



## How to Obtain a DDP<sup>®</sup> License

### Overview

Thank you very much for your interest in DCA's DDP<sup>®</sup> Optical Disc Mastering Specification. The DDP<sup>®</sup>, or Disc Description Protocol<sup>™</sup> Specification, was developed by Doug Carson and Associates, Inc. in 1989 to address the need for a standard method for describing the contents of an optical disc for the production of Compact Discs.

Since then, DCA has continued to ensure that a standard exists for all members of the optical disc industry. The following license is simple to complete, and your copy of the DDP<sup>®</sup> Specification will be emailed as soon as a completed copy of the license is received by DCA Sales.

There is no application fee or royalty charged for the use of the DDP<sup>®</sup> Specification. If you have any questions or comments regarding this document, please feel free to contact the Product Management team at (918) 225-0346.

### Instructions

The attached license agreement is for DDP 1.00, DDP 2.00 and DDP 2.10 for CD and DVD. If you want to license the DDP specifications for HD-DVD, please obtain the license agreement from the webpage: <http://www.dcainc.com/products/ddplicense/index.html>

1. Print the DDP License included with this cover letter.
2. Have the document signed by an authorized representative of your organization.
3. Return the *complete* DDP<sup>®</sup> license to:

Sales Coordinator  
DCA, Inc.  
1515 East Pine Street  
Cushing, Ok 74023  
U.S.A.

Phone: (918) 225-0346  
Fax: (918) 225-1113

4. Upon receipt of the completed license, the DDP<sup>®</sup> Specification will be sent to you by email. If you do not have access to email, please include your desired method of shipping.



***The Innovation Continues!***

1515 E. PINE STREET CUSHING, OK 74023

PH: 918 225 0346 / FAX: 918 225 1113

**LICENSE AGREEMENT DDP<sup>®</sup> Versions 1.x, 2.x and 2.1x  
Rev. 02/2008**

**THIS AGREEMENT** is entered into this date by and between DCA, Inc., an Oklahoma, USA, corporation, 1515 East Pine Street, Cushing, Oklahoma, 74023, phone (918) 225-0346, fax (918) 225-1113 ("DCA") and the Licensee identified on the signature page hereof ("Licensee").

**WHEREAS** DCA is active in the business of optical disc formatting and other technology, and has developed certain standards and protocols related thereto which are embodied in various specifications referred to herein by the trademarks Disc Description Protocol<sup>™</sup> and DDP<sup>®</sup>;

**WHEREAS** DCA is the Owner of all right title and interest in and to DDP<sup>®</sup> Specifications Versions DDP 1.0, DDP 2.0, DDP 2.10 and other versions thereof;

**WHEREAS** the Licensee desires to license DDP 1.0, DDP 2.0 and DDP 2.10 more fully described and specified on Exhibit "A" attached hereto and incorporated herein by reference (the "Licensed Material") so that the Licensee, by making use of the License Material, can create products in the proper format for further processing (such products being herein referred to as "Licensee Products"), such Licensee Products to be published, distributed, and communicated world-wide by Licensee;

**WHEREAS** the Licensee desires to obtain license rights from DCA to use the Licensed Materials as provided for in this License;

**NOW THEREFORE IN CONSIDERATION OF THE PROVISIONS OF THIS  
LICENSE AGREEMENT IT IS HEREBY AGREED AS FOLLOWS:**

**Section 1**      **Grant of Licenses.** Upon the terms and conditions set forth herein, DCA hereby grants to the Licensee a limited, non-exclusive, no-cost, License to make use of the Licensed Material in order to create products in the proper format for further processing ("Licensee Products"). **The license does not grant any rights to the Licensee to transfer or further distribute the License Materials in any way other than in the creation of Licensee Products.**

Section 2      Limitation. No license, immunity or other right is granted by implication or otherwise with respect to any DDP<sup>®</sup> specification other than the Licensed Material. Licensee agrees to not alter or modify any contents of the Licensed Material or include any portion of the Licensed Material in any derivative work not specifically authorized in writing by DCA.

Section 3      No Royalty. No royalty shall be payable on any use of the Licensed Material provided for by this License.

Section 4      Identification of DCA. The Licensee agrees to affix to each copy or physical, electronic, optical or other embodiment of the Licensed Materials (such as literature, documentation, software, hardware or otherwise) a legible, human readable notice stating “DDP<sup>®</sup> is a trademark of DCA, Inc.”, “Copyright 1989–2008 DCA, Inc.”, “Licensed from DCA, Inc.” - followed by DCA's DDP<sup>®</sup> logo, as shown on Exhibit “B”.

