

End User License Agreement

CueMachine Technologies — Software License Agreement

Version 2026-07-22 · Effective July 22, 2026

This End User License Agreement (this "**Agreement**") is a binding contract between you ("**you**") and Overstory Music LLC dba CueMachine Technologies, a California limited liability company, 1301 N Broadway STE 18585, Los Angeles, CA 90012, USA ("**CueMachine Technologies**," "**we**," "**us**").

Please read Sections 11, 12, and 13 carefully. They describe operations that permanently change or delete your files, disclaim warranties, and limit our liability.

1. THE SOFTWARE THIS AGREEMENT COVERS

This Agreement governs your use of every macOS application we publish under the CueMachine Technologies name, including:

- **CueMachine** — audio-post toolkit
- **MonitorHUD** — monitor-control HUD
- **ProjectSwitch** — project launcher
- **FastTempo** — tap-tempo HUD
- **TunedOut** — instrument tuner
- **FileDates** — bulk file-date editor

together with any other application, command-line tool, update, upgrade, bundled content, preset, or documentation we make available under this Agreement (each, and collectively, the "**Software**").

2. ACCEPTANCE AND AVAILABILITY OF THESE TERMS

This Agreement is presented to you before installation. You accept it by any of the following: clicking "Agree" when it is presented during installation; purchasing a license; activating a license key; starting a free trial; or installing, copying, or using the Software. If you do not agree, do not install or use the Software, and request a refund if you have paid.

The current version of this Agreement is available at all times at cuemachine.com/eula and from the **License Agreement** item in each application's Help menu. Each release of the Software identifies the version of this Agreement that governs it.

If you are entering into this Agreement on behalf of a company or other organization, you represent that you have authority to bind it, and "you" means that organization.

3. LICENSE GRANT

Subject to your compliance with this Agreement, we grant you a personal, non-exclusive, non-transferable, non-sublicensable license — terminable only as set out in Section 18 — to install and use the Software:

- **Per license, on up to two (2) Macs** that you own or control, for use by one individual (for an organizational license, one designated individual). The second installation is for that same person's additional machine — for example, a studio Mac and a laptop — not for a second user;
- In object-code form only;
- For your personal or internal business use, including commercial production work.

Suite entitlements. ProjectSwitch, FastTempo, and TunedOut are licensed as entitlements of a valid CueMachine license or an active CueMachine trial. They are not sold separately, and the entitlement lasts as long as the CueMachine license or trial that unlocks it. CueMachine and MonitorHUD are licensed separately, each with its own two-Mac limit.

Volume, facility, and site licensing are available on separate written terms. Contact info@cuemachine.com.

4. FREE TRIAL

We offer a 30-day, full-featured free trial. The trial begins on first launch and requires no payment details. When it expires, the Software stops functioning until a license is purchased and activated. One trial per user and machine. Manipulating your system clock, reinstalling, or otherwise circumventing trial expiration is a breach of this Agreement. We may modify or withdraw the trial at any time; doing so does not affect a trial already in progress. Trial use is provided with no warranty of any kind and is subject to Sections 12 and 13.

5. ACTIVATION, MACHINE LIMITS, AND LICENSE KEYS

- Licenses are delivered as cryptographically signed license keys and activated over the internet through our licensing provider (Keygen). Activation records a device identifier and an activation count, used solely to enforce the two-Mac limit.
- After activation, the Software verifies its license **offline**; a periodic online re-check may occur. An internet connection is required to activate, deactivate, and re-check, but not for day-to-day use.
- You may deactivate a machine yourself to free a seat — for example, when replacing or selling a computer.
- Your license key is personal to you. You may not publish, resell, share, sublicense, rent, lease, or lend it, and you may not attempt to activate more machines than your license permits.
- We may suspend or revoke a license key that has been refunded or charged back, that was obtained fraudulently, or that is being used in material breach of this Agreement. Except in cases of fraud, chargeback, or key publication, we will give you notice and a reasonable opportunity to cure first.

6. PURCHASE, PRICE, AND REFUNDS

The Software is sold as a one-time purchase in US dollars. **Paddle.com Inc. and its affiliates act as our authorized reseller and Merchant of Record.** Paddle is the seller of record for your transaction, applies any local taxes, and issues your invoice. Your payment terms are governed by Paddle's own terms; this Agreement governs your use of the Software.

Refunds are governed by our Refund Policy at cuemachine.com/refund — currently a **14-day money-back guarantee** on every license. If you are a consumer with a statutory right of withdrawal or cancellation under your local law, that right applies in addition to, and is not limited by, this policy. Refunded and charged-back licenses are revoked and must not be used afterward.

7. UPDATES AND SUPPORT

The Software may check for updates over HTTPS and install them with your consent. Your purchase includes updates as described on our pricing page at the time of purchase. We may add, change, or remove features. We are not obligated to maintain compatibility with future versions of macOS or of any third-party application indefinitely, and we may end support for a product, platform, or macOS version. Support is provided on a commercially reasonable basis by email; no specific response time or support level is guaranteed.

