



Soundrangers End-User License Agreement

IMPORTANT-READ CAREFULLY: This Soundrangers End-User License Agreement (or "EULA") is a legal agreement between you (either an individual or a single entity) and Soundrangers, Inc. ("Soundrangers") for the Soundrangers Audio Content you have licensed which includes the following: (I) sound effects, (ii) music, (iii) songs, (iv) any sound recording embodying (I), (ii), or (iii); and (v) any printed, "online" or electronic documentation ("SRA"). By licensing, copying or otherwise using the SRA, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use the SRA. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SRA. The SRA is licensed, not sold, and the rights granted here are validated by proof of purchase. Except to the extent necessary to effectuate the specific uses for which you have contracted with Soundrangers, the rights granted herein are non-transferable, and all rights not expressly granted to you hereunder are reserved by Soundrangers.

1. GRANT OF LICENSE. In consideration of your payment of the license fee, which is a portion of the price, if any, you paid, Soundrangers grants to you and your assigns (subject to the transfer limitations herein), those limited, non-exclusive world wide rights listed below for which you have contracted with Soundrangers and paid the appropriate license fee.

(a) Web. The right to use SRA as part of a personal or commercial web site but only together with images, text, or other visual/audio content, in such a way that SRA is used in a supporting/secondary role, and is not the main content of web site (hereinafter "Web Site Element"); provided, however, that neither SRA nor any portion thereof may be resold or redistributed, except to the extent permitted under U.S. copyright law.

(b) Television Broadcast (Laser Drop Sync). The right to include SRA in local, regional, national, and international terrestrial and cable television broadcast productions, including commercials, programs, PSAs, Infomercials, and Jingles, but only in timed relation or synchronization with sequences, intermissions and visuals contained within the broadcast production in question. This license does not include performance rights. Either ASCAP or BMI license and administer the performance rights to SRA. As a licensee of SRA, you must abide by all applicable ASCAP and BMI and regulations regarding timely cues sheet submissions, including proper logging of stations, networks and air dates. If SRA is used in a commercial television spot, you shall send a copy of the final spot to Soundrangers for proper submission to the applicable performing rights society. Musical compositions licensed by Soundrangers may not be used together with other musical elements to create a separate derivative musical composition on which you claim a separate copyright (i.e., you are not permitted to combine

SRA with other musical elements and claim copyright to a new and distinct music composition on which you would license separate performance rights, etc).

(c) Radio Broadcast (Laser Drop). The right to include SRA in terrestrial and cable radio broadcast productions including commercials, programs, PSAs, Infomercials, and Jingles, but only in timed relation to other audio production elements (e.g., SRA can serve as a jingle underscore or background music laser drop but it cannot be used alone as a featured element in a radio broadcast). This license does not include performance rights. Either ASCAP or BMI license and administer the performance rights to SRA. As a licensee of SRA, you must abide by all applicable ASCAP and BMI rules and regulations regarding timely cue sheet submissions, including proper logging of stations, networks and air dates. Musical compositions licensed by Soundrangers may not be used together with other musical elements to create a separate derivative musical composition on which you claim a separate copyright (i.e., you are not permitted to combine SRA with other musical elements and claim copyright to a new and distinct music composition on which you would license separate performance rights, etc).

(d) Film and Videograms. The right to include SRA in films, videocassettes, DVDs, and CD-ROMs, but only in timed relation or synchronization with sequences, intermissions and visuals contained within the CD-ROM (including console, PC, and handheld games), film, videocassette, or DVD in question.

(e) Compact Disc. The right to include SRA as part of a sound recording and to mechanically reproduce copies of said sound recording in compact disc format or any other similar configuration now known or hereinafter invented; provided, however, that SRA may only be used in timed relation to other production elements, and may never be used as a featured element (e.g., SRA can serve as an "underscore" or "bed" for a narration on a Yoga CD, but it cannot be its own separate music or sound effect track on a compact disc or collected together and exploited on a compact disc with other music tracks or sound effects).

(f) Software. The right to use SRA as part of a software program (including a software based game); provided that (i) SRA must be synchronized within the software package; and (ii) without an additional license from Soundrangers, SRA cannot be used (A) in commercial software whose primary purpose is to play back sound effects in a standalone manner that is not time-synchronized with a moving visual image, and where the sole intent of the sounds is to create an audible "notification" for the end user (e.g., ring tone software, alarm clock software, etc), (B) as part of an instant messaging application, (C) automated html template authoring service or application, (D) Flash authoring service or application, or (E) other media authoring service or application library. Notwithstanding the foregoing, personal, noncommercial use of the sort described in 1(f)(ii)(A) above is permitted and does not require an additional license.

(g) Ring Tones. The right to use SRA as a personal ring tone. Notwithstanding the foregoing, SRA cannot be used as a commercial ring tone or ring back without an additional license agreement with Soundrangers. Please contact Soundrangers for more details.

(h) Podcast. The right to include SRA as part of a sound recording and to mechanically reproduce copies of said sound recording in a downloadable digital audio file format (e.g., mp3,

.wav, WMA) or any other similar configuration now known or hereinafter invented; provided, however, that SRA may only be used in timed relation to other production elements, and may never be used as a featured element (e.g., SRA can serve as a "bumper," "underscore," or "bed" for a narration of a Podcast, but it cannot be its own separate music or sound effect track on a Podcast or collected together and exploited on a Podcast with other music tracks or sound effects).

