

# Content Registration Agreement

## Audible Magic Corporation Content Registration Program Content Registrant General Conditions and Terms of Service

### 1. Definitions

- a. "Audible Magic Content Registration Program" or "AMCRP" means the program in which Audible Magic's fingerprinting software is used to create Fingerprints of Content. Fingerprints submitted by content registrants under the AMCRP may be included in the Reference Database.
- b. "AM Products and Services" shall include the Product and all services provided by Audible Magic in conjunction with the AMCRP.
- c. "Business Rule" means the rule, if any, returned to a user of Audible Magic's Content identification services that indicates how Content should be processed. In the absence of any Business Rule designated by the Content Registrant, the default Business Rule will be "Block."
- d. "Content" means copyrightable works such as sound recordings or audiovisual recordings.
- e. "Fingerprint" means Audible Magic's proprietary analytical representation of the Content that can be compared to other, similarly created analytical representations.
- f. "Metadata" means information describing the Content such as, but not limited to, program name, song or video title, artist, copyright date, studio or record company, cover art, and identifiers such as ISRC and UPC codes.
- g. "Product" means a licensed version of Audible Magic's Digital Fingerprint Generation Software Library, including, where applicable, any graphic and other interface that may be provided.
- h. "Reference Database" means Audible Magic's databases of Fingerprints, Metadata and Business Rules used for providing Content identification services.

### 2. Content Registration Obligations

- a. Content Registrant. Content Registrant may, either directly or through a third party services provider: i) submit Fingerprints of Content using the Product, ii) provide to Audible Magic, or Audible Magic's authorized designee, physical media, such as DVD, compact disks or magnetic tape, or electronic media, and/or iii) deliver or provide authorization to access digital streams or broadcasts, containing one or more items of Content; and the corresponding Metadata.
- b. Audible Magic. Audible Magic, or Audible Magic's authorized designee, shall deal with all Content provided hereunder strictly in accordance with the AM Content Security Policy (found at <http://www.audiblemagic.com/content-security-policy/>) and shall use Content solely for generation and inclusion of Fingerprints and the corresponding Metadata in Audible Magic's Reference Database, in order to provide identification and services to third parties. Audible Magic shall be responsible for ensuring that its authorized designees comply with the applicable portions of this Agreement when using the Content.

### 3. Product License.

Audible Magic ("AM") grants Content Registrant a non-exclusive and non-transferable license to use the executable code version of the Product free of charge for the purpose of accessing and using the AM Products and Services. Content Registrant may not use the AM Products and Services for any other purpose. Content Registrant may make a limited number of copies of the Product as required for such purpose. Each copy is governed by the terms of this Agreement.

### 4. Rights

- a. As between Content Registrant and AM, Content Registrant retains any and all right, title and interest in and to the Content and Metadata. Except as may be expressly set forth herein, no rights therein are licensed, transferred or assigned to AM. As between Content Registrant and AM, AM retains all right, title and interest in and to the technology used by AM for generating Fingerprints and in the Fingerprints themselves.
- b. Title, ownership rights, and intellectual property rights in the Product shall at all times remain in AM and/or its suppliers. Content Registrant acknowledges AM's ownership of intellectual property rights in the Product and will not take any action to jeopardize, limit or interfere in any manner with those rights. The Product is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product are the property of the applicable content owner and are protected by applicable law. The license granted under this Agreement gives Content Registrant no rights to such content. Except as expressly provided herein, nothing in this Agreement will be construed to assign or transfer any rights.

### 5. Restrictions.

Except as otherwise expressly permitted in this Agreement, and in addition to any other restrictions herein, Content Registrant may not: (i) modify or create any derivative works of the Product



or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, use the Products in a timesharing or service bureau arrangement, or otherwise transfer rights to the Product; (iv) copy the Product (except for an archival copy which must be stored on media other than a computer hard drive); (v) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; (vi) modify any header files or class libraries in the Product; (vii) create or alter tables or reports relating to the database portion of the Product (except as necessary for operating the Product); (viii) publish or disclose any results of benchmark tests run on the Product or disclose Product features, errors or bugs to a third party without Audible Magic's prior written consent; (ix) use the Product for any purpose other than generation of Fingerprints for use with and consistent with the Services.

