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Igniter

Igniter is a one-stop solution for designing vehicles in your DAW. Using a combination of granular playback, (using pre-recorded engine recordings), a synthesis engine, one shots, loops, FX and powerful mod system for easy design of powerful engine behaviour, for real-world vehicles and beyond.





Installation

Run the installer downloaded from the link in your email. This will place VST/AU/AAX versions in the correct locations on your system automatically. It will also install various assets required to run the plugin.

Copy Protection

The plugin uses **iLok** for copy protection. 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 will need an iLok ID/account to use the software. You can create an account for free at iLok.com. Then, you will then need to download **iLok License Manager.** Your license will allow you to use the plugin on one computer at a time. You may need to update to the latest version of iLok license Manager to use the plugins.

You do NOT need an iLok dongle/USB key to use the plugin.

You do not need to use an activation code (although some users may have been provided one, especially if you have purchased Krotos software from a reseller)

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



Activating the Plugin

Log into your account using the iLok License Manager. You will find a the 'Engines' license in the main window (on the right-hand side). These will appear in **BOLD**. Click and drag these licenses to a location on the left-hand side. You can activate to either the local machine or an iLok2.

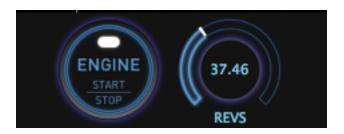
If you find yourself opening your DAW before following this procedure, and encounter an iLok activation window, follow these instructions.

Getting Started with Igniter

Igniter is an instrument plugin (VSTi/AUi/AAX).

Create a new stereo instrument or midi track in your DAW and add the plugin to a track.

Start the plugin using the 'Engine Start/Stop' button on the right of the plugin.



You should now hear an output from the plugin.

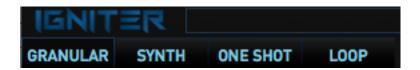
Use the master **Revs** control to the multiple sections of the plugin. Depending on how the mod system has been configured, and which parameters saved in the selected preset, this single control can control anything from a single parameter to hundreds of parameters simultaneously.



The plugin is laid out in four sections:

- Generators: Granular, Synth, One Shot and Loop
- File Browser (available in Granular, One Shot and Loop tabs only)
- Mods section
- Master Controls (Start/Stop, Master REVs)
- FX
- Mixer

Generator can be selected by using the tab section at the top of the plugin window. Each tab represents a generator section. These all produce sound in a different way, and can be combined for a huge range of results using Igniter. Each tab outputs to its own fader and FX rack in the FX section, before being summed to the master fader and FX rack.



To get started, we recommend you choose a preset. Simply click on the preset name at the top of the plugin window (which will display 'Default') or select 'Load', and choose a preset from the 'Factory Presets' sub menu. Use the left and right arrows to scroll through presets.



You can resize the plugin window by grabbing the handle in the bottom-right hand corner.

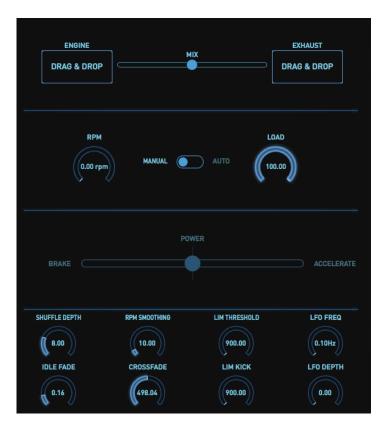
Granular

When you open the plugin the Granular tab will be selected by default. This tab contains a unique form of granular synthesis to simulate the behaviour of engines, based on recorded engines.

The granular engines uses our own 'package' format to import all the necessary data for use in the system. This will contain everything you need for each engine or exhaust per vehicle. We have packages for both engine and exhausts for each vehicle, which can be loaded in independently into the Engine or Exhaust sections of the system.

To load an engine or exhaust into the granular system, use the File Browser to locate them, and and drag and drop into the Engine or Exhaust slots. To quickly filter the factory assets to find these files, click on the 'Granular' tag in the File Browser.

For more details, refer to the File Browser section of the manual.



This version comes with a collection of engine and exhaust packages for a number of vehicles:

- Aston Martin Rapide
- Audi R8
- Ferrari 348
- Land Rover Defender
- Subaru Impreza
- Toyota Chaser
- Dacia 1310
- U650 M Tractor
- Mercedes Actros
- Honda Civic
- Subaru Crosstrek SUV
- Ford F150
- Harley Davidson 99 Hog
- Porsche Carrera

Once the package has loaded you will immediately hear the engine running at the current RPM value. Since you can load both engine and exhaust packages into the granular system, make sure you have set the Engine/Exhaust **Mix** control to the correct section. You can also load in engines and gearboxes from different vehicles if you like for creative results, but we recommend starting with a matching engine and gearbox for the same vehicle. You can then choose to control the behaviour of the engine using manual RPM controls, or the automatic gearbox emulation.

