

TONEX CAB

USER MANUAL



IK MULTIMEDIA

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1 - Overview

TONEX CAB is a High Performance active FRFR (full range-flat response) guitar speaker that offers 350W RMS of power and will give your TONEX, or indeed any other modeler, the tone, the feeling and the punch that you can only get from a traditional guitar cabinet.

It features a 12" high performance LF driver and a 1" uniform dispersion HF compression driver.

The TONEX CAB comes with side flip-out legs that allow you to tilt it back for proper orientation and optimal sound projection depending on the usage.

Additional features include effective Low, Mid and Treble frequencies controls for optimal gig-to-gig sonic balance and perfect adaptation to all spaces and locations. Plus, the innovative AMP TONE control allows you to dial in your sound, ranging from traditional amp-in-the-room punchiness to a balanced behind-the-desk studio response experience. It also includes an XLR output for CAB linking and stacking or direct FOH feed, AUX input, MIDI in-out, USB, and a GND lift switch.



2 - Features

- 2-way 350W RMS / 700W Peak powered cabinet
- 12" Celestion low frequency driver specifically designed for high power guitar applications.
- Controlled directivity high performance 1" high frequency driver.
- Ultra-low latency DSP design for optimal response and musical experience.
- 50 Hz – 20 kHz frequency response.
- Especially tailored response for true to real-amps tone models reproduction.
- Musically tailored BASS, MID and TREBLE controls for perfect adaptation to all spaces and venues.
- Exclusive AMP TONE control for real amp-like experience
- 8 total recallable presets for all parameters, also controllable via MIDI Program Changes.
- Built in IR Loader to import custom IRs.
- MIDI Input/Output for maximum control on stage.
- Dedicated AUX IN input and volume for practicing and double the cabinet as a wedge monitor.
- DIRECT OUT with PRE/POST switch for connecting the cabinet to a PA or stacking multiple cabs for maximum power.
- Tilttable design thanks to the integrated legs.
- Includes TONEX for Mac/PC SE and AmpliTube 5 SE Software
- Designed in Modena, Italy

2.1 - Dimension and weight

- **Dimensions:** 546 x 432 x 230 mm – 21.49" x 17.00" x 9.05"
- **Weight:** 15 Kg – 33 lbs

3 - Top panel

1. **LED**: indicates if the cabinet is turned on.
2. **Aux Level**: adjusts the volume of the incoming aux in signal.
3. **Bass**: adjusts the bass frequencies' volume with a shelf EQ.
4. **Mid**: adjusts the mid frequencies volume with a bell EQ.
5. **Treble**: adjusts the high frequencies' volume with a shelf EQ.
6. **Amp Tone**: increases the realism of the modeled guitar tone to make the cabinet react as a classic guitar cabinet.
7. **Preset**: operates with presets.
8. **Volume**: adjusts the master output volume.
9. **Switch**: turns ON/OFF the cabinet.
10. **8 Preset LEDs**: indicate which preset is active.



4 - Rear panel

1. **POWER AC:** power cable connection
2. **USB:** to transfer IRs and to perform firmware updates.
3. **INPUT:** line in for modelers and analog preamps.
4. **AUX IN:** to connect an auxiliary input to use the cabinet as a monitor or for playing back tracks.
5. **MIDI IN/OUT:** to change presets using midi signals.
6. **PRE/POST SWITCH:** sets if the XLR output takes the signal directly from the input without processing (PRE) or after the cabinet processing (POST).
7. **GROUND LIFT:** to avoid hums and ground loop noises.
8. **OUTPUT:** can be used to stack multiple speakers or to connect the cabinet to a PA.



5 - Operations



5.1 - Preset operations

Rotate the preset encoder to browse among the 8 presets.

Hold the preset encoder to save the current preset.

To save a parameters combination into a preset:

1. Hold the preset encoder (2s): its LED starts blinking.
2. Rotate the preset encoder to choose the slot in which to save the preset.
3. Press the preset encoder to save the current preset in the selected slot.
4. The preset LED turns green to confirm the saved status.

Each preset gets saved with its BASS, MID, TREBLE, AMP TONE and IR settings.

When editing one of the 4 knobs the 8 LEDs show the stored value as reference in **green** and the changing value in **amber**.

5.2 - Import custom IRs

By connecting the cabinet to your computer using a USB cable you can use the TONEX CAB Software to transfer custom IRs to any of the 8 preset slots available in the cabinet.

When a preset contains a custom IR its LED turns **blue**.

To bypass a loaded IR press the preset encoder, the preset LED turns back **green**.

When using the cabinet with a custom IR remember to disable the cabinet section in your modeler to avoid any unwanted double cab filtering.

6 - Output

The output in the back panel can send the signal with or without the processing of the top panel parameters.

When set to PRE the incoming signal is sent directly to the output. This is useful to send your modeler signal directly to the PA without the need of a DI Box.

When set to POST the incoming signal gets processed by the top panel parameters and sent to the output. This is helpful to stack multiple cabinets and have just the first one controlling the controls.

7 - MIDI Configuration

Each preset of TONEX CAB can be recalled via MIDI Program Changes.

- **PC00:** activates Preset 01
- **PC01:** activates Preset 02
- **PC02:** activates Preset 03
- **PC03:** activates Preset 04
- **PC04:** activates Preset 05
- **PC05:** activates Preset 06
- **PC06:** activates Preset 07
- **PC07:** activates Preset 08

The cabinet automatically sends out to the MIDI out port any incoming MIDI signal. It does not generate any MIDI itself.

8 - TONEX CAB Software

The TONEX CAB Software lets you edit any preset and assign custom IRs to any of the 8 slots available on the device.



8.1 - Installing

The TONEX CAB Software is available through the [IK Product Manager](#).

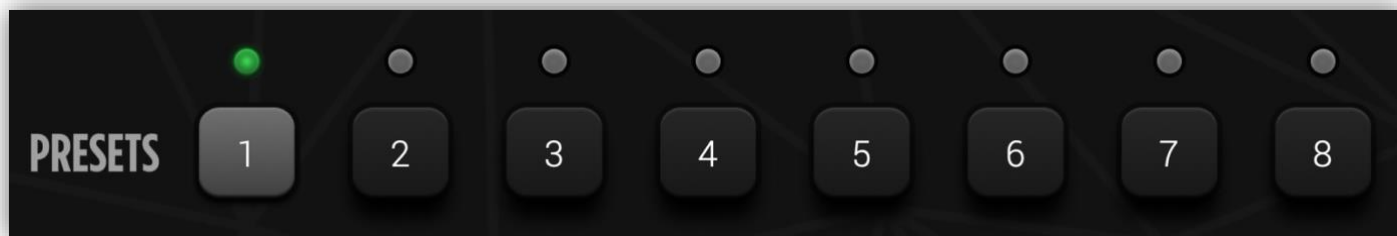
Under the hardware tab, scroll down until you see the TONEX CAB.

