

**AUDIOKINETIC  
STRATA™ LICENSE AGREEMENT**

This STRATA™ LICENSE AGREEMENT (“**License Agreement**”) is between AUDIOKINETIC and you, the user of Strata (“**Authorized User**” or “**you**”) and/or, as applicable, the subscriber (“**Subscriber**”) who has subscribed to access and use Strata under the Strata subscription agreement (“**Subscription Agreement**”). This License Agreement governs your use of Strata and is effective as of the effective date of the Subscription Agreement (“**Effective Date**”).

BY SELECTING THE “I AGREE” BUTTON AT THE CHECKOUT SCREEN, YOU ARE DEEMED TO ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR IF YOU ARE NOT AN AUTHORIZED USER PURSUANT TO THE SUBSCRIPTION AGREEMENT, THEN DO NOT SELECT THE “I AGREE” BUTTON. IF YOU DO NOT SELECT THE “I AGREE” BUTTON, THEN YOU MUST NOT ACCESS OR USE STRATA OR ALLOW OR CAUSE ANYONE ELSE TO ACCESS OR USE STRATA.**

Please read the License Agreement carefully before accessing or using Strata. By accessing or using Strata, you acknowledge that you have read and understood the license terms, conditions and restrictions described below, and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of Strata. Furthermore, you acknowledge and agree that this License Agreement constitutes a binding and enforceable legal contract between you (as an Authorized User of the Subscriber, as applicable) and AUDIOKINETIC.

TO ACCEPT THIS LICENSE AGREEMENT, YOU MUST BE AT LEAST 18 YEARS OF AGE OR HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. MINORS MAY ONLY USE STRATA UNDER THE SUPERVISION OF AN ADULT. IF YOU ARE YOUNGER THAN 18 YEARS OLD, OR HAVE NOT YET REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT OR LEGAL GUARDIAN OR TUTOR MUST CREATE AN ACCOUNT FOR YOU AND AGREE TO THIS LICENSE AGREEMENT ON YOUR BEHALF IN ORDER FOR YOU TO USE STRATA. BEFORE YOU BEGIN TO USE STRATA, ASK YOUR PARENT OR GUARDIAN OR TUTOR TO EXPLAIN THIS LICENSE AGREEMENT TO YOU.

**1. DEFINITIONS**

To make this License Agreement easier to read, we have defined the following terms:

- 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. “**Collection**” means a regrouping of Strata Source Sounds, Pre-designed Sounds and Rendered Unedited Sounds categorized by specific themes to which you are given access pursuant to a Subscription;
- 1.3. “**Content Partners**” means the third-party partners who provide proprietary source sounds used to create Pre-designed Sounds;
- 1.4. “**Documentation**” means all documentation (including technical, reference and installation manuals, user guides, and other written documentation) generally provided by AUDIOKINETIC with respect to Strata from time to time;
- 1.5. “**Edited Sound**” means a Pre-designed Sound whereby you or another Authorized User have customized the associated Strata Source Sounds, clip edits, tracks and effect parameters, in order to facilitate the fine-tuning of such Pre-designed Sound, and/or to modify the Pre-designed Sound by adding other source sounds;
- 1.6. “**Intellectual Property Rights**” means collectively (a) all (i) ideas, formulae, product formulations, processes and processing methods, technology techniques algorithms, concepts and inventions (whether or not patentable), (ii) business names, trademarks, service marks, trade names, domain names, trade dress, logos, social media accounts, industrial designs and copyrights, (iii) works, or know-how, improvements, trade secrets, research and technical data, databases, (iv) studies, findings, instructions, works of authorships, guides, manuals and designs, (v) all goodwill related to the foregoing and (b) any rights in the foregoing including, without limitation, (i) all past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing, and (ii) any and all applications, registrations, licenses, sublicenses, agreements (oral and written), or any other evidence of a right in any of the foregoing;
- 1.7. “**Licensed Sounds**” means, collectively, Strata Source Sounds, Pre-designed Sounds and Rendered Unedited Sounds licensed to you in accordance with the Subscription Agreement and this License Agreement;
- 1.8. “**Pre-designed Sound**” means a pre-designed, ready-to-use, multi-stem and multitrack sound effect from a Collection delivered as REAPER projects and sub-projects or in any other multitrack format for use in digital audio workstations, built using Strata Source Sounds and which you can use to create an Edited Sound;
- 1.9. “**Privacy Policy**” means AUDIOKINETIC’s Privacy Policy, as amended from time to time, available at <https://www.audiokinetic.com/privacy/>;

