

## DVD FORMAT/LOGO LICENSE AGREEMENT

This DVD FORMAT/LOGO LICENSE AGREEMENT is entered into between DVD Format/Logo Licensing Corporation (“Licensor”), a Japanese corporation having its principal place of business at 1-2-1 Hamamatsu-cho, Minato-ku, Tokyo 105-0013 Japan, and [ ] (“Licensee”), a [ ] corporation having its principal place of business at [ ], and is effective as of the Effective Date.

WHEREAS, certain members of the DVD Forum as specified in each DVD Format Book (“Format Owners”) have developed the DVD specifications pertaining to one or more DVD Products, and have obtained know-how, trade secret and technical information and copyrights embodied therein;

WHEREAS, the Format Owners have assigned to Licensor the right to sublicense the DVD specifications;

WHEREAS, Licensor is the Logo Owner;

WHEREAS, Licensee desires to manufacture one or more DVD Products;

WHEREAS, Licensee has obtained one or more DVD Format Book(s) for such DVD specifications from Licensor for evaluation purposes only pursuant to the non-disclosure agreement that has been duly executed between Licensor and Licensee on [DATE], which agreement is incorporated herein by reference (the “NDA”);

WHEREAS, Licensor and Licensee wish to enter into this Agreement, which sets forth the terms and conditions under which Licensor grants to Licensee certain rights with respect to the DVD Format Books and the Logos.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **1. Definitions**

For purposes hereof, the following capitalized terms shall have the respective meanings provided below and additional capitalized terms shall have the respective meanings provided in Annex A-2:

1.1 “**Affiliate**” shall mean any corporation, firm, partnership, proprietorship, or other form of business entity, in whatever country organized or resident, that (i) desires to manufacture one or more DVD Products, (ii) is directly or indirectly controlled by Licensee, and (iii) is listed in Annex C. For the purpose of this definition, “control” of an entity shall mean more than 50% direct or indirect ownership of such entity. Entities subject to the direct or indirect control of a common entity are not thereby Affiliates of each other.

1.2 “**Agreement**” shall mean this DVD Format/Logo License Agreement, including all Annexes attached hereto, and any and all amendments to this DVD Format/Logo License Agreement and/or such Annexes.

1.3 “**Annex A**” shall mean Annex A attached to this Agreement, as such annex may be amended from time to time by Licensor.

1.4 “**Annex B**” shall mean Annex B attached to this Agreement, as such annex may be amended from time to time by Licensor.

1.5 “**Annex C**” shall mean Annex C attached to this Agreement, as such annex may be amended from time to time by Licensor.

1.6 “**Annex D**” shall mean Annex D attached to this Agreement, as such annex may be amended from time to time by Licensor.

1.7 “**Annex E**” shall mean Annex E attached to this Agreement, as such annex may be amended from time to time by Licensor.

1.8 “**DVD Format Book**” shall mean a format book listed in Annex A-1 and containing DVD specifications pertaining to one or more DVD Products, including any supplements, revisions, or updates made thereto from time to time; provided, however, that each new version of a DVD Format Book shall be considered a separate DVD Format Book, where “new version” shall mean the new specifications for a DVD Product as represented by a change of the first digit of the version number of such DVD Format Book as designated by Licensor. Except as expressly provided herein, references to “DVD Format Books” shall include applicable Optional DVD Format Books.

1.9 “**DVD Logo Manual**” shall mean the DVD Logo Manual specified in Annex A-5 that sets forth the standards for using the Logos, as it may be revised from time to time by Licensor.

1.10 “**DVD Product**” shall mean a Product identified in Annex A-2 that conforms to the applicable DVD Format Book(s) specified in Annex A-1.

1.11 “**DVD Product Category**” shall mean one of the categories of DVD Products set forth in Annex A-3.

1.12 “**Effective Date**” shall mean the later of (i) January 1, 2015 or (ii) the date on which this Agreement has been signed by both Licensee and Licensor and the license fee required by Article 5.1 is received by Licensor. With respect to any additional DVD Format Book(s) or DVD Product Category(ies) added to Annex A-1 pursuant to Article 2.2 after the Effective Date of this Agreement, the Effective Date shall be the later of (x) the date on which the Letter Agreement specified in Annex E has been signed by both Licensee and Licensor, or (y) the date on which Licensor receives the license fee for such DVD Format Book(s) or DVD Product Category(ies) as specified in Articles 2.2 and 5.1.

1.13 “**Logo Owner**” shall mean the Licensor or any successor owner of the trademark rights, copyrights and other rights in and to the Logos pursuant to an assignment and/or transfer of such rights by the Licensor.

1.14 “**Logos**” shall mean the DVD logos as set forth in the DVD Logo Manual, which may be revised from time to time by the Licensor. “Logo” shall mean any of the Logos.

1.15 **“OEM Product”** shall mean any DVD Product manufactured by Licensee or its Affiliate to be sold under the brand, label, direction, authority or auspices of another party (the “OEM Product Customer”).

1.16 **“Optional DVD Format Book”** shall mean a supplement or addendum to a DVD Format Book that may be issued by Licensor from time to time, and that (i) is designated by Licensor as “Optional,” and (ii) contains specifications for one or more DVD Products that may be used by Licensee in conjunction with applicable DVD Format Books.

1.17 **“Product”** shall mean any disc, device or other product that uses information disclosed in a DVD Format Book.

1.18 **“Test Specification”** shall mean the minimum common specification requirement that is designated for a Product in Annex A-4 as the “Applicable Test Specification” to be evaluated during Verification.

1.19 **“Third Party Manufacturer”** shall mean any manufacturer that, pursuant to a written contract or other written agreement with Licensee, manufactures one or more DVD Products on Licensee’s behalf, irrespective of whether or not such manufacturer needs to have access to any information contained in the DVD Format Books.

1.20 **“Verification”** shall have the meaning provided in Article 4.1.

## **2. DVD Format License**

2.1 Subject to the terms and conditions and with the limitations and exceptions hereafter set forth, Licensor, as of the Effective Date, grants to Licensee and its Affiliates a non-exclusive, non-transferable license, on a worldwide basis during the term hereof, without the right to sublicense, to use the DVD Format Book(s) identified on Annex A-1 as being licensed to Licensee, including the technical information, know-how and trade secrets contained therein, solely in connection with the development, manufacture (including manufacture by a Third Party Manufacturer), sale, use or other disposition of the DVD Products included in the DVD Product Category(ies) identified on Annex A-1 as being licensed to Licensee. The license granted hereunder shall not under any circumstance authorize Licensee or its Affiliates to use the DVD Format Book(s) or the information contained therein in connection with the manufacture, sale or distribution of any Product other than the DVD Product(s) and DVD Product Category(ies) that have been designated by Licensee in Annex A-1 and for which the appropriate license fee has been paid.

2.2 Licensee shall select such DVD Format Book(s) and DVD Product Category(ies) that are licensed to Licensee and its Affiliates under this Agreement by checking the applicable box[es] on Annex A-1. During the term of this Agreement, Licensee may add any DVD Format Book(s) and DVD Product Category(ies) that Licensee has not selected previously, and may acquire a license with respect to such DVD Format Book(s) and DVD Product Category(ies), by (i) providing Licensor with a request substantially in the form of Annex E indicating Licensee’s selection of additional DVD Format Book(s) and/or DVD Product Category(ies), and (ii) paying an additional license fee in accordance with Article 5.1. The terms and conditions of this Agreement shall apply to each additional DVD Format Book and/or DVD Product Category as of the Effective Date for that DVD Format Book or DVD Product Category.

2.3 Subject to Licensor's approval, Licensee may add any Affiliate(s) of Licensee to Annex C of this Agreement, and the terms and conditions of this Agreement shall apply to such Affiliate(s) as of the date Licensor receives the amended Annex C. Licensee shall, at the request of Licensor, provide evidence satisfactory to Licensor that any entity identified in Annex C to this Agreement qualifies as an "Affiliate" under Article 1.1. If, during the term of this Agreement, an entity identified in Annex C no longer satisfies the conditions described in Article 1.1, then (i) Licensee shall notify Licensor that such entity no longer qualifies as an Affiliate, and (ii) this Agreement shall no longer apply to such entity as of the date on which the entity no longer qualified as an Affiliate.

2.4 Licensor shall have made available to Licensee under the NDA for use by Licensee and its Affiliates a copy of the then current version of one or more DVD Format Books, which may not be copied in whole or in part by anyone, including the Licensee and its Affiliates. Licensee may receive additional copies of any DVD Format Book that has been made available to Licensee for an additional fee of JPY55,000 per copy, or such other amount to be specified by Licensor. Such additional copies will be provided pursuant to, and subject to the terms and conditions of, the NDA.

2.5 In the event that Licensee arranges for the manufacture of one or more DVD Products by a Third Party Manufacturer, Licensee shall be responsible for ensuring compliance with the terms and conditions of this Agreement (including, but not limited to, Verification of such DVD Products). Licensee acknowledges that the NDA prohibits disclosure of information contained within the DVD Format Books to any third party, including any Third Party Manufacturer. Licensee agrees and acknowledges that, if it becomes necessary for a Third Party Manufacturer to have access to the information contained within the DVD Format Books, then the Third Party Manufacturer must itself become a licensee of the DVD Format Books and Logos. For the purpose of furthering Licensor's efforts regarding the enforcement or protection of Licensor's rights and interests in the DVD Format Books and/or the Logos, Licensee shall be responsible for confirming that the Third Party Manufacturer is such a licensee prior to engaging the Third Party Manufacturer to perform any task that requires information contained in the DVD Format Books. Licensee must provide to Licensor the names and contact information of all Third Party Manufacturers, licensed or otherwise, that manufactures DVD Read Only Drive, DVD Writable Drive, DVD Player and/or DVD Recorder on Licensee's behalf, in writing, unless Licensee informs Licensor of its intention not to do so, and provides a reason acceptable to Licensor for its refusal to provide that information, in writing.

