

HARMONIX APPLICATION END USER LICENSE AGREEMENT

This Application End User License Agreement (“EULA”) is an agreement between you (“you” or “your”) and Harmonix Music Systems, Inc. (“HMX” or “we” or “our” or “us”). This EULA governs your use of the application and any and all related documentation, and updates and upgrades that replace or supplement the application in any respect and which are not distributed with a separate license (collectively, the “Application”). The Application is licensed to you and not sold.

BY INSTALLING OR USING THE APPLICATION, YOU ACCEPT ALL TERMS AND CONDITIONS SET OUT IN THIS EULA. YOU AGREE THAT EACH TIME YOU USE THE APPLICATION (INCLUDING AS IT MAY BE UPDATED, UPGRADED OR EXPANDED FROM TIME TO TIME IN HMX’S SOLE DISCRETION), YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THIS EULA (INCLUDING ANY AMENDMENTS OR UPDATES THAT MAY HAVE BEEN MADE FROM TIME TO TIME. ALL USE OF THE APPLICATION IS SUBJECT TO THIS EULA, OUR TERMS OF USE AGREEMENT (WWW.HARMONIXMUSIC.COM/TERMS), PRIVACY POLICY (WWW.HARMONIXMUSIC.COM/PRIVACY), USER CONTENT SUBMISSION POLICY (WWW.HARMONIXMUSIC.COM/USER-CONTENT), AND ANY OTHER ADDITIONAL AGREEMENTS WE HAVE PROVIDED TO YOU AND THAT YOU HAVE AGREED TO BE BOUND BY (“ADDITIONAL AGREEMENTS”), WHICH ARE INCORPORATED BY REFERENCE INTO THIS EULA. BY INSTALLING AND/OR USING THIS APPLICATION, YOU WARRANT THAT YOU HAVE READ THIS EULA AND THE ADDITIONAL AGREEMENTS, YOU UNDERSTAND THE TERMS OF THIS EULA AND SUCH ADDITIONAL AGREEMENTS, ALL INFORMATION PROVIDED BY YOU TO ACCESS THE APPLICATION IS TRUTHFUL AND ACCURATE, AND YOU AGREE TO BE BOUND BY THIS EULA AND SUCH ADDITIONAL AGREEMENTS ON BEHALF OF YOURSELF AND, IF YOU ARE UNDER THE AGE OF 18, ON YOUR BEHALF BY YOUR PARENT OR LEGAL GUARDIAN.

If you do not agree to the terms of this EULA or any of the Additional Agreements, and/or you are under the age of 13, then do not install or use the Application.

We reserve the right to modify this EULA at any time, so please review it frequently either via the Settings or About section in your Application or by visiting the applicable website for the Application at <http://www.singspacegame.com/license>. Your continued use of our online and mobile products and services will signify your acceptance of the changes to this EULA.

SECTIONS 2 AND 3 BELOW DISCUSS THE INFORMATION AND DATA COLLECTED ABOUT YOU AND YOUR MOBILE ONLINE BEHAVIOR, AS WELL AS HOW IT IS SHARED BY HMX AND THIRD PARTIES.

IF YOU DO NOT AGREE TO THESE OR ANY OTHER SECTIONS OF THIS EULA, DO NOT INSTALL OR USE THE APPLICATION.

1. Limited License Grant and Terms of Use

- A. Grant. Through the download and/or purchase of the Application, you are acquiring and HMX grants you a personal, limited, non-exclusive, non-transferable license (without right to sublicense) to install and use the Application solely for your non-commercial use on a single, authorized mobile device as solely set forth in this EULA. Your acquired rights are subject to your compliance with this EULA, our Privacy Policy and our Terms of Use. Any commercial use is prohibited. You are expressly prohibited from sublicensing, renting, leasing, transferring or

otherwise distributing the Application or rights to use the Application. The term of your EULA shall commence on the date that you install or otherwise use the Application and shall end on the earlier of the date that you dispose of the Application or HMX's termination of this EULA.

