

## ZTX LE SOFTWARE LICENSE AGREEMENT

This licensing agreement ("Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, is entered into between Zynaptiq GmbH, Sandstr. 12, 30167 Hannover, Germany, represented by its CEO Denis Gökdog ("Zynaptiq") and

\_\_\_\_\_, represented by \_\_\_\_\_,  
its \_\_\_\_\_ ("Customer").

*Please note: If using ZTX LE in an iOS app, you need to fill out and sign the Agreement in the name of the company or legal entity as it appears on the iTunes AppStore so that we can identify you as a legal ZTX licensee.*

### 1. Grant of License

- A) Zynaptiq grants Customer a non-transferable, non-exclusive worldwide license (the "License") to
- i. use Zynaptiq's ZTX LE Version 1.x audio time stretching/pitch shifting static object library computer software for Windows, MacOS X, Apple iOS, Linux and Android (the "ZTX Software") for the purpose of changing speed and pitch of audio signals in Customer's own computer software product \_\_\_\_\_.  
For the avoidance of doubt, this agreement covers use in the specified software product only, use in other software products created by the Customer are not covered by this agreement.
  - ii. link the ZTX Software with Customer's own software project to produce an executable application (the "Product") that can be used by an end user.
  - iii. copy and distribute, and have copied and distributed, to its customers portions of the ZTX Software embedded into the Product (an "Integrated Product"), subject to the terms and conditions of this agreement.
  - iv. grant end users non-exclusive licenses to use the Integrated Product, subject to the restrictions contained in this agreement.

- B) Legal title to the ZTX Software, ZTX Software example files and ZTX Software documentation provided under this agreement shall remain in Zynaptiq as its sole property, subject to Customer's rights as specified in this agreement.

## 2. Use of ZTX Software

- A) Zynaptiq represents that it is the sole owner of the ZTX Software and that it has the right to grant the License.
- B) Customer will not remove any designation mark from any supplied material that identifies such material as belonging to or developed by Zynaptiq.
- C) Customer will not modify, rent, lease, loan or re-distribute the Software, example files or documentation in whole or in part other than as explicitly permitted in this agreement.
- D) Customer agrees not to disassemble, decompile, reverse engineer or otherwise reduce the ZTX Software to perceptible form.
- E) Customer agrees to include the following copyright notice in all printed or electronic documentation accompanying the Product, as well as within the Product's "Info Screen":

*"ZTX LE Time Stretch/Pitch Shift technology licensed from Zynaptiq GmbH, <http://www.zynaptiq.com/ztx>(c) Zynaptiq GmbH".*

In addition, Customer agrees to indicate on its website's Licensing Partners page that the Integrated Products contain Zynaptiq ZTX LE Time Stretch/Pitch Shift technology. Furthermore, Customer agrees to reference use of Zynaptiq ZTX LE technology wherever the functionality enabled by ZTX LE is mentioned for marketing purposes, including on Customer's web site, banner ads, email marketing, print ads, search engine advertisements, and to add a hyperlink to <http://www.zynaptiq.com/ztx/> to any mention of the technology in this context wherever reasonably applicable.

- F) Should Zynaptiq rename the Software, Customer agrees to modify the copyright notices and all other mentions as defined in 2(D) accordingly, within 3 months of receiving notification of such renaming.
- G) Customer may only distribute the ZTX Software as an integral part of an Integrated Product's executable as binary code. Customer specifically agrees that any Dynamic Link or Shared Object Library (.DLL or .SO) that includes the ZTX Software will not expose the ZTX source code or programming interface directly, and that the DLL will be designed to be restricted for use only within the Product.

- H) Customer may not sublicense the ZTX Software to other parties except as provided in paragraph 1(a).
- I) Customer agrees that the functionality of the ZTX Software comprises only a part of the functionality of the Product or Integrated Product, and that neither the Product's nor Integrated Product's sole purpose is in delivering the ZTX Software functionality to an end user.
- J) This license covers use of ZTX in a retail product sold or provided free to end-users only, other uses, such as for example OEM bundles or deployment pre-installed on mobile devices, are explicitly not covered.

### **3. Terms of Payment**

- A) This license fee for the use of ZTX LE software in accordance with this agreement is zero (0) US Dollars.