To control manually, use the **RPM** control to increase the rpm of the engine. The **Load** control controls the behaviour of the engine when 'onload' or 'offload'; the simplest way to think about this is if you are applying acceleration, by applying pressure to a pedal in a real vehicle, the engine will be 'onload'. If you released this pressure by releasing the pedal, the engine would still be running, but would usually fall in RPM, and would be 'offload'.

HOT TIP! Use the mods section to control the behaviour of load and RPM to custom design your own engine response or 'gear behaviour'. For example, reducing load at certain RPM points to mimic a gear change. Igniter includes a huge range of presets which demonstrate how these effects can be achieved, and used as a basis for your own designs.

You can smooth the behaviour of the 'drive-off' stage of the granular engine by using the 'Idle Fade' parameter. This applied a smoothed behaviour over a period of time coming out of idle and into low revs.

Use the Mix control to dynamically blend between engine and exhaust perspectives.

To control using the automatic gearbox model, click the 'Auto' button. Manual controls for RPM and Load will be disabled. To apply acceleration, use the slider labelled 'Power'. Moving this slider in the Accelerate direction, to the right, will automatically increase the RPM of the engine smoothly, and run through the gear changes (at the moment these gear changes are not available to users, and are preset into the engine packages). Reducing the power will allow the engine RPM to fall automatically, as if you have taken your foot off the accelerator. You can also apply Brake, by moving the power slider to the left, to reduce RPMs even further at any point. If enough brake is applied, or the throttle value set at a low value for a longer period of time, eventually the RPM will fall to 0, and the engine will return to idle.

RPM smoothing allows you to adjust the response of the vehicle, by applying additional smoothing to the rise through the RPM range.

Shuffle depth controls the amount of movement around the main RPM position. This can help to make an engine feel more natural, and can be dynamically adjusted depending on the RPM range for each vehicle, using the mods. Controls like this can be combined with the mods to design highly customisable behaviour.



Crossfade controls the crossfade across grains, which can smooth the behaviour of certain engines. **LFO Freq** and **LFO gain** control an LFO applied to grain pitch, which can be useful for adding subtle variation to your designs.

Synth

This tab contains five oscillators, with AM, FM and Vibrato controls for each. These can be use for layering to sweeten the use of the granular engine, or to design more specialised electric or sci-fi vehicles. Check out some of our presets for inspiration!



Each oscillator can be muted using the 'on/off' control, and its gain controlled using the gain control. AM (amplitude modulation), FM (Frequency Modulation) and Vibrato can be enable with each checkbox. Use **Freq** to set the frequency of the oscillator.

Each oscillator can use a different wave shape, and can use the **blend** control to morph between shaped for more expressive and dynamic control of the sound of each layer. Select a waveform from the dropdown menu for each morph set, and blend to taste.

HOT TIP! Try connecting the blend control to the mods for more dynamic behaviour as the main vehicle RPM rises...

Each oscillator has an FM section, which can be toggled on/off, and a waveshape chosen. Use **FM freq** and **FM Gain** set these controls, once FM has been turned on. A wave shape can also be selected from the dropdown menu.

The waveshape used in the vibrato section will always be a sine wave, and cannot be changed to other shapes.

Applying AM to the output of the oscillator can help add shape and a handy vehicle-like behaviour when connected to the mods. Turn this on/off using the switch, and set **Freq AM** and **Amount** from the controls. A wave shape can also be selected from the dropdown menu.



One Shot

This tab contains a collection of samplers which can be loaded with sweeteners to add an

extra dimension to your designs.

Igniter contains four one shot samplers. Each can contain one sample at a time in this version.

Simply drag and drop a file from the browser from from Finder/Explorer to load a file. Once a file has been added successfully you can use the waveform display to adjust the start and end points of the sample.

Use the speaker icon to mute each sampler.

By default, the section of the sampler on the right will display a **Playback Speed** control and a **Gain** control. Use these to adjust the sound and level of



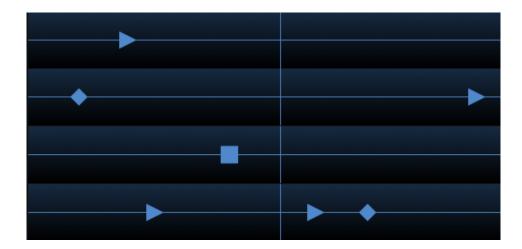
the sample. Under these controls are **'Knob/Env'** switches which allow you to switch between dial and envelope modes. Which in envelope mode, you can draw an envelope to control speed or gain of the sample once it has been triggered. Simply double-click on a new area of the envelope curve to add a new point to the envelope. You can add as many points as you like, allowing you to design complex and unusual designs quickly and easily, and save these as presets. Right-click to remove a point.