Section 5      Reservation of Trademarks. The granting of the license herein shall not constitute an approval of or acquiescence in the Licensee's practices with respect to trademarks, trade names, corporation names, advertising, or similar practices with respect to the Licensed Material, nor does the granting of such license constitute an authorization or approval of, or acquiescence in the use of DCA's name or any trade name or trademark of DCA or its affiliates in connection with the manufacture, advertising or sale of the Licensee's Product. DCA hereby expressly reserves all rights with respect to the use of DCA's name or any trade name or trademark of DCA or its affiliates except as provided in this section (Section 5).

Section 6      Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force for a period of **one year**. This period shall begin upon the date this document is signed. However, either party shall have the right to terminate this Agreement and the license granted herein in the event of one or more of the following:

- A. Licensee party breaches the Agreement and does not cure such breach within 30 days after notice thereof;
- B. Dissolution, insolvency or bankruptcy of Licensee whether voluntary or involuntary;
- C. Appointment of a trustee or receiver for Licensee.

In addition to all other rights and remedies, either party may have at law or in equity, either party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than 30 days from the date of mailing thereof.

Section 7      Warranty Exclusion. No representation or warranty is made by DCA that the Licensed Material or parts thereof may be used or published free of proprietary rights of others. DCA shall not be liable for any loss, damage or expense arising from any claim of infringement asserted by any person or entity whatsoever.

Section 8 No Release. Both parties agree that the termination of this Agreement shall not release either party from any obligations under Sections 4, 5, 8, 12, 13 or 18 herein.

Section 9 Notice. Any notice under this Agreement shall be in writing and shall be effective when faxed to the other party followed by a legible paper copy thereof actually delivered in person within three days after being deposited with a reputable "overnight" carrier (such as FedEx, for example) and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

Section 10 Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

Section 11 Assignment. Except as otherwise provided within this Agreement, the Licensee may not transfer or assign this Agreement, the subject matter of this agreement or any of the rights hereunder, without the prior written consent of DCA.

Section 12 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, USA.

Section 13 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the International Chamber of Commerce and such dispute, difference, or disagreement shall be settled by binding arbitration in accordance with the then prevailing commercial rules of the International Chamber of Commerce, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Dallas, Texas, USA.

Section 14 Attorney Fees. In the event an arbitration, suit or action is brought by DCA under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that DCA shall be entitled to reasonable attorneys fees to be fixed by the arbiter, trial court, and/or appellate court.

Section 15 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 16 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Section 17    Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 18    Agreement Binding; Indemnity. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Licensee shall indemnify DCA for any breaches of this license, whether by Licensee or by any entity to which it provides the Licensed Materials.

Section 19    Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 20    Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Section 21    Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

Section 22    Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 23    Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized representative this \_\_\_ day of \_\_\_\_\_, 2008.

**For:** DCA, Inc.  
**“DCA”**

**For:** \_\_\_\_\_  
**“Licensee”**

Signature: \_\_\_\_\_  
Print Name: Michael R. Griffith

Signature: \_\_\_\_\_  
Please Print Name: \_\_\_\_\_

Title: President & COO

Title: \_\_\_\_\_

**Address:**

1515 East Pine Street

**Address**

Address L1: \_\_\_\_\_

Address L2: \_\_\_\_\_

Cushing, Oklahoma

City, State/Province: \_\_\_\_\_

74023

Zip or Country Code: \_\_\_\_\_

USA

Country: \_\_\_\_\_

Phone: 918-225-0346

Phone: \_\_\_\_\_

Fax: 918-225-1113

Fax: \_\_\_\_\_

**Email Address**

Email address of the person signing this agreement:  
\_\_\_\_\_

Name of the person the DDP<sup>®</sup> Specifications should be sent to (please print):  
\_\_\_\_\_

Email address of the person the DDP<sup>®</sup> Specifications should be sent to:  
\_\_\_\_\_

**Version 2.10**

## **Exhibit “A” to License Agreement**

The Licensed Material is DDP 1.0, DDP 2.0 and DDP 2.10 which are generally described as communication protocols which are used to transfer data between one production stage and another in the manufacture of CD (Compact Disc) and DVD (Digital Versatile Disc). DDP<sup>®</sup> documents include the technical specifications of the protocols as well as guidelines for implementation and proper usage of the DDP<sup>®</sup> Specification. DCA is the only and final authority on technical interpretation of DDP<sup>®</sup> documents meanings, usages, definitions and possible exceptions.

## Exhibit “B” to License Agreement

Example DCA DDP® Logo



This logo may be obtained in various formats by contacting:

Product Manager  
DCA, Inc.  
1515 East Pine Street  
Cushing, Oklahoma, 74023  
Phone: (918) 225-0346  
Fax: (918) 225-1113