<center>**END USER LICENCE AGREEMENT**</center>

1.   NATURE OF THIS AGREEMENT

1.1   We are DTG Testing Limited a company incorporated and registered in England with company number 3998972 whose registered office is at 5th Floor, 89 Albert Embankment, London SE1 7TP ("**DTG**"). In this EULA, "**DTG**" means DTG Testing Limited and "**You**" or "**Licensee**" means [INSERT CUSTOMER DETAILS AND ADDRESS].

2.   TERMS OF USE

2.1   Your use of the DAB ETI test streams, associated methodology documents and any associated updates to the DAB ETI test streams ("**ETI Test Files**") is subject to the terms of this End User Licence Agreement (the "**EULA**"). The terms of this EULA govern Your use of the ETI Test Files. By using the ETI Test Files, You accept and agree to abide by the provisions contained herein. References to "including" and "include(s)" shall be deemed to mean respectively "including without limitation" and "include(s) without limitation".

2.2   If You do not agree to this EULA, please refrain from using the ETI Test Files immediately and delete any copies of such ETI Test Files.

2.3   These terms may be updated. DTG may revise the terms of this EULA by posting an update on [insert]. Your continued use of the ETI Test Files after such change constitutes Your acceptance of the new EULA. You should therefore check [this page] from time to time to review the current version of the EULA.

3.   ACCESSING THE ETI TEST FILES

3.1   The ETI Test Files may occasionally be unavailable. DTG does not guarantee that the ETI Test Files, or any content on it, will always be available or uninterrupted and DTG will not be liable if all or part of the ETI Test Files is unavailable at any time or for any period.

4.   INTELLECTUAL PROPERTY RIGHTS

4.1   In consideration of You agreeing to comply with the terms set out herein and the obligations of the Licensee set out in its agreement with DTG, You may use the ETI Test Files on a non-exclusive, non-sublicensable, non-transferable and non-assignable basis for the Licensee's internal business purposes in accordance with this EULA **and in particular for the purposes of testing that a DAB receiver technology solution meets the requirements of ETSI TS 103-461.**

4.2   DTG and/or its licensor Fraunhofer (as applicable) are the owner or the licensee of all intellectual property rights in the ETI Test Files including all trade marks, copyrights, database rights and other intellectual property rights of any nature and all underlying ETI Test Files. Your use of such intellectual property rights in the ETI Test Files is subject to this EULA and You do not acquire any intellectual property rights in the ETI Test Files other than the limited licence provided in this EULA.

4.3   You must not upload, sell or offer for sale, or otherwise distribute to any third party any part of the ETI Test Files. You must not bypass any measures that DTG may use to restrict access to, or caching of, the ETI Test Files nor remove any copyright or trade mark notices from the ETI Test Files. Other than as set out above or specifically

authorised in writing by DTG, You agree not to distribute, reproduce, modify, reverse engineer, transfer, recirculate to any third party or in any other way use any of the ETI Test Files.

5.   NON-RELIANCE AND WARRANTY

5.1   The ETI Test Files are provided with reasonable care and skill but in no event does DTG warrant that the ETI Test Files are error-free or uninterrupted and to the maximum extent permitted by applicable law DTG disclaims any and all implied warranties or conditions, including any warranties of satisfactory quality, fitness for a particular purpose (regardless of whether DTG knew or had reason to know of any particular needs), merchantability, non-infringement, accuracy or availability. In the event that the ETI Test Files cannot be accessed in whole or in part, DTG shall provide an alternative copy of the ETI Test Files to the Licensee upon notification within a reasonable timeframe.

5.2   The Licensee acknowledges and agrees that the ETI Test Streams are generated according to and fulfil the requirements of the ETSI specification which may change during the term of this EULA. These requirements are focussing on very basic tests and only cover some core functionality of the DAB specification and cannot guarantee correct receiver behaviour in all current or future circumstances, for instance with elements and parameters of the DAB specification that are not addressed by the ETSI specification. The Licensee acknowledges and agrees that additional tests are needed to verify the receiver implementation against the complete DAB specification. The Licensee further acknowledges and agrees that any applications that the Licensee makes to third party bodies for compliance testing will only be valid if the testing has been carried out with the current version of the ETI Test Streams.

6.   SUPPLIER OBLIGATIONS

6.1   On the termination or expiry of DTG's contract with You under this EULA, You will stop using the ETI Test Files and will purge them from your systems and files. DTG provides an email helpdesk service on an 'as is' basis for responding to queries from Licensees in relation the ETI Test Files.

6.2   You agree to compensate DTG in respect of any claims, losses, expenses and liabilities (including legal fees) which arise from or in relation to any use by any third party using ETI Test Files obtained from You or through any breach of this EULA.

7.   LIABILITY

7.1   If You are dissatisfied with, or dispute this EULA, the ETI Test Files, DTG, to the maximum extent permitted by law, Your sole right and exclusive remedy is to cease to use the ETI Test Files. You confirm that DTG has no other obligation, liability or responsibility to You or any other party if You decide to cease using the ETI Test Files.

7.2   Without prejudice to Clause 7.1 but subject to Clause 7.3, DTG's maximum total liability arising out of or in connection with this EULA, Your use of the ETI Test Files (in each case whether in tort (including without limitation negligence), for breach of contract, misrepresentation or otherwise) will be limited to the sum paid to DTG for a licence to use the ETI Test Files.

7.3   **DTG does not exclude or limit** (and nothing in this EULA operates to exclude or limit) **its liability for**: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which may not be limited or excluded by law.

8. CONFIDENTIALITY

8.1 You shall maintain and procure the maintenance of confidentiality of DTG Confidential Information, including the ETI Test Files, any confidential information owned by Fraunhofer and any third party information provided by DTG, ("**DTG Confidential Information**") to You at all times and ensure that DTG's Confidential Information is kept secure and protected against theft, damage, loss or unauthorised access.

8.2 You undertake that You shall not: (a) disclose to any person any DTG Confidential Information except as permitted by Clause 8.3; and (b) use DTG Confidential Information for any purpose other than to exercise DTG's rights and perform DTG's obligations under or in connection with this EULA.

8.3 You may disclose DTG Confidential Information only as may be required by law, a court of competent jurisdiction or any or regulatory authority.

9. GENERAL

9.1 You can contact DTG by email using **customerservices@dtg.org.uk**, by telephone on **+44 (0)20 7840 6500** or by post to **DTG, 5th Floor, 89 Albert Embankment, London, SE1 7TP**.

9.2 You will not transfer Your rights or Your obligations under this EULA to another person or entity unless DTG gives its prior written consent.

9.3 This EULA does not confer any rights on any person or party (other than You and DTG and, where applicable, DTG's successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.4 No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.5 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA or its subject matter or formation (including non-contractual disputes or claims).

9.6 If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 9.6 shall not affect the validity and enforceability of the rest of this EULA.

9.7 Without prejudice to any other rights or remedies that DTG may have, You acknowledge and agree that in some circumstances damages alone would not be an adequate remedy for breach of this EULA by You. Accordingly, DTG shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this EULA. No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or

any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 4 -

This End User Licence Agreement has been duly executed on the dates set out below:

.... (Authorised Signature) Signed on behalf of **DTG Testing Limited** Name: Date: Position:	.... (Authorised Signature) Signed on behalf of **[Insert Licensee entity name]** Name: Date: Position: