

**BETA TESTING AGREEMENT  
DENON DJ ENGINE PRIME & ENGINE OS**

To participate in this Beta Testing Program for **DENON DJ ENGINE PRIME & ENGINE OS**, you must read and accept the terms of the agreement below.

THIS BETA TEST AGREEMENT (THE “AGREEMENT”) DESCRIBES THE TERMS BY WHICH INMUSIC BRANDS, INC. (“INMUSIC”) OFFERS YOU ACCESS TO PRODUCTS (THE “PRODUCTS”) TO USE A PRE-RELEASE VERSION BEING DEVELOPED BY OR FOR INMUSIC, SOLELY AS PART OF THIS CLOSED BETA TESTING PROGRAM. The Agreement is between you and inMusic. Please see below for contact information for inMusic.

BY SIGNING THIS AGREEMENT, YOU ACCEPT THE TERMS AND CONDITIONS BELOW. BY FAILING OR REFUSING TO SIGN THIS AGREEMENT, YOU DECLINE OUR OFFER, IN WHICH CASE YOU SHOULD CONTACT INMUSIC REGARDING REMOVAL FROM THIS BETA TESTING PROGRAM. In the event you choose not to accept this Agreement, by accepting, retaining and/or otherwise using any hardware Products or, in the case of software, by installing, copying, downloading, accessing or otherwise using the Products, you will be deemed to have agreed to be bound by the terms of this Agreement. Further, you hereby acknowledge that you choose to accept and be bound by the terms of this Agreement every time you use the Products. If you do not agree to the terms of this Agreement, do not use the Products. You acknowledge inMusic has provide you enough time for reviewing the terms and conditions of this Agreement before your acceptance.

**BETA TESTING AGREEMENT**

inMusic has designed and developed the Products. inMusic has established a closed beta testing program (the “Beta Program”) to, among other things, allow a limited number of people to test and give feedback and comments to inMusic regarding the features, capabilities and performance of the Products. All Products and related documents and information are referred to as the “Beta Materials” in this Agreement.

By participating in the Beta Program, you agree to the following:

1. **Representations and Warranties**
  - (A) You represent and warrant that you are eighteen (18) years of age or older, and are not a principal, employee, agent, independent contractor, officer or director of a designer, developer or manufacturer of audio or related products (other than inMusic). You represent and warrant that you are entering into this Agreement voluntarily with no expectation of compensation other than what is expressly provided for in this Agreement.
  - (B) You acknowledge that the Beta Program shall run from the time you physically receive any Beta Materials or, in the case of software, install, copy, download,

access or otherwise use the Beta Materials, and shall end upon the expiration of the Beta Program, unless otherwise extended or terminated unilaterally by inMusic at inMusic's sole discretion. inMusic may, in its sole discretion for any reason and at any time during the Beta Program, terminate your participation therein without any form of compensation due to you whatsoever for this termination.

- (C) You acknowledge that in becoming part of the Beta Program, that inMusic is providing you free of charge the Beta Materials (which constitutes the sole and sufficient consideration for this agreement) and that inMusic has not made any other promises, whether express or implied regarding any other form of consideration for your participation in the Beta Program.
- (D) inMusic may, in its sole discretion, terminate the Beta Program at any time.
- (E) You agree that your participation in the Beta Program does not constitute an employment Agreement or offer of such an agreement, between you and inMusic and that inMusic does not ask and/or require you to work a certain number of hours, shifts, etc. as part of your participation in the program and that your participation in the program is strictly voluntary and done solely for your personal enjoyment; and, that inMusic expects you only to use your leisure time to participate in this program, and does not expect you to forego other activities, including gainful employment, during the time you spend participating in this voluntary program. You may stop being a volunteer tester of the Products at any time that you wish.
- (F) You agree that while the role you will play in helping inMusic develop better Products is helpful; it does not constitute a critical or vital role in the development of Products such as to entitle you to claims of ownership or rights to receive any other compensation of any kind for your participation.

## 2. Right to Use; License Grant

In the event that you receive the Beta Materials from inMusic, you are granted the revocable, limited right to use the Beta Materials for the sole purpose of evaluating the Beta Materials as permitted under Section 5 below as part of the Beta Program. In the case of software, you have the right to install the Beta Materials onto a single computer. You may not use, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Beta Materials except as provided in this Agreement. All other rights are reserved to inMusic.

