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IN SIMPLE WORDS

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5.7 Prohibition on Artificial Intelligence & Machine Learning

The Licensee is strictly prohibited from using the Sounds, in whole or in part, to train, evaluate, test, develop, or feed artificial intelligence (AI) models, machine learning algorithms, generative audio tools, or automated sound synthesis engines.

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- Payment of liquidated damages equal to the higher of five times (5x) the purchase price of the Sounds or \$10,000 USD per violation.

- Reimbursement of all legal fees, attorney costs, and enforcement expenses incurred by the Licensors.
- Immediate destruction of all copies of the Sounds across all systems and backup storage.

6.3 Injunctive Relief

In the event of a breach, the Licensee acknowledges that monetary damages alone would be inadequate to compensate the Licensors for the irreparable harm caused. The Licensors reserves the right to seek injunctive or equitable relief in any court of competent jurisdiction to restrain any actual or threatened unauthorized use of the Sounds.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability

The Licensee acknowledges that the Licensors shall not be held liable for any direct, indirect, incidental, special, or consequential damages arising from the Licensee's use of the Sounds, including loss of profit, business interruption, data corruption, or any other economic loss.

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The Sounds are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

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The Licensors does not warrant that the Sounds will function seamlessly with all specific hardware, digital audio workstations (DAWs), software plugins, or operating system configurations.

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9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State where Whiz Bang Sound is headquartered, without regard to conflict of law principles.

9.2 Exclusive Jurisdiction

The federal and state courts in the jurisdiction of Whiz Bang Sound's headquarters shall have exclusive jurisdiction over any dispute arising under or related to this Agreement.

9.3 Alternative Dispute Resolution

The Parties agree to attempt in good faith to resolve any disputes through informal negotiation or mediation before initiating formal litigation. However, the Licensor reserves the right to seek immediate injunctive relief without mediation if there is an ongoing risk of intellectual property infringement.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

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Neither party shall be held liable for any delay or failure in performance under this Agreement resulting directly or indirectly from acts beyond their reasonable control, including acts of God, war, terrorism, labor disputes, telecommunication outages, pandemics, or governmental restrictions.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Whiz Bang Sound and the Licensee regarding the Sounds and supersedes all prior discussions, representations, or agreements, whether written or oral. No modification of this Agreement shall be binding unless made in writing and signed by Whiz Bang Sound.

CONTACT INFORMATION

Whiz Bang Sound

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