

Calrec Audio Ltd General Terms of Use

Effective date: [November 3rd 2023]

These General Terms of Use (“**General Terms**”), along with any applicable Additional Terms (see section 1.2 (Additional Terms) below) (collectively, the “**Terms**”) govern your use of and access to our websites, web-based applications and products, customer support, discussion forums or other interactive areas or services, and services (collectively, the “**Services**”) and your installation and use of any software that we may include as part of the Services, including, without limitation, mobile and desktop applications, Sample Files and Content Files (defined below), scripts, instruction sets, and related documentation (collectively, the “**Software**”). If you have entered into another agreement with us concerning specific Services and Software, then the terms of that agreement control where it conflicts with the Terms.

By using the Services or the Software, you affirm that you are of legal age to enter into the terms, or, if you are not, that you have obtained parental or guardian consent to enter into the terms.

1. Your Agreement with Us.

- 1.1. **Contracting Business.** We are Calrec Audio Ltd, a company registered in England and Wales whose address is at Nutclough Mill, Hebden Bridge, West Yorkshire, HX7 8EZ. Your contract and relationship is with us and these Terms are governed by, and construed and interpreted in accordance with, the laws of England and Wales.
- 1.2. **Additional Terms.** Our Services and Software are licensed, not sold, to you, and also may be subject to one or more additional terms (“**Additional Terms**”). If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to those Services or Software. The Additional Terms are subject to change as described in section 1.4 (Updates to Terms) below. The Additional Terms will contain links to any third-party software, or open source software, terms and conditions you must comply with in respect of the Services and Software.
- 1.3. **Business Users.** If you received a “**Business User License**” (which is defined as the right to use, access, and consume the Services and Software) from an organization or group, including but not limited to a business or any other commercial entity, government entity, non-profit organization, or educational institution (each, a “**Business**”) under one of our business plans, then (A) you are a “**Business User**” of such Business; (B) your profile associated with such Business User License is a “**Business Profile**”; and (C) all references to “**you**” in the Terms will mean such Business and its Business Users, as applicable. If you are a Business User, you agree that, due to your

receipt of Business User Licenses from such Business, (1) we may provide such Business with the ability to access, use, remove, retain, and control your Business Profile and all Content therein whether uploaded or imported before or after the date the Terms were last updated; (2) your use of the Services and Software is governed by such Business's agreement with us; and (3) we may provide your personal information to such Business. If you are a Business User with Business User Licenses from multiple Businesses, you may have separate Business Profiles associated with each Business. As a Business User, you may have different agreements with or obligations to a Business, which may affect your Business Profile or your Content. We are not responsible for any violation by you of such agreements or obligations. If you did not receive Business User Licenses from a Business, then (a) you are a "**Personal User**"; (b) your profile is a personal profile; (c) you maintain sole access and control over all Content in your personal account or personal profile (except as otherwise indicated in the Privacy Policy); and (d) all references to "**you**" in the Terms will mean you as an individual. If you receive Services and Software through a personal plan and from a Business, then you are both a Personal User and a Business User. You are a Personal User when you utilize the Software and Services you obtained through your personal plan, and you are a Business User when you utilize your Business User Licenses provided by a Business.

- 1.4. **Updates to Terms.** We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or when the Terms otherwise become effective. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Software confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services and Software and, if applicable, cancel your subscription.

2. Privacy.

- 2.1. **Privacy.** For information about how we collect, use, share, or otherwise process information about you and your use of our Services and Software, please see our Privacy Policy.
- 2.2. **Our Access to Your Content.** We will only access, view, or listen to your Content (defined in section 4.1 (Content) below) in limited ways, and only as permitted by law. For example, in order to provide the Services and Software, we may need to access, view, or listen to your Content to (A) respond to Feedback or support requests; (B) detect, prevent, or otherwise address fraud, security, legal, or technical issues; and (C) enforce the Terms.

2.3. Data Protection Agreements. In some countries, the law requires that we put a data protection agreement in place with a Business customer if we handle Personal Data (as defined in the applicable agreement) for you as part of our Services and Software. These agreements are the EU Data Processing Agreement or Data Protection Terms:

2.3.1. European Economic Area (“EEA”) and United Kingdom (“UK”) Data Processing Agreement (or “DPA”). The DPA terms apply where you provide Personal Data (as defined in the DPA) collected from individuals from countries in the EEA and the UK and where our Business customer is a **“Controller”** and we are a **“Processor”** under the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**) or the UK’s GDPR equivalent. The DPA terms can be provided upon request from a Business.

