Pioneer Dj

rekordbox Introduction



About this manual

Be sure to read this manual before using. This manual includes important information that you must understand before using rekordbox.

- In this manual, name of buttons and menus displayed on rekordbox are indicated with brackets. (e.g. [BPM], [Collection] window)
- Please note that depending on the operating system version, web browser settings, etc., operation may differ from the procedures described in this manual.
- Please note that the language on the rekordbox screen described in this manual may differ from the language on your screens.
- This manual describes functions and operations for rekordbox ver. 6.0 or later. If you use an earlier rekordbox version than ver. 6.0, please download the suitable manual from the FAQ on the rekordbox website.
- Please note that the specification, design, etc. of rekordbox may be modified without notice and may differ from the descriptions in this manual.

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Introduction

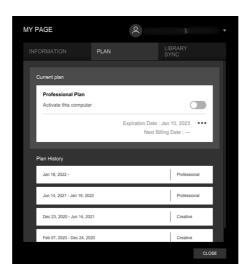
rekordbox is composite software that manages music files and DJ performances. With this music management software, you can manage music files in computers and mobile devices (this includes analysis, changing settings, creating files, and saving playback histories). It allows you to produce great DJ performances by combining music files managed by rekordbox and DJ equipment produced by Pioneer DJ.

About subscription plan

By signing up a subscription plan, you can enjoy DJ performances using more functions.

For available functions on each subscription plan, refer to the rekordbox website. rekordbox.com/en/plan/

Click [MY PAGE] in the upper-right of the screen to display the [MY PAGE] window, and then click the [PLAN] tab to check or change your current subscription plan. For details, see "Activating your computer with your subscription plan" (page 12).



Hint

- You can activate multiple computers and mobile devices with a single Pioneer DJ account. For the number of computers and mobile devices that you can activate for each subscription plan, refer to the rekordbox website.
- Even if you do not sign up a subscription plan, you can use more functions by connecting supported DJ equipment. For details, see "About authentication by DJ equipment (Hardware Unlock)" (page 11).

Preparing rekordbox

Before using rekordbox, you need to install it and make settings.

Note

• For rekordbox ver. 6.0 or later, "rekordbox dj License Card" which is supplied with the Pionner DJ equipment cannot be used.

(It can be used to activate rekordbox dj (PERFORMANCE mode) on rekordbox ver. 5 or earlier.) Depending on the DJ equipment, when you connect it to your computer, you can use limited functions of PERFORMANCE mode. For more details, see page 11.

Installing rekordbox

Before installing rekordbox, make sure to read "REKORDBOX END USER LICENCE AGREEMENT" (page 26).

If you are installing rekordbox, use the following procedures.

To install or uninstall rekordbox, you need to log on as the administrator of your computer. Have the administrator name and password ready before starting.

- 1 Launch a web browser on your computer, access the rekordbox website (rekordbox.com), and then open the rekordbox downloading page. Information about how to install rekordbox and how to use rekordbox features is displayed.
- 2 Click the button to download.
- Read the terms of "REKORDBOX END USER LICENCE AGREEMENT" carefully, and then click the [Agree] checkbox to continue.
- 4 Click [Download].

 Downloading rekordbox will start.
- 5 Double-click the downloaded file to unzip it.
- 6 Double-click the unzipped file to launch the installer.
- 7 Follow the instructions on the screen to install rekordbox.

Launching rekordbox

Before starting rekordbox, log on as the computer's administrator.

To use rekordbox for the first time, or if you have not already set up a Pioneer DJ account for another version of rekordbox, the windows for setting up a Pioneer DJ account will be displayed. Then with your computer connected to the internet, launch rekordbox and follow the instructions on the screen to do the following. If an earlier rekordbox version than ver. 6.0 has been installed, you must first convert a previously used library to be used. For details, see "Converting the library of an earlier rekordbox version than ver. 6.0" (page 9).

Hint

• With your computer connected to the internet, you can access the online manual and support site from the [Help] menu on rekordbox.

For Mac

Select [Application] on the Finder, click the [rekordbox 6*] folder, and then double-click [rekordbox.app].

* This number stands for a version number.

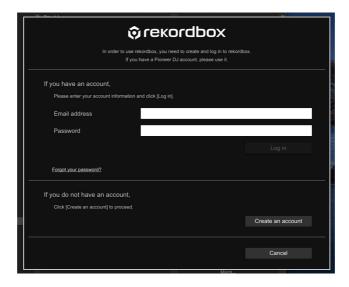
For Windows

Double-click the [rekordbox] icon (shortcut) on the desktop.

Setting up the Pioneer DJ account

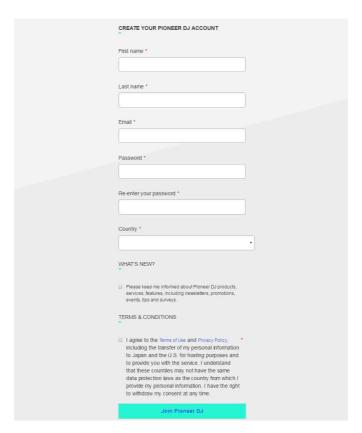
1 Launch rekordbox.

The Pioneer DJ account setup window is displayed.



If you have already set up your Pioneer DJ account for an earlier rekordbox version, this window is not displayed. You can use rekordbox without procedures on this section.