Triggering the one-shot samplers can be done in a few different ways.

To test a sample, use the **Play** and **Stop** controls. **Clear** the sampler with the clear button. Looping can be activated with the **Loop** toggle (we recommend using the Loop tab for more complex or sustained loop layers), but this mode can come in handy in this mode as well.

Like all parameters in the plugin, **Play** and **Stop** can also be automated, and triggered from your DAW's automation lanes, if you chose not to use one shot trigger system.

For more complex control of the one-shot system, use the **Trigger system** at the top of the One Shot tab.



This tab contains a dedicated triggering system for the One Shots. It will only affect the samplers in the one shot tab, and will not trigger any other behaviour in other tabs.

This tab allows you to set up individual, or groups of samples to be triggered as sweeteners (or anything that comes to mind), in addition to of the main engine behaviour, under certain conditions. It uses a 'timeline' system to display when and how samplers are triggered. Bear in mind this is only a 'timeline' in the loosest sense, and is completely non-linear, and does not relate to 'time' in the traditional sense. The position in the 'timeline' is controlled by the Master Revs control on the right hand-side of the plugin. Moving this control moves a 'playhead' along the 'timeline'. When it hits a 'trigger point' in the UI, a message will be sent to one of the samplers, to play or stop, depending on the type of trigger you have added to the timeline at that point.

Each 'trigger point' can behave in a different way, and can occur multiple times along the timeline depending on the direction the 'play head' is travelling. For example, triggering a skid sample from one shot sampler 1 at a certain point (or multiple points) when the engine is falling in RPMs, or when the play head is moving downwards, and a gear shift clunk from one shot sampler 2 a certain point when the play head moves in either direction, and an engine pop from one shot sampler 3 at a certain point when moving upwards. You will be able to use multiple trigger points on the timeline for each engine, and use different trigger modes for each point.

Each sampler in the one shot tab has a dedicated mini-timeline, arranged vertically, starting with sampler 1.

The feature behaves a lot like a sequencer found in drum machines in concept, but is more complex in execution.

Double Left-click to add a trigger point at any point on any timeline. When you have added a point, you will see a '>' style icon. This is the default mode, and indicates 'upwards play'. This means that as you pass this point, moving from left to right (or 'upwards') a trigger message will be send to this sampler to play the sample currently loaded.

Single clicking on a point, once added, will cycle through the trigger modes. These will be 'upwards play' (trigger at this point only if the play head moves past it in the upwards direction), 'downwards play' (trigger only when passing downwards), 'bi- directional play' (play at this point disregarding direction) and 'stop' (triggering a stop message to the sampler), cycling through in this order. Once a point has been added, you can easily change its mode by clicking on it. Points can also be moved by left clicking and dragging left to right. This will move the point along the timeline.

Right-click on any point to remove it.

You can add up to 10 trigger points per timeline.

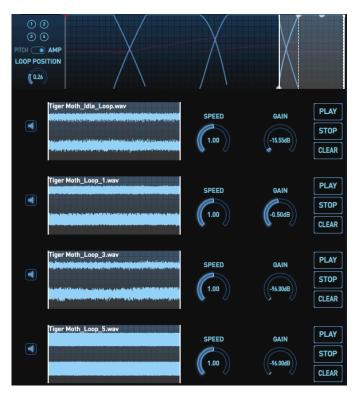
Loop System

Igniter's loop system allows you to sequence loops along a 'timeline' linked to the Master Revs control. This feature can be used to design dynamically changing loop-based systems from your DAW. This feature can be used to move across different surfaces, wind speeds, or to create loop-driven systems for vehicles using static rev band recordings.

The loop tab contains 4 samplers, similar to the samplers in the one-shot tab. Drag and drop an audio file into any sampler to load it.

The main difference between the one shot samplers and loop samplers is how they are controlled. In the Loop tab, the pitch and level of each of the 4 samplers is hard-wired to be controlled by the loop UI at the top of the tab.

Each sampler in the loop player will also loop automatically when a sample is added into it, and will continue to loop indefinitely, or until the 'Stop' button is pressed.



Use the 'Loop Position' control to move the 'playhead' through the 4 loop layers. These will automatically crossfade across one another, controlled by the amplitude curves in the UI. The mix of levels and pitches at the playhead point will be outputted to the mixer.

