

GuitarMan_MPI Test Clip
LIMITED LICENSE AGREEMENT ("AGREEMENT")

This Agreement is a legal agreement between the undersigned ("Licensee") and Dolby Laboratories, Inc. ("Dolby") for the GuitarMan_MPI Test clip described on Schedule 1 attached hereto, as may be updated from time to time by Dolby in its sole discretion (collectively, the "Test Clip") that accompanies this Agreement. ("Dolby") hereby grants to Licensee a limited, nonexclusive, non- sublicensable, non-transferable license to use and reproduce in unmodified form the Test Clip solely for purposes of video compression testing, evaluate MPI SEI messages for standardization purposes and academic papers related to standardization, in the territory " (the "Territory") and for the period (the "Term"): described in Schedule 1" upon the following terms and conditions.

1. Licensee will not use the Test Clip for any purpose other than the purpose set forth above, including but not limited to use for advertising or other commercial purposes. Without limiting the generality of the foregoing, Licensee will not (directly or indirectly through third parties) transfer, or publicly distribute, exhibit, perform, broadcast, rebroadcast, or transmit the Test Clip or any portions thereof, or sublicense any or all of the rights granted hereunder, in any manner whatsoever. Further, Licensee agrees not to include the Test Clip in any product or work, combine the Test Clip with any other materials, prepare derivative works based upon the Test Clip, or distort, delete portions of or otherwise modify the Test Clip. In no event will Licensee use the Test Clip in any manner that is derogatory or defamatory to Dolby or its products.

2. This is a license, not a transfer of title, to the Test Clip, and Dolby retains all right, title and interest, including but not limited to all intellectual property rights, in and to the Test Clip and any media on which the Test Clip are provided. Dolby reserves all rights not expressly granted to Licensee herein. In no event will Licensee remove any copyright, trademark or other proprietary rights notices or markings included in the Test Clip as originally provided to Licensee.

3. Except as expressly provided in this Agreement, the Test Clip shall be considered confidential, and Licensee agrees not to disclose the Test Clip to any third party except as mutually agreed in writing or as required by law, governmental authority or court order. Any results derived by Licensee from the testing or evaluation of the Test Clip may only be shared with third parties for non-commercial purposes and academic papers within a standards setting environment.

4. Dolby may terminate this Agreement upon written notice if Licensee breaches any provision hereof. Upon termination, all rights granted hereunder will terminate and Licensee will immediately discontinue using the Test Clip and return to Dolby any and all media products containing the Test Clip.

5. Dolby represents and warrants that it has sufficient rights to license the Test Clip in accordance with the terms of this Agreement. Subject to the foregoing, the Test Clip and any and all portions thereof are provided "AS-IS" and Dolby makes no representations or warranties, whether express, implied or statutory. Dolby specifically disclaims all representations and warranties of merchantability, non-infringement or fitness for a particular purpose.

6. Notwithstanding anything to the contrary in this Agreement, the entire liability of Dolby under this Agreement shall be limited to the amount paid under this Agreement, if any, but in no event no more than

USD \$500.00. The limitations in this Section 6 will apply to the fullest extent permitted by applicable law and even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

7. This Agreement will be construed according to the substantive law, but not the choice of law rules, of the State of California and of applicable federal law of the United States. If any dispute arises under this Agreement, the venue for such dispute will be in the California Superior Courts and the Federal District Court for the Northern District of California located in San Francisco, California and Licensee hereby submits to the jurisdiction of such courts. Licensee acknowledges that monetary damages may not be a sufficient remedy in the event of an actual or threatened breach of the license rights granted hereunder, and that Dolby may be entitled, without waiving any other rights, to seek injunctive and other equitable relief in any court of competent jurisdiction.

8. This Agreement, together with Schedule 1, constitutes the entire agreement between the parties with respect to its subject and supersedes any and all prior understandings, arrangements, and agreements between us. Sections 2 through 8 will survive expiration or termination of this Agreement. No part of this Agreement will be modified except by a written agreement signed by the parties. Nothing in this Agreement creates any joint venture, partnership, agency, or employee-employee relationship between us. Licensee may not assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise. Any attempted assignment or delegation by Licensee without Dolby's written consent will be void. This rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. No waiver of any breach committed by a party in one instance will constitute a waiver or license to commit or continue breaches in any other instance. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. To indicate your agreement with its provisions, please sign this Agreement and the enclosed copies and return them to Dolby for countersignature. A fully executed copy will be returned for your records. This Agreement shall be effective on the last date of signature below ("Effective Date")

DOLBY LABORATORIES, INC.
1275 Market Street
San Francisco, Ca 94103

LICENSEE _____

By (Signature): _____

By (Signature): _____

Name (Print): _____

Name (Print): _____

Title _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1 TO
GuitarMan_MPI Test Clip
LIMITED LICENSE AGREEMENT

Dolby Test Clip: GuitarMan_MPI

Term: The License herein shall commence on [the Effective Date] and automatically terminate on 12/31/2034

Territory: Worldwide