

DoReMedia, Inc.

Evaluation License Agreement

1. **Definitions.** As used in this Agreement:
 - a. “Product” refers to the collection of digital files contained on this disk in the folders entitled “Passive Aggression_136bpm” and “Whiskey_100bpm”, regardless of how the files are stored, formatted, titled or delivered.
 - b. “Application” means any synchronized, non-broadcast medium through or on which the Product may be used, including, but not limited to, electronic displays, web sites, videos, kiosks, computer programs, computer software, and computer disks (including, but not limited to, floppy disks, hard drives, Zip disks, Jazz disks, CD ROM and DVD ROM disks).
 - c. “Owner” means DoReMedia, Inc., 8110 Eden Road, Eden Prairie, Minnesota, 55344, (425) 303-3390, <http://www.doremmedia.com>, e-mail: info@doremmedia.com.
2. **Copyright.** The Owner owns both the composition and sound recording rights of the audio and musical material contained in the Product. The license granted by this Agreement does not affect Owner’s status as owner of the Product. The Product is protected by state, federal, and international copyright laws. You may not use, re-record, copy, modify, or transfer the Product, or any part of the Product, except as provided in this Agreement.
3. **License.** This Agreement grants you a non-exclusive limited license to use the Product for the purpose of assessing, evaluating, and/or trying out the Product. You may copy the Product. You may synchronize the Product with other audio and visual materials. However, your use rights are limited to non-commercial Applications. You may not use the Product for any commercial or business purpose or Application unless you obtain a separate license from the Owner. You may not transfer this license to anyone unless you get the Owner’s permission. The Owner may provide the Product in a format that will automatically allow the Owner to monitor any use of the Product on the Internet.

This Agreement is a license of synchronization rights for evaluation and assessment purposes only, and does not authorize you to use the Product in any manner not expressly set forth in this Agreement. No other rights in or license to the Product, including mechanical licenses, are granted by this Agreement. No performance rights are granted. You may not authorize others, (including but not limited to online services, radio and/or television systems operators, etc.) to reproduce or perform publicly by any means, method, or process the Product or any portion of the Product unless you get the Owner’s permission.
4. **Term.** The license granted by this Agreement is effective until terminated. You may terminate the license at any time by destroying the Product, along with all copies, modifications, and merged or synchronized portions of the Product. The license will also terminate automatically upon your failure to comply with this Agreement. In the event of such a termination, you agree to destroy the Product, along with any copies, modifications, and merged or synchronized portions of the Product in any form.
5. **Warranties.** You warrant that you have the power and authority to enter into this

Agreement. By initiating the electronic transfer of or otherwise using the Product you agree to be bound to all of the provision of this Agreement. You also warrant that your use of the Product will not infringe upon the trademarks, copyrights, or any other rights of any third party. You will indemnify, defend and hold Owner, its owners, officers, employees, and agents, harmless from and against any claim, damage, loss, expense, costs, fees, or other liability resulting from any breach or alleged breach of these warranties and/or this Agreement.

The Owner warrants that it has the legal right to grant this license. Owner warrants that the Product, if properly installed and operated on appropriate hardware, will perform substantially as described in the Owner's specifications. This warranty applies for a period of sixty (60) days from your receipt of the Product. This warranty is not transferable. During the warranty period, the Owner agrees to repair or replace defective Product. The Owner's liability for non-performing Product is limited to repairing or replacing the Product. The warranty is contingent upon proper use of the Product, and does not cover damage due to any circumstances beyond the Owner's control.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE REGARDING THE PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDIES AND THE ENTIRE LIABILITY OF THE OWNER ARE SET FORTH IN THIS AGREEMENT. THE OWNER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR LIMITS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

6. **Relief.** You acknowledge and agree that Owner would be irreparably harmed in the event that you breached or did not fully perform your obligations under this Agreement, and that in such event money damages would be inadequate to compensate Owner for its losses. Therefore, you agree that Owner will be entitled to injunctive relief to prevent breaches of this Agreement and to enforce this Agreement, in addition to any other relief to which Owner might be entitled under this Agreement, by law, or in equity.
7. **Miscellaneous.** This Agreement sets forth the complete understanding of the parties, and supersedes any prior agreements, written or oral. This Agreement shall be governed by Minnesota law. In the event of any dispute regarding this Agreement, you consent to exclusive jurisdiction and venue in the state or federal courts serving Ramsey County, Minnesota. If any provision of this Agreement is held to be unenforceable for any reason, the rest of the Agreement will remain in effect and be enforceable according to the remaining terms. This Agreement may not be modified except in writing, signed by the Owner.
8. **Questions.** If you do not understand any portion of this Agreement, or if you have any questions regarding any term or provision of this Agreement, it is your responsibility to contact the Owner.