2 Click [Create an account].



Preparing rekordbox

- 3 Enter your name, email address, password, and country.
 If you want to receive emails containing Pioneer DJ news, click the checkbox.
- 4 Read the terms of service and privacy policy, and then click the checkbox if you agree with the terms.
 If you disagree with terms, you cannot use rekordbox.
- Click [Join Pioneer DJ].
 An email with further account setup information will be sent to the email address you entered.
 If you do not receive the email, check the junk folder of your email software.
- 6 Complete the setup by following the information in the email.
- Go back to rekordbox, enter the account name and password, and then click [Setup].
 rekordbox is available to be used by clicking [OK].

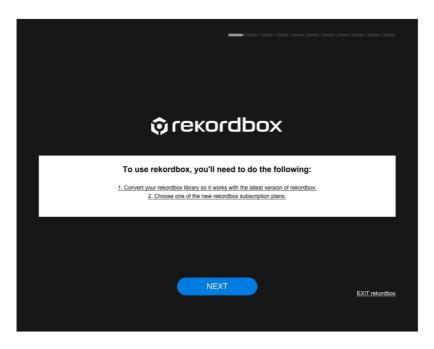
Entering administrator's password (Mac) / Allowing user account control (Windows)

If using a Mac computer, you will be asked to input a password. Enter the administrator's password of your Mac. If using a Windows computer, you will be asked if you allow rbinit.exe to make changes on your computer. Confirm the publisher, and then click [Yes].

Converting the library of an earlier rekordbox version than ver. 6.0

If you use the library of an earlier rekordbox version than ver. 6.0, you need to convert it. (You can create an empty library without using the library of an earlier rekordbox version.)

When you start rekordbox and answer the questions shown on the screen, the following screen is displayed.



- 1 Click [NEXT].
- 2 Click [START].

The library conversion will start.

Click [NEXT] if you are not using the library of an earlier rekordbox version than ver. 6.0.

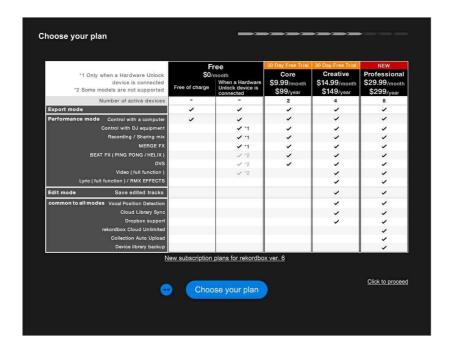
Hint

- To cancel the library conversion, click [CANCEL]. You will need to convert the library again.
- Even if you cancel the library conversion or do not convert the library, you can convert it later. Select [Import your library from ver. 5 (or earlier)] from [Library] in the [File] menu at the top of the screen.

Note

- If there is not enough free space on the computer drive, an error screen appears. Check your computer's free space, and then click [Retry] to start the library conversion again.
- The library conversion may take time, and you cannot use rekordbox until the conversion is complete.

When the [Choose your plan] window is displayed



Click [Choose your plan] to open the rekordbox website (rekordbox.com), and sign up a subscription plan. For details on subscription plans, refer to "Compare plans" on the rekordbox website.

rekordbox.com/en/plan/

Click [Click to proceed] if you have already signed up a subscription plan or do not want to sign up one.

Note

• The information on the above window is just an example. For actual prices and applicable services, refer to the rekordbox website.

Setting up rekordbox

- "About authentication by DJ equipment (Hardware Unlock)" (page 11)
- "Activating your computer with your subscription plan" (page 12)
- "Installing the audio driver" (page 13)
- "Setting up the audio output" (page 13)

About authentication by DJ equipment (Hardware Unlock)

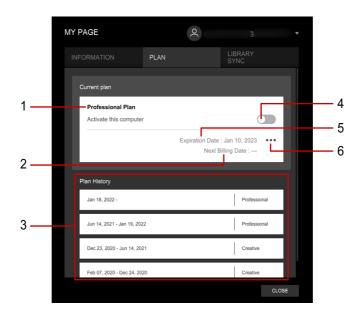
Depending on the Pioneer DJ equipment, when you connect the DJ equipment to your computer on which rekordbox is installed, you can use limited functions, such as recording in the PERFORMANCE mode and the DVS function, without signing up a subscription plan. For details on supported DJ equipment, refer to the rekordbox website.

rekordbox.com/en/support/faq/v6/#faq-q1525

Refer to the Instruction Manual of the connected DJ equipment.

Activating your computer with your subscription plan

By signing up a subscription plan, you can use rekordbox on multiple computers by logging in to them with the same Pioneer DJ account, and use limited functions. Click [MY PAGE] in the upper-right of the screen to display the [MY PAGE] window, click the [PLAN] tab, and then activate your computer.



- 1. Your current subscription plan
- 2. Next billing date for your current subscription plan
- 3. History for your subscription plan
- 4. Turn the activation on/off.
- 5. Expiration Date for your current subscription plan
- 6. Click here and select the following.
 - [Change/cancel your plan]: Change or cancel your subscription plan.
 - [Subscribe to a plan]: Sign up a subscription plan.
 - [Check for active devices]: Check the activation status on other computers and mobile devices.
 - For details and notes on updating a subscription plan, check the FAQ provided on the rekordbox website.

Preparing rekordbox

Hint

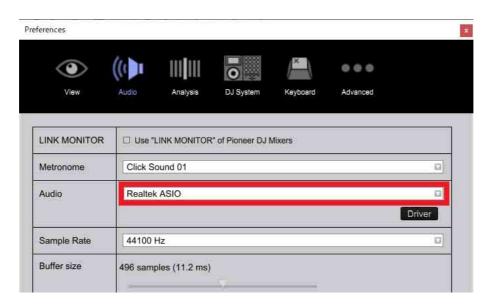
• If you use the same Pioneer DJ account, you can activate multiple computers and mobile devices with a single subscription plan. The number of computers and mobile devices that you can activate is limited in accordance with your subscription plan. Therefore, if you purchase a new computer and use it with rekordbox, deactivate an old one first.