- 1.10. **“Proprietary Strata Plug-ins”** means the plug-ins which are proprietary to AUDIOKINETIC that are distributed with Strata which are required to be installed locally on your computer system including the VST effects plug-ins;
- 1.11. **“Rendered Edited Sound”** means an Edited Sound in rendered form;
- 1.12. **“Rendered Unedited Sound”** means an un-edited Pre-designed Sound in rendered form;
- 1.13. **“Rendered Sound”** refers to a sound in rendered format, and may refer to either a Rendered Edited Sound or a Rendered Unedited Sound;
- 1.14. **“Strata”** refers collectively to the Licensed Sounds, the Proprietary Strata Plug-ins, the Third-Party Strata Plug-ins and the Documentation;
- 1.15. **“Strata Source Sound”** means a proprietary source sound owned by AUDIOKINETIC, Content Partners, or the licensors of AUDIOKINETIC or its Content Partners, used to create a Pre-designed Sound;
- 1.16. **“Subscriber”** means the person who entered into the Subscription Agreement, and for clarity, if you entered into a single-user Subscription or a complimentary Subscription, you are both the Subscriber and the sole Authorized User;
- 1.17. **“Subscription”** means the subscription to Strata purchased by the Subscriber pursuant to the Subscription Agreement;
- 1.18. **“Subscription Period”** means the period during which Subscriber has a valid Subscription to Strata;
- 1.19. **“Third-Party Strata Plug-ins”** means the third-party plug-ins that are distributed with Strata which are required to be installed locally on your computer system including the ENRAGE plug-in provided by BOOM Library oHG and its successor entities, including notably BOOM Library GmbH, and the IEM plug-in suite; and
- 1.20. **“User Developed Product”** means an unlimited number of multimedia products developed during the Subscription Period for the benefit of the Subscriber (or if you are also the Subscriber, yourself) through any means and media now known or hereafter devised (e.g., music, sound-effect, audio/video post-production, performance, broadcast, multimedia, film, videogame or similar content-creation and productions, and any promotion or advertising related thereto), in which Rendered Sounds are integrated and synchronized.

## 2. GRANT OF LICENSES

- 2.1. **Licensed Sounds.** Subject to your full compliance with the terms of this License Agreement and with Subscriber’s full compliance with the Subscription Agreement, AUDIOKINETIC grants you a worldwide, royalty-free, paid-up, non-transferable, non-assignable, non-exclusive, non-sublicensable, non-refundable license to, during the Subscription Period:
  - 2.1.1. use Pre-designed Sounds (including their related Strata Source Sounds) from the Collections to create Edited Sounds;
  - 2.1.2. render the Edited Sounds into Rendered Edited Sounds;
  - 2.1.3. include Rendered Edited Sounds or Rendered Unedited Sounds in your sound effects (SFX) database and search engines for the purposes of facilitating your use of Strata; and
  - 2.1.4. synchronize Rendered Edited Sounds or Rendered Unedited Sounds into User Developed Products.
- 2.2. **Synchronization.** AUDIOKINETIC grants the Subscriber a perpetual worldwide, royalty-free, paid-up, non-transferable, non-assignable, non-exclusive, non-sublicensable, non-refundable license to use Rendered Sounds synchronized in User Developed Products during the Subscription Period.
- 2.3. **Sequel or Expansion.** AUDIOKINETIC grants the Subscriber a perpetual, worldwide, royalty-free, paid-up, non-transferable, non-assignable, non-exclusive, non-refundable license to re-use, and allow others working for Subscriber to re-use, any Edited Sounds already synchronized to a User Developed Product during a valid Subscription Period for the purposes of synchronizing them to other User Developed Products that are directly dependent on the original User Developed Product to which the Edited Sounds were first synchronized, such as sequels or expansion packs.
- 2.4. **Proprietary Strata Plug-ins.** Your rights and obligations with respect to the use of Proprietary Strata Plug-ins are governed by and subject to the end user license agreement between you and AUDIOKINETIC in respect thereto available [here](#), whose terms are incorporated herein by reference.
- 2.5. **Third-Party Strata Plug-ins.** Your rights and obligations with respect to the use of Third-Party Strata Plug-ins are governed by the end user license agreement to be entered into between you and such third party at the time of your installation of such Third-Party Strata Plug-ins. You recognize that those Third-Party Strata Plug-ins are not under the control of AUDIOKINETIC and that AUDIOKINETIC makes no representations or warranties regarding those Third-Party Strata Plug-ins.

