

KROTOS

SIMPLE CONCEPT

MANUAL

Contents

1. Simple Concept	3
2. Adding the plugin to your session.....	4
3. Copy Protection	4
4. Activating the plugin	4
5. Getting Started with Concept	5
6. Presets.....	5
7. Macros	10
8. ADSR.....	11
9. Tweak It.....	11
10. Oscilloscope	12
11. End User License	12

1. Simple Concept

Simple Concept is a simple software synthesiser from Krotos.



Simple Concept takes a simplified approach to performing with a soft synth, powered by three simple but powerful macro controls, and our unique 'Tweak It' customisation system to create a new and exciting workflow.

The plugin aims to be engaging and quick to produce satisfying results, no matter what your experience of synthesis. Like all Krotos products, it also aims to be a performative audio product, focusing on live performance, shaping and interaction.

The plugin is a VSTi/AUi/AAX instrument and is supported on most major DAWs, including Ableton Live, FL Studio, Logic Pro X, Pro Tools, Nuendo, Cubase, Reaper and Studio One.

If you have any issues or questions, please contact support@krotosaudio.com



VST is a registered trademark of Steinberg Media Technologies GmbH

2. Adding the plugin to your session

Once you have run the installer, you should find the plugin in your host's plugin list. The installer will automatically take care of placing the relevant plugins in the correct location. However, you can choose custom locations for VST and VST3 for Windows if you prefer to use a custom plugin folder. Please make sure your DAW is setup to scan for this folder, and you may need to rescan your plugin folder to get started, if Simple Concept does not appear immediately.

The plugin will appear in your plugin list as 'Simple Concept'.

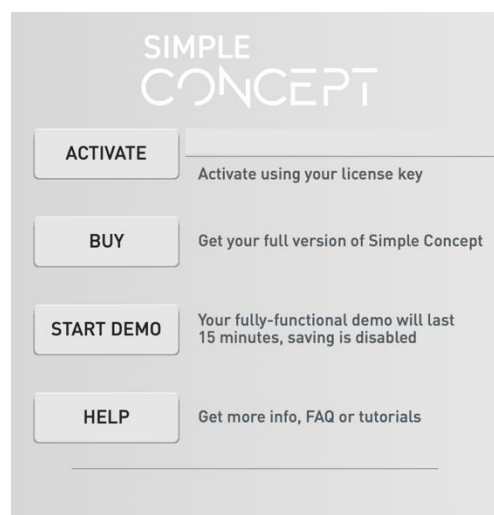
3. Copy Protection

The plugin uses Krotos' own system for copy protection. When you open the plugin for the first time, you will see this screen. From here you can choose how you would like to move forward, either starting a demo, activating using a license key, or getting more information by clicking on 'Help' or 'Buy'.

4. Activating the plugin

You only need your license key to activate a full license for the software, which would have been emailed to you when you completed your purchase. Enter this in the space to the right of the 'Activate' button, and then hit this button. There will be a slight pause, then the plugin will be ready to use.

Your license allows you two activations of Simple Concept, on to different machines.

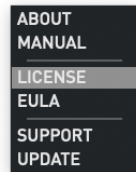


To start a demo, simply choose the 'Start Demo' option from the screen that appears when you open the plugin. This will start your 15 minute, fully-functional demo. During this period, saving is disabled, and after 15 minutes you will no longer be able to generate sound using the plugin. You will see 'Demo' appear in the top bar of the plugin during this 15 minute period. When your demo period is up, you can delete the plugin and add it again to start a new 15 minute period.



If at any time you want to check your license key, or deactivate the plugin, you can do so using the Menu from the top bar of the plugin

To deactivate, click on the 'Deactivate' button in this window. This is helpful if you have run out of activations and need to activate on a new machine. Choose 'Yes' in the confirmation window to confirm the deactivation.



5. Getting Started with Concept

Play a note on your MIDI keyboard or send in midi information from your DAW to here a sound from the plugin.

NOTE – Simple Concept does not support midi assign from within the plugin at this stage. To control any parameters within the plugin, you will need to access and assign them using your DAW's midi system. E.g in Live, hit 'Configure' on the plugin in the audio plugins section, and move a control in the Simple Concept UI. This will be exposed to Live's midi and automation system, and can be assigned to any midi controller using CTRL-M (on Windows) and CMD-M on OS X.