Once found the TONEX CAB, press the software section and the TONEX CAB Software download button.

8.2 - Preset editing, loading IRs and saving

8.2.1 - Preset selection

Press one of the 8 preset buttons to load the corresponding preset.



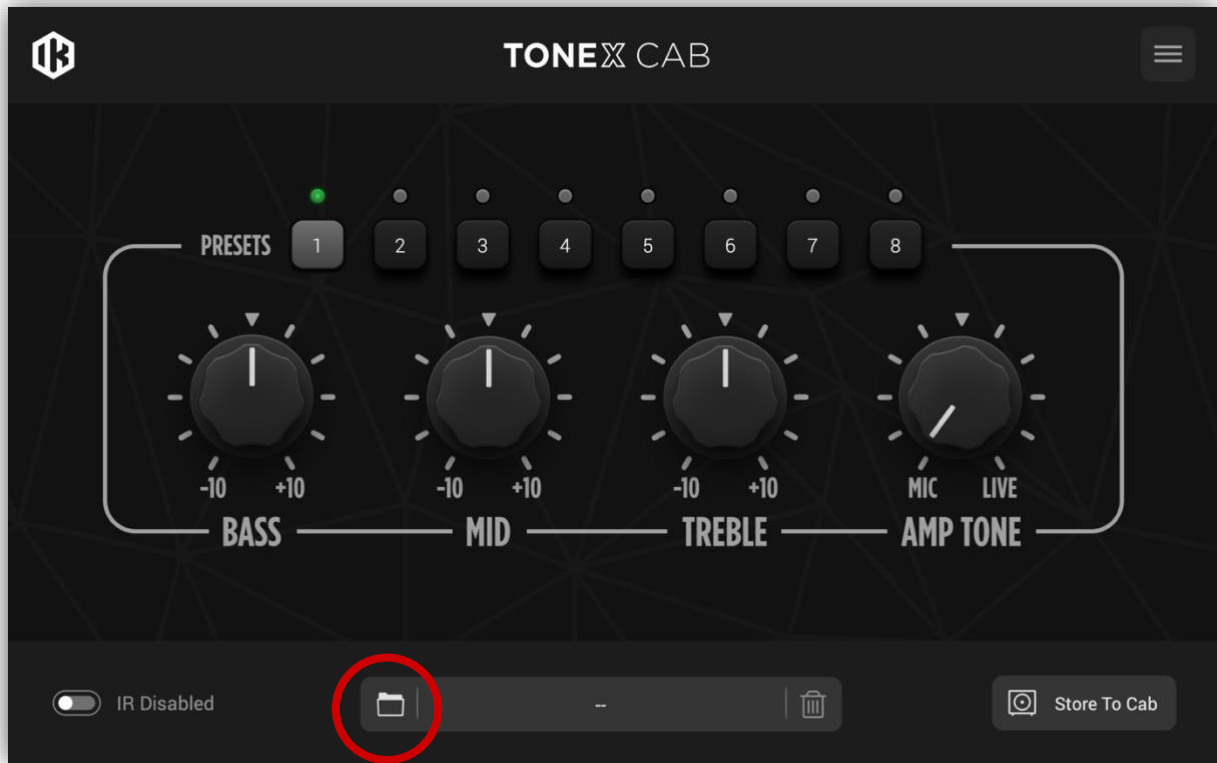
8.2.2 - Preset editing

Rotate the BASS, MID, TREBLE and AMP TONE parameters to edit the currently selected preset. This corresponds 1:1 to editing the preset on the TONEX Cab itself.

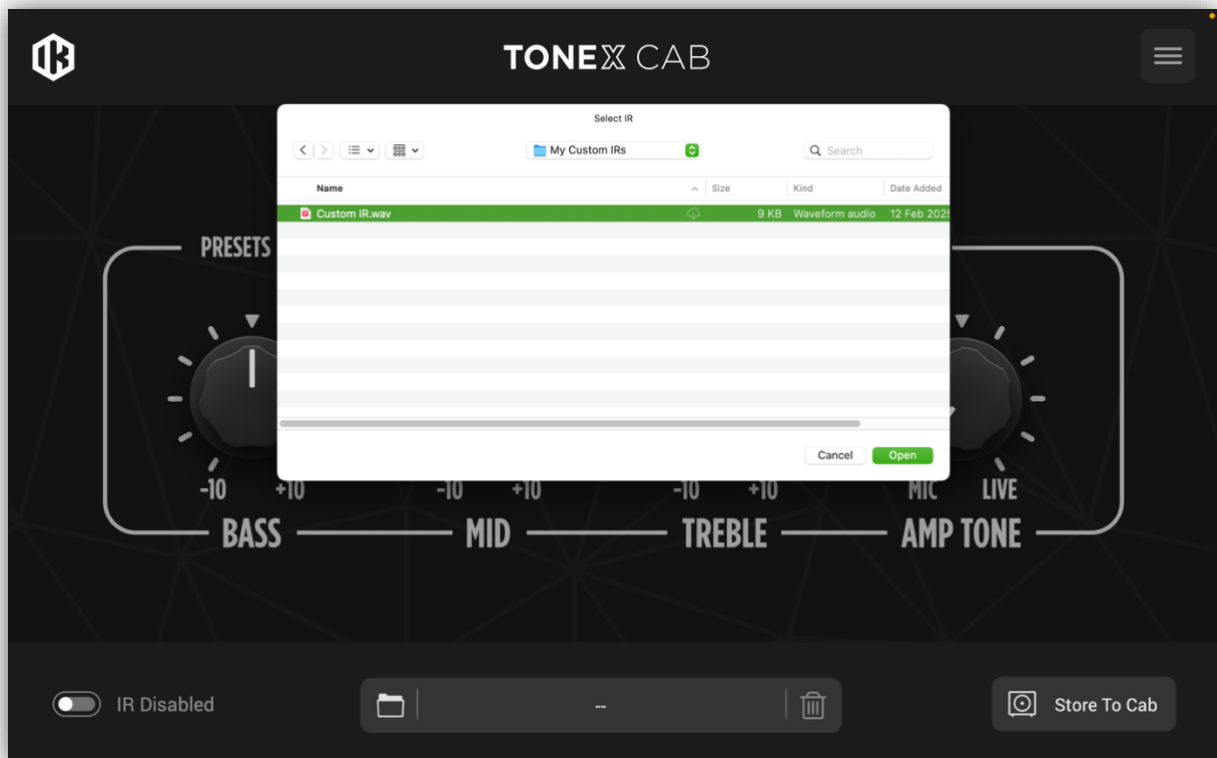


8.2.3 - Loading an Impulse Response

Press the [folder icon](#) on the bottom to load a custom IR inside the current preset.