2.6 In the event that Licensee manufactures an OEM Product, Licensee shall (i) be responsible for compliance with the terms and conditions of this Agreement (including, but not limited to, Verification of the OEM Product), and (ii) take reasonable steps to ensure that the OEM Product is not altered after manufacture in any manner that will affect any characteristic of the OEM Product that is addressed in the DVD Format Books. Only the Licensee or its Affiliate may apply a Logo (if licensed to Licensee hereunder) to a DVD Product.

2.7 Reserved for future addition of SID Code related provisions.

2.8 Licensee agrees that all Products manufactured or sold by Licensee shall comply with the specifications set forth in the applicable DVD Format Books, and with the updates or revisions to such DVD Format Books that Licensor may publish from time to time. In the event Licensee or its Affiliate(s) chooses to use the specifications contained in an Optional DVD Format Book for any DVD Product, then such DVD Product also shall comply with those specifications.

2.9 The licenses granted pursuant to Articles 2.1 and 3.1 of this Agreement do not apply to any Product that does not meet the requirements of Article 2.8.

2.10 IT IS EXPRESSLY UNDERSTOOD THAT THE RIGHTS AND LICENSES GRANTED PURSUANT TO THIS AGREEMENT DO NOT EXTEND TO ANY PRESENT OR FUTURE PATENT RIGHT WHATSOEVER.

### **3. DVD Logo License**

3.1 Subject to the terms and conditions and with the limitations and exceptions set forth in this Agreement, Licensor, as of the Effective Date, grants to Licensee and its Affiliates a non-exclusive, non-transferable license, on a worldwide basis, without the right to sublicense, during the term hereof, to use the Logos solely (i) on DVD Products that are within DVD Product Category I or DVD Product Category II as being licensed to Licensee, (ii) on packing materials that accompany such DVD Products, (iii) in advertising and other sales and marketing literature relating to such DVD Products, including catalogues or brochures, and user manuals for such DVD Products, or (iv) in electronic images (such as websites) associated with such DVD Products.

3.2 The Logos shall be used only in the form and manner specified in the DVD Logo Manual. Licensee is strictly prohibited from using the Logos in any form other than that which is specifically set forth in the DVD Logo Manual.

3.3 Licensee shall ensure that there is imprinted legibly and irremovably on all materials and things on or with which the Logos appear in any form the legends and notices required by the DVD Logo Manual.

3.4 Licensee shall not co-join, superimpose or combine any other logo, trademark, trade name or other designation with the Logos. Licensee shall not use the Logos in a manner which impairs the right in the Logos.

3.5 Licensee shall ensure that distributors' and retailers' usage of the Logos in advertising, promotional materials, catalogues or brochures offering Licensee's DVD Products for sale shall comply with the DVD Logo Manual and Articles 3.2, 3.3, 3.4 and 4.2 of this Agreement.

3.6 Licensee may use the Logos on an OEM Product included in DVD Product Category I or DVD Product Category II, provided that (i) the only Logo appearing on the product is the Logo affixed by the Licensee or its Affiliate; (ii) the Logo complies with the requirements of the DVD Logo Manual; (iii) such DVD Product has successfully completed Verification prior to shipment by Licensee or its Affiliate; and (iv) Licensee or its Affiliate takes reasonable steps to ensure that the Logo is not altered after shipment.

3.7 Notwithstanding anything in this Agreement to the contrary, if Licensee develops, manufactures, sells, uses or otherwise disposes of DVD Products that are within DVD Product Category III, the license of the Logos granted in Article 3.1 of this Agreement shall not apply with respect to such DVD Products.

3.8 Licensee shall not register in any country any trademark, service mark, trade name, logo or other indicia of ownership (each, an "Insignia") which resembles or is confusingly similar to a Logo, or which dilutes a Logo (including, without limitation, any Insignia which incorporates a Logo) nor use any such Insignia which could reasonably be

deemed to be confusingly similar, deceptive or misleading with respect to a Logo, or which could reasonably be deemed to dilute a Logo. If Licensee uses any Insignia which, in Licensor's reasonable opinion, is confusingly similar, deceptive or misleading with respect to a Logo, or which dilutes a Logo, in connection with any product, or any service or in any territory not specifically authorized hereunder, Licensee shall, immediately upon receiving a written request from Licensor, permanently cease such use.

3.9 Except as provided in this Article 3.9, Licensor shall bear the expense of obtaining and maintaining any trademark or other intellectual property registrations applicable to the Logos. As Licensor deems necessary, Licensee at its expense will comply with the applicable laws or practices of the country(ies) in which rights relating to the Logos are registered, including, without limitation, the marking of Licensee's DVD Products with any applicable notice of registration, and the recordation of Licensee as a registered or licensed user of the Logos. At Licensor's request, Licensee shall advise Licensor of all countries in which DVD Products manufactured by Licensee, or manufactured at Licensee's behest by a Third Party Manufacturer, are sold.

#### **4. Verification**

4.1 "Verification" shall mean the procedures described in this Article 4 and in Annexes B-3, B-4 and B-5, for testing a Product's compliance with the applicable DVD Format Book(s) in accordance with the applicable Test Specifications.

4.2 Licensee (if Licensee has been granted the License to use the Logos) agrees that all Products bearing or marketed under the Logos shall conform to the applicable DVD Format Book(s) and such additional standards, specifications, instructions, or quality controls as may be communicated in writing by Licensor to Licensee from time to time, and that all uses of the Logos shall fully comply with the DVD Logo Manual. Licensee further agrees that in case the Licensee manufactures any OEM Products in DVD Product Category I or DVD Product Category II, the Licensee shall cause, and bear responsibility for causing, the OEM Product Customer to comply with the requirements that all Products bearing or marketed under the Logos shall conform to the applicable DVD Format Book(s), and that all uses of the Logos shall comply with the DVD Logo Manual.

4.3 Licensee agrees that it will not manufacture, sell, market, promote or distribute a Product within DVD Product Category I or DVD Product Category II and bearing or marketed under the Logos that is not in full compliance with the applicable DVD Format Book(s) as determined by Verification of the Product in accordance with the procedures set forth in this Article 4 and in Annexes B-3, B-4 and B-5.

4.4 If at any time during the term hereof, Licensor determines, in its sole reasonable judgment and in cooperation with a Class A Verification Laboratory listed in Annex B-1, that Licensee may be manufacturing, selling, marketing, promoting or distributing a Product that is not in full compliance with an applicable DVD Format Book, then at the request of Licensor, such Licensee shall follow the procedures set forth in Annex B-5.

4.5 If Final Failure (as defined in Annex B-3 or Annex B-5) is declared for a Product, Licensor shall have the right to terminate the rights relating to the Logos granted to Licensee under this Agreement with respect to the Product as to which Final Failure has been declared, upon thirty (30) days' prior written notice to Licensee.

4.6 The right of termination set forth in Article 4.5 above shall not be exclusive of any other remedies or means of redress to which the Licensor may be lawfully entitled, and all such remedies shall be cumulative. Upon termination of the Licensee's rights pursuant to Article 4.5, all rights of Licensee granted hereunder relating to the Logos with respect to the Product that failed to meet the verification standards shall cease and the termination procedures set forth in Article 10.3 below shall apply to such termination.

4.7 For purposes of this Agreement, samples submitted for Verification pursuant to the procedures specified in this Article 4 and in Annexes B-3, B-4 or B-5 shall be selected in a manner acceptable to Licensor.

4.8 NO NOTICE OR STATEMENT OF ANY KIND SENT BY LICENSOR, OR BY ANY LABORATORY LISTED ON ANNEX B-1, SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE DVD PRODUCT IDENTIFIED IN SUCH NOTICE OR STATEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INTERCHANGEABILITY WITH OTHER DVD PRODUCTS.

## **5. Fees**

5.1 In consideration of the licenses granted hereunder, subject to the terms and conditions and with the limitations set forth herein, Licensee agrees to pay to Licensor the license fee set forth on Annex A-1 for each DVD Format Book licensed to Licensee in each DVD Product Category selected by Licensee as identified on Annex A-1. Licensee agrees that it is entitled to deduct JPY550,000 from the license fee, provided that the fee paid by Licensee pursuant to the NDA was not previously deducted from a license fee paid by Licensee to Licensor. This Agreement shall not become effective for any DVD Format Book(s) as to which Licensor has not received the applicable license fee from Licensee. In the event that Licensee adds DVD Format Book(s) and/or DVD Product Category(ies) in accordance with the provisions of Article 2.2, Licensee shall pay to Licensor, concurrently with such addition, the license fee set forth on Annex A-1 for each DVD Format Book and/or DVD Product Category newly selected by Licensee.

5.2 Under no circumstance will Licensee be entitled to any return or refund of a license fee.

5.3 Each time a sample Product and a test result are submitted to a verification laboratory for Verification pursuant to Article 4 and Annex B-3, B-4 or B-5 (regardless of the number of times a Product is submitted to a verification laboratory), Licensee shall pay the verification laboratory the fees as charged by the verification laboratory on a per-submission basis, promptly upon the receipt of an invoice from the verification laboratory (including all transportation fees for such submission and return of Licensee's DVD Product sample or test results); provided that such fees shall not exceed the applicable amount specified in Annex B-2.

