CRL SYSTEMS, INC. dba ORBAN/CODING TECHNOLOGIES AB END USER LICENSE AGREEMENT ORBAN/CODING TECHNOLOGIES AAC/AACPLUS PLAYER PLUGIN™

Software License for Orban/Coding Technologies AAC/aacPlus Player Plugin™

IMPORTANT — READ CAREFULLY BEFORE USING THIS SOFTWARE:

BY INSTALLING AND/OR USING THE SOFTWARE (AS DEFINED BELOW), COPYING THE SOFTWARE, AND/OR CLICKING ON THE "I Accept" BUTTON BELOW, YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") REGARDING YOUR USE OF THE SOFTWARE. This Agreement for Orban/Coding Technologies AAC/aacPlus Player Plugin is a legal agreement between you (either yourself or an entity) and Orban/Coding Technologies and its suppliers and licensors (collectively "Orban/Coding Technologies") for Orban/Coding Technologies AAC/aacPlus Player Plugin or "Software").

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, CLICK THE "Do Not Accept" BUTTON AND/OR DO NOT INSTALL THE SOFTWARE.

ANY THIRD PARTY SOFTWARE THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH THIRD PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY THE THIRD PARTY'S LICENSE AGREEMENT, AN ELECTRONIC COPY OF WHICH WILL BE INCLUDED UPON INSTALLATION OF THE SOFTWARE. ORBAN/CODING TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF THE THIRD PARTY SOFTWARE.

- 1. GRANT OF LICENSE. Provided you comply with the terms of this Agreement, Orban/Coding Technologies hereby grants to you a non-exclusive license to use the Software and any related documentation ("Documentation") subject to the following terms:
- a) You may: (i) use the Software and/or Documentation on an unlimited number of computers with Microsoft<sup>®</sup> Windows Media<sup>®</sup> Player, either directly or indirectly. This includes any embedded or custom players using the Windows Media<sup>®</sup> Player components; (ii) copy the Software and/or Documentation into an unlimited number of computers or media for back-up and archival purposes, provided any copy must contain this Agreement and any other proprietary notices pertaining to the Software and/or Documentation.
- b) The Software may be used by you, individuals, entities, broadcasters, netcasters, content providers, service bureaus, and/or aggregators to play, record, process, encode, and/or decode copyrighted content produced and/or owned by third parties. Use of this Software does not grant you any rights to this content.

## 2. LICENSE RESTRICTIONS.

- a) You may not: (i) permit other individuals to use the Software and/or Documentation; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software and/or Documentation; (iii) copy the Software and/or Documentation (except as specified in paragraph 1.a above); (iv) rent, lease, transfer, or otherwise transfer rights to the Software and/or Documentation; (v) remove any proprietary notices or labels on the Software and/or Documentation; (vi) use the Software to encode, reproduce or copy any material or intellectual property you do not have the right to encode, reproduce, or copy. Any such forbidden use shall immediately terminate your license to the Software.
- b) You agree that you shall only use the Software and/or Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and/or Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- c) You may not use the Software without permission to commercially distribute AAC/aacPlus decoded, copyrighted content produced and/or owned by third parties.
- d) You may not use the Software in an attempt to or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a digital media content file or other work protected by the copyright laws of any jurisdiction.
- e) You may not use any third-party software applications other than Microsoft® Windows Media® Player to access the Software in any way whatsoever.
- f) You may not host the Software on third-party web and/or ftp servers, or distribute by storage media such as magnetic disk, CD, DVD, or flash RAM devices without prior permission.
- g) You may link to the Software download on third-party web pages, however, you MUST use the Orban/Coding Technologies Software Download Button at <a href="http://www.orban.com/plugin">http://www.orban.com/plugin</a> to identify the download, and link to <a href="http://www.orban.com/plugin">http://www.orban.com/plugin</a> only.
- 3. UPDATES. From time to time, Orban/Coding Technologies may make available updates to the Software and/or Documentation, without notice, and of which the terms of this Agreement apply.

- 4. BETA RELEASE VERSIONS. In the event that the Software is a beta, pre-release, or preview version, the terms of this Section shall apply. Your license to use the Software expires 120 days after installation (or such other period as indicated by the Software) and the Software may cease to function. The Software you are receiving may contain more or less features than the commercial release of the Orban/Coding Technologies Product that Orban/Coding Technologies intends to distribute. While Orban/Coding Technologies intends to distribute a commercial release of the Software, Orban/Coding Technologies reserves the right at any time not to release a commercial release of the Software or, if released, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release versions are not suitable for production use and may contain errors affecting their proper operation. You agree that you will not do anything to circumvent or defeat the features designed to stop the Software from operating after the license expires.
- 5. BROADCASTING/NETCASTING/LINKING/TRADEMARK USAGE. This License Agreement permits you to play audio content decoded with Orban/Coding Technologies AAC/aacPlus Player Plugin. Further, if you netcast content from an HTTP web server, or use custom, embedded, or HTMLView players, Orban/Coding Technologies hereby grants you a non-exclusive, limited license to use, at your discretion, the Orban Opticodec-PC logo and/or the Coding Technologies aacPlus logo in accordance with the Orban Trademark and Logo Usage Policy and the Coding Technologies Trademark and Logo Usage Policy for the sole purpose of informing web page visitors and/or streaming consumers that content is encoded with Orban Opticodec-PC, and decoded with Coding Technologies AAC/aacPlus. If you link to the Software download on a third-party web page, you MUST use the Orban/Coding Technologies Software Download Button at <a href="http://www.orban.com/plugin">http://www.orban.com/plugin</a> nolly. You agree that you shall not use any Orban or Coding Technologies logo in a way that may imply that you are an agency or branch of Orban or Coding Technologies, or, absent permission from Orban and/or Coding Technologies in writing, to indicate that Orban or Coding Technologies endorses, is affiliated with, or sponsors you or your products.
- 6. TECHNICAL SUPPORT. Technical Support for the Software, is made available by Orban, and is described at the Orban technical support website: http://www.orban.com/support.
- 7. TITLE. Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain with Orban/Coding Technologies and/or its suppliers. The SOFTWARE is licensed, not sold. The Software is protected by the copyright laws of the United States and International copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Software including the content contained in the Software media demonstration files shall be retained by the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content. Orban/Coding Technologies may assign this EULA or any of the rights or obligations hereunder, and any causes of action arising hereunder, to any third party without necessity or obligation of notice to you.
- 8. WARRANTIES AND LIABILITIES.
- (a) For Full Release versions of the Software, the following terms apply:

DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THIS SOFTWARE AND DOCUMENTATION IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORBAN/CODING TECHNOLOGIES FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ORBAN/CODING TECHNOLOGIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ORBAN/CODING TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORBAN/CODING TECHNOLOGIES TOTAL LIABLITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$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. ORBAN/CODING TECHNOLOGIES DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH ORBAN/CODING TECHNOLOGIES. Orban/Coding Technologies will not be responsible for any failure to perform its obligations under this EULA due to circumstances beyond its reasonable control, including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood or accidents.

(b) For Demo, Trial, Preview, and Beta versions of the Software, the following terms apply:

DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORBAN/CODING TECHNOLOGIES FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ORBAN/CODING TECHNOLOGIES OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF ORBAN/CODING TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORBAN/CODING TECHNOLOGIES TOTAL LIABLITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$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. ORBAN/CODING TECHNOLOGIES DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH ORBAN/CODING TECHNOLOGIES. Orban/Coding Technologies will not be responsible for any failure to perform its obligations under this EULA

due to circumstances beyond its reasonable control, including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood or accidents.

- 9. INDEMNIFICATION. This Software is intended for use only with properly licensed media, content and content creation tools. It is your responsibility to ascertain whether any copyright, patent or other licenses are necessary and to obtain any licenses to such media and content. You agree to use only those materials for which you have the necessary patent, copyright and other permissions, licenses, and/or clearances. You agree to hold harmless, indemnify and defend Orban/Coding Technologies, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have processed, encoded, copied, compressed, or copied, used, published, displayed, or transmitted any content or materials (other than materials provided by Orban/Coding Technologies specifically for your use) in connection with the Software in violation of another party's rights. If you are importing the Software from the United States, you shall indemnify and hold Orban/Coding Technologies harmless from and against any import and export duties or other claims arising from such importation.
- 10. HIGH-RISK ACTIVITIES. The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, life-support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage (collectively "High-Risk Activities"). Orban/Coding Technologies disclaims any explicit or implied warranty of fitness for High-Risk Activities.
- 11. TERMINATION. This Agreement and your right to use this Software automatically terminate if you fail to comply with any material provision of this Agreement. Orban/Coding Technologies may terminate this License at any time by delivering notice to you and you may terminate this License at any time by destroying or erasing your copy of the Software. Upon termination of this License Agreement, you agree to destroy or erase the Software.
- 12. U.S. GOVERNMENT RESTRICTED RIGHTS AND EXPORT RESTRICTIONS. U.S. GOVERNMENT RESTRICTED RIGHTS: This Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. Manufacturer is CRL Systems, Inc., dba Orban, 1525 Alvarado St., San Leandro, CA 94577 U.S.A. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country subject to a U.S. embargo; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the Software, you are agreeing to the foregoing and are representing and warranting that (i) no U.S. Federal agency has suspended, revoked, or denied you export privileges, (ii) you are not located in or under the control of a national or resident of any such country or on any such list, and (iii) you will not export or re-export the Software to any prohibited county, or to any prohibited person, entity, or end-user as specified by U.S. export controls.
- 13. GENERAL TERMS AND CONDITIONS. This License Agreement shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by Orban/Coding Technologies or not. The acceptance of any purchase orders you place is expressly made conditional on your consent to the terms set forth herein. The terms and conditions contained in this License Agreement may not be modified except in a writing duly signed by you and an authorized representative of Orban/Coding Technologies. If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. The waiver or failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further right hereunder. This License Agreement shall be governed by the laws of the State of California, without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the State of California. Any and all unresolved disputes relating in any way to, or arising out of, the Software, your use of the Software or this License Agreement shall be submitted to arbitration in the State of California; except that, to the extent that you have breached or have indicated your intention to breach this License Agreement in any manner that violates or may violate Orban/Coding Technologies intellectual property rights, or may cause continuing or irreparable harm to Orban/Coding Technologies (including, but not limited to, any breach that may impact Orban/Coding Technologies intellectual property rights, or a breach by reverse engineering), Orban/Coding Technologies may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. Any arbitration of a dispute under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. This License Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

## 14. SOFTWARE COPYRIGHT.

Copyright ©2006 CRL Systems, Inc., dba Orban. <a href="http://www.orban.com">http://www.orban.com</a> Copyright ©2006 Coding Technologies AB. <a href="http://www.codingtechnologies.com">http://www.codingtechnologies.com</a> All rights reserved.

Opticodec is a registered trademark of CRL Systems, Inc., dba Orban. aacPlus is a registered trademark of Coding Technologies AB

Copyright ©2006 CRL Systems, Inc., dba Orban Copyright ©2006 Coding Technologies AB All rights reserved.