- B. Further Restrictions. Your right to use the Application is limited to the license grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Application or any component of it, except as expressly authorized by HMX. Unless expressly authorized by HMX, you are prohibited from making a copy of the Application available on a network where it could be used by multiple users. You are prohibited from making the Application available over a network where it could be downloaded by multiple users. You may not remove or alter HMX's trademarks or logos, or legal notices included in the Application or related assets. Your right to use the Application is also predicated on your compliance with any applicable terms of agreements you have with third parties when using the Application.
- C. Reservation of Rights. You have obtained a license to the Application and your rights are subject to this EULA. Except as expressly licensed to you herein, HMX reserves all right, title and interest in the Application (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. This EULA is limited to the intellectual property rights of HMX and its licensors in the Application and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Application, or any component thereof, by any means whatsoever. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Application. All rights not expressly granted herein are reserved by HMX.
- D. Your Contributions. In exchange for use of the Application, and to the extent that your contributions through use of the Application give rise to any copyright interest, you hereby grant HMX an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Application and related goods and services including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to HMX's and other players' use and enjoyment of such assets in connection with the Application and related goods and services under applicable law. The license grant to HMX, and the above waiver of any applicable moral rights, survives any termination of this EULA. Any such contributions will be subject to HMX's User Content Submission Policy (available at <http://www.harmonixmusic.com/user-content>) and be considered to be "User Content" as it is defined therein.
- E. Access. You must provide, at your own expense, the equipment, Internet connections or devices and/or service plans to access and use this Application. HMX does not guarantee that this Application can be accessed on all devices or wireless service plans. HMX does not guarantee that this Application is available in all geographic locations. You acknowledge that when you use

this Application, your wireless carrier may charge you fees for data, messaging and/or other wireless access. Check with your carrier to see if there are any such fees that apply to you. **YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THIS APPLICATION FROM YOUR DEVICE.**

- F. **Application Updates.** You agree that the Application may automatically download and install updates, upgrades and additional features that HMX deems reasonable, beneficial to you and/or reasonably necessary. You acknowledge and agree that any obligation HMX may have to support the previous version(s) may be ended upon the availability of the update, upgrade and/or implementation of additional features. This EULA shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.
- G. **Rules and Guidelines.** The specific game rules, scoring rules, controls and guidelines for the Application can be found within the Application itself. Such rules, controls and guidelines form part of this EULA and you agree that you shall comply with them in respect of the Application which you choose to access and/or play.
- H. **Availability.** HMX has the right to withdraw or modify the Application (in whole or in part) and terminate this EULA at any time without liability to you for any reason, including, without limitation, technical reasons, to allow us to improve user experience, where we have legal reasons for doing so, because it no longer makes business sense for us to provide the Application or because we have altered the services we provide. There may also be times when the Application is not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis.
- I. **Virtual Currency and Digital Content.**
 - i. HMX may offer, for purchase, virtual coins, points or other virtual currencies (each individually or collectively referred to in this EULA as “Virtual Currency”). You may purchase Virtual Currency from us for real money if you are at least 18 years old. By purchasing or otherwise acquiring Virtual Currency, you obtain a limited license to access and select from content that HMX expressly makes available as part of this Application (the “Digital Content”). Virtual Currency has no monetary value and does not constitute currency or property of any type. Virtual Currency may be redeemed for Digital Content only. Virtual Currency cannot be sold or transferred, and cannot be exchanged for cash or for any other goods and services, except for the Digital Content. Virtual Currency is non-refundable and our performance of services begins promptly once your purchase of Virtual Currency is complete. You are not entitled to a refund for any unused Virtual Currency. You agree that you will only obtain Virtual Money and Digital Content from us and not from any third party.
 - ii. During the term of your Virtual Currency license, you have the right to redeem Virtual Currency for selected Digital Content. HMX does not guarantee that any particular item offered as part of this Application will be available at all times or at any given time. HMX does not guarantee that we will continue to offer particular items for any particular length of time. HMX reserves the right to change and update our inventory of Digital Content without notice to you. Once you have redeemed Virtual Currency for Digital

Content, that content is not returnable, exchangeable, or refundable for Virtual Currency or for cash, or other goods or services.

- iii. When you acquire Digital Content, you receive a limited license to use Digital Content for your personal non-commercial use with any specified permitted services that HMX identifies from time to time. HMX reserves all right, title and interest in Digital Content and all associated copyrights, trademarks, and other intellectual property rights therein. This Digital Content license is limited to the intellectual property rights of HMX in the Digital Content and does not include any rights to other patents or intellectual property. You may not remove, alter, or obscure any identification, copyright, or other intellectual property notices in the Digital Content.
- iv. The term of your Virtual Currency and Digital Content license starts when you acquire Virtual Currency and/or Digital Content, and subject to this EULA, ends the earlier of (1) the second anniversary of the date of purchase or award (as the context requires and applicable to each individual purchase or award) and (2) the day that your access to this Application is cancelled, suspended or terminated as set forth in this EULA. If you have not used your Virtual Currency for twenty four (24) months or more and your account has a Virtual Currency balance, your Virtual Currency may expire and your account may be cancelled for non-use.