You can switch between editing the curves for pitch or amplitude by using the 'Pitch/Amp' switch on the left hand-side of the loop timeline. Clicking on any of the numbers (1,2,3,4) will select the curves that control a particular sampler, and the mode (Pitch or Amp) will show either the pitch or amplitude curve applied to that sampler. As with any curve in Igniter, click and drag on a section of the curve to change its shape, left-click to add points, and right-click to remove a point.



Mod System

The mod system allows you to design complex behaviours for multiple parameters quickly and easily. Igniter becomes extremely powerful when this system is used to its maximum potential. You can also think of the mods as 'generic modulators', which can be used from the Master Revs control or with an LFO to give shape and complexity to various parameters in the plugin.



Igniter includes 8 mods. Each mod can have multiple, and different parameters assigned, and have its own set of behaviour, but fit into the master Igniter system. Every mod is controlled by the Master Revs control. This value will link to the value of each of the four mods, and will filter down to every parameter used in every mod, within the range set for that parameter. This allows you to have a central control to 'drive' (pun intended) anything within Igniter from this main control system. It is a powerful and elegant way to design a complex system of different, but interrelating parameters.

Each mod can have a curve applied to every parameter assigned to the mod. This allows you to easily design non-linear and unusual behaviour and apply it to a single parameter or a group of parameters very easily. As with every curve in Igniter, double-click on an area of the curve to add new points, and click and drag on a section of the curve to adjust the shape of the curve in this section, between two points.

Use the **tab controls** at the top of the mod system to navigate between mods. When you are displaying a particular mod, you can add, remove and edit the parameters assigned to this mod only.

To add a parameter to the mod, click and hold on the name of the parameter in the main window, then drag and drop it to the mod list window in the top-right hand corner. The name of the parameter will now be displayed and can be controlled instantly using the master revs control.



Every parameter added to a mod can have its own range. This can be adjusted easily using the range slider next to each parameter listed in the mod window, for each mod, by clicking on the blue 'range slider' per parameter. Click and drag the left hand-side of the slider to adjust the minimum range, and do the same on the right hand-side to adjust the maximum range. You can also shift-click and move the range without adjusting the min/max points.

This enables each parameter in the mod to have a different range, and behave differently, whilst being controlled from the Master Revs. For example, you could control the RPM of the granular engine, two different oscillators with different frequency ranges, and a flanger amount, all from the same control.

To remove a parameter, click on the 'X' next to any parameter.

There is currently no limit to the number of parameters that can be added to a mod.

Each mod also contains an **LFO**. This uses an oscillator to control movement through the mod, and to control any parameters added to it. This can be turned on/off using the on/off toggle, and a **gain** and **frequency** set using these controls. Increasing the frequency will make the LFO move faster, modulating all the mod's parameters faster. The gain control allows you to control the depth of the LFO's modulation through the mod. A different wave shape for the LFO modulation can be selected using the wave shape dropdown.





The LFO will always center around the position of the master REVs controller, allowing all modulation to be linked to the position of the main controller.

File Browser

The File Browser allows you quick access to Igniter's factory assets library, or to any other files on your computer that you want to use in the One Shot or Loop systems.



The browser includes two tabs at the top of the screen. The 'Library' Tab defaults to the location of Igniter's Factory Assets, which are included in the plugin, or can be added to the 'File' tab allows you to navigate on your local/external drive to source a file or folder of your own assets (including external drives).

Once you have selected a file from either the library or a location on your computer, click and drag the name of the file onto a bank in the main UI window.

NB - You can also drag and drop files or folders from outside of the plugin into Igniter, and they will be loaded automatically into the engines of the plugin.

The File Browser includes a handy 'tag' system, that allows quick access and filtering of the plugin's factory assets. By clicking on a tag, or a number of tags, you can filter the large list of assets available and refine your search using the search bar.

The File Browser includes a **search bar** to filter the contents of the factory library or your own folders.

Simply click inside the search bar and start typing. The browser will automatically start to filter and display a new list of contents based on your search terms. Use the 'UP' arrow button to jump up a level on your operating system (when in the 'File' tab) You can scroll through the list of assets displayed in the browser window using the scroll wheel on your mouse, or by grabbing the grey panel on the left-hand side of the window.

You can easily **preview** any file displayed in the browser before adding it to any Igniter tab.

Activate the File Preview by clicking on the 'speaker' icon on the left.

Use the volume slider to set the appropriate level for preview playback, and click on any sample to hear a preview.



FX Rack and Mixer

All tabs output to the Mixer and FX rack. The output from each channel of the FX rack and master FX rack feed into a pan, FX send and fader per channel.

- Volume faders are routed post-FX
- Sends are pre-FX
- Panning is post-fader, post-FX

Like most parameters in Igniter, faders, panning and FX sends can all be added to the mod system.

