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Effective Date: September 3, 2018

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10.6 Assignment. The Licensee may not assign or sub-license, without the prior written consent of Superpowered, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Superpowered may assign this agreement without the prior written consent of Licensee.

10.7 Attorneys Fees. In the event of dispute between the parties hereto regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees incurred in connection with the dispute in addition to any other relief to which it may be entitled.

10.8 Waiver. The waiver or failure of Superpowered to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

10.9 Relationship of Parties. The parties are not employees, agents, partners or joint venturers of each other. Neither party shall have the right to enter into any agreement on behalf of the other.

10.10 Headings and Titles. The headings and titles of this Agreement are for convenience only and are not intended to define, limit or construe the contents of the various sections.

Section 11: Defined Terms

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11.1 "API" means an application programming interface.

11.2 "Application" means either an Embedded/Pre-bundled/Pre-Installed/Platform Application/3rd Party SDK or a Software Application.

11.3 "Authorized Users" means: (a) any of Licensee's employees; or (b) any consultants, independent contractors and any other persons Licensee authorizes to use or to whom Licensee otherwise makes available the SUPERPOWERED AUDIO SDK, in each case to use on Licensee's behalf to develop Applications.

11.4 "Distributable Source Code" means certain application templates, code stubs, code snippets, example applications, sample code and code fragments in source code form either included as part of the SUPERPOWERED AUDIO SDK or otherwise provided to Licensee.

11.5 "Embedded Application" means any software application or system that may permanently reside in an industrial or consumer device or any other type of technical equipment (e.g., wearable/hardware companies and OEMs), developed (or repackaged) by Licensee and which incorporates the SUPERPOWERED AUDIO SDK. For the use of this license, Embedded Application also means "Pre-Bundled" or "Pre-Installed" or "Platform" or "within 3rd Party SDKs" software applications.

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11.6 "Reverse Engineer" includes, without limitation, any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of "dumping of RAM/ROM or persistent storage", "cable or wireless link sniffing", or "black box" reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

11.7 "Software Application" means a software application that consumers can install on their personal device (e.g., through an app store or via download), developed (or repackaged) by Licensee and which incorporates the SUPERPOWERED AUDIO SDK.

11.8 "SDK" means any programming package (including any APIs, programming tools or documentation) that enables the development of applications for any type of platform, framework or system.

11.9 "SUPERPOWERED AUDIO SDK" means all software (including programs, tools, sample code, templates, libraries, and interfaces), Updates, APIs, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium (including on-line tools), provided to Licensee at any time, either by way of downloading from Superpowered or otherwise provided to Licensee, for any development purposes (unless such materials are provided pursuant to a separate license agreement for such materials by Superpowered and/or its affiliates).

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"Updates" means bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the SUPERPOWERED AUDIO SDK.

This license can be found at superpowered.com/license
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