

UNIVERSAL AUDIO, INC. WEBSITE TERMS OF USE

THANKS FOR VISITING THIS UNIVERSAL AUDIO, INC. WEBSITE (THE "UA WEBSITE"). PLEASE READ THESE TERMS OF USE (THE "GENERAL TERMS") AND THE PRIVACY POLICY LOCATED AT WWW.UAUDIO.COM/PRIVACY/HTML (THE "PRIVACY POLICY") CAREFULLY BEFORE USING THE UA WEBSITE.

YOU MAY NOT USE THE UA WEBSITE IF: (A) SUCH USE WOULD BE PROHIBITED BY ANY LAW, REGULATION OR GENERALLY-ACCEPTED PRACTICE OR GUIDELINE IN ANY APPLICABLE JURISDICTION (EACH, A "LAW") OR (B) YOU ARE LESS THAN FOURTEEN (14) YEARS OLD (UNLESS YOU HAVE OBTAINED WRITTEN PARENTAL CONSENT), MENTALLY INCAPACITATED OR OTHERWISE INCAPABLE OF ENTERING INTO A BINDING AGREEMENT WITH UNIVERSAL AUDIO, INC. ("UA").

ASSUMING NEITHER (A) NOR (B) OF THE PRIOR PARAGRAPH APPLY TO YOU, YOU MAY USE THE UA WEBSITE AS SET FORTH IN THESE GENERAL TERMS. YOU, PERSONALLY, SHALL BE BOUND BY THE GENERAL TERMS IN THE SAME MANNER AS IF YOU HAD SIGNED A WRITTEN AGREEMENT WITH UA, UNLESS YOU NOTIFY UA IN WRITING THAT YOU ARE USING THE UA WEBSITE ON BEHALF OF AN ENTITY, IN WHICH CASE, THAT ENTITY (THE "DESIGNATED ENTITY") SHALL BE BOUND BY SUCH TERMS AND CONDITIONS. IN SUCH EVENT, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOUR DESIGNATED ENTITY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THESE GENERAL TERMS.

SUBJECT TO THE FOREGOING, YOU OR, ALTERNATIVELY, YOUR DESIGNATED ENTITY (THE "END USER") AND UA HEREBY AGREE AS FOLLOWS:

1. **License Grant.** UA hereby grants End User a non-exclusive, non-sublicenseable, non-transferable license to access the UA Website, solely in object code format, solely during the Term (as defined in Section 3(a) below) and solely for internal, non-commercial purposes.

2. **Reservation of Rights; Express Restrictions.**

(a) **Reservation of Rights.** Except as expressly set forth in Section 1, UA retains all right, title and interest in: (i) all of the technology, features, functionality, data, written materials, photographs, images, trademarks, logos and other components of the UA Website (each, a "Website Component"), (ii) all Derivative Works of the Website Components and (iii) all Intellectual Property Rights in the items listed in (i) and (ii), except as expressly set forth in this Agreement. For purposes of this Agreement, "Derivative Work" means any revisions, modifications, translations, abridgment or compilation. "Intellectual Property Rights" means United States and foreign patents, utility models, trademarks, sound marks, copyrights, copyright registrations, mask work rights, trade secrets, moral rights, trade dress, know-how, algorithms, impulse responses and other intellectual property rights, whether currently existing or prospective, and including all applications therefor and reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world. The structure and organization of Website Components including, without limitation, the computer code embedded in the UA Website, are the valuable trade secrets and confidential information of UA and/or UA's Licensors (as defined in Section 2(b) below) and are protected by the copyright laws of the United States and other countries and by international treaty provisions.

