

## END USER LICENSE AGREEMENT

Freegal Music™

### Section 1: Access

Subject to the terms and conditions of this End User Agreement (the "Agreement") which may be updated from time to time, Library Ideas, LLC (the "Service Provider") grants you (the "User") a personal, limited, non-exclusive, non-transferable license, to electronically access and download songs from the Freegal™ Music Service (the "Service") for a limited time and subject to the terms of this Agreement.

### Section 2: General Understanding

User understands that User's ability to download music from the Library's website portal is partly dependent on the number of downloads pre purchased by User's public library. User shall also be limited to a certain number of downloads per week even if the downloads are available from the library. User further understands that Service Provider does not guarantee that User's access to the Service will mean that User will be able to download music. User fully understands that this Agreement does not confer upon User any rights or any privileges which cannot be terminated in a moment's notice in the event library is unable to pre purchase downloads.

### Section 3: Limitations on Use

User is not licensed or permitted under this Agreement to do any of the following and shall not allow any third party to do any of the following: (i) access or attempt to access any of Service Provider's systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, post, transmit, resell or distribute, in any manner, the material from the Service Provider's site; (iii) permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this Agreement; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Software and or Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or the use of the Service by Service Provider's other licensees or customers, or impose an unreasonable or disproportionately large load on Service Provider's infrastructure; or (vii) otherwise use the Service except as expressly allowed under the terms of this Agreement.

### Section 4: Copyright

You expressly acknowledge, covet and agree to be bound by all U.S. copyright laws, as amended. You further understand and agree that the Service and any Software used with the Service is protected by copyright, trade secret and other intellectual property laws. Service Provider or its licensors own the title, copyright, and other worldwide intellectual property rights in the Service and/or Software and all copies thereof. This Agreement does not grant you any rights to trademarks or service marks of Service Provider, its licensors or any of the copyrighted material on the Freegal Music site.

### Section 5: Termination

Your rights under this Agreement may be terminated or suspended by Service Provider immediately and without notice if you fail to comply with any term or condition of this Agreement.

### Section 6: No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE PROVIDED BY THE SERVICE PROVIDER IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SERVICE PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED, WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE

SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

#### Section 7: Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### Section 8. Offensive Content

User acknowledges that some of the artistic works accessed under this Agreement could contain content that is offensive to some, or not suitable for children. User agrees to make no claim against the Purchasing Library, the Service Provider or the Music Publisher relating to the content of the artistic works accessed under this Agreement.

#### Section 9 : Miscellaneous

This Agreement is a complete statement of the agreement between you and Service Provider and sets forth the entire liability of Service Provider, its Suppliers, and service providers, and your exclusive remedy with respect to the Service, and its use. The Suppliers, agents, employees, distributors, and dealers of Service Provider are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Service Provider. Any waiver of the terms herein by Service Provider must be in a writing signed by an authorized officer of Service Provider and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement will be governed by Virginia law as applied to agreements entered into and to be performed entirely within the United States, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement, the word including means including but not limited to. This Agreement does not limit any rights that Service Provider may have under trade secret, copyright, patent or other laws.