

MACH1 SPATIAL SDK
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Version 2.0

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Mach1 Spatial SDK

LICENSE SUMMARY

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CAN

- Distribute with integrated libraries for commercial use, until distribution threshold is reached
- Privately Use
- Statically link or dynamically link lib(s) to project for private or commercial use



CANNOT

- Modify Mach1 API libraries
- Hold Mach1 liable for any reason
- Rename Mach1 API libraries
- Sublicense
- Distribute more than 100,000 copies of integrated Developer Application without Mach1 Spatial SDK Royalty License



MUST

- Agree to all terms and conditions of Mach1 Spatial SDK Royalty Free License
- Contact Mach1 for Mach1 Spatial SDK Royalty License when Developer Application distribution reaches more than 100,000 distributions
- Include a copy of the Mach1 Spatial SDK Royalty Free License along side integrated Mach1 Spatial libs within Developer Applications with integrated Mach1 API libraries
- Credit Mach1 appropriately and adhere to the Mach1 Spatial SDK Royalty License outlined attribution steps
- Display Mach1 logo in UI relating to selecting any content that requires Mach1Decode API for proper playback
- Join our slack workspace at spatialaudio.slack.com

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1. **OBJECT OF AGREEMENT:** This Agreement governs MACH1 SPATIAL SDK and all related software and documentation and any update, upgrades or bug fixes which includes Mach1 Spatial API binary libraries ("MACH1 SPATIAL APIs") (collectively referred to as the "SDK").
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 - ii. use any automated means, including, without limitation, agents, robots, scripts or spiders, to access the MACH1 SPATIAL API's or to interfere or attempt to interfere with the proper working of the MACH1 SPATIAL API's;
 - iii. use the SDK for the benefit of a third party, other than end users of your Applications as expressly authorized by this Agreement;
 - iv. modify and/or rename the MACH1 SPATIAL APIs; or
 - v. otherwise engage in activity that interrupts the proper working of the SDK or is otherwise fraudulent or illegal.

Furthermore, you agree

- vi. **to join the Slack workspace** spatialaudio.slack.com **and to keep your contact information up to date;**
- vii. to include MACH1's attributions as further described in Section 7 ("ATTRIBUTION REQUIREMENTS AND TRADEMARK RIGHTS");
- viii. to distribute your Application with reference or inclusion of the MACH1 GENERAL EULA which is available for download at www.mach1.tech/license-eula;
- ix. to contact MACH1 via email at licensing@mach1.tech once you distribute or intend to Distribute (as defined in Section 9) more than 100,000 single licenses of your Application to obtain a paid license – which you agree is required for such a scenario – to the SDK (as further described in Section 9 below);
- x. to include a copy of this Agreement alongside integrated MACH1 spatial libraries within Applications that integrates the SDK libraries;
- xi. to contact MACH1 via email at licensing@mach1.tech if your Application includes software that integrates, applies, or utilizes in an open source environment to obtain a paid license – which you agree is required for such a scenario – to the SDK; and
- xii. to only to use the most Current Version of the SDK and to cease using older versions.

We reserve the right to discontinue, modify, cease support of, and alter the pricing structure of the SDK.

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 - i. Documentation/Website/Marketing of Application must include mention of Mach1 in the following ways:
 - Display a copy of the Mach1 logo
 - AND/OR** - Display "Spatial Audio Powered by Mach1™"
 - AND** - Backlink to www.mach1.tech
 - AND** - Display "Copyright 2017 – xxxx, Mach1, CORP. All rights reserved." (*where xxxx is replaced with current year*).
 - ii. Application must have mention of Mach1 when using the Mach1Decode API any content at least one of the following ways:
 - Display a copy of the Mach1 logo
 - AND/OR** - Display "Spatial Audio Powered by Mach1™"
 - iii. Application must have mention of Mach1 when using the Mach1Encode API with the following ways:
 - Display on an opening or "splash screen," a copy of the Mach1 Logo
 - AND** - Display "Spatial Audio Powered by Mach1™"
 - iv. Application must have mention of Mach1 when using the Mach1Transcode API with the following:
 - "Spatial Audio Software provided under license from Mach1™"
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9. **CUSTOMIZED FEATURES AND FEES / USE BEYOND ROYALTY FREE USES:**
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 - iv. **Audit Rights:** Should you fail to obtain a royalty-bearing, paid extended use license after distribution the SDK as part of an Application beyond the ROYALTY FREE USES or should MACH1 have a reasonable basis to believe that the end user Distribution exceeds or exceeded the 100,000 licenses, MACH1 shall have the right, upon reasonable notice, to audit/inspect any premises, computer(s), and networks on or in which the SDK is installed or used to monitor compliance with the terms of this Agreement, including but not limited to confirming the number of Distributions of the Application. If an audit reveals any unauthorized use, in addition to all other remedies available to Mach1, you shall be responsible to Mach1 for all reasonable expenses related to the audit.
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11. **TRADE SECRETS AND CONFIDENTIAL INFORMATION:** You acknowledges that the SDK contains valuable trade secrets of MACH1 and, should you access any such trade secrets in violation of this Agreement, you agree to maintain the confidentiality of the trade secrets of the SDK using at least the same degree of care that you use with your own confidential information.
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(b) Any feedback or suggestions provided to MACH1 by Licensee relating to the MACH1 SPATIAL SDK, shall be owned by MACH1 and Licensee hereby assigns to MACH1 all such feedback, written code and suggestions.

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Agreement.

17. **EXPORT CONTROLS:** You shall comply with all applicable export laws and restrictions and regulations and you shall not export, or allow the export or re-export of the SDK in violation of any such restrictions, laws, or regulations.
18. **GOVERNING LAW:** This Agreement shall be governed by New York law, excluding conflict of law provisions. The parties agree to and submit to the exclusive jurisdiction of courts located in New York City, New York. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
19. **PREVAILING PARTY:** Notwithstanding Section 13 (“LIABILITY LIMITATION”), in the event of any court action relating to enforcement of this Agreement, including injunctive relief, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys’ fees and costs, including expert witness fees, resulting therefrom.
20. **GENERAL PROVISIONS:** If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified by written agreement between the Parties. Updates to the SDK may be licensed to you by MACH1 with additional or different terms. MACH1 further reserves rights, in its discretion, not to license updates. This is the entire Agreement between MACH1 and you relating to the SDK and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the SDK. This Agreement is not assignable by you.