







## Contents

<u>Page</u>	<u>Subject</u>
3:	Thank You, Acknowledgements & Dedications
4:	Introduction
5:	A tour of Executioner
6:	How to connect up audio
<b>7</b> :	Working with Executioner
9:	The Input section
9:	The Channel section
10:	The Master Section
11:	The Send FX section
12:	CV inputs and controls
13:	How to 'latch' your own MIDI via Remote Overriding
14:	Licence Agreement

#### **THANK YOU**

Thank you very much for expressing your confidence in our products by purchasing one of our Rack Extensions, the Executioner 4:4:2 Dj Mixer. This 4-input/4send-and-return/2+2-output high-quality mixer was designed with our experience of both djing needs and requirements in the digital realm as well as the crafting of audio for all types of users; producers, engineers, artists and djs alike.

We hope you continue to enjoy using Executioner in your projects for now and for future.

Lab:One Recordings © 2014

#### **ACKNOWLEDGEMENTS**

Thanks to the Executioner betatesters for helping with this product;

#### Testers:

Timo "Shokstar" Schönbeck (Diploma Audio Engineer)
Navi Retlav
Niel "Bonkhead" Duran
Juan "synclab" Pablo
Jörg Künnemeyer,
William "White Noise Bleed",
Nicola "NADesign" Alexandra Hadju,
Kim "Equinoxz" Bleus,
Jonny McCupCake

...plus many more (you know who you are, and thanks for participating)

Propellerhead Software (for Reason, the SDK and the concept of the Re)

#### Promotional video testimonials:

Jason "Shokstar" McKean appears courtesy of Juan Pablo appears courtesy of synclab Andrew Skelton appear courtesy of Andrew Skelton Productions Andrew "DJ EQ" Cox appearance for scratching demonstration

#### **DEDICATIONS & ACCOLADES**

To my wife Alicia who after waiting for me to code this up is now a happy bunny (again):D

This Re is dedicated to all the Propellerhead Reason users & forum threaders, friends, & colleagues we have spoken to over the years.

Dj Fresha: Thanks goes out to my studio buddies; DOS aka ORCO, Dj EQ, for the support & feedback, all the betatesters and conception team & individuals for the amazing work and betabug smashing, shouts go out to all who know me, including FLAVAUNIT crew, REBIRTH massive & SUBTRONIK crew, and of course the Propellerheads, and the Reason Users & Community

Now let's get into the Executioner....

## Introduction

The Executioner 4:4:2 Dj Mixer is a dedicated rack unit, built as a Rack Extension for the Propellerhead Reason environment. This device has a maximum of what would be 3U space in the real world. Being a Rack Extension (Re), this gives you various options of versatility within your projects.

The Executioner features 4 true stereo input pairs of sockets, 4 true stereo send-and-return pairs of sockets, plus 2 true stereo master output sockets and 2 true stereo cue output sockets. Additionally, the mixer has 4 input gain control knobs, an input routing selection to each channel, 4 return-channel toggles with return gain controls, plus 2 dedicated channel controls (input selection/balance, level, balance, mute, EQ section, kill switches and not forgetting the dual-mode filter with own frequency, resonance and mode-mix controls)

All these controls are adjustable to suit your application, and these settings can be stored as your own presets within a Combinator preset. As Executioner is a utility device, you cannot save presets directly within Executioner.

Executioner is designed to be a transparent effect, meaning that if no adjustments are made on the device, the audio passing through the effect is 'clean' and has not been affected by the equalisation filters or the low pass or high pass filters. This is the ideal, so that no coloration is applied to the sound.

## A tour of Executioner

Executioner is based on real-world DJ mixers.



The Front Panel

[1] FOLD-UNFOLD — To allow the RE to be maximized or minimized

[2] TAPE STRIP – Used to identify the RE. Double click to edit

[3] INPUT SECTION – Input source level controls, Input metering, customisable labels, Deck assigning controls

[4] CHANNEL SECTION – Dedicated 3 band EQ gain controls (Bass / Mid / High) & corresponding Kill switches

Dedicated multi-mode filter with filter mix (between types), resonance and frequency controls, plus

