



Simply HD™ Testing Program Agreement

Simply Labs, LLC (hereinafter “Company”) and _____
located at _____
(hereinafter “You”) hereby enter into this Testing Program Agreement (“Agreement”).

Your Contact Person Information:

Name: _____

Title: _____

Phone: _____

Email: _____

Fax: _____

Membership Level: _____

Agreed:

Simply Labs, LLC

You: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROGRAM GENERAL TERMS AND CONDITIONS

Simplex Labs, LLC (hereinafter "Company") markets the various testing, marketing, service and membership programs ("Programs") set forth in Appendix A. You and Your affiliates and subsidiaries agree to the following terms and conditions in connection with the Program(s) selected by You.

1. Testing and Program Policies and Procedures

Company's then current policies and procedures shall apply to Company's testing, service and membership programs, and You shall comply with such policies and procedures. Schedule times are not guaranteed. Company shall incur no liability for failure to comply with a testing schedule. Only components that successfully pass the then current Program tests and specifications and are verified by Company (hereinafter "Verified Components") may use the then current Program trademarks/logos (hereinafter "Trademarks"). Company and others permitted by Company who adhere to the requirements of this Agreement may publish a list of Verified Components. By default, each model number and/or SKU must pass the Program tests and be verified by Company before it can be a Verified Component. You may petition to have one submission device be a representative submission of a group of devices and have the Program testing results of the submitted device applied towards other devices in the group. Please note that all devices of the group must have identical hardware and software related to the HDMI/HDCP data transport function. Such petition may be issued by providing a written description of the distinctions between the representative submission and the corresponding functionally identical devices. Company may, at its discretion, then grant permission to allow the test results of the submission device to be applied towards the other identical devices.

If the hardware, firmware and/or software of any model number and/or SKU changes, then You must re-submit such component for testing and such component must successfully pass the then current Program tests and specifications in order for You to continue to use the Trademarks in connection with such component. If such component does not successfully pass the then current Program tests and specifications, You must discontinue use of the Trademarks with respect to such component.

Company shall have the right to purchase and test Your commercially available components to determine compliance with this Agreement and the Program tests and specifications and to enforce this Agreement.

2. Maintenance of Verified Components at Company Site

You agree to continuously maintain at Company's site, at no cost to Company, one working unit of each non-connector Verified Component and three working units of each connector Verified Component. Company may use the units to conduct further testing, including interoperability testing with other Verified Components.

3. Responsibility for Component Performance and Interoperability

You are solely responsible for the performance, functionality, interoperability and specification conformance of Your products and components, including Verified Components, and for all technical and customer support related to Verified Components and Your other products, components and services. The testing and verification services provided by Company are provided by Company are provided strictly "AS IS" and without warranty or representation of any kind. Company shall have the right to disclose all test results and related information to HDMI Licensing, LLC, Digital Content Protection, LLC and any other specification licensing, standards or compliance body.

4. Prices and Payment

Program Pricing and current applicable fees are provided in Appendix A. Company's then current fees for Program membership and services shall apply to all Your orders. You are responsible for all logistics activity to and from Company, including customs clearance and applicable taxes, duties, customs fees, shipping, transportation and other charges that arise as a result of Your order. You agree to ship inbound shipments DDP Company (Incoterms 2000), and agree that any item returned to You by Company will be shipped Ex-Works Company (Incoterms 2000). Such charges, when applicable, will appear as separate additional items on the invoice or otherwise will be charged separately. All fees (including without limitation annual membership fees and fees for services) shall be paid by You within thirty (30) days of the invoice date for such fees. All fees are non-refundable. You shall pay interest at the rate of the lower of 1.0% per month or the maximum rate permitted by law on all overdue amounts. Amounts due shall not be subject to any set-off. Without limitation of any other remedy at law or equity, Company reserves the right to suspend and cancel Your orders (including services and membership) if You fail to pay invoiced amounts when due.

