

SD Test Tool Basic Supply and Limited Use License Agreement

This Agreement is made and entered into as of _____ (“Effective Date”) by and between:

_____, having its registered office at

_____, (“Purchaser”); and

Format Verification Laboratory of Panasonic Corporation, having its registered office at 1-15 Matsuo-cho, Kadoma City, Osaka, 571-8504, Japan (“Seller”).

(Hereinafter, Purchaser and Seller are referred collectively as “Parties” and severally as a “Party”)

Purchaser and Seller hereby agree as follows:

Article 1: Purpose

1-1 Seller sells to Purchaser and Purchaser purchases from Seller test cards, test data and/or verifiers designated by Purchaser as set forth in “SD Memory Card CPRM Verification Tools Order Sheet” (hereinafter called “Order Sheet”) (hereinafter such test cards, test data and/or verifiers are collectively or individually referred to as “Test Tool”) and (ii) Seller grants a license to Purchaser for its use of the Test Tool.

1-2 Purchaser may internally use the Test Tool solely for testing and verifying compatibility of certain products (excluding SD memory card) which have been designed to conform to SD Association Specifications and CPRM Compliance Rules (hereinafter called “Purpose”).

Article 2: Sale/Purchase of the Test Tool

2-1 Purchaser may place an Order Sheet to Seller from time to time and such Order Sheet is deemed accepted by Seller when Seller and Purchaser agree upon in writing (i) due date for the payment of the price for the Test Tool (hereafter called “Price”), (ii) due date for the delivery of such Test Tool and (iii) destination to which such Test Tool is to be delivered. The Price shall include the consideration to the limited use license granted to Purchaser by Seller under Article 1-2.

2-2 Purchaser shall pay to Seller the Price in accordance with the Order Sheet.

2-3 The Price shall be paid net of any present or future tax, assessment, or government or bank charge. Purchaser shall gross up the Price, if necessary, so that after deducting or withholding any applicable tax, assessment or charge, Seller can receive the full amount of the Price which would have been received if no deduction or withholding had been required.

Article 3: No Other Right

3-1 Purchaser hereby acknowledges and agrees that Seller and/or the third party thereof retain all rights, titles and interest, including copyrights, in and to the Seller’s Test Tool and in no event shall the Purchaser obtain any of the rights, titles, or interest in and to the Seller’s Test Tool other than the right to internally use it for the Purpose as set forth in the Article.1-2

Article 4: Purchaser’s Use of the Test Tool

4-1 Purchaser hereby acknowledges and agrees that Purchaser shall not:

- (1) copy, amend, modify, change, decompile or reverse-engineer the Test Tool without prior written approval from Seller.
- (2) sell, lease, or transfer to any third party, or allow any third party to possess or keep the Test Tool without prior written approval from Seller.

(3) use the Test Tool for the purpose other than the Purpose.

Article 5: Need to Use the Test Tool

5-1 Purchaser hereby acknowledges and agrees that the use of the Test Tool shall be permitted by Purchaser's officers, directors and employees who have a need to use such Test Tool in order to accomplish the Purpose, provided, however, that Purchaser shall oblige them to observe the terms and conditions hereunder.

Article 6: 3C Agreement and 4C Agreement

6-1 Purchaser hereby warrants that, as of the Effective Date hereof, Purchaser has executed the SD Host/Ancillary Product License Agreement (hereinafter called "3C Agreement") with SD-3C, LLC and SD Card Association, that during the terms of this Agreement, Purchaser shall maintain the 3C Agreement effective and that Purchaser shall comply with all the terms and conditions in the 3C Agreement.

6-2 Purchaser hereby warrants that, as of the Effective Date hereof, Purchaser has executed 4C CPRM/CPM LICENSE AGREEMENT (hereinafter called "4C Agreement") with 4C Entity LLC, that during the terms of this Agreement, Purchaser shall maintain the 4C Agreement effective and that Purchaser shall comply with all the terms and conditions in the 4C Agreement.

Article 7: Confidentiality

7-1 Purchaser shall keep any information disclosed by Seller in connection with this Agreement and designated as "confidential" or "proprietary" at the time of disclosure or within thirty (30) days after disclosure (hereinafter called "CONFIDENTIAL INFORMATION") and shall not disclose or divulge any part of CONFIDENTIAL INFORMATION to any third party without prior written approval from Seller.

Provided that Purchaser may disclose the CONFIDENTIAL INFORMATION including Test Tool to the third party(ies) specified below other than Seller, if any, provided, however, that Purchaser shall oblige them to observe the terms and conditions hereunder.

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7-2 The foregoing obligations on the CONFIDENTIAL INFORMATION shall not apply to any information that a Purchaser can prove;

- (1) becomes or has become generally known to the public without Purchaser's breach hereof or unlawful act;
- (2) is or has been developed by Purchaser without having access to such information; or
- (3) is or has been disclosed to Purchaser by a third party that had obtained such information without such third party's unlawful act.

7-3 If the Purchaser is legally required to disclose the CONFIDENTIAL INFORMATION of Seller by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify Seller to that effect, in order to give Seller the opportunity to seek such protection for its CONFIDENTIAL INFORMATION as it deems appropriate. Such required disclosure shall not be construed as a breach of this Agreement.

