

**AUDIOKINETIC**  
**SDK AGREEMENT**

**READ CAREFULLY:** AUDIOKINETIC LICENSES ITS SOFTWARE AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT.

By selecting the “I accept” button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the AUDIOKINETIC SDK (as defined below), (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or other agent of such other entity with the right, power and authority to act on behalf of such other entity.

If you are unwilling to accept this Agreement, or you do not have the right, power and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE AUDIOKINETIC SDK.

The words “AUDIOKINETIC” and “AUDIOKINETIC SDK” and other capitalized terms used in this Agreement are defined terms. The definitions can be found in Section 1 below (if the terms are not defined in the main body of the Agreement).

This license agreement (the “**Agreement**”) set forth the terms and conditions on which AUDIOKINETIC is willing to license its AUDIOKINETIC SDK to you.

**1. DEFINITIONS**

The following terms will have the following meaning in this Agreement:

- 1.1 “**AUDIOKINETIC**”, “**we**” or “**us**” means Audiokinetic Inc., a Canadian corporation with offices at 215 Saint-Jacques St., Suite 1000, Montreal, Quebec, H2Y 1M6 Canada.
- 1.2 “**AUDIOKINETIC Redistributables**” means any .lib code, .dll files, .so files, sample code, or other materials we specifically designate in the AUDIOKINETIC SDK as made available for incorporation into or distribution with Plug-In Applications.
- 1.3 “**AUDIOKINETIC SDK**” means, collectively, the AUDIOKINETIC Redistributables, Non-Redistributable Materials, tools, APIs, sample code, software, documentation, other materials, and any updates to the foregoing that may be provided or made available to you by AUDIOKINETIC in connection with this Agreement, via the AUDIOKINETIC developer portal.
- 1.4 “**AUDIOKINETIC Wwise Technology**” means AUDIOKINETIC’s proprietary audio and motion technologies in object code form (and source code form only to the extent provided by AUDIOKINETIC), which allows users to develop interactive software products, and includes any Updates thereto.
- 1.5 “**Authorized Users**” means your employees and contractors, members of your organization or, if you are an educational institution, your faculty, staff and registered students, who (a) have a demonstrable need to know or use the AUDIOKINETIC SDK in order to develop and test Plug-In Applications on your behalf and (b) each have written and binding agreements with you to protect against the unauthorized use and disclosure of the AUDIOKINETIC SDK consistent with the terms and conditions of this Agreement. Authorized Users do not include End Users.
- 1.6 “**End User**” means your end user customer(s) or licensee(s) of your Plug-in Applications.
- 1.7 “**Non-Redistributable Materials**” means the AUDIOKINETIC Wwise Technology, and any other code, files or materials that are not specifically designated in the AUDIOKINETIC SDK as made available for incorporation into Plug-In Applications or that are specifically designated in the AUDIOKINETIC SDK as not subject to distribution.

1.8 “**Plug-in Application(s)**” shall mean the effect and/or source plug-in executable software to be developed by you hereunder, that are intended for use solely in connection with the AUDIOKINETIC Wwise Technology.

1.9 “**Updates**” means updates, upgrades, modifications, enhancements, revisions, new releases or new versions to the AUDIOKINETIC SDK that AUDIOKINETIC may make available to you in connection with this Agreement.

## 2. DEVELOPMENT LICENSE

2.1 **Development License.** Conditioned upon compliance with the terms and conditions of this Agreement, AUDIOKINETIC hereby grants you a limited, non-exclusive, revocable (in accordance with Section **Error! Reference source not found.** or Section 8), non-sublicensable, and non-transferable license to: (a) install, use and reproduce by making a reasonable number of copies of the AUDIOKINETIC SDK on computers owned or controlled by you for the purpose of developing, testing and servicing your Plug-In Applications, (b) modify and create derivative works of the AUDIOKINETIC SDK, for the purpose of developing, testing and servicing your Plug-In Applications and (c) incorporate any AUDIOKINETIC Redistributables in your Plug-In Application.

2.2 **Restrictions.** The license granted to you in Section 2.1 is subject to the following restrictions, as well as others listed in this Agreement:

2.2.1 Except as expressly permitted in Section 2.1, (a) you may not publish, distribute or copy the AUDIOKINETIC SDK, and (b) you may not modify or create derivative works of the AUDIOKINETIC SDK.

