

**ADVANCED ACCESS CONTENT SYSTEM ("AACS")
RESELLER AGREEMENT**

This AACS Authorized Reseller Agreement ("Reseller Agreement") is effective as of _____ (the "Effective Date") by and between Advanced Access Content System License Administrator LLC, a Delaware limited liability company ("AACS LA") and the "Authorized Reseller" named below:

Name of Authorized Reseller

Description of Authorized Reseller's Business

Name of Contact Person

Contact person's Phone No., Address, Fax No., E-mail address

Location of Principal Offices

State or Country of Incorporation

Year of Incorporation

WITNESSETH:

WHEREAS, a group of companies identified below as the Licensors has developed certain technology and methods for data encryption, encryption key management, encryption system renewability, and forensic tracing, which methods are described in the Specifications entitled Advanced Access Content System ("AACS") Specifications (as defined below);

WHEREAS, AACCS LA wishes to preserve the integrity of the AACCS Technology and AACCS Specifications and related components which perform critical functions such as encryption, decryption and authentication and limit the distribution thereof to parties who agree to use and resell and/or redistribute them as required by this Agreement, and;

WHEREAS, Authorized Reseller has agreed to comply with all obligations set out herein;

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms shall have the meanings set forth in this Section 1 or elsewhere in this Reseller Agreement or in another Approved License.

1.3 “AACCS Keys” means, collectively, AACCS Public Keys, Device Keys, Device Key Sets, MKBs, Media Keys, Sequence Keys, certificates, and all other cryptographic values referenced in the Specifications, other than Evaluation Keys, that are made available only by, or at the direction of and under license by, AACCS LA. For clarification, Title Keys are not part of the definition of AACCS Keys for the purpose of this Agreement, however requirements apply to the use and protection of title Keys as otherwise provided in this Agreement and the Compliance and Robustness Rules.

1.4 AACCS Public Keys means cryptographic values used to verify signatures of items signed by AACCS LA as described in the Specifications.

1.5 “AACCS Technology” means the technology and methods for encryption, decryption, encryption key management, encryption system renewability and forensic tracing developed by the Licensors and described in the Specifications, and the AACCS Keys and the Evaluation Keys.

1.6 “Adopter” means an entity that has executed an Adopter agreement and shall include its Affiliates.

1.7 “Adopter Agreement” means the Interim Adopter Agreement, the Adopter Agreement and any other AACCS license agreement (including its Compliance Rules and associated exhibits) signed between AACCS LA and a party designated as “Adopter” that includes substantially similar licensing and covenant provisions to the Interim Adopter Agreement or Adopter Agreement.

1.8 “Affiliate” means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity. “Control” means the possession of beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the Board of Directors or similar managing authority.

- 1.9 “Approved License” means an Adopter Agreement, Content Participant Agreement, Content Provider Agreement, Reseller Agreement, AACCS Online Service Provider Agreement or other license agreement for use of the Specifications and/or AACCS Technology, approved by the Licensors.
- 1.10 “Authorized Reseller” means the entity named at the beginning of this Reseller Agreement that is authorized to receive and/or redistribute Licensed Components in accordance with this Agreement and an Adopter Agreement.
- 1.11 “Compliance Rules” means, with respect to products manufactured under the Adopter Agreement, the requirements set out in Exhibit E, thereof, and, with respect to products manufactured under another Approved License, the requirements of such agreement entitled “Compliance Rules”, in each case, including the Robustness Rules contained therein, and as may be amended from time to time in accordance with the terms of the applicable Approved License.
- 1.12 “Content Participant” means an entity that has executed a Content Participant Agreement that remains in effect, and shall include its Affiliates.
- 1.13 “Content Participant Agreement” means any Approved License entered into by AACCS LA, Licensors and a party designated as a Content Participant that is called an Interim Content Participant Agreement or a Content Participant Agreement by AACCS LA.
- 1.14 “Content Provider” means an entity that has executed a Content Provider Agreement that remains in effect, and shall include its Affiliates.
- 1.15 “Content Provider Agreement” means any Approved License entered into by AACCS LA, Licensors and a provider of Digital Entertainment Content that is called an Interim Content Provider Agreement or a Content Provider Agreement by AACCS LA.
- 1.16 “Device Key” means a cryptographic value used to decrypt portions of a Media Key Block in order to calculate a Media Key, as defined by the technical specifications contained in “AACCS Introduction and Common Cryptographic Elements,” published by AACCS LA.
- 1.17 “Device Key Set” means Device Keys which are provided to Adopter by AACCS LA or its designee for use in a specific device or set of devices.
- 1.18 “Digital Entertainment Content” means audiovisual works and/or sound recordings as defined in 17 U.S.C. § 101, games, ebooks or software and related information or material intended for enjoyment by end-users that may include by way of example and not of limitation, graphics, liner notes, and interviews with or statements by artists, which is: (a) not created by a user of a particular Licensed Product (or, if originally created by a user of a particular Licensed Product, protected by AACCS Technology by or under the direction of a Content Participant or Content Provider as

