



THE SUPERPOWERED AUDIO SDK LICENSE AGREEMENT

Effective Date: September 6, 2016

Superpowered Inc develops the following audio software:

1. Superpowered Audio SDK
2. Superpowered HLS (HTTP Live Streaming) for Android and iOS
3. Superpowered USB Audio and USB MIDI SDK for Android
4. Superpowered Media Server for Android

NOTE 1: Only the Superpowered Audio SDK is available for free use (when credit is given per license below). The following audio technologies are not part of the Superpowered Audio SDK and must be licensed for a fee:

- Superpowered USB Audio and USB MIDI SDK for Android
- Superpowered HLS (HTTP Live Streaming) for Android and iOS
- Superpowered Media Server for Android

NOTE 2: Superpowered HLS is integrated into the Superpowered Audio SDK SuperpoweredAdvancedAudioPlayer class for easy evaluation and deployment. However, outside of evaluation, Superpowered HLS must be licensed for a fee.

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NOTE 3: Superpowered USB Audio and USB MIDI SDK for Android is included as a download for evaluation but consists of separate classes, and also must be licensed for a fee.

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by or on behalf the other party with respect to such Claims without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9: TERM AND TERMINATION

9.1 Term. This Agreement shall be effective upon Licensee's agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and shall end upon termination of this Agreement in accordance with the provisions set out herein, or in the case of an Embedded Application, upon the end of the agreed-to license term for such Embedded Application, as applicable. Licensee must destroy all copies and component parts of the SUPERPOWERED AUDIO SDK licensed under this Agreement within one (1) week of the termination of this Agreement, and Licensee may be required to provide proof of such destruction to Superpowered. Upon the termination of this Agreement the license shall immediately terminate and Licensee shall promptly stop all use of the SUPERPOWERED AUDIO SDK.

9.2 Termination. Licensee may terminate this Agreement at will for any reason whatsoever. If Licensee or any Authorized User breaches any provision of this Agreement, Superpowered may terminate this Agreement and the license granted hereunder. Licensee will be deemed to be in breach of this Agreement if: (a) Licensee fails to comply with or perform a term or condition herein; or (b) Licensee or any Authorized User interferes with Superpowered's customer service or business operations; or (c) Licensee materially breaches any other agreement that Licensee may have with

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Superpowered. Superpowered may also terminate this Agreement if Superpowered is prevented from providing any portion or all of the SUPERPOWERED AUDIO SDK by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body. Nothing herein shall be construed to require Superpowered to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. Unless otherwise expressly agreed by Superpowered in writing, if this Agreement is terminated by Superpowered for breach, Licensee hereby agrees to immediately cease distribution of any Application developed using the SDK. Further, Licensee agrees to immediately cease distribution of any Application that breaches this Agreement or any software application that was developed or distributed in breach of this Agreement upon delivery of notice from Superpowered requiring same. Superpowered shall not have any liability to Licensee or Licensee's Authorized Users arising from or related to the termination of this Agreement or the license for any reason. No remedy herein conferred upon Superpowered is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 9.2 for cause, Licensee shall pay to Superpowered all attorney fees, collection fees, and related expenses, expended or incurred by Superpowered in the enforcement of any right or privilege hereunder.

9.3 Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Section 4 (to the extent any amounts are owed to Superpowered), 5, 6, 7, 8, 9, and 10 hereof shall survive any termination of this Agreement.

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Section 10: Miscellaneous

10.1 Amendment/Modification. This Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement can be modified or amended upon the mutual written consent of both the parties.

10.2 Non-Circumvention. The parties of this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain fees, remunerations, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties.

10.3 Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of Texas. The parties agree that any litigation arising out of or related to this Agreement must be brought in a Texas court located in Travis County, Texas, as the exclusive and mandatory venue and jurisdiction for any litigation arising out of or related to this Agreement.

10.4 Class Action Waiver. Licensee agrees not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the SUPERPOWERED AUDIO SDK or this Agreement.

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10.5 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

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.

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