Igniter also includes an **FX Bus**, for parallel processing. This can be particularly helpful when adding reverb to your designs, but can use its own FX rack for more complex processing. For example, you might want to send the 'engine' output from a design using granular and loop into a larger space, but keep sweeteners like gear change 'clunks' dry, by not routing the output of the one-shots to the reverb.

Control the mix of audio sent to the FX bus using the 'Send' controls under each fader in the mixer area.

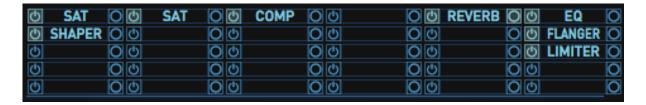


To add FX to an FX rack, select one from the dropdown. There are five slots connected in series, per FX rack.



To activate an effect, click on the 'power' button for that slot on the left-hand side of the slot. To display the contents of an FX slot, click on the 'O' button for that slot on the right-hand side of the slot.

The contents of the slot will be displayed in the viewer window below the FX rack.



Each slot contains a range of effects to choose from:

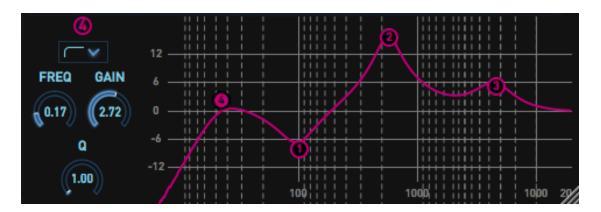
- EQ
- Saturation
- Compressor
- Limiter
- Flanger/Chorus
- Transient Shaper
- Ring Modulator
- Noise Gate
- Doppler
- Convolution Reverb

Each of the effects can be added once per FX rack.

Any of these eight effects can be added to the Master bus by adding them in any of the four available slots. FX are also fully automatable.

EQ

We have designed an all-new EQ for Igniter. This is a more advanced and friendly addition to the FX rack, and differs from other EQs in Krotos products.





This is a parametric EQ, with up to 5 bands. Adding a new band can be done by double-clicking on any area of the EQ, and a band can be removed by right-clicking. Clicking on the number above any band will access the values for that particular band on the panel on the left hand-side of the EQ. Here you will see the values for **Frequency**, **Gain** and **Q** of that particular band. Moving these values in the left panel will be reflected in the display, and vice-versa. The type of filter for each band can be changed using the the box to the right of the band number on the left-hand side. All parameters are automatable.

The remaining effects are very similar to those from other Krotos products, which you may have encountered before.

Convolution Reverb

You can add a convolution reverb onto any FX rack in Igniter. Once added, click on the **Load IRs** button to navigate to an impulse response. When selected, this will be loaded into the effect.



This is helpful for adding effect such as a vehicle driving through a space dynamically, or for simulating 'interior' perspectives.

Use the **Mix** control to blend the effect with the dry signal. Use the **Level** control to balance the gain of the effect, once processing has been applied. A **Predelay** can be added with the control, delaying the reverb by a certain amount before processing. The impulse can be manipulated with the **decay** control, which will reduce the late reflections of the signal processed with the impulse response.



Doppler

A Doppler effect can be added to any FX rack in Igniter (including the master and FX rack). This can be used to simulate the movement of a vehicle through a space, particularly as the pitch of a vehicle changes as it approaches and/or moves away from the listener.



The Doppler will automatically apply amplitude attenuation and panning from the main control.

Simply move the blue 'puck' indicator through the UI to control the effect.

Distance controls the range of the Doppler, in metres. This value will be heard when you are at the edge of the UI (with a max of 100m). **Rolloff** controls the attenuation range applied, with 0 at the center of the UI, eg when set to 30db, the Doppler will attenuate the volume by 30db at the edge of the UI, and be at 0db at the center. This allows you to control the range of volume attenuation easily. The **Spacing** control affects the distance between two virtual microphones used in the effect, producing differences in the way sound arrives between left and right channels. **Smoothing** influences the response of the Doppler effect, between 0 (no smoothing) and 100 (max smoothing). **Slope** affects the 'shape' of the volume attenuation applied by the effect. At 0, this will be linear, and can be made 'sharper' for faster pass-by effects by increasing this value. **Spread** controls the stereo image of the effect

The Doppler effect can also be added to the mod system, for even more dynamic control. This way you can add Doppler in combination with any other effects or behaviours you have designed. To do this simply grab labels 'SourceX' and 'SourceY', and drag them into the mod area for any of the available mods, and adjust the parameter ranges to taste.

Rendering Audio

To record the output of the plugin, simply automate the Master Revs control, or any other controls you are choosing to use in your design, select a time region in your DAW, and render.



