

ADDENDUM A
RHAPSODY® READY PROGRAM

(The first paragraph will be filled out by Intertek)

This is Addendum No. ____ to the Intertek Testing Services NA, Inc. (Intertek) Vendor Hardware Testing Agreement No. _____. This Addendum is attached to and incorporates by reference the Vendor Hardware Testing Agreement between Intertek and _____ ("Vendor") dated.

Vendor has executed and delivered to Intertek the Vendor Hardware Testing Agreement referenced above. Vendor wishes to have Intertek test Vendor's Hardware ("Hardware") in accordance with a test methodology established by Rhapsody International Inc. to establish minimal compatibility with the Rhapsody® and for suitability to bear a "Rhapsody Ready Logo" on Vendor's Hardware packages.

All capitalized terms used in this Addendum shall be defined as set forth in the Vendor Hardware Testing Agreement unless otherwise defined herein.

When executed by both Vendor and Intertek, this Addendum will be annexed to, incorporated by this reference and become a part of the Vendor Hardware Testing Agreement signed by Vendor.

Please complete and sign one (1) Addendum for each Hardware product you wish to submit to Intertek under the Vendor Hardware Testing Agreement.

Vendor Company name: _____

Vendor Identification Code: _____

Type of device being submitted (check one):

- Standard Plays for Sure Device (\$1,500.00)
- Optimized Plays for Sure Device (\$1,050.00 but requires Standard testing for a total of \$2,550)
- Direct Device (\$1,725.00)

Device name and version of hardware (including software and/or firmware if applicable) **being submitted:**

Product Identification Code: _____

(a) If any Vendor Equipment accompanies the Hardware, check this box and describe: _____

(b) The additional system and software requirements ("Vendor Equipment") necessary for the testing of the Hardware are as follows:

(c) If you are requesting a retest of Hardware, check this box . Intertek reserves the right to determine what constitutes a retest and what constitutes a new test of Hardware.

Return of Samples

If the return of test samples is desired, you must provide a shipper's billing account number. Shipment costs are at the sole responsibility of the customer. **If no selection is made we will dispose of the devices 30 days after testing is complete.**

Shipping Method:

Please indicate your preference below:

- Dispose of sample(s). If required, sample disposal fees will be invoiced in addition to quoted project fees.
- Return sample(s) according to instructions below:

Shipping Method: _____

Charge to Account Number: _____

Insurance Value: _____

Other Instructions: _____

Fee. A non-refundable fee in the applicable amount set forth in the Fee Schedule must accompany this Addendum. Vendor hereby agrees and acknowledges that any refusal by Rhapsody International Inc. to grant to Vendor any right to attach a "Rhapsody Ready Logo" will not entitle Vendor to seek any refund of fees or any damages of any kind from Intertek.

Delivery. Vendor will deliver the Hardware and other items to Intertek. Vendor acknowledges that testing will not begin until all items required for testing are received by Intertek and acknowledged by Intertek via mail or fax.

Confidentiality and Nondisclosure.

(a) Except as authorized under Sections (b) and (c) below, Intertek will not, without Vendor's prior approval, use, publish, or disclose to any person or entity any Test Report, test results, test data, or other confidential information with respect to the Hardware obtained from Vendor pursuant to this Addendum. "Confidential Information" shall mean information obtained by Intertek under this Addendum which was not previously known by Intertek and which is not and does not become publicly known or generally known in the industry in which Vendor is engaged. The definition of "Confidential Information" shall expressly exclude any information, which Intertek is required to disclose by any Court or any other governmental or administrative order, as well as any information described in Section (c) below. Except as noted under Sections (b) and (c) below, the test results and test data obtained from testing the Hardware pursuant to this Addendum shall be considered "Confidential Information" of Vendor.

(b) Vendor hereby authorizes Intertek to: (i) from time to time consult with Rhapsody International Inc (on an other than Vendor-anonymous basis) with respect to the Hardware and the testing performed pursuant to this Addendum, and (ii) provide Rhapsody International Inc with all interim and final Test Reports, test results and notes pertaining to the Hardware and Vendor Equipment (if any), including the Test Report and this Addendum; and Vendor hereby acknowledges that Rhapsody International Inc may use, disclose or publish information regarding the Hardware and Vendor Equipment (if any), in Rhapsody International Inc' discretion and publish compatibility listings which may include the names and descriptions of hardware-based products, such as the Hardware, as tested by Intertek, as may be allowed under the terms of any agreement between Vendor and Rhapsody International Inc with respect thereto.

(c) Vendor hereby acknowledges that Intertek will be compiling statistical data relating to its Rhapsody Ready Logo Testing program, which may include Vendor-anonymous data derived from the testing performed pursuant to this Addendum, and that Intertek may from time to time deliver this statistical data to Rhapsody International Inc. Vendor acknowledges that any such Vendor-anonymous statistical information does not violate any of the nondisclosure provisions of this Addendum.

Entire Agreement. This Addendum, including the provisions on the first page, and all Addendums hereto together with the Vendor Hardware Testing Agreement, the terms and conditions of which are incorporated by reference herein, constitute the entire agreement of the parties with respect to the subject matter hereof, and cancel and supersede all prior or contemporaneous oral or other written communications, understandings, and agreements with respect to the subject matter hereof.

This Addendum is entered into effective as of the date of execution by Intertek as indicated below.

Vendor Name: _____

Accepted by Intertek Testing Services NA, Inc.

Name: _____

Howard Brunnings

Title: _____

General Manager

Signature: _____

Signature: _____

Date: _____

Date: _____