

# HDMI ATC Testing Service Agreement V.1.3

## Parties:

ATC Sony Group Corporation  
Address 1-7 Konan 1-chome, Minato-ku, Tokyo 108-0075, Japan

Adopter **ABC Corporation**  
Address **12345 XXXXXX Ku Street, Taipei, Taiwan, 12345, R.O.C**

This Agreement (the "Agreement"), made and entered into as of MM/DD/YYYY (the "Effective Date") by and between **Sony Group Corporation** ("ATC") and the Adopter as set forth above. ATC and Adopter hereby agree to the following terms and conditions with respect to the services provided by the ATC.

## W I T N E S S E I H:

Whereas, ATC is willing to perform ATC Testing for Adopter's DUT as specified in a Work Order ("**A-DUT**") for Adopter; and, Whereas, Adopter is willing to place an order for the ATC Testing for A-DUT. NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, Adopter and ATC agree as follows:

### 1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the respective same meanings as defined in the latest version of "High-Definition Multimedia Interface Specification Revision 1.0 Adopter Agreement" ("**Adopter Agreement**"), and the latest version of "HDMI Compliance Testing Policies and Procedures" ("**Procedures**"),

"**Confidential Information**" shall mean any information disclosed by a party to the other party in connection with this Agreement and designated as "confidential" or "proprietary" in writing at the time of disclosure or within thirty (30) days after disclosure.

"**Study Period**" shall have the meaning as set forth in Section 2.2.

"**Test Commencement Date**" means the date stated in the Work Order when ATC commences ATC Testing for A-DUT pursuant to this Agreement.

"**Test Fee**" shall have the meaning as set forth in Section 3.1. For the avoidance of doubt, Test Fee shall be the amount ATC actually receives after all necessary tax, bank charges and other costs for the payment of Test Fee are deducted. Test Fee shall not include any fee for any additional ATC Testing for A-DUT or any modification thereof.

"**Work Order(s)**" shall mean each order for ATC Testing issued by Adopter in accordance with the provisions of this Agreement. Regardless of any other provision in this Agreement, the Work Order may be issued by way of e-mail addressing to and from the authorized representative of the parties attached by a pdf file of such work order (without wet or electronic signature).

### 2. ATC TESTING

2.1 Adopter hereby acknowledges and agrees that ATC Testing shall proceed and be performed by ATC pursuant to (i) this Agreement and the relevant Work Order accepted by ATC pursuant to Section 2.2, (ii) Adopter Agreement, (iii) Procedures, (iv) the latest version of Specification, and (v) any procedural instructions to be furnished in writing by ATC to Adopter from time to time.

2.2 Adopter may from time to time issue to ATC Work Orders for ATC Testing to be performed by ATC for A-DUT in accordance with this Agreement. Work Orders shall be substantially in a form separately provided by ATC to Adopter from time to time. Within three weeks after the date of receipt by ATC of each Work Order ("Study Period"), ATC shall notify Adopter as to whether it accepts or rejects such Work Order. ATC shall have the right to extend the Study Period for a week or more by notifying Adopter of such extension by the end of the original Study Period. In the event that ATC does not notify Adopter of its intention within the Study Period, such Work Order shall be deemed to be rejected by ATC. The terms and conditions of the Work Orders so

accepted by ATC hereunder shall bind the parties hereto.

2.3 In the event that any Work Order, acceptance or other form or document are used in connection with the order and/or acceptance of the ATC Testing, then the terms of such form or documents are governed by the provisions of this Agreement and any terms which are inconsistent with, different from or in addition to the provisions of this Agreement shall be null and void and shall have no force and effect whatsoever.

2.4 ATC shall have the right to have directly or through multiple tiers of subcontractors any part of ATC Testing performed by a subcontractor for ATC; provided that such subcontractor shall be bound by obligations similar to those which ATC is bound by under this Agreement.

### 3. TEST FEE AND PAYMENTS

3.1 In full and complete consideration for each ATC Testing rendered by ATC, Adopter agrees to pay to ATC the amount specified in the relevant Work Order (the "Test Fee"). Adopter shall pay such amount to ATC by the payment due date as specified in the Work Order, by making telegraphic transfer remittance to the bank account separately designated by ATC.

