



ANTARES SOFTWARE LICENSE AGREEMENT

ANTARES AUDIO STRATEGIES, LLC (“Antares,” “we,” “us” or “our”) licenses our vocal-processing software (as described at www.antarestech.com) subject to the terms and conditions of this agreement (this “**Agreement**”).

1. **Acceptance.** By purchasing a license to use the Software or by otherwise downloading, installing or using the Software, you accept the terms of this Agreement. You should read this Agreement, which includes our Privacy Policy, carefully for the terms and conditions that govern your use of the Software. Any information you provide to us about yourself when creating an Account (as defined below) or in connection with your purchase of a license hereunder, and any data or information we collect as a result of your use of the Software, will be treated in accordance with our Privacy Policy. You hereby grant Antares a right to use such data and information for our internal business purposes. If you are an individual, you represent and warrant to us that you are at least 18 years of age or the age of majority in your province, territory or country. If you are under the age of 18 or the applicable age of majority, you may download, install and use the Software only with the consent of your parent or legal guardian. If you are an entity, the individual downloading, installing and using the Software on your behalf represents and warrants to us that he or she is fully and duly authorized to agree to be bound by this Agreement on your behalf. We may change this Agreement at any time, with or without notice to you, by posting a revised version on our website. Your continued use of the Software indicates your acceptance of any new terms. If you do not wish to continue using the Software under the new version of this Agreement, you may terminate this Agreement as provided below.

2. **Licenses; Account.** We offer the following types of licenses for our vocal-processing software: demo licenses (“**Demo Licenses**”), perpetual licenses (“**Perpetual Licenses**”), and subscription licenses (“**Subscriptions**”). You may purchase a Perpetual License or a Subscription by visiting our website at www.antarestech.com (our “**Website**”) and paying the applicable subscription or license fees as set forth in Section 4. Demo Licenses are offered by Antares free of charge on our Website for the demonstration or evaluation period specified by Antares at the time of download (the “**Demo Period**”); however, Antares may limit the availability or duration of a Demo License at any time in its sole discretion. Prior to downloading, installing or using the Software pursuant to one of the foregoing licenses, you must create an account by visiting our Website or by following the instructions at the time of purchase (your “**Account**”). You are responsible for maintaining the confidentiality and security of your Account.

3. **Subscriptions.**
 - a. **Subscription Term.** If purchasing a Subscription, you must select either a one-month subscription term (with a two-month minimum) or a one-year subscription term (such one-month or one-year subscription term, the “**Subscription Term**”). We reserve the right to modify, terminate or otherwise amend our offered Subscription plans and promotional offerings at any time in accordance with this Agreement.

 - b. **Discount Period.** From time to time, we may offer Subscriptions for a specified period without payment or at a reduced rate (a “**Discount Period**”). Antares may determine your eligibility for a

Discount Period, and may withdraw or modify a Discount Period at any time without prior notice and with no liability. In the event you are eligible for a Discount Period, we may require you to provide your payment details prior to the start of such Discount Period. By providing such details, you agree that we may automatically begin charging you for the applicable Subscription on the first day following the end of the Discount Period, in accordance with Section 4 below.

- c. Renewal; Cancellation. Each Subscription will automatically renew at the end of the applicable Subscription Term, unless you cancel such Subscription via your Account before the end of the then-current Subscription Term or this Agreement is otherwise terminated as provided in Section 8.b. If you cancel a Subscription, such cancellation will take effect the day after the last day of the then-current Subscription Term.

4. Billing

- a. Fees.