AUDIOKINETIC will in no event be responsible or liable, directly or indirectly, for any damage or loss caused to you or a third party in connection with your use of those Third-Party Strata Plug-ins.

### 3. LICENSE RESTRICTIONS

3.1. **Re-distribution of Licensed Sounds.** Your use of Strata is subject to the following re-distribution and similar restrictions. These restrictions are meant to allow you flexibility in your use of Strata but in a way that ensures you do not intentionally or unintentionally reproduce or compromise our product or revenue base. Except as expressly otherwise provided in the License Agreement, you shall not:

- 3.1.1. include the Licensed Sounds in whole or in part in any third-party library or sound collection for the purposes of distribution;
- 3.1.2. make copies of the Licensed Sounds that are unreasonable in the context of the Subscription or for purposes other than those stated in this License Agreement;
- 3.1.3. redistribute Licensed Sounds, through any means other than as synchronized to User Developed Products, including but not limited to, reselling, trading, sharing, resampling, mixing, processing, isolating, or embedding into software or hardware of any kind, including for the purpose of re-recording or reproduction as part of any free or commercial library of musical and/or sound effect samples and/or articulations, or any form of musical sample or sound effect sample playback system or device;
- 3.1.4. make Licensed Sounds available in a manner intended to allow or invite a third party to download, extract, redistribute or access the Licensed Sounds in whole or in part as standalone file(s), and you agree to exercise due diligence and maintain strict safeguards in order to ensure that no third party is able to do so;
- 3.1.5. provide or make available by any means Licensed Sounds, in whole or in part, that are not (i) Rendered Sounds and (ii) integrated and synchronized into a User Developed Product (i.e. you can only make available User Developed Product), except to other Authorized Users under the same Subscription;
- 3.1.6. sell or otherwise dispose of computers, hard drives or discs or any other electronic or online storage media which contains Licensed Sounds unless all Licensed Sounds have been deleted; and
- 3.1.7. authorize or allow others to do any of the foregoing.

3.2. **General Restrictions on Use.** In addition to the restrictions described in Section 3.1, your use of Licensed Sounds and Documentation is subject to the following general restrictions. Except as expressly otherwise provided in this License Agreement, you shall not:

- 3.2.1. reproduce or produce hard copy printed output of data from Licensed Sounds or Edited Sounds for reports and notes for purposes other than as contemplated in this License Agreement and for reference purposes in connection with your or the Subscriber's internal business purposes, and which may not be published or supplied to any third party;
- 3.2.2. expose any Licensed Sounds or underlying multitrack interfaces in a User Developed Product;
- 3.2.3. remove or alter any copyright or other proprietary notice from the Licensed Sounds or Documentation;
- 3.2.4. rent, lease or otherwise provide temporary access to the Licensed Sounds otherwise than as specifically authorized in this License Agreement, including for any machine learning or algorithm training purposes;
- 3.2.5. copy, alter or modify the Licensed Sounds otherwise than as specifically authorized in this License Agreement;
- 3.2.6. use the Licensed Sounds in any manner which infringes any intellectual property rights including copyrights, trademarks, proprietary rights, privacy rights, publicity rights or any other rights of any kind whatsoever; and
- 3.2.7. authorize or allow others to do any of the foregoing.

