

Ample Sound

END USER LICENSE AGREEMENT

(EULA)

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13 LIMITED WARRANTY

Ample Sound warrants that for ninety (90) days from the date of receipt of a new Product that such new Product will operate substantially in accordance with the documentation provided by Ample Sound with respect to such Product (the “Limited Warranty”).

14 CUSTOMER REMEDIES

Ample Sound’ s entire liability and your exclusive remedy for any breach of the Limited Warranty shall be, at Ample Sound’ s option, either (i) return of the purchase price you paid for the license for the Product, (ii) replacement of the defective media in which the Product is contained or (iii) to repair or replace the Product. You must return the defective Product to Ample Sound with a copy of your receipt and remove all copies of the defective Product from your computers or notify Ample Sound of any defective Product you have downloaded and remove all copies of the defective Product from your Computers. You will receive the remedy elected by Ample Sound without charge, except that you are responsible for any shipping expenses you may incur. The Limited Warranty is void if failure of a Product has resulted from an accident, abuse, misapplication, abnormal use, misconfiguration, or a virus. Any replacement Product will be

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18 ENTIRE AGREEMENT

This EULA, including any addendum or amendment to this EULA which is included with a Product, are the entire agreement between you and Ample Sound relating to such Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to such Product or any other subject matter covered by this EULA. To the extent the terms of any Ample Sound policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

19 GOVERNING LAW; VENUE

Ample Sound is a company organized under the laws of China with its headquarters in Beijing. This EULA will be governed by the laws of China, without regard to its conflict of laws principles. You consent and submit to the personal jurisdiction of the courts of China and agree that disputes regarding a Product and this EULA may be heard within the courts of China. You waive any objection in the nature of inconvenient forum with respect to such actions brought in the courts of China. In the event this EULA is translated into any other language, the English version of this EULA shall control. Notwithstanding the foregoing, Ample Sound shall be entitled to enforce and protect its rights under this EULA, in whole or in part, in any jurisdiction where you are located or in which Ample Sound (directly or through a subsidiary) has sufficient nexus to bring a claim and, in the event of a claim, the laws of such jurisdiction shall govern such claim and you hereby waive any objection in the nature of inconvenient forum with respect to such claim.

20 AMENDMENT

This EULA may not be modified except by a written addendum or an updated version of this EULA posted on Ample Sound' s website or emailed to you by a duly authorized representative of Ample Sound. Ample Sound shall have no obligation to notify you of any such modification. No provision hereof shall be deemed waived by Ample Sound unless such waiver shall be in writing (which may be done by email). If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. All references to "this EULA" shall be a reference to Ample Sound' s most recent EULA.

This EULA was last updated on January 1, 2023.

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