5. Ownership

(a) Company is a wholly-owned subsidiary of Silicon Image, Inc. (hereinafter "Silicon Image"). You agree that all right, title and interest (including without limitation all intellectual property) in and relating to the test processes, test specifications, test results, tests, services, and all other ideas, information, materials, inventions, know-how, designs, discoveries, inventions, works of authorship, software, hardware, firmware and other products, manufactured semiconductor devices, computer programs, procedures, improvements, developments, drawings, notes, and documents provided to You is wholly owned by Company and/or Company's affiliates and subsidiaries and all improvements, modifications and derivative works thereof, are solely owned by Company and/or Company's affiliates and subsidiaries.

(b) During the Term of this Agreement, You are granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the test specifications and all other materials and information provided to You by Company and/or Company's affiliates and subsidiaries for the sole purpose of attempting to obtain positive test results and verification in the Programs. You may not use the test specifications and

related materials and information for any other purpose or any purpose detrimental to Company or Silicon Image. No other rights or license, express or implied, are granted. All specifications and related non-public information and materials are confidential and proprietary information and materials of Company and/or Company's affiliates and subsidiaries. You and Your affiliates and subsidiaries shall not disclose such specifications, information and materials (or any other non-public item disclosed to You by Company and/or Company's affiliates and subsidiaries) to any third party.

6. Your Use of Company Trademarks

You agree that all Company Trademarks are solely owned by Company and/or Company's affiliates and subsidiaries. All use of any Trademark must comply with Company's then current Trademark Usage Guidelines. All use of any Trademark shall be on a revocable, non-exclusive, non-transferable, non-sublicenseable basis and only for the limited purposes and time periods specified by Company. You acknowledge and agree that Company and/or Company's affiliates and subsidiaries owns the Trademarks and that any and all goodwill and other proprietary rights that are created by or that result from Your use of the Trademarks inure solely to the benefit of Company and/or Company's affiliates and subsidiaries. You shall at no time contest or aid in contesting the validity or ownership of any Trademark or take any action in derogation of Company and/or Company's affiliates and subsidiaries rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to any Trademark. Upon request, You shall at Your cost provide samples of Your products and Company Trademark usage to Company and/or Company's affiliates and subsidiaries for the purpose of allowing Company and/or Company's affiliates and subsidiaries to monitor the quality of Your products, and Your use of the Company Trademarks and compliance with these terms and conditions. If at any time You acquire any rights in, or trademark registrations or applications for, the Company Trademarks or any other mark similar thereto, by operation of law or otherwise in any country or jurisdiction, You will immediately notify Company and/or Company's affiliates and subsidiaries and, at Your expense and no cost to Company and/or Company's affiliates and subsidiaries, assign such rights, registrations, or applications to Company and/or Company's affiliates and subsidiaries, along with any and all associated goodwill.

7. Feedback from You

You and Your affiliates and subsidiaries may from time to time provide feedback to Company related to the Programs and the tests, services, specifications, products, information and materials provided by Company and/or Company's affiliates and subsidiaries. Such feedback shall include, without limitation, modifications, additions, fixes, improvements, enhancements, applications, test results, specifications, procedures, information, materials, suggestions, ideas, inventions, concepts, know-how, techniques, data, translations, developments and discoveries (collectively "Feedback"). You and Your affiliates and subsidiaries grant Company and/or Company's affiliates and subsidiaries a royalty-free, worldwide, non-exclusive, perpetual and irrevocable license to copy, modify, perform, display, distribute, disclose, create and distribute derivative works of, and otherwise use and dispose of such Feedback, and to make, have made, use, sell, offer to sell, import and otherwise exploit any implementation of such Feedback,

including without limitation the right to sublicense these rights through multiple tiers.

