

Manufacture-on-Demand Volume Agreement

This Manufacture-on-Demand Volume Agreement (“**Agreement**”) is entered into this _____, 20____ (“**Effective Date**”), between **Digital Post, Inc.** d/b/a Analog Free Media (“**Reseller**”), having its principal place of business at 111 E. Ninth St., Lockport, IL 60441, telephone number (815-588-5000), facsimile number (877-883-3348), and _____ (“**Licensed Title Holder**”), having its principal place of business at _____, telephone number _____, facsimile number _____. This Agreement governs the use of Macrovision’s proprietary DVD anti-copy technology and RipGuard anti-ripping technology (the “**Technologies**”) and the application of such to a recordable DVD-Video-R (“**Disc**”). Reseller is authorized to sublicense the Technologies under license from Macrovision Corporation, 2830 De La Cruz Boulevard, Santa Clara, California 95050, USA (“**Macrovision**”) solely in its capacity as a recorder of Content onto Discs in a secure, commercial environment using its own equipment and employees (“**Manufacture-on-Demand Manufacturer**”).

1. **Definitions:**

1.1 “**Content**” means a single motion picture or other videographic program;

1.2 “**Copy Protected Recordable Disc**” means a recordable Disc containing Content, to which a Technology has been applied; and

1.3 “**Manufacture-On-Demand**” or “**MoD**” means recording Content onto Discs in a secure, commercial environment utilizing centralized production facilities. For the avoidance of doubt, MoD does not include: (i) a consumer using a personal computer or connected DVD burner, whether or not such personal computer or connected DVD burner is connected to a wide area distribution network such as the Internet or is otherwise receiving Content for burning to a Disc; (ii) a replicator that uses glass masters, metal stampers, and hot polycarbonates to replicate discs; or (iii) in-store production environments connected to an end consumer ordering system or kiosk.

2. **License:** Reseller may apply the Technologies to Licensed Title Holder’s Content to create Copy Protected Recordable Discs.

3. **Restrictions:** Licensed Title Holder is granted only those rights set out in this Agreement and no other rights. All right, title and interest in and to the Technologies shall at all times remain the sole and exclusive property of Macrovision (or its licensors). Licensed Title Holder will have only Reseller apply the Technologies to Licensed Title Holder’s Content and will only have Reseller create Copy Protected Recordable Discs. Licensed Title Holder will allow Reseller to provide Macrovision with random samples of Copy Protected Recordable Discs from time to time for quality control purposes, and to report to Macrovision, on a confidential basis, total volumes of Copy Protected Recordable Discs produced for Licensed Title Holder.

4. **Disclaimer of Warranties:** THE TECHNOLOGIES ARE LICENSED “AS IS.” NEITHER RESELLER NOR MACROVISION MAKE ANY WARRANTIES WITH RESPECT TO THE TECHNOLOGIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Limitation of Liability:** NEITHER RESELLER NOR MACROVISION IS LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IN EXCESS OF THE AMOUNTS PAID TO RESELLER BY LICENSED TITLE HOLDER, IF ANY, FOR THE CREATION OF COPY PROTECTED RECORDABLE DISCS. NEITHER RESELLER NOR MACROVISION IS LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES.

6. **Representations:** In executing this Agreement, Licensed Title Holder represents that it owns the consumer retail sell-through distribution rights and copyright rights in and to the material being replicated.

7. **Term and Termination:** The term of this Agreement will commence on the Effective Date and continue for one (1) year unless terminated as set forth below. If either party does not comply with this Agreement, the other party may terminate this Agreement if the non-compliance is not remedied within ten (10) days of written notice. This Agreement will terminate automatically upon termination of Reseller's agreement with Macrovision. In such event, Reseller shall notify Licensed Title Holder who should then contact Macrovision for referral to another Macrovision authorized reseller.

8. **Confidentiality:** Except as otherwise specifically stated in this Agreement, each party shall use all commercially reasonable efforts to keep confidential the terms of this Agreement and all other information obtained from the other party pursuant to this Agreement. These obligations shall survive termination, but do not apply to information already known to the recipient, independently developed by the recipient, or otherwise generally available. Licensed Title Holder understands and accepts that Macrovision will be provided with a copy of this Agreement.

9. **Third Party Beneficiary:** The parties hereto expressly agree that, as part of the essential consideration granted herein, Macrovision is a third party beneficiary of this Agreement, and shall be entitled to bring a claim or action to enforce the terms of this Agreement against Licensed Title Holder or Reseller.

10. **Indemnification:** Licensed Title Holder will defend, indemnify and hold harmless Reseller and Macrovision from and against any and all claims, damages, penalties, liabilities and costs of any nature and kind whatsoever (including reasonable attorneys' fees and litigation costs) arising out of or relating to Licensed Title Holder's breach of this Agreement.

11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and to be fully performed in said State.

12. **Assignment:** Licensed Title Holder may not assign this Agreement to any other party without the prior written approval of Reseller, and any such attempt at assignment without such prior written approval will be void.

13. **Attorney's Fees:** In any dispute or litigation between or among the parties (including Macrovision) arising out of or related to this Agreement, the prevailing party therein shall be entitled to have its attorneys' fees, reasonable expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.

Accepted and agreed:

Digital Post, Inc.

LICENSED TITLE HOLDER

By: Digital Post, Inc/ dba: Analog Free Media

By: _____

(Signature)

Name: Timothy L. Montague
(Print)

Name: _____
(Print)

Title: President/CEO

Title: _____

Date: _____