DSP CONCEPTS, Inc.
EVALUATION LICENSE AGREEMENT FOR AUDIO WEAVER SOLUTION
v1.0 - October 1, 2019

IMPORTANT NOTICE: THIS IS A LEGAL DOCUMENT BETWEEN YOU (EITHER AS AN INDIVIDUAL OR ENTITY, HEREINAFTER "LICENSEE" or "YOU") AND DSP CONCEPTS, INC. ("DSPC"). DSPC IS WILLING TO LICENSE THE ACCOMPANYING DSPC EVALUATION SOFTWARE, ALGORITHMS, SPEAKER AND DEVELOPMENT BOARD (TOGETHER, "SOLUTION") TO YOU ONLY (A) FOR YOUR INTERNAL EVALUATION PURPOSES (B) IN CONNECTION WITH YOUR EVALUATION OF THE EVALUATION HARDWARE PRODUCT WITH WHICH IT IS DELIVERED   AND (C) UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS EVALUATION LICENSE AGREEMENT FOR AUDIO WEAVER SOLUTION ("AGREEMENT"). READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SOLUTION BECAUSE THEY DEFINE YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOLUTION, UNLESS YOU AND DSPC HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOLUTION. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN DSPC IS UNWILLING TO LICENSE THE SOLUTION TO YOU AND YOU MAY NOT DOWNLOAD THE SOLUTION. BY CLICKING ON THE "I AGREE" BUTTON BELOW, OR INSTALLING OR USING SOLUTION ON YOUR COMPUTER, YOU ARE INDICATING YOUR UNDERSTANDING AND ACCEPTANCE OF, AND AGREEMENT WITH, THE FOLLOWING TERMS AND CONDITIONS.   AN INDIVIDUAL WHO DOES NOT HAVE THE AUTHORITY TO BIND THE ENTITY USING THE SOLUTION SHALL NOT USE THE SOLUTION WITHOUT OBTAINING APPROVAL OF THIS AGREEMENT FROM A PERSON HAVING SUCH AUTHORITY.

1. DEFINITIONS.

"ALGORITHMS" shall mean the algorithms: (a) owned by DSPC as follows: Beam Forming, Direction of Arrival, Acoustic Echo Cancelling, Noise Reduction, Reverberation Handling, Interference Noise Cancelling and Attention Processing and (b) owned by Sensory, Inc. as follows: Sensory THF "Alexa" Trigger.

"**CONFIDENTIAL INFORMATION**" shall mean (a) all non-binary portions of the SOLUTION; (b) the technology, ideas, know how, documentation, processes, algorithms (including Algorithms) and trade secrets embodied in the SOLUTION; (c) the terms and conditions of this Agreement and (d) any other business or technical information of a party, whether disclosed orally or electronically or in written form, that: (i) is identified as "confidential," "proprietary" or by similar language at the time of such disclosure and if, disclosed orally, confirmed in writing as confidential within thirty (30) days of disclosure or (ii) a reasonable person knows or should understand to be confidential or proprietary from the nature of the information or the circumstances of the disclosure.

"**DEMO SYSTEM**" shall mean SOFTWARE, DEVELOPMENT BOARD, Optional DSPC supplied Speaker, SOFTWARE and DOCUMENTATION.

"DOCUMENTATION" shall mean all documents relating to the SOLUTION supplied by DSPC including, but not limited to, user guides, API documentation, module documentation, and tutorials on how to use the SOLUTION.

 "EXAMPLES" shall mean the block diagrams showing implementations of audio functions in the SOFTWARE.

"**EVALUATION HARDWARE PRODUCT**" shall mean the hardware product with which the SOLUTION is delivered for you to evaluate the operation of the SOLUTION on such hardware product.

"OPEN SOURCE SOFTWARE" means any software that requires as a condition of use, modification or distribution of the software that that software or other software incorporated into, derived from or distributed with that software: (a) be disclosed or distributed in Source Code; (b) be licensed by the user to third parties for the purpose of making or distributing derivative works; or (c) be redistributable at no charge.

"SOFTWARE" shall mean the Audio Weaver audio signal processing development environment which is included in the SOLUTION. A part of the SOFTWARE executes on the PC and a part executes on an embedded audio processor.