Then select the file you want to load inside the current preset.



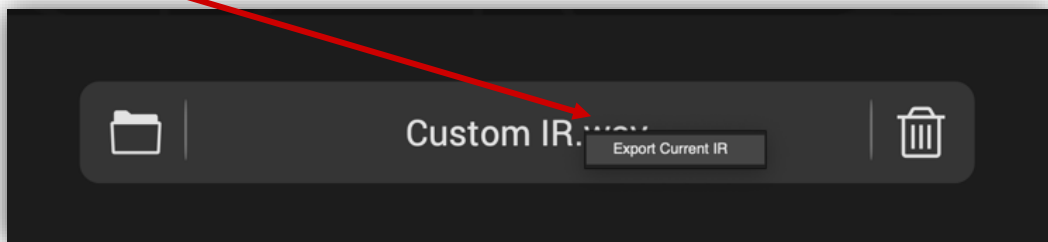
TONEX CAB

Once the IR is loaded it gets automatically enabled and its preset LED turns **blue**.



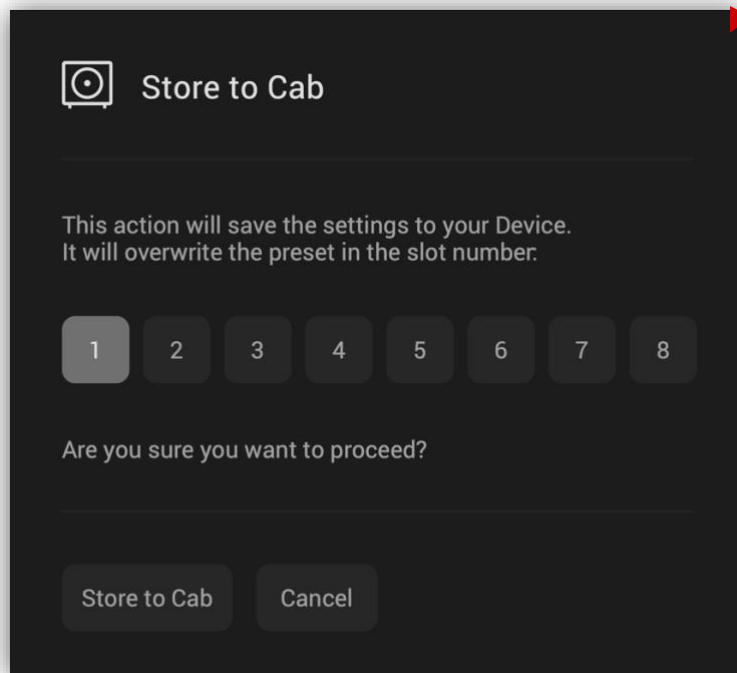
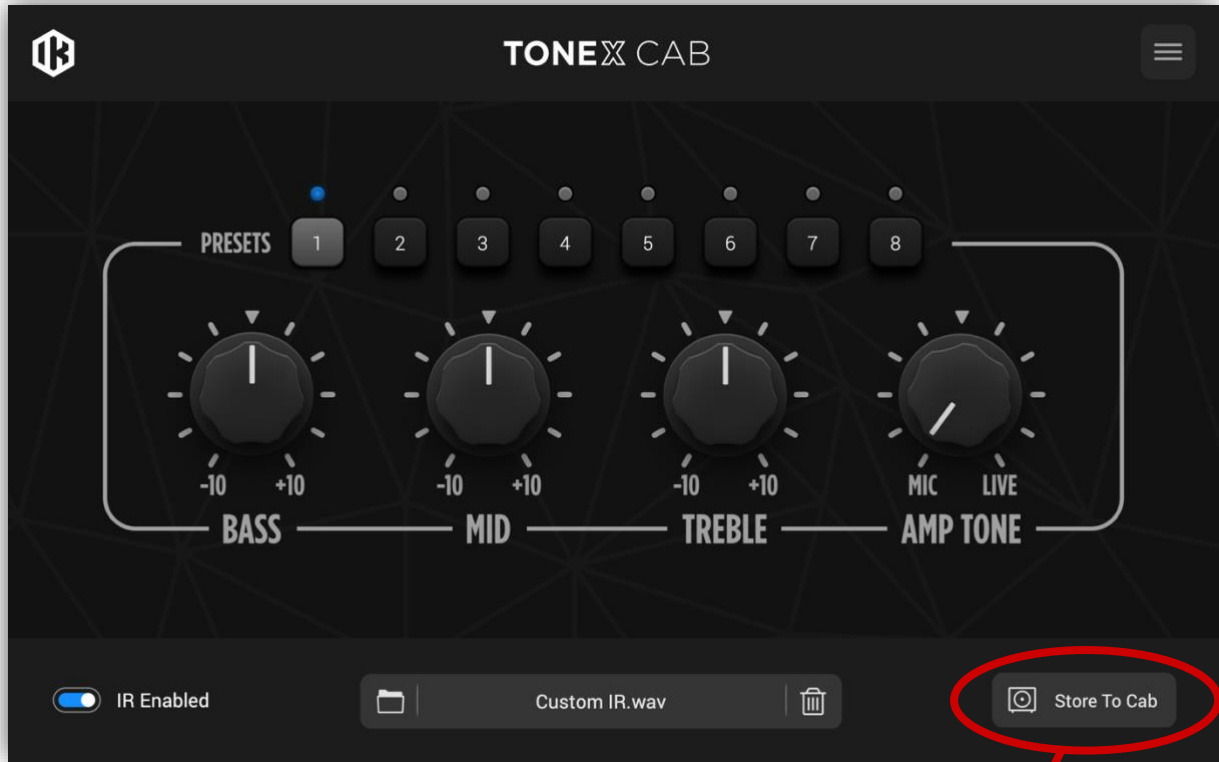
Use the [IR Enabled](#) switch to bypass the IR or the [trash icon](#) to delete it.