Multichannel Routing

Igniter is a 12-channel plugin, that allows you to route stereo pairs from each module to individual tracks in your DAW for ease of mixing or routing.

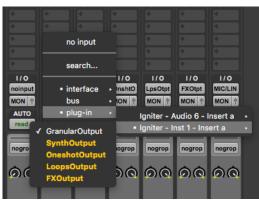
In your DAW of choice, create four new audio tracks, and set the input of these to Igniter. From here you will be able to select an individual engine to route from.

For example, in Pro Tools, once you have added the Igniter plugin to your session, create 4 more stereo audio tracks. In the I/O section of the mixer, under input, choose 'Plugin' > Igniter, and then an engine to route this this track. Do this for all 4 tracks to route all four engines.

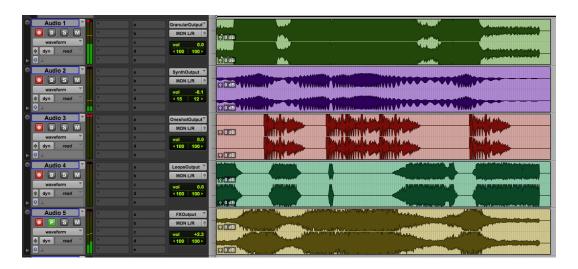
They should appear as in the screenshot on the right. Arm the tracks, and your session, and press record/play.

The output will be recorded directly from the plugin into your DAW's timeline, post-fader, including all variations, FX etc.

This is ideal for mixing the outputs of the individual engines of Igniter, giving you even more control, allowing you to add your other favourite plugins on these audio tracks, or break out these tracks to an analog desk or control surface. This feature also allows easy bouncing of each layer from with the plugin, ready for export into a game engine or audio middleware solution.









Presets

Igniter includes a huge range of presets to use in your projects or to introduce you to working with the plugin.

Click on the name of the preset in the top bar to load, save or alter a preset.

Use the arrows in the top bar, on the right-hand side to move through the presets, load a new preset or save your settings. Clicking 'Save' will attempt to save over an existing preset or create a new one if possible.

Clicking on 'Menu' will reveal other options. Here you can view the software license by clicking on 'License', with our FAQ and contact support by clicking on 'Support', or check if there are any updates available, by clicking on 'Update'.

FAQ

What is Igniter?

Igniter is a vehicle design system, allowing design of complex vehicle behaviour with a huge degree of control and variation at high speed. It combines many types of audio processing and can also be used for other purposes outside of vehicle design.

What does Igniter include?

Igniter ships with a huge range of real-world vehicles that have been pre-prepped and designed by the Krotos team, in partnership with world-class sound recordists. It also includes a huge factory library of loops, foley, passbys, sweetners and much more. The plugin includes everything you would need to design high-quality vehicles for post-production, games and more.

Can I use sounds I design in Igniter in my film/TV/game project?

Yes. Anything designed with the plugin can be used in any of these projects without further licensing

Can I use my own assets/recordings?

Yes, you can use any .wav or .aiff audio file into the one shot or loop system to use in your designs. At this time, users cannot input their own audio assets into the granular engine. If you are interested in doing this, or have a project requiring custom work of this kind, please contact sales@krotosaudio.com.

Can I use my own synths and effects?

Adding your own synths or plugins into the plugin, or part of the Igniter mixer is currently not supported. However, since Igniter is a multichannel output plugin, you can route the output of each module to your DAW for further processing or mixing.



Can Igniter be used for something other than vehicles?

Of course! Igniter is an extremely powerful and flexible sample/synthesis engine that can be used for a variety of sound design tasks. By layering your samples (and the factory assets) you can create a huge range of results and flexible, performable behaviour.

Can I get a demo?

Yes! Igniter can be used for 10 days as a fully-functional demo without a license. After installing and running the plugin for the first time you will be prompted to start a demo. You do not need to have an iLok license or activation key given to you to start a demo. If you have any further questions, please refer to our help page here:

https://www.krotosaudio.com/support/faq/i-start-demo/

Is the demo different to the other versions of Igniter?

The only difference is that the demo includes far fewer assets and presets than other versions. Unfortunately, we cannot offer the full version of Igniter with a full library of factory assets for evaluation, because of the size of the library (6GB+). In every other way, the demo is identical to the full version of the plugin.

Why is Igniter only available in 64-bit?

As a small team, we focus our resources on the most popular platforms and setups, so we can support our core users as best we can. We also follow trends in the industry as other companies choose to drop support for certain older configurations of audio products. We have found that the majority of our customers use our products in 64-bit. If there is a significant drive from the community for 32-bit support we will aim to support this a best we can in the future.