3.3. **Notice.** You agree to promptly notify us if you become aware of any unauthorized use of the whole or any part of the Licensed Sounds by any third party.

### 4. OWNERSHIP

4.1. **Strata.** Except as expressly licensed to you herein, AUDIOKINETIC, Content Partners, and the respective third-party licensors of AUDIOKINETIC or Content Partners retain all title, rights and interest, including any Intellectual Property Rights, in Strata. AUDIOKINETIC confirms that it holds the exclusive right to grant licenses to Licensed Sounds.

- 4.2. **User Developed Product.** Subject to AUDIOKINETIC's, Content Partners, and their respective licensors' ownership rights in Licensed Sounds, Subscriber owns all title, rights and interest, including any Intellectual Property Rights, in User Developed Products. For clarity, you also retain all title, rights and interest in your own source sounds (provided that your own source sounds do not include any Strata Source Sounds).
- 4.3. **Synchronized Edited Sounds.** Subject to the underlying ownership and Intellectual Property Rights of AUDIOKINETIC, Content Partners, and their respective licensors in Strata, Subscriber owns all title, rights and interest, including any Intellectual Property Rights, in any Edited Sound as a derivative work of the Licensed Sounds, to the extent that the Edited Sound is synchronized in a User Developed Product.
- 4.4. **Un-Synchronized Edited Sounds.** To the extent that any Edited Sound (including any Rendered Edited Sound) is not synchronized to a User Developed Product and exists as standalone files, such Edited Sound shall be treated as Licensed Sounds for the purposes of the applicable restrictions and limitations.
- 4.5. **Feedback.** You may from time to time provide AUDIOKINETIC with an evaluation, assessment and/or suggestions directly related to Strata ("**Feedback**"). You agree that all Feedback shall be given entirely voluntarily. Feedback, even if you provide it confidentially, will not create any confidentiality obligation for AUDIOKINETIC. AUDIOKINETIC will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind.
- 4.6. **No Patent or other Exclusive Rights.** You may not file any patent application (either standalone or as part of a broader application) or otherwise seek protection for any feature of Strata.

## 5. PROPRIETARY INFORMATION

- 5.1. **Definition.** You acknowledge that pursuant to the Subscription Agreement and this License Agreement you will be receiving information which is proprietary and confidential ("**Proprietary Information**") belonging to AUDIOKINETIC, Content Partners, and their respective licensors (the "**Disclosing Party**").
- 5.2. **Exclusions.** The following will not be considered Proprietary Information for the purposes of this License Agreement: (i) information which is publicly available or in the public domain at the time it is communicated to you by the Disclosing Party; (ii) information which is or becomes publicly available or in the public domain through no fault of yours subsequent to the time it is communicated to you by the Disclosing Party; (iii) information which is in your possession free of any obligation of confidence to the Disclosing Party at the time it is communicated to you by the Disclosing Party; (iv) information which is rightfully communicated to you free of any obligation of confidence subsequent to the time it is communicated to you by the Disclosing Party; or (v) information which was independently developed by you without the use of Proprietary Information. You may disclose information which is required to be disclosed pursuant to law or to the order, requirement or request of a court or government authority, provided that, unless otherwise prohibited by applicable law (a) you shall use best efforts to limit such disclosure to the greatest extent possible consistent with its obligations to comply with the requirement; (b) you shall promptly provide notice to and discuss possible measures to contest the disclosure or seek a protective order to protect the information with the Disclosing Party; (c) the Disclosing Party is permitted to take steps to prevent disclosure or seek a protective order with your cooperation; and (d) you identifies for the Disclosing Party any of the Disclosing Party's information that was disclosed.
- 5.3. **Restrictive Use Conditions.** You (i) will hold such Proprietary Information in confidence and will not disclose it, except to your employees, officers or authorized representatives with a need to know for purposes of exercising their rights and fulfilling their obligations hereunder, which obligations may include providing support to you in respect of a User Developed Product, who are similarly bound to hold the Proprietary Information in confidence, (ii) shall prevent inadvertent or unauthorized disclosure or dissemination of any Proprietary Information, and (iii) agree to take appropriate action with your employees, officers and authorized representatives to satisfy your obligations under this License Agreement with respect to the use, copying, modification, protection and security of the Proprietary Information.
- 5.4. **Notice and Return of Information.** You shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party 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 the Disclosing Party's request or, at the Disclosing Party's option, certify destruction of the same, except where same is required for the exercise of your rights under this License Agreement.
- 5.5. **Rights and Remedies.** You acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Proprietary Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## 6. INDEMNIFICATION BY AUDIOKINETIC

