

This Lending and License Agreement (“Agreement”) is entered into as of _____ between MUSIC Semiconductors, Inc. with offices at 5850 T.G. Lee Blvd, Suite 330, Orlando, FL32822, USA and _____, having a principal place of business at _____

1. **THE SOFTWARE.** The Software to which this license applies (the “Software”) refers to the CAM Navigator PCI card driver and Studio software.
2. **THE HARDWARE.** The Hardware to which this lending agreement applies to is the CAM Navigator add-on PCI card.
3. **OWNERSHIP.** MUSIC Semiconductors, Inc. (“MUSIC”) is the owner of the software and hardware and all copyrights and trademark. The Software is protected by title 17 of the United States Code (the Copyright Act), and you must honor all rights established by the Copyright Act with respect to the Software. The Software and Hardware embody substantial creative efforts and confidential information, ideas and structure, which have not been revealed to the public.
4. **USE OF SOFTWARE.** You may use the Software on a single computer, and may move the Software to a different computer. You may copy the Software for support and backup purposes. Nevertheless, you may not: (a) use or install the Software on more than one computer at a time, (b) make any copies of the Software Manual, (c) modify, decompile, disassemble, reverse engineer, nor create derivative works from the Software nor merge it into any other program, nor (d) allow any person, including employees, to do any of these things.
5. **USE OF HARDWARE.** You may use the Hardware and install in a single computer and may move the card to another computer that is within the same premises on the address given above. Nevertheless you may not (a) make any reproduction of the boards (b) modify, disassemble, reverse engineer nor create derivative boards out of the hardware (c) allow any person including employees to do any of these things during the term of lend.
6. **NO ASSIGNMENT.** You may not transfer, lease, assign, nor sublicense the software and hardware without the written consent of MUSIC.
7. **TERMS of LENDING AND LICENSE.** The terms of this agreement is valid for 60 days from the date of signing by both parties. (a)The recipient will be allowed to use both the software and hardware for the same period (excluding the shipping lead time as applicable). (b) If the recipient needs additional days to complete a project, the recipient shall notify MUSIC in writing 7 days before the duration expires. If MUSIC will grant the request , the recipient will be required to execute another agreement of the same. Otherwise, the hardware must be returned and the software must be deleted in the recipient’s system (c) Should it be deemed for the recipient to have the Software and Hardware at a longer time than defined above, MUSIC grants the recipient the option to purchase the hardware and software at a price of USD700.00. MUSIC, at its option, may consider the amount to be credited to the recipient’s account at the end of the project or at the time that the project is in production and generating revenue for MUSIC.
8. **REVISIONS.** From time to time MUSIC may issue revisions of the Software. MUSIC will be responsible to inform the recipient about the extent and coverage of the revision and will be advised to download the revised software. If you receive a revision, you agree to replace the Software with the revised version and acknowledge that the update will be governed by the terms of this Lending and License Agreement. Any revisions on the Hardware will be governed by this Lending and License Agreement.
9. **WARRANTY.** MUSIC warrants to you that the Software and Hardware, if properly installed and operated on a computer for which it is designed and programmed, will perform substantially in accordance with the specifications set forth in the Manual provided with the Software. MUSIC also warrants that the Hardware will be delivered to the premises of the recipient in good working condition.
 - 9.1 **Recipients Responsibility on Software .** The Software should be used with precaution at all times. The recipient will be held liable for any damages, due to accident, unusual physical, electrical, or electromechanical stress, neglect, misuse, failure of electric power, environmental condition, transportation, operation with operating systems, media, other software, or hardware not approved by MUSIC, or tampering with or altering of the Software. In addition, you assume responsibility for the selection of the Software to achieve your intended results and for the installation, use, and results obtained from the Software.
 - 9.2 **Recipients Responsibility on Hardware .** As this is a lending agreement, the recipient will be held liable for any damage that maybe incurred on the hardware during the lending period. MUSIC should be notified by the recipient on the extent of the damage and must be returned to MUSIC within one day of the notification. MUSIC will do repair and replacement as necessary and bill back the cost to the recipient. In the event that the extent of the damage is not repairable, the recipient is liable to pay USD700.00 which represents the cost of the board.
 - 9.3 **Limits of Liability..** MUSIC SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PROFITS, LOST SAVINGS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OFWARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER LEGAL THEORY EVEN IF THE COMPANY OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS LICENSED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of liability contained herein, so the above limitations or exclusions may not apply to you.
10. **DEFAULT AND REMEDIES.** If you or any of your employees or agents violates or attempts to violate any provision of this Agreement of any copyright laws with respect to the Software and Hardware, this agreement shall automatically terminate. Furthermore, MUSIC shall be entitled to all legal and equitable remedies including an injunction of any actions prohibited hereby, specific performance of you obligations hereunder, remedies set forth in 17 u.s.c. 501, et seq., and recovery of the costs of enforcing this Agreement including attorneys’ fees, expert witness fees and costs. If any provision hereof is deemed to be unenforceable, then the remainder of this Agreement shall not be affected, and shall be enforced as if the unenforceable provision were not included herein. This agreement will be governed by the laws of the State of Florida except as to matter pre-empted by United States law. In the event of any dispute involving this license, you agree to exclusive jurisdiction and venue in either state or federal courts in Florida and agree that the prevailing party shall be entitled to its attorneys’ fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

MUSIC Semiconductors, Inc.

Company:

Signed: _____

Signed: _____

Name:

Name:

Title:

Title: