

TRADEMARK AND STANDARDIZATION AGREEMENT  
DOLBY SURROUND SOUNDTRACKS  
IN CONSUMER DELIVERY FORMATS AND BROADCASTS

AN AGREEMENT BY AND BETWEEN

**Dolby Laboratories Licensing Corporation**

and

**Licensee Company Name**

(hereinafter "Licensor")

(hereinafter "Licensee")

of 100 Potrero Avenue

Address1

San Francisco, CA 94103-4813

Address2

United States of America

Address3

telephone: (415) 558-0200

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IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, whereupon, it enters into full force and effect as of the date below.

On behalf of LicensorOn behalf of Licensee

Signature: . . . . .

Signature: . . . . .

Name: . . . . .

Name: . . . . .

Title: . . . . .

Title: . . . . .

Place . . . . .

Place . . . . .

Date . . . . .

Date . . . . .

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## ATTACHMENTS

Appendix A: Trademark Usage Notes, "Dolby Surround Trademark Placement."

## INTRODUCTION

Licensors have developed certain multichannel audio coding technology useful in the manufacture, distribution and playback of the audio portion of various audio / video distribution formats and broadcasts (soundtracks).

Licensee wishes to commercialize soundtracks encoded with Licensors' coding technology.

Licensors' trademarks have acquired valuable goodwill and a reputation for high quality.

Licensee believes that sales of its encoded soundtracks will be enhanced if marked with Licensors' trademarks in conjunction with appropriate generic terms (system designators).

Licensee wishes to distinguish its encoded soundtracks by marking them with Licensors' trademarks and appropriate system designators.

Standardizing production and identification of encoded soundtracks is in the interests of the parties hereto, other manufacturers of encoded soundtracks, manufacturers of decoding playback equipment, the audio / video industry in general, and the consumer.

Licensors are willing to license its trademarks to be used for this purpose subject to the Licensee meeting Licensors' quality requirements and other usage conditions.

For and in consideration of the covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

### 1. Definitions.

- 1.1. "Licensors" shall mean Dolby Laboratories Licensing Corporation, a corporation of the State of New York, having a place of business as indicated on the title page of this Agreement, and its successors and assigns.
- 1.2. "Licensee" shall mean the party identified on the title page of this Agreement, together with its subsidiaries, the ordinary voting shares of which are more than 50% owned and directly controlled by it, for as long as such control exists.
- 1.3. "Licensed Soundtrack" shall mean program material, embodied in a consumer format or broadcast, the stereo audio portion of which :
  - 1.3.1. has been created with a Licensors-approved Dolby Surround encoding process; and
  - 1.3.2. has been evaluated in a Licensors-approved Dolby Surround monitoring facility, and
  - 1.3.3. demonstrates sufficient technical capability and artistic skill.
- 1.4. "Licensed Trademarks" shall mean:
  - 1.4.1. the word, "DOLBY," and
  - 1.4.2. the Double-D symbol, "M," and
  - 1.4.3. the symbol, "4."
- 1.5. "System Designator" shall mean the word "Surround."

### 2. Grant.

- 2.1. Licensors grants to Licensee a worldwide, nontransferable, royalty-free license to use the Licensed Trademarks in combination with the System Designator in the manufacture and commercialization of Licensed Soundtracks, subject to the terms and conditions of this Agreement.

- 2.2. This Agreement covers the use of Licensed Trademarks by the Licensee only. All third party producers, broadcasters, distributors, or others dealing with Licensee's Licensed Soundtracks and desiring to use the Licensed Trademarks, shall be required hereunder to obtain a separate license for such use from Licensor.