- i. Subscriptions. To purchase a Subscription, you must pay in advance the applicable subscription fees (as set forth on our Website) for the initial Subscription Term (the "**Subscription Fees**"). Antares may change the Subscription Fees for the Subscriptions from time to time and will communicate any price changes to you in advance (via our Website or otherwise) and, if applicable, how to accept those changes. Changes to the Subscription Fees will take effect at the start of the next Subscription Term following the date of the change. You accept the new Subscription Fees by continuing to use the Software after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by canceling your Subscription prior to the price change going into effect.
- ii. Perpetual Licenses. To purchase a Perpetual License, you must pay in advance the applicable license fees as set forth on our Website (the "**License Fees**").
- iii. Taxes. Our Subscription Fees and License Fees do not include taxes and similar assessments. We will pass along to you the cost of all sales and excise (and other similar) taxes, duties and charges of any kind imposed by a governmental authority on amounts payable under this Agreement, other than taxes imposed on our income.

- b. Payment. When you purchase a Subscription or a Perpetual License, you must select an electronic payment method (e.g., credit card, debit card, PayPal) (the "**Payment Method**"). The Payment Methods available to you may vary based on your country of residence. You must ensure that your Payment Method is, and remains, valid. By purchasing a Subscription, you authorize Antares (or its third-party payment processor) to charge, on the first day of each applicable Subscription Term, the Subscription Fees and any applicable taxes using your Payment Method. If for any reason we cannot charge the Subscription Fees using your Payment Method, we will immediately disable your access to and use of the Software (without refund or liability to you) until a valid Payment Method is uploaded by you and we are able to charge the applicable Subscription Fees. By purchasing a Perpetual License, you authorize Antares (or its third-party payment processor) to charge the applicable License Fees and any applicable taxes using your Payment Method. All Subscription Fees and License Fees once paid are non-refundable. .

5. License Grant: Restrictions.

- a. License Grant. Subject to your payment of the applicable Subscription Fees or License Fees (except in the case of a Demo License or during a Discount Period), and so long as you otherwise comply with this Agreement, we hereby grant you, during the applicable License Term, a non-exclusive, non-sublicensable and non-transferable license to download, install, access and use, in executable object code form, the Software, solely for your personal, internal use and/or internal business purposes (the “**Permitted Uses**”), on up to two Devices; provided that only one instance of the Software may be active at any one time.

- b. Limitations and Restrictions. You must not, and you must not permit any other Person to, download, install, access or use the Software except as we have specifically allowed in this Agreement. For purposes of clarity and without limiting the generality of the foregoing, you must not, and you must not permit any other Person to, do any of the following:
 - i. copy, modify or create derivative works or improvements of the Software;
 - ii. make the Software available (e.g., sublicense, distribute or transfer) to any other Person, including through any time-sharing, service-bureau, software-as-a-service or virtual recording studio arrangement;
 - iii. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software;
 - iv. bypass or breach any security device or protection used for or contained in the Software;
 - v. input, upload, transmit or otherwise provide to or through the Software any information or materials that are unlawful or injurious, or that contain, transmit or activate any Harmful Code;
 - vi. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software, or our ability to provide software or services to any third party;
 - vii. use the Software in any way that infringes, misappropriates or otherwise violates any Intellectual Property Right, privacy right or other right of any third party, or that violates any applicable law, rule or regulation;
 - viii. use the Software for the development or provision of a competing software service or product or for any other purpose that is to Antares’s detriment or commercial disadvantage; or
 - ix. use the Software other than for the Permitted Uses or in any manner or for any purpose not expressly permitted by this Agreement.

- c. Control and Responsibility. You have and will retain sole responsibility for (i) all information, instructions, and materials provided by you to us in connection with your or any other Person’s use of the Software and (ii) all access to and use of the Software, directly or indirectly, by you or any other Person, with or without your knowledge or consent.

- d. Security Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. You acknowledge and agree that we may use these

and other lawful measures to verify your compliance with the terms of this Agreement and to enforce Antares's rights, including all Intellectual Property Rights, in and to the Software. We may, directly or indirectly, deny or disable your or any other Person's access to or use of all or any part of the Software, without any liability to you or others, if (i) we are required to do so by law or court order, (ii) you have downloaded, installed, accessed or used the Software beyond the scope of the rights granted to you under this Agreement, (iii) you are, or have been, involved in any fraudulent, misleading or unlawful activities relating to or in connection with your downloading, installation, access or use of the Software, (iv) you have failed to comply with any of the limitations and restrictions described in Section 5.b, or (v) you have otherwise failed to comply with this Agreement (as determined in our sole discretion). Our remedies in this Section are in addition to, and not in lieu of, our termination rights in Section 8.