(b) **Express Restrictions.** Without limiting the generality of Section 2(a) above, End User SHALL NOT:

- (i) Translate, adapt, reverse engineer, decompile, disassemble, create derivative works of or modify any Website Component;
- (ii) Copy, transmit, rent, sell, sublicense or otherwise make available any Website Component to any third party;
- (iii) Use any robot, spider or other automatic or manual process to monitor, access or copy any Website Component;
- (iv) Attempt to circumvent technical measures in any Website Component that are intended to detect and/or prevent misuse of the UA Website or otherwise monitor usage of the UA Website;
- (v) Publish, post, upload, e-mail, distribute, or otherwise disseminate (collectively, "Transmit") any files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of any Website Component or any other UA or third party asset;
- (vi) Interfere with or disrupt any Website Component or any of UA's servers or networks;
- (vii) Engage in any activity that would subject UA to public disparagement or scorn;
- (viii) Use any Website Component to extract information about usage, individual identities or users;
- (ix) Use any Website Component to transmit surveys, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- (x) Use any Website Component to transmit any material that is inappropriate, profane, defamatory, infringing, obscene or indecent or otherwise violates the legal rights of others;
- (xi) Use any Website Component to transmit any material that is copyrighted, patented, trademarked, protected by trade secret or otherwise subject to third party proprietary rights, unless End User is the owner of such rights or have permission from their rightful owner to post the material;
- (xii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- (xiii) Impersonate any person or entity, including, but not limited to, a UA representative, or falsely state or otherwise misrepresent End User's affiliation with a person or entity.

In addition, as to those features that require End User to register with UA, End User agrees that: (1) End User will provide accurate and complete information; (2) End User will promptly update End User's registration to keep it accurate, current, and complete; (3) End User is solely responsible for the activity that occurs on End User's account and End User must keep its account password secure; (4) End User will notify UA immediately of any breach (or suspected breach) of security or unauthorized use of End User's account; and (5) End User will not use anyone else's account without permission.

UA uses an application programming interface ("API") provided by YouTube to enable us to embed videos on UA Domains, curate playlists and offer other YouTube functionalities on UA Domains. By using the services enabled by the YouTube APIs, you are agreeing to be bound by the YouTube Terms of Service found at <https://www.youtube.com/t/terms>. You are also agreeing to be bound by the Google Privacy Policy found at <http://www.google.com/policies/privacy>.

3. **Term; Termination.**

(a) **Term.** These General Terms shall become effective on the day End User first accesses the UA Website (the "Effective Date") and shall continue in full force and effect unless and until these General Terms are terminated pursuant to Section 3(b) below (the "Term").

(b) **Early Termination.** This Agreement will terminate automatically without notice from UA if End User fails to comply with any term(s) of this Agreement. In addition, UA may terminate this Agreement at any time, for any reason effective immediately.

(c) **Obligations Upon Termination.** Upon termination of this Agreement, End User shall cease using the UA Website.

(d) **Survival.** Sections 2-15 shall survive termination of this Agreement; provided, however, such survival will not imply or create any continued right to use the UA Website after such termination.

4. **DISCLAIMER OF WARRANTIES.** ACCESS TO THE UA WEBSITE IS PROVIDED ON AN "AS-IS, AS-AVAILABLE" BASIS. UA AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES RELATED TO THE UA WEBSITE AND THE WEBSITE COMPONENTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITATING THE GENERALITY OF THE FOREGOING, UA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE IDENTITY OR TRUSTWORTHINESS OF ANY THIRD PARTY WHOSE PRODUCTS OR SERVICES ARE ACCESSIBLE THROUGH THE UA WEBSITE. END USER IS SOLELY RESPONSIBLE FOR ASSESSING THE ADVISABILITY OF ENTERING INTO A BUSINESS RELATIONSHIP WITH EACH SUCH THIRD PARTY AND, IF SO, UPON WHAT TERMS. THE FOREGOING DISCLAIMERS MAY NOT BE VALID IN SOME JURISDICTIONS. END USER MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. UA DOES NOT SEEK TO LIMIT ITS WARRANTY OR REMEDIES TO THE EXTENT NOT PERMITTED BY LAW.

5. **LIMITATION OF LIABILITY.** NEITHER UA NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY RELATED TO THE UA WEBSITE OR ANY WEBSITE COMPONENT. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, THE SOLE OBLIGATION OF UA AND/OR ITS LICENSORS TO END USER FOR DAMAGES SHALL BE LIMITED TO \$50.00.