2. TERM. The term of the rights granted in this EULA is Ninety Nine (99) years from the date you contracted with Soundrangers.

3. EDITING AND LOOPING. In the context of the permitted uses listed in Section 1 above, you may excerpt portions of the SRA and edit and/or loop each such portion to extend its length for creative, technical, or timing purposes, subject to the terms, conditions, and limitations set forth herein.

4. SRA OWNERSHIP. As the licensee, you own any tangible object (e.g., a CD) on which the SRA is recorded or fixed. Notwithstanding the foregoing, Soundrangers retains full and complete title to the SRA and all subsequent copies of the SRA, regardless of the media or form on or in which the original copies may exist. The License is not a sale of the original SRA or any of the underlying material.

5. COPYRIGHT. Copyright laws and international treaty provisions protect the SRA (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SRA). Any copies of the SRA are owned by Soundrangers. You must treat the SRA like any other copyrighted material, except that you may make copies as provided in this EULA. You may not copy any printed materials accompanying the SRA.

6. RESTRICTIONS ON USE.

(a) Other than in the context of the specific uses listed in Section 1 above and in the Paragraph 6(b) below, you may not do the following: (i) electronically transfer the SRA, or make the SRA available to more than five (5) workstations over a network system or remote network system; (ii) distribute copies of the SRA or accompanying materials to others; (iii) embed SRA in any hardware as a stand alone element without an additional license from Soundrangers; or (iv) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SRA or its accompanying printed or written materials (e.g., you are not permitted to combine musical compositions licensed by Soundrangers with other musical elements and claim copyright to a new and distinct music composition on which you would license separate performance rights, etc);

(b) Notwithstanding Paragraph 6(a)(iv) above, sound effects licensed by Soundrangers may be used together with other elements to create a separate derivative musical composition on which you claim a separate copyright; however, one or more of Soundrangers' sound effects may not be mixed with one or more Soundrangers sound effects or third party sound effects to create a derivative sound effect on which you claim a separate copyright (i.e., you cannot make new

sound effects using our sound effects as building blocks and then exploit them as a part of a third party sound effects library, compilation, or otherwise).

7. MULTI-USER. The Soundrangers EULA includes the right to access the SRA from up to five (5) workstations located at the same physical address. For additional workstations, or remote access from more than one physical location, please contact us at www.soundrangers.com for a multi-user license.

8. TRANSFER RESTRICTIONS. Except to the extent necessary to effectuate the specific uses for which you have contracted with Soundrangers, you shall not assign, rent, lease, sell, sublicense, or otherwise transfer the SRA to another party without prior written consent of Soundrangers. Any party authorized by Soundrangers to receive the SRA must agree to be bound by the terms and conditions of this Agreement.

9. TERMINATION. Without prejudice to any other rights, Soundrangers may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SRA and all of its component parts.

10. WARRANTY. Soundrangers warrants that it is permitted to grant the rights set forth herein. Soundrangers expressly disclaims any other warranty on the SRA. The SRA and any related documentation is provided "as is" without warranty or condition of any kind, either express or implied, including, without limitation, the implied warranties and conditions of merchantability, or fitness for a particular purpose, and except to the extent of the specific warranty above, the entire risk arising out of use or performance of the SRA remains with you.

11. INDEMNIFICATION. Soundrangers shall indemnify, hold harmless and defend you against any third party action brought against you to the extent that such action is based on a claim that the unmodified SRA, when used in accordance with this agreement, infringes a United States copyright. Soundrangers shall pay all costs, settlements and damages finally awarded on such a claim; provided that you (a) notify Soundrangers in writing promptly but in no event later than 30 working days after receipt of notice of the injury or claim of suit, with same identified so as to advise Soundrangers that it is related to the SRA; (b) give Soundrangers sole control of the defense and settlement thereof; and (c) provide all reasonable assistance in connection therewith. If any SRA is finally adjudged to so infringe, or in Soundrangers's opinion is likely to become the subject of such a claim, Soundrangers may, at its option, either: (i) procure for you the right to continue using the SRA, (ii) modify or replace the SRA to make it noninfringing, or (iii) refund the fee paid, less reasonable depreciation, upon return of the SRA. Soundrangers has no liability regarding any claim arising out of: (y) use of the SRA in combination with non-Soundrangers software, data or equipment if the infringement was caused by such use or combination, or (z) any modification or derivation of the SRA not specifically authorized in writing by Soundrangers. The foregoing states the entire liability of Soundrangers and your exclusive remedy relating to infringement or claims of infringement of any copyright or other proprietary right by the SRA.

12. LIABILITY FOR DAMAGES. Except as provided in Paragraphs 9 and 10 above, neither Soundrangers nor its suppliers are liable for any damages whatsoever (including, without

limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use any Soundrangers product, even if Soundrangers has been advised of the possibility of such damages. Except as provided in Paragraph 9 above, Soundrangers' entire liability under any provision of this License is limited to the greater of the amount you actually paid for the SRA or U.S. \$5.00. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

13. GOVERNING LAW. The laws of the State of Washington govern this EULA , and venue for any suit hereunder is in the state and federal courts located in Seattle, Washington.