badsound Software Terms

Addendum to the A Sound Effect End-User License Agreement

29 September 2026

These Terms apply to badsound products sold on A Sound Effect that include Software. The A Sound Effect End-User License Agreement (the **“EULA”**) governs the Sound Library; these Terms govern the Software and the audio created with it. They are between you (**“Licensee”** or **“you”**) and badsound e.U. (**“badsound”**), the Licensor under the EULA. By downloading or using the Software you accept these Terms.

1. DEFINITIONS

Terms defined in the EULA (Sound Library, Sounds, Licensor, Distributor) have the same meaning here. In addition:

- **“Software”** means a badsound tool supplied with the product, including its code and embedded data.
- **“Library Software”** means Software supplied to support a specific Sound Library, such as the badBass tool. **“Standalone Software”** means Software licensed for use with audio of your choosing, such as Shepard, whether or not it is supplied together with Sounds.
- **“Rendered Sounds”** means audio created with the Software wholly or partly from the Sounds.
- **“Your Audio”** means audio you supply to the Software that is not Sounds and that you are entitled to process. **“Your Renders”** means audio created with the Software solely from Your Audio.

2. RELATIONSHIP TO THE EULA

The EULA continues to govern the Sound Library and the Sounds. These Terms add the license and the rules for the Software and for audio created with it.

Unless these Terms say otherwise, Clauses 4 to 9 of the EULA (intellectual property rights, termination, indemnity, liability, assignment and applicable law) apply to the Software as they apply to the Sound Library. The protection the EULA gives the Distributor under Clauses 6 and 7 extends to the Software.

If these Terms and the EULA conflict about the Software, Your Audio or Your Renders, these Terms prevail. About the Sounds and Rendered Sounds, the EULA prevails, except that Section 5 of these Terms expressly permits creating and keeping Rendered Sounds.

A Sound Effect ApS sells the product as Distributor under its own terms and conditions and is not a party to these Terms.

3. SOFTWARE LICENSE

badsound grants you a perpetual, non-exclusive, non-transferable license to install and use the Software on the workstations on which Clause 2.a of the EULA permits you to install the Sound Library, according to the number of licenses you have purchased. Backup copies are permitted as under Clause 2.a of the EULA.

Library Software may be used with the Sound Library it is supplied to support. Standalone Software may be used with any audio you are entitled to process, including Your Audio and any Sounds you have licensed.

The Software is licensed, not sold. badsound retains all rights in the Software.

4. SOFTWARE RESTRICTIONS

Except as expressly permitted by these Terms, you may not:

- sell, rent, lend, publish, sublicense or distribute the Software or a modified version of it, or make it available to others, including collaborators, contractors and clients. The Software may be used only on licensed workstations; anyone else needs their own license.
- use Library Software with audio other than the Sound Library it supports, unless badsound authorises this in writing. This limitation does not apply to Standalone Software.
- extract or reuse the Software's code, embedded parameter values, analysis data or sound indexes in other software, sound tools or datasets.
- remove or circumvent technical checks, copyright notices or license notices in the Software.

These restrictions do not limit rights that cannot be excluded by contract, including necessary backup copies, permitted observation, study and testing, and qualifying interoperability work under applicable law, including Articles 5 and 6 of Directive 2009/24/EC.

5. RENDERED SOUNDS

You may use the Software to create Rendered Sounds, and may keep, organise and audition them for your own use before incorporating them in a media production. This is a permitted use of the Sounds; the restriction on adapting, modifying or repackaging the Sounds in Clause 3 of the EULA does not prohibit it.

Rendered Sounds are Sounds for the purposes of the EULA. Everything the EULA permits for the Sounds, including their use in media productions under Clause 2.b, and everything it restricts, including standalone distribution, use in any library and use for training AI or machine-learning models, applies to Rendered Sounds in the same way.

You retain any rights in your own creative contributions to Rendered Sounds. badsound's rights in the underlying Sounds and the restrictions of the EULA continue to apply to them.

Using the Software's own analysis and rendering functions on the Sounds is not use for training, improving or developing AI or machine-learning models.

6. YOUR AUDIO AND YOUR RENDERS

Where Standalone Software processes Your Audio, Your Renders are yours. badsound claims no rights in Your Renders and places no restriction on their use or distribution, including their release in a sound library, sample collection or sound pack. Processing Your Audio with the Software transfers no rights in Your Audio to badsound.

You must hold the rights needed to process Your Audio and to use what you make from it.

Audio created wholly or partly from the Sounds is Rendered Sounds under Section 5, not Your Renders, even where Your Audio is also used. Where Standalone Software is supplied together with Sounds, those Sounds are licensed under the EULA.

7. METADATA AND CREDIT

The Software writes metadata naming the Software and, where applicable, the source Sound Library into the files it creates. That metadata gives badsound no rights in your creative contributions or Your Renders. You may edit or remove it from files you are entitled to distribute.

Credit to badsound is appreciated but not required.

8. COMPATIBILITY AND UPDATES

The Software is a self-contained file that runs locally in a web browser. It requires the browser and computer stated in the product description at the time of purchase and needs no installation, account or online service.

Optional new features and upgrades are not promised. Your statutory rights, including any right to updates necessary to keep the Software in conformity with the product description, remain unaffected.

9. UPDATES TO EXISTING PRODUCTS AND SOFTWARE-ONLY PRODUCTS

Where the Software is supplied as an update to a Sound Library you acquired earlier, these Terms govern the Software. Your license to the Sound Library is unchanged.

Where you license Standalone Software without a Sound Library, these Terms apply on their own, and Clauses 4 to 9 of the EULA apply to the Software as if it were a Sound Library.

10. TERMINATION

If your license to the Sound Library ends under Clause 5 of the EULA, your license to the Software supplied with it ends as well. On termination, stop using and delete the Software. Rendered Sounds are treated as Sounds under Clause 5 of the EULA. Your Renders are not affected by termination.

11. CONTACT

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