

## AUTHORIZED TESTING CENTRE SERVICE AGREEMENT

This Authorized Testing Centre Services Agreement (hereinafter referred to as "Agreement") is entered into on this ..... day of .....  
..... **By and Between:**

**Granite River Labs Asia Pacific Pte. Ltd.**, a company registered in Singapore having its office at 51 Goldhill Plaza, #07-10/11, Singapore 308900 and its subsidiaries (hereinafter referred to as "**ATC**" which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**; AND

..... with its registered office at .....  
..... (hereinafter referred to as "**Adopter**" which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include its successors in interest and permitted assigns) of the **OTHER PART**.

**ATC** and **Adopter** are hereinafter individually referred to as Party and collectively as Parties.

### WHEREAS:

1. ATC is *inter alia* engaged in the providing HDMI and HDCP ATC services;
2. Adopter has experience in developing products related to HDMI, among others and has obtained appropriate licenses & permissions for incorporating HDMI technology in its products;
3. Adopter has expressed his interest in availing the services of ATC and ATC has agreed to undertake such engagements and provide the ATC Services as specified in this Agreement and in accordance with the relevant terms and conditions accepted by Adopter;

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE TO ENTER TERMS AND CONDITIONS AS FOLLOWS:**

### Definitions

- a. "**Services**" used herein after refer to any service provided by or on behalf of ATC.
- b. "**Purchase**" used herein after refer to purchase of the services.
- c. "**Sale**" used herein after refer to the sale of the services
- d. "**Affiliate**" shall mean any legal entity controlling, controlled by or under common control with the Party whether through ownership of a majority of the shares, or through any other ownership interest.

ATC does not begin to cure such failure within ten (10) days after receipt of written notice of failure to deliver such services from Adopter. In the event that ATC so defaults, Adopter's sole remedy for such default shall be cancellation of the applicable order. ATC shall have no other liability to Adopter as a consequence of any such default. Adopter may not cancel any order for services, in whole or in part. All services furnished hereunder shall be deemed accepted by Adopter upon receipt.

### 1. Scope

The HDMI or HDCP authorized Test Centre Terms and Conditions set forth apply to all services provided by or on behalf of Granite River Labs Asia Pacific Pte. Ltd. ("ATC") to the Adopter ("Adopter") on the terms and conditions hereunder.

### 2. Acceptance of Order by ATC

All orders must be initiated by the submission of a written ATC Order Form together with an executed copy of the Authorized Testing Center Agreement ("Agreement"), and will not be binding on ATC until approved and accepted by ATC in writing.

### 3. Service Deliverables

Provided that ATC receives all necessary information and equipment from Adopter, ATC will make reasonable efforts to meet the testing start times mutually agreed by the Adopter and ATC in writing. In no event shall ATC be liable for delay in delivery due to the insufficiency or defect of any information or equipment provided by Adopter, or other event beyond its reasonable control. In the event of any such delay, the testing dates shall automatically be extended for a period equal to the time lost by reason of the delay. ATC shall not be in default for any failure to provide services to Adopter unless

### 4. Payments Terms

#### a. Price

The price quoted by ATC shall be valid only for the period of time there indicated. Thereafter ATC reserves the right to change the price without notice. All prices are exclusive of Transportation, insurance, all form of taxes, duties, levies, cess, surcharge and other charges related to travel, communication and other out of pocket charges. All prices quoted shall be final and no discounts are authorized unless and until Adopter and ATC have explicitly agreed in writing to a discount.

All payment is due prior to any services being performed. Even after ATC acceptance of an order, the provision of services will at all times are subject to ATC approval and ATC may at any time decline to provide services until receipt of payment or upon terms and conditions or security satisfactory to ATC. Without limiting any other remedy at law or equity. ATC reserves the right to declare all sums immediately due and payable or to cancel any order, in the event of Adopter's breach of a material obligation hereunder.

