

Test License Agreement

This test license agreement (the “Agreement”) is entered into on April 24, 2024 (the “Effective Date”) by and between Audible Magic Corporation, a Delaware corporation (“Audible Magic”), with an address at 985 University Avenue, Suite 35, Los Gatos, California 95032 and Company Name, a State/Country of Incorporation Corporation, with an address at address, city, state, postal code, country.

In consideration for Audible Magic providing test access to Audible Magic’s technology and services (“Products”) for internal evaluation, Licensee agrees to be bound by the terms and conditions of this Agreement.

Now, therefore, the parties hereby agree as follows:

1. **LICENSE GRANT.** Audible Magic grants Licensee a non-exclusive and non-transferable license to use the executable code version of the Products free of charge for the sole purpose of (i) evaluation and trial or (ii) development of demonstration applications for internal use or for prospective and existing customers, for a limited time. Licensee may not use the Products for any other purpose, including without limitation, operation of its business, development of other services and/or applications for ongoing use, or providing ongoing services to others. Licensee may make a limited number of copies of the Products as required to conduct its evaluation and application development and demonstration, provided each copy is governed by the terms of this Agreement. While Audible Magic intends to distribute a commercial release of the Products, Audible Magic reserves the right at any time not to release a commercial release of the Products or, if released, to alter prices, features, licensing terms, or other characteristics of the commercial release.
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4. **DEMONSTRATION APPLICATIONS.** Licensee undertakes to ensure that every product demonstration or demonstration application incorporating or using the Products, made or developed by or on behalf of the Licensee under this agreement displays the Audible Magic logo and the words “Powered by Audible Magic” (the “Attribution”) in a prominent manner. In the case of any application or visual demonstration, the Attribution shall be displayed on at least the opening and closing screens. Licensee is allowed to use Products to demonstrate Licensee's software to individual customers, partners, and investors on a limited basis without prior approval. Licensee will not without the prior written consent of Audible Magic, demonstrate any product or application incorporating or utilizing the Products in any public forum including, without limitation, in any press or media interviews, on the internet, in advertising or promotional material, or at any trade fair or conference. During and after the term of this agreement, Audible Magic may use any application developed by or on behalf of the Licensee under this agreement for the purposes of displaying and demonstrating the capability of AudibleMagic products and services to any third party provided that (i) the application has been publicly released, or (ii) Licensee has consented in writing to such use by Audible Magic.
5. **CONFIDENTIALITY.** The Products and the Test are Confidential Information. Except as expressly



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9. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) This Agreement shall be governed by the laws of the State of California, U.S.A., excluding its conflict of law provisions. (d) Unless otherwise agreed in writing, all disputes relating to this Agreement

(excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Santa Clara County, California with the losing party paying all costs of arbitration. (e) This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile, email or Internet transmission.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date set forth above.

Signer's Job Title:

x

x

Vance Ikezoye

Signed By Vance Ikezoye

Signed On: June 17, 2019



Signature Certificate

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