

SONDIUS® TECHNOLOGY LICENSE AGREEMENT

AN AGREEMENT BY AND BETWEEN

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,
a body having corporate powers under the laws of the State of California
("LICENSOR")

and MEDIA VISION TECHNOLOGY INCORPORATED, having a principle place of
business at 47900 Bayside Parkway, Fremont, California 94538 ("LICENSEE").

Facsimile telephone number of LICENSOR for transmission of quarterly royalty
reports: 415-725-7295

LICENSOR's bank and account number for wire transfer of royalty payments:

Wells Fargo Bank
420 Montgomery Street, San Francisco California
Account Name: Stanford University, Attention OTL
Account Number: 4001-047349
ABA Number: 121000248
Federal Tax ID Number: 94-1156365-N

SIGNATURES:

On behalf of LICENSOR

On behalf of LICENSEE

By *Katharine Ke*
Signature **KATHARINE KE**
Title **DIRECTOR**
TECHNOLOGY LICENSING
Date *May 19, 1995*

By *Brandon O'Flaherty*
Signature *Brandon O'Flaherty*
Title *V.P. General Counsel*
Date *5/19/95*

Initial Payment: \$25,000

INFERIOR PRODUCTS

7.5 If LICENSOR notifies LICENSEE in writing that a Licensed Product does not comply with SONDIUS quality standards, LICENSEE will within 90 days of the receipt of written notice suspend the lease, sale, or other disposal of the respective Licensed Products.

8. GRANT

8.1 LICENSOR hereby grants and LICENSEE hereby accepts, a non-exclusive, worldwide license to:

- (a) Use the Licensed Trademarks, as described in this Agreement, on certified Licensed Products;
- (b) Develop, make, have made, use, lease, and sell Licensed Products;
- (c) Use the Know-How to develop Licensed Products;
- (d) Reproduce and create derivative works of the Licensed Copyrighted Works for the purpose of manufacture, use, lease, and sale of Licensed Products, including replacement parts solely for the repair of Licensed Products manufactured under this Agreement, and royalty-bearing upgrades to Licensed Products; and
- (e) Use SynthBuilder to develop Licensed Copyrighted Works that will be used in Licensed Products.

8.2 The rights granted hereunder to the Waveguide, Waveguide Commuted Synthesis, and Digital Patents are granted with the knowledge and understanding that:

- (a) LICENSEE's primary corporate headquarters is in a North American country;
- (b) LICENSEE is not a Subsidiary, joint venture, or other corporate entity of a company whose primary corporate headquarters is outside of a North American country; and
- (c) LICENSEE has not granted a direct or indirect equity interest of more than 25% of its outstanding voting securities to a company whose primary corporate headquarters is outside of a North American country.

8.3 LICENSEE acknowledges and understands that under a license to Yamaha Corporation of Japan, LICENSOR has:

- (a) Granted, but for North American Companies, an exclusive license to the Waveguide, Waveguide Commuted Synthesis, and Digital Patents

to make, use, and sell products that use the Waveguide, Waveguide Commuted Synthesis, and Digital Patents in the field of use of Musical Instruments, Effects Modules, and Components;

- (b) Agreed to not grant any license to the Waveguide, Waveguide Commuted Synthesis, and Digital Patents in a North American country to any known foreign Subsidiary of a Competitor Company or a joint venture or other corporate entity that a Competitor Company has a direct or indirect equity interest greater than 25% for Licensed Products in the field of use of Musical Instruments, Effects Modules, and Components; and
- (c) Further agreed to not grant any licenses in a North American country to any entity that a Japanese Competitor Company has a direct or indirect controlling power in the field of use of Musical Instruments, Effects Modules, and Components.

8.4 LICENSOR does not grant any rights or licenses under this Agreement to other LICENSOR technologies, know-how, trademarks, patents, or copyrighted works.

8.5 LICENSEE will not:

- (a) Prepare, make, or have made derivative works based on the Licensed Copyrighted Works, or use SynthBuilder, for purposes other than the designing, manufacturing, and selling Licensed Products;
- (b) Grant sublicenses to any of the Sondius Technology, with the exception of the right to use and replicate the Licensed Copyrighted Works used in royalty-bearing Licensed Products;
- (c) Use any trademark (other than the Licensed Trademarks), service mark, trade name, or symbol of LICENSOR or the Stanford Health Services, or any other trademark, service mark, trade name, or symbol associated with LICENSOR or the Stanford Health Services. LICENSEE will not identify LICENSOR in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof without first receiving LICENSOR's written consent; or
- (d) Prepare, make, or have made derivative works of SynthBuilder.

9. ROYALTIES

- 9.1 LICENSEE will promptly upon the Effective Date of this Agreement pay LICENSOR the non-refundable, non-creditable license issue royalty specified on the title page of this Agreement.
- 9.2 LICENSEE will pay to LICENSOR, on the first day of each new year beginning January 1, 1996, and continuing thereafter for the life of this Agreement, a yearly maintenance royalty of \$25,000. Said yearly royalty payments are nonrefundable, but they are 100% creditable against earned royalties otherwise paid to LICENSOR in the same year.
- 9.3 LICENSEE may sell Licensed Products in the form of software and integrated circuits, or in the form of a ready-to-use electronic product that may contain one or more integrated circuits or software that may be sold separately.

ROYALTY ON SALE OF INTEGRATED CIRCUITS AND SOFTWARE TO THIRD PARTIES

If LICENSEE sells Licensed Products in the form of an integrated circuit or software to a third party, LICENSEE will pay LICENSOR 5% of the Net Sales price.

ROYALTY ON USE OF INTEGRATED CIRCUIT AND SOFTWARE IN LICENSEE'S LICENSED PRODUCTS

If LICENSEE uses integrated circuits or software within a stand alone Licensed Product, and the integrated circuits or software could be sold individually as a Licensed Product, LICENSEE will pay, for each integrated circuit and software portion that may otherwise be sold separately, a royalty of 5% of LICENSEE's most favored customer's integrated circuit or software Net Sales price. The most favored customer must not be an affiliate or subsidiary of, or have any other relationship with LICENSEE other than that of a purchasing customer. If no Net Sales price has been established by sales to a third party, LICENSEE and LICENSOR will use a formula that is standard in the industry to determine a Net Sales Price.

- 9.4 The royalty on sales in currencies other than United States Dollars will be calculated using the appropriate foreign exchange rate for the currency quoted by the Bank of America (San Francisco) foreign exchange desk, on the close of business on the last banking day of each calendar quarter.
- 9.5 Licensed Products will be considered sold when invoiced, or if not invoiced, delivered to the customer by LICENSEE.