

-----  
Next Generation Sound Synthesis (NESS) Terms and Conditions of Use

Version 1.1, 26 June 2015

**Definitions:**

- **NESS Online Service:** software service offered from the following URL:  
<https://ness-frontend.epcc.ed.ac.uk/>
- **NESS Software:** software in source or binary form including but not limited to: the Zero code and variants; the Multiplate code and variants; the Soundboard code and variants; the Brass code and variants; the Guitar code and variants; the Strings code and variants.
- **NESS HPC Infrastructure:** computing hardware operated at the University of Edinburgh with the non-exclusive purpose of enabling the provision and/or use of the NESS Online Service and hosting the NESS Software.
- **You:** any individual person who shall use the NESS Online Service.

**Terms of use:**

1. By using the NESS Online Service and/or the NESS HPC Infrastructure **You confirm that You have read and understand, and that You agree to abide by, these terms of use.**

2. Without limitation to the applicability of these terms of use, Your use of the NESS Online Service and/or the NESS HPC Infrastructure shall be governed by the University of Edinburgh Computing Regulations. These are available from the following URL or such alternative location(s) as may be notified by the University of Edinburgh:

<http://www.ed.ac.uk/schools-departments/information-services/about/policies-and-regulations/computing-regulations>

By using the NESS Online Service and/or the NESS HPC Infrastructure **You confirm that You have read and understand, and that you agree to abide by, these Computing Regulations.**

3. **The NESS Software is protected by copyright which is owned by the University of Edinburgh.** Redistribution of either source or binary forms of the NESS Software, in whole or in part, is expressly prohibited and will be considered an actionable breach of copyright. Redistribution of work based on the NESS Software (derivatives) is also expressly prohibited.

4. You may, pursuant to these terms of use, use the NESS Software, the NESS Online Service and/or the NESS HPC Infrastructure for Your personal use and research. You may not use the NESS Software, the NESS Online Service and/or the NESS HPC Infrastructure for the provision of any third party service.

Online and/or paper publication of results - including music compositions - generated by You as a result of Your use of the NESS Software, the NESS

Online Service and/or the NESS HPC Infrastructure, is subject to the following conditions:

- a. The publication must include the following text:  
"This work has benefited from use of the NESS software, created at the University of Edinburgh supported by the European Research Council under grant number StG-2011-279068-NESS."
- b. You must forward a stereo mix of any published music composition to the NESS Principal Investigator, Stefan Bilbao, email: Stefan.Bilbao@ed.ac.uk

5. You understand that the NESS Software is currently being developed under a research project. Accordingly no assurances or guarantees are given or should be implied with respect to Your use of the NESS Software, the NESS Online Service and/or the NESS HPC Infrastructure, as to whether such use may be suitable to achieve any particular result, or as to the integrity or security of data generated and/or stored by the NESS Online Service.

In particular, (but without limitation), the NESS Online Service separates user data between users, but it does not enforce this separation. This does not preclude action by the University of Edinburgh to detect unauthorized access to data that belong to other user(s), nor, in consequence of any such unauthorized access, to restrict or remove a user's access to the NESS Online Service and/or the NESS HPC Infrastructure. For the avoidance of doubt, the University of Edinburgh shall be under no obligation to take any such action.

By using the NESS Online Service You accept such reservations which may entail consequences to the privacy and confidentiality of Your data. You shall not hold the University of Edinburgh liable if Your data are accessed or compromised by another user or through software or hardware failure. You also commit not to access any other user's data or to otherwise exploit such technical weakness.

**6. NOTE: The NESS Online Service is not available for long-term storage of data. In particular, data stored for more than fourteen (14) days will be deleted by the system.** The University of Edinburgh shall not be responsible to You for any loss of data occasioned thereby.

Further, the University of Edinburgh shall incur no liability, (other than to the extent unavoidable at law), for: loss or corruption of any file(s) or data contained in the NESS Online Service or in the NESS HPC Infrastructure; nor for loss or damage to users or to third parties, or to their equipment, operating systems or other assets, resulting from the use of the NESS Software, the NESS Online Service or the NESS HPC Infrastructure or any withdrawal of the use of said facilities at any time by the University of Edinburgh.

7. THE NESS ONLINE SERVICE AND THE NESS SOFTWARE ARE PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE UNIVERSITY OF EDINBURGH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN

ANY WAY OUT OF THE USE OF THE NESS ONLINE SERVICE AND/OR THE NESS  
SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

-----