

MHL ATC Testing Service Agreement V1

Parties:

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

Adopter

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

This Agreement is made and entered into as of MM/DD/YYYY ("Effective Date"), by and between; **Sony Group Corporation**, having its registered office at 1-7-1 Konan, Minato-ku, Tokyo, 108-0075 Japan (hereinafter referred to as "ATC") and the Adopter as set forth above. (hereinafter referred to as "Adopter").
(hereinafter ATC and Adopter are referred to collectively as "Parties" and individually as "Party")

Whereas, ATC is willing to perform ATC Testing for Adopter's device(s) under test as specified in the Work Order (hereinafter referred to as "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 mutual covenants provided hereunder, ATC and Adopter hereby agree as follows.

Article 1 (Definitions)

Capitalized terms not otherwise defined herein shall have the respective same meanings as defined in the latest version of "Mobile High-Definition Link Specification Adopter Agreement" (hereinafter referred to as "Adopter Agreement"),

"ATC Testing" means the compliance testing performed by Authorized Testing Center.

"Confidential Information" means 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.

"Price List" means the attachment of the Work Order, a form of which is set forth in Exhibit B attached hereto and made a part hereof.

"Study Period" shall have the meaning as set forth in Article 2-2.

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

"Test Fee" means the test fee, the amount of which shall be specified in the relevant Work Order. 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 performed hereunder 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.

Article 2 (ATC Testing)

2-1 Adopter hereby places an order for ATC Testing to be performed by ATC for A-DUT. Adopter hereby acknowledges and agrees that ATC Testing shall proceed and be performed by ATC by itself or through a third party test center which ATC designates at its sole discretion ("Third Party Test Center") pursuant to (i) this Agreement, (ii) Adopter Agreement, (iii) the latest version of MHL Compliance Test Specification, (iv) the latest version of MHL 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 together with the completed Price List, for ATC Testing to be performed by ATC for A-DUT in accordance with this Agreement. Work Orders shall be in writing and shall be substantially in a form separately provided by ATC to Adopter from time to time and made a part hereof. Within three (3) weeks after the date of receipt by ATC of each Work Order ("Study Period"), ATC shall notify Adopter in writing as to whether it accepts or rejects such Work Order. 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.

Article 3 (Test Fee)

3-1 In full and complete consideration for each ATC Testing rendered by ATC, Adopter shall pay Test Fee to ATC by remitting Test Fee to the bank account separately designated by ATC by the payment due date set forth in the relevant Work Order. Adopter hereby acknowledges and agrees that the Price List, including the price of each item of the ATC Testing therein, may be changed by ATC at its sole discretion without notice. If the Price List is so changed, ATC will make reasonable effort to provide Adopter with a new Price List.

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 zero point five percent (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.

Article 4 (Confidentiality)

4-1 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.

4-2 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;

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

(iv) known to Adopter without any limitation on use or disclosure prior to its receipt from the other Party; or

(v) required to be disclosed by such Party pursuant to the operation of law, provided that such Party shall take reasonable steps to obtain confidential treatment of such Confidential Information and shall make reasonable efforts to give the other Party prior written notice of such requirement together with a copy of the information to be disclosed.

4-3 Notwithstanding the provisions in this Article 4, ATC may disclose Adopter's Confidential Information to a third party that has an agreement with ATC under which such party has the obligations to maintain such information confidential and has the rights to audit ATC Testing performed by ATC for MHL compliance. Further, notwithstanding the provisions in this Article 4, Adopter hereby authorizes ATC to disclose Adopter's Confidential Information to the Third Party Test Center to the extent necessary to have it perform the ATC Testing for MHL compliance.; provided, however, that such Third Party Test Center has an agreement with ATC under which such Third Party Test Center has the obligations to maintain such information confidential.

Article 5 (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.

Article 6 (Limitation of Liability)

6-1 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.

