

MIXSTEIN™ FOUNDING MEMBER BETA LICENSE AGREEMENT

This Founding Member Beta License Agreement (the "**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**") by and between:

Licensor: TBR Industries LLC, an Arizona limited liability company (Arizona Corporation Commission Business ID 25043142), with its principal place of business at San Tan Valley, Arizona

("Licensor," "we," or "us"); and

Licensee: _____ (full legal name), residing at _____ (address), email _____

("Licensee," "you," or "Founding Member").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

RECITALS

A. Licensor has developed proprietary software known as **MIXSTEIN** that operates within a digital audio workstation to analyze audio and to apply audio processing decisions derived from Licensor's proprietary body of engineering knowledge.

B. The Software is **pre-release** and is being made available to a small, hand-selected group of professional users (the "**Founding Cohort**") for evaluation, real-world use, and the improvement of the Software prior to general availability.

C. Licensee wishes to receive early access on the founding terms set out

below, and Licensor wishes to grant such access subject to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows.

1. DEFINITIONS

1.1 "Software" means the MIXSTEIN software application in object-code form, including its device components, engine components, installers, updates, upgrades, and accompanying documentation made available to Licensee under this Agreement.

1.2 "Beta Period" means the period beginning on the Effective Date and continuing until Licensor declares the Software generally available or terminates the Founding Cohort program, whichever occurs first.

1.3 "Licensor Proprietary Data" means the proprietary engineering knowledge base underlying the Software, including without limitation Licensor's recorded mixing decisions, subjective vocabulary mappings, chromesthetic associations, parameter maps, dose curves, prescription priors, feel chains, reference profiles, and any models, weights, or derived representations of the foregoing.

Licensor Proprietary Data constitutes trade secrets of Licensor.

1.4 "Licensee Content" means audio recordings, musical compositions, sessions, project files, stems, samples, and other materials that Licensee supplies to, processes with, or produces using the Software.

1.5 "Feedback" means any suggestion, bug report, feature request, critique, observation, testimonial, or other information Licensee provides to Licensor concerning the Software.

1.6 "Confidential Information" has the meaning given in Section 9.

1.7 "Founding Rate" means the monthly subscription rate selected by Licensee in Exhibit A, which Licensor agrees to maintain for Licensee on the terms of Section 6.

2. LICENSE GRANT

2.1 Grant. Subject to Licensee's continuous compliance with this Agreement and payment of all amounts due, Licensor grants Licensee a ****limited, non-exclusive, non-transferable, non-sublicensable, revocable license**** during the Beta Period to install and use the Software in object-code form for Licensee's own audio production, mixing, and mastering work.

2.2 Permitted Machines. Licensee may install the Software on up to **two (2)** computers that Licensee owns or controls, provided the Software is used by Licensee only and not concurrently by multiple individuals.

2.3 Commercial Use of Output Expressly Permitted. For the avoidance of doubt, Licensee **may** use the Software in the course of paid professional work, including mixing and mastering performed for Licensee's own clients. Licensor asserts **no ownership, license, royalty, or other interest** in any audio, recording, master, or musical work that Licensee produces using the Software.

2.4 Reservation of Rights. All rights not expressly granted are reserved by Licensor. This Agreement grants a **license to use**, not a sale, and conveys no title or ownership interest in the Software.

3. RESTRICTIONS

Licensee shall not, and shall not permit any third party to:

(a) copy, distribute, resell, rent, lease, lend, share, or otherwise make

the Software available to any third party;

(b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, algorithms, or ****Licensor Proprietary Data**** of the Software, except to the limited extent such restriction is expressly prohibited by applicable law;

(c) extract, scrape, export, reconstruct, or attempt to reconstruct Licensor Proprietary Data, whether by automated means, systematic observation of the Software's outputs, or otherwise;

(d) use the Software or its outputs to develop, train, or improve any competing product, service, or model;

(e) share license credentials, access keys, or installers with any other person;

(f) remove, obscure, or alter any proprietary notice, mark, or attribution;

(g) circumvent or attempt to circumvent any license validation, entitlement check, or technical protection measure; or

(h) publicly display, demonstrate, stream, publish screenshots or video of, or otherwise disclose the Software during the Beta Period, except as permitted under Section 9.4.