8. Disclaimer of Warranties

ALL TRADEMARKS, SERVICES, SPECIFICATIONS, INFORMATION, MATERIALS AND ALL OTHER ITEMS PROVIDED BY COMPANY AND/OR COMPANY'S AFFILIATES AND SUBSIDIARIES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. ALL WARRANTIES (EXPRESS, IMPLIED AND STATUTORY), INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXPRESSLY DISCLAIMED. COMPANY AND SILICON IMAGE HEREBY FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY VERIFICATION AND TESTING SERVICES PROVIDED AND WITH RESPECT TO THE INTEROPERABILITY, PERFORMANCE, FUNCTIONALITY, RELIABILITY AND SECURITY OF ANY PRODUCT, COMPONENT, SPECIFICATION AND SERVICE.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR COMPANY'S AFFILIATES AND SUBSIDIARIES BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOST DATA, THIRD PARTY CLAIMS, OR ANY SPECIAL, INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE CUMULATIVE LIABILITY OF COMPANY AND/OR COMPANY'S AFFILIATES AND SUBSIDIARIES FOR ALL CLAIMS (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU FOR THE PROGRAM, INFORMATION, MATERIALS, PRODUCTS AND/OR SERVICES AT ISSUE. YOU AGREE THAT SUCH AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS AGREEMENT AND THAT SUCH A LIABILITY IS A FAIR AND REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE THAT MAY BE CAUSED BY COMPANY AND/OR COMPANY'S AFFILIATES AND SUBSIDIARIES. THE PRICE OF THE PROGRAMS, MATERIALS, PRODUCTS AND SERVICES PROVIDED REFLECT THIS ALLOCATION OF RISK AND YOU AGREE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL ELEMENT OF THIS AGREEMENT, WITHOUT WHICH COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. IN THE EVENT THAT ANY OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY ARE HELD NOT TO APPLY, THE LIABILITY OF YOU, COMPANY AND COMPANY'S AFFILIATES AND SUBSIDIARIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Term

The term of this Agreement is one year. This Agreement may be renewed upon written agreement of the parties. This Agreement is not evergreen nor of indefinite duration. Company reserves the right to discontinue any and all Company programs at any time. The provisions in this

Agreement related to ownership, feedback, disclaimer of warranties, limitation of liability, jurisdiction, venue and indemnification shall survive any termination or expiration of this Agreement.

11. Jurisdiction, Venue, Assignment

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to or application of conflicts of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and any other similar convention shall not apply. With respect to any legal action relating to this Agreement or its subject matter, You hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts of the Northern District of California, U.S.A. Company and Company's affiliates and subsidiaries reserves the right to bring an action in any jurisdiction to enforce this Agreement or its intellectual property rights. You may not assign this Agreement nor Your participation in the Program.

12. Indemnification Obligations

You are responsible for any violation of these terms and conditions by Your affiliates and subsidiaries as though You committed such violation. You agree that Your, or Your subsidiaries' or affiliates', violation or threatened violation of these terms and conditions will cause the Company and Company's affiliates and subsidiaries to suffer irreparable harm and agree that Company and Company's affiliates and subsidiaries will therefore be entitled to injunctive and other equitable relief to enforce this Agreement. You and Your affiliates and subsidiaries are solely responsible for any products and services sold by You and for any obligations to Your customers. You agree to indemnify, defend and hold Company and Company's affiliates and subsidiaries harmless against all claims, loss, liability, damages and expenses (including attorneys' fees) arising from and/or related to the products and services sold by You and/or Your representations and /or obligations to Your customers (each, a "Claim").

13. Waiver

No failure of either party to exercise or enforce its rights under this Agreement will act as a waiver of those rights. A waiver by either of the parties hereto of any of the covenants to be performed by the other party or any breach of this

Agreement shall not be effective unless made in writing and signed by the waiving party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

14. No Agency

The parties hereby acknowledge and agree that they are not in a partnership, franchise, joint venture, agency, employment or similar relationship. Neither party may bind the other party nor act in any manner that expresses or implies a relationship other than that of two independent parties. Company is performing services as an independent contractor.

15. Export

You are responsible for all freight, duty, tax and customs clearance related charges. International shipments for items to be tested by Company must be sent Deliver Duty Paid (DDP) Company (Incoterms 2000). Neither Company nor Silicon Image will not act as the Importer of Record for testing program shipments that are imported into the U.S.

