DATA SERVICES
END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT. This text is an important legal agreement between you "End User" (" You, including Your company, if this Software will be used for the benefit of any corporation, partnership or any other legal entity), and GD3 Data, LLC ("GD3") YOU MUST AGREE to these terms and conditions before downloading, copying, executing, logging in, installing, using, or in any way copying the Software, and being allowed access to GD3's databases to view and retrieve metadata, so please read carefully.

W I T N E S S E T H:

WHEREAS, GD3 is in the business of compiling and hosting certain databases that supply metadata for CDs;

WHEREAS, END USER desires to be allowed access to GD3's databases to view and retrieve metadata; and

WHEREAS, GD3 desires to grant to END USER and END USER desires to obtain from GD3 a non-exclusive license to be allowed access to such databases in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. DEFINITIONS

A. "Metadata" means information and data related to CDs which GD3 has stored in a database, including factual information such as titles, authors, and content identifying information and also including potentially copyrighted materials related to the CDs such as cover artwork and summary information.

B. "Designated Equipment" shall mean the hardware product purchased by the END USER which is enabled to allow access to the Metadata database.

2. LICENSE GRANT
GD3 hereby grants to END USER a non-exclusive right and license to use the Designated Equipment to access and retrieve Metadata from GD3's CD Database.

3. DELIVERY
Upon acceptance of this END USER LICENSE AGREEMENT, GD3 shall authorize the Designated Equipment to access the Metadata. Access to the Metadata may require installation of appropriate software provided by the manufacturer of the Designated Equipment.

5. LIMITATION ON COPIES AND ACCESS
A. END USER may retrieve, copy and display Metadata solely for personal use, and shall not copy, collect, sub-license, re-sell or allow use or access to Metadata for any third party or commercial use.

B. END USER will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology that is part of the database.

C. END USER will only access and retrieve Metadata for CDs for which END USER is an owner of a legal copy and END USER shall have obtained all necessary rights, licenses or clearances.

6. LICENSE FEE
In consideration of the license granted herein, END USER acknowledges that it paid a License Fee as part of the purchase price of the Designated Equipment.

7. DATABASES AND METADATA CONTENT

A. Copyrighted Materials. GD3 may provide access to certain Metadata which may include potentially copyrighted materials ("Copyrighted Materials") such as cover artwork and summary information. Such access is provided "as is" as an accommodation only, and GD3 does not warrant or endorse and does not assume and will not have any liability or responsibility for such Copyrighted Materials or END USER's use thereof. END USER may only access and use such Copyrighted Materials to the extent allowed by law in END USER's jurisdiction. END USER agrees that it will not use any such Copyrighted Materials in any manner that would infringe or violate this Agreement, any relevant law or the rights of any other party, and that GD3 is not in any way responsible for any such use by END USER.

B. Objectionable Material. END USER understands that the Metadata may contain content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified with warnings, for example "explicit language". END USER agrees to use the Metadata at its sole risk and GD3 shall have no liability for content that may be found to be offensive, indecent, or objectionable.

C. Adult Material. END USER understands that the Metadata may contain content that may be deemed adult material and governed by local or national standards and laws issued by a municipality, city, state, country, or other governmental entity. END USER agrees to release, discharge, and hold harmless GD3 from any and all liability which might arise from END USER's or any third party's accessing, allowing access to and/or using any adult content in the Metadata.

D. Submission of Material. GD3 may enable END USER to submit information to potentially be included as Metadata in GD3'S databases. END USER agrees that any information submitted to GD3 may be included or excluded from the databases at GD3's sole discretion. END USER hereby grants GD3 a non-exclusive, perpetual license and permission to copy and include any such submitted information as Metadata in GD3's databases and to make such information available to third parties who may access GD3's databases. END USER agrees to indemnify and

hold harmless GD3 from any and all claims, losses, liabilities, damages or expenses (including reasonable attorney fees) associated with claims, lawsuits and/or demands which are due to GD3's use of information submitted by END USER.

E. Content and Accuracy. While GD3 makes reasonable efforts to provide accurate information, END USER acknowledges and agrees that GD3 is not responsible for examining or evaluating the content or accuracy of any third party materials or information contained in the Metadata. GD3 does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials, or for any other materials, products, or services of third parties. GD3 does not warrant that any Metadata will be free from viruses, damaging source code or other destructive features.

F. Changes to Databases. GD3 reserves the right to make changes to the Metadata and its databases at any time and without notice. GD3 reserves the right to interrupt access to the databases and the Metadata as necessary to perform maintenance, error correction, or other changes. GD3 may, at its sole discretion and without prior notice, block future access to the Metadata if END USER violates this Agreement.

G. END USER represents and agrees that END USER does not gain any ownership of the Metadata or the database under this Agreement. END USER acknowledges that the GD3's databases are the sole property of GD3 and/or its suppliers. END USER shall not have any right, title, or interest to any such databases or the Metadata except as provided in this Agreement.

H. Proprietary Notices. END USER agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, patent, confidentiality or other proprietary notice, mark, or legend appearing on any of the databases or Metadata generated by the databases and Metadata. END USER further agrees END USER shall obtain no rights in any of GD3'S trademarks, copyrighted material or other intellectual property, which shall remain the sole property of GD3, and all goodwill acquired through use of the trademarks shall inure to GD3.

8. CONFIDENTIALITY
A. Acknowledgement. END USER hereby acknowledges and agrees that the Metadata constitutes and contains valuable proprietary products and trade secrets of GD3 and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, END USER agrees to treat (and take precautions to ensure that its employees treat) the Metadata as confidential information in accordance with the confidentiality requirements and conditions set forth below.