2.2.2 You may use the AUDIOKINETIC SDK solely in connection with the AUDIOKINETIC Wwise Technology.

2.2.3 You may not, and may not enable others to, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, techniques, or algorithms in the AUDIOKINETIC Wwise Technology or any software that forms part of the AUDIOKINETIC SDK, nor attempt to circumvent any related security measures (except as and only to the extent any foregoing restriction is prohibited by applicable law or permitted by applicable law notwithstanding the foregoing restriction, or to the extent as may be permitted by licensing terms governing use of any open source software components or sample code included within the AUDIOKINETIC SDK).

2.2.4 You may not remove, obscure, or alter any proprietary rights or confidentiality notices within the AUDIOKINETIC SDK or any software, documentation or other materials in it or supplied with it.

2.2.5 You may not create Plug-In Applications or other software that prevent or degrade the interaction of Plug-In Applications developed by others with the AUDIOKINETIC Wwise Technology.

2.2.6 You may not file any patent application (either standalone or as part of a broader application) or otherwise seek protection for any derivative work you make of the AUDIOKINETIC SDK which could prevent either AUDIOKINETIC or another licensee of the AUDIOKINETIC SDK to use or, solely the case of AUDIOKINETIC, commercialize, changes made by AUDIOKINETIC or such other licensee to the AUDIOKINETIC SDK which are the same or similar to your derivative works of the AUDIOKINETIC SDK.

## 3. DISTRIBUTION LICENSE

3.1 **Distribution License.** Conditioned upon compliance with the terms and conditions of this Agreement, AUDIOKINETIC hereby grants you a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license under AUDIOKINETIC’s applicable intellectual property rights to the extent necessary to: (a) copy and distribute (or have copied and distributed) the AUDIOKINETIC Redistributables (as may have been modified by you), solely as compiled with, incorporated into, or packaged with, your Plug-In Application; and (b) to make (but not have made), use, sell, offer for sale and import your Plug-In Application.

3.2 **Restrictions.** The license granted to you in Section 3.1 is subject to the following restrictions, as well as others listed in this Agreement:

3.2.1 You may not, directly or indirectly, publish, post or otherwise make available the AUDIOKINETIC Redistributables other than as compiled with and incorporated into your Plug-In Application.

3.2.2 You may not, and may not allow or enable others to, distribute the Non-Redistributable Materials.

#### 4. OWNERSHIP AND OTHER RIGHTS

- 4.1 Ownership.** Except for the license rights granted by you in Section 4 and Section 4.5, and AUDIOKINETIC’s ownership of the AUDIOKINETIC Wwise Technology and the AUDIOKINETIC SDK, AUDIOKINETIC agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to any derivative works created hereunder or your Plug-In Applications, including any intellectual property rights which subsist in same. As between AUDIOKINETIC and you, AUDIOKINETIC owns all right, title and interest, including all intellectual property rights, in and to the AUDIOKINETIC SDK and the AUDIOKINETIC Wwise Technology, other than any third party software or materials incorporated in the AUDIOKINETIC SDK, and you agree not to contest AUDIOKINETIC’s ownership of any of the foregoing.
- 4.2 AUDIOKINETIC Use of Assets.** Subject to the terms and conditions of this Agreement, you grant to AUDIOKINETIC and its affiliates a non-exclusive, worldwide and royalty-free limited license to use, reproduce, display, perform, publish and distribute screenshots, elements, assets, photographic, graphic or video reproductions or fragments of your Plug-In Application in any medium or media, solely for purposes of promotion of your Plug-In Application or of AUDIOKINETIC and its technology and business. This license will terminate if we terminate this Agreement, or, if you terminate this Agreement, if you inform us you have terminated the license, except that in both cases the license will continue after termination with respect to any materials we created and first distributed prior to our termination or your notice of termination to us.
- 4.3 Trademarks.** You may indicate that your Plug-In Application is “for use with Wwise®”. However, unless provided in a written agreement between you and AUDIOKINETIC, you may not otherwise use “AUDIOKINETIC”, “Wwise”, or any logo or other trademark of AUDIOKINETIC in connection with your Plug-In Application or company, or in any URL, product, service, name field or logos created by you.
- 4.4 Screen Shots.** You may reproduce and use screenshots from the AUDIOKINETIC Wwise Technology (including those currently appearing in the documentation of same) in the documentation of your Plug-in Application to the extent necessary to illustrate the use of same with the AUDIOKINETIC Wwise Technology.
- 4.5 Feedback.** You may (but are not required to) provide feedback, comments and suggestions on the AUDIOKINETIC SDK (collectively, “**Feedback**”) to AUDIOKINETIC. You hereby grant to AUDIOKINETIC a non-exclusive, perpetual, irrevocable, paid-up, transferable, sublicensable, worldwide license under all applicable intellectual property rights covering such Feedback to use, disclose and exploit all such Feedback for any purpose.

