

Terms of Use for Soundscape Demo Content ("Terms of Use")

(Version June 2026)

1. Scope of Application

- 1.1 We, d&b audiotechnik GmbH & Co. KG, Eugen-Adolff-Strasse 134, 71522 Backnang (hereinafter referred to as "we", "us" or "d&b"), make the Soundscape Demo Content available for download and use solely on the basis of these Terms of Use. These Terms of Use form an integral part of every legal relationship between us and the User in connection with the download and use of the Content.
- 1.2 The Soundscape Demo Content is intended for professional d&b users, end-customers and partners (the "User") – whether the User is a system integrator, sound engineer or designer, technician, FOH, consultant, distributor, dealer, sales partner, service provider, or other professional user. Unless otherwise agreed, we make the Content available only to entrepreneurs, tradespeople, freelance workers and public institutions within the meaning of § 14 of the German Civil Code (BGB). We do not make the Content available to consumers within the meaning of § 13 of the German Civil Code (BGB).
- 1.3 These Terms of Use also apply to all future downloads and use of the Content by the User, even if they are not separately agreed again. d&b may amend these Terms of Use for future downloads; the version applicable to a given download is the version accepted by the User at the time of that download.

2. Subject Matter (Content)

- 2.1 "Content" means the demonstration material relating to "The d&b Soundscape" that d&b makes available for download in connection with these Terms of Use, in particular audio material, soundscape configurations, project and scene files, presets and accompanying documentation.
- 2.2 Additional or deviating conditions may apply to individual Content. Such conditions are set out in a separate notice (for example a "readme", "license" or "Terms of Use" file) provided together with the respective Content. Where such conditions exist, they apply in addition to these Terms of Use and prevail in the event of conflict.

3. Grant of Rights and Permitted Use

- 3.1 d&b grants the User a non-exclusive, non-transferable, non-sublicensable and revocable right to use the Content solely for the demonstration, presentation and evaluation of "The d&b Soundscape", in particular at fairs, events, workshops, seminars and exhibitions, as well as for the User's internal evaluation.
- 3.2 The User shall not use the Content for any purpose other than set out in Section 3.1 or in any applicable Content-specific conditions. Without limitation, the following are prohibited: broadcasting, sale, rental, lending or distribution, as well as any editing or modification of the Content beyond what is technically necessary for the permitted use.
- 3.3 All rights, title and interest in and to the Content, including all intellectual property rights, remain with d&b or its respective licensors. No rights are granted other than those

expressly set out in these Terms of Use.

4. Term and Right of revocation

- 4.1 The right of use begins upon acceptance of these Terms of Use and download of the Content.
- 4.2 d&b may revoke the right of use at any time without notice. The User may discontinue use of the Content at any time.
- 4.3 Upon revocation, the User shall immediately cease all use of the Content and delete all copies in its possession or control, unless and to the extent statutory retention obligations apply.

5. Fees and Third-Party Clearances

- 5.1 Use of the Content is free of charge.
- 5.2 The User is responsible for ensuring that all local requirements, in particular those relating to collecting societies (such as GEMA or equivalent organisations), are complied with in connection with the use of the Content. Any resulting costs shall be borne by the User.

6. Indemnification

- 6.1 The User shall indemnify and hold d&b harmless against any third-party claims arising from the User's use of the Content in breach of these Terms of Use or of any applicable Content-specific conditions, including the reasonable costs of legal defence, unless the User is not responsible for the breach.
- 6.2 This Section 6 survives any termination of the right of use.

7. Final Provisions

- 7.1 Any amendments or additions to these Terms of Use, must be made in writing to be valid; this provision also applies to any amendment to this written form requirement.
- 7.2 These Terms of Use are governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 7.3 To the extent legally permissible, the exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use, including questions regarding their validity or termination, shall be Stuttgart, Germany.
- 7.4 If one of the provisions of these Terms of Use is or becomes wholly or partially void, invalid or unenforceable, or if these Terms of Use contain a loophole, the validity and enforceability of all other provisions of these Terms of Use shall not be affected. The contracting parties shall replace a void, invalid or unenforceable provision or a loophole by a legally valid provision which comes as close as possible to the intention of the contracting parties or what they would have agreed according to the meaning and purpose of these Terms of Use if they had recognised the invalidity of the provision or a loophole. If the invalidity of a provision is based on a fixed criterion of the service or the time (date or deadline), the contracting parties shall agree a provision with a legally permissible criterion that comes as close as possible to the original criterion. This saving clause shall not result in the reversal of the burden of proof. However, § 139 of the German Civil Code (BGB) shall be waived in this respect.