6. Presets

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, and use 'Save' and 'Save As' to save presets.



Clicking on the name of a preset will produce a dropdown menu showing the different preset categories in Simple Concept. Hovering over any of these categories (e.g. Bases, Pads etc) will open another slide containing the names of presets. Click any of one these to choose that preset.

Simple Concept contains a category of presets called '**Audio Input**'. These use the plugin's unique 'Audio Input' modulator to quickly connect other elements of your track into your synth settings and modulate them quickly and easily.

Macros for these presets will include one dedicated to the gain of the incoming signal (usually called 'Pre-gain') which is powerful way of adjusting and performing these presets.

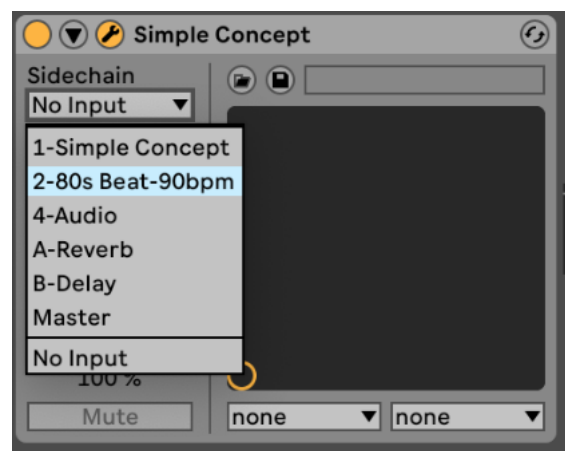
To send an audio signal into the plugin to make the most of these presets, follow the instructions below.

Depending on your DAW, the setup and function of this feature will be different or limited. See below for more details.

Although you can feed audio into Simple Concept, this is only used as a modulation source, and cannot be used as a traditional audio input, or fed into the filter or FX at this time.

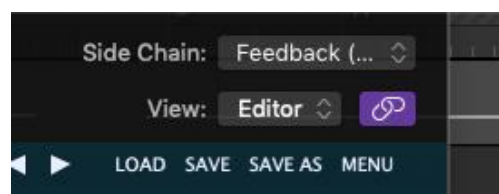
NOTE - This feature is currently not supported in Studio One or FL Studio.

In Ableton Live, open the sidechain menu by clicking on the 'down arrow' button in the top of the plugin window in Live's bottom panel. Now select the track which you would like to use as the audio source from the dropdown menu. Make sure you have audio on this track, or you have armed the live mic input. Set the gain and mix values as you like, and play some audio on this track. In Simple Concept, open one of the 'Audio Input' presets, press play in Ableton and feed some audio into the sidechain.



In Logic Pro X, add audio to another track. In Simple Concept, activate the sidechain in the top-right hand corner of the plugin, and select the name of the track you wish to control the audio input modulator, and click the 'chain' icon, which will change to a purple colour (see below).

Add an Audio Input modulator in Simple Concept, and select 'Sidechain 1' in the dropdown on the right of the modulator. You should now see signal coming into the modulator.



If you do not see the 'chain' icon in your plugin window, you will need to activate it using Logic's preferences. To do this, go to Preferences > Advanced Tools > and check 'Show Advanced Tools'.

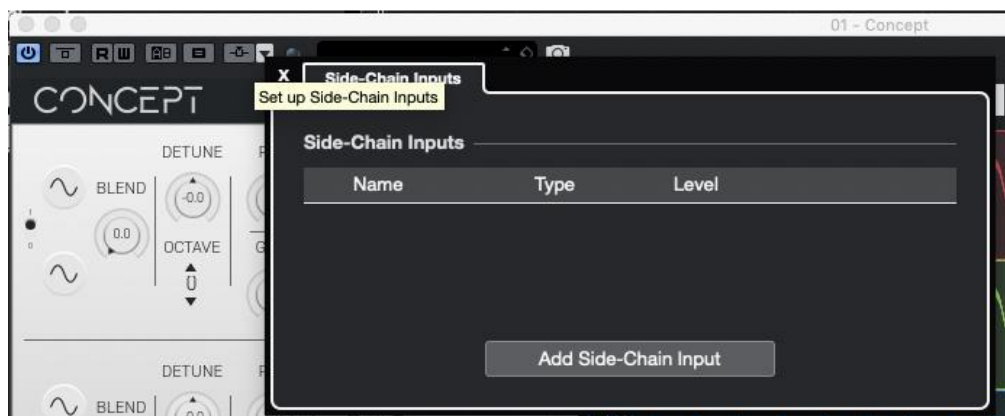
In Pro Tools, add audio to an audio track. Send the output of this track to a bus 1-2. In the input section of the instrument track containing the Simple Concept plugin, choose the bus you have routed to (it should be set to Bus 1-2)

Add an Audio Input modulator in Simple Concept, and select 'Sidechain 1' in the dropdown on the right of the modulator. You should now see signal coming into the modulator.

In Cubase and Nuendo, create an Audio Track and add some audio to use as a modulation source. Create an instrument track with Simple Concept VST (AU plugins in Cubase and Nuendo cannot use this feature).

Click the dropdown next to the side chain button (arrow down). Click Add Side-Chain Input.

Please note the following screenshots use our Concept plugin, but the process is the same for Simple Concept.



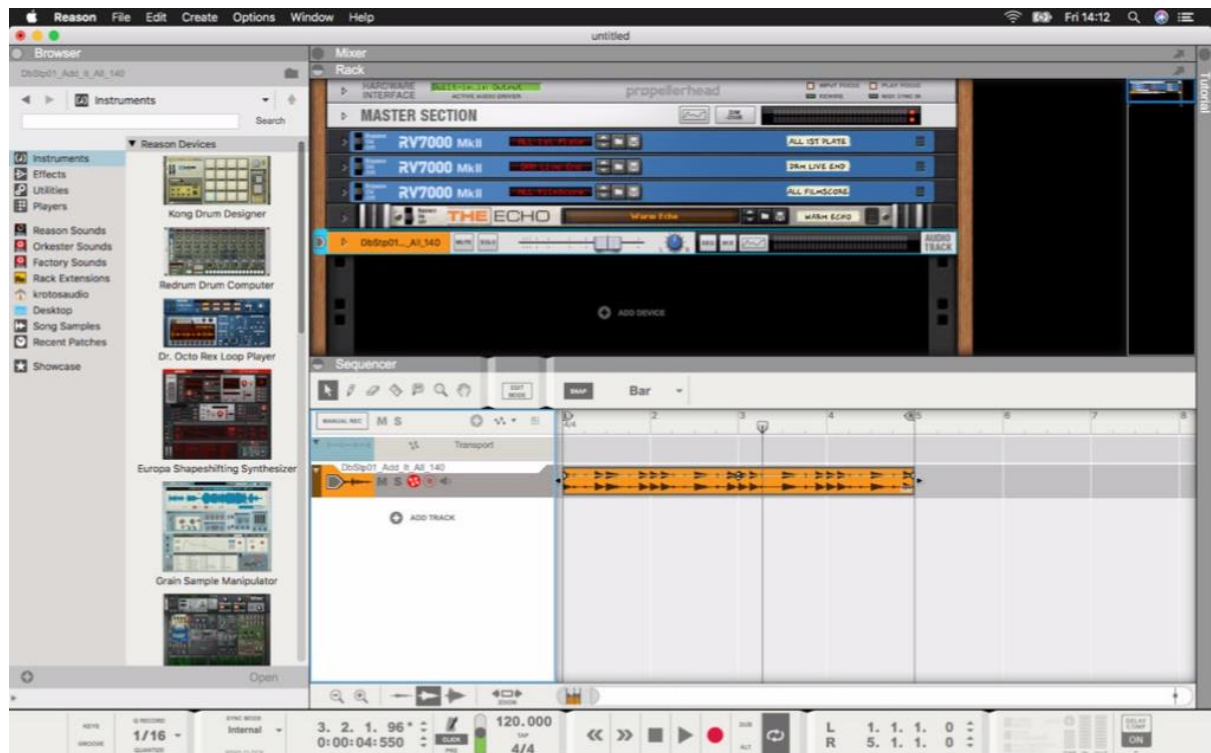
Select Audio Track, then Enable Side-chain by clicking the toggle. Select Sidechain2 in the Audio Input Mod (sidechain 1 will not receive audio by default)