## 3. Use Restrictions

You shall not:

- (A) Sublicense to, transfer, distribute or permit use of the Beta Materials by, any third party;

- (B) Reverse engineer or disassemble the Beta Materials, including decompiling any software;
- (C) Make copies of the Beta Materials other than one (1) copy for back-up purposes to be used solely as a replacement for the original copy, provided that You include on the back-up copy all copyright and other notices that are included on the Beta Materials;
- (D) Export the Beta Materials in violation of the export control laws of the United States of America and other countries; and/or
- (E) Share your Account with any third party.

4. Indemnification

You:

- (A) agree to indemnify, defend and hold inMusic harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties or obligations herein; and
- (B) release, inMusic and its direct and indirect parents, subsidiaries, affiliates and sister corporations, and their respective officers, directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with the use of the Beta Materials and/or your participation in the Beta Program.

5. Testing and Evaluation Obligations

You agree to perform all of the following obligations in connection with this Beta Program:

- (A) to test, evaluate and analyze the Products and specific aspects of them as identified by inMusic to you;
- (B) to test, evaluate and analyze other Beta Materials (if applicable) and their operation, features, capabilities and performance;
- (C) to comply with the reasonable requests of inMusic from time to time regarding testing; and
- (D) to provide feedback, analysis, suggestions and comments to inMusic (including, but not limited to, bug reports and test results) as reasonably requested by inMusic, or as otherwise voluntarily provided by you (collectively, "Feedback").

ALL OF YOUR FEEDBACK SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF INMUSIC AND/OR ITS LICENSORS OR LICENSEES, AND YOU HEREBY ASSIGN ALL OF YOUR RIGHT, TITLE AND INTEREST IN THE FEEDBACK, AND ALL INTELLECTUAL PROPERTY RIGHTS RELATED THERETO TO INMUSIC. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT INMUSIC AND/OR ITS LICENSORS OR LICENSEES SHALL HAVE THE PERPETUAL AND IRREVOCABLE RIGHT TO USE, MODIFY, AND OTHERWISE EXPLOIT ALL OR PART OF THE YOUR FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO YOU. You hereby represent and warrant that you have right to enter into this Agreement and the assign and grant the rights set forth herein, and that any Feedback which is provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

6. Personally Identifiable Information; Monitoring; Privacy Issues

You may be required to provide to inMusic, as a condition to testing the Beta Materials, certain personally identifiable information (“Personal Information”). InMusic’s retention and use of all Personal Information shall be subject to inMusic’s privacy policy posted on [www.inmusicbrands.com](http://www.inmusicbrands.com), as that policy may be updated by inMusic in its discretion from time to time. You also acknowledge and agree that your communications with other users or with inMusic via chats, conferences, bulletin boards, and any other avenues of communication are public and not private communications, and that you have no expectation of privacy concerning your use of the Beta Materials. You further acknowledge and agree that inMusic reserves the right to monitor any such content and communications.

7. Term of the Agreement

Your participation in the Beta Program, and the grant of rights herein, may be terminated by inMusic at any time, for any reason or for no reason, in inMusic’s sole discretion, by providing written or emailed notice to you. You may, at any time and for any reason or for no reason, terminate your participation in the Beta Program by providing written or emailed notice to inMusic. The termination of your participation in the Beta Program however, shall not modify or supersede the survival provision in Section 13(A) below. Upon termination of the Beta Program or your participation in it for any reason as provided herein, all rights granted hereunder shall terminate immediately. Unless otherwise agreed in writing, all Beta Materials must be returned to inMusic upon termination or conclusion of beta testing of each Product or the entire Beta Program.

8. Confidentiality

(A) **Confidential Information Defined.** “Confidential Information” shall mean:

- i. any and all information relating to, contained in or relayed through the Beta Program, including, without limitation, information relating to (a) the performance, capabilities and contents of the Beta Materials, (b) your Feedback, (c) any other Beta Program participant's Feedback, and (d) any inMusic employee's feedback and comments;
- ii. the existence and terms of this Agreement; and
- iii. any and all information relating to the future or proposed Products, services or business operations of inMusic.

