


MACH1 SDK
Royalty Free Developer License Agreement
Version 1.01

MACH1 SDK Royalty Free Developer License Agreement

<div><div>Mach 1 </div><div>M1-SDK License Summary</div></div> <div><small>The License for the Mach1 SDK libraries are controlled by the terms and conditions of the Mach1 SDK Royalty Free Developer License Agreement. This Summary is provided for convenience only.</small></div>	
CAN	CANNOT
<div>Distribute with integrated libraries for commercial use, until Mach1 Extended Use License is needed</div> <div>Privately use</div> <div>Statically Link or Dynamically Link lib(s) to project for private or commercial use</div>	<div>Modify Mach1 binary libraries</div> <div>Hold Mach1 liable for any reason</div> <div>Rename Mach1 binary libraries</div> <div>Sublicense</div> <div>Distribute more than 100,000 copies of integrated Developer Application without Mach1 Extended Use License</div>
MUST	
<div>Agree to all terms and conditions of Mach1 SDK Royalty Free Developer License Agreement</div> <div>Contact Mach1 for extended license upon Mach1 SDK integrated project's distribution reaches more than 100,000 users</div> <div>Include a copy of the Mach1 SDK Royalty Free Developer License Agreement with all distributions of Developer Applications with integrated Mach1 SDK libraries</div> <div>Mention use of Mach1 within project's documentation: Spatial Audio SDK Software provided under license from Mach1™</div> <div>Display Mach1 logo in UI relating to selecting any content that needs the Mach1DecodeCAPI library for proper playback</div>	

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a. Subject to the terms and conditions of this MACH1 SDK Royalty Free Agreement, MACH1 hereby grants to DEVELOPER a non-exclusive, non-transferable, non-sublicensable, non-royalty bearing (limited solely to the "Royalty Free Uses" as defined herein) worldwide license to use, reproduce, display and distribute the MACH1 SDK in its current version only for the sole purpose of integration, use by and distribution with DEVELOPER's application (collectively referred to as a "Developer Application"), it being understood that such distribution shall not include distribution of the MACH1 SDK in Source

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Code (“Source Code” meaning the source code for the MACH1 SDK, and any and all information and materials concerning such source code disclosed by the MACH1 SDK) form, or distributed as an individual or independent application, file or files separate and apart from the Developer Application.

b. The license granted under Section 1(a) of this MACH1 SDK Royalty Free Agreement shall be non-royalty bearing only up to and including a total of One Hundred Thousand (100,000) end user distributions (e.g., downloads or electronically or otherwise distributed copies, each a “Distribution”) (collectively, the “Royalty Free Uses”) of the Developer Application. For each end user distribution in excess of the Royalty Free Uses, DEVELOPER shall pay a royalty under a MACH1 SDK Paid License Agreement, as explained in Section 7(b). No rights are granted beyond the Royalty Free Uses, and any Distribution of the Developer Application incorporating the MACH1 SDK beyond the Royalty Free Uses shall be royalty bearing and require separate licensing from MACH1.

2. End User License MACH1 SDK Royalty Free Agreement. DEVELOPER shall include MACH1’s end user license agreement (EULA), included as a separate text file with the MACH1 SDK files under the “License” directory, and also available at the website www.mach1studios.com/licensing, with the distribution of each copy of the Developer Application, and shall ensure any Distributions ensure that end users agree to MACH1’s EULA. Failure to include such EULA shall be considered a material breach of this MACH1 SDK Royalty Free Agreement. For the sake of clarity, MACH1’s EULA will apply only to third party end users of the Developer Application Distributed with the MACH1 SDK, while DEVELOPER’s obligations as to the MACH1 SDK are controlled by this MACH1 SDK Royalty Free Agreement.

