

## PROFESSIONAL END USER LICENSE AGREEMENT AURO-3D® – TERMS AND CONDITIONS

*Please read these Terms and Conditions carefully before entering into this agreement and/or using our Software.*

**THIS PROFESSIONAL END USER LICENSE AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS FOR PROFESSIONAL CLIENT'S USE OF THE AURO-3D® TECHNOLOGY SUITE. BY ENTERING INTO THIS LICENSE AGREEMENT, PROFESSIONAL CLIENT AGREES TO THE TERMS OF THIS PROFESSIONAL END USER LICENSE AGREEMENT.**

<http://www.auro-technologies.com> is a website operated by Auro Technologies NV, a Naamloze Vennootschap incorporated and existing under the laws of Belgium, with its registered office at Kievitstraat 42, 2400 Mol (Belgium) and registered with the register of legal entities under number RPR 0460.616.178.

The following pages outline the Terms and Conditions on which Auro Technologies supplies its Software and Documentation to its Licensees. By ordering or acquiring in any way whatsoever any of Auro Technologies' Software, You agree to be bound by these Terms and Conditions.

Please accept these Terms and Conditions at the bottom of this dialogue box. Please understand that if You refuse to accept these Terms and Conditions, You will not be able to order, nor install, nor use any of Auro Technologies' Software. Continuing with the installation process beyond this point constitutes a legally binding agreement.

If You have any questions related to these Terms and Conditions, please feel free to contact us at [info@auro-technologies.com](mailto:info@auro-technologies.com).

### 1. Terms used

- 1.1 **"Auro Technologies", "We", "Us", "Our", "Licensor"**: means Auro Technologies NV and/or other companies appointed by Auro Technologies NV;
- 1.2 **Documentation**: means the user and installation manual pertaining to the Software which are included with the Software;
- 1.3 **License**: means the non-exclusive, non-transferable right to use the Software and Documentation as described in these Terms and Conditions;
- 1.4 **Licensed Application**: means an application in which the Software is embedded or processed.
- 1.5 **Licensee, "You", "Your"**: means the physical person or legal person, the company or other legal entity obtaining a License;
- 1.6 **Software**: means all software components from the Auro-3D® Technology Suite, whether or not embedded in a Licensed Application;
- 1.7 **Decoder software component**: means the software component from the Auro-3D® Technology Suite to decode content encoded with the Auro-Codec®;
- 1.8 **Output**: means any music, film or game output partially or totally generated by the Software;
- 1.9 **Terms and Conditions**: means these terms and conditions on which Auro Technologies supplies her Software and Documentation;
- 1.10 **Website**: means <http://www.auro-technologies.com>.

### 2. License

- 2.1 Auro Technologies retains all right, title and interest in the Software and its Documentation, and in all intellectual and industrial property rights and know how relating thereto including but not limited to, patents, copyrights, trademarks and trade secrets in or relating hereto. These shall be exclusively owned by Auro Technologies.
- 2.2 Auro Technologies grants the Licensee, who accepts, a non-exclusive, non-transferable and non-sub-licensable right to:

- use the Software and Documentation on one device at the time that Licensee directly owns or controls, i.e. in a non-concurrent way, to use the Software privately and internally;
  - create privately and internally Output and subsequently to commercialize the Output created by the Licensee upon the condition that this Output bears Auro Technologies' name or logo (as might be provided by Auro Technologies) in a normal, visible and readable way, according to common market practices.
- 2.3** Auro Technologies grants the Licensee, who accepts, a non-exclusive, non-transferable right to use the Decoder software component and Documentation on one device at the time that Licensee directly owns or controls, i.e. in a non-concurrent way, to privately and internally test and evaluate the Output on its quality.
- 2.4** This License only grants rights for one device for which Licensee will be provided with a plug in.
- 2.5** In no event shall Licensee be entitled to directly or indirectly use in any other way the License Software and/or Documentation.
- 2.6** No other rights are granted. For the sake of clarity, and without limitation, Licensee is not allowed (except to the extent expressly permitted by applicable compelling law or by terms and conditions regarding open source components in the Software):
- to assign or make any commercial use of the Software, Documentation and/or License with the only exception to commercialize the privately and internally created Output. For the sake of clarity, any commercial use of the Decoder software component is in any case strictly forbidden;
  - to duplicate the Software and the Documentation, except to make a backup copy of the Software for its own internal use in the event of a system failure;
  - to make any adaptations, modifications and/or derivative works or updates from and/or to the Software and the Documentation or any part thereof;
  - to cause the Software and Documentation (or in any similar way, the actual instruction sequences, internal logic, protocols, algorithms or other intellectual property represented with the interfaces of the Software exposed) to be disassembled, decompiled, reverse engineered;
  - to use the Software or Documentation in any other way as set out in article 2.2 and 2.3 This means that Licensee is not allowed, inter alia:(i) to use the Software on any smartphone, tablet, portable computer or PC that Licensee does not directly own or control; (ii) to distribute or make the Software or Documentation available over a network where it could be used by multiple devices at the same time; (iii) to rent, lease, lend, sell, redistribute or sublicense the Software or Documentation.
- 2.7** In no event shall Licensee misuse the Software and Documentation or names, logo's or trademarks of Licensor in any way whatsoever.
- 2.8** Any unlawful use or attempt to do one of the foregoing in article 2.6 or 2.7 is a violation of the rights of this License and will be subject to damages.
- 2.9** Consent to use of data. Licensee agrees that Licensor may collect and use technical data and related information, including but not limited to technical information about Licensee's devices, systems and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to Licensee (if any) related to the Software. Licensor may use this information, as long as it is in a form that does not personally identify Licensee, to improve its products or to provide its services or technologies.

### **3. Price and Payment**

- 3.1** The price of the Software will be as quoted from time to time on Auro Technologies' Website, except in cases of obvious error.
- 3.2** Prices are subject to change at any time, but changes will not affect orders for which an explicit order confirmation has already been sent by Licensor at the time of such price change.
- 3.3** Licensor is under no obligation to provide the Software to the Licensee at the incorrect lower price, even after Licensor has sent Licensee an explicit order confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by the Licensee as a

mispricing.

3.4 The License fee(s) paid pursuant to this article shall in any event be non-refundable.

#### **4. Changes to the Terms and Conditions**

Auro Technologies may at any time, and at its sole discretion, modify these Terms and Conditions with or without notice. Such modifications will be effective immediately upon posting.

#### **5. Term of the License**

5.1 The Licensee has the right to terminate the License at any time by giving written notice to Auro Technologies. Termination of the License does not however entitle the Licensee to any reimbursement whatsoever and entails the obligation upon the Licensee to destroy and erase all copies of the Software, the Documentation from all machine-readable media, whether online or on archival copies. Auro Technologies has the right to demand proof all copies of the Software, Documentation have been destroyed.

5.2 In the event of breach of any provision of these Terms and Conditions by the Licensee, Auro Technologies will have the right, at its sole discretion, to terminate the License with immediate effect and to remotely disable or uninstall the Software and Documentation in accordance with article 12.4 of these Terms and Conditions.

#### **6. Termination**

The License is effective until terminated by Licensor or Licensee. Licensee's rights under this License will terminate automatically without notice from the Licensor if Licensee fails to comply with any of these Terms and Conditions. Upon termination of the License, Licensee shall cease all use of the Software and Documentation and destroy all copies, full or partial, of the Software and Documentation.

#### **7. Assignment restrictions**

No License, nor any right, remedy, obligation or liability related thereto, may be assigned, sub-licensed or otherwise transferred in whole or in part by the Licensee.

#### **8. Limited warranty**

8.1 The Software and Documentation are provided "as is", without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, satisfactory quality, accuracy, quiet enjoyment or non-infringement of third party rights.

8.2 Auro Technologies does not warrant that the functions contained in the Software will meet the Licensee's requirements. The entire risk as to the use, quality, and performance or non-infringement of third party rights of the Software and Documentation is solely with the Licensee.

8.3 For the sake of clarity, Auro Technologies disclaims all warranty of any kind, either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, satisfactory quality, accuracy, quiet enjoyment or non-infringement of third party rights regarding the Licensed Application or Output, if any.

8.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AURO TECHNOLOGIES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY.