16. Silicon Image, Inc is Third Party Beneficiary

Silicon Image is a third party beneficiary of this Agreement. You agree that Silicon Image Inc. is entitled (by itself, jointly with Company or otherwise) to enforce all of the provisions of this Agreement against You and Your affiliates and subsidiaries.

17. Complete Understanding

This Agreement is the complete and exclusive agreement between You and Company with respect to the Program and supersedes all previous and contemporaneous communications, written or oral, with respect to the Program. Company may change these General Terms and Conditions without notice and such changes shall be binding upon You and Your affiliates and subsidiaries. However, if such changes are material, You may terminate the Agreement and Your involvement in the Program upon 60 days' prior written notice to Company. Except as so noted, this Agreement may not be modified or superseded except by a fully executed written amendment by You and Company or by Your electronic acceptance of a further standard-form Company agreement.

TRADEMARK USAGE GUIDELINES

With respect to the Program Trademarks (“Trademarks”) and Logo (“Logo”), You must comply with Company’s then current Trademark Usage Guidelines (“Guidelines”) at all times. Company may update the Guidelines at any time and without notice to You. Please see Company’s website for any updates to the Guidelines.

Use of the Logo and Trademarks

The Trademarks and Logo may be used by You only with respect to components that successfully pass the then current Program tests and specifications and are verified by Company (hereinafter “Verified Components”). The Logo and Trademarks and any variations thereof may not appear on, or in connection with any component or product that is not a Verified Component.

The Guidelines incorporate and include the Simplay™ Style Guide, which is available on Company’s website http://www.simplayhd.com/documents/simplay_styleguide.pdf . You must comply with the Simplay Style Guide. The Simplay Style Guide discusses the parameters for correct color, font, minimum size and clearance area for the Logo. You may not alter the Logo (alteration includes outlining, rotating, skewing, stretching, changing the colors or reproducing the mark three-dimensionally), or add a drop-shadow or texture fill to any element of the Logo.

The Trademarks and Logo must always be used with a ™ or ® as indicated by the Guidelines.

Placement Guidelines

The following are specific placement guidelines:

Hardware

When placed upon hardware, the Logo should be placed on the front-viewing plane of a product (in the case of a television, set-top box, DVD player, A/V receiver, projector, computer, or monitor) or on the top of a product (in the case of a cable or connector). Do not place the Logo on the bottom, top or sides of the product or on any peripheral components. However, the Logo may be placed on Verified Components that are connectors and cables. The Logo should never be obstructed by other labels or stickers. The Logo should be printed directly onto the end-user product using conventional methods such as silk-screening, pad printing or molded in, or placed securely on the product using a label or sticker.

Packaging

When used on external packaging (cardboard, paper or plastic), place the Logo on the front, rear, side or top-viewing

panel of Your package (e.g., carton). The Logo should never be obstructed by another label or sticker. The Logo should be printed directly onto product packaging or placed securely on the package using a label or sticker.

Web Pages

When used on a web site or web page, the Logo may be placed only next to Verified Components. On launch buttons, the minimum mark size is 50 pixels wide x 27 pixels high.

Advertisement, Direct Mail, Collateral and Documentation

When used in advertisements, direct mail, collateral or documentation, the Logo may be used only to refer to Verified Components.

Where Not to Use the Trademarks and Logo

The Logo and Trademarks and any variations thereof may never be incorporated as part of the name of a component, product or service.

The Logo and Trademarks and any variations thereof may never appear on any materials that disparage other products, that infringe the intellectual property or other rights of any party, or that violate any state, federal, local or international law or regulation.

Referencing the Trademarks and Logo in Text

In text You may refer to Verified Components as “Simplay HD™ verified.” On all such materials, the name of Your company, product and services must appear more prominently than that of the Logo and Trademarks and should be visually distinguished from the Logo and Trademarks by putting such names in a different font or color, and on a different line. You must avoid any implication that Your product, service or component is manufactured or supported by Company, Company’s affiliates and subsidiaries or any other member in the Program.