8. RESTRICTIONS

Except as Section 8.1 allows, you may not, and may not permit anyone else to:

1. Reverse engineer, decompile, disassemble, deobfuscate, or otherwise attempt to derive the source code, algorithms, data formats, or internal structure of the Software;
2. Extract, decrypt, copy, or redistribute the Software's bundled libraries, data files, or encrypted content — including CueMachine's cue-name library and its parsing, reference-analysis, and channel-reduction algorithms, which are our **confidential trade secrets**;
3. Circumvent, disable, or interfere with licensing, activation, trial expiration, integrity checks, or code signing;
4. Modify, adapt, translate, or create derivative works of the Software;
5. Rent, lease, lend, sell, sublicense, distribute, host, or provide the Software as a service to third parties;
6. Remove or obscure any proprietary notice, trademark, or attribution;
7. Use the Software to develop a competing product, or publish benchmark results about it without our prior written consent;
8. Use the Software unlawfully or in violation of any third party's rights.

8.1 Rights this section does not restrict

The restrictions above apply **only to the extent permitted by applicable law**. Nothing in this Agreement limits:

- Any right you have under mandatory law that cannot be waived by contract — including the rights to observe, study, and test the functioning of the Software, and to decompile it for interoperability, under Articles 5(3) and 6 of Directive 2009/24/EC and equivalent provisions of UK, EEA, Australian, and other national law; or
- Any right granted to you by the license of a third-party component included in the Software. In particular, the LAME MP3 encoder is licensed under the GNU Lesser General Public License; you may reverse engineer and debug your own modifications to that library and relink the Software against a modified version of it, as the LGPL requires. See the in-app Acknowledgements for the full license text and the corresponding source.

9. OWNERSHIP

The Software is licensed, not sold. We and our licensors retain all right, title, and interest in and to the Software, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. No rights are granted except those expressly stated here.

Your files and your output are yours. We claim no ownership of the audio, session, or metadata files you process, or of any file the Software creates from them. We require no attribution and take no royalty on your work.

10. THIRD-PARTY COMPONENTS AND TRADEMARKS

The Software includes third-party components licensed under their own terms, reproduced in full in the in-app Acknowledgements. These include the LAME MP3 encoder (LGPL), the IBM Plex Sans and JetBrains Mono typefaces (SIL Open Font License 1.1), the Sparkle update framework, and the Sentry crash-reporting SDK. Where a third-party license grants you rights broader than this Agreement, those rights control for that component.

The Software is not affiliated with, endorsed by, or sponsored by Apple Inc., Universal Audio, Inc., Avid Technology, Inc., Ableton AG, Steinberg Media Technologies GmbH, Google LLC, or any other third party. "UA," "Apollo," "Console," "Pro Tools," "Live," "Cubase," "Nuendo," "Keyboard Maestro," and "Vienna Ensemble Pro" — and all other product and company names — are trademarks of their respective owners, used only to describe compatibility.

11. YOUR FILES, YOUR BACKUPS, AND HOW THE SOFTWARE OPERATES ON THEM

This section is important. Read it.

At your direction, and depending on the settings you choose, the Software performs operations that modify, rename, relocate, replace, or delete files on your computer. These include:

- Renaming files in bulk from parsed or user-defined naming conventions;
- Moving files to the Trash, or moving them to another folder;
- Writing reduced-channel-layout copies of audio files and replacing the originals, with the original moved to the Trash;
- Replacing files in place after writing metadata, including broadcast-wave timecode, iXML, ID3, and unique-identifier (UMID) fields;
- Converting audio to other formats, sample rates, bit depths, and channel layouts, including lossy encoding, which cannot be reversed;
- Rewriting filesystem creation and modification timestamps;
- Writing new files — click tracks, tempo maps, reports — into folders you select, which may overwrite existing files of the same name.

Detection and classification are estimates, not guarantees. Silence detection, channel-content analysis, reference comparison, tempo and meter extraction, and filename parsing all rely on thresholds and heuristics that can produce false positives and false negatives. Quiet but intentional content — room tone, whispered dialogue, deliberate fades — may be classified as empty at default settings. We do not warrant the correctness of any classification, score, verdict, parse result, or preview.

You are responsible for your data, and you assume this risk. You acknowledge that the operations described above are inherently destructive, that no software of this kind can be free of error, and that you assume the risk of loss arising from them. You must maintain complete, independent, verified backups of any file before letting the Software operate on it. You are responsible for reviewing the preview of an operation before applying it, for choosing appropriate settings and thresholds, and for verifying results before delivering them. **Do not use the Software as the only copy of, or the only check on, work you cannot afford to lose.**

No high-risk use. The Software is a production utility. It is not designed or licensed for use in any application where failure could lead to death, personal injury, or severe physical, environmental, or financial harm.

12. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT IT WILL MEET YOUR REQUIREMENTS OR ANY DELIVERY SPECIFICATION, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY FILE IT PRODUCES WILL BE ACCEPTED BY ANY THIRD PARTY, CLIENT, PLATFORM, OR APPLICATION.