#### 5. CONFIDENTIALITY

- 5.1 Proprietary Information.** You acknowledge that pursuant to this Agreement you will be receiving information which is proprietary and confidential to AUDIOKINETIC which may be the subject of one or more patent applications and/ or be a confidential trade secret and valuable asset of AUDIOKINETIC which we wish to protect from public disclosure (“**Proprietary Information**”). “Proprietary Information” also includes (i) the AUDIOKINETIC SDK, (ii) any information designated as confidential by AUDIOKINETIC, (iii) the terms of this Agreement and (iv) any information relating to AUDIOKINETIC’s products, plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, business plan, personnel, research, development, or know-how.
- 5.2 Restrictive Use Conditions.** You (i) will hold such Proprietary Information in confidence and will not disclose it, except to your employees or authorized representatives with a need to know for purposes of performing their duties, who are similarly bound to hold the Proprietary Information in confidence, (ii) shall prevent inadvertent or unauthorized disclosure, prohibition or dissemination of any Proprietary Information, and (iii) agree to take appropriate action with its employees or authorized representatives to satisfy its obligations under this Agreement with respect to the use, copying, modification, protection and security of the Proprietary Information.
- 5.3 Notice and Return of Information.** You shall notify AUDIOKINETIC immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, and will cooperate with AUDIOKINETIC in every reasonable way to help AUDIOKINETIC regain possession of the Proprietary Information and prevent its further unauthorized use. You shall return all originals, copies, reproductions and summaries of Proprietary Information at AUDIOKINETIC’s request or, at the AUDIOKINETIC’s option, certify destruction of the same with the sworn statement of one of its officers.
- 5.4 Rights and Remedies.** You acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Proprietary Information and that AUDIOKINETIC shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## 6. PRIVACY

- 6.1 Your Information.** AUDIOKINETIC may collect information provided by you or your Authorized Users to AUDIOKINETIC in connection with the AUDIOKINETIC SDK, including technical, non-personally identifiable and/or aggregated information; in each case, solely to facilitate the provision of Updates and other services to you, to verify compliance with and enforce the terms of this Agreement, and to improve the AUDIOKINETIC SDK and AUDIOKINETIC's products (collectively, the "**Limited Purpose**"), which collection shall comply with all applicable privacy laws and regulations and AUDIOKINETIC's privacy policy with respect to the collection of any and all such information. AUDIOKINETIC may use such collected information solely for the Limited Purpose and shall not disclose such information to any third party; provided, however, that AUDIOKINETIC may provide any information collected under this Section 6.1 including your or your Authorized Users' user name, IP address or other identifying information to the extent required by applicable law, regulation or court order.

## 7. COVENANTS AND WARRANTIES

In addition to your other obligations under this Agreement, you warrant and agree that:

- 7.1 Authority.** You are at least 18 years of age and have the right and authority to enter into this Agreement on your own behalf and that of your Authorized Users, or if you are entering into this Agreement on behalf of your company or organization, you have the right and authority to legally bind your company or organization and its Authorized Users.
- 7.2 Compliance.** You will use the AUDIOKINETIC SDK only in accordance with all accompanying documentation, in the manner expressly permitted by this Agreement, and your use of the AUDIOKINETIC SDK, and the marketing, sales and distribution of your Plug-In Application, will be in compliance with all applicable laws and regulations and all U.S. and local or foreign export and re-export restrictions applicable to the technology and documentation provided under this Agreement (including privacy and data security laws and regulations), and you will not develop any Plug-In Application which would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act.