Some usage examples follow:

Do say: “XYZ is Simplay HD™ verified”

Do not say: “XYZ or XYZ’s Simplay HD product”

Trademark Notices

Include the following notice on all marketing materials, such as brochures, manuals, collateral, advertising, product fliers, etc.:

“The Simplay HD™ logo and the ‘Simplay™,’ ‘Simplay HD™’ and ‘Simplay Labs™’ trademarks are owned by Silicon Image, Inc. and are used under license from Silicon Image, Inc. and/or Simplay Labs, LLC”

Appendix A

Membership Levels and Fee Schedule

Single Standard Test

You agree:

- to participate in a Single Standard Test by submitting a component for testing, or receive other services and paying testing and service fees on a per order basis in accordance with Company's then current pricing and fee schedule; and
- that Company may use Your logos and trademarks on Company's website, collateral and other marketing media (in accordance with Your then current trademark usage guidelines) for the purpose of promoting Your Testing and Company's programs; and
- Company will promote Your participation and each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), on its website and through other means.
- For each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), You may display the then current Program Trademark/Logo(s) on one (1) or more of the following locations in accordance with Company's then current Trademark Usage Guidelines: (i) on the Verified Component's documentation and user manuals; (ii) on tangible marketing collateral featuring the Verified Component, including advertisements and datasheets; (iii) on the external surface of the Verified Component, and/or (iv) on the external packaging of the Verified Component.

The current fees for the Single Standard Test are as described in the section "Standard Testing Fee Schedule".

Preferred Member Testing Program

You agree:

- to pay an annual membership fee in accordance with Company's current pricing and fee schedules, and to participate in the Program by submitting components for testing and paying testing and service fees on a per order basis in accordance with Company's then current pricing and fee schedules; and
- that Company may use Your logos and trademarks on Company's website, collateral and other marketing media (in accordance with Your then current trademark usage guidelines) for the purpose of promoting Your membership in the Program and Company's programs; and
- Company will promote Your participation in the Program and each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), on its website and through other means; and
- For each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), You must display the then current Program Trademark/Logo(s) on two (2) or more of the following locations (the particular locations to be determined by You) in accordance with Company's then current Trademark Usage Guidelines: (i) on the Verified Component's documentation and user manuals; (ii) on

tangible marketing collateral featuring the Verified Component, including advertisements and datasheets; (iii) on the external surface of the Verified Component, and/or (iv) on the external packaging of the Verified Component.

The fees for the Preferred Member Testing Program are:

- Annual membership fee: \$40,000.
- You are entitled to three (3) components to be tested without charge during the membership period.
- The fee for the testing of each component after the first three components during the membership period will be discounted by 25% off the standard testing fees described in Section "Standard Testing Fee Schedule".
- You will be entitled to consulting services at a discounted rate of \$350 per hour.

Elite Membership Testing Program

You agree:

- to pay an annual membership fee in accordance with Company's then current pricing and fee schedules, and to participate in the Program by submitting components for testing and paying testing and service fees on a per order basis in accordance with Company's then current pricing and fee schedules, and
- that Company may use Your logos and trademarks on Company's website, collateral and other marketing media (in accordance with Your then current trademark usage guidelines) for the purpose of promoting Your membership in the Program and Company's programs; and
- Company will promote Your participation in the Program and each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), on its website and through other means; and
- For each component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), You must display the then current Program Trademark/Logo(s) on two (2) or more of the following locations (the particular locations to be determined by You) in accordance with Company's then current Trademark Usage Guidelines: (i) on the Verified Component's documentation and user manuals; (ii) on tangible marketing collateral featuring the Verified Component, including advertisements and datasheets; (iii) on the external surface of the Verified Component, and/or (iv) on the external packaging of the Verified Component.

