



Exhibit A

End User License Agreement

END USE LICENSE AGREEMENT FOR AEON SOFTWARE, G-FORCE SOFTWARE, SOFTSKIES SOFTWARE, WHITECAP SOFTWARE, WINTER WONDERS SOFTWARE, AND SOUNDSPECTRUM DARKROOM SOFTWARE FOR INDIVIDUAL USE ONLY

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY, "YOU") AND SOUNDSPECTRUM, INC. ("LICENSOR"), THE OWNER OF THE AEON SOFTWARE, G-FORCE SOFTWARE, SOFTSKIES SOFTWARE, WHITECAP SOFTWARE, WINTER WONDERS SOFTWARE, AND SOUNDSPECTRUM DARKROOM SOFTWARE AND ANY RELATED SOFTWARE OR ACCOMPANYING DOCUMENTATION ("SOFTWARE"). READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING THE SOFTWARE OR USING EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU AGREE WITH THE TERMS OF THIS EULA AND YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE AND UNINSTALL THE SOFTWARE FROM YOUR COMPUTER.

1. License Grant. Licensor grants You this personal, limited, non-exclusive, non-transferable, non-assignable right to use the Software for your individual and usage, provided you adhere to all the terms and conditions of this Agreement. You may not redistribute the Software or its output in any form without Licensor's prior written consent. The foregoing is an express limited use license and not an assignment, sale, or other transfer of the Licensed Software or any Intellectual Property Rights of Licensor. In the event that You fail to comply with this EULA, the license is terminated and You agree to cease using the Software and uninstall the Software from your computer. You may make copies of the Software in machine-readable form solely for personal backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may export visualization output of the Software in machine-readable video format solely for personal display and use. No commercial usage rights or rights of public display of visual output of the Software in any form are granted under this EULA, but may be available under a separate agreement provided solely by Licensor. If You would like to enter into a Commercial Software License Agreement, please send email to sales(at)soundspectrum.com, or visit the Licensor web site: http://www.soundspectrum.com. Licensor extends this written approval of "single end user at-a-time" commercial use of Software to You, in the form of rental or resale, when Software license has been bundled with a NeurOptimal® System ("NeurOptimal Exclusive Grant"). Once linked with a NeurOptimal system license, Software license may not be unlinked. Software may only be rented, transferred or reassigned in the event the same legally occurs with your NeurOptimal® license simultaneously. No other commercial use is allowed and all other limitations apply.

2. License Restrictions. In the event that You fail to comply with this EULA and the restrictions hereunder, the license is terminated and You agree to cease using the Software and uninstall the Software from your computer. Other than as set forth in Section 1,

- You may not make or distribute copies of the Software, or electronically transfer the Software in any manner from one computer or device to another or over a network.
- You may not alter, merge, modify, adapt, port, or translate the Software, or decompile, reverse engineer, disassemble, decipher, decrypt, or otherwise attempt to reduce the Software to a human-perceivable form.
- You may not use the Software or export or display its visual output in any way to provide, support, or as part of any commercial service, application or enterprise. You may not use the Software to export or display visual output in any public or commercial venues (including but not limited to night clubs, concert halls, sports arenas, and live music performances) or use the Software to generate visual output for public or commercial display or distribution of any kind in any medium (including but not limited to distribution over the internet (including peer to peer), VHS, CD, DVD, laser disk, broadcast, digital or cable television,





wireless, or any computer driven media).

• You may not sell, rent, lease, or sublicense the Software. You may not, without Licensor's prior written agreement (a) charge for any service that uses the Software or its visual output, (b) charge for copies of the Software or its visual output, or (c) charge for support services associated with the Software or its visual output. You may not rent, lease, lend, or in any way distribute or transfer any rights in this EULA or the Software to third parties without Licensor's written approval.

• You may not remove, alter, modify, deface, overprint or otherwise obscure Licensor patent, trademark, service marks, copyright notices, EULA, or any Licensor documentation bundled with the Software.

• You may not modify the Software or create derivative works based upon the Software. You may not publish or distribute in any form of electronic or printed communication any material within or exported visual output relating to the Software, including but not limited to object code, documentation, help files, read me files, installation instructions, EULA, visual outputs, video exports, or GUI without written approval from Licensor.

• You may not ship, transfer, or export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or use in any manner prohibited by any government agency or any export laws, restrictions, or regulations.

3. Ownership. The foregoing license gives You limited license to use the Software. Licensor and/or its affiliates or assignees own and retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software, any related documentation (including design, systems and user), and any visual output or video export of the Software and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by Licensor. All user-contributed Software configuration files (being files in a text-based language that the Software is designed to interpret, hereafter being referred to as the "Configs") are considered the sole ownership of Licensor upon submission to the Licensor for inclusion into the Software. By submitting Configs, You become a "Contributor" and are agreeing to their ownership and use by Licensor, including unlimited distribution and/or licensing (as part of the Software) without permission or compensation. Any Configs submitted to Licensor (by email or other form) will be considered a "work made for hire" under the United States Copyright Act.

4. Warranty Disclaimer. The Software is being delivered to You "AS IS" and Licensor makes no warranty as to its use or performance. LICENSOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. For USA residents, some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to You. This warranty gives You specific legal rights and You may also have other legal rights that vary from state to state.

5. Limitation of Liability. LICENSOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

6. Indemnification. You agree to indemnify and hold Licensor, parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Software, or the infringement by You, of any intellectual property or other right of any person or entity. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS





IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOUNDSPECTRUM, INC., ITS SUPPLIERS AND DISTRIBUTORS FURTHER DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOUNDSPECTRUM, INC., ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SOUNDSPECTRUM, INC., ITS SUPPLIERS OR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Medical Disclaimer. The Licensor's Software has been on the market for years and thousands of users have experienced many hours of viewing with no reported ill effects. However, any Software users that are or believe they could be subject to any form of seizures, epilepsy or visual photosensitivity, are using a pacemaker, suffering cardiac arrhythmia or other heart disorders, currently taking stimulants, tranquilizers or psychotropic medication, specifically including illicit drugs and alcohol, should NOT use or view the Software or any visualization products without checking with their physician. Notwithstanding the above, you assume any and all risks and waive any claims against Licensor and it's distribution partners, employees, officers or affiliated parties for any and all injuries, be they mental or physical, in using or viewing the Software. You also freely agree to assume any and all liabilities when allowing any other persons to use or view the Software.

8. Term and Termination. This Agreement is effective until terminated. Either Licensor or You may terminate this Agreement at any time. Without limiting the foregoing, Licensor shall have the right to immediately terminate this Agreement at any time in the event of any breach by You of this Agreement and in the event that You knowingly breach this Agreement or that it becomes known to You that You have breached this Agreement, then You will immediately notify the Licensor of such breach and this Agreement will immediately terminate. In the event of such termination, You must uninstall the Software and destroy all copies of the Software and any accompanying documentation, any visual output or video export files, and all other associated materials that You have received or made pursuant to this Agreement.

9. General. This EULA will be governed by the laws of the United States and the State of New York, excluding the application of its conflicts of law rules. You consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York, United States. If any one or more provisions contained in this Agreement are held by any court or tribunal to be invalid, illegal, or otherwise unenforceable, each and every other provision shall remain in full force and effect. The failure or delay of Licensor to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

10. Contact Information. If You have any questions about this EULA, or if You want to contact Licensor, please send an email to legal(at)soundspectrum.com.