"**SOLUTION**" shall mean the ALGORITHMS, SOFTWARE, EXAMPLES and DOCUMENTATION.

"**SOURCE CODE**" shall mean the version of a software program in human-readable form that can be compiled into Binary Code.

2. OWNERSHIP, COPYRIGHT NOTICE AND MARKS.

2.1 **SOLUTION.** LICENSEE acknowledges and agrees that (a) DSPC (and where applicable, its licensors) owns all right, title and interest in and to the SOLUTION, and all parts thereof, including all intellectual property rights therein and thereto, (b) the SOLUTION (including all intellectual property rights therein and thereto) is licensed, not sold, assigned or otherwise transferred, (c) the SOLUTION, and all parts thereof, including but not limited to the Source Code portions thereof and the specific design and structure of individual modules or programs, constitute or contain trade secrets of DSPC and its licensors and that (d) all parts of SOLUTION, including SOFTWARE, ALGORITHMS, DOCUMENTATION, DEVELOPMENT BOARD, SPEAKER and EXAMPLES, are copyrighted material owned or distributed under authority by DSPC and are protected by United States copyright law and international treaties.

2.2 **Proprietary Marks and Legends.** LICENSEE shall not, and shall not permit any other third party to, alter, remove, deface, overprint or otherwise obscure any of DSPC's (or its licensor's) intellectual property information, notices, labels or legends (pertaining to copyright, trade secrets, patents, trademarks, logos or other intellectual property rights) that are affixed to or otherwise present in the SOLUTION ("Marks"). LICENSEE shall, and shall require LICENSEE'S employees to, reproduce the Marks on and in all copies of the SOLUTION and DSPC Confidential Information (and parts thereof) in the same form and manner that such Marks are included on and in the SOLUTION and DSPC Confidential Information when received by LICENSEE.

3. EVALUATION ONLY LICENSE GRANT. Subject to LICENSEE's compliance with the terms and conditions of this Agreement, DSPC hereby grants to LICENSEE during the term of this Agreement, a limited, personal, non-commercial, non-exclusive, non-transferable, non-sublicenseable, fully paid up, royalty free, revocable license to install and use the SOLUTION solely: (a) on a single computer, tablet or mobile device controlled by LICENSEE for use by a single concurrent user solely for the purposes of LICENSEE's internal evaluation and not for any other purpose, including production use of any type and (b) for use on or with the EVALUATION HARDWARE PRODUCT.

     3.1 Third Party Licenses. The license to the SOLUTION herein includes a license to the Sensory TrulyHandsFree Alexa Trigger Word technology owned by third party, Sensory, Inc., only (a) as incorporated into the SOLUTION (b) for the purposes of LICENSEE's internal evaluation and not for any other purpose, including production use of any type (c) for use with the EVALUATION HARDWARE PRODUCT and (d) on the terms and conditions set forth herein. If YOU wish to use the SOLUTION for YOUR production of products, YOU will need to obtain both: (a) a production license directly from DSPC for the SOLUTION and (b) a production license directly from Sensory, Inc. for the Sensory TrulyHandsFree Alexa Trigger Word technology. YOU acknowledge and agree that, other than the Sensory TrulyHandsFree Alexa Trigger Word technology, DSPC does not grant any licenses to any software or technology belonging to third parties, including but not limited to, intellectual property rights in and to combinations of the SOLUTION with other software, hardware or components. DSPC is not authorized to grant and does not grant a license to any third party intellectual property rights (except the Sensory TrulyHandsFree Alexa Trigger Word technology as limited herein), this Agreement does not convey a license under any third parties' intellectual property rights and LICENSEE shall be solely responsible, at its own cost and expense, for obtaining any and all licenses required to use any third party intellectual property rights and for any intellectual property rights infringement claims that are based on such use.