2. Consent to Use of Data.

- A. To facilitate product support, product development and improvement as well as provide other services to you, you agree that HMX and certain third parties listed in Appendix A may use cookies, web beacons and other analytic technologies to collect, use, store and transmit technical and related information regarding your mobile device (including MAC Address and/or unique device id or UDID), IP address, geo-location, device make and model, operating system, software and applications, including application usage data. In addition, HMX and/or third parties may collect, store, use and transmit game play data, third party account authorization data, session data, browser identifiers, connection type, carrier information as well as online and Application usage and other purchase metrics, statistics and/or analytics. HMX may use this information alone and in combination with information you provide to HMX directly (if any) to help HMX develop and improve its products and services, tailor and customize your experience and otherwise understand which HMX applications you are using. **Data collected by third parties will be collected, used, stored, transferred and disclosed pursuant to the third party's privacy policy. See Appendix A for a non-exclusive list of third parties that may collect data via this Application.** Appendix A may include analytics companies and ad networks discussed in more detail in Section 3 below and includes URL's for those third parties' privacy policies and opt outs (if applicable). For data collected by or transferred to HMX, HMX may collect, use, store, share and transmit this information to third parties in a form that does not personally identify you in accordance with HMX's Privacy Policy located at <http://www.harmonixmusic.com/privacy>. Notwithstanding the above, if you purchase any Virtual Currency via the Application, we do not collect or store any payment information from you.

- B. You may allow the Application to interact with a third party social network or platform. If you use our Application and you agree to allow it to interact with a social network or platform, you are giving us permission to use your personal information which that social network or platform shares with us that will allow us to identify you. You are also granting us permission to help your contacts on that network find you so that you can play socially. This is intended to make the Application more enjoyable for you and others that use the Application on the social network or platform. These social networks or platforms are created and maintained by a third party which is not a part of, or controlled by HMX. Any information that we may collect may be subject to the policy of any social network that you may agree to link the Application to. You should ensure that you read the social network's terms of service and privacy policies to understand how they treat your data and what data they might share with the Application. If you do not agree to these practices you should make changes to what data a third party social network shares with us or not allow the Application to interact with your social network(s).
- C. Personal information collected from or submitted by you through an Application may be transferred to and stored on servers and equipment located in a destination outside your country of residence. The servers and equipment on which your data is stored and processed may be owned and operated by third parties with whom HMX has contracted to receive, store and process your personal information. In addition, HMX and those third parties that it has designated, may further transfer, store and process your personal information on servers and equipment located in other countries. You should be aware that the data protection laws of other countries may not be the same as the data protection laws of your country of residence. By submitting your personal information through an Application, you agree to the transfer, storage and processing of your personal information as described in this Section.
3. **Third Party Ad-Serving Technology.** This Application may include third party dynamic behavioral in-game advertising technology which enables tailored advertising to be temporarily uploaded into the Application on your mobile device and replaced while you are online. When you use this Application, we or third parties operating the advertisement serving technology may use demographic or other information collected directly from you and/or from third parties such as age and gender as well as information logged and/or collected from your device using cookies, web beacons and other technologies to ensure that appropriate advertising is presented within the Application and to calculate the number of unique and repeat views of advertising. This technology also controls the number of times you see a given ad, delivers ads that relate to your interests and measures the effectiveness of ad campaigns. Logged and/or collected data may include (but is not limited to) IP address, unique device I.D. and/or MAC Address, browser identifiers, session information, browser cookies, device make and model, carrier provider, carrier user ID, geo-location information, sites visited, clicks on advertisements, advertisement(s) served, in game location, length of time an advertisement was visible, size of the advertisement, advertisement response (if any), game play information, general online and Application-specific usage data and metrics as well as angle of view. **The foregoing data may be collected, used, stored and disclosed pursuant to HMX's Privacy Policy located at <http://www.harmonixmusic.com/privacy> (including for purposes of determining ad conversion rates), the privacy policy of the company providing the ad serving technology and may be disclosed to other third parties in a form that does not personally identify you. See Appendix A for a non-exclusive list of third parties that may collect data about your online behavior via this Application.** Appendix A may include analytics companies and ad

networks (discussed above in Section 2) and includes URL's for those third parties' privacy policies and opt outs (if applicable). You are responsible for reviewing the privacy policies of the third parties that may collect information via this Application. If you do not wish to review those privacy policies or if you are concerned about the information they may collect, do not install or use this Application. HMX does not guarantee that all third parties that may collect information about you via this Application have an opt out for behavioral tracking. In addition, HMX opting out of behavioral tracking from some or all of the entities listed in Appendix A will not opt you out of advertising entirely. Rather, if you opt out, you may continue to receive the same amount of mobile ads, but they may be less relevant because they will not be based on your interests. This ad serving technology is integrated into the Application; if you do not want to use this technology, do not install or use this Application.