By [right-clicking](#) on the Custom IR name on the bottom you can export the IR to your computer.



8.2.4 - Preset saving

When the editing is done *press* the [Store To Cab](#) button to store the current setup in one of the 8 preset slots.

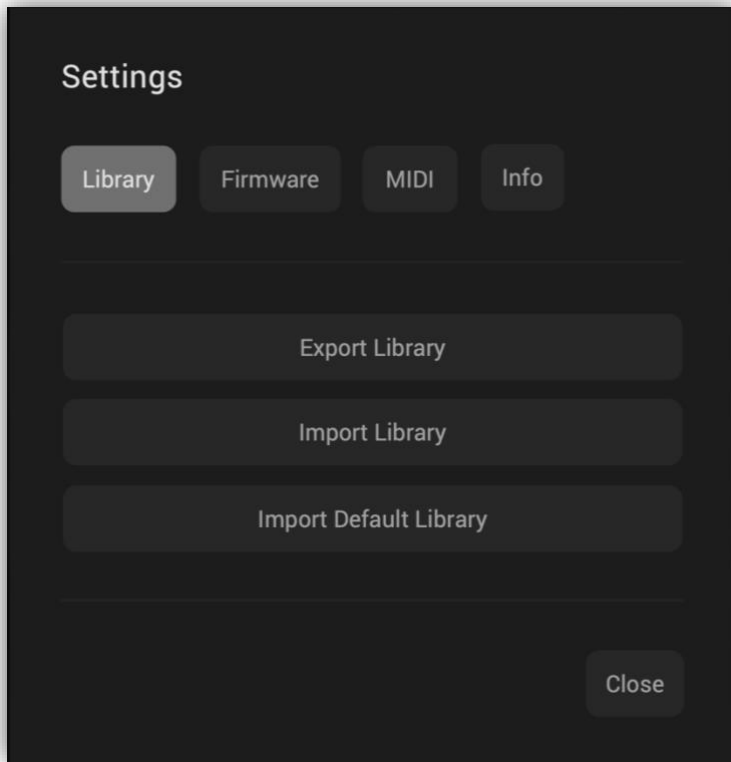


8.3 - Setup

Press the setup button to access to the TONEX Cab settings.

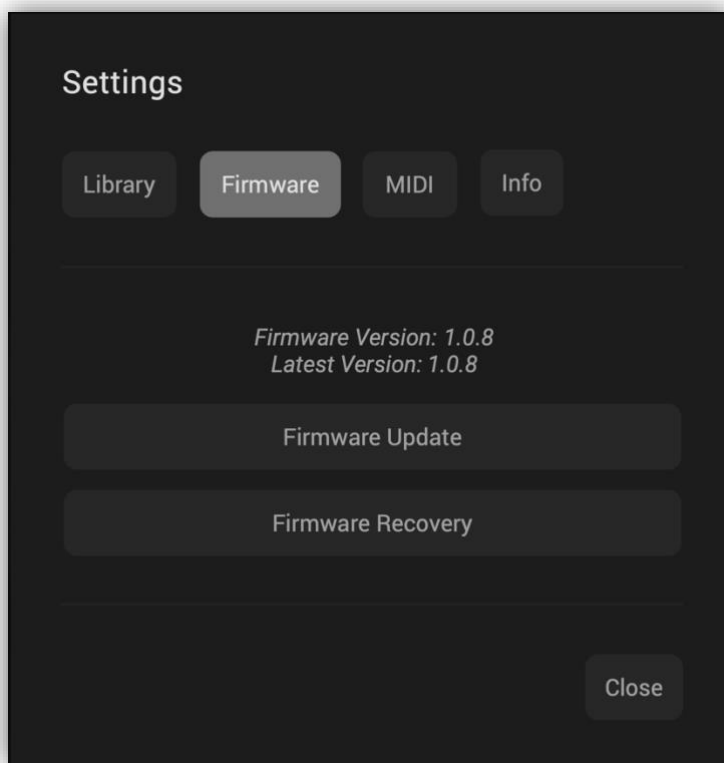


8.3.1 - Library



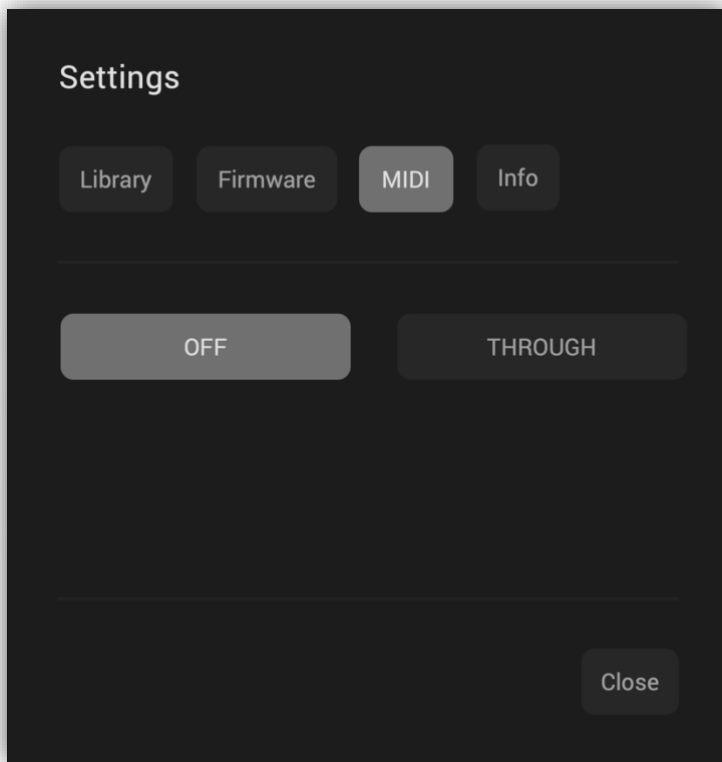
- **Export library:** export the current preset library to a single file for backups and easy transfer.
- **Import library:** import a preset library that was previously exported.
- **Import default library:** import the factory default library.

8.3.2 - Firmware



- **Firmware info:** displays the latest firmware available, and the firmware currently on the cabinet.
- **Firmware Update:** runs the firmware update process for the cabinet.
If your cabinet is already up to date avoid forcing other firmware updates.
- **Firmware Recovery:** runs the firmware recovery for recovery damaged firmware from malfunctioning cables or power failures while updating the firmware.
Please run the recovery process only if asked by our support team.