6. **USER SUBMISSIONS.**

(a) The UA Website may now or in the future permit End User to submit data, ideas, text, graphics, messages, links, information, or other content ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. End Users understand that whether or not such User Submissions are published, UA does not guarantee any confidentiality with respect to any submissions.

(b) End User shall be solely responsible for End User's own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, End User affirms, represents, and warrants that End User owns or has the necessary licenses, rights, consents, and permissions to use and authorize UA to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the UA Website and these General Terms.

(c) UA does not claim ownership of User Submissions. However, End User hereby grants UA perpetual, irrevocable, worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content in connection with any aspect of UA's business.

7. SPECIAL COPYRIGHT CONSIDERATIONS.

(a) **Claim Submission.** If End User is a copyright owner or an agent thereof and believes that any User Submission or other content infringes upon End User's copyrights, End User may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (as defined below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit UA to locate the material;

(iv) Information reasonably sufficient to permit UA to contact End User, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that End User has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that End User is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(b) **Copyright Agent.** UA's designated Copyright Agent to receive notification of claimed infringement is Keith Koegler, General Counsel, who can be reached by email at copyright@ua.com or by fax at (831) 461-1550. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to UA customer service. End User acknowledges that if End User fails to comply with all of the requirements of this Section 7(b), End User's DMCA notice may not be valid.

(c) **Counter-Notice.** If End User is the owner of a User Submission that was removed (or to which access was disabled) and such End User reasonably believes that its User Submission is not infringing, or that End User has the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in the User Submission, End User may send a counter-notice containing the following information to the Copyright Agent:

(i) End User's physical or electronic signature;

(ii) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

(iii) A statement that End User has a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

(iv) End User's name, address, telephone number, and e-mail address, a statement that End User consent to the jurisdiction of the federal court in Santa Clara County, California, and a statement that End User will accept service of process from the person who provided notification of the alleged infringement.

If the UA Copyright Agent receives a counter-notice in accordance with this Section 7(c), UA may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at UA's sole discretion.

(d) **Removal Policy.** For matters involving alleged copyright infringement, UA intends to follow the requirements of the DMCA in deciding whether to remove a User Submission from the Website. In all other matters, UA reserves the right to remove User Submissions without prior notice if UA determines, in its sole discretion, that such User Submission has violated a provision of these General Terms.

8. **Export Rules.** End User acknowledges that UA's products and services are subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Customer will comply with the Export Laws. End User will not ship, transfer, export, or re-export such products or services, directly or indirectly, to: (a) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Russia, Belarus, Cuba, Iran, North Korea, Sudan, and Syria) (each, an "Embargoed Country"); (b) any end user whom End User know or have reason to know will utilize them in the design, development, or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (each, a "Prohibited Use"); (c) or any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government (each, a "Sanctioned Party"). In addition, End User's are responsible for complying with any local laws in Customer's jurisdiction which may impact Customer's right to import, export or use UA's products and services. End User represents and warrants that End User: (x) is not a citizen of, or located within, an Embargoed Country; (y) will not use any UA product or service for a Prohibited Use; and (z) is not a Sanctioned Party. All rights to use the UA Website and UA's products and services are granted on condition that such rights are forfeited if Customer fails to comply with the provisions of these General Terms.

9. **Indemnity.** End User agrees to defend, indemnify and hold harmless UA, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees) arising from End User's use of the UA Website or any Website Component including, without limitation, (i) End User's violations of any provision of these General Terms, (ii) End User's violation of any third part right, including, without limitation, any copyright, property or privacy right or (iii) any claim that one of End User's User Submissions caused damage to a third party. This defense and indemnification obligation will survive these General Terms and End User's use of the UA Website.

10. **Discontinuation of Products or Services.** Nothing contained herein shall be construed as limiting UA's right to discontinue any of its products, models, parts and accessories, and/or support for any of the foregoing or to limit UA's right to change the specifications for the foregoing at any time without notice or liability to any third party.