#### b. Disputed Invoices

An invoice shall be deemed accepted if Adopter does not present a written objection to ATC within forty five

(45) days from the date of receipt of the invoice. Adopter shall use reasonable efforts to notify ATC of a disputed invoice as soon as it determines that an invoice is in dispute. If such objection is made, the Parties shall make reasonable efforts to promptly settle the dispute concerning the invoice in question but in no event in more than 30 days.

**c. Other Expenses**

ATC shall not be responsible for any other payment/s, including without limitation payment of any expenses due to travel, communications, taxes and other sundry charges and statutory expenses dues to the personnel or affiliate of Adopter.

**5. Term of Agreement**

This Agreement is executed on the date first above mentioned, and shall be effective from ..... ("Effective Date") and shall continue in effect for a period of ..... years or until terminated in accordance with Clause 15 (Termination) hereunder. However the rates mentioned in ATC order form are valid only for a period mentioned therein. However, the Services, as envisaged in this Agreement that are already being rendered from the ..... shall be deemed to be governed under the terms of this Agreement.

**6. Notices**

a. All notices, requests, demands and other communications given hereunder (collectively, "Notices") shall be in writing:

**If to ATC:**

Granite River Labs Asia Pacific Pte. Ltd.  
51 Goldhill Plaza, #07-10/11  
Singapore 308900  
Attn: - HDMI ATC Coordinator

**If to Adopter:**

.....  
.....  
.....  
.....  
.....  
.....  
.....

**Attn:-**

.....

b. All Notices shall be deemed delivered (a) when actually received if personally delivered with acknowledgement; (b) when actually received, if sent by registered post as evidenced by acknowledgement. Each of the Parties shall hereafter notify the other in accordance with this clause of any change of address to which notice is required to be mailed.

**7. Limited Warranty**

ATC warrants that the services provided by it shall be made in a workmanlike manner. This limited warranty does not cover defects resulting from acts of God, or defects in the information and products provided to ATC. **IF THE SERVICES DO NOT CONFORM TO THE FOREGOING WARRANTIES, ADOPTER'S EXCLUSIVE REMEDY AND ATC'S EXCLUSIVE OBLIGATION SHALL BE AS FOLLOWS:**

- a. Adopter must first notify ATC in writing of the alleged defect within thirty (30) days of the completion of the relevant services, stating the nature of such defect and the circumstances surrounding its occurrence in reasonable detail, and must allow ATC a reasonable opportunity to inspect the results of such services and any information and products provided by Adopter relating to such services. Adopter shall reasonably cooperate with ATC in analyzing and curing any such defect.
- b. If ATC determines that any services are not defective, ATC will provide Adopter with a written statement setting forth ATC's conclusion that the services were not defective, and Adopter agrees to pay ATC's reasonable cost of re-performing such services.
- c. Upon determining that the services in question were defective, ATC, at its option, may (i) re-perform the services at ATC's expense or (ii) refund the purchase price paid for such services.
- d. **ATC shall in no event be responsible for repair, replacement, or refund of the purchase price of any product in Adopter's distribution channels or in the possession of Adopter's customers, or any costs or losses incurred by Adopter incident to any defective services provided by the ATC.**

Adopter warrants at the time it issues its purchase order, accepts delivery of any services, and pays any invoice due that (a) it has legal capacity to do so; (b) there is no legal impediment to Adopter's performance of its obligations; (c) it is a signatory of the HDMI Founders Agreement or the HDMI Adopters Agreement; (d) each product submitted for testing shall comply with all laws; and (e) that all information and products provided to ATC shall be reasonably complete and accurate.

**8. Disclaimer of Warranties**

THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS ARE IN LIEU OF ALL OTHERS, AND ATC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE PRODUCTS OR SERVICES OTHER THAN AS PROVIDED IN THESE TERMS AND CONDITIONS. THE WARRANTIES SET FORTH IN THIS AGREEMENT SHALL EXTEND TO ADOPTER ONLY AND NOT TO ADOPTER'S CUSTOMERS OR DISTRIBUTORS.