8.3.3 - MIDI



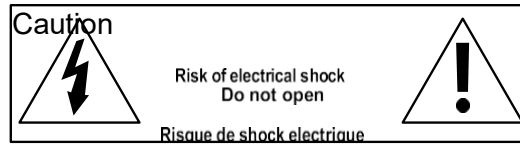
- **OFF:** disable the MIDI out port on the device.
- **THROUGH:** enable the MIDI through (sends incoming MIDI messages to the MIDI output port).

8.3.4 - Info

Displays the information about the current TONEX CAB Software build.

Safety Instructions

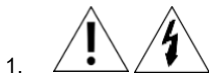
Please read the following safety instructions before setting up your system. Keep the instructions for subsequent reference. Please heed the warnings and follow the instructions.



The lightning flash with arrowhead symbol, within an equilateral triangle, is intended to alert the user to the presence of uninsulated "dangerous voltage" within the product's enclosure that may be of sufficient magnitude to constitute a risk of electric shock to persons.



The exclamation point within an equilateral triangle is intended to alert the user to the presence of important operating and maintenance (servicing) instructions in the literature accompanying the appliance.



1. CAUTION: The power supply cord is used as the main disconnect device, ensure that the socket-outlet is located/installed near the equipment and is easily accessible.

ATTENTION: Le cordon d'alimentation est utilisé comme interrupteur principal. La prise de courant doit être située ou installée à proximité de l'équipement et être facile d'accès.



2. To reduce the risk of fire or electric shock, do not expose this loudspeaker to rain or moisture.



3. No naked flame sources, such as lighted candles, should be placed on the loudspeaker.



4. To reduce the risk of fire or electric shock, do not open this speaker, no user serviceable parts inside.

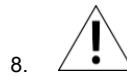


5. Never replace any fuse with a value or type other than those specified. Never bypass any fuse.

6. Do not use this speaker near water. Never use this speaker in a humid environment.



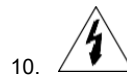
7. Clean only with dry cloth.



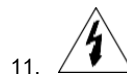
8. Do not block any ventilation openings. Install in accordance with the manufacturer's instructions.



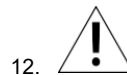
9. Do not install near any heat sources such as radiators, heat registers, stoves, or other apparatus (including amplifiers) that produce heat.



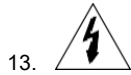
10. Do not defeat the safety purpose of the polarized or grounding - type plug. A polarized plug has two blades with one wider than the other. A grounding - type plug has two blades and a third grounding prong. The wide blade or the third prong are provided for your safety. If the provided plug does not fit into your outlet, consult an electrician for replacement of the obsolete outlet.



11. Protect the power cord from being walked on or pinched particularly at plugs, convenience receptacles, and the point where they exit from the loudspeaker.



12. Only use attachments/accessories specified by the manufacturer.



13. Unplug this speaker during lightning storms or when unused for a long period of time.



14. Always keep electric equipment out of the reach of children.

15. Use only with a cart, stand, tripod, bracket, or table specified by the manufacturer, or sold with the apparatus. When a cart is used, use caution when moving the cart/apparatus combination to avoid injury from tip-over.



16. Refer all servicing to qualified service personnel. Servicing is required when the loudspeaker has been damaged in any way, such as power-supply cord or plug is damaged, liquid has been spilled or objects have fallen into the speaker, the speaker has been exposed to rain or moisture, does not operate normally, or has been dropped.



17. Do not expose this speaker to dripping or splashing and ensure that no objects filled with liquids, such as vases, are placed on the speaker.



18. To completely disconnect the speaker from the AC mains, disconnect the power supply cord plug from the AC receptacle. The mains plug of the power supply cord shall remain readily operable.



19. The speaker should be connected to a mains socket outlet with a protective earthing connection.



20. Check if the specified voltage matches the voltage of the power supply you use. If this is not the case do not connect the loudspeakers to a power source! Please contact your local dealer or national distributor.



21. Never use flammable or combustible chemicals for cleaning audio components.



22. Never expose this speaker to extremely high or low temperatures. Never operate this product in an explosive atmosphere. Rear panel may become too hot to touch, leave enough space for proper ventilation.



23. Assure free airflow behind the speaker to maintain sufficient cooling by keeping a distance of at least 10 centimeters (4") to the wall.



24. Always switch off your entire system before connecting or disconnecting any cables, or when cleaning any component



25. Always use fully checked cables. Defective cables can harm your speakers. They are a common source of any kind of noise, hum, crackling etc.



26. Avoid touching the speaker membranes.



27. Please note that the diaphragms build up a magnetic field. Please keep magnetically sensitive items at least 0.5m away from the speaker.



28. The equipment is capable of delivering sound pressure level considerably higher than 90dB, which may cause permanent hearing damage.

Maintenance



1. Please switch the loudspeaker off before cleaning!



2. Please note that the diaphragms build up a magnetic field. Please keep magnetically sensitive items at least 0.5m away from the speaker.

3. Please make sure that no liquid get inside the cabinet. Do not spray any fluids on the speaker. Do not use a wet cloth for cleaning.



4. Do not use flammable or acidic chemicals for cleaning.



5. Do not touch the membranes of the loudspeakers.



6. We recommend using a lint-free, damp cloth for cleaning. The loudspeaker membranes may be dusted using a very soft brush.

Manufacturer: IK Multimedia Production s.r.l.

Model Name: TONEX CAB

Model Number: IK000193

License Agreement

IMPORTANT:

BEFORE INSTALLING THE SOFTWARE, PLEASE READ CAREFULLY THE FOLLOWING END USER LICENCE AGREEMENT ('END USER LICENCE AGREEMENT' HEREINAFTER NAMED ONLY 'EULA').

USE OF THE SOFTWARE, IS CONDITIONED ON THE USER'S ACCEPTANCE OF THE TERMS AND CONDITIONS, WITHOUT EXCEPTION, OF THIS EULA.

THE SOFTWARE INSTALLATION PROGRAM REQUIRES IN ADVANCE THE USER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA BY SELECTING THE "I ACCEPT THE AGREEMENT" OPTION.

BY INSTALLING AND OTHERWISE USING THE SOFTWARE, YOU ACCEPT THESE LICENCE TERMS AND CONDITIONS AND HEREBY DECLARE THAT YOU WILL ABIDE BY THE CONDITIONS, OBLIGATIONS, LIMITATIONS, ALSO RELATING TO THIRD PARTIES, NONE EXCLUDED, CONTAINED IN THIS EULA.