6-2 In the event that any court of competent jurisdiction renders judgment against ATC, notwithstanding the limitation in Article 6-1 or for direct damages not excluded pursuant to Article 6-1, ATC's aggregate liability to Adopter in connection with this Agreement shall in no event exceed the aggregate amount of Test Fee actually received by ATC from Adopter under this Agreement during the preceding one (1) year period.

Article 7 (Term and Termination)

7-1 This Agreement shall become effective as of the Effective Date and terminate upon (i) the full payment of Test Fee or (ii) the result of ATC Testing is provided to Adopter, whichever comes later.

7-2 Notwithstanding the foregoing, Adopter may anytime cancel its order hereunder and, unless earlier terminated as provided herein, shall continue in full force and effect for one (1) year from the Effective Date. Thereafter, this Agreement shall be automatically extended on a year-by-year basis unless either Party gives to the other Party a written notice of its intention to terminate this Agreement at least one (1) month prior to the expiration of the initial one (1) year period or any extended term thereof, as the case may be.

7-3 Articles 4, 5, 6, 8 and 9 hereof and this sentence shall survive the termination hereof.

7-4 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.

7-5 In case that Adopter falls into either of the situations listed in subsection (ii) of Article 7-4 above, or this Agreement is terminated by reason(s) attributable to Adopter in accordance with Article 7-4, all payment obligations of Adopter under this Agreement shall become immediately due and payable to ATC.

Article 8 (Governing Laws and Dispute Settlement)

8-1 This Agreement shall be governed by and construed in accordance with the laws of Japan, as if this Agreement were wholly executed and wholly performed within Japan, and without reference to the conflict of laws principles thereof.

8-2 All disputes between the Parties arising out of or in connection with the interpretation or execution of this Agreement shall be finally settled by of the Tokyo District Court in Japan and each Party to this Agreement hereby: (i) irrevocably consents to the exclusive jurisdiction of such courts for the resolution of such disputes; and (ii) irrevocably waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such courts or to the convenience of conducting or pursuing any action or proceeding in any such court.

Article 9 (Miscellaneous)

9-1 Neither this Agreement nor any of the rights and obligations thereunder shall be assignable or transferable, in whole or in part, to any third party without prior written consent of the other Party. Any assignment or attempted assignment in violation of the provisions of this Article 9-1 shall be null and void. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the successors, representatives, and administrators of the Parties.

9-2 This Agreement, including each Work Order, the exhibits attached hereto and all documents incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous communications, discussions, understandings or agreements, written or oral, regarding the subject matter hereof. This Agreement may not be modified except by written document signed by an authorized representative of each Party.

9-3 Nothing in this Agreement shall be construed to constitute either Party as the agent, servant, employee, partner, or joint venture of the other Party. The Parties are and shall remain independent contractors.

9-4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

9-5 Neither Party shall be liable to the other Party for any failure to perform or delay in its performance under this Agreement due in whole or part to cause(s) beyond its reasonable control and without the fault or negligence of such Party, including but not limited to, act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, strike and governmental action.

9-6 All notices required or permitted under this Agreement shall be in writing, 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; or (iv) one (1) day past after deposit with a commercial overnight carrier with written verification of receipt. 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 to the other party pursuant to this Section 9.6.

9-7 Unless otherwise expressly provided herein, nothing contained in this Agreement shall be construed as granting or conferring any right or license, by implication, estoppel or

otherwise, under any patent, copyright, trademark, trade secret or any other intellectual property rights of either Party.

9-8 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.

9-9 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.

9-10 Subject to the terms of this Agreement, nothing in this Agreement shall impair either Party's right to develop, manufacture, purchase, use, market, sell or otherwise dispose of, directly or indirectly, alone or with others, products or services competitive with those offered by the other Party hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

For ATC: Sony Group Corporation

For Adopter: ABC Corporation

By: _____ *Sony's Signature*

By: _____ *Your Signature*

Name: Shigenobu Fukuda
Title: Corporate Technology Strategy Division
Operation Promotion Sec

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