

END-USER LICENSE AGREEMENT (“AGREEMENT”) FOR DOLBY BRAND CENTRAL

This Agreement is a legal agreement between you (either as an individual or an entity, hereinafter referred to as “you” or “Customer”), and Dolby Laboratories, Inc., a California Corporation, governing your access to and use of the Dolby assets that are available for download via Dolby Brand Central (collectively, the “Assets”). **YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT FOR ANY AND ALL ASSETS YOU DOWNLOAD FROM DOLBY BRAND CENTRAL (“DBC”). IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT REGISTER AN ACCOUNT OR OTHERWISE USE DOLBY BRAND CENTRAL AND/OR ANY ASSETS AVAILABLE THEREON.**

1. LICENSE GRANT. Dolby grants you only those rights expressly granted to you in this Agreement provided that you comply with all terms and conditions of this Agreement.

1.1 License Grant. Dolby grants to you a nonexclusive, revocable, limited, non-transferable license to reproduce, use and display the Assets for purposes of promoting goods and services which utilize Dolby technologies. The license herein is further subject to any additional terms provided by Dolby in the term sheet (“Term Sheet”) which is packaged with the Asset (e.g. term, territory, scope of use, etc.).

1.2 Use of Subcontractors. You may allow subcontractors to use the Assets only on your behalf in accordance with the terms of this Agreement provided that the subcontractor accepts the terms of this Agreement. You agree to be liable for all acts or omissions of any such subcontractors.

2. RESERVATION OF RIGHTS AND OWNERSHIP. Dolby reserves all rights not expressly granted to you in this Agreement. The Assets are protected by copyright and/or other intellectual property laws and treaties. Dolby and its suppliers own the title, copyright, and other intellectual property rights in the Assets. The Assets are licensed, not sold and Dolby and its suppliers retain ownership of all copies of the Assets.

3. LIMITATIONS ON LICENSE. You are expressly prohibited from using the Assets in any manner not specifically authorized by Dolby in this Agreement. You may not delete, fail to reproduce or modify any proprietary rights notices which appear on or in the Assets. You may not use the Assets in connection with tobacco, firearms, or any pornographic, defamatory or otherwise objectionable use as determined by Dolby in its sole discretion.

4. TERMINATION. Without prejudice to any other rights, Dolby may immediately terminate this Agreement with or without cause in its sole discretion. In such event, you and your subcontractor must immediately cease using the Assets and destroy all copies of the Assets. All confidentiality obligations and all limitations of liability and remedy, exclusions of damages, and warranty disclaimers shall survive any termination of the Agreement.

5. DISCLAIMER OF WARRANTIES. THE ASSETS ARE PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, ACCURACY AND FITNESS FOR LICENSEE'S PURPOSE. YOU ACKNOWLEDGE THAT YOUR PARTICULAR USE OF THE ASSETS MAY REQUIRE ADDITIONAL LICENSES, RELEASES AND CONSENTS FROM THIRD PARTIES AND THAT YOU ALONE ARE RESPONSIBLE FOR OBTAINING ANY AND ALL THIRD PARTY RIGHTS AND MAKING ANY REQUIRED PAYMENTS TO SUCH THIRD PARTY RIGHTS OWNERS AS MAY BE REQUIRED PER YOUR INTENDED USE.

6. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** IN NO EVENT WILL DOLBY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT DOLBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. **LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF DOLBY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO DOLBY FOR THE APPLICABLE ASSETS, BUT IN NO EVENT MORE THAN USD\$500.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **INJUNCTIVE RELIEF.** You acknowledge that any actual or threatened violation of this Agreement will cause irreparable injury to Dolby for which monetary damages would not be an adequate remedy and in such event, you agree that Dolby shall be entitled to obtain injunctive relief in any court or forum of competent jurisdiction in addition to pursuing any other available legal remedies in connection with any such violation.

9. **REPRESENTATIONS AND WARRANTIES.** You represent, warrant, and covenant that your use of the Assets will at all times comply with the terms of this Agreement.

10. **GOVERNING LAW:** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws, without respect to conflict of laws provisions, and you agree to submit to the jurisdiction of the court, set forth below based on the applicable region where you are located:

<u>Region</u>	<u>Governing Law</u>	<u>Court Jurisdiction</u>
Europe	England	English Courts
All other countries	State of California, USA	State or Federal Courts located in San Francisco, CA

People's Republic of China	State of California, USA	Arbitration at the Hong Kong International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules ("UNCITRAL Rules"). The arbitration tribunal shall consist of one arbitrator to be appointed according to the UNCITRAL Rules. The language of the arbitration shall be English.
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Notwithstanding the foregoing, nothing in this section shall prevent Dolby from seeking any injunctive or equitable relief by a court of competent jurisdiction that is necessary to protect Dolby's rights or property until such dispute is resolved. This Agreement will be interpreted and construed in accordance with the English language. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA") and the U.N. Convention on Contracts for the International Sale of Goods will have no force or effect on these terms and conditions

11. INDEMNIFICATION. You hereby agree to indemnify, defend and hold harmless Dolby and its affiliates, and their respective successors, officers, directors, employees, agents, and representatives from any claim, loss, or damage (and expenses incurred in the investigation and defense thereof, including attorneys' fees), arising out of or in connection with your use of the Assets. You agree to promptly notify Dolby of any applicable claim upon becoming aware of it and will, at your sole cost and expense, control the defense and disposition of such claim (including, all decisions to litigate and/or settle or appeal, subject to Dolby's consent for any settlement imposing any obligation on Dolby). Dolby shall reasonably cooperate in the defense thereof. Dolby may, at its option and expense, retain its own counsel to participate in any proceeding. You shall promptly advise Dolby of any significant events occurring in such actions, including but not limited to any issues that could affect Dolby's interests or situations where you and Dolby may potentially have adverse interests (such as issues relating to discovery from Dolby).

12. MISCELLANEOUS. This Agreement, together with all applicable Term Sheets, contains the entire agreement between the parties and supersedes all previous agreements or representations (written and oral) between the parties regarding its subject matter. This Agreement will not be deemed modified by any course of dealing, any act or failure to act on the part of Dolby, or by Dolby's failure to object to any of your acts or omissions which may violate the terms of this Agreement. No failure to object to any event of default in one instance will constitute a waiver or license to commit or continue events of default in other or like instances. In any action to resolve a dispute under this Agreement, the prevailing party will be entitled to recover from the other party all costs and expenses incurred in that action and any appeal therefrom, including but not limited to court or arbitration costs and fees, all reasonable attorneys' fees, and other related costs. The licenses granted to you hereunder are personal to

you and may not be assigned, sublicensed or otherwise transferred without the prior written consent of Dolby. Any assignment without Dolby's consent shall be void and automatically terminate this Agreement. Neither party is the agent or representative of the other, and neither has authority to assume obligations or make representations on behalf of the other.