Installing the audio driver

When connecting Pioneer DJ equipment to the computer, the driver installation screen is displayed. Follow the instructions on the screen to install the driver. For details, refer to the Instruction Manual of the Pioneer DJ equipment.

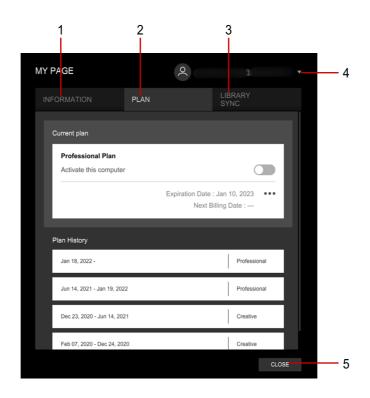
Setting up the audio output

Click in the upper-right of the screen to open the [Preferences] window, and then select the speaker on [Audio] of the [Audio] tab.



About [MY PAGE]

Click [MY PAGE] in the upper-right of the screen to open the [MY PAGE] window. The currently logged-in Pioneer DJ account is displayed in the upper-right of the screen. You can switch the Pioneer DJ account.



- Notifications from the rekordbox website (rekordbox.com) are displayed.
 When you click the [Display at startup only when new information is available.] checkbox at the bottom of the screen, you can set notifications to stop being displayed when rekordbox starts if there are no new notifications.
- 2. Check or change your current subscription plan. (page 12)
- Set the Cloud Library Sync function.
 For details, refer to "Cloud Library Sync Operation Guide" on the rekordbox website.
- 4. Pioneer DJ account is displayed.
 - When you click here and select [Switch Account], you can switch the Pioneer DJ account.
 - When you click here and select [Change Profile], you can change the profile of your Pioneer DJ account.
- 5. Close the [MY PAGE] window.

EXPORT mode and PERFORMANCE mode

EXPORT mode and PERFORMANCE mode

rekordbox provides two modes for your DJ set preparation and DJ performance. Click [EXPORT] or [PERFORMANCE] in the upper-left of the screen to change the mode.

About the EXPORT mode

When using the CDJ/XDJ series, rekordbox supports DJ performances which use waveforms, cues, loops, beat sync, etc. by analyzing music files before starting.



You can enjoy various DJ performances using PRO DJ LINK by adding music files, which are stored in your computer and USB storage device, to [Collection] of rekordbox and managing them.

PRO DJ LINK has two export functions. Use USB EXPORT to export a managed library of music files or playlists to a USB storage device or SD card. The USB storage device or SD card is inserted into a DJ player. Use LINK EXPORT to connect the computer to the DJ player. In both functions, you can share music files, playlists, etc. with DJ equipment on the same network. For details of PRO DJ LINK, refer to "Using with DJ equipment (PRO DJ LINK)" of "rekordbox Instruction Manual" on the rekordbox website.

* LINK EXPORT is available only in the EXPORT mode.

You can enjoy simple DJ mix with the [2 PLAYER] mode.

About the PERFORMANCE mode

Use the PERFORMANCE mode for DJ mix performance on rekordbox. You can enjoy professional DJ performances with up to 4 decks, 16 samplers, and various features including the effect function.



Depending on your subscription plan, some functions may not be available. For details on subscription plans, refer to "Compare plans" on the rekordbox website.

rekordbox.com/en/plan/

Download and install the sample pack

You can download "sample pack" audio files which can be used for the rekordbox sampler. Select [Sample Pack] > [Download Sample Pack] from the [File] menu at the top of the screen. Downloading will start. After downloading, select [Import Sample Pack], and then select the downloaded file. The downloaded file will be imported to rekordbox. After the import, you can use the audio files for the sampler.

Others

System requirements

Before installing rekordbox, make sure to read "REKORDBOX END USER LICENCE AGREEMENT" (page 26).

Supported OS

The latest information (supported OS, required operating environment, etc.) is available on the rekordbox website. rekordbox.com/en/download/#system

Required system (minimum required operating environment)

Make sure that your computer meets the following system requirements before installing rekordbox. For details on the latest information, refer to the rekordbox website.

- CPU: 2.5 GHz dual-core Intel®processor Core™ i5
- Memory: 8 GB (or more) RAM
- Hard disk/SSD: 2 GB (or more) free space (excluding space necessary for storing music files)
- Display resolution: 1 280 × 768 (or larger)
- Sound: Audio output to speakers, headphones, etc. (built-in or external audio device)
- Internet connection: For the account registration or inquires, use a web browser supporting 128-bit SSL (e.g. Safari 10 or later, Internet Explorer® 11 or later).
- USB port: A USB port is required to transfer music files to a USB storage device (flash memory, hard disk, etc.) or to connect to a DJ controller.
- LAN port: An Ethernet LAN adapter (RJ45 port) is required for communication with DJ equipment to transfer music files to a PRO DJ LINK compatible CDJ/XDJ series, etc. For details, refer to the Instruction Manual of the Pioneer DJ product.

Note

 Full functionality is not guaranteed with all computers even when the above operating environment conditions are fulfilled.