- 6.1. **Indemnification obligation.** AUDIOKINETIC will defend you from and against any claim by a third party against you to the extent the claim is based on an allegation that your access to and use of Strata in accordance with the terms of this License

Agreement infringes upon, or misappropriates, any intellectual property rights of a third party (“**Infringement Claim**”), and shall indemnify you against all liabilities, damages, costs (including settlement costs and reasonable legal fees) finally awarded by a competent court, arbitrator, or in a settlement, as a result of such claim by a third party; provided that (i) you have notified AUDIOKINETIC promptly in writing of such claim; (ii) you have provided AUDIOKINETIC with the authority to control and handle the claim including the defense and settlement of such claim; and (iii) you provide to AUDIOKINETIC all information and assistance (at AUDIOKINETIC’s expense) as may be required for that purpose.

- 6.2. **Exclusions.** In no event will AUDIOKINETIC have any obligation or liability under this Section 6 arising from: (i) unauthorized use of Strata in a modified form or in combination with any materials not furnished by us (including the use of Rendered Edited Sounds, if the Infringement Claim rests on the editing that you have made of the Pre-designed Sound); or (ii) any failure by you to comply with your responsibilities under this License Agreement.
- 6.3. **Infringement.** In the event that any part of Strata (other than Third-Party Strata Plug-ins) becomes, or AUDIOKINETIC believes that it is likely to become, the subject of an infringement claim, AUDIOKINETIC may at its option either (i) secure your right to continue using such part of Strata, (ii) replace or modify it to make it non-infringing, or if none of the foregoing alternatives is reasonably available to AUDIOKINETIC, or (iii) if you are the Subscriber, terminate your Subscription upon ten (10) days of written notice. Section 9.3 shall apply to any termination hereunder.
- 6.4. **Exclusive remedies.** The remedies set forth in this Section 6 constitute the sole remedies available to you and AUDIOKINETIC’s exclusive liability with respect to claims for infringement of proprietary rights of third parties.
7. **DISCLAIMER.** STRATA IS PROVIDED “AS IS” AND “WHERE IS” BY AUDIOKINETIC AND IS ACCEPTED AS SUCH BY YOU. AUDIOKINETIC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE CONTENT OF STRATA, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT. AUDIOKINETIC DOES NOT WARRANT THAT STRATA WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF STRATA WILL BE UNINTERRUPTED OR ERROR FREE. YOU AGREE THAT AUDIOKINETIC WILL NOT BE LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR ARISING OUT OF THE USE OR INABILITY TO USE STRATA. IF YOU BENEFIT FROM CERTAIN STATUTORY WARRANTIES PURSUANT TO YOUR LOCAL CONSUMER PROTECTION LEGISLATION WHICH CANNOT BE DISCLAIMED, THE FOREGOING DISCLAIMER WILL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW OF YOUR JURISDICTION.