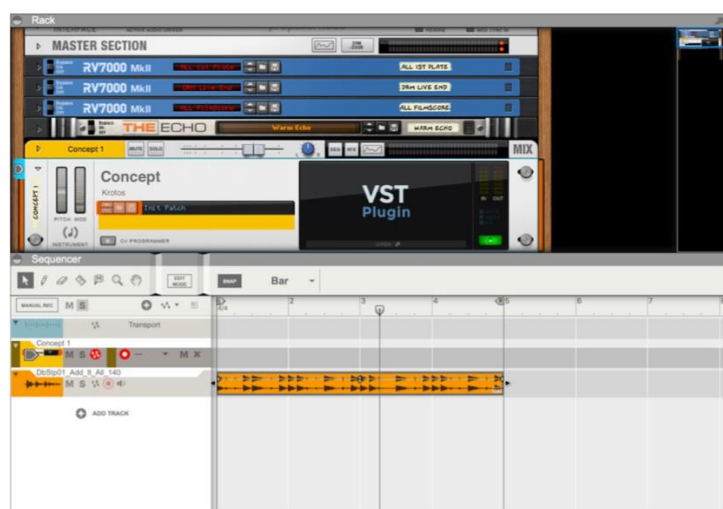
In Reason 10 or above

Add a source for the audio input: This can be either an audio file, instrument or live input.

Now add the Simple Concept plugin.



Press Tab to access the back of the Rack.



Expand the routing section on the source. Do this by clicking the arrow next to the instrument/track name (on the left).



Click and hold the mouse while hovering above either PARALLEL or DIRECT OUT.

This depends on whether you want to keep the original signal or not. Parallel will not affect the track while direct out will route the audio straight to Concept, therefore you will not be able to hear it.



Connect the desired source track to the AUDIO IN L (1)

Concept accepts one mono connection in Reason. Please make sure you've connected the source to the LEFT audio input.



NOTE - This feature is currently not supported in Studio One or FL Studio.

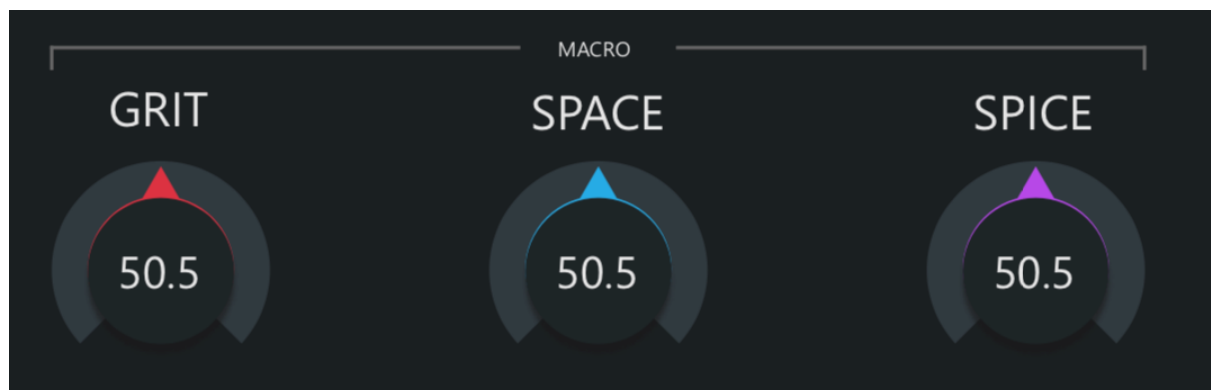
In Reaper, add audio to another track. Click and drag the 'route' button in the audio track to the track containing Simple Concept.

Set the audio channels to 3/4 for the destination track (As above) and set to 'Pre-FX' (as above). This will also you to send the audio from your track into Simple Concept without you hearing this audio in your session. To test the output, turn down the fader on your audio track, so the audio signal only is sent to Simple Concept, and not to the master. Add an Audio Input modulator in Simple Concept and select 'Sidechain 1' in the dropdown on the right of the modulator. You should now see signal coming into the modulator.



7. Macros

The macros are at the core of Simple Concept. These three controls each influence a number of parameters under the hood of the plugin, carefully configured by our sound designers for maximum performability. This allows you to have delicate control over a set of behaviour without having to dive through banks of controls.



Each preset in Simple Concept makes use of all three macros. Depending on which set of parameters a macro is controlling, a different name will appear. This may be very straightforward, like 'Filter', or more abstract, like 'Grit' or 'Spice'. The best way to get to grips with these controls is to explore them whilst playing and find the sweet spots in each control which inspire you.