5.4 All payments made by Licensee to Licensor or to a verification laboratory under this Agreement shall be made without any deduction for any taxes, except for any income taxes that may be owed by Licensor or such verification laboratory that are required under the law of any jurisdiction outside Japan to be withheld on any payments under this Agreement, which taxes shall be withheld by Licensee only to the extent required by law and actually paid to the appropriate taxing authority. Licensee shall, within one month following payment of any such taxes, provide proof to Licensor of payment of such taxes (including, but not limited to, official

receipts in the name of Licensor and photocopies of all forms filed by Licensee with the appropriate taxing authorities) together with certified English translations of such documentation (if not in the English language). No other taxes or other charges (including, but not limited to, bank charges) shall be deducted from the payments made to Licensor or to a verification laboratory. Licensee shall indemnify Licensor or a verification laboratory for any penalties or interest that may be payable as a result of Licensee's failure to timely pay all taxes or other assessments of Licensor that Licensee is obligated to withhold.

5.5 Except as provided in Article 5.4, taxes imposed on payments by Licensee to Licensor or verification laboratories, including but not limited to value added taxes, consumption taxes, and sales taxes, which may be imposed now or in the future under the laws of any applicable jurisdiction, shall be Licensee's sole responsibility and Licensee shall promptly transmit such taxes to the appropriate authorities as and when they become due. Such taxes shall not affect Licensee's obligation to make payments to Licensor or verification laboratories as required under this Agreement.

5.6 Licensee shall provide written notice to Licensor of any withholding to be made pursuant to Article 5.4 before payment is made in reasonable time and with sufficient information to allow Licensor to raise any objection, including any objection to the form, method, or the amount of payment, or to the withholding of any taxes.

## **6. Information**

6.1 Licensee shall comply with Licensor's reasonable requests for cooperation in connection with Licensor's efforts regarding the enforcement or protection of Licensor's rights and interests in the DVD Format Books or the Logos.

6.2 Without limiting the generality of Article 6.1, Licensee shall comply with Licensor's reasonable requests for information, including: (i) the brand names associated with DVD Products manufactured by Licensee; (ii) the brand names associated with OEM Products manufactured by Licensee; and (iii) information regarding entities that infringe on or otherwise violate Licensor's rights in the DVD Format Books or the Logos.

6.3 Licensee acknowledges (i) that officials in various countries examine DVD Products to identify infringing trademarks, including the Logos, and (ii) that DVD Products, including OEM Products and DVD Products manufactured by Affiliates and Third Party Manufacturers, that do not identify Licensee may be subject to detention, seizure or other government action. Under no circumstance will Licensor be responsible for the treatment or disposition of DVD Products by governmental authorities.

## **7. Ownership of the DVD Format Books and Logos; Reservation of Rights**

7.1 Licensee acknowledges that this Agreement does not transfer or convey to Licensee ownership of, or any rights in, any of the DVD Format Books or the Logos, except as expressly set forth herein. Use of the Logos (if Licensee has been granted the license to use the Logos) by Licensee shall inure solely to the benefit of the Logo Owner, as owner of all rights in and to the Logos. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with such Licensee's use of the DVD Format Books or the Logos.



7.2 Licensor hereby reserves all rights not herein expressly granted by this Agreement. Such reserved rights are the sole and exclusive property of the Licensor, the Format Owners, and the Logo Owner.

## **8. Confidentiality**

8.1 Licensee agrees that Licensee shall not disclose to any third party information contained in the DVD Format Book(s) licensed hereunder or any other information provided by Licensor pursuant to the terms and conditions of the NDA. Licensee further agrees that Licensee shall use information contained in the DVD Format Book(s) licensed hereunder, and any other information provided by Licensor to Licensee, in accordance with the terms and conditions of the NDA regarding the confidential treatment of such information, and only for the development, manufacture, sale, use and other disposition of the DVD Product(s) included in the DVD Product Category(ies) identified on Annex A-3 and selected by Licensee.

8.2 Licensor shall treat any information provided to Licensor by Licensee or its Affiliates pursuant to Articles 2.5 and 6 as confidential, and shall not disclose such information to any third party, except (a) as may be required by law (in which event, to the extent possible, Licensor shall provide Licensee with reasonable advance notice of such disclosure); (b) as part of Licensor's effort (whether by official proceeding or otherwise) to enforce or protect Licensor's intellectual property rights and other interests in the DVD Format Books and the Logos; (c) if Licensor receives the information from another source to which the Licensor does not owe an obligation of confidentiality; or (d) if the information is or becomes available in the public domain.

## **9. Warranty and Disclaimer**

9.1 LICENSOR, THE FORMAT OWNERS AND THE LOGO OWNER MAKE NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE INFORMATION TO BE SUPPLIED TO LICENSEE OR ITS AFFILIATES PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE DVD FORMAT BOOKS, THE DVD LOGO MANUAL, AND TECHNICAL INFORMATION AND SUPPORT, IF ANY, OR THE ABILITY OF LICENSEE OR ITS AFFILIATES TO MAKE USE THEREOF TO SECURE INTERCHANGEABILITY WITH OTHER DVD PRODUCTS. LICENSOR, FORMAT OWNERS, AND LOGO OWNER MAKE NO WARRANTY WHATSOEVER THAT THE USE OF INFORMATION SUPPLIED BY LICENSOR DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON. LICENSEE UNDERSTANDS AND AGREES THAT THE LICENSOR, FORMAT OWNERS AND LOGO OWNER MAKE NO WARRANTY WHATSOEVER THAT ANY MANUFACTURE, USE, SALE, LEASE OR OTHER DISPOSAL OF LICENSED PRODUCTS WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. IT IS EXPLICITLY UNDERSTOOD BY LICENSEE THAT LICENSOR AND FORMAT OWNERS CLAIM TO HAVE ISSUED OR PROSPECTIVE PATENTS PERTINENT TO THE LICENSED PRODUCTS, WHICH PATENTS ARE NOT LICENSED HEREUNDER. LICENSOR, FORMAT OWNERS AND LOGO OWNER MAKE NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT.

9.2 Nothing in this Agreement shall be construed as imposing on Licensor an obligation to take any action to protect its intellectual property rights or other interests in the DVD Format Books and/or the Logos.

9.3 Licensee acknowledges and agrees that Licensor shall not be liable for the actions of any government official, agency or other authority with respect to the enforcement of any law or regulation applied or relating to DVD Products.

## **10. Term and Termination**

10.1 This Agreement shall become effective as of the Effective Date and shall continue in force until December 31, 2019, unless terminated earlier. The parties hereby agree that prior to such expiration (other than upon earlier termination of this Agreement pursuant to the provisions herein), the parties shall negotiate in good faith to renew the license granted hereunder as such renewal may be subject to further terms and conditions, including payment of then determined license fees.

10.2 Either party may terminate this Agreement at any time on thirty (30) days' written notice to the other party in the event that the latter shall materially breach or fail to perform any material obligation under this Agreement and such default is not remedied within thirty (30) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative. Licensee may terminate this agreement at any time on sixty (60) days' prior written notice to Licensor.

10.3 Immediately upon expiration or earlier termination of this Agreement, Licensee shall return to Licensor, or at Licensor's instruction, destroy all copies of the DVD Format Books in Licensee's possession and certify to Licensor that it has done so in a written sworn statement of an officer of Licensee delivered to Licensor within fifteen (15) days after such destruction or return. Licensee acknowledges that, on the last day of the term of this Agreement or upon its earlier termination, all rights granted by this Agreement shall cease.

10.4 Licensee hereby agrees (if Licensee has been granted the license to use the Logos) that the use of the Logos in any way not in compliance with the DVD Logo Manual, as such manual may be modified from time to time, or on any Product or in any advertisement or sales literature concerning any Product, which Product does not comply with the applicable DVD Format Book, shall constitute a material breach of this Agreement and infringement of the Logos.

10.5 Licensee hereby agrees that Licensor, at its sole discretion, may deem a declaration of Final Failure pursuant to Annex B-5 with respect to a Product manufactured by or on behalf of Licensee or its Affiliate as a material breach of this Agreement.

10.6 In the event that any Event of Bankruptcy occurs, then Licensor may give notice to Licensee terminating this Agreement and this Agreement shall be terminated in accordance with the notice. An "Event of Bankruptcy" occurs if:

- (i) a decree or order by a court having jurisdiction in the premises has been entered adjudging Licensee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition, winding up or similar relief for Licensee under any applicable statute, or a decree or order of a court having

jurisdiction in the premises for the appointment of a liquidator, receiver, administrator, trustee or assignee in bankruptcy or insolvency or other similar person or official of Licensee or of a substantial part of the property, or for the winding up or liquidation of the affairs of Licensee has been entered and remains unstayed; or if any substantial part of the property of Licensee has been sequestered or attached and has not been returned to the possession of Licensee or released from such attachment within 14 days thereafter; whether any such act or event occurs in Japan, or any foreign country, subdivision thereof, or any other jurisdiction; or

- (ii) Licensee institutes proceedings to be adjudicated a voluntary bankrupt or insolvent, consents to the filing of a bankruptcy or insolvency proceeding against it, files a petition or answer or consent seeking reorganization, readjustment, arrangement, composition, winding up, administration, receivership, or similar relief under any applicable statute or consents to the filing of any such petition or the entry of any such order, makes an assignment for the benefit of creditors, is determined to be unable to pay its debts or admits in writing its inability to pay its debts generally as they become due, or voluntarily suspends transactions of a substantial portion of its usual business; whether any such act or event occurs in Japan, or any foreign country or subdivision thereof, or any other jurisdiction.

