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END USER LICENSE AGREEMENT FOR SOUNDRANGERS AUDIO CONTENT (EULA)

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(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).

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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.

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(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 multiple computers over a 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. 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.

8. 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.

9. 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.

10. 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.

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12. 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.