copyright holder or licensee of the copyright in the user-created material); and (b) offered for transmission, delivery or distribution, either generally or on demand, to subscribers, purchasers, licensees, or the public at large, or otherwise for commercial purposes, not uniquely to an individual or a small, private group.

1.19 “Fellow Reseller” means any entity (including Reseller), which has executed an AACS Reseller Agreement that remains in effect with AACS LA and Licensors.

1.20 “Interim Adopter Agreement” shall mean an Adopter Agreement designated as “interim” by AACS LA.

1.21 “Interim Content Participant Agreement” shall mean a Content Participant Agreement designated as “interim” by AACS LA.

1.22 “Interim Content Provider Agreement” shall mean a Content Provider Agreements designated as “interim” by AACS LA.

1.23 “Licensed Component” means that portion of a component such as an integrated circuit, circuit board, or software module which (i) is manufactured under license from AACS LA and the Licensors, (ii) is designed solely to be and, except in the case of a Robust Inactive Product, is assembled into a Licensed Product, or is sold or otherwise distributed to a Fellow Adopter or an Authorized Reseller solely for resale and/or distribution in accordance with the terms of a Reseller Agreement and the applicable Adopter Agreement; (iii) embodies a portion, but not all, of the requirements of one or more Specifications and/or which, by virtue of the fact that it is not a Licensed Product, does not by itself completely satisfy all of the Compliance Rules; and, (iv) cannot by itself, or with the mere addition of AACS Keys, decrypt any Digital Entertainment Content protected using AACS Technology.

1.24 “Licensors” means Intel GF Inc., International Business Machines Corporation, Panasonic Intellectual Property Corporation of America, Microsoft Corporation, SCA IPLA Holdings, Inc. (“Sony”), Toshiba America Information Systems, Inc., Disney Technology Operations and Licensing, and Warner Bros. Entertainment, Inc.

1.25 “Media Key” means a cryptographic value calculated by processing a Media Key Block using Device Keys, or that is delivered to a Licensed Content Producer, along with the corresponding Media Key Block..

1.26 “Media Key Block” or “MKB” means the encrypted block of keys which is provided for use with AACS Technology and defined by the Specifications.

1.27 “Party” or “Parties” means a party or parties to this Reseller Agreement.

1.28 “Reseller Agreement” means this Agreement and any other agreement between AACS LA, Licensors and an entity that is authorized thereunder to receive and

redistribute Licensed Components, and which is called a Reseller Agreement by AACCS LA.

1.29 “Robustness Rules” means the requirements designated as such in the Compliance Rules as may be amended by the AACCS LA.

1.30 “Sequence Keys” has the meaning set forth in the Specifications.

1.31 “Specification” or “Specifications” means one or more Books, all of which together constitute the “Advanced Access Content System Specifications.”

1.32 “Third Party Beneficiary” means an entity or person entitled to bring a Third Party Beneficiary Claim pursuant this Agreement.

1.33 “Third Party Beneficiary Claim” means a claim brought pursuant to this Agreement and the Adopter Agreement.

2. Handling and Distribution of Licensed Components Authorized Reseller is authorized to receive Licensed Components from Adopters and/or Fellow Reseller and resell and/or redistribute such Licensed Components only in accordance with the following terms:

2.1 No Modifications. Authorized Reseller shall resell or redistribute Licensed Components only as received from an Adopter or Fellow Reseller, and shall not, nor attempt to, rework, modify, copy or reverse engineer any Licensed Component or Licensed Product and shall not assemble or combine any Licensed Component, or Licensed Product with any other Licensed Component or Licensed Product or any other product.