4. CONFIDENTIAL INFORMATION; LICENSE RESTRICTIONS. The SOLUTION is the Confidential Information of DSPC and LICENSEE may not use DSPC Confidential Information except as necessary to perform this Agreement. LICENSEE shall not disclose the DSPC Confidential Information, or any part thereof, to anyone other than its employees, nor permit any person other than LICENSEE's employees, who need to perform this Agreement, to view, access, possess or use the DSPC Confidential Information, and LICENSEE shall cause all such employees, by written agreements with such employees, to abide by all terms and conditions imposed upon LICENSEE herein.   Except as expressly permitted in this Agreement, LICENSEE shall not, and shall not permit LICENSEE's employees or any other third party to: (a) modify, alter, adapt, port, translate, merge or create derivative works of any part of the SOLUTION; (b) access or use all or any part of the SOLUTION in order to create a similar or competitive product or service; (c) disassemble, decompile, translate, decipher, decrypt, trace the execution of, reverse engineer the SOLUTION or otherwise attempt to gain access to its method of operation or Source Code; (d) sell, license, sublicense, publish, display, distribute, redistribute, disseminate, assign, rent, lease, gift, host, commercial exploit, make available, offer as a service, post, transmit, or otherwise transfer the SOLUTION, any copy or portion thereof, or any intellectual property rights therein to any third party, without DSPC's prior written consent; (e) copy, make available for copy, or otherwise reproduce the SOLUTION, in whole or in part, except: (i) Licensee may only make a single copy of materials within or related to the SOLUTION for backup purposes or (ii) as required by law; (f) distribute, republish, download, display, post or transmit, in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means the SOLUTION in any form, the DOCUMENTATION, help files, examples and benchmarks; (g) publish the results of benchmarking the SOLUTION against competitive software, except to the extent that the foregoing restriction is expressly prohibited by applicable law; (h) subject the SOLUTION, in whole or in part, to any license obligations associated with Open Source Software, including combining the SOLUTION with Open Source Software in a manner that subjects DSPC (or its licensors), or any portion of the SOLUTION, to any license obligations of any Open Source Software or (i) use the SOLUTION for production, rather than evaluation, purposes.

5. RESERVATION. The parties agree that any future release, update, modifications of or other addition to functionality of the SOLUTION shall be subject to the terms of this Agreement. DSPC (and its licensors) reserves all rights in the SOLUTION not expressly granted to LICENSEE in this Agreement and no licenses are granted by implication, estoppel or otherwise.

6. TERM AND TERMINATION; SURVIVAL.   This Agreement (and the licenses granted hereunder) terminates the sooner of (a) four (4) weeks from the date YOU downloaded the SOLUTION or (b) December 31, 2018, unless terminated in accordance with this Section 6. YOU may terminate this Agreement and the licenses at any time by uninstalling and returning to DSPC all copies of the SOLUTION (including the DEMO SYSTEM) in YOUR possession or control. This Agreement (and the licenses granted hereunder) will automatically terminate, with or without notice from DSPC, if YOU breach any term of this Agreement. Upon expiration or termination of this Agreement for any reason: (a) all licenses granted hereunder shall immediately terminate and (b) YOU must immediately cease all use of the SOLUTION and (c) YOU must return to DSPC all copies of the SOLUTION (including the DEMO SYSTEM) in YOUR possession or control, and, if requested by DSPC, certify in writing that you have done so. Sections 1, 2, 3.1, 4, 5, 6, 7, 8, 9, 10 and 11 will survive any termination of this Agreement. If the DEMO SYSTEM is not returned to DSPC within 10 days after termination, then DSPC shall charge YOU three hundred US dollars ($300) for the DEMO SYSTEM.

7. DISCLAIMER OF ALL WARRANTIES. LICENSEE ACKNOWLEDGES AND AGREES THAT THE SOLUTION AND ALL PARTS THEREOF ARE PROVIDED "AS IS".   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DSPC AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USUAGE OF TRADE. DSPC AND ITS LICENSORS DO NOT PROVIDE ANY WARRANTY OR MAKE ANY REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE SOLUTION WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, THAT IT WILL FUNCTION AS ANTICIPATED, OR THAT THE SOLUTION WILL OPERATE WITHOUT

INTERRUPTION OR WILL BE ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DSPC OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOLUTION IS WITH LICENSEE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY.

8.1. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL DSPC OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF DATA, BUSINESS, PROFITS, ABILITY TO EXECUTE OR USE OF, THE SOLUTION OR ANY PRODUCT, INTERRUPTION OF BUSINESS, COST OF PROCURING SUBSTITUTE PRODUCTS OR SOLUTIONS OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR UNDER THIS AGREEMENT, OR THE SOLUTION, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF DSPC WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR WAS GROSSLY NEGLIENT.

