

## LICENSE AGREEMENT FOR 9 SOUNDWARE PATCHES

This License Agreement (this “Agreement”) is a legally binding agreement between you (an individual or single entity) (“Licensee”) and Daisuke Fuchigami (“Licensor,” and together with Licensee, the “Parties” and each a “Party”) to use Licensor’s sound files for which Licensee purchased a license from Licensor (the “Patches”). If Licensee does not agree with the terms of this Agreement, then Licensee may not use the Patches.

Grant. Licensor hereby grants to Licensee a perpetual, limited, non-exclusive, non-transferable, worldwide right to use the Patches on three computer systems for Licensee’s own individual use in composing original musical works. Licensee may use the Patches in its own original compositions without any restrictions other than as set forth herein. Licensee may not resell or redistribute the Patches or any portion thereof except as otherwise combined into Licensee’s own original musical works. All other rights that are not expressly granted to Licensee hereunder are reserved by Licensor. Licensee may make two copies of the Patches for backup purposes only.

Restrictions on Use. Licensee may not use the Patches on more than three computer systems at a time without buying additional licenses. Other than the distribution of Licensee’s own original musical work(s) that may incorporate Patch(es) or portions thereof, Licensee may not sublicense, lend, distribute, share, rent, lease or otherwise make any of the Patches available to any third party in any manner (including, without limitation, through Internet websites, file transfer sites and local area networks). Licensee may not adapt, modify or create derivative works from any part of the Patches other than as combined by Licensee into Licensee’s own original musical work(s).

Ownership. Licensee agrees and acknowledges that Licensor owns all right, title and interest in and to the Patches and all intellectual property rights related thereto (other than the rights granted herein).

Representations and Warranties. Licensee represents and warrants to Licensor that Licensee has full power and authority to enter into this Agreement and perform the obligations herein provided. LICENSOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all liabilities, judgments, penalties, losses, costs, damages, and expenses (including attorneys’ fees and accountants’ fees) (“Losses”) resulting from or arising out of (i) breach of this Agreement, or (ii) Licensee’s own musical works, other than such Losses resulting from or arising out of Licensee’s use of the Patches in accordance with this Agreement.

Assignment. Licensee may not assign this Agreement to any third party.

Termination. Upon any breach of this Agreement, all of Licensee’s rights under this Agreement will immediately terminate and Licensee shall cease all use of the Patches and delete any and all copies of the Patches stored by Licensee (whether stored on CDs, DVDs, or Licensee’s hard disk drives).

Limitation on Liability. In no event will Licensor be liable to Licensee for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

Amendment and Waiver. No amendment, modification or discharge of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

Severability. If any provision of this Agreement is inoperative or unenforceable for any reason in any jurisdiction, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, Sections or subsections of this Agreement in any jurisdiction shall not affect the remaining portions of this Agreement in such jurisdiction or in any other jurisdiction.

Equitable Relief. Licensee acknowledges that Licensor will suffer irreparable harm as a result of the breach by Licensee of any covenant or agreement to be performed or observed by Licensee under this Agreement, and acknowledges that Licensor shall be entitled to apply for and receive from any court or administrative body of competent jurisdiction a temporary restraining order, preliminary injunction and/or permanent injunction, without any necessity of proving damages, enjoining Licensee from further breach of this Agreement or further infringement or impairment of the rights of Licensor.

Construction and Interpretation. In any construction of this Agreement, the Agreement will not be construed against any Party based upon the identity of the drafter of the Agreement or any provision of it. When used in this Agreement, the words “herein”, “hereby”, “hereunder”, “hereof”, and “hereto” and words of similar import, will refer to this Agreement in its entirety and not to any particular section, subsection, paragraph, sub-paragraph, clause or other subdivision of this Agreement.

Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the laws of the United States, in respect to copyright and trademark issues and in all other respects, including, but not limited to, as to validity, interpretation and effect, by the internal laws of the Commonwealth of Massachusetts, without giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction). Each of the parties hereto hereby agrees to submit to the personal jurisdiction of the Commonwealth of Massachusetts and to submit all disputes on an exclusive basis to the state or federal courts located within the County of Somerville, Massachusetts.