4. OWNERSHIP

4.1 Licensor's Ownership. Licensor and its licensors own and retain all right, title, and interest in and to the Software and the Licensor Proprietary Data, including all intellectual property rights therein. **MIXSTEIN™** is a trademark of Jeremiah A. Smith (USPTO Serial No. 99858896), used by Licensor under license.

4.2 Licensee's Ownership. Licensee owns and retains **all** right, title, and interest in and to Licensee Content. Nothing in this Agreement transfers, encumbers, or grants Licensor any interest in Licensee's music, recordings, or creative work.

5. PRIVACY AND DATA HANDLING

5.1 Local Operation. The Software is designed to operate **locally** on Licensee's computer. Licensee Content is processed on Licensee's machine.

5.2 What Licensor Does Not Collect. Licensor does **not** collect, transmit, store, or access Licensee Content, including audio files, session files, track names, file paths, or the results of any analysis performed on Licensee Content, except where Licensee voluntarily and affirmatively transmits such materials to Licensor (for example, by sending a file in support of a bug report).

5.3 What Licensor May Collect. Licensor may collect and process only: (a) license validation data consisting of a license identifier and a machine identifier; (b) the Software version installed; and (c) information Licensee voluntarily submits as Feedback or support correspondence.

5.4 Survival. This Section 5 survives termination.

6. FEES, FOUNDRING RATE, AND PAYMENT

6.1 Subscription. Licensee shall pay the Founding Rate selected in Exhibit A, billed monthly in advance, beginning on the date specified in Exhibit A.

6.2 Founding Rate Lock. So long as Licensee's subscription remains **continuously active and in good standing**, Licensor shall not increase Licensee's Founding Rate, notwithstanding any increase in Licensor's rates for

other customers. This rate lock is **personal to Licensee** and is not transferable or assignable.

6.3 Forfeiture of the Rate Lock. If Licensee cancels the subscription, or if the subscription lapses for non-payment for more than thirty (30) days, the rate lock **terminates permanently**. Licensee may thereafter subscribe only at then-current rates.

6.4 Reservation and Deposit. Licensee's founding position was reserved at no charge. A deposit equal to **one half (½) of the first month's Founding Rate** selected in Exhibit A (for the \$39/month Founding Pro tier — deposit = NONE per the 2026-09-14 ruling; the beta is free) (the

"**Deposit**") is due prior to delivery of the Software, and the balance of the first month's Founding Rate is due upon delivery and successful installation on Licensee's machine. The Deposit is credited in full against the first month's Founding Rate. ****The Deposit is refundable in full, upon Licensee's written request, at any time before the Software has been delivered to and successfully installed on Licensee's machine; after delivery and successful installation, the Deposit is non-refundable.****

6.5 Suspension for Non-Payment. If any amount is not paid when due, Licenser may, after providing seven (7) days' written notice and an opportunity to cure, **suspend or disable Licensee's license to the Software** until the account is brought current. Licensee acknowledges that the Software may cease to function during any such suspension.

6.6 Taxes. Amounts are exclusive of applicable sales, use, or similar taxes, which are Licensee's responsibility except for taxes on Licenser's income.

7. BETA STATUS; DISCLAIMER OF WARRANTIES

7.1 Acknowledgment of Pre-Release Status. Licensee acknowledges that the Software is ****pre-release, under active development, and not a finished commercial product****. It may contain errors, defects, and instabilities; it may behave unpredictably; features may change or be removed; and it may be discontinued.

