Mach1 Spatial SDK

ROYALTY LICENSE SUMMARY

The license for the Mach1 Spatial APIs are controlled by the terms and conditions of the Mach1 Spatial SDK Royalty License. This summary is provided for convenience.

CAN

- Distribute with integrated libraries for commercial use
- Privately Use
- Statically Link or Dynamically Link lib(s) to project for non-commercial or commercial use

CANNOT

- Modify Mach1 API libraries
- Hold Mach1 liable for any reason
- Rename Mach1 API libraries
- Distribute Mach1 Spatial APIs with the rules outlined in this Royalty License Agreement for any other application or distribution not assigned as the Developer Application

MUST

- Agree to all terms and conditions of this Mach1 Spatial SDK Royalty License
- Include a copy of the Mach1 Spatial 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 Mach1Decode API for proper playback
- Pay royalties and/or fees if specified as defined in this Royalty License Agreement or an applicable Exhibit

MACH1 SPATIAL SDK Royalty License Agreement

This MACH1 SPATIAL SDK Royalty License Agreement ("Agreement") is made as of ⬛⬛⬛⬛⬛⬛⬛ ("Effective Date") by and between MACH 1 CORP., a Delaware Corporation with offices located at 11 Vestry Street #1A, New York, NY 10013 ("MACH1"), (hereinafter "MACH1" or "we") and ⬛⬛⬛⬛⬛⬛⬛⬛ ("DEVELOPER" or "Licensee" or "you") (collectively referred to as the "parties"). For good and valuable consideration, the parties agree as follows:

1. **DEFINITIONS:**
    1.1. "Application" or "Developer Application" means your application which is specified under the applicable Exhibit that integrates and uses the MACH1 SPATIAL SDK.
    1.2. "DEVELOPER," "Licensee," and "you" shall each mean the contractual party of Mach1 as set forth above. This includes any entity that directly or indirectly is controlled by DEVELOPER as affiliates to the DEVELOPER. Entity shall be treated as being controlled by DEVELOPER if DEVELOPER has fifty percent (50%) or more of the votes in such entity, are subcontracting the entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.
    1.3. "Effective Date" of this Agreement shall mean the date set forth above.
    1.4. "MACH1 SPATIAL APIs" mean Mach1's Spatial API binary libraries.
    1.5. "Royalty Free License" is the MACH1 SPATIAL SDK Royalty Free License agreement which is available at https://github.com/Mach1Studios/m1-sdk/tree/master/license and/or https://www.mach1.tech/license.

1.6. "SDK" means the MACH1 SPATIAL SDK (as defined above) and all related software and documentations and any update, upgrades or bug fixes which include MACH1 SPATIAL APIs.

1.7. "Third-Party-Developer" (if applicable) means a third party that is specifically specified under the applicable Exhibit, which receives the SDK through you, subject to the terms of this Agreement including those described in the attached Exhibit (as defined below), whereas such Third Party Developer is subject to the Royalty Free License.

1.8. "Third-Party-Developer-Application" (if applicable) means Third-Party-Developer's application which is specified under the applicable Exhibit that integrates and uses the MACH1 SPATIAL SDK.

1.9. "Trademarks" means MACH1's logo/s and marks.

2. **OBJECT OF AGREEMENT:** This Agreement governs the 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"), subject to the terms of this Agreement including those described in the attached Exhibit A and in any other exhibit entered into by the parties which references this Agreement (individually and collectively, "Exhibit").

3. **GRANT OF LICENSE:** Subject to your full compliance with all of the terms and conditions of this Agreement, including payment of fees specified in Section 10, we grant you a non-exclusive, revocable, non-sublicensable (except as specifically provided herein), nontransferable license to use the SDK solely to: (i) download, install, and use the SDK for the sole purpose of developing, integrating and distributing end-user licenses for the application specified in the applicable Exhibit ("Application" or "Developer Application") to that implements the SDK; and (ii) permit sharing the SDK solely to permit your Application's or Third-Party-Developer-Application's (as specified in the applicable Exhibit, if applicable) end-users to connect with the SDK.

4. **LICENSE RESTRICTIONS AND OBLIGATIONS:** Except as expressly and unambiguously authorized under this Agreement, you must not
   4.1. copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify, create derivative works from, or alter any part of the Mach1 Spatial binary libraries ("MACH1 SPATIAL APIs");
   4.2. use any automated means, including, without limitation, agents, robots, scripts or spiders, to access the MACH1 SPATIAL APIs or to interfere or attempt to interfere with the proper working of the MACH1 SPATIAL API's;
   4.3. use the SDK for the benefit of a third party, other than end users of your Applications and/or Third-Party-Developer (if applicable), as expressly authorized by this Agreement;
   4.4. modify and/or rename the MACH1 SPATIAL APIs; or
   4.5. otherwise engage in activity that interrupts the proper working of the SDK or is otherwise fraudulent or illegal.

Furthermore, you agree

   4.6. to include MACH1's attributions as further described in Section 8 ("ATTRIBUTION REQUIREMENTS AND TRADEMARK RIGHTS");

4.7. to have your end users and/or your Third-Party-Developer's end users (if applicable) sufficiently agree to an End-User-License-Agreement ("EULA"), which shall include at minimum language that forbids your or your Third-Party-Developer's (if applicable) Application's end users to reverse engineer or decompile your Software (a template for a minimum standard can be found at [www.mach1.tech/license-eula)](www.mach1.tech/license-eula);

4.8. pay the applicable license fees as outlined in Section 10 below;

4.9. to include a copy of the Royalty Free License alongside integrated MACH1 spatial libraries within Applications that integrate the SDK libraries, which is available at https://www.mach1.tech/license; and

4.10. to contact MACH1 via email at licensing@mach1.tech if your Application includes software that integrates, applies, or utilizes in an open source environment.

4.11. to provide the Third-Party-Developer (if applicable) with a copy of Mach1's Royalty Free License and to ensure that such Third-Party-Developer sufficiently agrees to the Royalty Free License which governs the use of the SDK by such Third-Party-Developer.

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

5. **LICENSE TO MACH1:** Any feedback, suggestions or contributions provided to MACH1 by DEVELOPER and/or Third-Party-Developer (if applicable) relating to the SDK, shall be owned by MACH1 and DEVELOPER and/or Third-Party-Developer (if applicable) hereby assigns to MACH1 all such feedback, contributions, written code and suggestions.

6. **REPRESENTATIONS AND WARRANTIES:** You represent and warrant that you: (i) are fully authorized to enter into this agreement; (ii) shall use the SDK in compliance with all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws; (iii) shall not (and shall not permit any third party, including a permitted sublicensee to), directly or indirectly, take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of Content or any material on or through the SDK, that: (a) infringes any patent, trademark, trade secret, copyright, right of publicity/privacy or other right of any third party or induces infringement thereof; (b) breaches any third party contract or obligation; (c) is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane. Furthermore, if you provide the SDK to a Third-Party-Developer, you represent and warrant that you (iv) identify such Third-Party-Developer in an applicable Exhibit under this Agreement, and (v) execute an agreement with Third-Party-Developer that obligates the Third-Party-Developer to agree to Mach1's Royalty Free License.

7. **OWNERSHIP AND PROPRIETARY RIGHTS:** As between MACH1 and DEVELOPER (and any permitted sublicensees), the SDK and all intellectual property rights in and to the SDK, are and shall at all times remain the sole and exclusive property of MACH1 and are protected by applicable intellectual property laws and treaties. You shall not obscure, remove or otherwise alter our copyright or trademark notices or other proprietary rights' notices affixed to or within the SDK or elsewhere.