Filter activation button

Channel level control, pan control and metering, Cue active buttons, FX active buttons, Mute

buttons

[5] MASTER SECTION - Cue gain control, Cue input selection, Master gain control, Crossfader Curve, Master Output

metering, Channel 1 Deck Balance, Channel 2 Deck Balance, Crossfader

[6] SEND FX SECTION - Return source level controls, source + destination toggle controls, Return metering, customisable

labels



#### The Back Panel

[1	FOLD-UNFOLD —	To allow the RE to be maximized or minimized
	I I OLD GIVI OLD	TO GITOW THE NE TO BE HIGHINIZED OF HIMMINIZED

[2] TAPE STRIP — Used to identify the RE. Double click to edit

[3] INPUT AUDIO SOCKETS

& CV SOCKETS & TRIMS —

Used to allow input audio to any of the Input Source locations and use CV signals to modulate the gain controls

[4] SEND & RETURN AUDIO SOCKETS & CV SOCKETS & TRIMS -

RIMS - Used to send audio from and return audio to the designated channel via the Designation toggle, and use CV signals to modulate the gain controls

Designation toggle, and use CV signals to modulate the gain controls

[5] ADDITIONAL CV SOCKETS & TRIMS - Used to allow external Control Voltage signals to affect various controls for

additional modulations

[6] MASTER & CUE OUTPUTS - Master audio outputs & Cue audio output sockets

## How to connect audio

To connect Executioner you can use Reason's own auto-connection system, and Executioner will decide the best way to auto-wire. Alternatively, you may want to use Executioner as a true DJ mixer for live performance mixing — ideally for this case you may require a multi-channel soundcard (at least 4 outputs is best suited), but there are workarounds possible if you only have 2 channel basic soundcard.

- 1) Create a Mix Channel Strip.
- 2) Shift-create an Executioner DJ mixer this allows you to freely wire up Executioner.
- 3) Flip the rack to the back by pressing the TAB key, to show the back of the units. Take the MASTER OUTPUT sockets and connect them to the Mix Channel
- 4) Create two sound modules or audio tracks, as points of source audio. Take the outputs of the sound source (main outs of the rack sound modules, or DIRECT OUT of Mix Channels / Audio Channels) and connect them to your chosen input audio sockets pair on Executioner (ie Dr.Octorex into Input 1 left & right, ReDrum into Input 2 left and right).

This is a basic setup, ideal for loop manipulation and sound design. You can expand further on this by adding extra input sources as well as effects chains using the send and return channels and the various routings (see Using Effects with Executioner section)

## **Working with Executioner**

So now you know the controls, how to connect Executioner up; now you would want to put your new RE into action. Primarily, Executioner may be seen as a djing tool, and you'd be correct. But, since we're talking about a Rack Extension, the possibilities are way more productive than your everyday dj mixing too.

So what else can we use Executioner for instead of djing? Well, you can use Executioner to create fluid sound collages and foleys to blend your sounds into one another using all the available controls. Or maybe you want to get creative with just one stereo signal, split it into two of the input channels and have the crossfader being your pan while riding the channel faders to have full stereo control...Feel free to explore more of Executioner for your own projects.

Ok, so let's start from the beginning to what a dj mixer actually is.

A dj mixer is a simple sound levelling device that allows the user to control commonly two sources (the channels, usually channel 1 and channel 2) and mix between them by means of a crossfader. The crossfader is the key 'channel blending' control, allowing the user to determine when the channel will be heard by the audience.

As djing became more popular and club music began to snowball, the dj mixers got progressively more complex to allow for 'on-the-fly' edits like bass cuts and filter sweeps on transitions, aiming to achieve the best possible impact on the dancefloor.

Executioner allows these features to be used by means of separate channel controls (levels & gains, pans, eqs, filters, input selection), Master controls (crossfader, crossfader curve control, master-FX activation, master output gain, cue output gain and cue source selection), and a dedicated 'hotswappable' send-and-return style section to incorporate stock effects and other Rack Extensions into the mix.

What more advantageous with Executioner is the ability to record your performance as MIDI and audio data in Reason's sequencer, allowing you to edit and further manipulate to perfection.

Now we'll go through a simple setup to create a 'broken beat' type of loop.