Adopter understands that services provided by ATC do not guarantee that any product will conform to the High-Definition Multimedia Interfaces (as defined in the Adopter Agreement), function correctly or interoperate with any other product, and that it is Adopter's sole responsibility to establish its own testing specifications, guides and reference designs to

establish conformance with the High-Definition Multimedia Interfaces, correct functionality and interoperability. ATC, HDMI LICENSING, LLC (THE AGENT RESPONSIBLE FOR LICENSING THE HDMI SPECIFICATION, HEREAFTER "HDMI AGENT"), AND EACH FOUNDER DISCLAIM ALL WARRANTIES, RESPONSIBILITY AND LIABILITY FOR THE CONFORMANCE OF ANY PRODUCT TO THE HIGH-DEFINITION MULTIMEDIA INTERFACES, PRODUCT FUNCTIONALITY OR PRODUCT INTEROPERABILITY.

party. The receiving party acknowledges that all Confidential Information is owned solely by the discloser (or its licensors).

**9. Force Majeure**

If either party is in breach of this Agreement or in default of its obligations hereunder because it fails to perform or observe any or all of the terms of this Agreement resulting directly from causes beyond the reasonable control of such party, such as but not limited to, acts of God or military authority, acts of public enemy, war, terrorism, riots, civil disturbances, insurrections, fires, earthquakes, floods, acts of government, or any other legitimate cause beyond the reasonable control of the Parties and without the Parties' fault or negligence ("Delaying Cause"), the Party whose performance is affected or is likely to be affected thereby, shall notify the other Party immediately of the occurrence of such cause and the time allowed for performance by the affected Party will be extended to the extent affected by such cause. For the purpose of clarity, each Party agrees that strikes and other labour related problems of its own employees shall not be considered as force majeure events for the purpose of this Agreement.

**11. Waiver, Amendment, Modification**

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance of the Agreement terms at any time thereafter. The waiver by any Party of a breach of such provision shall not be taken or held to be a waiver of any subsequent breach or a nullification of the effectiveness of such provision. Except as otherwise provided in this Agreement, any amendment or other modification of this Agreement will not be effective unless in writing and signed by both the Parties.

**12. Confidential Information**

The term "Confidential Information" shall mean any information disclosed by one Party to the other that is in written, graphic, machine-readable or other tangible form. "Confidential Information" shall also include oral information disclosed by one Party to another pursuant to this Agreement, provided that it is designated as confidential at the time of disclosure by the disclosing Party to the receiving Party. Each party hereto desires to furnish to the other party certain information that the party furnishing such information regards as proprietary. Such information may include, but is not limited to, information of the disclosing party relating to products and product demonstrations, services, hardware design, software design, testing and manufacturing processes, business strategies and plans, customer lists, business partners and research and development programs (collectively "Confidential Information").

All Confidential Information furnished pursuant to the Authorized Testing Center Agreement may be used solely for the purpose of HDMI Compliance Testing (the "Business Purpose"). No other right, license or authorization, express or implied, to make, have made, or otherwise use is granted and each party agrees to be so limited with respect to all Confidential Information hereby received. All Confidential Information is provided "AS IS". All right, title, and interest in the Confidential Information shall remain that of the disclosing

Neither party shall disclose Confidential Information received from the disclosing party to any third party nor use such Confidential Information for any purpose other than the Business Purpose. Provided that the parties may disclose Confidential Information to the HDMI Agent or Digital Content Protection, LLC (the agent responsible for licensing the HDCP specification), for purposes of establishing compliance with the Adopter Agreement. The receiving party shall use the same degree of care in maintaining the confidentiality of the Confidential Information as it uses with respect to its own information that is regarded confidential and/or proprietary by such party, but in any case shall at least use reasonable care. Each party agrees that it will restrict the access of all Confidential Information to only those of its employees and consultants who have need to be informed of the Confidential Information for the purposes for which the Confidential Information is provided, which persons will be bound to the receiving party by an agreement of confidentiality that contains substantially the same obligations as contained in these Terms and Conditions.

