



Audio Upscale Lab

End User License Agreement

Standard software licence and limitation of liability terms

Please read this Agreement carefully before installing, activating or using Audio Upscale Lab. By installing, launching, copying or using the Software, you agree to be bound by this Agreement.

Licensor: Simcoemedia

Software: Audio Upscale Lab

Version: 0.1.0

Effective date: 2 June 2026

Product Summary

Audio Upscale Lab is a Windows desktop application for local audio analysis, learned music restoration, audio super-resolution workflows, high-quality sample-rate conversion, comparison preview, and export. The Software is intended for short music and audio files processed locally on the user's own computer.

The Software may call optional user-installed model backends such as AudioSR, LavaSR, NovaSR, PyTorch, FFmpeg, and related local tools. Unless expressly stated in a separate distribution package, these model backends, model weights, Python runtimes, and third-party tools are not sold as part of the Software and remain governed by their own licences.

Important Notice

Please read this End User License Agreement carefully before installing, activating, or using Audio Upscale Lab. By installing, launching, copying, or using the Software, you agree to be bound by this Agreement.

If you do not agree to these terms, do not install or use the Software.

1. Parties and Scope

This Agreement is between Simcoemedia, referred to as "we", "us", or "the Licensor", and the person or organisation installing or using Audio Upscale Lab, referred to as "you" or "the Licensee".

This Agreement governs your use of the Audio Upscale Lab application, associated resources, documentation, configuration files, scripts, and updates supplied by Simcoemedia.

2. Licence Grant

Subject to your compliance with this Agreement, Simcoemedia grants you a limited, non-exclusive, non-transferable licence to install and use Audio Upscale Lab on compatible Windows computers for lawful audio analysis, restoration, processing, preview, and export.

Unless a separate written commercial licence states otherwise, the licence is for use by the purchaser or authorised user only and does not grant rights to redistribute, resell, sublicense, host, or provide the Software as a managed service.

3. Permitted Use

You may use Audio Upscale Lab to:

- import supported WAV, FLAC, and MP3 files;
- analyse audio metadata, levels, bandwidth, waveform, and spectrogram content;
- run local restoration, input conditioning, artifact cleanup, distortion repair, and super-resolution workflows;
- perform high-quality mathematical sample-rate conversion;
- compare original and processed audio locally;

- export processed audio files in supported formats;
- save and load local session settings and processing reports.

You are responsible for ensuring that your use of the Software and any audio material processed with it is lawful.

4. Restrictions

You must not:

- reverse engineer, decompile, disassemble, or attempt to derive source code from the Software except to the extent allowed by applicable law;
- remove, alter, or obscure copyright, trademark, licence, attribution, or third-party notice information;
- use the Software to infringe copyright, performers' rights, privacy rights, contractual rights, or any other rights;
- distribute malware, corrupted media, unlawful content, or harmful material through files created with the Software;
- misrepresent processed output as an objectively recovered original recording where the result is a predictive restoration;
- use the Software as part of a cloud processing service, hosted API, SaaS platform, or multi-user processing service without written permission from Simcoemedia;
- bypass technical limits, activation systems, licence checks, or safety warnings included in the Software.

These restrictions apply to Audio Upscale Lab itself. They do not override any rights you may have under third-party open-source licences for separate third-party components, including any rights that cannot lawfully be restricted by this Agreement.

5. Your Audio Files and Legal Responsibility

Audio Upscale Lab works on files selected by you. You retain ownership of your own input files and of any rights you lawfully hold in processed exports.

You are solely responsible for:

- obtaining the rights needed to process, modify, export, publish, distribute, or commercially exploit any audio;
- keeping backups of original files;
- checking processed output before release;
- complying with any laws, licences, platform rules, and contractual obligations that apply to your audio.

Simcoemedia does not grant you any rights in third-party recordings, compositions, samples, performances, stems, generated music, model outputs, or other content you do not already have the right to use.

6. Predictive Restoration Disclaimer

Audio Upscale Lab uses analysis, signal processing, and optional learned model backends to create a best learned prediction of missing or degraded detail. The Software cannot know with certainty what was present in the original recording before loss, compression, clipping, distortion, masking, or bandwidth limitation.

Processed output may contain changes, artifacts, synthetic detail, tonal shifts, phase changes, stereo changes, transient changes, or other audible differences. Restoration, super-resolution, distortion repair, artifact cleanup, and clarity recovery are not guaranteed to improve every file.