3.2 Test Fee shall be paid net of any present or future tax, assessment, or government or bank charge. Adopter shall gross up Test Fee, if necessary, so that after deducting or withholding any applicable tax, assessment or charge, ATC can receive full amount of Test Fee which would have been received if no deduction or withholding had been required.

3.3 Without prejudice to any other rights and remedies ATC may have under any applicable law and/or this Agreement, in the event of late payment by Adopter, ATC shall be entitled to interest on the amount owing at a rate of 0.5% per month or the highest rate allowed by applicable law, whichever is less, compounded on a daily basis from the due date of payment until the date of actual payment.

3.4 Adopter's failure to pay any fees due in accordance with the terms of this Agreement shall be deemed a material breach of this Agreement and ATC, without prejudice to any other rights and remedies ATC may have under any applicable law and/or this Agreement including its right to terminate this Agreement, reserves the right to immediately stop providing any or all of the services including the ATC Testing under this Agreement during such period when the applicable Test Fees remain outstanding.

#### 4. DISCLAIMER

The result of ATC Testing, all information and materials provided by ATC to Adopter hereunder are provided "AS IS." ATC makes no representations or warranties, express, implied, statutory or otherwise, and expressly disclaims any warranties, including but not limited to any warranties that may relate to merchantability or fitness for a particular purpose or any equivalents under the laws of any jurisdiction that might arise from any activities or information disclosures relating to this Agreement. ATC further disclaims any warranty that the result of ATC Testing, all information and materials provided by ATC to Adopter hereunder and its performance of ATC Testing will be free from any defect, inferior quality, and infringement of any third party's intellectual property rights or any other proprietary rights. Adopter acknowledges that, unless expressly granted in this Agreement, no release or license under any patent or other intellectual property right is granted to Adopter, either directly or by implication, estoppel or otherwise.

#### 5. LIMITATION OF LIABILITY

5.1 ATC shall not be liable to Adopter for any indirect, incidental, consequential, special or punitive damages whatsoever (including, without limitation, damages for loss of business or personal profits, business interruption, or any other pecuniary loss) arising out of any cause of action relating to this Agreement, or arising out of Adopter's development, manufacture, having manufactured, use, offering for sale, sale, import, export or disposal of A-DUT, any modifications thereof or any other products that may have been once tested by ATC in any process contemplated hereunder under a theory of contract, tort, indemnity, product liability or otherwise, even if ATC has been advised of the possibility of such damages.

5.2 Under no circumstances shall ATC's aggregate liability to Adopter in connection with this Agreement, whether in contract, tort, or otherwise, exceed the aggregate amount of the Test Fees actually paid to ATC by Adopter under this Agreement during the preceding one (1)-year period.

#### 6. CONFIDENTIALITY

6.1 Each party shall keep Confidential Information received from the other party in confidential and shall not disclose or divulge any part of such Confidential Information to any third party without prior written approval from the other party. Each party shall not use any Confidential Information received from the other party for any purpose other than the exercise and performance of such receiving party's rights and obligations under this Agreement.

6.2 The foregoing obligations on the Confidential Information shall not apply to any information that a party can prove;

(i) becomes or has become generally known to the public without such party's breach hereof or unlawful act;

(ii) is or has been developed by such party without having access to such information; or

(iii) is or has been disclosed to such party by a third party that had obtained such information without such third party's unlawful act.

6.3 Notwithstanding the provisions in this Section 6, ATC may disclose Adopter's Confidential Information to Agent who is obligated to maintain such information confidential.

#### 7. TERM

7.1 This Agreement shall become effective as of the Effective Date first above written and unless earlier terminated as provided herein, shall continue in full force and effect for one (1) year from the Effective Date, and thereafter shall be automatically extended for successive periods of one (1) year each, unless either party shall have otherwise notified to the other party in writing at least one (1) month prior to the expiry of this Agreement or any extension thereof.

7.2 Each Work Order shall become effective when it is accepted by ATC pursuant to Section 2.2 and unless earlier terminated as provided herein, shall continue in full force and effect until the date of provision of the result of the ATC Testing to Adopter or the date of full payment of the Test Fee for such ATC Testing, whichever comes later.

#### 8. TERMINATION

8.1 Either party shall have the right to terminate this Agreement and/or the relevant Work Order (i) upon at least thirty (30) days' prior written notice to the other party in the event that the other party has breached a material provision of this Agreement and has not cured such breach during said thirty (30) day period, or (ii) immediately if the other is adjudicated a bankrupt; makes an assignment for the benefit of creditors; takes advantage of any insolvency act; or is the subject of a case for its liquidation or reorganization under any law. Termination by either party hereunder shall not affect the remedies that the other party may have under this Agreement and/or any applicable law.

8.2 Upon termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that the provisions of Sections 2.3, 2.4, 3.3, 3.4, 4, 5, 6, 7, 9 and 11 shall survive termination of this Agreement. Neither party will be liable to the others for damages of any sort as a result of termination of this Agreement and/or each Work Order. Termination of this Agreement and/or each Work Order will be without prejudice to any other right or remedy of either party.

#### 9. TRADEMARKS AND PUBLICITY

Notwithstanding any other provisions of this Agreement, neither party hereto shall have the right to use the trademarks, trade names or product names of the other party (including those of their subsidiaries) or to refer to this Agreement or the services performed hereunder directly or indirectly in connection with any product, promotion or publication without prior written approval of the other party.

#### 10. RIGHT TO DEVELOP INDEPENDENTLY

Subject to the obligations expressly provided herein, nothing in this Agreement will impair either party's right to acquire, license, develop, manufacture or distribute for itself, or have others develop, manufacture or distribute for it, similar technology performing the same or similar functions as the technology contemplated by this Agreement, or to market and distribute such similar technology.

#### 11. GENERAL

11.1 Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement due to cause(s) which are beyond control of and without the fault or negligence of such party, including but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, or dispute, and governmental action; provided that the delayed party: (i) gives the other party written notice of such cause promptly, and in any event within fifteen (15) days of discovery thereof, and (ii) uses its reasonable efforts to correct such failure or delay in its performance. However, if such cause(s) continue for thirty (30) days, either party may terminate this Agreement and/or each Work Order without incurring any obligation and/or liability to the other party by giving a written notice to the other party.

11.2 Assignment. Each party shall not, directly or indirectly, assign, transfer, divide, share or sublicense any or all of its performance, rights or obligations under this Agreement to any third party without the other party's prior written consent. The rights and liabilities of one party hereto shall bind and inure to the benefit of such party's assigns. Any attempted assignment in violation of the provisions of this Section 11.2 shall be void.

11.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Japan.

11.4 Jurisdiction and Venue. All controversies and disputes arising out of or relating to this Agreement shall be submitted to the Tokyo District Court in Japan with jurisdiction as the court of first instance. The parties hereto agree that the judgment, decree or order rendered by a court of last resort or a court of lower jurisdiction from which no appeal has been taken in Japan shall be final and binding upon both parties.

11.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

11.6 Notices. All notices required or permitted under this Agreement, except notices relating to the Work Order, shall be in writing. All notices required or permitted under this Agreement shall reference this Agreement and shall be deemed given when: (i) delivered personally; (ii) sent by facsimile; (iii) five (5) days past after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) one (1) day past after deposit with a commercial overnight carrier with written verification of receipt; or (v) delivered by e-mail. All communications shall be sent to the addresses set forth in the first written above or to such other address as may be designated by a party giving written notice or

e-mail basis notification to the other party pursuant to this Section 11.6.

11.7 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

11.9 Section Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

11.10 Complete Agreement. This Agreement, including all Work Orders issued by Adopter and accepted by ATC pursuant to Section 2.2, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

This document may be executed by the parties hereto through manually signing on it or through electronically signing on a file of this document created electronically, and each party will keep a copy of manually signed document or the signed electronic file. When electronic signature is used, the electronic file with the electronic signature shall be deemed as the original.

For ATC: Sony Group Corporation

For Adopter: ABC Corporation

By: Sony's Signature

By: Your Signature

Name: Shigenobu Fukuda  
Title: Authorized Testing Center Manager  
Division: Corporate Technology Strategy Division  
Operation Promotion Sec

Name: Your Name  
Title: Your Title  
Division: xxx Div, xxx Dep