2.3.2. Data Protection Terms. The Data Protection Terms apply where our Business customer provides Personal Data (as defined in the Data Protection Terms) collected from individuals within the scope of the GDPR or the UK’s GDPR equivalent and where we are Processing (as defined in the Data Protection Terms) this data at your instruction and on your behalf. The Data Protection Terms can be provided upon request from a Business.

2.4. Sensitive Personal Information. You agree not to collect, process or store any Sensitive Personal Information (as defined below) using the Services and Software, except as (A) directly authorized by us, (B) intended by the Services and Software or (C) governed by the Additional Terms, as applicable. You agree not to transmit, disclose or make available Sensitive Personal Information to us or our third-party providers. **“Sensitive Personal Information”** means an individual’s financial information, data concerning an individual’s sexual behavior or sexual orientation, medical or health information protected under any health data protection laws, biometric data, personal information of children protected under any child data protection laws (such as the personal information defined under the U.S. Children’s Online Privacy Protection Act (**“COPPA”**)) and any additional types of information included within this term or any similar term (such as “sensitive personal data” or “special categories of personal information”) as used in applicable data protection or privacy laws. If you are a Business, you also agree to ensure Business Users’ compliance with this section 2.4 (Sensitive Personal Information).

2.5. Transfer of Personal Information. We process and store information in the U.S. and other countries. By using our Services and Software, you authorize us to transfer your personal information across national borders and to other countries where we and our partners operate.

3. Use of Services and Software.

- 3.1. **License.** Subject to your compliance with the Terms and applicable law, we hereby grant you a non-exclusive, limited, revocable right for you to install, access and use the Services and Software that we make available to you, and that you license from us. Each license is to be used by only one (1) person and cannot be shared. At the end of your license term, your license(s) will expire as set forth in your order document(s). The version(s) of the Services and Software available at your renewal date may be different from the version(s) available when you first licensed them from us. The versions of the Services and Software that we support can be found [here](#). You agree that your decision to use, access, or license the Services and Software is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.
- 3.2. **Our Intellectual Property.** We (and our licensors, as applicable) remain the sole owner of all right, title, and interest in the Services and Software. Except as stated in the Terms, we do not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Services or Software. This means you may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. We reserve all rights not granted under the Terms.
- 3.3. **Storage.** We recommend that you back up your Content elsewhere regularly, even if the Services provide storage and this functionality is enabled by the applicable Services. We may create reasonable technical limits, such as limits on file size, storage space, processing capacity, and other attributes. We may suspend the Services until you are within the storage space limit associated with your account. At the end of your license term, we will use commercially reasonable efforts to allow you to transition your Content out of the Services. The transition must be completed within thirty (30) days from the date of the termination or expiration of your license term. At the end of this 30-day transition period, we reserve the right to delete your Content. You should download any Content that you have stored in the Services before your license ends.
- 3.4. **User-Generated Content.** We may host user-generated content from our users. If you access our Services, you may come across user-generated content that you find offensive or upsetting. We bear no responsibility for such user-generated content and your sole remedy is to stop viewing the content. If available, you may also click on the “Report” button to report offensive user-generated content to us.
- 3.5. **Sample Files.** “Sample Files” means any of our provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other

trial purposes, which may be identified as sample files. Unless documentation or specific licenses (including but not limited to Additional Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable (except if you are a Business, then sublicensable only to your Business Users), and non-transferable license to use the Sample Files. Sample Files cannot be used for any other purpose than for which they were provided. You cannot distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and you cannot claim any rights in the Sample Files.

3.6. Content Files. “**Content Files**” means any of our assets provided as part of the Services and Software. Unless documentation or specific licenses (including but not limited to Additional Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable (except if you are a Business, then sublicensable only to your Business Users), and non-transferable license to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files, or derivations thereof, are embedded for your use (“**End Use**”). You may modify the Content Files prior to embedding them in the End Use. You may reproduce and distribute Content Files only in connection with your End Use, however, under no circumstances can you distribute the Content Files on a stand-alone basis, outside of the End Use.