You should evaluate results by listening, comparing, and checking technical output before publication, mastering, broadcast, release, or commercial delivery.

7. Local Processing and Optional Model Backends

Audio Upscale Lab is designed for local desktop processing. The app itself does not require a server dependency to process audio and does not upload your audio files to Simcoemedia.

Some optional user-installed components may download packages, model weights, Python dependencies, or updates from third-party services such as package repositories or model hosting providers. Those downloads are controlled by the third-party tools and repositories you choose to install and are governed by their own terms, licences, and privacy practices.

If you install optional learned backends, you are responsible for ensuring that their licences, model cards, usage terms, and hardware requirements are suitable for your intended use, including commercial use.

8. Ownership and Intellectual Property

Audio Upscale Lab, its original interface, source code, binaries, documentation, branding, icons, configuration, and product design are owned by Simcoemedia or its licensors and are protected by copyright and other intellectual property laws.

No ownership rights are transferred to you. All rights not expressly granted in this Agreement are reserved.

The names, trademarks, and technologies of third-party components belong to their respective owners. Reference to a third-party component does not imply endorsement unless expressly stated by that owner.

9. Third-Party Components

The Software uses or interoperates with third-party open-source and proprietary components. Third-party components remain governed by their own licence terms. A non-exhaustive notice list is provided in `THIRD_PARTY_NOTICES.md` in the application/package.

If a third-party licence term conflicts with this Agreement for that third-party component, the third-party licence controls for that component only. Nothing in this Agreement grants broader rights to Audio Upscale Lab's proprietary code, branding, product design, or original assets.

Model backends and model weights including AudioSR, LavaSR, NovaSR, PyTorch, and related packages are user-installed unless a separate package expressly states that they are bundled. You must review the licence and usage terms of any model, package, or model weight before relying on it for commercial work.

10. Updates and Changes

Simcoemedia may provide updates, fixes, feature changes, documentation changes, or installer changes. Updates may alter behaviour, supported formats, model integration, UI, performance, or processing defaults.

You are responsible for verifying that updated versions remain suitable for your workflow before using them in production.

11. Data, Backups, and System Responsibility

You are responsible for maintaining backups of your source files, projects, exports, settings, and system configuration.

Audio processing can be resource intensive. You are responsible for ensuring that your computer, drivers, GPU, storage, Python environments, model caches, and external dependencies are suitable for your intended use.

Simcoemedia is not responsible for source file loss, export mistakes, system configuration issues, driver problems, failed third-party installs, or model-cache corruption.

12. No Warranty

To the maximum extent permitted by law, Audio Upscale Lab is provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise.

Simcoemedia does not warrant that the Software will be error-free, uninterrupted, secure, compatible with every system, compatible with every third-party model, or suitable for every audio file. Simcoemedia does not warrant that processed output will be commercially acceptable, artifact-free, technically compliant, or subjectively better than the source.

13. Limitation of Liability

To the maximum extent permitted by law, Simcoemedia shall not be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profits, loss of revenue, loss of business, loss of goodwill, loss of data, loss of recordings, failed releases, platform rejection, or professional fees arising from use of or inability to use the Software.

Nothing in this Agreement limits liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

14. Consumer Rights

If you are a consumer, you may have statutory rights that cannot be excluded or limited. Nothing in this Agreement is intended to exclude or limit those rights where they apply.

15. Term and Termination

This Agreement begins when you install, launch, copy, or use the Software and continues until terminated.

You may terminate it at any time by uninstalling the Software and ceasing all use. Simcoemedia may terminate your licence if you materially breach this Agreement. On termination, you must stop using the Software and remove all unauthorised copies in your possession or control.

16. Export Control and Compliance

You must comply with all applicable export control, sanctions, intellectual property, data protection, consumer protection, and media-distribution laws that apply to your use of the Software and any audio you process.

17. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. The courts of England and Wales shall have jurisdiction, except where applicable consumer law gives you mandatory rights to bring proceedings elsewhere.

18. General

If any part of this Agreement is found invalid or unenforceable, the remaining terms will continue in effect. Failure by Simcoemedia to enforce a term does not waive that term.

You may not assign or transfer this Agreement without written permission from Simcoemedia. Simcoemedia may assign this Agreement as part of a business transfer, merger, sale of assets, or reorganisation.

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