

MACH1 SPATIAL SDK
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Version 2.1

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- BY CLICKING ON THE “ACCEPT” BUTTON, OR BY DOWNLOADING, INSTALLING, OR USING THE MACH1 SPATIAL SDK, YOU AGREE TO THE TERMS OF THIS AGREEMENT, AND ALL INCORPORATED TERMS INCLUDING THE PRIVACY POLICY, AS APPLICABLE, WHICH WILL BIND YOU.
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Mach1 Spatial SDK

LICENSE SUMMARY

The license for the Mach1 Spatial APIs are controlled by the terms and conditions of the Mach1 Spatial 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 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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This License Agreement ("Agreement") is entered 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 you ("DEVELOPER" or "Licensee" or "you") and becomes effective once you download, install, or use the MACH1 SPATIAL SDK.

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").
2. **GRANT OF LICENSE:** Subject to your full compliance with all of the terms and conditions of this Agreement, we grant you a non-exclusive, revocable, non-sublicensable (except as specifically provided herein), nontransferable license to use the SDK (limited solely to the "ROYALTY FREE USES") solely to: (i) download, install, and use the SDK for the sole purpose of your development, integration and distribution of up to 100,000 end-user licenses of your application, downloads or otherwise distributed copies including server-side usage which may include but is not limited to embedded/pre-bundled/pre-installed/platform or software application (collectively "Application") to connect with the SDK; (iii) permit sublicensing of the SDK solely to permit the end-users of your Application to connect with the SDK. NOTE THAT ANY USE OF THE SDK WITHIN AN APPLICATION THAT HAS 100,000 OR MORE ACTIVATED LICENSES IS SUBJECT TO SECTION 9 OF THIS AGREEMENT.

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If you have any questions regarding this license and allowed uses of the contents of the SDK, please reach out to us via email at licensing@mach1.tech.

3. **LICENSE RESTRICTIONS AND OBLIGATIONS:** Except as expressly and unambiguously authorized under this Agreement, you must not
- i. 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 ("MACH1SPATIAL API's");
 - 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; and
- 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.

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

4. **LICENSE TO MACH1:** Any feedback, suggestions or contributions provided to MACH1 by DEVELOPER relating to the SDK, shall be owned by MACH1 and DEVELOPER hereby assigns to MACH1 all such feedback, contributions, written code and suggestions.
5. **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,

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6. **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.
7. **ATTRIBUTION REQUIREMENTS AND TRADEMARK RIGHTS:** You 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:
- 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:
 - Display "Spatial Audio Powered by Mach1™ "

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- i. We may opt to make available certain customized features of the SDK in exchange for the payment of certain fees, in which case, DEVELOPER and MACH1 may enter into another agreement, which shall supersede this Agreement, as agreed to by the parties.
- ii. **Licenses beyond 100,000 Distributions:** You agree to contact MACH1 at licensing@mach1.tech to obtain a paid license in one of the scenarios described under Section 3 (ix) and (xi). If you fail to do so and continue to distribute an Application utilizing MACH1 SPATIAL APIs beyond the royalty free uses described under this Agreement, you shall immediately contact MACH1 and pay to MACH1 a royalty per each Distribution (as defined below) in an amount as solely determined by MACH1. A Distribution refers to either an embedded, pre-bundled, pre-installed platform application or software application that is downloaded, delivered, or served to a user or device by any means of distribution including directly from you or through any platform, including cloud based platforms. For the purpose of determining the number of installs or distributions of any Application, the aggregate number of installs across target operating systems, devices or platforms shall be used. For example; if "AudioX App" has 50,000 app installs on iOS and 100,000 app installs on Android, then AudioX App shall have 150,000 app installs for purposes of this Agreement. For avoidance of doubt, any subscription or rental shall be considered a Distribution. No rights are granted beyond the ROYALTY FREE USES, and any Distribution of the DEVELOPER APPLICATION incorporating the MACH1 SPATIAL SDK beyond the ROYALTY FREE USES shall be royalty bearing and require separate licensing from MACH1.
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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.

10. **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.

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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15. **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.
16. **TERM AND TERMINATION:** This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if you violate any provision of this Agreement. We reserve the right to cancel, amend, or modify the SDK at anytime. Any termination of this Agreement shall also terminate the license granted hereunder. Upon termination of this Agreement for any reason, you

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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.