#### Recipe:

1 x Mix Channel 1 x Executioner 2x Dr OctoRex's Reason Factory Soundband

- 1) Create a Mix Channel in the Rack
- 2) Create Executioner in the Rack, via the 'SHIFT-CREATE' option, so not to autowire
- 3) Create 2 Dr OctoRex units directly under Executioner they should patch into Inputs 1 & 2 of Executioner
- 4) Flip the rack to the back, and patch the Master Outs of Executioner to the Mix Channel inputs

- 5) Flip the rack back to the front, and load up a drum loop into each of the Dr OctoRex's can be any tempo & style, as they will be beat-synchronized to the sequencer tempo
- 6) Move the crossfader of Executioner to the left this makes Channel 1 the 'actively heard' channel for now. Looking at the Input section you can see Input 1 is pointing to Deck A (see the A/C balance control position). Also note Input 2 is pointing to Deck B (see the B/D balance control position). This means that when the crossfader is far left, Input 1 > Deck A = Channel 1, while Input 2 > Deck B > Channel 2.
- 7) Turn on the LOOP option on the sequencer, and press PLAY. Whilst playing back, move the crossfader between the two channels. If you find the channel levels are not loud enough or too loud, you can control the volume at source by adjusting the Input 1 Gain and Input 2 Gain. Yellow LEDs on the metering is just about right.
- 8) All well and good. Now if you want to record your performance (ie the crossfader), right click on Executioner and select 'Create Track for Execute-Dj #' where # is the unit number. A new sequencer lane will appear. Pressing RECORD on the sequencer allows the automation to be recorded, so start to move the crossfader and the MIDI information will record into the sequencer. This is beneficial when you want to edit certain crossfader actions a lot faster than trying two or more vertical faders.

You can also bounce the performance as audio, for more editing and effects

For deeper and more complex setups, see the Lab One Recordings Youtube Channel.

## **The Input Section**

Executioner has a dedicated re-routable input section, which allows up to 4 inputs and routes to 4 possible 'Decks'.

Each Input has an Input Gain control, an Input to Deck assignable button, Input level metering and an editable label.

The metering system shows how loud the input is. A single green LED indicates any level between -12dB and – 96dB (CD standard dynamic range). A yellow LED when lit indicates that the level is between -3dB and -12dB (generally a great position for audio, not too quiet and not too loud). A red LED is your pre-warning: the level is pretty loud, between -3dB and 0dB, and you could potentially start to clip if you're not careful. 3 red LEDs is your big warning — you've gone over what would be deemed as 'digital headroom', and if left as it is the audio can suffer from hardclipping. When you see this, back down off the input for a better sound. This metering system works in the same manner throughout Executioner.

### **The Channel Section**

Executioner has two main channels that allow further control of your sounds. Each channel has a dedicated level control, pan control, Deck balance control, Bass/Mid/High EQ gain controls and kill switches, Channel Cue, Channel FX toggle, mute toggle, multi-mode filter and metering.

The level control aids you in setting the overall volume of the channel.

The pan control aids you to set the panoramic placement of the channel, using +6dB pan law (0dB gain at centre point).

The Deck balance control is a means to level the assigned inputs before the level control – Deck A+C are for Channel 1, Deck B+D are for Channel 2.

The Bass, Mid and High EQ controls allow you to lower or raise the bass, midrange, or high end signal of the channel (+12dB to -48dB range). The kill switches completely remove that section of the audio (to –inf dB), for those classic dj 'bass-', 'mid-' and 'high-cut' effects.

The Channel Cue toggle allows the listener to hear the channel through the CUE outputs. This button is used specifically in PFL (pre-fader-listen) mode (see the Master Section), and has no effect in other CUE modes.

The Channel FX toggle allows you to activate the send-and-return configuration of Executioner so you can patch in additional effects and signals to the corresponding channel (see the Send Effects Section).

The Channel Mute toggle allows muting of the channel — works well with reverb effect tails (see the Send Effects Section).

The multi-mode filter is a specially designed filter made for Executioner. It allows you to Low pass to HighPass filter the channel, and also allows you to Bandpass the channel too, and is determined by the Filter Mix control. The Filter Mix control determines the balance between LowPass <> Highpass and BandPass modes.

The Channel metering system shows how loud the input is. The highest green LED indicates -12dB, the lowest indicates

-96dB (CD standard dynamic range). The yellow LEDs indicate that the level is between -3dB and -12dB (generally a great position for audio, not too quiet and not too loud). The red LED is your pre-warning: the level is pretty loud, between -3dB and 0dB, and you could potentially start to clip if you're not careful. All red LEDs is your big warning — you've gone over what would be deemed as 'digital headroom', and if left as it is the audio can suffer from hardclipping. When you see this, back down off the input for a better sound. This metering system works in the same manner throughout Executioner.