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NON-ACCEPTANCE IS EQUIVALENT TO EXERCISING THE RIGHT OF WITHDRAWAL UNDER THE TERMS OF THIS CONTRACT.

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1. IK Multimedia Production S.r.l. (or its authorized distributors and vendors) grant the User a license for use:

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- Non-transferable (even in part or by sublicensing it free of charge, subject to the provisions of Article 9 below);
- Non-marketable (does not grant the user rights of economic exploitation);
- Without Territorial Restriction (Worldwide)

of the Product, resulting in the right to install and use the Software on your computer or digital electronic device (hereinafter also referred to as Devices) in accordance with the types of operating systems compatible with the Software for which you have acquired a license to use, as specifically set out in the user manual documentation included with the Software.

2. The User is informed and agrees that some content included in the Product may belong to third parties and may be protected by copyright or other intellectual property rights of third parties.

Art. 2 - How to acquire the installation program

1. In order to be able to use the Product, the User must run an installation program on his or her Devices that copies the application and, in general, the audio content.
2. The User may acquire the installer using one of the following methods, as example but not limited to:
 - a) by purchasing the Product online on the IK Multimedia website (<https://www.ikmultimedia.com/products>) or from third-party as resellers authorized by the Licensor;
 - b) by purchasing a physical medium from an authorized retailer in the shop (by delivery of universal serial bus support in the form of USB);
 - c) as part of a third-party Software that also includes the Product by virtue of a commercial agreement between Licensor and the company holding the copyright;
 - d) downloading it free of charge from the Licensor's user area (<https://www.ikmultimedia.com/userarea>), either because it is included as a free gift with the purchase of an IK Multimedia hardware product, or because it is made available free of charge by the Licensor to partners or artists: in this case, these are NFR (Not for resale) licenses that, although they have all the features of ordinary user licenses, do not allow the accumulation of loyalty points and do not give the User discounts for the purchase of new versions (upgrades or crossgrades);
 - e) made available by the Licensor (or authorized third parties) for promotional or demonstration purposes, aimed at enabling the potential purchaser/User to try out the Product: these are in this case licenses not intended for sale and not transferable DEMO (demonstration use license) for a limited period (see Art. 3 Duration).
3. Irrespective of the manner of acquisition of the installation program and type of license for use, the User accepts these EULA as a binding agreement between the parties.
4. The Licensor, for the entire duration of the license grant, reserves the right to modify, update, replace this EULA or any part thereof, without exception.
5. The User shall be obliged to verify and accept (or not accept) the new terms and conditions, considering that only the acceptance of this EULA permits the use of the Product.

Art. 3 - Duration of the license

1. The duration of the utilization license depends on the type of license chosen by the User, namely:
 - a) 30-year license: Thirty-year license: through the purchase of the 30-year user license grant, the User, with a lump sum payment is entitled to use the Product pursuant to Article 1 above for the entire mentioned period. The same term shall apply to the Product that is licensed for NFR use.

Any further temporal extension of the utilization license shall in any case be expressly agreed upon with the licensor.

- b) Periodic Subscription License: through the purchase of the periodic subscription license the User, with deferred or lump sum payment, is entitled to use the Product pursuant to Article 1, as written above, for the limited period of time as specifically selected in the subscription profile purchased by the User, which, depending on the case, may be of monthly or annual duration (or in any case referring to the different period specifically provided for in the periodic subscription plans that will be eventually updated by the Licensor).

Use of the Product with a periodic subscription license requires the computer on which it is authorized to be connected to the Internet and able to communicate with the IK Multimedia servers, in order to perform an authorization check to confirm that the subscription is still active. User may use the Product offline for up to 3 days before another authorization check is required. If the Product is unable to communicate with IK Multimedia servers for a period of more than 3 days, the functionality of the Product will be revoked or limited until communication with the server is re-established.

- c) Demo License: granted free of charge for a limited trial period of ten (10) days for demonstration and promotional purposes only. After this period, the Licensor reserves the right to limit and/or revoke all or part of the use and functionality of the Product.

2. The rights of use of the license shall start on the day following the day on which the purchase is completed or the Product is made available to the User, this being understood it means the day on which Licensor or its authorized distributors have made the installation program available to the User in the manner and on the terms set out in Art. 2, regardless of the actual installation of the Software by the User (hereinafter the Effective Date).

Art. 4 - User profile registration and authorization

1. Regardless of the type of license purchased or granted, with the exception of the "DEMO License", the User is informed and accepts that the operation of the Product is conditional on the completion of the registration and authorization procedure by the Licensor (or its authorized distributors and vendors).
2. The registration and authorization procedure must be carried out by the User by accessing the Licensor's website (<https://www.ikmultimedia.com/userarea/>) and is described in the Software within the documentation under User Manual.

3. The User, under his or her own civil and criminal legal responsibility, certifies that the data entered when registering the user profile (digital identity) are consistent with the User's data (real identity).

4. The User's identification data collected by the Licensor shall be used for the purpose of executing the agreement and shall be processed for the purposes and in the manner described in detail in the section "Information on the processing of personal data" available on the Licensor's website (<https://www.ikmultimedia.com/legal/index.php?R=privacy&PSEL=privacy>).

5. IK Multimedia Production S.r.l. reserves the right, at its sole discretion, to deny the activation of the user profile in the following non-exhaustive cases:

- incomplete or conflicting personal information;
- insertion of manifestly inconsistent data;
- suspicion concerning the minor age of the User;
- violations by the User, including past violations, of the Licensor's EULA.

Art. 5 - Installation limits

1. The granting of a license for use of the Product confers an individual right of use associated with the registered user profile, for the general rule can be summarized as follows: "Each User corresponds to one license for use", which corresponds to a personal serial number of the User.

2. The Product, as well as its previous versions for the same operating system, may be installed on a maximum number of three (3) Devices provided that

- the Devices are owned by or otherwise in the material and legal possession of the Licensee;
- the Product is not used simultaneously on more than one Device by different end users;
- the User, before assigning or otherwise transferring to third parties rights, for any reason whatsoever, to the Devices in which the Product is installed, must ensure that he/she has uninstalled each of its components, in order not to unlawfully assign to third parties the resulting rights of use.

3. The User is entitled to store or install a copy of the Product in a storage device such as a network server, which is only used to install and/or to activate the Product in further Devices on an internal network, however, in such cases, the User is obliged to purchase a multiple license for each end user of the Product by the shared storage device.

4. Violation of the aforementioned limitations implemented in any manner entitles the Licensor to terminate the user license agreement and, in any case, to demand payment of the amount corresponding to the effective number of end-user according to the "one User one license" rule.