The fees for the Elite Membership Testing Program are:

- Annual membership fee: \$75,000.
- You will be entitled to six (6) components to be tested without charge during the membership period.
- The fee for the testing of each component after the first six components during the membership period will be discounted by 50% off the standard testing fees described in Section "Standard Testing Fee Schedule".
- You will be entitled to purchase Testing products offered for sale by the Company at a discounted rate of 25% off the then current standard price.
- You will be entitled to consulting services at a discounted rate of \$250 per hour

Cable Preferred Membership Testing Program

You agree:

- to pay an annual membership fee in accordance with Company's then current pricing and fee schedules, and to participate in the Program by submitting cable components for testing and paying testing and service fees on a per order basis in accordance with Company's then current pricing and fee schedules, and
- that Company may use Your logos and trademarks on Company's website, collateral and other marketing media (in accordance with Your then current trademark usage guidelines) for the purpose of promoting Your membership in the Program and Company's programs; and
- Company will promote Your participation in the Program and each cable component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), on its website and through other means; and
- For each cable component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), You must display the then current Program Trademark/Logo(s) on two (2) or more of the following locations (the particular locations to be determined by You) in accordance with Company's then current Trademark Usage Guidelines: (i) on the Verified Component's documentation and user manuals; (ii) on tangible marketing collateral featuring the Verified Component, including advertisements, web pages, datasheets, etc.; (iii) on the external surface of the Verified Component, and/or (iv) on the external packaging of the Verified Component.

The fees for the Cable Preferred Membership Testing Program are:

- Annual membership fee: \$7,500.
- You will be entitled to one (1) cable component to be tested without charge during the membership period.
- The fee for the testing of each cable component after the first cable component during the membership period will be discounted by 25% off the standard testing fees described in Section "Standard Testing Fee Schedule".

Cable Elite Membership Testing Program

You agree:

- to pay an annual membership fee in accordance with Company's then current pricing and fee schedules, and to participate in the Program by submitting cable components for testing and paying testing and service fees on a per order basis in accordance with Company's then current pricing and fee schedules, and
- that Company may use Your logos and trademarks on Company's website, collateral and other marketing media (in accordance with Your then current trademark usage guidelines) for the purpose of promoting Your membership in the Program and Company's programs; and
- Company will promote Your participation in the Program and each cable component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), on its website and through other means; and
- For each cable component that successfully passes the required Program Tests and is verified by Company ("Verified Components"), You must display the then current Program Trademark/Logo(s) on two (2) or more of the following locations (the particular locations to be determined by You) in accordance with Company's then current Trademark Usage Guidelines: (i) on the Verified Component's documentation and user

manuals; (ii) on tangible marketing collateral featuring the Verified Component, including advertisements, web pages, datasheets, etc.; (iii) on the external surface of the Verified Component, and/or (iv) on the external packaging of the Verified Component.

The fees for the Cable Elite Membership Testing Program are:

- Annual membership fee: \$10,000.
- You will be entitled to three (3) cable components to be tested without charge during the membership period.
- The fee for the testing of each cable component after the first three cable components during the membership period will be discounted by 50% off the standard testing fees described in Section "Standard Testing Fee Schedule".

Standard Testing Fee Schedule

The current testing fee schedule is as follows:

- Simplay HD Source Device Compliance Test:	\$15,000
- Simplay HD Source Device additional Output:	\$5,000
- Simplay HD Source Device Resubmission:	\$7,500
- Simplay HD Sink Device Compliance Test:	\$15,000
- Simplay HD Sink Device Additional Input:	\$5,000
- Simplay HD Sink Device Resubmission:	\$7,500
- Simplay HD Repeater Device Compliance Test:	\$12,000
- Simplay HD Repeater Device Additional Input:	\$5,000
- Simplay HD Repeater Device Additional Output:	\$5,000
- Simplay HD Repeater Device Resubmission:	\$6,000
- Simplay HD Cable Compliance Test:	\$5,000
- Simplay HD Cable Resubmission:	\$2,500
- Simplay Consulting Services:	\$500/hour
- Simplay HD (Sink, Source, Repeater) Family model Additions:	\$250/model#
- Simplay HD HD (Cable/Switch) Family model Additions:	\$250/ sku#

(No discounts are applicable to Family model Additions)