#### **The Master Section**

The Master Section of Executioner consists of Cue Input, Cue Level, Master FX toggle, Master Level, Crossfader Curve and the Crossfader, and the Master metering.

The Cue Input allows you to listen via the Cue Output sockets the chosen mode.

PFL mode (pre-fader-listen) allows you to hear the active Channel via the Channel Cue buttons before the fader level. This means that the listen can hear prior to the audience. Channel FX toggles can be heard when activated, and Channel FX are only heard when the corresponding Channel Cue toggle is activated (and effects are running / assigned).

PGM mode (programme) allows you to hear exactly what the Master Outputs are playing. This can help to identify what the main speakers would be playing to your audience. FX toggles for the Channels and the Master Section will be heard if activated (and effects are running / assigned).

A / B / C / D: These modes allow you to hear the Deck Inputs before reaching the Deck balance controls. The Channel FX toggles have no effect on these signals.

The Cue Level works in tandem with the Cue input control – this is for monitoring purposes (so you can hear loud enough over the main system via headphones easily). Range of +12dB to –inf dB (0dB at default).

The Master FX toggle allows you to activate the send-and-return configuration of Executioner so you can patch in additional effects and signals to the Master Output signals (see the Send Effects Section).

The Master Level is used to raise or lower the Master Output signal level, and can be used together with the Master Metering. Range of +12dB to -inf dB (0dB at default)

The Crossfader Curve control is used to reshape the way the crossfader works. Far left position sets the crossfader to a traditional 'X' style curve, where the centre point of the crossfader is a 50%/50% even level between Channels 1 & 2. The more towards the right the curve setting is set, the shorter the range of crossfade occurs. See below for more information.

The Channel metering system shows how loud the input is. The highest green LED indicates -12dB, the lowest indicates

-96dB (CD standard dynamic range). The yellow LEDs indicate that the level is between -3dB and -12dB (generally a great position for audio, not too quiet and not too loud). The red LED is your pre-warning: the level is pretty loud, between -3dB and 0dB, and you could potentially start to clip if you're not careful. All red LEDs is your big warning — you've gone over what would be deemed as 'digital headroom', and if left as it is the audio can suffer from hardclipping. When you see this, back down off the input for a better sound. This metering system works in the same manner throughout Executioner.

### **Send Effects Section**

Executioner has an additional patch bay for allowing your favourite effects and alternative Rack Extensions become a part of the signal chain. The patch bay is full re-routable, and allows up to 4 send-and-return effects and routes to Channel 1, Channel 2 and Master FX at the flip of a switch.

Each Send Effect Input has an Effect Amount Gain control, assignable destination slider, Return level metering and an editable label.

The Effect Amount Gain control is used to determine how the channel is effected when the corresponding FX toggle is activated; either there is no difference in sound (-100% setting, far left), as you reach towards 0% (centre) you get a mix of dry signal + effected signal (using a send-and-return logic), and continue to the maximum setting (+100%, far right) the effect becomes an insert-effect. Experiment with different effects and gain settings, as well as routing the effects to hear the differences the settings can make.

The designation slider determines which channel the effect will be applied to; the settings are OFF, CH1, CH2, and PGM.

- OFF = No effect output, no effect routing
- CH1 = Channel 1 dry signal sent to the send-out sockets, and mixed in parallel with the return signal, before the Channel 2 fader.
- CH2 = Channel 2 dry signal sent to the send-out sockets, and mixed in parallel with the return signal, before the Channel 2 fader.
- PGM = Master output dry signal sent to the send-out sockets, and mixed in parallel with the return signal, after the crossfader.

This configuration allows the effected signal to be either pre-crossfaded (Channel 1 and Channel 2), or post-crossfaded, and can be freely changed, without the need to rewire the cables – just simple swapping of the paths.

The metering system shows how loud the input is. A single green LED indicates any level between -12dB and – 96dB (CD standard dynamic range). A yellow LED when lit indicates that the level is between -3dB and -12dB (generally a great position for audio, not too quiet and not too loud). A red LED is your pre-warning: the level is pretty loud, between -3dB and 0dB, and you could potentially start to clip if you're not careful. 3 red LEDs is your big warning — you've gone over what would be deemed as 'digital headroom', and if left as it is the audio can suffer from hardclipping. When you see this, back down off the input for a better sound. This metering system works in the same manner throughout Executioner.