Others

- Even with the required memory capacity indicated for the operating environment above, rekordbox may not provide full functionality and performance due to lack of memory in the cases described below. Take the necessary measures to ensure sufficient free memory. Adding extra memory, in order to achieve stable performance, is recommended.
 - When there are many tracks being managed in the rekordbox library.
 - When resident programs and services are running.
- Depending on your computer's power saving settings, it may not be possible for your computer to achieve its optimum CPU and/or hard-disk processing capacity. Especially with a laptop computer, use an external AC power source to ensure best performance when using rekordbox.
- rekordbox may not operate properly if combined with other programs installed on your computer.

Communications environment on the computer

Depending on your computer's security software and operating system settings, communications with DJ equipment or mobile devices may be interrupted. If this occurs, check your settings for the following 7 programs to ensure that they are not blocked. The program extension depends on the OS of the computer; e.g. the extension ".app" is for Mac and ".exe" for Windows:

rekordbox
PSvNFSd
PSvLinkSysMgr
edb_streamd
ls-unity-rekordbox-win
rbhttpserver
rbcloudagent.exe

When sharing of the computer's internet connection is enabled, problems may arise in communications with other computers or DJ units connected on the LAN. Disable sharing before connecting the computer to the LAN.

- Mac: Open [System Preferences], and uncheck [Internet Sharing] under [Sharing].
- Windows: Open [Local Area Connection Properties], and then at [Sharing], uncheck [Allow other network users to connect through this computer's Internet connection] under [Internet Connection Sharing].

Communications with DJ equipment or mobile devices may also be interrupted if the network (IP address, port number, etc.) is restricted by a router or another communications device.

For details on the communications devices, security software, and the settings of the operating system, contact the respective manufacturer or your sales agent.

File formats that can be loaded and played

Files that can be loaded and played on rekordbox are listed below.

- It may not be possible to read or play copyright-protected music files.
- For music files (file formats) that can be loaded and played on DJ equipment produced by Pioneer DJ, refer to the Instruction Manual of the DJ equipment.

Music files

Music file	Compatible formats	Encoding method	Bit depth	Bit rate	Sampling frequency	File extension
MP3	MPEG-1 AUDIO LAYER-3	CBR VBR	16 bit	32 kbps to 320 kbps	32 kHz 44.1 kHz 48 kHz	.mp3
	MPEG-2 AUDIO LAYER-3	CBR VBR	16 bit	16 kbps to 160 kbps	16 kHz 22.05 kHz 24 kHz	.mp3
AAC	MPEG-4 AAC LC	CBR VBR	16 bit	8 kbps to 320 kbps	16 kHz 22.05 kHz 24 kHz 32 kHz 44.1 kHz 48 kHz	.m4a .mp4
WAVE		Uncompressed PCM	16 bit 24 bit	_	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.wav
AIFF		Uncompressed PCM	16 bit 24 bit	_	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.aif .aiff

Music file	Compatible formats	Encoding method	Bit depth	Bit rate	Sampling frequency	File extension
Apple Lo	ossless	Compressed PCM	16 bit 24 bit	_	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.m4a
FLAC		Compressed PCM	16 bit 24 bit	_	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.flac .fla

Video Files

• File extension: mpg, mp4, m4v, avi (Windows), qtz (Mac)

Video format

- Codec: h.264, mpeg-4, mpeg-2

- Display resolution: up to 1 920 × 1 080

• Audio format: LPCM (aiff), aac, mp3

Image files

- File extension: jpeg, png, gif (animated gif files are not supported)
- * Depending on the OS or the operating environment of your computer, some files may not be imported or played.

Supported media (file system)

Note that rekordbox can only write to SD memory cards and USB storage devices (flash memories or hard disks) which use a file system listed in the table below.

Recording media	FAT16	FAT32	NTFS	exFAT	HFS	HFS+
SD memory cards	1	1	N/A	✓	N/A	N/A
USB storage devices	1	1	N/A	✓	N/A	✓

- For DJ equipment supported with exFAT, check the FAQ provided on the rekordbox website below.
 - rekordbox.com/en/support/faq/v6/#faq-q600156
- Refer to the Pioneer DJ support page for SD memory cards and USB storage devices (flash memory and hard disk) that are available on DJ equipment. pioneerdj.com/support/
- HFS+ is available for Mac.

Online support site

Before making inquiries on rekordbox operating procedures or technical issues, read this manual and check the FAQ provided on the rekordbox website.

- AlphaTheta Corporation collects your personal information for the following purposes:
 - 1. To provide customer support for your purchased product
 - 2. To inform you of product or event information via e-mail
 - 3. To obtain feedback collected by survey for product planning purposes
 - Your personal information is kept confidential corresponding to the privacy policy set forth by our company.
 - AlphaTheta Corporation's privacy policy can be viewed on the rekordbox online support site.
- When making inquiries regarding rekordbox, please be sure to let us know your computer type and specifications (CPU, installed memory and other connected peripherals, etc.), the operating system and version used, as well as concrete information regarding the issue at hand.
 - To inquire about configuration of your computer with non-AlphaTheta
 Corporation peripheral devices

and to obtain the corresponding technical support, contact the manufacturer or retailer.

• Further version updates are anticipated for improved functionality and performance of rekordbox. Update programs will be available for download on the rekordbox online support site. We strongly recommend you check for the updates to always use the latest version of rekordbox.

Disclaimer

Please note that AlphaTheta Corporation cannot accept responsibility for the legality, morality or reliability of operation with regard to the use of rekordbox by customers. Problems in operation of rekordbox may arise due to the operating environment of the customer's computer and of rekordbox, or conflict with other software.