10.7 The rights and obligations set forth in Articles 5, 7, 8, 9, 10.3, 12.6, 12.7 and this Article 10.7 shall survive the termination or expiration of this Agreement.

## **11. Notices**

11.1 Except as provided in Article 11.2, wherever provision is made in this Agreement for the giving of any notice or communication, such notice or communication shall be in writing and shall be deemed to have been duly given if mailed by airmail, postage prepaid, addressed to the party entitled to receive the same or delivered to such party, or sent by facsimile transmission, by e-mail, or sent by courier, in each case to the attention of the individual acting on behalf of such party specified below (the "Contact Person"):

if to Licensor, to:

DVD Format/Logo Licensing Corporation  
602 No. R Hamamatsu-cho, 1-2-1 Hamamatsu-cho,  
Minato-ku, Tokyo 105-0013

Japan

Attention: Ms. Emi Okada  
Manager,  
Licensing

Tel No.: +81-3-5777-2883

Fax No.: +81-3-5777-2884

E-mail: license@dvdflc.co.jp

and if to the Licensee, to:

Attention:

Tel No.: +  
Fax No.: +  
E-mail:

or to such other Contact Person or address, in any such case, as any party hereto shall have last designated by notice to the other party. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and confirmation of successful transmission is received or by e-mail and successful transmission is confirmed or, if sent by courier, shall be deemed to have been given two business days after delivery by the courier company, or if mailed, ten business days following the date on which such notice was so mailed.

11.2 In the event that Licensor is unable following two attempts to effect notice to Licensee pursuant to Article 11.1, Licensor may effect notice to Licensee by any means reasonably calculated to provide notice to Licensee, including but not limited to publication on Licensor's website ([www.dvdflc.co.jp](http://www.dvdflc.co.jp)), provided that notice provided by publication on Licensor's website shall be effective on the date specified on the notice, which shall be no less than thirty (30) days following the date of publication.

11.3 Licensee agrees to have its name and the DVD Format Books and DVD Product Category(ies) for which Licensee is licensed be listed on Licensor's website ([www.dvdflc.co.jp](http://www.dvdflc.co.jp)), unless Licensee otherwise notifies Licensor in writing. Licensor may discontinue such listing of Licensees on its website, at Licensor's discretion.

11.4 Licensee agrees to have its name and the DVD Products that passed Verification in accordance with Annex B-3 listed on Licensor's website ([www.dvdflc.co.jp](http://www.dvdflc.co.jp)), unless Licensee otherwise notifies Licensor in writing. Licensor may at its discretion (i) choose the specific DVD Products to be listed, and (ii) start or discontinue web disclosure at any time. Licensor will list all such Licensees that have passed Verification, as reported to Licensor, for the specific DVD Products that Licensor has elected to list.

## **12. Miscellaneous**

12.1 Licensee agrees that it will not bring any actions for unauthorized use or infringement of any of the DVD Format Books or the Logos. Licensee will notify Licensor immediately should it learn of any such unauthorized use or infringement by any entity. Licensor shall have the option, at its own expense, to assume the defense of any suit or action brought against Licensee that challenges or concerns the validity of any right granted by Licensor hereunder. Licensor shall be entitled to all proceeds resulting from any such suit or action.

12.2 The performance by Licensor of its obligations hereunder shall be conditioned upon and subject to the receipt of all necessary export approvals required by and all restrictions or conditions imposed by any relevant government.

12.3 Licensor represents and warrants that it has the right to enter into this Agreement and to grant a license to Licensee pursuant to the terms hereof on behalf of the Format Owners and Logo Owner.

12.4 This Agreement and the rights granted hereunder shall be personal to Licensee and shall not be assigned, transferred, sold, pledged, divided or made subject to any lien, charge, security interest or encumbrance of any kind or manner. Licensee shall not have the right to sublicense any rights granted hereunder. For purpose of this Article 12.4, (i) any transaction (including but not limited to any merger, statutory or otherwise) resulting in a combination of the Licensee and another Person, in which the Licensee is not the surviving entity, shall constitute a transfer of the Agreement, and (ii) "Person" means any corporate or juridical entity (including a general or limited partnership), any joint venture, or any other entity recognized under the statutes, laws or regulations of the jurisdiction in which such entity was established or organized.

12.5 Licensor shall have the right to assign this Agreement, at any time during the term thereof, to any other entity(ies) that succeed(s) Licensor in its function as the licensor of the DVD Format Books and the Logos, upon prior written notice to Licensee.

12.6 THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED, AND ANY MATTERS RELATING TO THIS AGREEMENT SHALL BE DECIDED, ACCORDING TO THE LAWS OF THE STATE OF NEW YORK, AS IF THIS AGREEMENT WERE WHOLLY EXECUTED AND WHOLLY PERFORMED WITHIN SUCH STATE.

12.7 LICENSEE AGREES AND ACKNOWLEDGES THAT ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT, LICENSOR'S LICENSING OF THE LOGOS OR THE DVD FORMAT BOOKS, OR LICENSEE'S USE OF THE DVD FORMAT BOOKS AND THE LOGOS, SHALL BE FINALLY SETTLED BY THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK; AND EACH PARTY TO THIS AGREEMENT HEREBY: (i) IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE RESOLUTION OF SUCH DISPUTES; (ii) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SAID COURTS IN ANY SUCH DISPUTE BY PERSONAL DELIVERY OR MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE RESPECTIVE ADDRESS SET FORTH IN ARTICLE 11.1 ABOVE; (iii) IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS OR TO THE CONVENIENCE OR INCONVENIENCE OF CONDUCTING OR PURSUING ANY ACTION OR PROCEEDING IN ANY SUCH COURT; AND (iv) IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY REGARDING THE RESOLUTION OF ANY DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.8 Licensee agrees to all of the terms and conditions of this Agreement (including, but not limited to, Articles 2.10, 4.8, 9.1, 12.6 and 12.7) on its own behalf and on behalf of its Affiliates. This Agreement shall inure to the benefit of the parties hereto and to each of Licensee's Affiliates, provided that (i) each such Affiliate shall comply with the terms of this Agreement as those terms apply to the Licensee, (ii) nothing herein shall relieve Licensee of any of its obligations under the terms of this Agreement, (iii) Licensee agrees to cause its Affiliates to comply with the terms and conditions of this Agreement in the same manner and to the same extent as they apply to Licensee (except that only the Licensee shall be liable for payment of the license fee to Licensor); and (iv) Licensee shall be responsible for the acts or omissions of its Affiliates as if such acts or omissions had been the acts or omissions of

Licensee. Without limiting the generality of the foregoing, any breach of this Agreement by an Affiliate shall be deemed by Licensor as a breach by Licensee.

12.9 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than expressly set forth herein (including the Annexes hereto), or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby.

12.10 This Agreement may be executed in counterparts (including facsimile transmission) each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

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DVD FORMAT/LOGO LICENSING CORPORATION

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
By (Sign)

Masahisa Saito

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ANNEX A-1****DVD Products, Corresponding DVD Format Books and License Fees**

DVD Format Books	DVD Product Category	License Fee	Licensed Product Category
DVD-ROM Book (DVD Specifications for Read-Only Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1)	JPY1,100,000	
	III	JPY1,100,000	
DVD-Video Book (DVD Specifications for Read-Only Disc) Part 3: Video	I	JPY1,100,000	
	II(1)	JPY1,100,000	
	II(2)	JPY1,100,000	
DVD-Audio Book (DVD Specifications for Read-Only Disc) Part 4: Audio	I	JPY1,100,000	
	II(1)	JPY1,100,000	
	III	JPY1,100,000	
DVD-R (3.9Gbytes) Book (DVD Specifications for Recordable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-R for Authoring Book (DVD Specifications for Recordable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-R for General Book (DVD Specifications for Recordable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-R for DL Book (DVD Specifications for Recordable Disc for Dual Layer) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-Download Book (DVD Specifications for Download Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-Download for DL Book (DVD Specifications for Download Disc for Dual Layer) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-RAM(2.6Gbytes) Book (DVD Specifications for Rewritable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-RAM(4.7Gbytes) Book (DVD Specifications for Rewritable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	
DVD-RW Book (DVD-Specifications for Re-recordable Disc) Part 1: Physical Part 2: File System	I	JPY1,100,000	
	II(1 & 2)	JPY1,100,000	
	III	JPY1,100,000	



DVD Format Books	DVD Product Category	License Fee	Licensed Product Category
<b>DVD-RW for DL Book</b> (DVD-Specifications for Re-recordable Disc for Dual Layer) Part 1: Physical Part 2: File System	<b>I</b>	<b>JPY1,100,000</b>	
	<b>II(1 &amp; 2)</b>	<b>JPY1,100,000</b>	
	<b>III</b>	<b>JPY1,100,000</b>	
<b>DVD-VR Book</b> (DVD Specifications for DVD-RAM/DVD-RW/DVD-R for General Discs) Part 3: Video Recording	<b>II(1 &amp; 2)</b>	<b>JPY1,100,000</b>	
	<b>III</b>	<b>JPY1,100,000</b>	
<b>DVD-SR Book</b> (DVD Specifications for DVD-RAM/DVD-RW/DVD-R for General Discs) Part 5: Stream Recording	<b>II(1 &amp; 2)</b>	<b>JPY1,100,000</b>	
	<b>III</b>	<b>JPY1,100,000</b>	
<b>DVD-AR Book</b> (DVD Specifications for DVD-RAM/DVD-RW/DVD-R for General Discs) Part 4: Audio Recording	<b>II(1 &amp; 2)</b>	<b>JPY1,100,000</b>	
	<b>III</b>	<b>JPY1,100,000</b>	
<b>Total Fees</b>	<b>JPY</b>		

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## ANNEX A-2

### DVD PRODUCTS

“DVD Products” include all of the following:

**DVD Disc** means

an optical disc, including an empty case for a DVD-RAM (4.7Gbytes) Disc, conforming to the applicable DVD Format Book(s) licensed to Licensee hereunder.

