

SCHEDULE 1

Activation Key Pre-Purchase – Terms of Purchase and Distribution

1. Sale of keys

You may pre-purchase activation keys for Your Titles from DNAML by completing the online purchase order for Title activation keys on the DNL DRM Administration System (or any replacement interface), and paying for the activation keys according to the terms of this Schedule 1.

2. Price and payment

- (a) The prices for activation keys are stated on the DNL DRM Administration System (or any replacement interface). DNAML may change these prices at any time, except that DNAML will charge You the price for an activation key that You order under this Agreement that is current at the date and time of Your order.
- (b) You are responsible for any sales or other taxes imposed on or in relation to Your purchase of activation keys under this Agreement.
- (c) You must pay the stated price and any taxes for all activation keys that You order by a valid credit card. You must include valid credit card details in Your online purchase order for activation keys.
- (d) You agree that DNAML may charge Your credit card for any activation keys ordered under this Agreement and for any additional amounts that may have accrued in relation to Your order such as sales or other taxes.

3. Delivery

After DNAML processes Your order for activation keys and receives Your payment for them, DNAML will send You the purchased keys by electronic file to the email address You have specified in the DNL DRM Administration System.

4. Distribution to end-users

You may activate Your Titles using the DNAML Product Activation Wizard (or any replacement interface) and the activation keys that You purchase. You may sell or give purchased activation keys to End Users to allow them to activate Your Titles using the DNAML System so long as the End Users accept and comply with the DNAML End User Licence Agreement

5. Licence

DNAML gives You a personal, non-exclusive, non-transferable licence to use the activation keys that You purchase under this Agreement for the purpose of activating the corresponding Titles. You may also sell or give the activation keys to End Users and retain any proceeds of sale of the activation keys to Your Titles. End Users that receive activation keys from You may use these keys according to a licence given to them by DNAML under the DNAML End User Licence Agreement.

6. Restrictions

You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the

source code of the activation keys that You purchase, or any part of them, unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by DNAML, in writing.

7. Exclusions and limitations of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DNAML SUPPLIES ACTIVATION KEYS ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND, EXCEPT AS EXPRESSLY SET OUT IN THE TERMS (INCLUDING CLAUSES 12 AND 13), DNAML DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS CONCERNING THE ACTIVATION KEYS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING ANY OF THE OTHER PROVISIONS IN THIS CLAUSE 7, DNAML HAS THE RIGHT UNDER THE TERMS TO DEACTIVATE A TITLE THAT CONTAINS ILLEGAL CONTENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DNAML IS NOT LIABLE TO YOU, AND YOU HAVE NO REMEDY AGAINST DNAML, IF AN ACTIVATION KEY YOU HAVE PURCHASED FAILS TO WORK BECAUSE DNAML HAS DEACTIVATED YOUR CORRESPONDING TITLE UNDER THE TERMS.