Please note that AlphaTheta Corporation cannot accept responsibility for loss of your registered information. Please make a separate note of information you have registered and store it in a safe place.

Copyright warning

The use of rekordbox is restricted with regard to the playing and copying of copyprotected music.

- The program may not operate properly if copy-protect encryption data is embedded in recorded media.
- Playback, analysis, and other operations may stop if copy-protect encryption data is detected as embedded in recorded media.

The material you record is for your own listening enjoyment, and cannot be used for other purposes without permission from the copyright owner.

- Music recorded from CDs and other media may be protected by the copyright laws
 of individual countries as well as by international convention. You are solely
 responsible for the lawful use of the recordings you make.
- When handling music that has been downloaded over the internet, the person who has downloaded the music is fully responsible for using the music in compliance with his/her contract with the website from which the music was downloaded.

REKORDBOX END USER LICENCE AGREEMENT

Last Updated: May 13, 2022 ("Effective Date")

This Software End User Licence Agreement ("Agreement") is between You (both the individual installing the Program and any single legal entity for which the individual is acting) ("You" or "Your"); and AlphaTheta Corporation a company registered in Japan whose company address is 6F Yolohama i-Mark Place, 4-4-5 Minatomirai, Nishi-ku, Yokohama, Kanagawa 220-0012 Japan. ("AlphaTheta").

Taking any step to set up or install the program means that you accept all of the terms of this Agreement. Permission to download and/or use the program is conditional on you agreeing to and complying with these terms. Written or electronic approval is not required to make this agreement valid and enforceable. If you do not agree to all of the terms of this agreement, you are not authorized to use the program and must stop installing it or uninstall it, as applicable.

1. Definitions

- 1.1 **"Documentation"** means written documentation, specifications and help content made generally available by AlphaTheta to aid in installing and using the Program.
- 1.2 **"Program"** means all or any part of AlphaTheta's software licensed to You by AlphaTheta under this Agreement.

2. Program licence

- 2.1 <u>Limited Licence</u>. Subject to this Agreement's restrictions, AlphaTheta grants to You a limited, non-exclusive, non-transferable, license (without the right to sublicense):
 - (a) To install the Program on Your computer and/or or mobile device, to use the Program only for Your personal purpose complying with this Agreement and the Documentation ("Authorised Use").
 - (b) To use the Documentation in support of Your Authorised Use; and
 - (c) To make one copy of the Program solely for backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on the copy.

- 2.2 Restrictions. You will not copy or use the Program or Documentation except as expressly permitted by this Agreement. You may transfer the Program (when the Program is transferred, the related licence is also transferred without any need to notify or obtain consent), but will not sublicense, rent, lease or lend the Program, or use it for third-party training, commercial timesharing or service bureau use. You will not Yourself or through any third party modify, reverse engineer, disassemble or decompile the Program, except to the extent expressly permitted by applicable law, and then only after You have notified AlphaTheta in writing of Your intended activities.
- 2.3 Usage of Lyrics is limited for your personal, non-commercial use in accordance with the terms of this Agreement. You may not reproduce (other than as authorised for your own personal usage), publish, transmit, distribute, publicly display, rent or lend, modify, create derivative works from, sell or participate in the sale of or exploit in any way, in whole or in part, directly or indirectly, any of the Lyrics so provided. You agree that you are not granted any so-called "karaoke" or "sing-along" rights to Lyrics and you shall not seek to or remove any vocal track from a sound recording that shall be associated with a Lyric provided to you. You agree not to assign, transfer or transmit any Lyrics to any third party. You agree that you shall not seek to or do anything that will defeat, evade or circumvent any efforts that may be made to protect the Lyrics from any unauthorized usage. You also agree that except as specifically authorised herein, the foregoing restrictions apply to your use of Lyrics.
- 2.4 About rekordbox Cloud Unlimited powered by Dropbox
 - (a) <u>Start of use</u>: To use rekordbox Cloud Unlimited powered by Dropbox (hereinafter referred to as the "Cloud Service"), You need to make an application separately according to the procedure described at rekordbox.com/en/cloud-unlimited-setup-guide/.
 - (b) <u>Terms of use of Dropbox</u>: To use the Cloud Service, You shall comply with the terms and other conditions shown at www.dropbox.com/terms.
 - (c) Restrictions:
 - (i) The Cloud Service is a service that provides You the Dropbox storage that AlphaTheta is authorized to administer. It is prohibited to conduct acts that disturb other customers, such as occupying the capacity. As the administrator, AlphaTheta may use, save, or access Your files to provide the service or exercise the Agreement, and You shall grant AlphaTheta the permission for these acts. AlphaTheta has the right to investigate Your activities and contents in order to check compliance with the Agreement, etc. AlphaTheta does not

- take any responsibility for contents posted or shared by users of the Cloud Service.
- (ii) The purpose of the Cloud Service is to provide storage for materials required for Your own DJ activities. You are prohibited from letting any third party use their account of the Cloud Service (hereinafter referred to as a "Cloud Service Account").
- (iii) If it is found that You violate the Agreement (including, but not limited to "prohibition of violation of third-party copyright"), uses a Cloud Service Account without permission, or violates any of the various Dropbox terms, use of the service may be declined thereafter.
- (d) Stop of use of the service: You may stop using the Cloud Service anytime. AlphaTheta does not take any responsibility for data uploaded by You to Dropbox. You are asked to confirm the various Dropbox terms at www.dropbox.com/terms and take necessary measures themselves.