**DVD Read Only Drive** means

a device that is at least capable of (i) reading data stored or recorded on a DVD Disc that conforms to the applicable DVD Format Book(s) licensed to Licensee hereunder, and (ii) transmitting that data to a data processing apparatus upon demand from that apparatus.

**DVD Writable Drive** means

a device that is at least capable of (i) reading data stored or recorded on a DVD Disc, and (ii) writing data transmitted from a data processing apparatus onto a DVD Disc in the form conforming to the applicable DVD Format Book(s) licensed to Licensee hereunder.

**DVD Player** means

a playback device that is at least capable of (i) reading data stored or recorded on the DVD Disc which conforms to the applicable DVD Format Book(s) licensed to Licensee hereunder, and (ii) converting that data into signals intended to be used for visual and/or audio reproduction, or that is further capable of reproducing the data as visual and/or audio information.

**DVD Decoder** means

a device, implemented by means of software (or in combination with hardware), (i) that is installed (or to be installed) and used in a data processing apparatus, and (ii) that is at least capable of converting visual and/or audio data, that are stored or recorded on a DVD Disc that conforms to the applicable DVD Format Book(s) licensed to Licensee hereunder, into signals intended to be used for visual and/or audio reproduction, or that is further capable of reproducing the data as visual and/or audio information via the data processing apparatus.

**DVD Recorder** means

a device that is at least capable of (i) converting or arranging data such as visual and/or audio data or related data into signals that are recordable on a DVD Disc according to the applicable DVD Format Book(s) licensed to Licensee hereunder, and (ii) recording the signals onto a DVD Disc conforming to the applicable DVD Format Book(s) also licensed to Licensee hereunder.

**DVD Encoder** means

a device, implemented by means of software (or in combination with hardware), (i) that is installed (or to be installed) and used in a data processing apparatus, and (ii) that is at least capable of converting or arranging data such as visual and/or audio data or related data into the data intended to be recorded onto a DVD Disc according to the applicable DVD Format Book(s) licensed to licensee hereunder.

**Other DVD Products** means

any product other than DVD Discs, DVD Read Only Drives, DVD Writable Drives, DVD Players, DVD Decoders, DVD Recorders or DVD Encoders, including, but not limited to, authoring tools for professional use and integrated circuits, that uses the information included in one or more DVD Format Book(s), but excluding any product used for the manufacture or measurement of DVD Discs.

## **ANNEX A-3**

### **DVD PRODUCT CATEGORIES**

#### **Product Category I :**

DVD Discs

#### **Product Category II(1):**

DVD Players

DVD Read-only Drives

DVD Decoders

#### **Product Category II(2):**

DVD Recorders

DVD Writable Drives

DVD Encoders

#### **Product Category III:**

Other DVD Products

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**ANNEX A-4****Table of DVD Product Categories/ Corresponding DVD Format Book /License Needed / Test Specification (As of January, 2015)****Product Category I – (DVD Discs: Examples)**

<b>No</b>	<b>DVD Products</b>	<b>Corresponding DVD Format Book</b>	<b>License Needed (Product Category)</b>	<b>Applicable Test Specification</b>
1	DVD-ROM Disc	DVD-ROM Book	DVD-ROM (I)	*DVD-Video Disc Test Specification *DVD-Audio Disc Test Specification
2	DVD-Video Disc	DVD-ROM Book DVD-Video Book	DVD-ROM (I) DVD-Video (I)	DVD-Video Disc Test Specification
3	DVD-Audio Disc	DVD-ROM Book DVD-Audio Book	DVD-ROM (I) DVD-Audio (I)	DVD-Audio Disc Test Specification
4	DVD-R (3.9Gbytes) Disc	DVD-R (3.9Gbytes) Book	DVD-R (3.9Gbytes) (I)	DVD-R Disc (3.9Gbytes) Test Specification
5	DVD-R for Authoring Disc	DVD-R for Authoring Book	DVD-R for Authoring (I)	DVD-R Disc (4.7Gbytes) for Authoring Test Specification
6	DVD-R for General Disc	DVD-R for General Book	DVD-R for General (I)	DVD-R Disc for General & for DL Test Specification
7	DVD-R for General High-speed Disc	DVD-R for General Book Optional Specifications for High-speed DVD-R	DVD-R for General (I)	DVD-R Disc for General & for DL Test Specification
8	DVD-R for DL Disc	DVD-R for DL Book	DVD-R for DL (I)	DVD-R Disc for General & for DL Test Specification
9	DVD-R for DL High-speed Disc	DVD-R for DL Book Optional Specifications for High-speed DVD-R for DL	DVD-R for DL (I)	DVD-R Disc for General & for DL Test Specification
10	DVD-Download Disc	DVD-Download Book	DVD-Download (I)	DVD-Download Disc (for SL & DL) Test Specification
11	DVD-Download for DL Disc	DVD-Download for DL Book	DVD-Download for DL (I)	DVD-Download Disc (for SL & DL) Test Specification
12	DVD-RW Disc	DVD-RW Book	DVD-RW (I)	DVD-RW Disc (for SL & DL) Test Specification
13	DVD-RW High-speed Disc	DVD-RW Book Optional Specifications for High-speed DVD-RW	DVD-RW (I)	DVD-RW Disc (for SL & DL) Test Specification
14	DVD-RW for DL Disc	DVD-RW for DL Book	DVD-RW for DL (I)	DVD-RW Disc (for SL & DL) Test Specification

15	DVD-RAM (2.6Gbytes) Disc	DVD-RAM (2.6Gbytes) Book	DVD-RAM (2.6Gbytes) (I)	DVD-RAM Disc (2.6Gbytes) Test Specification
16	DVD-RAM (4.7Gbytes) Disc	DVD-RAM (4.7.Gbytes) Book	DVD-RAM (4.7Gbytes) (I)	DVD-RAM Disc (4.7Gbytes) Test Specification
17	DVD-RAM (4.7Gbytes) High-speed Disc	DVD-RAM (4.7Gbytes) Book Optional Specifications for High-speed DVD-RAM	DVD-RAM (4.7Gbytes) (I)	DVD-RAM Disc (4.7Gbytes) Test Specification
18	Empty case for DVD-RAM (4.7Gbytes) Disc	DVD-RAM (4.7Gbytes) Book	**DVD-RAM (4.7Gbytes) (I)	**DVD-RAM Disc (4.7Gbytes) Test Specification

\*There is no Test Specification made especially for DVD-ROM discs. Manufacturers must verify according to Sections [3.2.1] and [3.3] of either DVD-Video Disc Test Specification or DVD-Audio Disc Test Specification.

\*\*The License for DVD-RAM (4.7 Gbytes) Disc also covers the empty cases to be used with such discs (DVD Product No. 16). The Test Specification for such empty cases is included in the DVD-RAM (4.7 Gbytes) Disc Test Specification. Pursuant to Article 4, manufacturers of such empty cases must verify according to the relevant portions of that Test Specification.

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Product Category II (1) – (DVD Players, DVD Read-only Drives, DVD Decoders: Examples)

No	DVD Products	Corresponding DVD Format Book	License Needed (Product Category)	Applicable Test Specification
1	DVD-ROM Drive	DVD-ROM Book	DVD-ROM (II(1))	DVD-ROM Drive Test Specification
2	DVD-Video Player (with VR Playback function)	DVD-ROM Book DVD-Video Book (DVD-VR Book)	DVD-ROM (II(1)) DVD-Video (II(1)) (DVD-VR (II(1)))	DVD-Video Player Test Specification *(DVD-R/RW/RAM Video(VR) Recorder Test Specification)
3	DVD-Audio Player	DVD-ROM Book DVD-Audio Book	DVD-ROM (II(1)) DVD-Audio (II(1))	DVD-Audio Player Test Specification
4	PC DVD-Video Player or Software Video Decoder (with VR Playback function)	DVD-Video Book (DVD-VR Book)	DVD-Video (II(1)) (DVD-VR (II(1)))	DVD-Video Player Test Specification *(DVD-R/RW/RAM Video(VR) Recorder Test Specification)
5	PC DVD-Audio Player or Software Audio Decoder	DVD-Audio Book	DVD-Audio (II(1))	DVD-Audio Player Test Specification

\* To be verified as Next Production Model.

