

TERMS AND CONDITIONS

By accepting the BCA Record ID offered by DVD Format/Logo Licensing Corporation ("DVD FLLC"), the Applicant acknowledges and agrees to the following terms and conditions.

1. These Terms and Conditions constitute the conditions on which DVD FLLC will provide the Applicant with a BCA Record ID. These Terms and Conditions supersede any other statements or representations by DVD FLLC regarding the BCA Record ID or use of the BCA Record ID, whether such statements or representations were made orally or in writing.

2. The BCA Record ID provided to the Applicant by DVD FLLC has not been and will not be provided by DVD FLLC to any other entity. Nothing herein, however, shall be construed as a representation or warranty by DVD FLLC that the BCA Record ID provided to the Applicant by DVD FLLC is unique, constitutes the exclusive property of the Applicant, or is not being used by any other entity.

3. DVD FLLC reserves the right to invalidate the allocation of the BCA Record ID provided to the Applicant when such invalidation is necessary in the sole judgment of DVD FLLC.

4. Nothing herein shall be construed as conveying to the Applicant any patent, trademark, copyright, or other intellectual or industrial property right owned or controlled by DVD FLLC or any other entity, whether such right relates to the BCA Record ID, the DVD format, or otherwise.

5. The Applicant assumes responsibility for, shall bear the expense of, and shall hold DVD FLLC completely harmless with respect to, any liability, losses, suits, claims, damages, costs or expenses arising out of, resulting from, or relating to the Applicant's use of the BCA Record ID.

6. DVD FLLC SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR ANY MATTERS RELATED HERETO, INCLUDING BUT NOT

LIMITED TO ANY BREACH OF ANY DUTY OR OBLIGATION THAT IT OWES OR MAY OWE TO THE APPLICANT IN CONNECTION WITH THE BCA RECORD ID. IN NO EVENT SHALL DVD FLLC BE LIABLE TO THE APPLICANT OR TO ANY OTHER PARTY, UNDER ANY THEORY OR CAUSE OF LIABILITY, FOR ANY ADDITIONAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXTRAORDINARY DAMAGES. THE PROVISIONS OF THIS SECTION 6 ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS AND CONDITIONS AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THESE TERMS AND CONDITIONS.

7. The BCA Record ID provided to the Applicant by DVD FLLC may not be conveyed or assigned by the Applicant, nor shall the Applicant allow any other entity or person to use the BCA Record ID, without the prior written consent of DVD FLLC, and then only upon such terms and conditions as DVD FLLC shall specify.

8. Nothing herein shall be construed to require DVD FLLC to provide the Applicant with any know-how, data, or technical information of any kind with respect to the BCA Record ID, the DVD format, or otherwise.

9. DVD FLLC makes no representation or warranty that the BCA Record ID, or use of the BCA Record ID, does not infringe any intellectual or industrial property rights of any entity.

10. EXCEPT AS SET FORTH HEREIN, DVD FLLC HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE BCA RECORD ID OR THE APPLICANT'S USE OF THE BCA RECORD ID.

11. The rights and obligations of DVD FLLC and the Applicant as to each other, including any rights or obligations conferred by these Terms and Conditions, and any other matters with respect to the BCA Record ID, Applicant's use of the BCA Record

ID, and any matters appurtenant thereto, shall be determined in accordance with the laws of the State of New York, U.S.A., without reference to principles of conflicts of laws thereof. The parties hereby unconditionally and irrevocably agree that the courts of the State of New York located in New York City shall have exclusive jurisdiction of any dispute between DVD FLLC and the Applicant with respect to any matter relating to these Terms and Conditions, the BCA Record ID, Applicant's use of the BCA Record ID and any matters appurtenant hereto or thereto.

12. If any portion of these Terms and Conditions is determined to be unlawful or unenforceable, then that portion of the Terms and Conditions shall be severed from the remainder, and the remainder shall continue to be enforceable as between DVD FLLC and the Applicant.

13. These Terms and Conditions may be amended or modified only by a written instrument executed by DVD FLLC and the Applicant.