7.2 The Software Modifies Licensee's Sessions. Licensee expressly acknowledges that the Software ****writes to and modifies Licensee's digital audio workstation sessions****, including by adding, removing, and altering audio devices, plug-ins, parameters, routing, and levels. ****Licensee is solely responsible for maintaining current backups of all sessions, project files, and audio prior to using the Software.****

7.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY DEFECT WILL BE CORRECTED.

7.4 No Guarantee of Artistic Result. Licensee acknowledges that audio production is subjective and that Licensor makes ****no representation or warranty as to the artistic, commercial, or technical quality**** of any result produced using the Software.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY **LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, LOST SESSIONS OR PROJECT FILES, LOST STUDIO TIME, MISSED DEADLINES, OR LOSS OF GOODWILL**, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Liability Cap. LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE **TOTAL AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT** GIVING RISE TO THE CLAIM.

8.3 Basis of the Bargain. Licensee acknowledges that the disclaimers and limitations in Sections 7 and 8 are a fundamental basis of the bargain and that Licensor would not offer the Software at the Founding Rate without them.

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means all non-public information disclosed by Licensor to Licensee in connection with this Agreement, including the Software itself, its user interface, its features and behavior, pre-release builds, Licensor Proprietary Data, product roadmap, pricing not publicly announced, and the existence and contents of the Founding Cohort program.

9.2 Obligations. Licensee shall: (a) hold Confidential Information in strict confidence; (b) use it solely to exercise rights under this Agreement; (c) not disclose it to any third party without Licensor's prior written consent; and (d) protect it with at least the degree of care Licensee uses for its own confidential information, and in no event less than reasonable care.

9.3 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of Licensee; (b) was rightfully known to Licensee without restriction before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by Licensee without use of or reference to Confidential Information.

9.4 Permitted Disclosure — Publicity. Notwithstanding Section 3(h), Licensee **may** publicly acknowledge participation in the Founding Cohort and share Licensee's own opinion of the Software, **provided** that Licensee does not publish screenshots, screen recordings, video, or detailed descriptions of the Software's interface or features without Licensor's prior written consent. Licensor may grant such consent by email.

9.5 Compelled Disclosure. Licensee may disclose Confidential Information to the extent required by law or court order, provided Licensee gives Licensor prompt written notice (where legally permitted) and reasonable cooperation to seek protective treatment.

9.6 Duration. Obligations under this Section survive for three (3) years after termination, **except** that obligations with respect to Licensor Proprietary Data and any information constituting a trade secret survive **for as long as such information remains a trade secret** under applicable law.

10. FEEDBACK

10.1 Assignment. Licensee hereby grants Licensor a **perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable license** to use, reproduce, modify, and incorporate all Feedback into the Software and any other Licensor product or service, without restriction, attribution, or compensation.

10.2 No Obligation. Licensor has no obligation to implement, respond to, or maintain confidentiality regarding any Feedback.

10.3 Licensee Content Excluded. For clarity, Feedback does **not** include Licensee Content. Licensor acquires no rights in Licensee's music, recordings, or sessions by virtue of this Section, and Licensor shall not use Licensee Content for any purpose without Licensee's separate written permission.

11. UPDATES AND SUPPORT

11.1 Updates. Licensor may provide updates at its discretion. Founding Members may receive updates, builds, or features made available specifically to the Founding Cohort. Licensor is under no obligation to provide any particular update or to preserve any particular feature.

11.2 Support. During the Beta Period, Licensor will provide reasonable support by email or scheduled call. **No response time is guaranteed.**

11.3 No Guaranteed Release Date. Licensor makes **no commitment** as to when or whether the Software will reach general availability.

12. TERM AND TERMINATION

12.1 Term. This Agreement begins on the Effective Date and continues until terminated as provided below.

12.2 Termination by Licensee. Licensee may terminate at any time by cancelling the subscription and ceasing all use of the Software. Cancellation forfeits the Founding Rate lock under Section 6.3.