Art. 6 - Special conditions of the periodical subscription

1. If the User has opted for the purchase of the license through a periodic subscription, for a limited period, the duration of which depends on the choice made by the User at the time of purchase, the User's rights to the license for use of the Product shall cease immediately and without deferment on the expiry date of the subscription period.

2. The User is specifically informed that upon expiration of the subscription period, the User does not retain any right to use the Software, including the latest version released prior to expiration and that the Licensor does not make any archiving of the content developed by the User through its use, so the User is solely responsible for saving and archiving the content on its Devices prior to the date of termination of the subscription period.

3. The periodic subscription shall be for the duration specified in the subscription profile and shall be automatically renewed on expiry of the subscription for an equal period.

4. The periodic subscription renews on the same day as the calendar date of the original purchase. If the subscription begins on a date that is not within the renewal month, the period ends on the last day of the following month, and restores the original date the next time that date occurs. For example, if a monthly subscription starts on January 30, the next renewal date will be February 28 (or February 29 on a leap year), then March 30.

5. If the User does not wish to renew the subscription, the User shall have the burden of giving express notice of termination to the Licensor through an ad hoc procedure entirely online available at the following address: <https://www.ikmultimedia.com/userarea>, respecting the notice period of 24 hours prior to the periodic renewal, depending on the duration of the subscription.

6. The User, when purchasing the periodical subscription, may choose between several secure payment methods: e.g. bank account (direct debit); credit/debit card or through dedicated third-party services.

7. Where the payment method chosen by the User provides for service and/or management and/or intermediation by third parties, the User shall abide by the terms and conditions set forth therein, excluding any liability on the part of the Licensor in concluding and managing the contractual relationship with the third parties.

8. Payment of the periodic fee will be charged to the User by the due date of the invoice issued, in the manner chosen by the User at the time of purchasing the subscription license.
9. The User undertakes, without delay, to amend and update in his User area on the Licensor's website any changes made, without exception, that alter the data and payment method declared at the time of purchase.
10. Should the User fail to pay the periodical fees on time, the Licensor shall be entitled to suspend the User's profile as a precautionary measure.
11. After three (3) days have elapsed without the User having regularized his debt position, the Licensor shall be unilaterally entitled to terminate the license agreement without further notice, without prejudice to the compulsory recovery of the debt.

Art. 7 - Music Content Library (Sound Library) Special License Conditions

1. The Product may contain a 'library of musical content', sounds or audio samples (sounds and samples) that are created by musicians and experts, or sound professionals.
2. Licensor makes the "music content library" available to the User for commercial and non-commercial purposes for music audio production, public performances, broadcasting and similar uses, as a component of the Product, by virtue of a lawful and binding agreement with the copyright holders.
3. The User is hereby informed and agrees that the redistribution of the Product and, in particular, the "music content library" and its derivatives, is strictly prohibited in any form whatsoever, including but not limited to: resampling, mixing, filtering, processing, isolating or incorporating it into any software or hardware.
4. The sounds/audio samples contained in the Product, may not be modified and resold as new audio samples within new sound libraries or "on a standalone basis" meaning "single sample not included in a library" of any kind or nature.
5. The User is informed and accepts, that the particular license conditions of the "music content library" expressed herein constitute an integral and substantial part of this EULA.

Art. 8 - Express prohibitions of use addressed to the User

1. The User is not authorized, directly or indirectly, to:
 - a) sell, rent, lease, license or sublicense, distribute, market, otherwise exploit the Product or any of its components, for commercial purposes or free of charge;
 - b) redesign, decompile, disassemble, adapt, reproduce the Product, in whole or in part;
 - c) create, use, and/or distribute computer programs such as "crack," "keygen," or other "cheat" or "hack" programs or Software applications for this Product;
 - d) remove, alter, disable or circumvent any copyright or trademark indications or other commercial information about the origin of the Product;
 - e) transfer to third parties and/or export the license for any reason whatsoever (without prejudice to Section 9 below);
 - f) use the program in violation of copyrights and/or intellectual property rights reserved by national and international laws and regulations for third parties;
 - g) use the Program in violation of civil, criminal and administrative rules and regulations, including those of the User's place of business or residence;
 - h) use the Program causing contractual or non-contractual damage to third parties;
 - i) violate the license conditions of the "music content library" referred to in Article 7 above.
2. Any breach of the aforementioned prohibitions committed by the User shall entitle the Licensor to terminate the user license agreement immediately and without delay for breach, without any obligation to refund the consideration.
3. In any case the User shall be held liable and shall indemnify the Licensor against all claims, proceedings and disputes for which the Licensor is held liable as a result of negligence, omissions, violations, offences howsoever committed, which are caused by the User's willful and/or culpable act in using the Product.

Art. 9 - License of use allowing transfer to third parties

1. Given the general prohibition against transferring the license of use to third parties either for consideration or free of charge, Licensor by virtue of an express purchase option may grant Licensee the purchase of a "transferable license of use" by accessing Licensor's website directly: <https://www.ikmultimedia.com/products/index.php?R=SHOPSEARCH&Q=Credit>.
2. Each "transferable use license" purchased can be used to transfer the license of only one Product and only once.

3. In such a case, the User shall only transfer and/or make the Product available to third parties under the following conditions:

- a) the Product shall be transferred as original with all media and licenses and everything thereon;
- b) the User who transfers the license of use to another User shall not retain any copy of the Product;
- c) if the Product is part of a software set (bundle), it may not be transferred separately and/or altered in any way;
- d) if the Product is part of an IK Multimedia software and hardware package, only the hardware may be transferred and the license to use it may be termed NFR under the agreement.

4. The Licensor reserves the right, at its sole discretion, to:

- a) delete or erase the user serial number required for registration if the same has been fraudulently or illegally acquired;
- b) prohibit the transfer of the serial number required for registration before the expiry of ninety (90) days from the purchase order for the serial number referring to the "transferable user license".

Art. 10 - User devices and generated content

1. The Product is installed on Devices owned or otherwise in the availability of the User, who is the solely responsible for the functionality, update, security protection and functionality of the Devices.

2. The Product may only be installed on the operating systems for which it was designed and described in the Software within the documentation under the heading User Manual.

3. The User is solely responsible for the use, storage, preservation of content generated by him/her, particularly where the generation of content causes harm or infringes on the rights of third parties.

4. In any case, the User shall be held liable and shall hold Licensor harmless from any claim, petition, litigation for which Licensor is held liable as a result of negligence, omissions, violations, offenses however configured that are determined by the willful and/or negligent act of the User in the generation of content.