4. Application Communications/ Opponents.

A. Your use of online features available via the Application, if any, is governed by HMX's Terms of Use, available at <http://www.harmonixmusic.com/terms>. By installing and using this Application you acknowledge and agree that you will abide by HMX's Terms of Use and otherwise agree not to create a false identity for purposes of misleading others; defame, abuse, harass, threaten, spam, violate the rights of others and/or otherwise interfere with others' use and enjoyment of the Application; publish, transfer or distribute any inappropriate, indecent, obscene, foul or unlawful conduct; transfer, stream or otherwise make available material that contains viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files or any other similar material that may damage the computer or other property of another user; or use any portion of the Application to harvest or collect information about others, including but not limited to email address. HMX reserves the right to monitor communications on the Application and disclose any information HMX deems necessary to (i) ensure your compliance with this EULA; (ii) satisfy any applicable law, regulation or legal process; or (iii) protect the rights, property and interests of HMX, its employees or the public. HMX also reserves the right to edit, refuse to transfer and/or to remove any information or materials, in whole or in part, in HMX's sole discretion.

B. Some of our Applications allow you to play against or challenge an opponent. You may be able to choose to play against or challenge (i) an opponent whom we or the Application select for you, or (ii) one of your contacts on a platform or social network which you have allowed the Application to interact with. Some of our Applications may also allow you to search for your friends in order to find them to play against or challenge. We may also display the display names of your past opponents or friends so that you can easily find them to play again. Where HMX or the Application selects an opponent for you, we may either select at random or use such criteria as we see fit to select your opponent. By using an Application that allows you to play against an opponent, you agree to your display name, scores and other related details being displayed to other users.

5. Consent to Public Display of Data. If you participate in online services, such as online play or the downloading and uploading of content, HMX may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players. Data that personally identifies you is

collected, used, stored and transmitted in accordance with our Privacy Policy located at <http://www.harmonixmusic.com/privacy>.

6. Termination. This EULA is effective until terminated. HMX may terminate this EULA immediately without prior notice for any reason, including, but not limited to, if you fail to comply or otherwise violate the terms of this EULA, infringe the intellectual property rights of any third party, manifestly endanger public order or good moral standards as determined by us in our sole discretion, or if HMX is unable to verify or authenticate any information about you that you supply in the Application or any other activity connected to the Application. We may also decide to terminate this EULA in the event that we terminate the operation of the Application. Promptly upon termination, you must cease all use of the Application and destroy all copies of the Application in your possession or control. Termination will not limit any of HMX's other rights or remedies at law or in equity. Sections 1(E), and 2 through 15 of this EULA shall survive termination or expiration of this EULA for any reason.

7. Disclaimer of Warranties. You assume all responsibility and risk with respect to your use of the Application, which is provided on an "AS IS" and "AS AVAILABLE" basis in all respects. HMX DISCLAIMS, AND YOU HEREBY IRREVOCABLY WAIVE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE APPLICATION (INCLUDING WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES PROVIDED ON OR THROUGH THE APPLICATION, ALL OF WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND), INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE APPLICATION OR ITS FUNCTIONS OR THE CONTENT AND MATERIALS OR THE APPLICATION MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE APPLICATION WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE APPLICATION WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE APPLICATION, YOUR SOLE REMEDY IS TO DISCONTINUE ITS USE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

We make no warranties of any kind regarding any materials and content not owned by HMX, including any products or services to which you may be directed, linked or otherwise connected from the Application, and you understand and agree that we are not responsible or liable for any such content, information, products or services originating from or provided by a third party, including their availability and functionality. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on or through the Application. If the Application has been authorized by us for distribution through a third party service through which you have downloaded and/or are accessing the Application, you understand and agree that: (a) in addition to

this EULA between you and us, you are responsible for complying with such service provider's terms and conditions, which are between you and such service provider, and (b) neither HMX nor such service provider is responsible or liable to you for the other's products and services, including with respect to any product liability, infringement, support, maintenance, functionality or availability of the other's products and services.

