

**MACH1 SPATIAL SDK**  
**Royalty Free License**  
**Version 1.05**

**MACH1 SPATIAL SDK Royalty Free License**

## Mach 1 Spatial SDK

### LICENSE SUMMARY

The license for the Mach 1 SDK Libraries are controlled by the terms and conditions of the Mach 1 SDK Royalty Free License. This summary is provided for convenience.



#### 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 binary libraries
- Hold Mach1 liable for any reason
- Rename Mach1 binary 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 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 SDK Royalty Free License along side integrated Mach1 Spatial libs within Developer Applications with integrated Mach1 SDK 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 Mach1DecodeCAPI for proper playback

### **Definitions**

**“DEVELOPER”** or **“you”** or **“LICENSEE”** refers to the licensee and includes the company or organization they represent by downloading and/or utilizing the **“SOFTWARE”**.

**“SDK”** is an acronym for Software Development Kit, refers to a collection of source code documentation and binary files that are assembled as interfacing code and examples to the Mach1 Spatial framework. The **“BINARY”** or **“BINARIES”** refer to the pre-compiled Mach1 Spatial APIs (application programming interface) to provide modular integration of the Mach1 Spatial framework as needed.

**“SOFTWARE”** or **“MACH1 SPATIAL SOFTWARE”** refers to the contents of MACH1 SPATIAL SDK, the associated spatial audio library files and related APIs; including current version of the files, documentation and code 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.

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- 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 SPATIAL SDK;
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- g. Not to facilitate the use of the MACH1 SPATIAL SDK in any manner which would constitute a breach of the terms and conditions of this ROYALTY FREE AGREEMENT by DEVELOPER;
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- Display a copy of the Mach1 logo
- AND/OR** - Display "Spatial Audio Powered by Mach1™"
- AND** - Backlink to <https://mach1.tech>
- AND** - Display "Copyright 2017 – xxxx, Mach1, CORP. All rights reserved."  
(where xxxx is replaced with current year).

b. Application must have mention of Mach1 when using the Mach1DecodeAPI any content at least one of the following ways:

- Display a copy of the Mach1 logo
- AND/OR** - Display "Spatial Audio Powered by Mach1™"

c. Application must have mention of Mach1 when using the Mach1EncodeAPI with the following ways:

- Display on an opening or "splash screen," a copy of the Mach1 Logo
- AND** - Display "Spatial Audio Powered by Mach1™"

d. Application must have mention of Mach1 when using the Mach1TranscodeAPI with the following:

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**APPENDIX A**

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**10. Governing Law; Venue.**

You agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in New York County (Manhattan), New York and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that MACH1 may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

**11. Assignment.**

Neither the rights nor the obligations arising under this EULA are assignable by You, and any such attempted assignment shall be void and without effect.

**12. Severability.**

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**13. Waiver.**

All waivers by MACH1 will be effective only if in writing. Any waiver or failure by MACH1 to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**14. Equitable Relief**

You acknowledge that any breach of your obligations hereunder with respect to the Software or the confidential information of MACH1 will cause MACH1 irreparable injury for which it has no adequate remedy at law. You further agree that MACH1 will be entitled to seek and obtain equitable relief, including preliminary injunctions and temporary restraining orders, to prevent any unauthorized use of the Software and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this EULA or other applicable law.

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**15. General.**

- a. The Software is deemed irrevocably accepted upon your use of the Software. MACH1 will have no responsibility to provide maintenance or support services with respect to the Software.
- b. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA.
- c. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties.
- d. Questions or Additional Information. If you have questions regarding this EULA, please contact MACH1.