Each Macro is also given a colour for quick reference. Please note that these colours do not directly relate to the colours used in Concept's modulation system.

NOTE – You cannot change the assignment of behaviour, or names of the macros in this version of the plugin.

8. ADSR



Simple Concept includes a classic ADSR envelope to shape the output of the synth. This can be controlled with the individual dials for Attack, Decay, Sustain and Release.

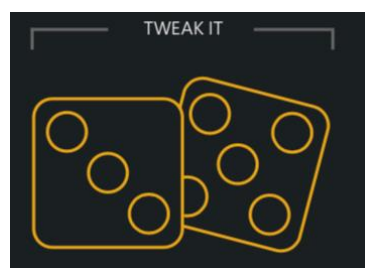
9. Tweak It

Tweak It is a 'controllable customisation system'. This allows you to add variation to your settings within certain ranges, for certain parameters, which have been pre-configured inside each preset in Simple Concept. Rather than completely randomise a patch, you can choose to randomise parts of it, by certain amounts, to throw in some surprises or shake up a preset you already like.

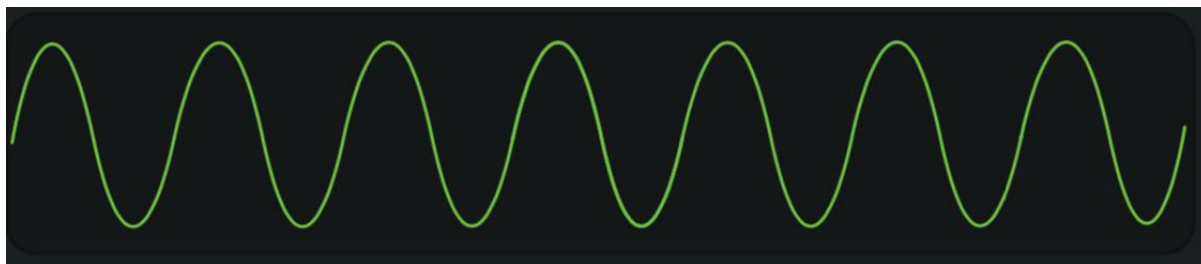
All Simple Concept Factory Presets are set up to use Tweak It by default, with preconfigured amounts linked to the Tweak It system for specific parameters. You can use this system to create quick variations of Factory Presets to produce something more personal or different or use it to spice up any of your own designs, or as a way to finding new inspiration.

Clicking on Tweak it will trigger a brief animation to show you have tweaked your preset.

NOTE – Tweak it affects parameters that are 'under the hood' of the plugin UI. Don't worry if you don't see any parameters change on the screen, you will hear the difference to the preset as parameters change, hidden from view. In the main version of Concept, all Tweak It controls and parameters are available to the user.



10. Oscilloscope



The oscilloscope is a simple, but effective way of visualising the sound being produced by the plugin. It will always display the master output of the plugin and will change in 'height' based on the volume of the signal produced from the plugin (quieter notes or settings will be 'shorter' than louder ones). If you do not see anything displayed the oscilloscope, it is a sign that the plugin is not generating sound.

11. 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. ("**Licensors, us**" or "**we**") for the Simple Concept software ("**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 10.9, 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 5 AND 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. 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;

2. 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;

3. 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

4. 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:

1. 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. 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;
3. 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;

4. 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:
 1. 2.1.4.1 is used only for the purpose of achieving inter-operability of the Software with another software program; and
 2. 2.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 3. 2.1.4.3 is not used to create any software which is substantially similar to the Software;
5. 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;
6. 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;
7. 2.1.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium; and
8. 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
9. 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

1. 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.
2. 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. 3.3 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

1. 4.1 We warrant that:

1. 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

2. 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**").

2. 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.

3. 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

1. 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.

2. 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.

3. 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:

1. 5.3.1 loss of profits, sales, business, or revenue;

2. 5.3.2 business interruption;

3. 5.3.3 loss of anticipated savings;

4. 5.3.4 loss or corruption of data or information;

5. 5.3.5 loss of business opportunity, goodwill or reputation; or 6. 5.3.6 any indirect or consequential loss or damage.