## 8. TERM AND TERMINATION

- 8.1 Term.** This Agreement will continue to apply until terminated by either you or AUDIOKINETIC as set out below.
- 8.2 Termination by You.** If you want to terminate this Agreement, you may terminate it by uninstalling and destroying all copies of the AUDIOKINETIC SDK that are in the possession, custody or control of you, your Authorized Users, and your organization.
- 8.3 Termination by AUDIOKINETIC for breach.** AUDIOKINETIC may immediately, terminate this Agreement in the event of a material breach by you, including without limitation as a result of non-compliance by you with the restrictions in Section 2.2 or Section 3.2, that is not cured within 30 days after receipt by you of written notice describing the breach.
- 8.4 Effect of Termination.** Upon termination of this Agreement, all rights granted to you under this Agreement will immediately terminate and you must immediately cease all use and destroy all copies of the AUDIOKINETIC SDK in your and your Authorized Users' possession, custody or control, and, except as specifically set out in Section **Error! Reference source not found.**, cease your distribution of Plug-In Applications. Sections 2.2, 3.2, 4.1, 4.2, 4.5, 5, 6.1, 8.4 9.4, 9.5, and 10 to 13, will survive termination of this Agreement. Termination of this Agreement will not affect the right of your End Users who have downloaded your Plug-In Application prior to termination to continue using it.

## 9. ADDITIONAL AGREEMENTS AND WAIVER

- 9.1 Changes.** We reserve the right to change this Agreement, the AUDIOKINETIC SDK or the AUDIOKINETIC licensing program at any time in our sole discretion. In the event AUDIOKINETIC changes the terms of this Agreement, AUDIOKINETIC may require that you either accept and agree to the new terms of this Agreement, or, if you do not agree to the new terms, cease or terminate your use of the AUDIOKINETIC SDK. If you do not agree to a change, you must stop using the AUDIOKINETIC SDK and terminate this Agreement. If AUDIOKINETIC decides to terminate its AUDIOKINETIC SDK licensing program, it may terminate this Agreement upon written notice. Any termination of this Agreement by you or AUDIOKINETIC under this Section **Error! Reference source not found.** (and only this Section) will not affect your right, subject to your continued compliance with your obligations under this Agreement, to continue to distribute and support versions of your Plug-In Application created and first distributed before termination, and will not affect the right of your End Users to continue using such versions of your Plug-In Application, both of which rights will survive termination.

- 9.2 Updates.** The terms of this Agreement will apply to any Updates that AUDIOKINETIC makes available to you. You agree that Updates may require you to change or update your Plug-In Application, and may affect your ability to use, access or interact with the AUDIOKINETIC Wwise Technology and/or the AUDIOKINETIC SDK.
- 9.3 Exclusion of certain Open Source Components.** If any portion of the AUDIOKINETIC SDK is listed as a third party Open Source Component in the AUDIOKINETIC Wwise Technology documentation, such portion of the AUDIOKINETIC SDK will be governed by and subject to the terms of the relevant open source license reproduced in the AUDIOKINETIC Wwise Technology documentation and not subject to terms of this Agreement.
- 9.4 Beta Software etc. Obligations.** You acknowledge and agree that AUDIOKINETIC may share alpha or beta software with you that it identifies as Proprietary Information. If so, you agree not to disclose such software to others without the prior written consent of AUDIOKINETIC until the time, if any, it is made public by AUDIOKINETIC, and to use such software only for the purposes expressly permitted by this Agreement.
- 9.5 Waiver.** You must design your Plug-In Applications so that any failure of the AUDIOKINETIC Wwise Technology, an AUDIOKINETIC Redistributable and/or such other software does not cause personal injury or death, property damage, or other losses. If you choose to use the AUDIOKINETIC SDK, (i) you assume all risk that use of the AUDIOKINETIC Wwise Technology, the AUDIOKINETIC SDK and/or such other software by you or by any others causes any harm or loss, including to the end users of your Plug-In Applications or to third parties, (ii) you hereby waive, on behalf of yourself and your Authorized Users, all claims against AUDIOKINETIC and its affiliates related to such use, harm or loss (including, but not limited to, any claim that the AUDIOKINETIC Wwise Technology, a AUDIOKINETIC Redistributable or such other software is defective), and (iii) you agree to hold AUDIOKINETIC and its affiliates harmless from such claims.

## **10. INDEMNIFICATION**

You agree to indemnify, hold harmless and, at AUDIOKINETIC's option, defend AUDIOKINETIC and its affiliates and their respective officers, directors, employees, agents, and representatives harmless from any and all judgments, awards, settlements, liabilities, damages, costs, penalties, fines and other expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses) incurred by them arising out of or relating to any third party claim (a) with respect to your Plug-In Application, including products liability, privacy, or intellectual property infringement claims, or (b) based upon your negligence or willful misconduct or any breach or alleged breach of your representations, warranties, and covenants under this Agreement. In no event may you enter into any settlement or like agreement with a third party that affects AUDIOKINETIC rights or binds AUDIOKINETIC in any way, without the prior written consent of AUDIOKINETIC.