6. **Payment.** Unless otherwise specified in writing, AM hereby waives all fees hereunder associated with the registration of Fingerprints, Metadata, and Business Rules into its Reference Database and license of the Product. AM shall not charge fees related to the fingerprinting of live transmissions or processing of Fingerprints and Metadata by AM, and specific deployment and management of Fingerprints, Metadata, and Business Rules unless such fees are agreed upon in writing in advance between AM and Content Registrant.
7. **Acceptance.** All requests by Content Registrant for registration in the Reference Database are subject to acceptance by AM in its sole discretion. Nothing in this Agreement requires AM to register or deploy any Content Fingerprints.
8. **Term.** The license granted under this Agreement shall continue unless and until terminated. Either party may terminate this Agreement at any time for any reason by providing the other with at least 10 days prior written notice. Audible Magic may terminate this Agreement immediately if Content Registrant fails to comply with a material term or condition described herein. Content Registrant must destroy all copies of the Product immediately upon termination of the Agreement.
9. **Rights and Obligations on Termination**
  - a. Upon the termination of this Agreement, AM will no longer use Content provided by Content Registrant hereunder to generate Fingerprints for the Reference Database, and shall promptly delete or destroy all copies of such Content upon Content Registrant's written request to do so. AM shall retain any Fingerprints and Metadata.
  - b. Upon termination of this Agreement, Content Registrant shall destroy or return to AM all copies of the Product and shall cease creating Fingerprints of Content and submitting such Fingerprints to AM for inclusion in the Reference Database.
10. **Survival.** The terms and conditions of Pars. 2, 4, 5, 9, 12, 13, 14, 15, and 16 shall survive the termination of this Agreement.
11. **Authorization.** Each party hereto represents and warrants to the other that it has the full power and authority to enter into and fully perform its obligations under this Agreement. Without limiting the foregoing, Content Registrant represents and warrants to AM that it owns or controls the copyright to the Content supplied by Content Registrant hereunder or is otherwise legally authorized by the copyright owner to act on behalf of such owner for the matters set forth herein. Content Registrant further represents and warrants that the Metadata associated with the Content it supplies to AM is accurate.
12. **Confidentiality.** For purposes of this Agreement, the party who discloses Confidential Information shall be known as the "Disclosing Party" and the party who receives Confidential Information shall be known as the "Receiving Party". Confidential Information" shall mean all information relating to the Disclosing Party's technology and business, including but not limited to, software products and systems, content files, metadata, business rules, and unique Audible Magic identifiers.
  - a. The Receiving Party shall maintain the Confidential Information in confidence and shall not disclose the Confidential Information to any third party.
  - b. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use, publish or otherwise disclose to others, any of the Confidential Information. Receiving Party may disclose the Confidential Information to its officers, directors, employees and professional advisors who need access to such information.
  - c. The Receiving Party shall have no obligation with respect to any portion of such Confidential Information that: (i) was known to it prior to receipt from the other party; (ii) is lawfully obtained by it from a third party under no obligation of confidentiality; (iii) is or becomes publicly available other than as a result of any act or failure to act of Receiving Party; or (iv) is disclosed pursuant to any judicial or governmental request, requirement or order; provided that the Receiving Party

takes all reasonable steps to provide prompt and sufficient notice to the Disclosing Party so that the Disclosing Party may contest such request, requirement or order. If Receiving Party claims that Confidential Information it receives is subject to any of the exclusions contained in clauses (i) through (iv) above, it shall have the burden of establishing by clear and convincing documentary evidence that the exclusion applies.

- d. The Receiving Party shall return to the Disclosing Party and erase or destroy any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information immediately upon termination of this Agreement or upon the written request of the Disclosing Party.
- e. Nothing herein constitutes a transfer or assignment of Confidential Information from one party to the other.
- f. The Receiving Party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Disclosing Party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement. Receiving Party shall notify Disclosing Party in writing immediately upon Receiving Party's becoming aware of any such breach or threatened breach.
- g. In the case of a dispute between Content Registrants, or between Content Registrants and third-party users of Audible Magic services, Audible Magic has the right to disclose Content Registrant's names and other data regarding the Content in question in order to allow the parties to resolve ownership and other disputes.

13. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, EITHER PARTY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID HEREUNDER (IF ANY). AUDIBLE MAGIC IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY CONTENT REGISTRANT OR A THIRD PARTY THAT IS PROCESSED THROUGH THE SERVICES. THIS PARAGRAPH STATES AUDIBLE MAGIC'S ENTIRE LIABILITY ARISING FROM THE AM PRODUCTS AND SERVICES.
14. **LIMITED WARRANTY.** THE AM PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT THEY ARE FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE AM PRODUCTS AND SERVICES IS BORNE BY CONTENT REGISTRANT. SHOULD THE AM PRODUCTS AND SERVICES PROVE DEFECTIVE IN ANY RESPECT, CONTENT REGISTRANT AND NOT AUDIBLE MAGIC ASSUMES THE ENTIRE COST RELATED THERETO. FOR THE SAKE OF CLARITY, CONTENT REGISTRANT IS NOT RESPONSIBLE FOR ANY COSTS RELATED TO THE REPAIR AND OR RESTORATION OF THE AM PRODUCTS AND SERVICES SHOULD THEY PROVE DEFECTIVE.
15. **Indemnification.** Content Registrant will defend and indemnify AM against any claims, lawsuits, or proceeding, and pay any resulting damages and expenses (including reasonable attorneys' fees) brought against AM arising from Content Registrant's provision of inaccurate Metadata, noncompliance with the terms of this Agreement, failure to comply with law applicable to this Agreement, and/or negligence or willful misconduct. AM shall provide Content Registrant with prompt written notice of any indemnifiable claim. Content Registrant shall have full authority to defend or settle the claim at its option with counsel of its choosing. Content Registrant shall permit AM to participate in the suit in an advisory capacity and AM shall cooperate with Content Registrant and shall at all times have the right fully to participate in such defense at its own expense.
16. **General.** This Agreement is the entire agreement between the parties on the subject matter hereof. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns of the parties. This Agreement shall be governed by and interpreted by the laws of the State of California, without regard to its provisions regarding choice of laws. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Both parties will submit to

the jurisdiction of the Federal or, as appropriate, state courts of the State of California, county of Santa Clara, and no other court or venue, to resolve any disputes regarding the interpretation or the subject matter of this Agreement. The parties are, and shall remain, independent contractors and nothing in this Agreement will be construed as constituting the parties as partners or as creating the relationships of employer and employee, franchiser and franchisee, or principal and agent between Audible Magic and Content Registrant. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and is signed by an authorized official of Audible Magic and the Content Registrant regardless of any course of conduct by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of 

April 25, 2024

  
("Effective Date").

Company Name: 

Company Name

Company Address: 

Company Address

Business Contact: 

Person's Name

Telephone Number

email address

Technical Contact: 

Person's Name

Telephone number

email address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of 

April 25, 2024

Signer's Job Title: 

Job Title

X

X

Vance Ikezoye

Signed By Vance Ikezoye  
Signed On: September 27, 2019



# Signature Certificate

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