3.7. Free Memberships, Offers, and Trials. We may provide free memberships, offers, and trial subscriptions in our sole discretion. If access to the Services and Software is provided to you for free or for trial purposes, such access is governed by the Terms. At any time prior to or during the free or trial period, we may, in our sole discretion, terminate the free or trial access without prior notice and without any liability to you, to the extent permitted under applicable law, for any reason, including to prevent abuse of the free or trial access. After the free or trial access period expires, you may continue using the Services or Software only by enrolling in a paid subscription, if available, or as otherwise permitted by us. During the free or trial period, no express or implied warranties shall apply to the Services and Software; all Services and Software are provided “as-is” with all defects, and no technical or other support is included.

3.8. Other License Types.

3.8.1. Pre-release or Beta Version. We may designate the Services and Software, or a feature of the Services and Software, as a prerelease or beta version (“**Beta Version**”). A Beta Version does not represent the final Services and Software and may contain bugs that may cause system or other failure and data loss. We may choose not to release a commercial

version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so. In exchange for your use of a Beta Version, you agree that we may collect data, including crash data, regarding your use of the Beta Version and analyze your Content, including manual review, to improve our Services and Software and to personalize your experience. If you do not wish to have your usage tracked or Content analyzed, you must discontinue your use of the Beta Version by uninstalling such Beta Version or utilizing a non-Beta Version of the Services and Software. Any separate agreement we enter into with you governing the Beta Version will supersede these provisions.

3.8.2. Third-Party Services and Software. We may make third-party software and services (including plug-ins and extensions) available to you through the Services and Software as a convenience. Third-party software and services are not Services and Software as defined in the Terms and your acquisition and use of such third-party software and services is solely between you and the third party. You are responsible for complying with all applicable third-party terms.

4. Your Content.

4.1. Content. “**Content**” means any text, information, communication, or material, such as audio files, video files, electronic documents, or images, that you upload, import into, embed for use by, or create using the Services and Software. We reserve the right (but do not have the obligation) to remove Content or restrict access to Content, Services, and Software if any of your Content is found to be in violation of the Terms. We do not review all Content uploaded to the Services and Software, but we may use available technologies, vendors, or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior.

4.2. Licenses to Your Content. Solely for the purposes of operating or improving the Services and Software, you grant us a non-exclusive, worldwide, royalty-free sublicensable, license, to use, reproduce, publicly display, distribute, modify, create derivative works based on, publicly perform, and translate the Content. For example, we may sublicense our right to the Content to our service providers or to other users to allow the Services and Software to operate as intended, such as enabling you to share photos with others. Separately, section 4.4 (Feedback) below covers any Feedback that you provide to us.

4.3. Ownership. As between you and us, you (as a Business User or a Personal User, as applicable) retain all rights and ownership of your Content (or where applicable, you must ensure that you or the Business (as applicable) have a

valid license to the Content). We do not claim any ownership rights to your Content.

- 4.4. **Feedback.** You may, at your own discretion, choose to provide us with ideas, suggestions, proposals, or bug or crash reports for the Services and Software ("**Feedback**"). In such event, you agree that we are the owner of such Feedback, and we are free to use it for our business purposes, including by incorporation into the Services and Software without any payment or attribution or other obligation to you. You warrant that you own all the rights and interests in and to the Feedback and you hereby assign all the rights and interests in and to the Feedback to us.

5. Your Account.

- 5.1. **Account Information.** You, as a Personal User or a Business User, are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. You may not (A) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Services and Software.

- 5.2. **Account Security.** You are responsible for taking reasonable steps to maintain the security and control of your Account. We may require you to enable multi-factor authentication and provide a phone number or an alternate email for security purposes. We assume no responsibility for any loss that you may sustain due to a compromise of your account login credentials, or your failure to follow or act on any notices or alerts that we may send to your email address or telephone number. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you, and you are also responsible for carefully reviewing any messages purporting to be from us to ensure they are legitimate. We assume no responsibility if you are unable to access your Account because you cannot provide the appropriate login credentials, such as a password, email address, or telephone number. If you suspect that your Account or any of your security details have been compromised, please contact your account administrator or Customer Care.