Art. 11 - Warranties and limitation of the Licensor's liability

1. Licensor warrants to the User that the digital or physical media on which the Product is recorded contain the copy of the Software purchased or made available to the User with all its components, accessories and documentation as described in the user manual as well as being free of defects and, in any case, suitable for the intended use.

2. The Licensor shall, within a period of ninety (90) days from the Effective Date as defined in Article 3.2 above, warrant the conformity of the Product with the following exclusions in the words "does not warrant":

- a) that the operations of the Program can be carried out without interruption or that any defects can be corrected;
- b) that the Product is considered by the User to be unsuitable for the User's personal needs in view of the fact that the Software is not developed "tailor-made" but is intended for mass use;
- c) any defects and faults resulting from improper or deviating from normal use attributable to the User or the User's Device;
- d) any damages resulting from the loss of content developed by the User, the storage of which the Product does not guarantee in any way;
- e) that the Product functions on the User's Device(s) or that the functionality of the Product remains unaffected by updates made by the User to its hardware, operating system or third-party software in use by the User.

In any case, the user manual is the only legally binding document for the Licensor and, consequently, any verbal agreements, presentations, advertising material, e-mail exchanges, etc. between the User and distributors, salesmen, agents, and any other personnel who have intermediated the purchase of the Product shall be irrelevant.

3. Any verification of the efficiency of the Product shall be carried out using exclusively the control procedures prepared by the Licensor.

4. In order to make a warranty claim under the terms described above, the User is responsible for contacting IK Multimedia via the appropriate section of the website "contact us" <https://www.ikmultimedia.com/contact-us/>.

5. The Licensor and its distributors and partners within a reasonable period of time, in any case not exceeding fifteen (15) days, shall follow up the warranty claim by repairing or replacing the Product or refunding the purchase price, if incurred by the User, within a reasonable period of time based on the complexity and/or onerousness of the warranty claim.

6. With the exception of the above clauses, the Licensor assumes no other obligation and makes no other warranties beyond those set forth herein and shall in no event be liable for any damages whatsoever related to or resulting from any defects in quality, suitability, use, failure to use or usability of the Product.

7. The User shall forfeit any and all warranties if the User modifies, integrates or otherwise intervenes in the Software, or uses the Product in a manner not in accordance with the instructions or on processors other than those permitted or otherwise violates the User's obligations under this EULA.

8. The Licensor shall not be liable for any damages, direct and/or indirect, contractual or non-contractual, which may occur as a result of the use of the Product or which may be connected to it, such as, but not limited to, any loss of profit, loss, interruption of business, loss of information and/or data, any defects and/or damages in the processor and/or the Devices on which the Product is installed and/or in the contents processed by the User, and/or defects and/or damages resulting from the use of such Devices which remain at the exclusive risk of the User.

9. In any case, any claims for damages by the User shall in no event exceed the amount of the purchase price of the license fee, insofar as incurred by the User.

Art. 12 - User Support Service updates and new versions

1. For the entire duration as defined in Article 3 above, the User may obtain technical assistance from Licensor by accessing the section of the website <https://www.ikmultimedia.com/contact-us/>.

2. The Product is provided "as it is" and "as available" on the Effective Date, without Licensor being obliged to provide "updates" and/or "new versions of the Software".

3. The User agrees to independently download such "updates" from his/her user area - if available - always using the latest version of the IK Multimedia Product.

4. The Licensor may modify the Product at its sole discretion for any reason and at any time, in particular it may add, subtract, replace functionalities, update, correct the Product either for technical reasons or to perform maintenance and/or configuration operations in order to improve and/or optimize the Product.

5. The Licensor may at its discretion release a new version of the Program "upgrade" or "crossgrade", so marked or otherwise identified by IK Multimedia (new version of the Product made available to the User at a discounted price). Such version can be used by the User only and exclusively if the User is a legitimate licensee of a previous version of the Product, except for NFR versions as indicated in the article. 2.2.

6. The Product marked or otherwise identified by Licensor as an "upgrade" or "crossgrade" replaces, swaps, increases the Product purchased or made available on the Effective Date.

7. The User may only use the Product resulting from the update and/or new versions (upgrade or crossgrade) in accordance with the terms of this EULA.

8. If the Product is an upgrade or crossgrade of a component of a software program package (bundle), it may only be used and transferred as part of the package and may not be separated by use on more than one device.

Art. 13 - Unilateral withdrawal by the User

1. Non-acceptance of this EULA shall be tantamount to exercising the User's unilateral right of withdrawal from the license agreement.

2. The User is also entitled to unilaterally terminate the license agreement if for technical reasons there are incompatibility problems with the Product, which do not permit its installation provided they

- a) are not attributable to the User;
- b) exist on the Effective Date;
- c) cannot be resolved by the Licensor's technical support.

3. The User undertakes without delay and in any event within a period of three (3) days from the Effective Date to return to the Licensor (or its distributors or otherwise authorized sellers from whom it purchased or otherwise obtained the license to use the Product) all physical media in its possession.

4. The Licensor or other authorized parties, having verified the integrity of the medium, shall cancel the user's serial number and refund the full amount paid for the purchase directly to the user within a period of 30 days from the date of return.

Art. 14 - Intellectual Property of Software

1. The Software and all consequent rights are reserved by IK Multimedia Production S.r.l.

2. The Software and its use is subject to national and international laws protecting copyright and intellectual property.
3. The User does not acquire any ownership rights to the Software except for the limited rights of use as set out in this EULA.
4. IK Multimedia Production S.r.l. reserves all actions and claims for damages against the User or third parties who infringe the Licensor's rights.

Art. 15 - Validity of the EULA - Severance

1. If a court of competent jurisdiction or a competent authority determines that any provision of this EULA is invalid, illegal, or unenforceable, such provision or part thereof shall be deemed unenforceable.
2. In such cases, all other provisions of this EULA or parts thereof not affected by invalidity shall nevertheless remain valid and enforceable between the Parties.

Art. 16 - Applicable law

1. Should the Product have been purchased in Italy, the interpretation, execution and settlement of disputes shall be governed by Italian law and jurisdiction shall be attributed exclusively to the Court of Modena, without prejudice to the jurisdiction of the Court of the Consumer, where the User is a natural person acting for purposes that are unrelated to the entrepreneurial, commercial, handicraft or professional activity carried out.
2. If the Software was purchased in any other country, this agreement shall be governed by the laws in force in that country.

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