3. Developer Covenants; Restrictions. By accepting the terms and conditions of this MACH1 SDK Royalty Free Agreement, DEVELOPER hereby agrees:

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- b. Not to modify, decompile, reverse-engineer, or otherwise seek to duplicate or recreate the functionality of, the MACH1 SDK, or to copy, create, design or apply the same solution in the same way as in the MACH1 SDK;
- c. Not to permit, authorize, license or sublicense any third party to access, view, copy or use the Source Code or derivatives thereof, other than with respect to examples provided with the MACH1 SDK;
- d. Not to use the MACH1 SDK for any purpose or in any manner other than as permitted by this MACH1 SDK Royalty Free Agreement;
- e. Not to allow copying, use, display or distribution of the MACH1 SDK beyond the Royalty Free Uses;

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- f. To ensure that DEVELOPER's employees, agents and other parties under DEVELOPER's control who will use the MACH1 SDK do so in accordance with the terms and conditions of this MACH1 SDK Royalty Free Agreement and are accordingly notified of the same;
- g. Not to facilitate the use of the MACH1 SDK in any manner which would constitute a breach of the terms and conditions of this MACH1 SDK Royalty Free Agreement by DEVELOPER;
- h. Not to place or distribute the MACH1 SDK on any website or ftp server without also including a copy of this MACH1 SDK Royalty Free Agreement, or the MACH1 EULA, as the case may be; and
- i. Not to use the MACH1 SDK for any purpose which may violate any applicable law or regulation.

4. Attribution. Any Developer Application using the MACH1 SDK must include the following attributions:

- a. Each copy of a Developer Application must include, at least once within any documentation, FAQ, instructions, or manual provided with the Developer Application (in any format), and at least displayed within Developer Application the attribution: "*Spatial Audio SDK Software provided under license from Mach1™*". The attribution must be conspicuous and legible and must be in at least 8 point font.
- b. Each copy of a Developer Application must include, at least once within the Developer Application the attribution: "*Spatial Audio Powered by Mach1™*". The attribution must be conspicuous and legible and must be in at least 8 point font.
- c. The MACH1 Logo must be conspicuous and legibly displayed by Developer Application when playing back audio in the MACH1 SDK audio format, as well as alongside any content requiring the Mach1DecodeAPI (application programming interface). A copy of the MACH1 Logo is provided with the MACH1 SDK files under the "License" directory, as well as at the website www.mach1studios.com/licensing.

5. No Other Rights Granted. Other than the uses outlined in Section 4, this MACH1 SDK Royalty Free Agreement does not grant DEVELOPER any permission or license to use the trade names, trademarks, service marks, or product names of MACH1, without prior written approval from MACH1. MACH1 retains all right, title and interest in and to their intellectual and industrial property rights and know-how relating to the MACH1 SDK, and DEVELOPER recognizes and confirms the validity of and MACH1's ownership of the same. So long as DEVELOPER is in complete compliance with all terms this MACH1 SDK Royalty Free Agreement, and only during the Term of this MACH1 SDK Royalty Free Agreement, MACH1 covenants not to

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b. Should DEVELOPER fail to obtain a royalty bearing extended use license after distributing the MACH1 SDK as part of a Developer Application beyond the Royalty Free Uses, DEVELOPER shall pay to MACH1 a royalty per each Distribution in an amount as determined by MACH1, and to be paid upon notice from MACH1. At the request of MACH1, all unlicensed uses and distributions shall cease, and this MACH1 SDK Royalty Free Agreement shall be considered to be terminated.