Section 14 (Consumer rights) limits this Section where the law protecting you requires it.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OR CORRUPTION OF DATA, FILES, RECORDINGS, SESSIONS, OR METADATA, LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COST OF RE-RECORDING OR RECONSTRUCTING WORK, OR COST OF SUBSTITUTE SOFTWARE OR SERVICES — EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY.
2. OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE APPLICABLE LICENSE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) FIFTY US DOLLARS (US\$50).
3. THESE LIMITS APPLY TO ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited — including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or, where such exclusion is prohibited, for gross negligence or willful misconduct.

14. CONSUMER RIGHTS

If you are a consumer, you may have statutory rights this Agreement cannot override — for example under the EU Consumer Sales and Digital Content Directives, the UK Consumer Rights Act 2015, or the Australian Consumer Law. **Nothing in this Agreement excludes, restricts, or modifies those rights**, and Sections 12 and 13 apply only to the extent the law protecting you permits.

15. PRIVACY

Our Privacy Policy at cuemachine.com/privacy describes what we collect and who processes it. In summary: the Software processes your files **locally** and never transmits their contents to us. It transmits license-activation data — a license key and a device identifier — to our licensing provider; it may check for updates over HTTPS; and it sends crash and error reports **only if you opt in**. Where the GDPR or UK GDPR applies, we are the controller of that activation and diagnostic data.

16. FEEDBACK

If you send us suggestions, bug reports, or other feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or obligation to you. You are never required to send feedback.

17. YOUR INDEMNITY

You will defend, indemnify, and hold us harmless from any third-party claim, and any resulting loss, damage, or reasonable legal cost, arising from (a) your use of the Software in breach of this Agreement, (b) your violation of law or of a third party's rights, or (c) content you process with the Software that you did not have the right to process. We will notify you promptly of any such claim, give you control of its defense, and cooperate at your expense. This Section does not apply where you are a consumer and applicable consumer law prohibits it.

18. TERM AND TERMINATION

This Agreement takes effect when you accept it and continues until terminated.

- **By you:** at any time, by uninstalling the Software and deleting all copies.
- **Automatically:** if you materially breach it and, where the breach can be cured, fail to cure within 14 days of our notice.
- **By us:** if your license is refunded, charged back, or was obtained fraudulently. We do not otherwise terminate a paid license for convenience.

On termination, the rights granted here end and you must stop using the Software and delete all copies. Sections 8, 9, 11, 12, 13, 16, 17, 19, 21, and 23 survive termination.

19. EXPORT CONTROL AND SANCTIONS

The Software is of US origin. It contains no cryptographic functionality other than that provided by the operating system and cryptography ancillary to license verification and update integrity, and is self-classified as mass-market software under ECCN 5D992.c. You represent that you are not located in, and will not export or re-export the Software to, any country subject to a US embargo or comprehensive sanctions, and that you are not a person listed on any US, EU, or UK restricted-party list.

20. US GOVERNMENT END USERS

The Software is "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212 and DFARS 227.7202. US Government end users acquire only the rights granted to all other end users under this Agreement.

21. GOVERNING LAW AND DISPUTES

Talk to us first. Before filing any claim, please email info@cuemachine.com describing the problem. We will try in good faith to resolve it within 30 days. Most issues are resolved this way.

This Agreement is governed by the laws of the State of California, USA, without regard to its conflict-of-law rules and excluding the UN Convention on Contracts for the International Sale of Goods. The venue for any dispute is the state and federal courts located in Los Angeles County, California, and you consent to personal jurisdiction there. Either party may bring an individual claim in small-claims court.

If you are a consumer resident in the EEA, the UK, or another jurisdiction whose law gives you the right to bring proceedings in your local courts or to the protection of mandatory local consumer law, **this Section does not deprive you of those rights**, and the mandatory law of your country of residence continues to apply to you.

22. CHANGES TO THIS AGREEMENT

We may update this Agreement for future releases of the Software. **Changes are not retroactive:** the version of this Agreement delivered with a release governs your use of that release, and if you do not accept an updated version you may continue using the release you already have under the terms that came with it. Updated versions are published at cuemachine.com/eula with a new version date, and installing a release delivered with an updated version means you accept it for that release.

23. GENERAL

Assignment. You may not assign this Agreement without our written consent, except that an organizational licensee may assign it to a successor of its entire business. We may assign it in connection with a merger, acquisition, or sale of assets.

Severability and reformation. If a provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable — or severed if it cannot be — and the rest of this Agreement remains in effect.

No waiver. A failure to enforce a provision is not a waiver of it.

Force majeure. Neither party is liable for a delay or failure caused by events beyond its reasonable control.

Order of precedence. If this Agreement conflicts with our website Terms of Service, this Agreement controls as to your use of the Software; the Terms of Service control as to the website. Neither modifies your purchase contract with Paddle.

Entire agreement. This Agreement, together with the Privacy Policy and Refund Policy it references, is the entire agreement between us regarding the Software and supersedes prior understandings about it.

Interpretation. Headings are for convenience only. "Including" means "including without limitation."

No third-party beneficiaries. There are none.

Language. The English version of this Agreement controls.

24. CONTACT

Overstory Music LLC dba CueMachine Technologies 1301 N Broadway STE 18585, Los Angeles, CA 90012, USA info@cuemachine.com · cuemachine.com

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