

Order form BD Test discs



Company name:
Address:
Country:
Contact person:
Tel:
Fax:
E-mail:

To obtain the indicated products forward the order-form to:
 Global Sales Order Desk,
 Moser Baer India Ltd
 66, Udyog Vihar,
 Greater Noida.
 G.B. Nagar 201305, India.
 Email: orderdesk.gn@moserbaer.net
 Website: www.om-t.net
 and make the indicated arrangements for the payment.

- Payments shall be made in advance.
- All amounts are in Euro (€).
- Only fully completed order forms will be accepted.

Product code	Quantity	Item description	Price €	Amount €
3122 783 0417 1		BD STD 100P Test Disc	500	
3122 783 0419 1		BD GEM 200 V1.01 Test Disc	1000	
3122 783 0418 1		BD JTD 200 V1.01 Test Disc	1000	
—	—	Handling Fee	20	20

Prices are subject to changes without notice
 No changes, refunds or returns accepted

Shipping Costs	Only UPS#
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Tax	VAT#
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Subtotal 1		€
Subtotal 2		€
Total		€

Payment method	<input type="checkbox"/> Bank Transfer	<input type="checkbox"/>
		Philips dept

Attached:	<input type="checkbox"/> BD Test Tools Delivery Agreement)
My Company is:	<input type="checkbox"/> licensed under a BD Information Agreement <input type="checkbox"/> licensed under a BD Format and Logo License Agreement <input type="checkbox"/> licensed under a BD Content Participant Agreement <input type="checkbox"/> a General Member or a Contributor Member of the BDA <input type="checkbox"/> explicitly authorized by the BDA to obtain BD Test Tools.

23/11/10-3122 783 0420 1
OM&T



General

To serve you in a better way, please provide the following information:

My company manufactures

Players

Discs

My company is in Publishing / Software development

Other: _____



How to fill out this order form

Step 1: Address

Fill out the address (please print). This address will be the shipping address. The Tel/fax number or E-mail address will be used to contact you if necessary.

Step 2: Order lines

Fill out the amount of products you wish to order and calculate the amount.

Step 3: Subtotal 1

Calculate subtotal 1 (amount).

Step 4: Shipping costs

Please add your UPS #. (If this UPS reference is provided you accept the charge of shipping costs directly from UPS. In this case Subtotal1 = Subtotal 2 and proceed with step 5.)

If you do not provide your UPS #, shipping costs will be added. In such case please be advised that all packages will be sent by registered UPS courier.

Shipping costs Destination:		
EEC	USA/Mex./ Canada	Other destinations
€ 50	€ 70	€ 80

Step 5 calculate VAT

Unless a valid VAT# is provided, VAT (6% of subtotal 2) must be charged on all orders inside the European Economic Community (EEC).

Residents of the Netherlands must add 6%. Residents outside EEC do not have to pay VAT.

Our VAT # NL 002065538B87.

NOTE:

- The Blu-ray Test Disc Order form has to be completed and send in full to the address mentioned below.
- An invoice will be sent after receipt of completed form.

For further information, please contact:
Global Sales Order Desk,
Moser Baer India Ltd
66, Udyog Vihar,
Greater Noida.
G.B. Nagar 201305, India.
Email: orderdesk.gn@moserbaer.net
Website: www.om-t.net

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The data provided in this information sheet are merely for information purposes. No right, license or privilege can be



BD Test Tools Delivery Agreement (1/5)

Philips International B.V., having its registered office at Eindhoven, The Netherlands, acting through its Intellectual Property & Standards Department (hereinafter referred to as "Philips") of the one part

and

[(Company name)], having its registered office in [(city)],
[(country)], (hereinafter referred to as "Company") of the other part

WHEREAS, Company is interested in obtaining from Philips BD Test Tools (as hereinafter defined);

WHEREAS, Philips is willing to provide Company with BD Test Tools as well as any other documents, information and data, which shall include any derivative there from, improvement thereon or translation, abridgement, adaptation or other change thereof for use by Company for Authorized Purpose (as hereinafter defined).