End User License

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 Igniter software ("Software"); and documents relating to the Software ("Documents").

We licence the 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 10.9, 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 (64-bit) 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 CONDITIONS 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 license 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-todate 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. 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

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*Other names and brands may be claimed as the property of others.

Sound Libraries included in software: End User License Agreement

This End User Licence Agreement ("Licence") is a legal agreement between you ("Licensee" or "you") and Krotos Ltd., a company registered in Scotland with registered number SC458616 and registered address at Citypoint, Haymarket Terrace, Edinburgh EH12 5HD ("Licensor", "we" or "us") for (i) use of any sound library or sound libraries created by the Licensor (the "Sound Library" which term shall be a reference to each and any sound library of the Licensor and collectively to all of the sound libraries made available by the Licensor from time to time) and (ii) any documentation supplied in relation to the Sound Library ("Documentation").

We only process personal data in accordance with our privacy policy. This policy can be viewed at https://www.krotosaudio.com/privacy-policy/

IMPORTANT NOTICE TO ALL USERS:

BY DOWNLOADING THE SOUND LIBRARY OR CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES, WHERE APPLICABLE. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5 (IF YOU ARE A BUSINESS) AND CLAUSE 6 (IF YOU ARE A CONSUMER).



BY ACCESSING AND/OR USING THE SOUND LIBRARY YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BE A BINDING CONTRACT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENCE THE SOUND LIBRARY TO YOU AND YOU MUST CEASE TO ACCESS AND/OR USE THE SOUND LIBRARY IMMEDIATELY.

IMPORTANT NOTICE TO CONSUMERS:

AS A CONSUMER, YOU HAVE THE RIGHT TO WITHDRAW FROM YOUR TRANSACTION WITHOUT CHARGE AND WITHOUT ANY REASON 14 DAYS BEFORE DOWNLOADING THE SOUND LIBRARY. HOWEVER, YOU WILL LOSE THE RIGHT TO CANCEL THE TRANSACTION ONCE YOU BEGIN TO DOWNLOAD THE SOUND LIBRARY. THIS DOES NOT AFFECT YOUR CONSUMER RIGHTS FOR DEFECTIVE DOWNLOADED SOUND LIBRARY.

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

1. Grant and Scope of License

- 1.1 In consideration of you agreeing to abide by the terms of this Licence and paying the applicable licence fee to the Licensor, the Licensor hereby grants to you a non-exclusive licence to use the Sound Library and Documentation in accordance with the terms of this Licence including, without limitation, strictly for the Permitted Use (as defined in clause 1.4 below) and in accordance with the Licensee's Undertakings (as set out in clause 2 below).
- 1.2 The Licence to use the Sound Library and Documentation is granted to a single user only. You cannot transfer ownership of the Sound Library and Documentation; the Sound Library and Documentation is licensed not sold to you.
- 1.3 The Licence does not include the right to any upgrades, additions, new versions or improvements to the Sound Library which may be made from time to time ("Upgrades") and we reserve the right to release these, and to charge further fees in respect of such Upgrades at our sole discretion.

1.4 "Permitted Use" means the right to:

- a. use of the Sound Library to create sound effects for use in any film, music, television program or computer game, but this does not include the right to resell the Sound Library as a standalone product in whole or in parts;
- b. use the Sound Library as a soundtrack "synced" with visual images, or sounds as part of your product/production;
- c. use the Sound Library as part of the public viewing or broadcast of your product/production, including but not limited to videos, DVDs, web sites, podcasts, multimedia presentations, films, television, and radio.

2. Licensee's Undertakings

2.1 Except as expressly set out in this Licence in relation to the Permitted Use, you undertake not to:

- a. distribute (commercially or otherwise) or re-package in whole or in part the Sound Library or alterations of and modifications to the Sound Library;
- b. electronically transfer samples from the Sound Library or alterations of and modifications to the Sound Library to another person or group of people over the Internet, or place them in a computer network to be accessed by multiple people;
- c. include the Sound Library or alterations of and modifications to the Sound Library in any library (e.g. sample instrument, sound effects library, etc.) online or offline.
- d.bundle sounds in physical products such as toys, automotive products or wearable tech; e.sell as ringtones or incorporate raw sound effects files as part of a web or app-based soundboard.
- 2.2 All unauthorized copying, trading, giving, lending, renting, redistributing, trading, sharing or reselling of the Sound Library, or any part thereof, is expressly prohibited.
- 3. Intellectual Property Rights
- 3.1 You acknowledge that all intellectual property rights in the Sound Library and Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Sound Library and Documentation other than the right to use it in accordance with the terms of this Licence, including without limitation, the Permitted Use. To the extent that the Licensor is the owner of the intellectual property rights in the Sound Library and Documentation, then the Licensor shall remain so notwithstanding the grant of this Licence.
- 4. Limited Warranty 4.1 We warrant that:
- a. the Sound Library is (at the time it is supplied) free from defects under normal use; and b. the Sound Library will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation

for a period of 90 days from the date of installation of the Sound Library (Warranty Period).