B. Maintenance of Confidential Information. END USER agrees to keep confidential all confidential information disclosed to it by GD3 in accordance herewith at all times exercising at least a reasonable degree of care in the protection of confidential information; provided, however, that END USER shall not have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become know publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the

recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

C. Injunctive Relief. END USER acknowledges that the unauthorized use, transfer or disclosure of the Metadata or copies thereof will: (1) substantially diminish the value to GD3 of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GD3's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If END USER breaches any of its obligations with respect to the use or confidentiality of the Metadata, GD3 shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

D. Survival. END USER's obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9. WARRANTIES; SUPERIOR RIGHTS
A. Ownership of Databases And Warranties. GD3 represents and warrants that it is the rightful owner of the databases and that it has compiled the Metadata therein. GD3 does not represent or warrant that it is the rightful owner or End User of any specific information in the Metadata and specifically disclaims ownership of any third-party copyrighted material in the databases, including any artwork or summary information.

B. Limited Warranty. GD3 represents and warrants to END USER that access to the Metadata when properly enabled, will perform substantially as described in GD3's then current documentation.

C. Limitations. Notwithstanding the warranty provisions set forth herein, all of GD3's obligations with respect to such warranties shall be contingent on END USER's use of the Metadata in accordance with this Agreement and in accordance with GD3's instructions as provided by GD3, as such instructions may be amended, supplemented, or modified by GD3 from time to time.

D. END USER's Sole Remedy. GD3's entire liability and END USER's exclusive remedy for any breach of these warranties shall be, at GD3's option, either: (1) a refund as follows: if within thirty (30) days of acceptance, a full refund of the entire License Fee paid; if after thirty (30) days of contract signing, a partial refund; or (2) repair to enable access to the Metadata; provided GD3 receives written notice from END USER during the warranty period of a breach of warranty.

E. Disclaimer of Warranties. THE METADATA IS PROVIDED ON AN "AS IS" BASIS ONLY. OTHER THAN SPECIFIED HEREIN, ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

GD3 DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE METADATA WILL BE CORRECTED. NO AGENT OF GD3 IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS AS SET FORTH HEREIN.

F.   Limitation of Liability. END USER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GD3 IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GD3 OF THE RISK OF END USER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH END USER'S USE OF THE METADATA. ACCORDINGLY, END USER AGREES THAT GD3 SHALL NOT BE RESPONSIBLE TO END USER FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE METADATA. Any provision herein to the contrary notwithstanding, the maximum liability of GD3 to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Metadata delivered to END USER hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to GD3 by END USER for the License whose use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of GD3 arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the license of the Metadata and any services rendered hereunder and that, were GD3 to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

10. INDEMNIFICATION
A. GD3 shall indemnify, hold harmless and defend END USER against any action brought against END USER to the extent that such action is based on a claim that, the Metadata, when used in accordance with this Agreement, infringes the intellectual property rights of a third party and GD3 shall pay all costs, settlements and damages finally awarded; provided, that END USER promptly notifies GD3 in writing of any claim, gives GD3 sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Metadata is finally adjudged to so infringe, or in GD3's opinion is likely to become the subject of such a claim, GD3 shall, at its option, either: (1) procure for END USER the right to continue using the Metadata (2) modify or replace the Metadata to make it noninfringing, or (3) provide a partial refund. GD3 shall have no liability regarding any claim arising out of: (a) use of other than a current, unaltered release of the Metadata unless the infringing portion is also in the then current, unaltered release, (b) use of the Metadata in combination with non-GD3 software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Metadata not specifically authorized in writing by GD3 or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GD3 AND THE EXCLUSIVE REMEDY FOR END USER RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE METADATA.

B. Except for the foregoing infringement claims, END USER shall indemnify and hold harmless GD3, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of END USER's

modification or enhancement of the Metadata or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by END USER, its subsidiaries or their officers, employees, agents or representatives.

11. TERMINATION FOR CESSATION OF BUSINESS. GD3 may terminate this Agreement if GD3 ends its business activity of supporting and maintaining the Metadata database.

12. POST TERMINATION RIGHTS
Upon the expiration or termination of this Agreement, all rights granted to END USER under this Agreement shall forthwith terminate and immediately revert to GD3 and END USER shall discontinue all use of the Metadata and the like.

13. INFRINGEMENTS
A. GD3 shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of GD3's rights in the Metadata related to this Agreement with END USER or are otherwise brought to GD3's attention by END USER.

B. END USER agrees to fully cooperate with GD3 in the prosecution of any such suit. GD3 shall reimburse END USER for the expenses incurred as a result of such cooperation.

14. INDEMNITY
A. GD3 agrees to defend, indemnify and hold END USER, its officers, directors, agents and employees, harmless against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against END USER based on a breach by GD3 of any representation and warranty made in this Agreement.

B. END USER agrees to defend, indemnify and hold GD3, its officers, directors, agents and employees, harmless against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against GD3 based on a breach by END USER of any representation made in this Agreement, or otherwise by any action of END USER that is not covered by the indemnification provisions of GD3 in the Agreement.

15. FORCE MAJEURE
Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

16. NOTICES
A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

17. JURISDICTION AND DISPUTES

A. This Agreement shall be governed by the laws of Indiana.

B. All disputes hereunder shall be resolved in the applicable state or federal courts of Indiana. The parties consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

18. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

19. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

20. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

21. ASSIGNABILITY

The license granted hereunder is personal to END USER and may not be assigned by any act of END USER or by operation of law unless in connection with a transfer of substantially all the assets of END USER or with the consent of GD3.

22. PUBLICITY

GD3 may include END USER and END USER's logo on its client lists on GD3's web site; on advertising materials; in presentations made to shareholders, prospects, clients and stock analysts; provided no representation, express or implied, is or will be made as to END USER's opinion of GD3's Software (including but not limited to by way of predictions or projections of future business).

23. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.