## **CV** inputs and controls

Executioner has various Control Voltage (CV) inputs and trim controls. This gives you more creative use of the mixer where you see best fits your application.

To use the CV inputs, simply connect a CV output from another device. Default settings for CV trim knobs are at maximum (Reason default setting)

The types of CV signals that can be accepted into Executioner are Bi-Polar and Uni-Polar. The list below indicates which signal the parameters would be best suited.

## **Remote Mapping Executioner**

Executioner has been checked and uses Remote Mapping for all controls seen on the front of the device. This also means that every control is MIDI recordable and automatable.

The list of Remoteables that exist in Executioner are listed below:

## How to 'latch' your own MIDI via Remote Overriding

Reason allows the user to re-define certain controls via MIDI devices by using the Remote Override configuration. This means that a control on Executioner can be mapped by any MIDI controller you have connected to your DAW.

You can only map one specific control to any of the available Remote 'receiving' controls on the Rack Extension — if you use a specific control and want to re-map it afterwards, you will lose the original Override. Also, custom-set Remote Override controls are only saved within each independent Reason song file. Ideally, if you use a dedicated piece of MIDI equipment for Executioner, a template start-up file would be a better option, so that the Remote Override template is pre-defined on each new song/project.

All of the controls on Executioner are Remote Override-able. To access the override editor, select from the 'Options' Menu 'Edit Remote Overrides'. The Rack will now display the specific device selected, with either pre-defined Remote control indicators (the Remote symbol), yellow Lightning bolts (over-ridden Remote controls pre-defined) or blue arrows (unassigned Remote controls)

You can right-click one of the controls and select 'Edit Remote override'. This will open a new popup window, with some available options, and to show you which MIDI controller is currently set to that specific Remote Override. This may be a better option to edit, and utilise the CHANNEL setting so you can define your own controls if you so desire.

By moving one of the controls on your MIDI device (already pre-defined in Reason), you should then see MIDI activity indicator display that a MIDI message was received. Note also the control surface and the control itself on the MIDI device that was adjusted relays to the new Remote Override.

Once you are happy with the control being set, you can click 'OK' to continue with the new setting, or 'CANCEL' to abort the mapping. Also note that if you accept this mapping, the control (if already linked to another) will be fixed to the new mapping. Any previously set mappings will be 'moved' to the new mapped control. This should be used with care if you already have pre-defined Remote Override mappings.

This Remote Overriding method can be handy if you don't know how to set up your own MIDI controller to the dedicated MIDI controls mentioned in the previous chapter. For speed, you can simply double click a blue arrow, and the arrow with turn into a spinning yellow Lightning bolt, indicating that Reason is awaiting a MIDI signal to that control. You can then adjust a MIDI control on your MIDI device, and the control will map automatically without the need to use the popup previously mentioned. Double-click each specific control you want to map to save time and to use the mapping in a faster method.

All Remote Overrides can then be used to record automation within Reason, which can be fine tuned using he Sequencer and the clips (see the Reason Operating Manual for more information on how to edit & record automation)

Remote templates (which are currently in use by supported manufacturers ) are currently not available for Red Queen, but may be implemented and available in the near future

## MIDI Implementation table

Below is a listing of all MIDI Control Change (CC) numbers, which can be applied to your choice of device.