6. Intellectual Property Rights. We own all right, title and interest in and to the Software, including all related Intellectual Property Rights. To the extent we develop corrections, enhancements, improvements, derivative works or software relating to the Software based upon ideas or suggestions submitted by you to us, you hereby irrevocably assign to us your rights to such ideas or suggestions, together with all Intellectual Property Rights in or relating thereto. We are not granting you any right, license or authorization with respect to the Software, except as we have specifically provided in Section 5.a above (and subject to the limitations and restrictions in Section 5.b above). We reserve all other rights in and to the Software.

7. Confidentiality. You must hold in strict confidence any proprietary or confidential information (collectively, "**Confidential Information**") of Antares and must not disclose Antares's Confidential Information to any third party or use Antares's Confidential Information for any purpose other than to carry out your obligations or to exercise your rights under this Agreement. To be clear, the Software and all information related to the Software constitutes Confidential Information. These restrictions will not restrict the use or disclosure of information disclosed by us that (i) is or becomes publicly known other than as a result of any act or omission by you, (ii) is lawfully received by you from a third party not in a confidential relationship with Antares, (iii) was already rightfully known by you prior to your receipt thereof from Antares, or (iv) after written notice to Antares and an opportunity to object, is required by applicable law to be disclosed.

8. Term and Termination.
 - a. Term. This Agreement will continue to apply to you until terminated by either you or Antares (the "**Term**").

 - b. Termination.
 - i. Demo Licenses. If you are using the Software pursuant to a Demo License, this Agreement will automatically terminate at the end of the applicable Demo Period, unless earlier terminated by Antares in its sole discretion.
 - ii. Subscriptions. If you are using the Software pursuant to a Subscription, (1) you may terminate this Agreement by canceling your Subscription via your Account; provided, however, that (A) you may not cancel your Subscription during the first month of any Subscription, and (B) in the event you cancel your Subscription, this Agreement will not terminate until the end of the then-current Subscription Term, and (2) Antares may

terminate this Agreement at any time in the event of a breach of this Agreement by you or for any reason at the end of the then-current Subscription Term.

- iii. Perpetual Licenses. If you are using the Software pursuant to a Perpetual License, (1) you may terminate this Agreement by discontinuing your use of the Software and uninstalling and deleting the Software from your Devices, and (2) Antares may terminate this Agreement at any time in the event of a breach of this Agreement by you.

- c. Effect of Termination. Upon the termination of this Agreement, then: (i) all rights, licenses and authorizations granted by one party to the other will immediately terminate (except for Antares's right to use your data and information as provided in Section 1); (ii) we may disable your access to and use of the Software; (iii) you must uninstall and delete the Software from your Devices; (iv) you must cease all use of our Confidential Information and promptly destroy or, at our request, return all of our Confidential Information; (v) Antares will have no liability or responsibility to you; and (vi) Antares will not refund any amounts that you have already paid.

- d. Surviving Terms. Sections 1 (Acceptance), 5.b (Limitations and Restrictions), 5.c (Control and Responsibility), 6 (Intellectual Property Rights), 7 (Confidentiality), 8.c (Effect of Termination), 9.a (Your Assurances), 9.b (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitations of Liability), 12 (Miscellaneous), 13 (Other Definitions) and this Section will survive any termination of this Agreement.

9. Assurances; Disclaimers.

- a. Your Assurances. You represent, warrant and covenant to us that (i) you have the full right, power and authority to enter into and to perform your obligations under this Agreement and to grant the rights, licenses and authorizations you grant and/or are required to grant under this Agreement; and (ii) you will comply with all applicable international and U.S. federal and state laws, rules and regulations in your use of the Software and in the performance of your obligations hereunder.