7-4 Notwithstanding the foregoing, in the event CONFIDENTIAL INFORMATION contains "Confidential Information" set forth in the 3C Agreement, Purchaser shall treat any and all such Confidential Information in accordance with 3C Agreement.

In addition, in the event Confidential Information contains the "Confidential Information" set forth in the 4C Agreement, Purchaser shall treat any and all such Confidential Information in accordance with 4C Agreement.

Article 8: Disclaimer and Indemnification

8-1 All information and materials provided by Seller to Purchaser, including but not limited to the Test Tool, are provided "as is." Seller makes no representations or warranties, express, implied, statutory or otherwise, and expressly disclaim implied warranties on 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. Seller further disclaims any warranty that the use of the Test Tool will be free from defect, bug, inferior quality, and infringement of any third party's intellectual property rights or any other proprietary rights. Purchaser acknowledges that, unless expressly granted in this Agreement, no release or license under any patent or other intellectual property right is granted to Purchaser, either directly or by implication, estoppel or otherwise.

8-2 Purchaser shall indemnify, defend, and hold harmless Seller against any claim, loss, expense and damage associated with Purchaser's use of the Test Tool or Purchaser's breach of any terms and conditions hereunder.

Article 9: Update

9-1 Seller may provide to Purchaser minor release of the Test Tool containing new enhancements, functionality, or features, or bug fixes and error corrections at Seller's own discretion.

Article 10: Term and Termination

10-1 This Agreement shall become in effect for three (3) years from the Purchaser's purchase date of Test Tool and be renewed automatically for successive three (3) years under the same terms and conditions unless either party gives the other party written notice to terminate this Agreement at least thirty (30) days before the expiration of the original term or any extended term of this Agreement. Upon the termination of this Agreement, Purchaser shall return the Test Tool to Seller, if requested by Seller.

10-2 Notwithstanding any other articles herein, in the case of any breach of this Agreement, 3C Agreement or 4C Agreement or in the case of termination of 3C Agreement or 4C Agreement by Purchaser, Seller may cancel this Agreement immediately upon such breach or termination and Purchaser shall return the Test Tool to Seller. Further, Purchaser shall be liable to Seller for any and all direct and indirect damages incurred by Seller arising from such breach.

10-3 Articles 5, 7, 8, and 11 hereof shall survive the termination of this Agreement.

Article 11: Miscellaneous

11-1 This Agreement or any of rights, interest or obligations hereunder shall not be assigned, in whole or in part, by either party without the prior written approval of the other. Any assignment contrary to the terms hereof shall be null and void and of no force or effect. In the event Purchaser provides for its major shares to the third party, Purchaser shall give the prior written notice to Seller.

11-2 Purchaser shall comply with all laws, rules and regulations applicable to the export of the Test Tool and Purchaser shall not export or re-export such Test Tool without any applicable approval or license required under such laws, rules and regulations.

11-3 Neither the failure nor the delay of any Party to enforce any provision of this Agreement shall constitute a waiver of its rights under such provision to enforce each and every provision of this Agreement.

11-4 Any notice required by this Agreement to be sent by a Party to the other shall be given in writing:

To: Seller

Format Verification Laboratory of Panasonic Corporation

1-15 Matsuo-cho, Kadoma City, Osaka 571-8504, Japan

To: Purchaser

11-5 This Agreement may be amended, modified or supplemented only through agreement between Parties and by an instrument in writing, signed by duly authorized representatives of Parties.

11-6 This Agreement, its validity, its interpretation and performance shall be governed by the laws of Japan without giving effect to its conflict of law provisions, and all disputes between Parties arising out of or in connection with this Agreement (including any question regarding its validity or termination) shall be submitted exclusively to the competent courts of Osaka, Japan, unless amicably resolved by Parties. Parties hereby irrevocably waive any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including but not limited to, a default judgment) of any such court in relation to this Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

11-7 This Agreement sets forth the entire understanding and agreement between Parties as to the subject matter hereof and supersedes and replaces all prior arrangements, discussions and understandings as to the subject matter hereof between Parties. Neither Party shall be bound by any obligation, warranty, waiver, release nor representation except those expressly provided herein in connection with the subject matter hereof.

11-8 No Party shall be liable to the other Party for any delay or failure in the performance of its obligations under this Agreement if and to the extent such delay or failure in performance arises from any cause or causes beyond the reasonable control of the Party affected including, but not limited to, act of God; acts of governmental authorities, compliance with law, regulations or orders, fire, storm, flood or earthquake, war (declared or not), rebellion, revolution or riots, strike or lockouts.

11-9 Should any part of this Agreement be declared to be invalid, unenforceable, or void by any court of competent jurisdiction, Parties agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be reformed by such court without further action by the Parties hereto but only to the extent necessary to make such part or parts valid and enforceable.

IN WITNESS WHEREOF, Parties have executed this Agreement on the Effective Date.

Purchaser:

Seller:

Name:

Name:

Title:

Title: