

[Date]

[Manufacturer Address]

Dear _____:

Thank you for your company's interest in manufacturing CD/DVD discs bearing the DualDisc™ Logo, and congratulations on your sample discs' passing AudioDev's tests for compliance with the physical specification contained in the DualDisc™ License Book.

As you probably know, RIAA operates its DualDisc™ Logo licensing program as a service to promote consumer understanding and acceptance of CD/DVD discs and to allow record labels to communicate that their CD/DVD discs have the same basic qualities as similar discs sold by others. An important part of RIAA's DualDisc™ Logo licensing program is the requirement that CD/DVD discs bearing the DualDisc™ Logo be manufactured by manufacturers that have demonstrated that their discs comply with the DualDisc™ physical specification. To complete the process of becoming a certified manufacturer of CD/DVD discs bearing the DualDisc™ Logo, we ask your company to agree as follows:

1. Period of Certification. You acknowledge that your certification will run for a period of two years from the date of this letter, except as otherwise provided in this paragraph. If you wish to maintain your certification after that two year period, you must, during the last 90 days of that period, manufacture a run of CD/DVD discs and have it tested for compliance with the then-current DualDisc™ physical specification in accordance with the instructions provided at that time on the DualDisc™ licensing website (currently www.dualdisclicensing.org). If we receive a passing test report for your CD/DVD discs during the last 90 days of this two year period, your certification will be extended for an additional period of our then-standard duration if you agree to our then-current terms for certification. If we do not timely receive a passing test report or agreement to our terms, your certification will expire. In the event of a material change or revision in the physical specification contained in the DualDisc™ License Book, no more than once annually, RIAA also may, as a condition of your continuing certification, require that within 90 days you manufacture a run of CD/DVD discs and have it tested for compliance with the new physical specification. If we receive a passing test report during such 90 day period, your certification will continue for the remainder of its then-current term. If we do not timely receive a passing test report, your certification will terminate. In addition, RIAA may terminate your certification if (i) it discontinues its DualDisc™ Logo licensing program, or (ii) you materially breach this letter agreement and fail to cure the breach within 10 days after receiving written notice thereof from RIAA, or in the case of a breach consisting of your manufacture of CD/DVD discs bearing the DualDisc™ Logo that do not conform to the DualDisc™ physical specification, if you fail to remedy any problems in your manufacturing process and

demonstrate to RIAA's satisfaction your ability to manufacture CD/DVD discs that conform to the DualDisc™ physical specification within 30 days after receiving written notice thereof from RIAA. Upon the expiration or termination of your certification, you must immediately cease manufacturing CD/DVD discs bearing the DualDisc™ Logo, and we may remove your name from our list of certified manufacturers.

2. Contact Information. You agree to provide the contact information requested on the enclosed form and to update that information as necessary. Notices or other communications may be provided by RIAA by email or other means for which you have provided such contact information, to the last address or other contact information so provided. Notices or other communications sent by means of email shall be deemed given on the date sent.

3. List of Certified Manufacturers. You authorize us to include the name of your company and the contact information you provide in our list of certified manufacturers, which we may make available on the DualDisc™ licensing website or otherwise.

4. Verification of Customer License. Only record labels that have obtained, or are covered by an affiliate's, license to use the DualDisc™ Logo may use the DualDisc™ Logo on their CD/DVD discs. As a certified manufacturer, you agree to assist us in enforcing this requirement by asking each customer for which you propose to manufacture CD/DVD discs to provide you a copy of a current DualDisc™ Logo license identifying the label whose name will appear on the discs. You agree not to manufacture CD/DVD discs bearing the DualDisc™ Logo for, or provide such discs to, any person or entity that does not provide you a copy of such a license. You also agree to keep in your files for three years each such license you receive, as well as records concerning your production and shipments of CD/DVD discs bearing the DualDisc™ Logo; to permit our representatives to review those documents promptly upon request; and otherwise to cooperate with us in ensuring that CD/DVD discs bearing the DualDisc™ Logo are manufactured for, and distributed by, only current record label licensees.

5. Other Licensee Requirements. You should be aware that record label licensees are required to comply with all the requirements set forth in the DualDisc™ License Book, including content requirements and logo and style requirements. To the extent you have control over compliance with such requirements for the CD/DVD discs you manufacture (e.g., compliance with the physical specification contained in the DualDisc™ License Book and your selection of inks used to render the DualDisc™ Logo), you agree to comply. We also ask that you notify us if you become aware of noncompliance by record label licensees.