Without limiting the generality of the foregoing, please review Addendum B below for a list of examples of Confidential Information. The list in Addendum B is not exhaustive and is provided for reference and example only. You shall use best efforts to safeguard and to prevent unauthorized use or disclosure of the Confidential Information, unless otherwise expressly authorized in writing as provided in Section 8(C) below. Your obligation to keep the Beta Materials confidential will continue until inMusic publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the Product(s) and the content that you are testing.

(B) **Confidentiality Obligation.** You shall keep the Confidential Information in confidence and shall not publish, disclose, distribute, transmit, post or otherwise make available, directly or indirectly, any Confidential Information to any third party except as otherwise expressly set forth herein. However, you may disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that:

- i. you give inMusic prompt written notice of such order so inMusic has opportunity to seek a protective order or other appropriate remedy to such order, prior to disclosure and shall comply with any applicable protective order or equivalent;
- ii. you provide inMusic with all reasonable assistance in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and
- iii. you disclose only such portion of the Confidential Information as is either permitted by inMusic or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by inMusic.

(C) **Permitted Disclosures.** You may disclose the information that is specifically identified in Addendum A, if any, on online message boards, forums or other similar venues in accordance with the restrictions set forth in Addendum A and this Agreement. Said restrictions are to be applied no matter whether the venue is

open to the general public or with access that is regulated and/or restricted. inMusic reserves the right to amend Addendum A from time to time upon written notice to you. Notwithstanding anything contained herein to the contrary, you shall not make any false statements to anyone about inMusic, its licensors, this Beta Program, other participants in the Program, or any inMusic products or services.

#### 9. Ownership

Except for the revocable, limited license expressly granted hereunder, inMusic retains all right, title and interest in and to the Beta Materials and all copies thereof. The Beta Materials provided hereunder are copyrighted and are protected by United States copyright laws and international treaty provisions. You acknowledge that inMusic and/or its licensors own all intellectual property rights in and to the Beta Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. You may not remove the copyright and other proprietary rights notices from the Beta Materials. You agree that this Agreement shall be retained with all printed and electronic copies of the Beta Materials and documentation constituting the Beta Materials. You agree to prevent any unauthorized copying of the Beta Materials. Except for the revocable, limited license as expressly provided herein, inMusic does not grant you any express or implied right in any patents, copyrights, trademarks, or trade secret information of inMusic, and/or its licensors. In accordance with Section 5(D), you agree that inMusic and/or its licensors or licensees own all right, title, and interest in any and all of your Feedback, without any remuneration, compensation or credit to you. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, you agree to assign such rights at such time as the rights are capable of being assigned. You agree at inMusic's request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce inMusic's and/or its licensor's ownership of any of the rights, title and/or interests hereunder, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by inMusic in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint inMusic as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file such documents. The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to you at anytime in connection therewith. You will acquire no right to use, and will not use without inMusic's prior written consent, the names, characters, artwork, designs, tradenames, copyrighted materials, trademarks or service marks of inMusic or its parent, related or subsidiary companies, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (A) in any advertising, publicity, marketing, promotion or on any website; or (B) in any manner other than in accordance with this Agreement.

#### 10. Injunctive Relief

You acknowledge and agree that a breach or threatened breach of Sections 1-9 of this Agreement will cause irreparable injury, that money damages would be an inadequate remedy

and that inMusic shall be entitled to *ex parte* injunctive relief without bond, to restrain you, from such breach or threatened breach. Nothing in this Section 10 shall be construed as preventing inMusic from pursuing any and all remedies available to it, including the recovery of money damages from you.

11. No Warranty; No Liability For Damages; No Support

- (A) **No Warranty.** YOU ACKNOWLEDGE THAT THE BETA MATERIALS PROVIDED HEREUNDER ARE PRE-RELEASE PRODUCTS. YOU ACKNOWLEDGE THAT THE BETA MATERIALS MAY WELL CONTAIN ERRORS AND DEFECTS AND ARE NOT FINAL PRODUCTS. THE BETA MATERIALS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU FURTHER AGREE THAT INMUSIC HAS NO OBLIGATION TO MAKE THE BETA MATERIALS AVAILABLE WITHOUT CHARGE FOR ANY PERIOD OF TIME, NOR TO MAKE THEM AVAILABLE AT ALL.
- (B) **No Liability For Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INMUSIC SHALL NOT BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THIS AGREEMENT, THE PRODUCTS, OR OTHER BETA MATERIALS PROVIDED HEREUNDER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL INMUSIC’S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED FIFTY US DOLLARS (US\$50.00).
- (C) **No Support.** inMusic does not provide any support for the Beta Materials. However, inMusic may provide an e-mail address and/or a private message board for you to send any questions and/or comments regarding the Beta Materials. inMusic does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in response to your e-mail(s) and/or board postings.