12.3 Termination by Licensor. Licensor may terminate: (a) immediately upon Licensee's breach of Section 3 (Restrictions) or Section 9 (Confidentiality); (b) upon thirty (30) days' notice and failure to cure any other material breach; (c) upon non-payment as provided in Section 6.5; or (d) upon thirty (30) days' notice if Licensor discontinues the Founding Cohort program or the Software.

12.4 Effect of Termination. Upon termination, all licenses granted terminate immediately; Licensee shall cease all use of the Software and **delete or uninstall all copies**; and Licensor may disable the Software's operation.

Licensee retains all Licensee Content and all work product created using the Software prior to termination, including any audio processing settings applied to Licensee's sessions.

12.5 Refunds. The Deposit is refundable only as provided in Section 6.4. Founding Rate payments already made are non-refundable, and no refund or credit is owed for any unused portion of a billing month upon termination by either Party.

12.6 Survival. Sections 1, 3, 4, 5, 7, 8, 9, 10, 12.4, 12.6, and 13 survive termination.

13. GENERAL

13.1 Governing Law. This Agreement is governed by the laws of the **State of Arizona**, without regard to its conflict-of-laws principles.

13.2 Venue. The Parties consent to the exclusive jurisdiction and venue of

the state and federal courts located in Pinal County, Arizona.

13.3 Dispute Resolution. Before filing any action, the Parties shall attempt in good faith to resolve any dispute through direct discussion for at least thirty (30) days after written notice. Any dispute not resolved within that period may be brought only in the courts specified in Section 13.2.

13.4 Injunctive Relief. Licensee acknowledges that a breach of Section 3 or Section 9 would cause **irreparable harm** for which monetary damages are an inadequate remedy, and that Licensor is entitled to seek injunctive relief without posting bond, in addition to any other remedy.

13.5 Assignment. Licensee may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Licensor's prior written consent. Any attempted assignment is void. Licensor may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

13.6 Independent Contractors. The Parties are independent. Nothing creates a partnership, joint venture, employment, or agency relationship.

13.7 Entire Agreement. This Agreement, including Exhibit A, is the complete and exclusive agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications, including any statements made in direct messages, email, or conversation.

13.8 Amendment. No amendment is effective unless in writing and signed by both Parties.

13.9 Waiver. No failure or delay in exercising a right waives it.

13.10 Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions remain in full force.

13.11 Notices. Notices shall be in writing and delivered by email to the

addresses in the signature block, deemed received upon confirmed transmission.

13.12 Force Majeure. Neither Party is liable for delay or failure due to causes beyond its reasonable control.

SIGNATURES

LICENSOR — TBR INDUSTRIES LLC

Signature: _____ Date: _____

Name: Jeremiah A. Smith · Title: Managing Member · Email: contact@tbrind.com

LICENSEE

Signature: _____ Date: _____

Name: _____

Email: _____

EXHIBIT A — FOUNDING MEMBER TERMS

Item	Detail
Founding tier selected	☐ Essentials \$15/month ☐ Pro \$39/month ☐ Studio \$99/month (<i>founding, for life — re-anchored 2026-09-17; general release \$19.99 / \$49 / \$99</i>)
Founding Rate (locked)	The tier selected on mixstein.com at reservation (\$15 / \$39 / \$99 per month), for life.
Reservation date	The date the form was submitted at mixstein.com.
Deposit amount / date	None. The beta is free.
Balance due	None during the beta.
Billing start date	Upon general release, with at least 14 days' written notice.

Permitted machines	2
License ID	Assigned at download.
Delivered build version	The current beta build at download.
Primary DAW	Ableton Live — the edition stated on the form.

Open-beta edition — 2026-09-17. Accepted electronically by ticking "I've read the Beta License Agreement" and submitting the reservation form at mixstein.com. Founders who signed the wave-1 edition of 2026-09-08 are governed by that signed copy. Amendments per Section 13.8.