4. 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. 5.5 Nothing in this Licence shall limit or exclude our liability for:

1. 5.5.1 death or personal injury resulting from our negligence;

2. 5.5.2 fraud or fraudulent misrepresentation; or
3. 5.5.3 any other liability that cannot be excluded or limited by Scottish law.
6. 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

1. 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.
2. 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.
3. 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.
4. 6.4 Nothing in this Licence shall limit or exclude our liability for:
 1. 6.4.1 death or personal injury resulting from our negligence;
 2. 6.4.2 fraud or fraudulent misrepresentation; or
 3. 6.4.3 any other liability that cannot be excluded or limited by Scottish law.

7 Termination

1. 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.
2. 7.2 Upon termination for any reason:
 1. 7.2.1 all rights granted to you under this Licence shall cease;
 2. 7.2.2 you must immediately cease all activities authorised by this Licence;and
3. 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

1. 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.
2. 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.
3. 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

1. 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.
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.
3. 9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
 1. 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
 2. 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

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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

11.1 This product uses the Intel IPP library, under terms of the Intel Simplified Software License

11.1.1 Copyright (c) 2018 Intel Corporation.

11.1.2 Use and Redistribution. You may use and redistribute the software (the "Software"), without modification, provided the following conditions are met:

11.1.3 * Redistributions must reproduce the above copyright notice and the following terms of use in the Software and in the documentation and/or other materials provided with the distribution.

11.1.4 * Neither the name of Intel nor the names of its suppliers may be used to endorse or promote products derived from this Software without specific prior written permission.

11.1.5 * No reverse engineering, decompilation, or disassembly of this Software is permitted.

11.1.6 Limited patent license. Intel grants you a world-wide, royalty-free, non-exclusive license under patents it now or hereafter owns or controls to make, have made, use, import, offer to sell and sell ("Utilize") this Software, but solely to the extent that any such patent is necessary to Utilize the Software alone. The patent license shall not apply to any combinations which include this software. No hardware per se is licensed hereunder.

11.1.7 Third party and other Intel programs. "Third Party Programs" are the files listed in the "third-party-programs.txt" text file that is included with the Software and may include Intel programs under separate license terms. Third Party Programs, even if included with the distribution of the Materials, are governed by separate license terms and those license terms solely govern your use of those programs.

11.1.8 DISCLAIMER. THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED. THIS SOFTWARE IS NOT INTENDED FOR USE IN SYSTEMS OR APPLICATIONS WHERE FAILURE OF THE SOFTWARE MAY CAUSE PERSONAL INJURY OR DEATH AND YOU AGREE THAT YOU ARE FULLY RESPONSIBLE FOR ANY CLAIMS, COSTS, DAMAGES, EXPENSES, AND ATTORNEYS' FEES ARISING OUT OF ANY SUCH USE, EVEN IF ANY CLAIM ALLEGES THAT INTEL WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE MATERIALS. LIMITATION OF LIABILITY. IN NO EVENT WILL INTEL BE LIABLE FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE TO INDEMNIFY AND HOLD INTEL HARMLESS AGAINST ANY CLAIMS AND EXPENSES RESULTING FROM YOUR USE OR UNAUTHORIZED USE OF THE SOFTWARE.

11.1.9 No support. Intel may make changes to the Software, at any time without notice, and is not obligated to support, update or provide training for the Software.

11.1.10 Termination. Intel may terminate your right to use the Software in the event of your breach of this Agreement and you fail to cure the breach within a reasonable period of time.

11.1.11 Feedback. Should you provide Intel with comments, modifications, corrections, enhancements or other input ("Feedback") related to the Software Intel will be free to use, disclose, reproduce, license or otherwise distribute or exploit the Feedback in its sole discretion without any obligations or restrictions of any kind, including without limitation, intellectual property rights or licensing obligations.

11.1.12 Compliance with laws. You agree to comply with all relevant laws and regulations governing your use, transfer, import or export (or prohibition thereof) of the Software.

11.1.13 Governing law. All disputes will be governed by the laws of the United States of America and the State of Delaware without reference to conflict of law principles and subject to the exclusive jurisdiction of the state or federal courts sitting in the State of Delaware, and each party agrees that it submits to the personal jurisdiction and venue of those courts and waives any objections. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and will not apply to the Software.

11.2 This product includes the RCH::Oscillators Library, including code written by Rob Clifton-Harvey. This code is written by Rob Clifton-Harvey under the MIT License (MIT).

11.2.1 Copyright (c) 2019 Rob Clifton-Harvey

11.2.2 Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

11.2.3 The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

11.2.4 THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.