- 4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Sound Library as a result of which it fails to perform substantially in accordance with the Documentation, we will either repair or replace the Sound Library.
- 4.3 The warranty does not apply:
- a. if the defect or fault in the Sound Library results from you having altered or modified the Sound Library;
- b. if the defect or fault in the Sound Library results from you having used the Sound Library in

breach of the terms of this Licence;

- 4.4 If you are a consumer, this warranty is in addition to your legal rights in relation to the Sound Library 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. Licensor's Liability If You Are A Business User

- 5.1 This clause 5 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
- a. any breach of this Licence however arising
- b. any use made of the Sound Library by you, or of any product or service incorporating any of the Sound Library; and
- c. any representation, statement or delictual act or omission (including negligence) arising under or in connection with this Licence.
- 5.2 Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.
- 5.3 Subject to clause 5.2, the Licensor shall not be liable under or in connection with this Licence or any collateral contract for:
- a. loss of income; b. loss of business profits or contracts; c. business interruption; d. loss of the use of money or anticipated savings; e. loss of information; f. loss of opportunity, goodwill or reputation; g. loss of, damage to or corruption of data; or h. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by negligence, breach of contract or otherwise;
- 5.4 Subject to clause 5.2 and clause 5.3, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, negligence or otherwise, shall be limited to a sum equal to 100% of the applicable licence fee paid by you.
- 5.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Sound Library. In particular, there are no clauses, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any clause, warranty, representation or other term concerning the supply of the Sound Library which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 6. Licensor's Liability If You Are A Consumer
- 6.1 You acknowledge that the Sound Library 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 Sound Library meet your requirements.
- 6.2 If you are a consumer, we only supply the Sound Library for domestic and private use. You agree not to use the Sound Library 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 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in clause 6.4 below, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is KROTOS LIMITED IS INCORPORATED AND REGISTERED IN SCOTLAND WITH COMPANY NUMBER SC458616 WHOSE REGISTERED OFFICE IS AT CITYPOINT · 65 HAYMARKET TERRACE · EDINBURGH · EH12 5HD. · UK

foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.

- 6.4 Our maximum aggregate liability under or in connection with this Licence whether in contract, negligence or otherwise, shall in all circumstances be limited to a sum equal to 100% of the applicable licence fee paid by you. This does not apply to the types of loss set out in clause 6.5.
- 6.5 Nothing in this Licence shall limit or exclude our liability for:
- a. death or personal injury resulting from our negligence; b. fraud or fraudulent misrepresentation; or c. any other liability that cannot be excluded or limited by law.

7. Termination

- 7.1 The Licensor may terminate this Licence immediately by written notice to you if:
- a. you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
- b. a petition for a bankruptcy order to be made against you has been presented to the court; or
- c. the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 7.2 Upon termination for any reason:
- a. all rights granted to you under this Licence shall cease; b. you must cease all activities authorised by this Licence; c. you must immediately pay to us any sums due (if any) under this Licence; and
- d. you must immediately delete or remove the Sound Library from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Sound Library then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.
- 8. General 8.1 Entire Agreement. This Licence and any document expressly referred to in it represents the

entire agreement between us in relation to the licensing of the Sound Library and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

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- 8.2 Modification. No variation of or amendment to this Agreement shall bind either Party unless made in writing and signed by both Parties.
- 8.3 Severability. In the event that any clause of this Licence is held to be invalid by an authority having jurisdiction over this Licence, that clause may be deleted from this Licence and the remaining clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the Parties.
- 8.4 No Waiver. No delay, omission or failure by the Licensor to exercise any right or remedy shall operate as a waiver. Any partial exercise of a right or remedy shall not preclude any other or further exercise of any such right of action.
- 8.5 Notices. All notices given by you to the Licensor must be given to Krotos Ltd. at the address stated above. The Licensor may give notice to you at either the e-mail or postal address you provided to it when registering with us. Notice will be deemed received and properly served 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.
- 8.6 Assignment. This Licence is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent. The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.
- 8.7 Force Majeure. The Licensor shall not be liable for any failure to perform, or delay in the performance of, any of the Licensor's obligations under this Licence that is caused by an event outside the Licensor's reasonable control.

9. Law and Jurisdiction

This Licence is governed by Scots law. Any dispute arising from, or related to, any term of this Licence shall be subject to the non-exclusive jurisdiction of the courts of Scotland.