Article 1. Definitions

Capitalized terms shall have the respective meanings ascribed thereto below, or if not defined herein, shall refer to the definition under the BDA Bylaws:

"Authorized Purpose" shall mean to test and verify by Company, its Associated Company or its subcontractor the compliance with any BD Format Specifications of:

- (i) Company's Blu-ray Disc Products; and/or
- (ii) any Blu-ray Disc Product for Company's internal purposes, without disclosure of Confidential Information (as hereinafter defined) to third parties other than those to which Company is permitted to disclose Confidential Information hereunder, and/or
- (iii) any Blu-ray Disc Product within the scope of activities organized by the BDA, with disclosure of the Confidential Information to the manufacturer(s) of the Blu-ray Disc Product(s) that is/are the subject of the test, or as otherwise permitted herein.

"Associated Company" shall mean any legal entity (i) owned or controlled by a Party, (ii) owning or controlling a Party or (iii) owned or controlled by a legal entity owning or controlling a Party. For the purpose of this definition, a legal entity shall be deemed to own and/or control another legal entity if more than fifty percent (50%), or the maximum amount allowed by law if less than or equal to fifty percent (50%), of the voting stock of the latter legal entity (or if there is no such stock, more than fifty percent (50%), or the maximum amount allowed by law if less than or equal to fifty percent (50%) of the ownership of or control in the latter legal entity) is held, directly or indirectly, by the owning and/or controlling legal entity.

"BDA" shall mean Blu-ray Disc Association. Further identification and information on the BDA are available at <http://www.blu-raydisc.com/>.



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“**BDA Bylaws**” shall mean the Amended & Restated Bylaws of Blu-ray Disc Association, the latest version of which is available at <http://www.blu-raydisc.com/>.

“**BD Format Specifications**” shall mean a complete specification (i) which comprises specifications for the physical format, file systems and audiovisual functionalities (Parts 1, 2 and 3), (ii) which is available through a license program prepared by the BDA and (iii) with which compliance of Blu-ray Disc Products is to be tested and verified by BD Test Tools.

“**BD Test Tools**” shall mean test discs and verifier software officially designated by BDA as official test tools to test the compliance of Blu-ray Disc Products with BD Format Specifications. BD Test Tools are listed in each Test Specification to which such BD Test Tools are applicable.

“**Confidential Information**” shall mean any information that is either marked “confidential” or “proprietary” when disclosed in written form, or indicated as “confidential” or “proprietary” when disclosed orally and confirmed in writing within thirty (30) calendar days after such disclosure. Notwithstanding the foregoing, Test Results and Amended Test Results (as hereinafter defined) generated from the activities under either Authorized Purpose (ii) or (iii) as described above shall always be deemed Confidential Information.

“**Party**” shall mean a party agreeing to and being bound by these terms and conditions hereunder.

“**Test Results**” shall mean any test results generated by utilizing BD Test Tools.

“**Test Specifications**” shall mean test specifications for compliance with BD Format Specifications which are available through a license program prepared by the BDA.

Article 2. Confidentiality

2.1 Subject to Clause 2.3 hereunder, the receiving Party shall:

- (a) not use Confidential Information disclosed by the disclosing Party for any purpose other than the Authorized Purpose; and
- (b) not disclose any Confidential Information disclosed by the disclosing Party to any third party and shall protect such Confidential Information against any unauthorised disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own; and
- (c) not alter, decompile, disassemble, attempt to decipher or otherwise reverse engineer any software or any part thereof, nor allow others to do so.

By way of exception to the provisions of the preceding paragraph, each Party may disclose Confidential Information to those of its Associated Companies and its subcontractors who



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have a strict need to know in connection with the Authorised Purpose; provided that each such Associated Company and subcontractor shall similarly be bound by and comply with the obligations concerning confidentiality as set out in this Agreement. Any breach by any Associated Company or subcontractor of either Party of such obligation pursuant to this Agreement shall be deemed a breach of that Party.