#### **9. Limitation of liability**

9.1 In no event will Auro Technologies, its content providers, its affiliates, and any of their respective directors, officers, employees, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, punitive or aggravated damages, including loss of data, lost profits, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES or other special, incidental, consequential or indirect damages OR PERSONAL INJURY, WITHOUT LIMITATION, arising out of or in connection with: thE website,

the use of THE LICENSED APPLICATION, Software, Documentation, or accompanying materials. This limitation will apply even if Auro Technologies or its authorized agent has been advised of the possibility of such damage. This exclusion of liability shall apply to the fullest extent permitted by law and this provision shall survive the termination of the License.

**9.2** The Licensee fully acknowledges that the License fee, to be determined pursuant to article 3, reflects this allocation of risk, and in no event can Auro Technologies be held liable for an amount exceeding the License fee effectively paid by Licensee pursuant to article 3.

**9.3** The Licensee will be fully liable for all damages resulting directly or indirectly from his/her incorrect use of the Website, License, Licensed Application, Software and Documentation.

## **10. Third Party Materials**

**10.1** The Web site, Software and Documentation may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Web site, Software or Documentation, Licensee acknowledges and agrees that Auro Technologies is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites.

**10.2** In addition, Third Party Materials that may be accessed from, displayed on or linked to from a smartphone, an audio player, a portable computer, a PC or a tablet may not be available in all languages or in all countries. The Licensor makes no representation whatsoever that such Third Party Materials are appropriate or available for use in any particular location.

## **11. Indemnification**

The Licensee agrees to indemnify and hold harmless Auro Technologies, its licensors, its content providers, its affiliates, and any of their respective directors, officers, employees, agents, licensees or other representatives from and against all claims, liability and expenses, including all legal fees and costs arising from or relating to (a) Licensee's breach of these Terms and Conditions; and (b) Licensee's use of this Website, the License, the Licensed Application, the Software or Documentation. This provision shall survive the termination of the License.

## **12. Breach of obligations - Sanctions**

**12.1** The Licensee fully acknowledges that the License, the Software and Documentation are very valuable, highly important and of strategic importance to Auro Technologies, and that any breach of the obligations set forth in these Terms and Conditions will cause great harm to Auro Technologies.

**12.2** Therefore it is agreed upon that the Licensee will pay Auro Technologies, prior to any legal discussion, the fixed damage sum of 350 EUR for each breach of these Terms and Conditions, without prejudice to Auro Technologies' right to prove and claim higher damages by any possible means.

**12.3** In addition to the abovementioned damages, the Licensee acknowledges that damages, in certain cases, could not be an adequate remedy for breach of any provision of these Terms and Conditions. Therefore Auro Technologies shall, in addition to the claim of damages, be entitled to the remedies of injunction, specific performance and any other equitable relief for any such threatened or actual breach.

**12.4** The Licensee fully acknowledges that, in the event of breach of any provision of these Terms and Conditions, Auro Technologies will have the right, at its sole discretion, to remotely disable or uninstall the Software and its Documentation, without any liability for Auro Technologies in this respect. The Licensee hereby explicitly authorizes Auro Technologies to remotely disable or uninstall the Software and Documentation on the Licensee's hardware by whatever means is at its disposal, whether technical or not.

## **13. Severability**

If any provision in these Terms and Conditions shall be held to be illegal, invalid or

unenforceable, in whole or in part, under any applicable law, such provision shall be deemed not to form part of these Terms and Conditions, and the legality, validity or enforceability of the remainder shall not be affected. The Licensee and Auro Technologies agree to use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

#### **14. Governing Law**

- 14.1** These Terms and Conditions shall be governed by and construed in accordance with the Laws of Belgium, excluding any other foreign legislation.
- 14.2** All disputes arising out or in connection with these Terms and Conditions, the License, the Software, and the Documentation shall be subject to the exclusive jurisdiction of the competent courts of Turnhout (Belgium), excluding any other court, and the procedure shall be conducted in the Dutch language.
- 14.3** The Licensee fully acknowledges and agrees the License, Software and Documentation will be deemed to have been provided/delivered in Belgium, and explicitly agrees the competent courts of Turnhout (Belgium) will have priority over other jurisdictions to decide on her own competence.