MIDI CC	CONTROL	MIDI CC	CONTROL
4	CROSSFADER	34	CHANNEL 1 FILTER MIX
5	MASTER FX TOGGLE	35	CHANNEL 1 RESONANCE
7	A/C BALANCE	36	CHANNEL 1 FREQUENCY
8	B/D BALANCE	37	CHANNEL 1 FILTER ON
13	INPUT 1 GAIN	39	CHANNEL 2 FILTER MIX
14	INPUT 2 GAIN	40	CHANNEL 2 RESONANCE
15	INPUT 3 GAN	41	CHANNEL 2 FREQUENCY
16	INPUT 4 GAIN	42	CHANNEL 2 FILTER ON
17	CHANNEL 1 LEVEL	43	EFFECT MIX A
18	CHANNEL 2 LEVEL	44	EFFECT MIX B
19	CHANNEL 1 PAN	45	EFFECT MIX C
20	CHANNEL 2 PAN	46	EFFECT MIX D
21	CHANNEL 1 KILL BASS	47	CHANNEL 1 MUTE
22	CHANNEL 1 KILL MID	48	CHANNEL 1 FX ON
23	CHANNEL 1 KILL HIGH	49	CHANNEL 2 MUTE
24	CHANNEL 2 KILL BASS	50	CHANNEL 2 FX ON
25	CHANNEL 2 KILL MID	51	EFFECT A DESTINATION
26	CHANNEL 2 KILL HIGH	52	EFFECT B DESTINATION
27	CUE INPUT LEVEL	53	EFFECT C DESTINATION
28	CHANNEL 1 CUE ON	54	EFFECT D DESTINATION
29	CHANNEL 2 CUE ON	55	CHANNEL 1 BASS GAIN
30	CUE INPUT SELECT	56	CHANNEL 1 MID GAIN
31	MASTER GAIN	57	CHANNEL 1 HIGH GAIN
33	CROSSFADER CURVE	58	CHANNEL 2 BASS GAIN
		59	CHANNEL 2 MID GAIN
		60	CHANNEL 2 HIGH GAIN
		61	INPUT 1 TO DECK
		62	INPUT 2 TO DECK
		63	INPUT 3 TO DECK
		65	INPUT 4 TO DECK

# LAB:ONE RECORDINGS. LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. INSTALLING AND USING THE PRODUCT INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PRODUCT UNUSED AND YOUR MONEY WILL BE REFUNDED.

- 1. GRANT OF LICENSE. In consideration of payment of the license fee, Lab:One Recordings. ("LAB:ONE" or the "Licensor") grants to you, the Licensee, a nonexclusive license to have one person use the enclosed LAB:ONE software product (the "Product") on one personal computer at a time. If you want to use the Product on more than one personal computer at a time, or if you want to network the Product, you must obtain separate licenses from LAB:ONE by contacting them via <a href="mailto:info@lab-one-recordings.co.uk">info@lab-one-recordings.co.uk</a>. This license does not grant you any right to any enhancement or update to the Product. Enhancements and updates, if available, may be obtained by you at LAB:ONE's then current standard pricing, terms and conditions.
- 2. OWNERSHIP OF THE PRODUCT. Portions of the Product incorporate certain material proprietary to third parties. LAB:ONE and licensors of LAB:ONE own and will retain all title, copyright, trademark and other proprietary rights in and to the Product. This License is NOT a sale of the Product or any copy of it. You, the Licensee, obtain only such rights as are provided in this Agreement. You understand and agree as follows:
- 2.1. You may NOT make any copies of all or any part of the Product except for archival copies of the computer software components of the Product as permitted by law,
- 2.2. You may NOT reverse compile, reverse assemble, reverse engineer, modify, incorporate in whole or in part in any other product or create derivative works based on all or any part of the Product.
- 2.3. You may NOT remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Product.
- 2.4. You may NOT transfer the Product. If transferred, in whole or in part, the original and subsequent owners forfeit all rights to use the software.
- 2.5 You may not use the documentation for any purpose other than to support your use of the SOFTWARE PRODUCT.
- 2.6 You may not perform engineering analyses of the SOFTWARE PRODUCT, including performance analyses, or benchmark analyses, without the written permission of LAB:ONE.