2.2 The confidentiality obligations under this Agreement shall not apply to that Confidential Information of which the receiving Party can demonstrate, to the satisfaction of the disclosing Party that such Confidential Information:

- (a) was known and on record with the receiving Party prior to the disclosure by the disclosing Party;
- (b) is or becomes a part of the public domain without violation of this Agreement;
- (c) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law by such third party;
- (d) is developed by the receiving Party independent of any disclosure by the disclosing Party under this Agreement,

save that the foregoing shall not prevent the receiving Party from complying with an order of an competent court or administrative authority in a judicial or administrative action; provided that such receiving Party shall use commercially reasonable efforts to maintain the confidentiality of the Confidential Information (e.g. by asserting in such action any applicable privileges), and shall, immediately after gaining knowledge or receiving notice of such action, notify the disclosing Party thereof and give such disclosing Party the opportunity to seek any legal remedies so as to maintain the confidentiality thereof.

2.3 Notwithstanding the foregoing, Company may disclose Test Results to the manufacturer(s) of the Blu-ray Disc Product(s) that is/are the subject of the test and after such disclosure to such manufacturer (i) Test Results to License Officer of the BDA or to Enforcement Officer of the BDA or (ii) Amended Test Results (being Test Result excluding any identity name of the manufacturer and any model number of the Blu-ray Disc Product from which such Test Results are derived) simultaneously to the Secretary of the BDA and to the BD compliance and BD Test Tools related Task Forces or Committees in which Company participates and which reasonably require such information; provided, however, that Company shall designate such Test Results and Amended Test Results as confidential.

Article 3. Disclaimer and Indemnification

All Confidential Information disclosed hereunder is provided on an “AS IS” basis, without any warranty whatsoever, express or implied or otherwise, regarding its accuracy, completeness, performance, fitness of the Confidential Information for a particular purpose, non-infringement of



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third party rights, or otherwise. The disclosing Party shall not be liable for any direct, special, incidental, consequential or other damages as may result from the use of Confidential Information by the receiving Party.

Article 4. Representations and Warranties

Company hereby represents and warrants that it:

- a) is licensed under an Information Agreement and/or a Format and Logo License Agreement and/or a Content Participant Agreement,
- b) is a General Member or a Contributor Member of the BDA, or
- c) is explicitly authorized by the BDA to obtain BD Test Tools.

Article 5. Term and Termination

5.1 This Agreement shall become effective on the Effective Date. Each Party may terminate this Agreement by sending a 30 day prior written termination-notice to the other Party.

5.2 Notwithstanding the foregoing provision, in the event that the other Party fails to perform any obligation under this Agreement and such failure is not remedied within 30 days after receipt of a notice specifying the nature of such failure and requiring it to be remedied each Party may terminate this Agreement at any time by means of a written notice to the other Party. 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. Any such termination shall not affect any obligations under this Agreement accrued prior to such termination.

5.3 In the event of termination or expiration, each receiving Party shall immediately return or at the discretion of disclosing Party, destroy, with a written representation of such destruction by receiving Party to disclosing Party, all Confidential Information received from the disclosing Party and shall not retain any copies, or extracts of any such material unless otherwise requested by the disclosing Party.

5.4 Article 1, 2, 3 and this 5.4 shall survive the termination or expiration of this Agreement.

Article 6: Applicable law

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.



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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PHILIPS BE LIABLE TO COMPANY, ITS EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS OR ANY THIRD PARTY FOR ANY DIRECT, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE INFORMATION OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

READ and AGREED

Date:

Signature:

Name:

Title:

Company:

This BD Test Tool Delivery Agreement has been completed and returned to Philips in combination with a request to deliver the following product(s) (Please tick one or more of the following items).

- BD STD 100P Test Disc
- BD GEM 200 V1.01 Test Disc
- BD JTD 200 V1.01 Test Disc