(e) Others:

- (i) The service may be terminated without notice due to the termination of AlphaTheta's contract with Dropbox.
- (ii) The provision of the service may be suspended due to a Dropbox system reason.
- (iii) The support service contact for inquiries about the use of the Cloud Service is as follows: [Contact] Dropbox Business Customer Support (support@dropbox.com) https://www.dropbox.com/support
- (f) <u>Third-party services</u>: You are asked to understand that third-party services are not under AlphaTheta's control. AlphaTheta does not take any responsibility for the use of third-party services.

3. Restrictions to infringements of copyright protected data owned by third party

- 3.1 When using the program, You must agree on the following:
 - (a) To follow copyright protection laws, rules and regulations designated in every country and international treaties;
 - (b) To legally obtain music data used in the Program;
 - (c) Not to bypass or decode Digital Rights Management technology implemented to the data.

In addition, You may not copy music data beyond the extent of private use. You may not give or transfer music data to third party. You may not share or intend to share the media or storage used to save music data with others. You

- may not save music data to media or storage which allows access to third party. You may not provide live distribution of such music data to third party.
- 3.2 Ownership. AlphaTheta or its licensor retains all right, title and interest in and to all patent, copyright, trade mark, trade secret and other intellectual property rights in the Program and Documentation, and any derivative works thereof. You do not acquire any other rights, express or implied, beyond the limited licence set forth in this Agreement.
- 3.3 <u>No Support</u>. AlphaTheta has no obligation to provide support, maintenance, upgrades, modifications or new releases for the Program or Documentation under this Agreement.

4. Warranty disclaimer and Limitation of Liability

4.1 Warranty disclaimer. THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THEM AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ALPHATHETA AND ITS SUBSIDIARIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT.

If You are a UK or EEA consumer the following wording applies in place of the foregoing Section 4.1:

The Program and Documentation shall perform as described, it shall be fit for purpose and be of satisfactory quality.

4.2 Limitation of Liability. In no event will AlphaTheta or its subsidiaries be liable in connection with this Agreement or its subject matter, under any theory of liability, for any indirect, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. In no event will AlphaTheta's liability for all damages exceed the amounts actually paid by You to AlphaTheta or its subsidiaries for the Program. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the Program price and are essential elements of the bargain between the parties,

without which AlphaTheta would not have provided the Program or entered into this Agreement.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations of Section 3.2 may not apply to you.

If you are a UK or EEA consumer the following wording applies in place of the foregoing Section 4.2:

AlphaTheta are responsible to you for foreseeable loss and damage caused by it. If AlphaTheta fails to comply with the terms of this Agreement, it will be responsible for loss or damage You suffer that is a foreseeable result of it breaking those terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both You and AlphaTheta knew it might happen. AlphaTheta does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

If defective digital content that AlphaTheta supplies damages a device or digital content belonging to You, AlphaTheta will either repair the damage or pay you compensation. However, AlphaTheta will not be liable for damage that You could have avoided by following its advice to apply an update offered to You free of charge or for damage that was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements.

If You use the Program for any commercial, or business purpose AlphaTheta will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

4.3 Nothing in this Agreement shall affect or prejudice Your statutory rights as consumer and shall apply to You only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where You are located.

5. Indemnification

To the extent permitted under applicable law, You agree to indemnify and hold AlphaTheta, and its respective parents, subsidiaries, affiliates, officers and employees, harmless from any liabilities, claims, expenses or demands, including reasonable attorneys' fees and costs, made by any third party due

to or arising out of (a) your use or misuse of the Program or Documentation, (b) your negligence or misconduct when using the Program or Documentation, and (c) the violation of laws, rules, regulations or terms this Agreement. AlphaTheta reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with AlphaTheta in asserting any available defenses.

6. Export control and compliance with laws and regulations

You may not use or otherwise export or re-export the Program except as authorised by United States law and the laws of the jurisdiction in which the Program was obtained. In particular, but without limitation, the Program may not be exported or re-exported (a) into any US-embargoed countries or (b) to anyone on the US Treasury Department's Specially Designated Nationals List or the US Department of Commerce Denied Persons List or Entity List. By using the Program, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Program for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

7. US government restricted rights

The Program and Documentations are "commercial computer software" and "commercial computer software documentation" as those terms are defined in 48 C.F.R. §252.227-7014 (a) (1) (2007) and 252.227-7014 (a) (5) (2007). The US Government's rights with respect to the Program and Documentations are limited by this license pursuant to 48 C.F.R. § 12.212 (Computer software) (1995) and 48 C.F.R. §12.211 (Technical data) (1995) and/or 48 C.F.R. §227.7202-3, as applicable. As such, the Program and Documentations are being licensed to the US Government end users: (a) only as "commercial items" as that term is defined in 48 C.F.R. §2.101 generally and as incorporated in DFAR 212.102; and (b) with only those limited rights as are granted to the public pursuant to this license. Under no circumstance will the US Government or its end users be granted any greater rights than we grant to other users, as provided for in this license. Manufacturer is AlphaTheta Corporation, Yokohama i-Mark Place 6F, 4-4-5 Minatomirai, Nishi-ku, Yokohama-city, Kanagawa prefecture, Japan, ZIP: 220-0012

8. Damages and remedies for breach

You agree that any breach of this Agreement's restrictions would cause AlphaTheta irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which AlphaTheta may be entitled, You agree that AlphaTheta may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

9. Termination

AlphaTheta may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, You will stop using the Program, permanently delete it from your computer or mobile device where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to AlphaTheta in writing that You have done so. Sections 2.2, 2.3, 2.4, 3, 4, 5, 6, 7, 8 and 9 will continue in effect after this Agreement's termination.

