XPERIMENTA Project
END USER LICENSE AGREEMENT (EULA)
for Commercial Products

Last revised: March 2026

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT" OR "EULA") CAREFULLY BEFORE PURCHASING, DOWNLOADING, INSTALLING, ACCESSING, OR USING ANY XPERIMENTA Project PRODUCT. BY PURCHASING, DOWNLOADING, INSTALLING, ACCESSING, OR USING THE PRODUCT, YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, DO NOT PURCHASE, DOWNLOAD, INSTALL, OR USE THE PRODUCT.

1. Applicability

This EULA governs your access to and use of:

a) all commercial sample libraries, virtual instruments, presets, patches, impulse responses, scripts, software components, documentation, and related content made available by XPERIMENTA Project (the "Product"); and

b) the related intellectual property rights owned or controlled by XPERIMENTA Project.

2. License Grant

Subject to your compliance with this EULA, XPERIMENTA Project grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, install, and use the Product by a single end user.

You may use the Product and the sounds contained in it in your own original musical and audio productions, including, without limitation: live performances, music production, film scoring, television, games, trailers, commercials, podcasts, broadcast, streaming, sound design, client work, and commercial recordings.

This license allows you to install and use the Product on your personally owned or controlled devices, provided that all such use is solely for your own personal or professional activity as the licensed end user.

For the avoidance of doubt, you are licensing the Product; you are not purchasing ownership of the sounds, samples, recordings, scripts, programs, or any related intellectual property.

3. Restrictions

Except as expressly permitted in this EULA, you may not, and may not permit any third party to:

a) copy, share, distribute, rent, lease, lend, sublicense, sell, assign, transfer, or otherwise make the Product available to any other person or entity;

b) repackage, reissue, upload, publish, resell, or redistribute any portion of the Product, whether in its original form or modified form;

c) include any sample, sound, loop, phrase, preset, patch, multisample, impulse response, or other content from the Product in any competing or stand-alone sample library, virtual instrument, sound pack, loop pack, preset pack, patch collection, music production tool, playback device, or similar product;

d) distribute the samples or sounds in isolated, soloed, exposed, or extractable form;

e) make the Product available in any file-sharing, public storage, server, SaaS, hosted, shared-template, educational lab, multi-seat, or networked environment unless expressly authorized in writing by XPERIMENTA Project;

f) circumvent, disable, or remove any copy protection, watermarking, identification, or security mechanism included in the Product;

g) reverse engineer, decompile, disassemble, or otherwise attempt to derive source material, code, or structure from any scripted, encoded, or protected part of the Product, except where such restriction is prohibited by applicable law.

Editing, layering, processing, filtering, resynthesizing, or otherwise transforming the sounds does not make them redistributable and does not remove the restrictions set out in this EULA.

4. AI, Machine Learning, and Text/Data Mining

No part of the Product may be used, whether in whole or in part, for:

a) training, fine-tuning, validating, or testing any artificial intelligence, machine learning, deep learning, generative model, or similar system;

b) dataset creation, embedding extraction, feature extraction, model input preparation, or text and data mining for AI or machine learning purposes;

c) any automated analysis or ingestion intended to build, improve, or commercialize models capable of generating, classifying, transforming, imitating, or reproducing audio, music, sound recordings, sample libraries, or virtual instruments.

All such rights are expressly reserved.

If you are interested in training-related, research-related, enterprise, platform, dataset, or other AI/ML uses, please contact XPERIMENTA Project to discuss a separate commercial license.

5. Ownership and Intellectual Property

The Product is licensed, not sold. XPERIMENTA Project and its licensors, where applicable, retain all right, title, and interest in and to the Product, including all copyrights, neighboring rights, database rights, trademarks, trade dress, software rights, and all other intellectual property rights.

No rights are granted except those expressly stated in this EULA.

6. Transfer of License

Unless expressly permitted by mandatory local law, your license is personal to you and may not be transferred, assigned, or resold without the prior written consent of XPERIMENTA Project.

Any attempted transfer in violation of this clause is void.

7. Updates and Support

XPERIMENTA Project may, at its sole discretion, provide updates, fixes, improvements, documentation changes, or support. Nothing in this EULA obligates XPERIMENTA Project to provide maintenance, updates, continued availability, or support for any Product.

8. Refunds and Right of Withdrawal

Due to the nature of downloadable digital content, all sales are final, except where otherwise required by applicable law.

If the Product is supplied as digital content not provided on a tangible medium, and you expressly consent to immediate performance/download and acknowledge that you thereby lose any applicable withdrawal right, you will not be entitled to cancel or request a refund once delivery has begun, except where mandatory law provides otherwise.

9. Disclaimer

The Product is provided “as is” and “as available,” to the maximum extent permitted by applicable law. XPERIMENTA Project disclaims all warranties, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, uninterrupted availability, or error-free operation.

XPERIMENTA Project does not warrant that the Product will meet your specific requirements, operate without interruption, remain continuously available, or be compatible with all systems, DAWs, samplers, plugins, operating systems, or third-party environments.

10. Limitation of Liability

To the maximum extent permitted by law, XPERIMENTA Project shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for any loss of profits, revenue, goodwill, use, data, opportunities, or business interruption arising out of or related to the Product, the website, or this EULA, even if advised of the possibility of such damages.

To the maximum extent permitted by law, the total aggregate liability of XPERIMENTA Project arising out of or relating to the Product or this EULA shall not exceed the amount actually paid by you for the specific Product giving rise to the claim.

Nothing in this EULA excludes or limits liability that cannot be excluded or limited under applicable law.

11. User Responsibilities

You are responsible for:

a) maintaining secure backups of the Product;

b) verifying compatibility with your own hardware and software environment before purchase and installation;

c) ensuring that your use of the Product complies with all applicable laws and third-party rights.

12. Termination

This EULA shall terminate automatically if you breach any of its terms.

Upon termination, you must immediately cease all use of the Product and destroy all copies in your possession or control, except to the extent retention is required by applicable law.

Termination shall not affect any accrued rights, remedies, obligations, or liabilities of either party.

13. Governing Law and Jurisdiction

This EULA shall be governed by and construed in accordance with the laws of Italy, excluding conflict of law rules.

Any dispute arising out of or in connection with this EULA shall be submitted to the exclusive jurisdiction of the courts of Rome, Italy, unless otherwise required by mandatory consumer protection law.

14. Contact

For licensing questions, including AI/ML, enterprise, educational, multi-user, or custom commercial licensing, please contact:

XPERIMENTA
info@xperimentaproject.com
VAT 15586471003
c/o Flavio Cangialosi

15. Severability and Entire Agreement

If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This EULA constitutes the entire agreement between you and XPERIMENTA Project regarding the Product and supersedes any prior understandings relating to its subject matter.