8. **Limitation of Liability.** IN NO EVENT WILL HMX, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF, THE APPLICATION OR THE MATERIALS AND CONTENT OR FUNCTIONALITY OR FEATURES ON OR ACCESSED THROUGH THE APPLICATION, THIS EULA, AS WELL AS ANY THIRD PARTY PRODUCTS, SERVICES, MATERIALS OR CONTENT THAT MAY BE ACCESSED ON OR THROUGH THE APPLICATION, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF HMX OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE APPLICATION OR THIS EULA IS TO CEASE USING THE APPLICATION AND CANCEL ANY RELATED ACCOUNTS. UNDER NO CIRCUMSTANCES WILL THE TOTAL COMBINED LIABILITY TO YOU OF HMX, ITS AFFILIATES AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS OR CONTENT OR SERVICE PROVIDERS, ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION OR THIS EULA, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO HMX IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.
9. **Indemnity.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HMX, TOGETHER WITH ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS AND CONTENT AND SERVICE PROVIDERS ("HMX THIRD PARTY BENEFICIARIES"), HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN ANY WAY ARISING FROM, RELATED TO OR IN CONNECTION WITH YOUR USE OF THE APPLICATION, YOUR VIOLATION OF THE EULA OR THE ADDITIONAL AGREEMENTS, OR THE POSTING OR TRANSMISSION OF ANY MATERIALS ON OR THROUGH THE APPLICATION BY YOU, INCLUDING, BUT NOT LIMITED TO, ANY THIRD-PARTY CLAIM THAT ANY INFORMATION OR MATERIALS YOU PROVIDE INFRINGES ANY THIRD PARTY PROPRIETARY RIGHT. YOU AGREE THAT THE HMX THIRD PARTY BENEFICIARIES ARE EXPRESS THIRD PARTY BENEFICIARIES OF THIS EULA AND HAVE THE RIGHT (AND ARE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THIS EULA AGAINST YOU AS THIRD PARTY BENEFICIARIES.

10. Compliance with law. You must respect all applicable laws regarding the use of the Application.
11. Injunctive Relief. You agree that a breach of this EULA may cause irreparable injury to HMX for which monetary damages would not be an adequate remedy and HMX shall in such event be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law.
12. Governing Law. This EULA will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law provisions. Any dispute relating in any way to this EULA, your use of the Application, or to any transaction with Harmonix Games will be submitted to confidential and binding arbitration in Boston, Massachusetts. However, if you have in any manner violated or threatened to violate any of our intellectual property or other proprietary rights in the Application, we may seek injunctive or other appropriate relief in any state or federal court in the Commonwealth of Massachusetts. You consent to exclusive jurisdiction and venue in these courts. Any arbitration under this EULA will be conducted under the then-prevailing rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

Notice to California Residents: Pursuant to Cal. Civil Code § 1789.3, please note that (a) HMX is located at 40 Broad Street, Floor 7, Boston, MA 02109, (b) fees and charges for HMX services vary depending on the services selected by you, and (c) if you wish to contact us in connection with a complaint regarding the Application or desire further information on use of the Application, you may correspond by mail or email customersupport@harmonixmusic.com. For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

13. Export. You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Software to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom HMX is prohibited from transacting business under applicable law.
14. Entire Agreement, Waiver. Except as specifically set forth in this EULA, this EULA constitutes the entire agreement between you and HMX with respect to the Application and supersedes all prior or contemporaneous understandings, either express or implicit, regarding such subject matter, provided that this EULA shall coexist with, and shall not supersede, any Additional Agreements. To the extent the terms of this EULA conflict with the Additional Agreements, the conflicting terms in this EULA will govern. No amendment to or modification of this EULA will be binding unless made in writing and signed by HMX. No failure to exercise, nor a delay in exercising, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this EULA and any applicable purchase or other terms, the terms of this EULA shall govern the relationship between you and HMX.

15. Severability and Survival. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA shall continue in full force and effect.

Harmonix Music Systems, Inc. 40 Broad Street, Floor 7, Boston, Massachusetts 02109.

Appendix A

ANALYTICS

Service Provider	Info
DeltaDNA	http://www.deltadna.com/privacy/
Firebase Analytics	https://www.google.com/policies/privacy/partners/