10. General terms

- 10.1 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.
- 10.2 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without AlphaTheta's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without AlphaTheta's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

10.4 You agree that this Agreement shall be governed and construed by and under the laws of Japan.

If you are a UK or EEA consumer the following wording applies in place of the foregoing Section 10.4:

The laws and courts of your country of residence will apply to any disputes arising out of or relating to this Agreement.

11. Arbitration; Waiver of Jury Trial (this Section does not apply to UK or EU consumers)

- 11.1 Arbitration. To the extent permitted under applicable law, in the interest of resolving disputes between you and AlphaTheta in the most expedient and cost effective manner, you and AlphaTheta agree that any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ALPHATHETA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, UNLESS SUCH WAIVER IS INVALID UNDER APPLICABLE LAW. YOU AND ALPHATHETA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AlphaTheta agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- Arbitrator. Any arbitration between you and AlphaTheta will be governed
 by the Commercial Dispute Resolution Procedures and the
 Supplementary Procedures for Consumer Related Disputes (collectively,
 "AAA Rules") of the American Arbitration Association ("AAA"), as modified
 by this Agreement, and will be administered by the AAA. The AAA Rules

- and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting AlphaTheta.
- Notice; Process. A party who intends to seek arbitration must first send a
 written notice of the dispute to the other, by certified mail or Federal
 Express (signature required), or in the event that we do not have a physical
 address on file for you, by electronic mail ("Notice"). AlphaTheta's address
 for Notice is: AlphaTheta Music Americas, Inc. 2050 W 190th Street, Suite
 #109, Torrance, California 90504 Attention: VP of Operations
- The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or AlphaTheta may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or AlphaTheta shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, AlphaTheta shall pay you (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount offered by AlphaTheta in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.00, whichever is greater.
- Fees. In the event that you commence arbitration in accordance with this Agreement, AlphaTheta will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Los Angeles County, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse AlphaTheta for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the

- payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- Modifications. In the event that AlphaTheta makes any future change to this arbitration provision (other than a change to AlphaTheta's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to AlphaTheta's address for Notice, in which case your Account shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive. (iii) If you are a resident of Japan or of another country outside of the EU or the United States: Any claims by us, or claims by you, arising out of, relating to, or connected with this Agreement shall be finally settled by arbitration in Tokyo, Japan, in accordance with the rules of the Japan Commercial Arbitration Association. The award of arbitration shall be final and binding upon both parties and shall have the reasoning therein.
- 11.3 Exceptions. There are only the following exceptions to this arbitration agreement.
 - (i) First, if we reasonably believe that you have in any manner violated or threatened to infringe the intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.
 - (ii) Second, if you are a resident of the United States, any dispute arising from, related to, or connected with this Agreement may, at the option of the claiming party, be resolved in small claims court in Los Angeles County, California, provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court. In addition, either of us may pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available.

12. Language

This Agreement is made in English and translated into Japanese. The English text is the original and the Japanese text is for reference purposes. If there is any conflict or inconsistency between these two texts, the English text shall prevail.

REKORDBOX SUBSCRIPTION TERMS

These terms and conditions apply to all paid for subscription plans for rekordbox. It does not apply to free plan users.

We are AlphaTheta Corporation a company registered in Japan. Our company address is 6F Yokohama i-Mark Place, 4-4-5 Minatomirai, Nishi-ku, Yokohama, Kanagawa 220-0012 Japan.

You can contact us (including for aftercare support) by using rekordbox.com/

If we have to contact you we will do so by writing to you at the email address or postal address you provided to us in your order. When we use the words "writing" or "written" in these terms, this includes emails. If you provided us with a telephone number we may also contact you using that number.

1. Our contract with you

Our acceptance of your order will take place when we take payment details from you and make rekordbox available to you for download, at which point a subscription contract will come into existence between you and us.

2. Subscription terms

<u>How to subscribe</u>: To use rekordbox you must have: (a) internet access (the charges for which must be paid for by you); (b) a compatible device (see system requirements) (c) a Pioneer DJ account and (d) provide us with payment details.

Automatic renewal: Unless you cancel your subscription before your next payment date, we will charge you the next subscription payment. For annual subscription plans we will provide you with notice ahead of renewing your subscription. For more details on payment, please see **Payment** and for more details on cancellation, please see **Cancellation and Termination** below. rekordbox.com/

<u>Subscription levels and payment options</u>: We offer three levels of subscription: Core Plan, Creative Plan, and Professional Plan. These are both offered as monthly and

annual subscriptions. Please here https://rekordbox.com/ for more information about the functionality offered with each plan.

<u>Free trial period</u>: You may be offered a free trial period at the start of your subscription. The duration of the free trial period will be indicated on our website when you sign up for your subscription. Eligibility for a free trial period is at our discretion. One free trial available per customer. Your subscription level cannot be changed during any free trial period. At the end of the free trial period you will be charged automatically for the monthly or annual subscription price (depending on the option you selected at sign up) unless you cancel your subscription before the end of your free trial period. For more information about cancellation, please see **Cancellation and Termination**.

3. Payment

<u>Subscription price</u>: The monthly and annual subscription prices for each of the rekordbox subscription service levels (Core Plan, Creative Plan and Professional Plan) will be indicated on our website when you sign up for your subscription. rekordbox.com/

How to pay: We accept payment by all major debit and credit cards and by Paypal. You will be charged based on a cut-off date designated by your credit card or bank. Payment will be completed by our payment agency Digital River Inc.