- b. Disclaimer of Warranties. ANTARES HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ANTARES MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE OF THE SOFTWARE, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE OR SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

10. Indemnification. You agree to indemnify, defend and hold harmless Antares and its affiliates, officers, directors, employees, agents, subcontractors, successors and assigns from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to

indemnification hereunder (collectively, "**Losses**"), to the extent such Losses arise out of or relate to (i) any breach of this Agreement by you or any other Person accessing or using the Software, or (ii) any negligent or willful act by you.

11. Limitations of Liability. IN NO EVENT SHALL ANTARES OR ITS affiliates, officers, directors, employees, agents, subcontractors, successors and assigns BE LIABLE TO YOU FOR DIRECT DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF SUBSCRIPTION FEES AND LICENSE FEES PAID BY YOU TO ANTARES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL ANTARES OR ITS affiliates, officers, directors, employees, agents, subcontractors, successors and assigns HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS OR FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

12. Miscellaneous.

- a. Entire Agreement. This Agreement, including our Privacy Policy, constitutes the entire agreement between you and Antares, and supersedes all prior negotiations, understandings or agreements (oral or written) between the parties regarding the subject matter of this Agreement (and all past dealings and industry custom).
- b. Amendment, Severability and Waiver. No change to, or consent or waiver under, this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Any delay or failure by either party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- c. Governing Law and Venue. This Agreement will be deemed to have been made in, and will be governed by and construed in accordance with the laws of, the State of Delaware, without regard to its conflicts of law principles. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in San Francisco, California, and both parties consent to the exclusive jurisdiction of such courts with respect to any such action.
- d. Notices. All notices under this Agreement will be in writing and may be delivered by electronic mail (only with respect to notices we send to you), certified or registered mail (return receipt requested), overnight courier, or personal delivery. All notices provided by us to you will be sent to the email address listed on your Account as of the date of the applicable notice. All notices provided by you

to Antares shall be sent to the following address (or to such other address(es) as we may specify in writing from time to time):

Antares Audio Strategies, LLC
2843 Mission Street
Santa Cruz, California 95060
Attention: Steve Berkley

- e. Assignment. You may not assign, delegate or otherwise transfer your rights or obligations under this Agreement without our prior written consent. We may assign, delegate or otherwise transfer our rights or obligations under this Agreement without restriction, including to our affiliates or to an entity that acquires all or substantially all of our business or assets to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. This Agreement will be binding upon, and will inure to the benefit of, the successors and permitted assigns of the parties.

- f. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- g. Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

- h. Force Majeure. Neither party will be liable for any delays or non-performance of its/his/her obligations (excluding the obligation to pay Subscription Fees or License Fees due hereunder) arising out of causes not within such party's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire, except to the extent that the delay or non-performance was not reasonably safeguarded against (in accordance with industry standards).

- i. Equitable Remedies. You acknowledge and agree that a breach or threatened breach by you of Section 5.b (Limitations and Restrictions), Section 6 (Intellectual Property Rights) or Section 7 (Confidentiality) of this Agreement would cause Antares irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Antares will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13. **Other Definitions.** The terms “**you**” and “**your**” as used throughout this Agreement refer to the party (other than us) entering into this Agreement. In addition, capitalized terms that are used in this Agreement but not otherwise defined herein have the meanings described below:

“**Devices**” means computers, tablets, mobile phones, portable media players, wearable devices, and smart speakers.

“**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) Device, software, firmware, hardware, system or network or (ii) application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**License Term**” means (i) in the case of a Demo License, the applicable Demo Period, (ii) in the case of a Subscription, the applicable Subscription Term, and (iii) in the case of a Perpetual License, the Term.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Privacy Policy**” means the Antares Privacy Policy, a current version of which may be found at www.antarestech.com/privacy-policy/.

“**Software**” means the Antares vocal-processing software that we make available to you pursuant to a Subscription, Perpetual License or Demo License, including all new versions, updates, improvements and modifications of such software that Antares makes generally available to all of our customers at no additional charge.