## 8. LIMITATION OF LIABILITY

- 8.1. IN NO EVENT SHALL AUDIOKINETIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL OR COST OF REPLACEMENT SERVICES OCCASIONED BY ANY DEFECT IN STRATA, THE INABILITY TO USE TECHNOLOGY OR SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT TO STRATA OR THIS LICENSE AGREEMENT, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AUDIOKINETIC’S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS LICENSE AGREEMENT EXCEED USD\$100. NOTWITHSTANDING THE FOREGOING, AUDIOKINETIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO YOUR USE OR INABILITY TO USE THIRD-PARTY STRATA PLUG-INS AND ANY CLAIM FROM YOU IN THIS REGARD SHALL BE DIRECTED TO THE RELEVANT THIRD PARTY LICENSOR. THIS LIMITATION DOES NOT APPLY TO AUDIOKINETIC’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.

## 9. TERM AND TERMINATION

- 9.1. **Term.** This License Agreement shall come into force on the Effective Date and end upon termination of the Subscription Agreement for any reason.
- 9.2. **Termination.** AUDIOKINETIC may terminate this License Agreement and any license granted hereunder if you materially breach this License Agreement and such material breach, if curable, is not cured within five (5) days of written notice describing the breach.
- 9.3. **Effect of Termination/Expiration.** Upon termination of this License Agreement, you will no longer be able to access Strata or the ENRAGE plug-in provided by BOOM Library oHG and its successor entities, including notably BOOM Library GmbH. You must destroy all copies of the Licensed Sounds and Documentation in your possession or control, (i) subject to your rights which continue even after the end of the Subscription in accordance with this License Agreement and (ii) information that is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system or form; provided, such copies are not intentionally accessed except where required or requested by applicable law or where disclosure is otherwise permitted under this License Agreement.

- 9.4. **Retained Rights after Termination.** For the avoidance of doubt, upon expiration or termination of this License Agreement, except in relation to termination by reason of your or Subscriber's breach, you may continue to use Proprietary Strata Plug-ins and Third-Party Strata Plug-ins, subject to the terms and conditions contained in the specific license agreements applicable to each plug-in.
- 9.5. **Survival.** Sections 1 (Definitions), 2.2 (Synchronization), 3 (License Restrictions), 4 (Ownership), 5 (Proprietary information), 7 (Disclaimer), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Retained Rights after Termination), 9.5 (Survival) and 10 (General) shall survive the termination or expiration of this Agreement in accordance with their terms.

## 10. GENERAL

- 10.1. **Waiver.** Any failure to enforce by either party of any term or condition of this License 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.
- 10.2. **Notices.** Any notices or communications required or permitted to be given by this License Agreement 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 the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Notice to AUDIOKINETIC:

215 Saint-Jacques St.  
Suite 1000  
Montreal, Quebec  
H2Y 1M6 Canada

attention: [legalnotice@audiokinetic.com](mailto:legalnotice@audiokinetic.com)  
Phone: +1 514 499-9100

Notice to you will be sent to the address appearing in your account.

Any such notice or communication 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. A party may, for purposes of this License Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section 10.2.

- 10.3. **Export and Sanctions.** You agree to comply with all export laws, restrictions, national security controls and regulations of Canada, 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. If you are or become the subject of economic sanctions of the Canadian or US government, you cannot use Strata.
- 10.4. **Governing Law.** This License Agreement will be governed by and construed under the laws of the province of Quebec and the laws of Canada applicable therein and the parties hereto submit to the exclusive jurisdiction of the courts of the Province of Quebec, District of Montreal.
- 10.5. **Language.** You confirm that a French version of this License Agreement has been remitted to you, and it is your express wish to be bound by the English version of such agreement only. *Vous convenez que la version française de la convention de licence des utilisateurs finaux vous a été remise en français et que c'est votre volonté expresse d'être lié par la version anglaise de cette convention seulement.*