4. Your license to use rekordbox

<u>Limited license</u>: For the duration of your subscription, we grant to you a license to use rekordbox on these terms and the terms of our EULA. There is a limit on the number of devices you can use rekordbox on simultaneously. Please refer to the subscription level descriptions for more information.

rekordbox.com/en/plan/

Our rights to make changes to rekordbox

Routine software updates: We may from time to time update or require you to update the version of rekordbox you use to improve security, add functionality or make other improvements to the service you receive from us.

<u>More significant changes to rekordbox and these terms</u>: In addition, we may make material changes to these terms or to the functionality of rekordbox, but if we do so we will notify you in advance

5. Supplying rekordbox to you

We will supply rekordbox until you end your subscription or we end your subscription by written notice to you (see the section headed **Cancellation and Termination** below).

Standard of service supply: We are under a legal duty to supply products that are in conformity with these terms. Nothing in these terms will affect your legal rights.

Reasons we may suspend the supply of rekordbox to you: We may have to suspend the availability of the rekordbox service to: (a) deal with technical problems or make technical changes; or (b) update the product to reflect changes in relevant laws and regulatory requirements.

We may suspend supply of rekordbox if you fail to make a subscription payment: If you do not pay us for the service when you are supposed to and you still do not make payment within 14 (fourteen) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the service. As well as suspending the service, we can also charge you interest on your overdue payments (see **Payments** above for more information).

6. Cancellation and Termination

Ending your subscription because of something we have done or are going to do: To the extent permitted under applicable law, if you are ending your subscription for a reason set out below the contract will end immediately and we will refund you in full for any service you have paid for but not received. The reasons are:

- (a) we have told you about an upcoming change to the rekordbox service or these terms which you do not agree to;
- (b) you have a legal right to end the contract because we are in breach of these terms and conditions.

<u>Cancel your subscription on notice at any time</u>: How cancellation works will depend on whether you have a free trial period or if you started a paid subscription immediately.

<u>Cancelling if you have a free trial period</u>: If you cancel your subscription during your free trial period, your access to the rekordbox service will stop automatically at the end of your free trial period. If you cancel after the end of your free trial, you will continue to have access to the rekordbox service to the end of your current billing period and you will not be entitled to a refund.

Cancelling if you do not have a free trial period: If you cancel your subscription within 14 (fourteen) days after you start your subscription we will refund any payments received from you using the same method of payment that you used to purchase your subscription. If you cancel more than 14 (fourteen) days of the start of your subscription you will continue to have access to rekordbox to the end of your current billing period and you will not be entitled to a refund.

If you have a monthly subscription, and you give notice part way through a billing period, your notice to terminate will be effective at the end of that monthly billing period.

If you have an annual subscription, and you give notice part way through a billing period, your notice to terminate will be effective at the end of that annual billing period.

7. How to cancel your subscription

To cancel your subscription, please let us know by Completing the form on our website.

8. Our rights to end your subscription

We may end the contract if you break it: We may end your subscription at any time by writing to you if:

- (a) you are in material breach of the terms of the EULA or we have discovered your fraudulent, abusive or illegal activity;
- (b) you are in material breach of any of these terms and you do not correct the breach within 21 (twenty-one) days of being told by us in writing that you are in breach:

(c) you do not make any payment to us when it is due. Where this happens you will lose the benefits of your subscription service and your service will convert to the free plan;

We may stop offering rekordbox as a subscription service: We may write to you to let you know that we are going to stop providing the rekordbox service. We will let you know at least 90 (ninety) days in advance of our stopping the supply of the service.

For annual subscriptions, at our option, we will either:

- (a) continue to provide the rekordbox service to the end of your current annual subscription plan; or
- (b) refund you for the payments you have made for the rekordbox service you do not receive due to early termination your annual subscription plan.

9. Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

<u>Types of liability that we do not exclude</u>: Nothing in these terms excludes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the service or anything else that we cannot legally exclude or limit.

We are not liable for business losses: If you use the rekordbox service for any commercial, or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

IN NO EVENT WILL OUR LIABILITY OF THE IN CONNECTION WITH THIS AGREEMENT EXCEED US\$1,000, OR THE PRICE PAID BY YOU FOR THE REKORDBOX SERVICE IN THE 12 MONTHS PRECEDING, WHICHEVER IS GREATER.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. General Terms

<u>Transfer of our rights and obligations</u>: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Nobody else has any rights under this contract: This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force: Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later: If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the service, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings:

You agree that these terms shall be governed and construed by and under the laws of Japan.

If you are a UK or EEA consumer the following wording applies in place of the foregoing sentence: The laws and courts of your country of residence will apply to any disputes arising out of or relating to these terms.

Trademarks and licenses

- rekordbox™ is a trademark or registered trademark of AlphaTheta Corporation.
- PRO DJ LINK™ is a trademark or registered trademark of AlphaTheta Corporation.
- Windows® is a registered trademark of Microsoft Corporation in the U.S. and other countries.
- Mac, and macOS are trademarks of Apple Inc., registered in the U.S. and other countries.
- Intel® is a registered trademark of Intel Corporation in the U.S. and other countries.
- Wi-Fi is a registered mark of the Wi-Fi Alliance.
- ASIO is a trademark and software of Steinberg Media Technologies GmbH.
- Other product, technology and company names, etc. mentioned herein are trademarks or registered trademarks of their respective owners.

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