England, you may also bring proceedings in England.
- 10.7 If you are a business customer, this Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.

## 11 OTHER LICENSES

This product includes the AudioFFT library, includes code written by HiFi-LoFi. This code is written by HiFi-LoFi under The MIT license (MIT).

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