## **11. WARRANTY DISCLAIMER**

THE AUDIOKINETIC SDK AND THE AUDIOKINETIC WWISE TECHNOLOGY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AUDIOKINETIC, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL REPRESENTATIONS, PROMISES, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE AUDIOKINETIC SDK AND THE AUDIOKINETIC WWISE TECHNOLOGY, INCLUDING THEIR CONDITION, AVAILABILITY, OR THE EXISTENCE OF ANY LATENT DEFECTS, AND AUDIOKINETIC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SUITABILITY, AND FITNESS FOR ANY PURPOSE. AUDIOKINETIC DOES NOT WARRANT THAT THE AUDIOKINETIC SDK OR THE AUDIOKINETIC WWISE TECHNOLOGY WILL BE ERROR-FREE OR THAT THEY WILL WORK WITHOUT INTERRUPTION.

## **12. LIMITATION OF LIABILITY**

IN NO EVENT WILL AUDIOKINETIC'S LIABILITY, OR THOSE OF ITS SUPPLIERS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE AUDIOKINETIC SDK EXCEED ONE THOUSAND DOLLARS. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, OR A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

### 13. MISCELLANEOUS

**13.1 Waiver.** Any failure by either party to enforce of any term or condition of this Agreement or any breach thereof, in any one instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.

**13.2 Notices.** Any notices or communications required or permitted to be given by this Agreement to AUDIOKINETIC must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to AUDIOKINETIC's mailing address or regularly-monitored electronic mail address as follows:

215 Saint-Jacques St., Suite 1000  
Montreal, Quebec  
H2Y 1M6 Canada  
Email: [legalnotice@audiokinetic.com](mailto:legalnotice@audiokinetic.com)

Any notice provided to AUDIOKINETIC shall be deemed to have been given: on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically.

AUDIOKINETIC may provide you notice under this Agreement by email or other electronic communication or by posting communications to its development community on the AUDIOKINETIC developer portal. For clarity, posting on the AUDIOKINETIC developer portal shall be deemed effective notice for notice requirements under Sections **Error! Reference source not found.** or 8.3. You consent to receive such notices in any of the foregoing manners and agree that any such notices by AUDIOKINETIC will satisfy any legal communication requirements. Any notice provided to you shall be deemed to have been given on the day such notice of communication is sent electronically.

**13.3 Severability.** If any provision of this Agreement is unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement with otherwise remain in full force and effect and enforceable.

**13.4 Reservation.** All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied, are granted by AUDIOKINETIC, by implication, estoppel, or otherwise. The software in the AUDIOKINETIC SDK is licensed, not sold.

**13.5 Enurement; Assignment.** This Agreement shall be binding upon the parties and enure to the benefit of their respective successors and permitted assigns. You may not assign this Agreement without the prior written consent of AUDIOKINETIC. Any assignment without such consent is void and of no effect.

**13.6 Export.** You agree to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable national or foreign agency or authority, and not to export or re-export, or allow the export or re-export of any proprietary information or any copy or direct product thereof in violation of any such restrictions, laws or regulations.

**13.7 Independent Contractors.** Each party will act at all times as an independent contractor and will have no right or authority to act on behalf of, create any obligation for, or bind the other party in any way. Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties.

**13.8 Governing Law and Jurisdiction.** This Agreement will be construed according to the substantive law, but not the choice of law rules of the province of Quebec and of applicable federal law of Canada. If any dispute arises under this Agreement, the venue for such dispute will be in the courts of the province of Quebec, judicial district of Montreal, and each party hereby submits to the jurisdiction of such courts. However, this Section 13.8 will not preclude AUDIOKINETIC from applying to any court or tribunal worldwide, including but not limited to those having jurisdiction over you or your Authorized Users, to seek injunctive relief.

**13.9 Entire Agreement.** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and agreements, whether oral or written, with respect to the same subject matter.

**13.10 Language.** You confirm that a French version of this Agreement has been remitted to you. It is the express wish of the parties to be bound only by the English version of such agreement. *Vous confirmez que la version française de cette*

*entente vous a été remise. Les parties expriment leur volonté expresse d'être liées seulement par la version anglaise de cette entente.*