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10. Term and Termination. This MACH1 SDK Royalty Free Agreement is effective

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(the “Effective Date”) upon the earliest of registering, downloading, installing or using the MACH1 SDK, and shall continue until terminated. The term of this MACH1 SDK Royalty Free Agreement commences on the Effective Date and has an initial term of one (1) year (the “Term”) from the Effective Date. The MACH1 SDK Royalty Free Agreement will automatically renew for additional one (1) year terms, unless terminated at least thirty (30) days prior to the end of any term. Upon termination, Sections 3, 5-9, 12-18, will survive, as will the provisions of this MACH1 SDK Royalty Free Agreement relating to the protection of the confidentiality of the trade secrets of the MACH1 SDK and the provisions relating to the protection of rights in the MACH1 SDK. Each Party reserves the right to cancel or terminate this MACH1 SDK Royalty Free Agreement for any reason or no reason at a Party’s convenience, upon thirty (30) days written notice, including, but not limited to, the following reasons: a) intellectual property infringement; and b) violation or infringement upon applicable law. Upon termination any copies of the MACH1 SDK will be returned to MACH1. If copies cannot be returned, any such copies and any backup copies will be deleted completely to the satisfaction of MACH1 and such deletion confirmed in writing by DEVELOPER.

11. Entire MACH1 SDK Royalty Free Agreement. This MACH1 SDK Royalty Free Agreement sets forth the entire understanding and agreement between the Parties relating to the subject matter of this MACH1 SDK Royalty Free Agreement and may be amended only in a writing signed by both Parties. No person is authorized by MACH1 to modify this MACH1 SDK Royalty Free Agreement or to make any warranty, representation or promise which is different than, or in addition to, the warranties, representations and promises of this MACH1 SDK Royalty Free Agreement.

12. Waiver. Failure of either Party at any time to enforce any of the provisions of this MACH1 SDK Royalty Free Agreement will not be construed as a waiver of such provisions or in any way affect the validity of this MACH1 SDK Royalty Free Agreement or parts thereof.

13. Governing Law; Choice of Venue. This MACH1 SDK Royalty Free Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any choice of laws principles. Any legal action, suit or proceeding arising out of or related to this MACH1 SDK Royalty Free Agreement or the transactions contemplated hereunder shall be instituted exclusively in a court of competent jurisdiction, federal or state, located within the Borough of Manhattan, City of New York, State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

14. Trade Secrets. DEVELOPER acknowledges that the MACH1 SDK contains valuable trade secrets of MACH1 and, should DEVELOPER access any such trade secrets in violation of this MACH1 SDK Royalty Free Agreement, DEVELOPER agrees to maintain the confidentiality of

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the trade secrets of the MACH1 SDK using at least the same degree of care DEVELOPER uses with its own confidential information.

15. Compliance with Laws; Export. Developer Applications including the MACH1 SDK may be subject to privacy, data collection, export control laws and regulations. DEVELOPER agrees to comply with all such laws and regulations and acknowledges that, in addition to all other restrictions in this MACH1 SDK Royalty Free Agreement, none of which are waived by this paragraph, DEVELOPER is responsible for obtaining any licenses necessary to distribute, export, re-export, or import the Developer Applications including the MACH1 SDK, and DEVELOPER is solely responsible for complying with all privacy and data collection laws related to the Developer Applications including the MACH1 SDK, all at DEVELOPER's sole expense. DEVELOPER shall indemnify and hold MACH1 harmless for any violations of this Section.

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18. Assignment. Without limiting any other restriction under this MACH1 SDK Royalty Free Agreement, DEVELOPER may not sell, convey, sub-license, delegate, assign, or otherwise transfer the MACH1 SDK, any component thereof, any right therein, or this MACH1 SDK Royalty Free Agreement, to any other person, either voluntarily or involuntarily, directly or indirectly, whether by operation of law or otherwise without the prior written consent of MACH1, which consent will not be unreasonably withheld. Any assignment or delegation by DEVELOPER in violation of this section shall be void. MACH1 may freely assign its rights and obligations under this MACH1 SDK Royalty Free Agreement without consent, including but not limited to, assignment (i) to an Affiliate (an "Affiliate" shall mean any other person or entity directly or indirectly Controlled by, Controlling or under common Control with, such person or entity), (ii) to an entity in which the transferring Party owns more than 50% of the assets, or (iii) as part of a transfer of all or substantially all of the assets of the transferring Party to any party.

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