11. **Entire Agreement.** These General Terms set forth the entire agreement of the parties relating to the subject matter hereof and supersede all prior and contemporaneous oral and written agreements and understandings with the respect to the same; provided however, that if (a) End User downloads any UA software from the UA Website or otherwise accesses any product(s) or services via the UA Website and (b) End User's use of such products or services is conditioned on End User's acceptance of terms and conditions contained in a separate agreement with UA (the, "Additional Terms"), the Additional Terms shall also apply. To the extent there is a conflict between one or

more terms in these General terms and the Additional Terms, the Additional Terms shall take precedence in relation to that product or service.

12. **Modification.** UA may change the General Terms at its sole discretion. If UA changes the General Terms, then UA will make a new copy available at www.uaudio.com/terms.html. End User's use of the UA Website is subject to the most version of the General Terms that are in effect at the time of such use.

13. **Severability.** In the event that a provision of these General Terms is deemed to be invalid, the parties agree that the remaining portions of these General Terms will remain valid, and further agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and effect of the invalid provision.

14. **Governing Law and Jurisdiction.** THESE GENERAL TERMS ARE MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF CALIFORNIA, U.S.A. The parties agree that the Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply with respect to these General Terms or the parties' relationship. Subject to the last sentence of this section, any claim, dispute or controversy arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the provisions of the commercial or business rules of the American Arbitration Association. The arbitration shall be held in Santa Clara, California. Notwithstanding the foregoing, a party may seek preliminary judicial relief (such as a preliminary injunction) from the state and federal courts located in Santa Clara County, California if, in its judgment, such action is necessary to avoid irreparable damage, and such courts shall have exclusive jurisdiction and venue over all matters relating to such preliminary relief.

15. **UA Trademarks.** 1176, 1176 LN, 175-B, 176, APOLLO, APOLLO TWIN, ARROW, ASTRA MODULATION MACHINE, BOCK, BOCK AUDIO and BOCK AUDIO logo, CENTURY TUBE CHANNEL STRIP, CYCLOSONIC PANNER, DEL-VERB, DREAMVERB, DYTRONICS, EQP-1A, GOLDEN REVERBERATOR, GOLDEN REVERBERATOR & UA Diamond Design, GOLDEN REVERBERATOR & UA Diamond Design (Series), HELIOS, LA-2A, LA-3A, LUNA, OPAL, OX, OX AMP TOP BOX & Design, OXIDE, POWERED PLUG-INS, RAYMOND, SHAPE, SOUNDELUX and SOUNDELUX USA logo, SPHERE, SPHERE UNIVERSAL AUDIO and UA Diamond Design, STANDARD and UA Diamond Design, STARLIGHT ECHO STATION, TELETRONIX, THE AUTHENTIC SOUND OF ANALOG, TOWNSEND LABS, TRI-STEREO CHORUS, U UNISON PREAMPS & Design, UA Diamond Design, UAD, UAD 2 POWERED PLUG-INS, UAD SPARK, UAD-2 LIVE RACK, UAFX (Stylized), UNIVERSAL AUDIO, UNIVERSAL AUDIO and UA Diamond Design, VOLT UNIVERSAL AUDIO and UA INC. Diamond Design, APOLLO | X, DREAM 65, POLYMAX, RUBY 63, SETTING THE TONE SINCE 1958, SOUNDELUX USA, SPHERE UNIVERSAL AUDIO and UA Diamond Design, UNIVERSAL AUDIO APOLLO, UNIVERSAL AUDIO UAD, VOLT UNIVERSAL AUDIO and UA Diamond Design, WATERFALL B3, WOODROW 55, are among the trademarks, trade names, and service marks owned by UA that may appear on the Site, many of which are registered in the United States and other countries. This is not a comprehensive list of all UA trademarks. All UA trademarks inure to the benefit of UA. Other trademarks and trade names that may appear on the Site and which are not owned by UA are owned by the respective owners.

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