Product Category II (2) – (DVD Recorders, DVD Writable Drives, DVD Encoders: Examples)

No	DVD Products	Corresponding DVD Format Book	License Needed (Product Category)	Applicable Test Specification
1	DVD-R (3.9Gbytes) Drive	DVD-R (3.9Gbytes) Book	DVD-R (3.9Gbytes) (II(2))	DVD-R Drive (3.9Gbytes) Test Specification
2	DVD-R for Authoring Drive	DVD-R for Authoring Book	DVD-R for Authoring (II(2))	DVD-R Drive (4.7Gbytes) for Authoring Test Specification
3	DVD-R for General Drive	DVD-R for General Book	DVD-R for General (II(2))	DVD-R Drive for General & for DL Test Specification
4	DVD-R for DL Drive	DVD-R for DL Book	DVD-R for DL (II(2))	DVD-R Drive for General & for DL Test Specification
5	DVD-Download Drive	DVD-Download Book	DVD-Download (II(2))	DVD-Download Drive (for SL & DL) Test Specification
6	DVD-Download for DL Drive	DVD-Download for DL Book	DVD-Download for DL (II(2))	DVD-Download Drive (for SL & DL) Test Specification
7	DVD-RW Drive	DVD-RW Book	DVD-RW (II(2))	DVD-RW Drive Test Specification
8	DVD-RW for DL Drive	DVD-RW for DL Book	DVD-RW for DL (II(2))	*TBD
9	DVD-RAM (2.6Gbytes) Drive	DVD-RAM(2.6Gbytes) Book	DVD-RAM (2.6Gbytes) (II(2))	DVD-RAM Drive (2.6Gbytes) Test Specification
10	DVD-RAM (4.7Gbytes) Drive	DVD-RAM (4.7Gbytes) Book	DVD-RAM (4.7Gbytes) (II(2))	DVD-RAM Drive (4.7Gbytes) Test Specification
11	DVD-RAM Video (VR) Recorder	DVD-RAM (4.7Gbytes) Book DVD-VR Book	DVD-RAM (4.7Gbytes) (II(2)) DVD-VR (II(2))	DVD-RAM Video(VR) Recorder Test Specification
12	DVD-R Video Format Recorder	DVD-R for General Book DVD-Video Book	DVD-R for General (II(2)) DVD-Video (II(2))	DVD-R Video Format Recorder Test Specification
13	DVD-R for DL Video Format Recorder	DVD-R for DL Book DVD-Video Book	DVD-R for DL (II(2)) DVD-Video (II(2))	DVD-R Video Format Recorder Test Specification
14	DVD-R Video (VR) Recorder	DVD-R for General Book DVD-VR Book	DVD-R for General (II(2)) DVD-VR (II(2))	DVD-R Video(VR) Recorder Test Specification
15	DVD-R for DL Video (VR) Recorder	DVD-R for DL Book DVD-VR Book	DVD-R for DL (II(2)) DVD-VR (II(2))	DVD-R Video(VR) Recorder Test Specification
16	DVD-RW Video Format Recorder	DVD-RW Book DVD-Video Book	DVD-RW (II(2)) DVD-Video (II(2))	DVD-RW Video Format Recorder Test Specification
17	DVD-RW Video (VR) Recorder	DVD-RW Book DVD-VR Book	DVD-RW (II(2)) DVD-VR (II(2))	DVD-RW Video(VR) Recorder Test Specification



18	DVD-RW for DL Video (VR) Recorder	DVD-RW for DL Book DVD-VR Book	DVD-RW for DL (II(2)) DVD-VR (II(2))	*TBD
19	PC Video Format Authoring Software	DVD-Video Book	DVD-Video (II(2))	PC Video Format Authoring Software for DVD-R/RW/Download Test Specification
20	PC VR Format Recording Software	DVD-VR Book	DVD-VR (II(2))	PC VR Format Recording Software for DVD-RW/RAM Test Specification

\*Refer to DVD FLLC website for the latest information on the Test Specification.

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Product Category III – (Other DVD Products: Examples)

No	DVD Products	Corresponding DVD Format Book	License Needed (Product Category)	Applicable Test Specification
1	Video Format Authoring Software (Professional use)	DVD-Video Book	DVD-Video (III)	NA
2	IC chip for DVD-Video Player	DVD-ROM Book DVD-Video Book	DVD-ROM (III) DVD-Video (III)	NA
3	IC chip for DVD-Audio Player	DVD-ROM Book DVD-Audio Book	DVD-ROM (III) DVD-Audio (III)	NA
	Others	Please contact us at <a href="mailto:license@dvdflc.co.jp">license@dvdflc.co.jp</a>		

**ANNEX A-5 DVD Logo Manual**

The latest version of the DVD Logo Manual is maintained in the Licensee area of the DVD FLLC website at: <http://www.dvdfllc.co.jp>

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**ANNEX B-1**

**VERIFICATION LABORATORIES**

For the latest contact information for Class A Verification Laboratories, please refer to DVD FLLC website at:  
[http://www.dvdfllc.co.jp/verification/list\\_cal.html](http://www.dvdfllc.co.jp/verification/list_cal.html)

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**ANNEX B-2****MAXIMUM VERIFICATION FEES**

Effective Date: January, 2015

<b>Products</b>	<b>Fees</b>
DVD-ROM Disc	\$5,000
Time Limited DVD-ROM Disc	\$10,000
DVD-Video Disc	\$5,000
DVD-Audio Disc	\$5,000
DVD-R (3.9Gbytes) Disc	\$7,500
DVD-R for Authoring Disc	\$7,500
DVD-R for General Disc	\$7,500
DVD-R (4X Speed) Disc	\$7,500
DVD-R (8X Speed) Disc	\$15,000
DVD-R (16X Speed) Disc	\$15,000
DVD-R for DL (2X Speed) Disc	\$7,500
DVD-R for DL (4X Speed) Disc	\$15,000
DVD-R for DL (8X Speed) Disc	\$15,000
DVD-R for DL (12X Speed) Disc	\$15,000
DVD-Download Disc without pre-record	\$7,500
DVD-Download Disc with pre-record	\$15,000
DVD-Download for DL Disc without pre-record	\$15,000
DVD-Download for DL Disc with pre-record	\$15,000
DVD-RW Disc	\$7,500
DVD-RW (2X Speed) Disc	\$7,500
DVD-RW (4X Speed) Disc	\$15,000
DVD-RW (6X Speed) Disc	\$15,000
DVD-RW for DL (2X Speed) Disc	\$7,500
DVD-RAM (2.6Gbytes) Disc	\$7,500
DVD-RAM (4.7/1.46Gbytes) Disc	\$7,500
DVD-RAM (3X Speed) Disc	\$7,500
DVD-RAM (5X Speed) Disc	\$15,000
DVD-RAM (6X Speed) Disc	\$7,500
DVD-RAM (8X Speed) Disc	\$7,500
DVD-RAM (12X Speed) Disc	\$15,000
Empty case for DVD-RAM (4.7Gbytes) Disc	\$1,000
DVD-ROM Drive	\$5,000
DVD-R (3.9Gbytes) Drive	\$7,500
DVD-R for Authoring Drive	\$7,500
DVD-R for General Drive	\$7,500
DVD-R for DL Drive	\$15,000
DVD-Download Drive	\$7,500
DVD-Download for DL Drive	\$15,000
DVD-RW Drive	\$7,500
DVD-RW for DL Drive	\$15,000
DVD-RAM (2.6Gbytes) Drive	\$7,500
DVD-RAM (4.7/1.46Gbytes) Drive	\$7,500

DVD-Video Player	\$10,000
DVD-Audio Player	\$10,000
DVD-R Video Format Recorder	\$10,000
DVD-R for DL Video Format Recorder	\$20,000
DVD-R Video (VR) Recorder	\$10,000
DVD-R for DL Video (VR) Recorder	\$20,000
DVD-RW Video Format Recorder	\$10,000
DVD-RW Video (VR) Recorder	\$10,000
DVD-RW for DL Video (VR) Recorder	TBD
DVD-RAM Video (VR) Recorder	\$10,000
PC Video Format Authoring Software	\$10,000
PC VR Format Recording Software	\$10,000

*For further inquiries and details, please contact an individual Class A Verification Laboratory.*

Payment of the Verification fee, as required by Article 5 of the Agreement, shall be arranged pursuant to an agreement between Licensee and a Verification Laboratory.

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### **ANNEX B-3**

This Annex B-3 addresses the Verification of the Licensee's "First Production Model" as defined in the applicable Test Specification set forth in Annex A-4.

Licensees with respect to DVD Products in DVD Product Category I and DVD Product Category II(1) that use the DVD Video Format Book "DVD Specifications for Read Only Discs," Part 3, should follow **Part I**.

Manufacturers of DVD Products not covered by Part I should follow **Part II**.

This Annex B-3 does not apply to any First Production Model for which Verification was successfully completed prior to January 1, 2015.

#### **Part I.**

Prior to the initial commercial shipment of the First Production Model of a Product, Licensee shall undertake the following procedures and obtain a "Confirmation of Verification" in writing from a Class A Verification Laboratory regarding the DVD Product's compliance with the applicable DVD Format Book(s).

1. Prior to the initial commercial shipment of the First Production Model, Licensee shall test the First Production Model using the verification tool and following the instructions provided by a Class A Verification Laboratory listed on Annex B-1 and selected by Licensee. At the conclusion of the test, Licensee shall submit to the Laboratory the results of the test together with samples of the First Production Model so tested, and concurrently send a notice of that submission to Licensor. The Class A Verification Laboratory shall designate a reasonable number of samples to be submitted. Licensee may request that the Class A Verification Laboratory complete its testing and send the results of the tests to Licensee within thirty (30) working days from receipt of the Licensee's test results and the specified number of samples of the First Production Model. The Class A Verification Laboratory, if so requested, shall make reasonable efforts to comply with this request.