12. Obligations of Participant in the Beta Program

- (A) It is understood and agreed to that as part of the Beta Program, you are expected to suggest changes, improvements, additions to the Products as well as to provide analysis of the Products and their features and that any such material provided to inMusic in any form whatsoever, including but not limited to email, text messages on message boards and/or oral become the sole property of inMusic. The foregoing materials shall be deemed Feedback as such term is defined in Section

5(D) above. You hereby waive any rights to the Feedback or any remuneration for the Feedback. inMusic shall have the right (but not the obligation), at its sole discretion, to credit you for the Feedback and you hereby grant inMusic a license to attribute such Feedback to you.

- (B) It is understood and agreed that, as part of your participation in the Beta Program, it is your responsibility to report all known bugs, abuse of ‘bugs’, ‘undocumented features’ or other defects and problems related to the Beta Materials to inMusic as soon as they are found (“Bugs”). If you know about a Bug or have heard about a Bug and fail to report the Bug to inMusic, we reserve the right to treat you no differently from someone who abuses the Bug. You acknowledge that inMusic reserves the right to lock anyone caught abusing a Bug out of all inMusic products.
- (C) It is understood and agreed to that at the request of inMusic, you shall return to inMusic any and all copies of the Beta Materials, in any format, delivered to you for review. The return of the material shall not affect your obligations to treat the Confidential Information disclosed to you as confidential.
- (D) You acknowledge and agree that your participation of this Beta Program and use of Beta Materials are governed by inMusic’s then current terms of service (the “Terms of Service”), end user license agreement and any other additional membership terms that are reviewed and accepted by you during the registration or installation process, as well as any updates thereto which inMusic may make from time to time.
- (E) You acknowledge that feedback concerning users’ experiences with the Beta Program and Beta Materials effectuates the purpose of this agreement and improves the Beta Program and Beta Materials. Accordingly, you agree that, notwithstanding any selections you may have made previously to decline receipt of information or email communications from inMusic or its subsidiaries or affiliated companies, we may contact you by email or another means to solicit your feedback concerning your experiences with the Beta Program and Beta Materials and about other transactional matters regarding your obligations under this Beta Agreement and your participation in the Beta Program.

13. Additional Terms

- (A) **Survival.** The provisions of Sections 1, 2, 3, 4, 5(D), 6, 8, 9, 10, 11 and 12 shall continue in full force and effect even after (i) the Beta Program has been terminated or completed and/or (ii) your participation in the Beta Program has been terminated.
- (B) **Governing Law; Jurisdiction.** The laws of the State of Rhode Island, excluding its conflicts-of-law rules, govern this Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with inMusic or relating in any way



to your participation in this Beta Program or your use of Beta Materials in the courts of Rhode Island and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Rhode Island in connection with any such dispute including any claim involving inMusic or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers.

- (C) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.
- (D) **Amendment.** This Agreement may be amended by inMusic from time to time at its sole discretion. You agree to check periodically for new information and terms that govern your participation in the Beta Program.
- (E) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, except for the Terms of Service as defined in Section 12(D) above.
- (F) **Involuntary Termination.** In the event that you violate any of the terms set forth in this Agreement or in the Beta Program Code of Conduct as embodied in Addendum C, you hereby acknowledge that inMusic, in its best business judgment, may remove your access to the Beta Program as well as subject you to any legal remedies that inMusic may take.