3. Terms and Conditions.

- 3.1. Quality Assurance. The technical quality of Licensed Soundtracks shall be commensurate with or higher than that prevailing within the industry.
- 3.1.1. Upon Licensor's request, and at times and places Licensor may reasonably require, Licensee shall provide to Licensor an evaluation copy of a Licensed Soundtrack for assessment of technical quality.
- 3.1.2. If, in Licensor's judgment, such quality is inferior or endangers the goodwill or reputation of the Licensed Trademarks, then Licensor may require Licensee to immediately cease the use of the Licensed Trademarks until such time as Licensee improves such quality to the satisfaction of Licensor.
- 3.1.3. Licensee agrees to commercialize Licensed Soundtracks in accordance with the technical standards, specifications, quality standards and advice from time to time supplied by the Licensor. Accordingly, Licensor agrees to supply Licensee such technical information or advice as the latter shall reasonably require in the manufacture of Licensed Soundtracks.
- 3.2. Trademark Usage. Licensee acknowledges Licensor's ownership of the Licensed Trademarks and agrees not to use them in any way (or otherwise to take any action) which might endanger the Licensor's rights in or ownership thereof. Licensee agrees to provide appropriate markings to indicate that the Licensed Trademarks have been registered and/or that they are the property of the Licensor, and agrees to adhere to the attached Trademark Usage Notes describing appropriate markings (attached hereto as Appendix A). In addition:
- 3.2.1. Licensee shall use the Licensed Trademarks only in connection with a Licensed Soundtrack which is manufactured, used and sold with consent of its copyright owner(s).
- 3.2.2. Licensee shall not use any mark, term or device confusingly similar to the Licensed Trademarks.
- 3.2.3. Licensee shall not use any mark, term or device similar to the Licensed Trademarks in connection with the manufacture or commercialization of soundtracks other than Licensed Soundtracks without the prior consent of Licensor.
- 3.2.4. Licensee shall not use the Licensed Trademarks in direct combination with any tradenames or trademarks other than those owned or controlled by Licensee or Licensee's artists.
- 3.3. System Designator Usage. Licensee shall use the System Designator only in association with consumer formats or broadcasts which include at least one Licensed Soundtrack.
- 3.4. Accounting. In order to facilitate Licensor's registration of Licensee as a user of the Licensed Trademarks throughout the world, Licensee shall, upon execution of this Agreement and upon request of Licensor thereafter, promptly inform Licensor (a) of the countries in which Licensee's Licensed Soundtracks have been manufactured or commercialized, (b) the name of the selling or distributing entity in each country, and (c) the "labels" and/or trademarks under which the product is sold or distributed in such country.

4. Term & Termination.

- 4.1. The term of the Agreement shall be five years from its effective date.
- 4.2. Thereafter, this Agreement shall automatically continue for additional consecutive five year periods unless and until terminated by either party.
- 4.3. Either party hereto may terminate this Agreement by providing the other with six months notice.
- 4.4. The parties hereto recognize that future developments (technical or otherwise) in the consumer recording and broadcast industries might necessitate changes to this Agreement, and each hereby agrees to negotiate in good faith with respect to any such revision as the other may suggest in view of such developments.

5. Representations and Warranties.

- 5.1. Licensors makes no representation or warranty regarding the scope, enforceability, validity or non-infringement of the Licensed Trademarks.
- 5.2. Licensors shall have no obligation hereunder with respect to the maintenance or prosecution of the License Trademarks.
- 5.3. Licensors shall for no purpose be deemed to have represented, warranted, covenanted or agreed to defend Licensee against actions or suits of any nature brought by third parties.
- 5.4. Licensors shall have no liability for any loss and damage, whether or not foreseeable, resulting from Licensee exercising its rights under this Agreement. Licensors shall not be liable for any consequential, incidental, special, or indirect damages arising out of this Agreement.
- 5.5. LICENSOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY LICENSOR AND EXCLUDED.
- 5.6. Licensee agrees to indemnify, and hold Licensors harmless from and against any claim, loss or damage, and any other expense incurred in investigation and defense, arising out of Licensee's use of the Licensed Trademarks, or out of any allegedly unauthorized use of any intellectual property or product (excepting Licensed Trademarks) by Licensee or those acting under its apparent or actual authority.

6. General.

- 6.1. Section Titles. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.
- 6.2. Entire Agreement. This Agreement, together with its several exhibits and attachments, contains the entire agreement between the parties, and supersedes all other agreements between them relating to the subject matter hereof. Neither party shall be bound by any communication outside this Agreement except subsequent written agreement duly executed by Licensors and Licensee.
- 6.3. Costs. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein.
- 6.4. Assertion of Unenforceability. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of said provision.
- 6.5. Modification and Waiver. No provision of this Agreement shall be deemed modified by any action or omission of Licensors or its agents, or by failure to object to any actions of Licensee which may be inconsistent with the terms of this Agreement. No waiver of a breach committed by either party in one instance shall constitute a waiver or license to commit or continue breaches in other or like instances.
- 6.6. Notices. All notices, reports, consents, approvals, and the like made hereunder shall be in written English, to the address or facsimile number on the cover page hereof (or in accordance with such other contact information as either Party may designate pursuant to proper notice) and sent by a secure special delivery service that provides proof of delivery, or by a properly transmitted facsimile.
- 6.7. Announcements. Neither Party shall make public disclosures inconsistent with the

rights and obligations created hereunder. Either Party may require the other to promptly supply a copy of any public disclosure related to the terms of this Agreement.

- 6.8. Dispute Resolution. This Agreement shall be construed according to the substantive law, but not the choice of law rules, of the State of California. In the event any dispute arises under this Agreement, the parties agree that their choice of forum to resolve the dispute shall be either the United States Courts in the State of California or the State Courts of the State of California. In the event that any action is brought to resolve any dispute under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in that action or any appeal therefrom, including all attorney's fees and costs.