**13. Compliance with Applicable Laws**

In providing Services under this Agreement, ATC shall obey and abide by all applicable laws, regulations, ordinances and other rules of the country, state, territory, or any other duly constituted public authority where Services under this Agreement are performed. ATC represents and warrants that, if and to the extent required by law, it is duly licensed and authorized to provide the Services pursuant to this Agreement throughout the term of this Agreement.

**14. Law**

With respect to performance of Services under this Agreement, Adopter agrees to comply with all laws of country where part or whole of the Services are performed.

**15. Termination**

Either party shall be entitled to terminate this Agreement forthwith by notice in writing in the event of:

- a. Breach of any of the terms of this Agreement by the other party which breach remains unremedied even after a notice of 15 days period for remedy given by the party affected by the breach.
- b. A Receiver being appointed over other Party's assets.
- c. In case of liquidation whether voluntary or otherwise of the other party

This Agreement may also be terminated by either party without giving any reason by giving to the other party three months prior notice in writing. Termination of this Agreement pursuant to this clause shall be without prejudice to any antecedent rights or remedies, which either party may have against the other.

**16. Advertising**

No advertising, publicity release or similar public information concerning this Agreement shall be published by ATC or Adopter without the prior consent of the authorized representative of the concerned Parties.

**17. Liability Limitations**

Except for claims arising or resulting from either Party's breach of its Confidentiality obligations (Clause 9), the total liability of both Parties shall be limited to the amount received by ATC from Adopter pursuant to the Order Form under reference.

In no event shall ATC, HDMI Agent or HDMI Founder

party for any special, collateral, incidental, punitive, consequential, exemplary, incidental or indirect damages including, without limitation, loss of revenue, profits, data, or goodwill that Adopter may suffer, directly and indirectly arising out of this Agreement, the licensed materials, or use of those materials, however caused, and whether or not such Party has been advised of the possibility of such damages. Excluded damages include, but are not limited to, cost of removal or reinstallation, outside computer time, labour costs, loss of goodwill, loss of profits or business, loss of savings, or loss of use or interruption of business.

IN NO EVENT WILL ATC'S LIABILITY TO ADOPTER ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF SALE EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO ATC BY ADOPTER FOR THE SERVICE THAT GIVES RISE TO THE CLAIM. THIS ALLOCATION OF RISK IS A MATERIAL INDUCEMENT FOR ATC TO ENTER INTO THIS AGREEMENT.

IN NO EVENT SHALL ATC, HDMI AGENT, OR HDMI FOUNDERS, OR ADOPTER BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, DATA, OR GOOD WILL THAT ADOPTER MAY SUFFER, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE, OR FAILURE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ATC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

**18. Governing Law**

This Agreement and any amendments hereto shall be governed by the laws of Singapore and the courts in

Singapore shall have jurisdiction over any dispute arising out of this Agreement.

**19. Severability**

If any provision of this Agreement shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**20. Assignment**

Neither Party shall directly or indirectly sell, assign, transfer, delegate, convey, pledge, encumber or otherwise dispose of this Agreement or any of its rights, duties or obligations under this Agreement, without the prior written consent of other Party. ATC shall be entitled to assign this agreement to any of its Affiliates.

**21. Entire Agreement**

This Agreement, including the Annexure and ATC Order Form attached hereto, constitutes the complete and entire statement of all terms, conditions and representations of the agreement between ATC and Adopter with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties. In case of a conflict between the terms of this Agreement and any existing/previously executed document or communications, including the Annexure and ATC Order Form, this Agreement shall prevail.

**22. Counterparts**

This document shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

**IN WITNESS WHEREOF, ATC AND ADOPTER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES IDENTIFIED BELOW ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

**For ATC**

Company Granite River Labs Asia Pacific Pte. Ltd.  
 Address 51 Goldhill Plaza, #07-10/11  
 Singapore 308900

**For Adopter**

Company .....  
 Address .....  
 .....  
 .....

By .....  
 Name .....  
 Title .....  
 Date .....

By .....  
 Name .....  
 Title .....  
 Date .....