2. Before samples of the Licensee's Product are submitted to a Class A Verification Laboratory, Licensee and the Laboratory shall enter into a non-disclosure agreement covering confidential information submitted by the Licensee, the basic terms and conditions of which are set forth in Annex D attached hereto.

3. After the Class A Verification Laboratory receives Licensee's test results and samples of Licensee's First Production Model:

- (i) the Class A Verification Laboratory that received the Licensee's test results and samples of the First Production Model shall test the Product according to the applicable Test Specification, and shall inform Licensee and Licensor concurrently of the results (the Class A Verification Laboratory may keep a

reasonable number of samples of the Product submitted by Licensee);

- (ii) if, in the sole and reasonable judgment of the Class A Verification Laboratory, the result of the tests is that the First Production Model does not comply with the applicable DVD Format Book(s), Licensor shall have the right to request that Licensee modify the non-compliant Product so as to comply and submit sample(s) of such modified Product to the same Class A Verification Laboratory within thirty (30) days or a longer period specified by such Class A Verification Laboratory (a reasonable number of samples to be submitted shall be designated by such Class A Verification Laboratory). The Class A Verification Laboratory shall re-test the modified First Production Model according to the applicable Test Specification, and shall inform Licensee and Licensor concurrently of the results. In addition, upon the request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s), including, without limitation, the names of authoring studios that created the master discs for the non-compliant Product (for Products in DVD Product Category I) and the identity of any third-party suppliers of components for the non-compliant Product (for Products in DVD Product Category II(1)); and
- (iii) if, (a) following the re-testing of the modified First Production Model, in the sole and reasonable judgment of the Class A Verification Laboratory, the Product still fails to comply with the applicable DVD Format Book(s) or (b) Licensee fails to submit a modified Product within the period set forth in the above paragraph 3(ii), Licensor, in its sole discretion, shall have the right either (x) to request that Licensee further modify the Product and submit sample(s) of such further modified Product to the same Class A Verification Laboratory pursuant to paragraph 3(ii), or (y) to declare and inform Licensee of a final failure of such product to conform to the applicable DVD Format Book(s) (“Final Failure”).

## **Part II.**

1. At any time after the Effective Date but no later than sixty (60) days after the initial commercial shipment of the First Production Model of a Product, Licensee shall test the First Production Model using the verification tool and following the instructions provided by a Class A Verification Laboratory listed on Annex B-1 and selected by the Licensee. At the conclusion of the test, Licensee shall submit the results of such test together with samples of the First Production Model so tested to such Laboratory, and concurrently send a notice of that submission to Licensor. The Class A Verification Laboratory shall designate a reasonable number of samples to be submitted.

2. Before samples of the Licensee’s Product are submitted to a Class A Verification Laboratory, Licensee and the Laboratory shall enter into a non-disclosure agreement covering confidential information submitted by the Licensee, the basic terms and conditions of which are set forth in Annex D attached hereto.



3. After the Class A Verification Laboratory receives Licensee's test results and samples of the Licensee's First Production Model:

- (i) the Class A Verification Laboratory that received the Licensee's test results and samples of the First Production Model shall test the Product according to the applicable Test Specification, and shall inform Licensee and Licensor concurrently of the results (the Class A Verification Laboratory may keep a reasonable number of samples of DVD Products submitted by such Licensee);
- (ii) if, in the sole and reasonable judgment of such Class A Verification Laboratory, the result of the tests is that the First Production Model does not comply with the applicable DVD Format Book(s), Licensor shall have the right to request that Licensee modify the non-compliant Product so as to comply, and to submit sample(s) of such modified Product to the same Class A Verification Laboratory within thirty (30) days or a longer period specified by such Verification Laboratory (the number of samples to be submitted shall be designated by such Class A Verification Laboratory). The Class A Verification Laboratory shall re-test the modified First Production Model according to the applicable Test Specification, and shall inform Licensee and Licensor concurrently of the results. In addition, upon the request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s), including, as applicable and without limitation, the names of authoring studios that created the master discs for the non-compliant DVD discs and the identity of any third-party suppliers of components for the non-compliant Products; and
- (iii) if, (a) following the re-testing of the modified First Production Model, in the sole and reasonable judgment of the Class A Verification Laboratory, the Product still fails to comply with the applicable DVD Format Book(s), or (b) Licensee fails to submit a modified Product within the period set forth in the above paragraph 3(ii), Licensor, in its sole discretion, shall have the right either (x) to request that Licensee further modify the Product and submit such further modified Product to the same Class A Verification Laboratory, or (y) to declare and inform Licensee of a final failure of such Product to conform to the applicable DVD Format Book(s) ("Final Failure").

## **ANNEX B-4**

This Annex B-4 applies to “Next Production Models” of Products as defined in the applicable Test Specification set forth in Annex A-4.

Licensees with respect to DVD Products in DVD Product Category I and DVD Product Category II(1) that use the DVD Video Format Book “DVD Specifications for Read Only Discs,” Part 3, shall follow **Part I**.

Licensees with respect to other DVD Products shall follow **Part II**.

### **Part I.**

Prior to the initial commercial shipment of the Next Production Model of a Product, Licensee shall undertake the following procedures to test the Product’s compliance with the applicable DVD Format Book(s).

1. Prior to the initial commercial shipment of the Next Production Model, Licensee shall (i) test such Next Production Model at its own quality assurance facility using the verification tools and in accordance with procedures set forth in the Test Specification, or (ii) if Licensee or its Affiliates does not have its own quality assurance facility, submit samples of such Next Production Model to a Class B Verification Laboratory for Verification.

2. If the Next Production Model is tested at Licensee’s own quality assurance facility, the following procedures shall apply:

- (i) if, in Licensee’s reasonable judgment, the result of the testing and verification at Licensee’s own quality assurance facility is that such Next Production Model does not comply with the applicable DVD Format Book(s), Licensee shall (i) modify the non-compliant Product so as to comply, and (ii) re-test and verify such modified Product;
- (ii) if, in Licensee’s reasonable judgment, the modified Product still fails to comply with the applicable DVD Format Book(s) following the re-testing of the Product, Licensee shall either further modify the non-compliant modified Product or determine not to ship such Next Production Model with the Logos.
- (iii) Licensee shall keep records of the tests conducted at its own quality assurance facility pursuant to this Annex B-4 for at least two (2) years after the discontinuation of production of the relevant model.
- (iv) Upon request of Licensor, Licensee shall provide to Licensor the records described in paragraph 2(iii) above in a reasonably timely manner.

3. If Licensee submits samples of a Next Production Model to a Class B Verification Laboratory, the following procedures shall apply:

(i) before Licensee's samples are submitted to a Class B Verification Laboratory, Licensee and the Laboratory shall enter into a non-disclosure agreement covering confidential information submitted by Licensee, the basic terms and conditions of which are set forth in Annex D attached hereto. Licensee may request that the Class B Verification Laboratory finish its testing and send its test results within thirty (30) working days from each receipt of the sample DVD Product. The Class B Verification Laboratory, if so requested, shall make reasonable efforts to comply with the Licensee's request.

(ii) after the receipt of such sample Product,

(a) the Class B Verification Laboratory that received Licensee's sample Product shall test such Product in accordance with the applicable Test Specification and inform Licensee and Licensor concurrently of the results of the Verification (the Class B Verification Laboratory may designate a reasonable number of samples to be submitted and may keep a reasonable number of samples of the Product submitted by Licensee);

(b) if, in the sole and reasonable judgment of the Class B Verification Laboratory, the result of the tests is that the Licensee's Product does not comply with the applicable DVD Format Book(s), the Licensor shall have the right to request that Licensee modify the non-compliant Product so as to comply, and that Licensee submit sample(s) of such modified Product to such Class B Verification Laboratory within thirty (30) days or a longer period specified by such Class B Verification Laboratory (the number of samples to be submitted shall be designated by such Class B Verification Laboratory). The Class B Verification Laboratory shall re-test such modified Product in accordance with the applicable Test Specification. Upon request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s), including, without limitation, the names of authoring studios that created the master discs for the non-compliant Products (for Products in DVD Product Category I), and any third-party suppliers of components for the non-compliant Product (for Products in DVD Product Category II(1)); and

(c) if, in the sole and reasonable judgment of the Class B Verification Laboratory, the modified Product still fails to comply with the applicable DVD Format Book(s), Licensee shall either resubmit a further modified Product to the same Class B Verification Laboratory, or determine not to ship such Next Production Model with the Logos.

4. Licensee acknowledges and agrees that the Class B Verification Laboratory shall keep records of all the Verification tests it conducts for at least three (3)

years and, upon request of the Licensor, shall provide the records to the Licensor in a reasonably timely manner.

## **Part II.**

1. During the term of this Agreement and no later than sixty (60) days from the initial shipment of the Next Production Model of a DVD Product, Licensee (i) shall test the Next Production Model at its own quality assurance facility using the verification tools in accordance with procedures set forth in the Test Specification, or (ii) if Licensee does not have its own quality assurance facility, shall submit samples of the Next Production Model to a Class B Verification Laboratory for Verification.

2. If Licensee tests its Next Production Model at its own quality assurance facility, the following procedures shall apply:

- (i) if, in its reasonable judgment, the result of the tests at its own quality assurance facility is that the Next Production Model does not comply with the applicable DVD Format Book(s), Licensee shall modify the non-compliant Product so as to comply and re-test such modified Product;
- (ii) if, in its reasonable judgment, the modified Product still fails to comply with the applicable DVD Format Book(s) following the re-test, Licensee shall either further modify the non-compliant modified Products or determine not to ship such Next Production Model with the Logos;
- (iii) Licensee shall keep records of the tests conducted at its own quality assurance facility to at least two (2) years after the discontinuation of the relevant model.
- (iv) Upon request of Licensor, Licensee shall provide to Licensor the records described in paragraph 2(iii) in a reasonably timely manner.