I have read and accept the all terms and conditions of this Agreement and all Addenda thereto.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM A**  
**Permitted Disclosures**

1. Beta testers are not permitted to disclose the existence of, or their participation in, the beta programme to anyone outside of The Company.
2. You **may** post about the Products on public forums in **general terms** concerning information that has already otherwise been made public by inMusic, but not reveal any “insider information” about them. You can talk about any **existing features**, but not get involved in online discussions about future features or feature extensions/adjustments, even to address complaints, rumors or otherwise confirm or deny speculation by others outside the beta program.
3. You cannot disclose the contents of, or nature of, any comments that you have sent to The Company.

**ADDENDUM B**  
**Examples of Confidential Information**

1. Any contact/private information for inMusic personnel that is provided to you.
2. Any contact information (address, password, etc.) to any private areas for use in connection with the Beta Program, including but not limited to, chat, email and message boards.
3. Any information/discussions/postings from the private boards or forum for the Beta Program.
4. Any comments/information that would allow people who are not currently part of the Beta Program to get access to the Beta Program or Beta Materials through either legitimate or illegitimate means.
5. Post or distribute any screen captures, pictures, videos, podcasts, screenshots or any other representations, known or unknown, of the Products, any content in the Products or other Beta Materials.
6. Any comments on any aspect of the Products or other Beta Materials not covered by Addendum A above.

**ADDENDUM C**  
**Beta Program Code of Conduct**

You agree:

1. That you are privileged guests in this Beta Program and as guests, we expect you to exhibit common courtesy to all inMusic personnel as well as other members of the Beta Program. inMusic (“we” or “us”) will exhibit the same courtesy towards you.
2. You will be helping us shape the Products into great products and we value your comments/insights/etc. However, that is not a license to be rude, nasty, demanding or generally unreasonable. Please remember that we will be dealing with a lot of people and, as such, a lot of differing opinions regarding what is right or wrong with the Products. Just because we don’t agree with you doesn’t mean we don’t value your continued input.
3. We need your feedback. Your access as a beta tester is not a free ride; we expect something in return and that is your help.
4. When posting messages about the product in our private message boards or when sending email, please try to be as professional as possible. Repeat the facts as accurately as you can and without undue emotionalism. Saying things like “This product sucks because I couldn’t do x or it broke when I did y” is not helpful. If you like something, don’t hesitate to tell us. By the same token, if you do not like something or think that something can be improved don’t hesitate to tell us that as well. You will never be banned, punished, taken to task, etc. for speaking your mind in an open, honest and professional manner. Honest, well thought out criticism is as valuable to us as are suggestions or praise.
5. Before posting messages publicly outside the inMusic boards, please be sure you are adhering to the confidentiality terms of this Agreement and the instructions in Addendum A and Addendum B above.
6. Vulgar expressions, coarse language, abusive behavior, verbal harassment will not be tolerated either towards inMusic personnel or other beta testers. The use of such language is not acceptable, whether you use it in casual and public speech.
7. Part of beta testing a product is the responsibility to report all bugs to inMusic. Abuse of ‘bugs’, ‘undocumented features’ or other such things will not be tolerated. It is the responsibility of all testers to report all problems, errors or bugs to inMusic as soon as they are found. The continued use of such is contrary to inMusic policy as such bugs/errors can damage and delay the completion of this beta test. Additionally, if you know about a bug or have heard about a bug and fail to report the bug to inMusic, you will be treated no differently from someone who

abuses the bug. We reserve the right to lock anyone caught abusing a bug out of all inMusic products forever.

8. You will not represent yourself as an officer or employee, sub-contractor or somehow being connected with inMusic, inMusic's Licensors or the product. We reserve the right to lock anyone caught doing that out of all inMusic products forever.
9. You acknowledge and agree that your communications with other users, beta testers or inMusic via chats, conferences, bulletin boards, and any other avenues of communication as part of this Beta Program are public and not private communications, and that you have no expectation of privacy concerning your participation in this Beta Program. You acknowledge that personal information that you communicate in connection with this Beta Program may be seen and used by others and result in unsolicited communications, therefore we strongly encourage you not to disclose any personal information about yourself in your public communications within the Beta Program. inMusic is not responsible for information that you choose to communicate to other users within the Beta Program, or for the actions of other users.
10. In the unfortunate event that a tester has engaged in unacceptable behavior, said player will be treated accordingly. inMusic in its sole discretion, reserves the right to terminate the tester's access to the Beta Program and/or all Beta Materials immediately and without further notice.