6. User Conduct.

You must use the Services and Software responsibly and not misuse the Services and Software. For example, you must not:

- 6.1. use the Services and Software without, or in violation of, a written license or agreement with us;
- 6.2. copy, modify, host, stream, sublicense, or resell the Services and Software;

- 6.3. enable or allow others to use the Services and Software using your account information;
- 6.4. offer, use, or permit the use of or access to the Services and Software in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as a part of a hosted service, or on behalf of any third party;
- 6.5. construct a database or dataset using, including, or comprised of the Content Files;
- 6.6. access or attempt to access the Services and Software by any means other than the interface we provide or authorize;
- 6.7. circumvent any access or use restrictions put into place to prevent certain uses of the Services and Software;
- 6.8. Share Content or otherwise engage in behavior that violates anyone's Intellectual Property Rights. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights;
- 6.9. Share any Content or engage in behavior that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, invasive of another's privacy, hateful, or otherwise objectionable;
- 6.10. Share any Content that sexualizes minors or that is intended to facilitate inappropriate interactions with minors, other users, or the public;
- 6.11. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including not disclosing an applicable sponsorship or endorsement relationship when you leave a review;
- 6.12. attempt to disable, impair, or destroy the Services and Software;
- 6.13. upload, transmit, store, or make available any Content, or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services and Software;
- 6.14. disrupt, interfere with, or inhibit any other user from using the Services and Software (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);
- 6.15. use any data mining or similar data gathering and extraction methods in connection with the Services and Software, including data scraping for machine learning or other purposes;
- 6.16. artificially manipulate or disrupt the Services and Software

- 6.17. create accounts for the purpose of violating the Terms or our policies (or other types of actions taken by us), including, but not limited to, creating fake accounts, or for circumventing account termination;
- 6.18. manipulate or otherwise display the Services and Software by using framing or similar navigational technology; or
- 6.19. violate applicable law.

7. Fees and Payment.

7.1. Taxes and Third-Party Fees. You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, VAT, foreign exchange fees, and foreign transaction fees). Please understand that applicable taxes may change, depending upon the rules of the taxing jurisdiction, and applicable third-party fees may change as well. We are not responsible for taxes or third-party fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. If you are located in a different country from us, your payments will be made to a foreign entity.

7.2. Payment and Credit Card Information.

7.2.1 Subscription and Payment Periods. When you elect a subscription, there are license fees we charge you for that subscription. Depending on the subscription we offer, you might be able to elect a payment schedule that is different from your subscription period. Simply as an example, you might have a month-to-month subscription, paid monthly, or an annual subscription, paid monthly, quarterly, annually or otherwise. A month-to-month subscription means that you are signing up for a new subscription each month, and it is not the same as a longer subscription period that you elect to pay monthly.

7.2.2 Amounts Owed May Fluctuate During Your Subscription. The amount due for any subscription may vary, even if you have an annual subscription paid monthly. Because of the variability of taxes/VAT, your actual amount due may vary during your subscription. This is not because we have changed the fees we charge, but rather it is because the tax/VAT amount has changed. This may be the case even for an annual subscription that is paid monthly.

7.2.3 Subscription Fee Changes. We may change our fees or charges associated with any subscription from time to time. We will not change our fees to you during an existing subscription period, and we will inform all current subscribers in advance of any updates to our pricing and the dates

those new fees will apply to new subscriptions. We will always give you adequate notice of changes to our fees so you can choose whether to renew your subscription / allow your subscription to renew. Note that fluctuations in your payment amount due to changes to taxes/VAT (see 7.2.2 above) do not constitute a change to the actual subscription fee.

7.2.4 Credit Card Information. You authorize us or our authorized vendor(s) to store your payment method and use it for payment of your use of the Services and Software as described in a subscription. To avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information. You authorize us or our authorized vendor(s) to continue billing and charging your account for amounts owed (all fees and taxes) with the information that we obtain.

8. Your Warranty and Indemnification Obligations.

8.1. Warranty. You must have: (A) all necessary licenses and permissions to use and share your Content; and (B) the rights necessary to grant the licenses in the Terms.

8.2. Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim(s), demand(s), loss(es), or damage(s), including reasonable attorneys' fees, arising out of, or related to your Content, your use of the Services and Software (as applicable), your interactions with any other users or your violation of the Terms ("**Matter**"). We have the right to control the defense of any Matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any Matter.

9. DISCLAIMERS OF WARRANTIES.

9.1. Unless stated in the Additional Terms, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, we, our affiliates, and third-party providers ("Covered Parties") disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Covered Parties make no commitments about the content within the Services and Software. The Covered Parties further disclaim any warranty that (A) the Services and Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Services and Software will be effective, accurate, or reliable; (C) the quality of the Services and Software will meet your expectations; or (D) any errors or defects in the Services and Software will be corrected.

