Thank you for your interest in Copy Control Solutions by Sony DADC. To be open to cooperate closely and to be free to exchange detailed information we kindly ask to sign this standard Non-Disclosure-Agreement. This agreement is obligatory to all publishers who produce copy protected discs.

SecuROM™ Agreement

This agreement is dated   ...., by and between
Sony DADC Austria AG, Sonystrasse 20, A-5081 Anif, ("SONYDADC") and

……………………………………………………………………….("COMPANY").

This Agreement shall govern the conditions of disclosure by "SONYDADC" to "COMPANY" of certain "Confidential Information" including but not limited to drawings, data, trade secrets and intellectual property relating to an invention or inventions by "SONYDADC" including the Software Copy Control Solution SecuROM™ also referred to as SecuROM™.

With regard to the Confidential Information, "COMPANY" hereby agrees:

1. Not to use the information therein except for evaluating his interest in entering a business relationship with "SONYDADC" based on the invention.
2. To safeguard the information against disclosure to others with the same degree of care as they exercise with their own information of a similar nature.
3. Not to disclose the Confidential Information to others, without the express written permission of "SONYDADC" except that "COMPANY" shall not be prevented from using or disclosing any of the information:
    a. which "COMPANY" can demonstrate by written records were previously known to them;
    b. which are now, or become in the future, public knowledge other than through acts or omissions of "COMPANY";
    c. which are lawfully obtained by "COMPANY" from sources independent of "SONYDADC";
4. That "COMPANY" shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by "SONYDADC".
5. That the secrecy obligations of "COMPANY" with respect to the information shall continue for a period ending 5 years from the date hereof. "SONYDADC" will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

"COMPANY" and its third party companies agree not to modify, decompile, disassemble or reverse engineer in any way software for SecuROM™ provided to "COMPANY" by "SONYDADC".

SecuROM™ is supplied as is. "SONYDADC" disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. "SONYDADC" assumes no liability for one hundred per cent safeguard against theft of intellectual property and for incompatibilities or damages, direct or consequential, which may result from the use of SecuROM™.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

for "COMPANY"   for Sony DADC Austria AG

Name:

Date:

Address: Sonystrasse 20, A-5081 Anif, Austria
                                                   Fax. +43 (0)6246 880 394