8.2. **LIMITATION OF LIABILTY**. NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL DSPC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOLUTION AND OTHER PRODUCTS AND SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE IN ANY DEGREE), WARRANTY, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR IN CONNECTION WITH THE SOLUTION OR OTHER PRODUCTS OR ANY SERVICES PROVIDED HEREUNDER EXCEED ONE HUNDRED ($100) U.S. DOLLARS.

8.3. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. INDEMNITY. LICENSEE agrees to indemnify, hold harmless and defend DSPC (and its licensors) from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of the SOLUTION in violation of this agreement.

10. NO MAINTENANCE, SUPPORT OR SERVICES. Under no circumstances shall DSPC (or its licensors) have any obligation to LICENSEE, its customers or anyone else to provide any maintenance, support or other services for the SOLUTION. If LICENSEE wishes to enter into a license to use the SOLUTION for development or production of products, to engage DSPC for technical services, LICENSEE shall contact DSPC at info@dspconcepts.com to enter into separate written agreements for the same.

11. GENERAL.

11.1 **Compliance with Laws.** LICENSEE shall comply with all applicable US and other applicable laws and regulations in performance of this Agreement and use of SOLUTION. LICENSEE agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction **("Export Laws")** to ensure that the SOLUTION is not: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

11.2 **U.S. Government End Users.** The SOLUTION and all parts thereof are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SOLUTION is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the SOLUTION will be only those specified in this Agreement.

11.3 **No Assignment**. LICENSEE shall not assign or transfer this Agreement or any right or license granted hereunder nor delegate any obligation hereunder, by operation of law or otherwise, without DSPC's prior express written consent and any attempt to do so, without such consent will be void. DSPC may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets without the prior written consent of LICENSEE.

11.4 **Choice of Law; Exclusive Forum**. All disputes arising out of this Agreement shall be governed by the laws of the State of California without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The state and federal courts located in Santa Clara County in the State of California will have exclusive jurisdiction and venue of all disputes and litigation arising out of or related to this Agreement and each party hereby irrevocably consents and submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

11.5 **Injunctive Relief**. It is understood and agreed that notwithstanding any other provisions of this Agreement, LICENSEE's breach of confidentiality obligations or provisions relating to DSPC's intellectual property rights (including, without limitation, the SOLUTION) will cause irreparable damage for which recovery of money damages would be inadequate, and that DSPC will therefore be entitled to seek timely injunctive relief in any court of competent jurisdiction to protect its rights under this Agreement, in addition to any and all remedies available at law.

11.7 **Waiver; Severability**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, not legal or unenforceable, that provision of this Agreement will be enforced to the maximum extent legally permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

11.8 **English**. This Agreement is set forth in English and no translation of this Agreement shall have any effect on the interpretation hereof.

11.9 Notwithstanding anything else in this Agreement, DSPC shall be entitled to disclose and discuss with anyone that Licensee uses DSPC's products and/or other work created by DSPC.

11.10 **Integration Clause**. This Agreement is the complete and exclusive statement of the Agreement between YOU and DSPC regarding the subject matter hereof and supersedes all prior oral and written communications, agreements, representations, statements and undertakings with respect to such subject matter, including any terms and conditions on LICENSEE'S purchase order or other purchase documents. The terms and conditions of this Agreement shall supersede any different, conflicting or additional terms on such documents from Licensee and the terms on such documents shall be of no force or effect even if signed by both parties. No modification, termination, extension, renewal or waiver of, nor addition to the terms and conditions of this Agreement shall be binding upon DSPC unless specifically set forth in writing, and signed by an authorized official of DSPC.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU AS LICENSEE AGREE TO THE FOREGOING TERMS AND CONDITIONS AND DESIRE TO COMPLETE INSTALLATION OF THE SOLUTION, PLEASE CLICK THE "I AGREE" BUTTON BELOW. OTHERWISE, PLEASE CLICK THE "I DON'T AGREE" BUTTON AND THE INSTALLATION PROCESS WILL STOP.