- 9.2. **The Covered Parties specifically disclaim all liability for any actions resulting from your use of any Services and Software. You may use and access the Services and Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any Service and Software.**
- 9.3. **If you post your Content on our servers to publicly share through the Services, the Covered Parties are not responsible for: (A) any loss, corruption, or damage to your Content; (B) the deletion of Content by anyone other than us; or (C) the inclusion of your Content by third parties on other websites or in other media.**

10. LIMITATION OF LIABILITY.

- 10.1. **Unless stated otherwise in the Additional Terms, in no event shall the Covered Parties be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; or (B) arising out of or in connection with your use of or access to the Services and Software.**
- 10.2. **Unless stated otherwise in the Additional Terms, our total aggregate liability in any matter arising out of or related to the Terms is limited to the greater of (A) US \$100; or (B) the aggregate amount that you paid for access to the Services and Software during the three-month period preceding the most recent event giving rise to the liability. Our suppliers will have no liability in any matter arising out of or related to the Terms.**
- 10.3. **These limitations and exclusions in this section 10 (Limitation of Liability) apply to the maximum extent permitted by law even if (A) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (B) the Covered Parties knew or should have known about the possibility of damages.**
- 10.4. **The Terms set forth the entire liability of the Covered Parties as well as your exclusive remedy with respect to access and use of the Services and Software. They apply to any theory of liability, including breach of contract or warranty, negligence, or other tortious action.**
- 10.5. **Nothing in the Terms limits or excludes any liability for death, or personal injury caused by negligence, for fraud, or for any other liability that cannot be limited or excluded under applicable law.**

11. Termination.

- 11.1. **Termination by You.** Unless stated otherwise in the Additional Terms, you may cancel any subscription and terminate your use of the Services and

Software at any time. Cancellation or termination of your account does not relieve you of any obligation to pay any outstanding fees associated with your subscription, including, but not limited to early cancellation fees.

11.2. Termination by Us. We may at any time immediately terminate or suspend your right to use and access the Services and Software, without refunds for any pre-paid fees, if in our sole discretion:

11.2.1. you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);

11.2.2. you fail to make the timely payment of fees for the Services and Software, if any;

11.2.3. you physically, verbally, or through other means abuse, threaten, bully, or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Services and Software);

11.2.4. you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or restrict your access to the Services or Software);

11.2.5. continuing to provide the Software or Services to you would violate any applicable law;

11.2.6. we elect to discontinue the Services and Software, in whole or in part if it becomes impractical for us to continue offering Services or Software in your region due to change of law, or other reason; or

11.2.7. there has been an extended period of inactivity in your free account.

11.3. If we terminate the Terms, or your use of the Services and Software for reasons other than for cause, as listed above, we will make reasonable efforts to notify you via the email address you provide to us, at least thirty (30) days prior to termination, with instructions on how to retrieve your Content. Upon termination by us, you may lose access to your Content.

11.4. If you believe your Account has been deactivated in error, you may submit an appeal by following the process outlined when you attempt to log into your account. If you have any related questions, please contact Customer Care marketing@calrec.com.

11.5. Survival. Upon the expiration or termination of the Terms, some or all of the Services and Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and the dispute resolution provisions stated in the Terms will survive.

12. Trade Sanctions and Export Control Compliance.

The Services and Software, and your use of them, are subject to laws, restrictions, and regulations of the United States and other jurisdictions that (A) govern the import, export, and use of the Services and Software; and (B) may, in our sole discretion, prohibit us from providing the Services and Software to you with or without notice, in which case no refunds will be provided for any pre-paid fees. By using the Services and Software, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Services and Software by the laws of any jurisdiction. Additionally, you agree not to upload to or transmit over any Services or Software any content that is controlled for export from the United States (including technical data controlled under the US International Traffic in Arms Regulations and technology controlled under the US Export Administration Regulations) without prior written approval from us.

13. Dispute Resolution.

13.1. Customer Care. Customer Care is available to address most concerns that you may have regarding our Services and Software. Contact Customer Care support@calrec.com.

13.2. Notice of Claim and Required Information. If you have any concern or dispute that Customer Care is unable to resolve (“**Claim**”), you agree to first try to resolve the dispute informally and in good faith by contacting us and providing a written Notice of Claim to the addresses below in section 17.2 (“**Notice of Claim**”). The Notice of Claim must provide us with fair notice of your identity, a description of the nature and basis of your Claim, and the relief you are seeking, including the specific amount of any monetary relief you are seeking, and cannot be combined with a Notice of Claim for other individuals.

14. Audit Rights.

If you are a Business, then we may, no more than once every twelve (12) months, upon at least seven (7) days’ prior notice to you, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality, to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that your installation and use of Services or Software comply with our Terms.

Additionally, you will provide us with all records and information requested by us within thirty (30) days of our request in order for us to verify that the installation and use of any and all Services and Software is in conformity with your valid licenses. If the verification discloses a shortfall in conformity with the licenses for the Services and Software, you will immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support or other applicable action in order to remedy any such non-conformity(ies).

15. Updates to Services and Software and Availability.

15.1. Updates to the Services and Software. We may modify, update, or discontinue the Services and Software (including any portions or features), which modifications, updates or discontinuations may, for clarity, be detrimental or result in a diminishment of value to you, at any time, without liability to you or anyone else. For changes to paid offerings that, in our reasonable discretion, are detrimental or result in a material diminishment of value to you, we will make reasonable commercial efforts to notify you of such modification, update, or discontinuation. If we discontinue the Services or Software in its entirety, we will use reasonable commercial efforts to allow you to transition your Content, and we may provide you with a pro rata refund for any unused fees for that Service or Software that you prepaid.

15.2. Availability. Our webpages may be accessible worldwide, but this does not mean all Services and Software are available in your country or that user-generated content available via the Services and Software is legal or available in your country. Access to certain Services (or certain Service features) or Software in certain countries may be blocked by us or foreign governments. It is your responsibility to make sure your use of the Services and Software is legal or available where you use them. Services and Software are not available in all languages.

16. No Modifications, Reverse Engineering, Artificial Intelligence/Machine Learning (AI/ML).

Certain elements of the Services and Software constitute our (or our licensors') confidential information. Except as expressly permitted in the Terms, you may not (and will not allow third parties to) (A) modify, port, adapt, or translate any portion of the Services or Software or create derivative works from the Services or Software; (B) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software; or (C) use, or allow third parties to use, the Services or Software, or any content, data, output, or other information received or derived from the Services or Software, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithm or artificial intelligence system that mimics or performs any function substantially similar to any function contained within the Services or Software. If the laws of your jurisdiction give you the right to decompile the Services or Software to obtain information necessary to render the licensed portions of the Services or Software interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a

reasonable fee, on your decompilation of the Services or Software to ensure that our and our licensors' and suppliers' proprietary rights in the Services and Software are protected.

17. Miscellaneous.

17.1. English Version. The English version of the Terms will be the version used when interpreting or construing the Terms.

17.2. Notice to Us. You may send notices to us at the following address

Calrec Audio Ltd
Nutclough Mill
Hebden Bridge
West Yorkshire
HX7 8EZ

17.3. Notice to You. We may notify you by your email or postal mail associated with your account, postings within the Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

17.4. Non-Assignment. You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may assign or transfer our rights under the Terms to a third party without your consent.

17.5. Government Terms. If you are a U.S. government entity, or if the Terms are or become subject to the Federal Acquisition Regulations (FAR), then the Services and Software, provided under the Terms are "Commercial Product(s) or Commercial Service(s)", as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Federal Government End Users (A) only as Commercial Products and Services; and (B) with only those rights as are granted to all other end users pursuant to the Terms. Unpublished rights are reserved under the laws of the United States.

17.6. Headings. Headings used in the Terms are provided for convenience only and will not be used to construe meaning or intent.

17.7. **Severability.** If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect and such provision shall be ineffective only to the extent of such invalidity or unenforceability.

17.8. **No Waiver.** Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

17.9. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to us) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

17.10. **Jurisdiction.** If you are a Business or Business User, you agree to commence any legal proceedings against us in our domestic courts and we may commence any legal proceedings against you in either our domestic courts or in your domestic courts. If you are a Personal User, you and we may commence legal proceedings against each other in either party's domestic courts.

18. Copyright Infringement

We respect the Intellectual Property Rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the laws of England and Wales.