6. Your Use of the DualDisc™ Logo. Subject to the terms and conditions specified herein, RIAA grants you a nonexclusive license to use the DualDisc™ Logo and DualDisc™ word mark (the "DualDisc Marks") in the countries from time to time identified on the DualDisc licensing website as the "RIAA Territory" to advertise that you are a certified manufacturer of CD/DVD discs bearing the DualDisc™ Logo. You acknowledge that RIAA owns all right, title and interest in and to the DualDisc Marks

and agree that you will do nothing to challenge or undermine such ownership, including without limitation, applying to register the DualDisc Marks or any confusingly similar variations thereof as trademarks, service marks, domain names, or business names with any governmental agency, tribunal or other entity anywhere in the world, including, without limitation, the United States Patent and Trademark Office and/or any Internet registrars or other Internet service providers. You further acknowledges that nothing in this letter agreement shall convey to you any right, title or interest in or to the DualDisc Marks other than those limited rights to use the DualDisc Marks that are prescribed in this paragraph and the right to use the DualDisc™ Logo on CD/DVD discs conforming to the then-current DualDisc™ physical specification that you manufacture for record label licensees. You shall ensure that your use of the DualDisc Marks is, at all times, consistent and in compliance with the Logo and Style Requirements set forth in Part III of the DualDisc License Book, and on request, provide to RIAA evidence of such compliance, including a reasonable number of samples of CD/DVD discs that bear the DualDisc Marks and of any advertising of your status as a certified manufacturer of CD/DVD discs bearing the DualDisc™ Logo. In the event that RIAA finds that any such samples do not satisfy the requirements set forth herein, then you shall take all steps reasonably requested by RIAA to remedy such failure. In such instance, RIAA shall have the right to request additional evidence and/or samples until it determines that you have remedied the failure concerned. You shall not use (or allow others to use) the DualDisc Marks in combination with, or as part of, any so-called “composite marks.” You shall not use the DualDisc Marks in any manner that would, in the sole reasonable discretion of RIAA, dilute or tarnish the DualDisc Marks.

7. Changes to the DualDisc License Book. The current version of the DualDisc License Book is posted on the DualDisc licensing website. You acknowledge and agree that RIAA shall have the right, from time to time and in its sole discretion, to change or revise the DualDisc License Book without notice to you, by posting the revised DualDisc License Book on the DualDisc licensing website. However, no such changes or revisions will be applicable to you unless and until RIAA provides you with at least 90 days’ notice thereof, and any such changes so noticed by RIAA shall not affect (i) CD/DVD discs and advertising materials that have been printed, manufactured, produced, or disseminated via a digital transmission system prior to the expiration of the 90 day notice period, and (ii) subsequent production “runs” of substantially unchanged CD/DVD discs and advertising materials conforming to an earlier authorized version of the DualDisc License Book.

8. Third Party Intellectual Property. You acknowledge that CD/DVD discs may embody content that is protected by copyright, technology that is protected by patents, trademarks other than the DualDisc Marks, and possibly other forms of intellectual property or rights. Within the requirements of the DualDisc™ License Book, RIAA does not have knowledge of or control over the particular content or labeling of, or the particular technical approach employed by record label licensees and their manufacturers in CD/DVD discs. RIAA likewise does not have knowledge of or control over the licenses that record label licensees or their manufacturers may have with respect to such content, technology, trademarks or other intellectual property. RIAA has made no effort to determine, and makes no representation or warranty, that CD/DVD discs can be

manufactured, distributed, marketed or sold free from claims of infringement. As would be the case if you were manufacturing CD/DVD discs without the DualDisc Marks, RIAA shall have no responsibility for such matters. It is the responsibility of you and your record label customer to investigate whether any licenses are necessary for the manufacture, distribution, marketing and sale of CD/DVD Discs in the jurisdictions in which you and your customer engage in such activities. You represent and warrant that you have secured or will secure all rights and licenses necessary for your manufacture of CD/DVD discs bearing the DualDisc™ logo.

9. Indemnification. You agree to indemnify and hold harmless RIAA and its officers, directors, agents, employees, successors and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits, any damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of your manufacture of CD/DVD discs bearing the DualDisc™ logo; defects in the design, assembly, or manufacture thereof; and any breach by you of this letter agreement.

10. Miscellaneous. This letter agreement shall be governed by the laws of the State of New York (without giving effect to any conflict of law principles). The New York courts (state and federal), shall have sole jurisdiction of any controversies regarding this agreement. Any action or other proceeding which involves such a controversy shall be brought in those courts in New York County and not elsewhere. The parties waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts. This letter agreement contains our entire agreement with respect to the subject matter hereof, and no provisions of it may be changed or modified except by written instrument signed by both of us.

If your company agrees with the foregoing, please have this letter agreement countersigned by an authorized representative of your company and return it to me. If you have questions, please consult the DualDisc™ licensing website or feel free to contact me.

Sincerely,

Accepted and Agreed to:

[Manufacturer name]

By: _____
Name: _____
Title: _____
Date: _____

