

Non-Exclusive Software Distribution Authorization Letter

This Non-Exclusive Software Distribution Authorization Letter ("**Letter**") is made merely to **Shanghai Ndoo Networks Technology Co. LTD** organized and incorporated under the laws of People's Republic of China, with its principal place of business at 20 Jinchuang Road, Chuangzhi 66, 11~12th Floor, Yangpu District,, Shanghai, China(hereinafter referred to as "**Publisher**".) by **Philip Peng** (organized and incorporated under the laws of People's Republic of China, hereinafter referred to as "**Software Owner**").

1. Software Name: Beats2 Prototypes.

2. License to Use and Distribution without right of sub-license.

The Software Owner grants Publisher the right and license to use and distribute and localize Software Name (hereinafter referred to as "**Software**"). The publisher, with no right of sub-license, can distribute or provide licensed Software (including its Chinese version) to users for free in the forms of internet promotion, copies of CD-ROM, floppy disk, SD card, etc. Software Owner can release licensed Software and its relevant products free of charge on the internet for users to download and without quantity limitation. Publisher's usage of Licensed Software is not limited to the place, manner or amount. Publisher has the right to comment, interpret and use part or all the contents or forms of presentation of any information in licensed Software (including, without limitation, sounds, music, images, photographs, animations, videos, etc.) to assist the realization of the above purposes.

3. This authorization shall be valid to 2015-12-31 in China mainland

(The authorization letter shall be automatically renewed for additional one year unless either party gives the notice of termination at least 30days before the end of the initial term.)

4. Warranty of Title.

Software Owner hereby represents and warrants to Publisher that Software Owner is the owner of the licensed Software or otherwise has the right to grant to Publisher the rights set forth in this Letter and licensed Software does not violate national laws, regulations, public morality as well as not infringe the interests of third parties.

5. Applicable Law.

This letter's validity, interpretation, execution and settlement of all disputes shall be governed by the laws of People's Republic of China

Software owner:



Date: 2012/05/16