8. **ATTRIBUTION REQUIREMENTS AND TRADEMARK RIGHTS:** You and any Third-Party-Developer (if applicable) must reasonably display attribution on all embodiments and uses of the SDK, including,

but not limited to your web site and/or Application in a manner consistent with the following guidelines:

8.1. 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).*

8.2. 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™"

8.3. 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

OR - Display "Spatial Audio Powered by Mach1™"

8.4. Application must have mention of Mach1 when using the Mach1Transcode API with the following:

- Display "Spatial Audio Powered by Mach1™"

MACH1 grants DEVELOPER/its Affiliates a non-exclusive, worldwide, royalty-free, irrevocable right to use the Trademarks solely for the purposes specified above. The Trademarks may be modified in size and file format if technically required to incorporate them into the respective products. The use of the Trademarks for any other purposes shall be subject to prior written approval of MACH1. MACH1 shall retain all right, tile and interest in and to the Trademarks.

9. **SUPPORT AND UPGRADES:** Support is generally available at **spatialaudio.slack.com**. This Agreement does not entitle you to any additional support for the SDK, unless you enter into a separate agreement with us in writing signed by both parties. Support agreements are available via reach out to: licensing@mach1.tech. Any such support provided by us shall be subject to the terms and disclaimers of this Agreement.

10. **PAYMENT TERMS AND LICENSE FEES:** In consideration for the licenses granted by Mach1 hereunder, you shall pay to Mach1 the license fees as further specified in each applicable Exhibit. You shall make all payments due this Agreement by wire transfer to: Mach1, Corp City National Bank Account No. 665687260; City National Bank 1140 AVE OF AMERICAS NEW YORK, NY 10036 ABA: 026013958; SWIFT: CINAUS6L; Mach1, Corp 11 Vestry Street, #1A, New York, NY 10013. MACH1 reserves the right to impose, on any unpaid overdue amount not subject to good faith dispute, interest at a per annum rate equal to the then current one year LIBOR rate plus one half (0.5%) a on the date payment was due. Such interest shall accrue on the unpaid amount from the due date until the date on which payment is actually made.

11. **Open source**: You agree to disclose in the applicable Exhibit if your Application includes software that integrates, applies, or utilizes in an open source environment.

12. **Audit Rights**: Should MACH1 have a reasonable basis to believe that you have violated materials terms of this Agreement, for example, false royalty related calculations or usage of the SDK in a non-permitted application that is not specifically identified in an applicable Exhibit, then MACH1 shall have the right, upon reasonable notice, to audit/inspect any books, records, premises, computer(s), and networks on or in which the SDK is installed or used to monitor compliance with the terms of this Agreement. 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. If Licensee provides the SDK to a Third-Party-Developer, then Licensee agrees to execute terms with such Third-Party-Developer that provides Third-Party-Developer and Mach1 with audit rights of a comparable standard to the rights under this Section 12 towards such Third-Party-Developer.

13. **PRIVACY POLICY:** You shall have a privacy policy posted on your website in accordance with all applicable data and privacy laws and include relevant sections from our Privacy Policy, which can be found at www. mach1.tech/privacy-policy. You represent and warrant that you will comply with all applicable privacy laws.

14. **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.

15. **INTELLECTUAL PROPERTY:** This Agreement does not transfer or assign to You, any intellectual property right including any patent, design, industrial design, trademark, service mark, copyright or rights in any confidential information or trade secrets, in or related to the SDK or any part thereof. The SDK and all copies thereof remain the property of MACH1 and are only licensed under this Agreement. You acknowledge that there are no implied licenses granted under this Agreement, and all rights, save for those license rights expressly granted to Licensee hereunder, shall remain with MACH1. Licensee agrees that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief that MACH1 may have under any applicable laws relating to the protection of MACH1'S intellectual property or other rights.
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.

16. **WARRANTY DISCLAIMER:** THE SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SDK, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AVAILABILITY, PERFORMANCE, BANDWIDTH, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, WE DISCLAIM ANY WARRANTY THAT LICENSEE'S USE OF THE SDK WILL BE AVAILABLE, UNINTERRUPTED OR ERROR FREE.

17. **LIABILITY LIMITATION:** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL WE OR OUR CONTRACTORS, EMPLOYEES OR AFFILIATES BE LIABLE TO YOU OR TO ANY THIRD PARTY, INCLUDING ANY THIRD-PARTY-DEVELOPER, UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT

LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INFRINGEMENT, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SDK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY EXCEED TEN DOLLARS. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

18. **INDEMNITY:** You agree that we shall have no liability whatsoever for you or your end users of the SDK. You shall indemnify, defend and hold us harmless from any and all claims, damages, liabilities, costs, and fees (including reasonable attorneys' fees) arising from you or your end users' use of the SDK or for any breach of this Agreement, including any breach of the representations and warranties you made herein.

19. **TERM AND TERMINATION:** This Agreement shall commence as of the Effective Date and shall continue for the Term as further specified in each applicable Exhibit. For the avoidance of a doubt, once all previously executed Exhibits have either been terminated or expired, this entire Agreement shall be deemed terminated. Furthermore, either party may terminate this Agreement if the other party breaches any material provisions of this Agreement and fails to substantially cure such breach within thirty (30) days of written notice describing the breach or in the event of the insolvency of the other company or if a party ceases to do business. Any termination of this Agreement shall also terminate the license granted hereunder. Upon termination of this Agreement for any reason, you shall immediately destroy and remove from all computers, hard drives, networks, and other storage media all copies of the SDK, and shall so certify to us that such actions have occurred (including all cached ephemeral copies). Sections 6 ("REPRESENTATIONS AND WARRANTIES"), 7 ("OWNERSHIP AND PROPRIETARY RIGHTS"), 14 ("TRADE SECRETS AND CONFIDENTIAL INFORMATION"), 16 ("WARRANTY DISCLAIMER"), 17 ("LIABILITY LIMITATION"), 18 ("INDEMNITY"), 23 ("GENERAL PROVISIONS") shall survive termination of this Agreement.

20. **EXPORT CONTROLS:** We shall comply to the best of our knowledge with all applicable export laws and restrictions and regulations and the Licensee shall not export, or allow the export or re-export of the SDK in violation of any such restrictions, laws, or regulations.

21. **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.

22. **PREVAILING PARTY:** Notwithstanding Section 17 ("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.

23. **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 for the Application and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the SDK, including but not limited to the Mach 1 Royalty Free License ("Royalty Free License"). In the event of a conflict between this Agreement and the Royalty Free License, the terms of this Agreement shall govern. This Agreement is not assignable by you.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date.

MACH1:

Name: _____

Title: _____

Signature: _____

Date: _____

Licensee:

Name: _____

Title: _____

Signature: _____

Date: _____

MACH1 SPATIAL SDK
Royalty License
Version 1.1

<u>Exhibit A</u>

This Exhibit A ("**Exhibit**") is incorporated into the Agreement by and between MACH1 and Licensee, dated ███████████████ ("Effective Exhibit Date"). This Exhibit describes the terms that are customized towards the Developer Application (as defined in the Agreement). Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement. If any item in this Exhibit is inconsistent with the Agreement prior to such incorporation, the terms of this Exhibit will control.

1. **Licensee**	
2. **Developer Application** *(Name, description, permitted operating systems)*	
3. **Additional services** *(e.g., support)*	
4. **Applicable Fees**	
5. **Term**	
6. **Open Source:** *Does your Application include software that integrates, applies, or utilizes in an open source environment?*	
7. **Further notes**	

Agreed and accepted:

MACH1:   **Licensee:**

Name: _____   Name: _____

Title: _____   Title: _____

Signature: _____   Signature: _____

Date: _____   Date: _____