#### 3 INSTRUMENT CONTENT

- 3.1 The audio samples, recorded sounds, programs, MIDI patterns used by any instrument ("instrument content") included with the Product remain the property of Licensor and are licensed, not sold, to you for use on your computer.
- 3.2 The Licensee may modify the instrument content. LICENSEE MAY USE THE INSTRUMENT CONTENT FOR COMMERCIAL PURPOSES WITHIN MUSICAL COMPOSITIONS.
- 3.3. This license expressly forbids resale, re licensing or other distribution of the instrument content, either as they exist on these discs, or any modification thereof. You cannot sell, loan, rent, lease, assign or transfer all or any of the enclosed sounds to another user, or for use in any competitive product.
- 4. DEMO or THIRD PARTY DEMO CONTENT RESTRICTIONS. Unless specified elsewhere in your product package, the following restrictions apply to all digitally recorded sounds, MIDI or song files or rhythm patterns, and printed or digitally reproduced sheet music contained in the product package (the "demo content"): All demo content is protected by copyright and owned by LAB:ONE or other parties that have licensed these works to LAB:ONE. Any duplication, adaptation, or arrangement of the demo content without written consent of the owner is an infringement of UK. or foreign copyright law and subject to the penalties and liabilities provided therein. You may not synchronize the demo content with any videotape or film, or print the demo content in the form of standard music notation, without the express written permission of the copyright owner. The demo content may not be used for broadcast or transmission of any kind. You may not resell or redistribute the demo content "as is "(i.e., stand alone) in any way, including for use in sampling or sample playback units, or in any sound library product, or in any radio or television broadcast, soundtrack, film or other commercial product in any media, whether the works remain in their original form or are reformatted, mixed, filtered, re-synthesized or otherwise edited.
- 5. LICENSEE'S RESPONSIBILITIES FOR SELECTION AND USE OF THE PRODUCT. LAB:ONE hopes the Product will be useful to your business or personal endeavors. HOWEVER, LAB:ONE DOES NOT WARRANT THE OPERATION OF THE PRODUCT OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THE PRODUCT. You, and not LAB:ONE, are responsible for all uses of the Product.

#### 6 WARRANTY

- 6.1. Limited Warranty. Subject to the other provisions in Articles 4 and 5 of this Agreement, LAB:ONE warrants to you, the original licensee, that the media on which the Product is recorded will be free of defects in material and workmanship under normal use for a period of thirty (30) days from purchase, and that the Product will perform substantially in accordance with the user guide for a period of thirty (30) days from purchase. LAB:ONE's sole responsibility under this warranty will be, at its option, (1) to use reasonable efforts to correct any defects that are reported to it within the foregoing warranty period or (2) to refund the full purchase price. LAB:ONE does not warrant that the Product will be error free, nor that all program errors will be corrected. In addition, LAB:ONE makes no warranties if the failure of the Product results from accident, abuse or misapplication. Outside the United Kingdom, these remedies are not available without proof of purchase from an authorized international source. All requests for warranty assistance shall be directed to LAB:ONE at the following address: Lab:One Recordings, 41 Sedbergh Road, Corby, Northants, NN18 ONT, UK 6.2. Limitations on Warranties. THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE 4 IS THE ONLY WARRANTY GIVEN BY LAB:ONE WITH RESPECT TO THE ENTIRE PRODUCT; LAB:ONE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LAB:ONE SHALL NOT BE HELD RESPONSIBLE FOR THE PERFORMANCE OF THE PRODUCT NOR FOR ANY LIABILITY TO ANY OTHER PARTY ARISING OUT OF USE OF THE PRODUCT. SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE.
- 7. LIMITATIONS ON REMEDIES. LAB:ONE'S liability in contract, tort or otherwise arising in connection with the Product shall not exceed the purchase price of the Product. IN NO EVENT SHALL LAB:ONE BE LIABLE FOR SPECIAL, INCIDENTAL, TORT OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT, EVEN IF LAB:ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

  SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.
- 8. U.S. GOVERNMENT RESTRICTED RIGHTS. If you are a government agency, you acknowledge that the Product was developed at private expense and that the computer software component is provided to you subject to RESTRICTED RIGHTS. The rights of the government regarding its use, duplication, reproduction or disclosure by the Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights clause at FAR 52.227-19.
- 9. TERMINATION. This License Agreement will terminate immediately if you breach any of its terms. Upon termination, you will be required promptly to return to LAB:ONE or to destroy all copies of the Product covered by this License Agreement.

#### 10. MISCELLANEOUS.

- 10.1. Governing Law. The terms of this License shall be construed in accordance with the substantive laws of the United States and/ or Commonwealth of Massachusetts, U.S.A.
- 10.2. No Waiver. The failure of either party to enforce any rights granted hereunder or to take any action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 10.3. Litigation Expenses. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and litigation expenses.

10.4. Unenforceable Terms. Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN YOU AND LAB: ONE WHICH SUPERSEDES ANY PROPOSALS, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND LAB: ONE RECORDINGS RELATING TO THE SUBJECT MATTER OF THIS LICENSE AGREEMENT.

To contact Lab:One Recordings, please send correspondence to:

info@lab-one-recordings.co.uk

Or by post:

Lab:One Recordings, 41 Sedbergh Road, Corby, Northants, NN18 ONT, UK