## 4. Representations and Warranties

- A) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE AND EXAMPLE FILES IS AT CUSTOMER'S SOLE RISK. THE SOFTWARE, RELATED DOCUMENTATION AND EXAMPLE FILES ARE PROVIDED 'AS IS' AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ZYNAPTIQ MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ZYNAPTIQ DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE AND THE EXAMPLE FILES WILL BE CORRECTED. FURTHERMORE, ZYNAPTIQ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE AND EXAMPLE FILES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ZYNAPTIQ OR A ZYNAPTIQ AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. WITHOUT LIMITING THE FOREGOING, ZYNAPTIQ DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND YOU EXPRESSLY ASSUME ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF THE SOFTWARE, WITHOUT LIMITATION. SHOULD THE SOFTWARE PROVE DEFECTIVE, CUSTOMER WILL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE ZTX LE SOFTWARE IS PROVIDED "AS IS" AND CUSTOMER DISCLAIMS ANY AND ALL OTHER WARRANTIES, SPECIFICALLY INCLUDING ANY WARRANTIES IMPLIED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
- B) UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ZYNAPTIQ BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF ZYNAPTIQ OR A ZYNAPTIQ AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ZYNAPTIQ'S TOTAL LIABILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO DAMAGES AND LOSSES, AND UPON ANY CAUSE OF ACTION WHATSOEVER (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), EXCEED THAT PORTION OF THE AMOUNT PAID THE CUSTOMER TO ZYNAPTIQ WHICH IS FAIRLY ATTRIBUTABLE TO THE SOFTWARE AND EXAMPLE FILES.
- C) Customer shall indemnify, defend and hold Zynaptiq, Zynaptiq's subsidiaries and affiliates and their respective directors, officers, partners, employees,

agents, successors and assigns for, from and against any and all claims, suits, demands, damages, liabilities, expenses (including, but not limited to, fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind arising from or relating to (i) any breach of this Agreement by Customer; and (ii) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with Customer's use of the ZTX Software in combination with other software not furnished by Zynaptiq; and (iii) changes made to the ZTX Software by Customer or someone acting on Customer's behalf.

## **6. Term of the Agreement**

- A) This Agreement is effective until terminated. Customer may terminate this License at any time by destroying the Software, related documentation and example files, and all copies thereof. This License will terminate immediately without notice from Zynaptiq if Customer fails to comply with any provision of this License. Upon termination Customer must destroy the Software, related documentation and example files and all copies thereof.
- B) Upon termination of this Agreement, Customer must immediately make all reasonable efforts to cease any and all deployment or distribution of Products containing ZTX Software.

## **7. Complete Agreement**

- A) This License constitutes the entire Agreement between the parties with respect to the use of the Software, the related documentation and fonts, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless laid down in writing and signed by Zynaptiq or a duly authorized representative of Zynaptiq.

## **8. Governing Law And Severability**

This License shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

Where the Licensee is located in the province of Quebec, Canada, or in Germany, the following clause applies: The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais. Beide Parteien vereinbaren, daß dieser Vertrag und alle dazugehörigen Informationen in englischer Sprache verfaßt werden.

## **9. Assignment**

This Agreement shall be binding upon and for the benefit of the Parties, their successors and assigns. Customer may assign its rights under this Agreement only with Zynaptiq's prior written consent.

## **10. Relationship of Parties**

- A) Each party is an independent contractor and not an agent or partner of, or joint venturer with, the other party for any purpose, and neither party shall by virtue of this agreement have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- B) Zynaptiq may use Customer's name and Product designation, including trademarks, in its marketing material and web site to denote the use of ZTX Software in Customer's Product and to promote its products and services.

## **11. Additional Copies**

Within thirty days of initial availability of Customer's Product, Customer agrees to provide to Zynaptiq, at no charge, two (2) licenses for said Product.

## **13. Notices**

All notices required by or related to this agreement shall be in writing and sent to the party at the addresses first written above by regular, international mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Zynaptiq:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Customer:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Customer's Contact Information for all matters related to Customer's Use of the Software:

Name: \_\_\_\_\_

Function: \_\_\_\_\_

email: \_\_\_\_\_

phone (optional): \_\_\_\_\_