3. If Licensee submits samples of a Next Production Model to a Class B Verification Laboratory, the following procedures shall apply:

- (i) before samples of Licensee's Product are submitted to a Class B Verification Laboratory, Licensee and the Laboratory shall enter into a non-disclosure agreement covering confidential information submitted by the Licensee, the basic terms and conditions of which are set forth in Annex D attached hereto;
- (ii) after the receipt of such sample Product,
  - (a) the Class B Verification Laboratory that received Licensee's sample Product shall test such Product in accordance with the applicable Test Specification and inform such Licensee of the results of the Verification (the Class B Verification Laboratory may designate a reasonable number of

samples to be submitted and may keep a reasonable number of samples of the Product submitted by such Licensee);

(b) if, in the sole and reasonable judgment of such Class B Verification Laboratory, the result of the tests is that the Licensee's Product does not comply with the applicable DVD Format Book(s), the Class B Verification Laboratory shall have the right to request that Licensee modify the non-compliant Product so as to comply, and submit sample(s) of such modified Product to such Class B Verification Laboratory within thirty (30) days or a longer period specified by such Class B Verification Laboratory (the number of samples to be submitted shall be designated by such Class B Verification Laboratory). The Class B Verification Laboratory shall re-test such modified Product in accordance with the applicable Test Specification. Upon request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s), including, without limitation, the names of authoring studios that created the master discs for the non-compliant DVD discs and any third-party suppliers of components for other non-compliant Products; and

(c) if, in the sole and reasonable judgment of such Class B Verification Laboratory, the sample Product still fails to comply with the applicable DVD Format Book(s) following the re-tests described in paragraph 3(ii)(b), Licensee shall either submit a further modified Product to the same Class B Verification Laboratory or determine not to ship such Next Production Model with the Logos.

4. Licensee acknowledges and agrees that the Class B Verification Laboratory shall keep records of all the Verification tests it conducts for at least three (3) years and, upon request of the Licensor, shall provide the records to the Licensor in a reasonably timely manner.

## **ANNEX B-5**

Licensors shall from time to time and at its sole discretion have the right to examine and inspect any Product marketed by Licensee or any of its Affiliates in order to identify and to address any issues that may appear regarding the Products' compliance with the DVD Format Book(s) applicable to such Product.

### **Part I.**

If Licensor determines, in its sole reasonable judgment (in cooperation with Class A Verification Laboratories where considered necessary) that Licensee or any of its Affiliates is manufacturing, selling, marketing, promoting or distributing a Product that is suspected not to be in full compliance with the applicable DVD Format Book(s), then Licensee shall follow the procedures set forth in this Part I.

1. At the request of Licensor, Licensee shall submit to Licensor sample(s) of the Products identified by Licensor within thirty (30) days from the date of such request.

2. After receipt of the sample(s), Licensor shall request a Class A Verification Laboratory of Licensor's choosing to test the sample according to the applicable Test Specification. The Licensor shall be responsible for the fees associated with these tests. Upon completion of the tests, the Verification Laboratory shall immediately inform Licensor of the test results.

3. If, as a result of the tests, the sample(s) are found not to comply with the applicable DVD Format Book(s), Licensor shall have the right to request that Licensee submit additional samples for re-testing by a Class A Verification Laboratory selected by Licensee. The Licensee shall be responsible for the fees associated with this re-testing. If, as a result of the re-tests, the sample(s) are found not to comply with the applicable DVD Format Book(s), Licensee shall modify the Product so as to comply, and submit sample(s) of such modified Product together with the results of the self-test to the same Class A Verification Laboratory within thirty (30) days from the date of such request (or such longer period as may be specified by the Class A Verification Laboratory). The Class A Verification Laboratory shall specify a reasonable number of samples to be submitted. Upon request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s).

4. If (a) following completion of the procedures specified in Paragraph 3, in the sole and reasonable judgment of the Class A Verification Laboratory chosen by Licensee, the sample(s) still fail to comply with the applicable DVD Format Book(s), or if (b) Licensee fails to submit sample(s) of the modified Product within the period set forth in the above, then

(1) Licensor may request that Licensee further modify the Product and submit sample(s) of such modified Product to the Class A Verification Laboratory chosen by Licensee. The Class A Verification Laboratory shall follow the same procedures set forth in Paragraph 3, which shall be repeated, at the expense of

Licensee, until the results demonstrate that the Product is compliant with the applicable DVD Format Book(s), or

- (2) Licensor, in its sole discretion, shall have the right to declare and inform Licensee of a Final Failure of such Product to conform to the applicable DVD Format Book(s).

## **Part II.**

When deemed necessary by Licensor, Licensor may inspect Products by obtaining samples of the Product on the market in a manner of Licensor's choosing. At Licensor's discretion, the procedures set forth in this Part II shall be followed.

1. At the request of Licensor, a Class A Verification Laboratory shall test the Product in accordance with the applicable Test Specification. Such tests shall be at the expense of Licensor. The Class A Verification Laboratory shall immediately inform Licensor of the test results.

2. If, as a result of the tests, the Product is found not to comply with the applicable DVD Format Book(s), Licensor may request Licensee to modify the non-compliant Product. In addition, Licensor may request Licensee to submit to Licensor sample(s) of such modified Product together with the results of a self-test within 30 days (or such longer period as may be specified by Licensor). Licensor shall specify a reasonable number of samples to be submitted. Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s).

3. After receipt of such modified Products and test results, Licensor shall request the same Class A Verification Laboratory to re-test the Products at the expense of the Licensor. The Class A Verification Laboratory shall immediately inform Licensor of the results of the re-tests.

4. If, as a result of the re-tests, the Product still fails to comply with the applicable DVD Format Book(s), Licensor shall have the right to request that Licensee modify the Product so as to comply with the applicable DVD Format Book(s), and to re-submit sample(s) of such modified Product together with the results of the self-test to a Class A Verification Laboratory selected by Licensee within thirty (30) days from the date of such request (or a longer period specified by the Class A Verification Laboratory). The Licensee shall be responsible for the fees associated with this testing. The Class A Verification Laboratory shall conduct such additional tests as may be required to determine whether the Product complies with the applicable DVD Format Book(s). The Class A Verification Laboratory shall specify a reasonable number of samples to be submitted. At the request of Licensor, Licensee shall promptly provide information necessary for Licensor to trace the cause of such non-compliance with the applicable DVD Format Book(s).

5. If (a) as a result of the additional tests, in the sole and reasonable judgment of the Class A Verification Laboratory, the Product still fails to comply with the applicable DVD Format Book(s), or (b) Licensee fails to submit sample(s) of the modified Product within the period set forth in the above, then

- (1) Licenser may request that Licensee further modify the Product and submit sample(s) of such modified Product to the Class A Verification Laboratory following the same procedures above and at the expense of Licensee until the Product is verified as compliant with the applicable DVD Format Book(s), or
- (2) Licenser, in its sole discretion, shall have the right to declare and inform Licensee of a Final Failure of such Product.

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**ANNEX C**

**List of Licensee's Affiliates**

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## **ANNEX D**

### **Basic terms and conditions of the Non-Disclosure Agreement between Licensee and Verification Laboratory**

1. Licensee and the Verification Laboratory shall undertake confidentiality obligations with respect to the following information:
  - (1) Laboratory:
    - a. Sample(s) of DVD products including technical information relating to such sample(s) received from Licensee.
    - b. The result of the verification performed by Licensee.
  - (2) Licensee:
    - a. The verification tool, including technical information relating to such verification tool, provided by the laboratory.
    - b. The name of the Verification Laboratory.
    - c. The measurement data of the Verification performed by the Laboratory.
2. The period of the parties' confidentiality obligations shall be at least three (3) years after receipt of the other party's confidential information.
3. Licensee shall agree that the Laboratory may disclose the results of the Verification performed by the Laboratory to Licensor and other Laboratories specified in Annex B-1, provided that Licensee's name and model numbers of Licensee's sample products may not be disclosed to such other Laboratories, and provided further that Licensor and such other Laboratories shall treat the Verification result as confidential.
4. Licensee and the Laboratory may use the other party's confidential information only for the purpose of verifying Licensee's Products' conformance with the applicable DVD Format Book(s).
5. The Non-Disclosure Agreement shall be effective as long as Licensee manufactures DVD products, provided, however, that the obligation of confidentiality shall survive such termination or expiration of the Non-Disclosure Agreement.
6. Licensee and Laboratory shall comply with all applicable rules and regulations of the United States, Japan and other countries and jurisdictions relating to the export or re-export of confidential information.

**ANNEX E    Application for Additional License / Product Category(ies)**

When requesting additions to the existing License, the Contact Person for Licensee should copy this page, incorporate the necessary information, and submit the completed form to the Licensor. Upon receipt of the Application, the Letter Agreements will be sent to the Contact Person for the signature of the Signer designated below.

**APPLICATION FORM**

(Company name) hereby requests additional License(s) for the DVD Format/Logo in the following Product Category(ies).

**(1) Additional Product Categories / Products to be covered**

**Format:**

**Product Category:**

**Products to be Manufactured**

**(2) Company Information**

**Company Name**

**Address**

**TEL:**

**FAX:**

**(3) Signer Information**

**Name:**

**Title:**

**Division:**