2.2 AACCS Keys. Authorized Reseller shall not, nor attempt to, discover, extract, reveal or disclose, for any purpose whatsoever, any AACCS Keys which may be contained in Licensed Components or Licensed Products.

2.3 Distribution. Licensed Components may be resold or redistributed only to Adopters or Fellow Resellers authorized to receive such Licensed Components to be used and distributed only under the terms of their Approved Licenses. Except as provided herein, Authorized Reseller shall not resell or redistribute Licensed Components.

2.4 Other Licensees. AACCS LA will make available on a quarterly basis a list of Adopters and Fellow Resellers. Authorized Reseller shall not resell or redistribute Licensed Components to any other person or entity not on such list and not authorized to receive such products.

2.5 Controls Against Theft. Authorized Reseller agrees to maintain controls against theft or misappropriation with respect to Licensed Components which are at least

equivalent to the controls that it maintains for other of its similarly sensitive products or components, but in no case shall such controls be less than reasonable to protecting such Licensed Components against theft or misappropriation. .

2.6 **Verification of Delivery:** Authorized Reseller shall use commercially reasonable means of delivery that allow it to track shipments and confirm receipt by the intended Adopter or Fellow Reseller(s) authorized to receive such Licensed Component, and shall immediately report to AACCS LA in the event of any failure to confirm such receipt. Such report shall further indicate whether such Licensed Components contained any AACCS Keys.

2.7 Authorized Reseller is free to set with an Adopter or a Fellow Reseller all other terms of resale or redistribution of Licensed Components which are not established by this Agreement, including terms pertaining to price.

3. **Disclosure of Authorized Reseller Status.** Authorized Reseller acknowledges that AACCS LA shall, and hereby grants AACCS LA permission to (i) include Authorized Reseller on a list published, at least once per quarter, identifying Authorized Resellers eligible to receive Licensed Components; (ii) otherwise disclose its status to inquiring Adopters; or (iii) disclose as required under the AACCS Adopter prior to each sale or distribution of Licensed Components to any entity.

4. Fees

4.1 **Administration Fees.** Within thirty (30) days of the Effective Date, and within thirty (30) days of each anniversary thereof, Authorized Reseller shall pay the Administration Fees as set forth in the Fee Schedule attached hereto as Exhibit A. Authorized Reseller shall not be entitled to any refund thereof for any reason, provided that a pro-rated portion of the latest Administration Fees applicable and paid under the Interim Agreement, if any, shall be credited against the first Annual Administration Fee for any Reseller Agreement entered into by Reseller.

5. Term and Termination

5.1 The authorization granted under this Agreement shall be effective upon Effective Date and thereafter until this Agreement is terminated in accordance with any of the following events:

5.2 **Termination.** This Agreement will terminate twenty (20) years from its Effective Date unless terminated earlier according to this Section.

5.3 Termination by Authorized Reseller. Authorized Reseller shall have the right to terminate this Agreement at any time upon five (5) business days prior written notice to AACCS LA.

5.4 Breach. AACCS LA may terminate this Agreement and Authorized Reseller may terminate this Agreement for any material breach by the other Party, as applicable, by providing timely written notice to the other party and an opportunity to cure the breach. If such material breach is not fully cured within thirty (30) days of receiving such notice the Agreement may be terminated. For avoidance of doubt, failure to pay the Annual Administration fees shall constitute a material breach.

5.5 Avoidance of Legal Liability. AACCS LA may terminate this Agreement in the event AACCS LA determines it is necessary to do so to avoid potential legal liability for AACCS LA, Adopters, Fellow Resellers, Content Participants or Content Providers by providing thirty (30) days written notice to Authorized Reseller.

5.6 Effect of Termination. Upon termination or expiration of this Agreement, all authorizations granted hereunder to Authorized Reseller by AACCS LA shall terminate and Authorized Reseller shall promptly cease all sales and distributions of Licensed Components. Authorized Reseller is not entitled to retain any unsold Licensed Components. Authorized Reseller shall promptly return unsold or all remaining Licensed Components to the relevant Adopter or certify the destruction of such Licensed Components to Adopter and AACCS LA. In the event such destroyed Licensed Components contained AACCS Keys, Authorized Reseller shall provide AACCS LA and Adopter the AACCS Key numbers of such destroyed Licensed Components.

6. Liability for Violation. Failure to comply with the terms of this Agreement, including but not limited to redistribution and/or resale of Licensed Components in violation of this Agreement, will subject Authorized Reseller to legal liability, including injunctions, damages and termination of this Agreement. Authorized Reseller acknowledges that in the event of breach of its obligations hereunder money damages alone will not adequately compensate an injured party, including an injured Third Party Beneficiary, and that injury to such party will be irreparable. In the event of any breach, AACCS LA and/or any Content Participant, shall be entitled to bring an action at law or in equity against Authorized Reseller to enforce the terms of the Agreement and in any such action shall be entitled to specific performance or other temporary, preliminary or permanent injunctive relief. Authorized Reseller further acknowledges that AACCS LA, in addition to any other remedies in equity, but in lieu of any and all other claims for monetary damages may recover liquidated damages for (i) breaches of Section 2.2 in the amount of eight million United States dollars (US\$ 8,000,000); and, (ii) any other material breach of this Agreement in the amount of one million United States dollars (US\$ 1,000,000). Authorized Reseller agrees that Content Participants shall be Third Party Beneficiaries of this Agreement and, as such, are entitled to bring an action for equitable relief as if Authorized Reseller were an Adopter subject to the third party beneficiary terms of the Adopter Agreement.

7. DISCLAIMER & LIMITATION ON LIABILITY

7.1 Generally. The following terms limit the ability of the Authorized Reseller to recover any damages from AACS LA in excess of fees actually paid to AACS LA by Authorized Reseller. These provisions are an essential part of the bargain, without which AACS LA would not be willing to enter into this Reseller Agreement.

7.2 Disclaimer. ALL INFORMATION, AACS TECHNOLOGY, AND SPECIFICATIONS ARE PROVIDED "AS IS." NEITHER AACS LA, LICENSORS NOR THEIR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS RESELLER AGREEMENT. AACS LA, LICENSORS, AND THEIR AFFILIATES FURTHER DISCLAIM ANY WARRANTY THAT ANY IMPLEMENTATION OF THE SPECIFICATIONS, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7.3 Limitation of Liability. NEITHER AACS LA NOR LICENSORS OR THEIR AFFILIATES, NOR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE "AFFECTED PARTIES") OR THEIR AFFILIATES SHALL BE LIABLE TO AUTHORIZED RESELLER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS RESELLER AGREEMENT, INCLUDING TERMINATION OF THE AGREEMENT PURSUANT TO SECTION 6 OR THE AACS TECHNOLOGY, REFERENCE CODE, OR SPECIFICATIONS, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, INTELLECTUAL PROPERTY INFRINGEMENT (DIRECT, CONTRIBUTORY OR OTHERWISE) PRODUCT LIABILITY, REGULATORY OR STATUTORY VIOLATION, OR OTHERWISE. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST ANY OF THE AFFECTED PARTIES NOTWITHSTANDING THE ABOVE LIMITATION, THE AFFECTED PARTIES' AGGREGATE LIABILITY TO AUTHORIZED RESELLER IN CONNECTION WITH THIS RESELLER AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY AUTHORIZED RESELLER TO AACS LA HEREUNDER.

7.4 EXCEPT AS SET FORTH IN SECTION 6, ABOVE, AUTHORIZED RESELLER AND ITS DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES

ACTING IN THEIR CAPACITIES AS SUCH SHALL NOT BE LIABLE TO AACCS LA, LICENSORS, OR THEIR AFFILIATES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. 8. MISCELLANEOUS

8. Miscellaneous

8.1 Ownership. All proprietary information copyrights and patents, and media embodying any of the above shall remain the respective property of AACCS LA, the Licensors, or their suppliers. Except as expressly provided herein, this Interim Reseller Agreement does not give Authorized Reseller any license or other rights to any information provided under this Interim Reseller Agreement.

8.2 Entire Agreement. Except as rights under this Agreement are affected/determined by the terms of Adopter Agreement, Content Participant Agreements, this Interim Reseller Agreement, the exhibits hereto and the Specifications constitute the entire agreement between the parties with respect to the subject matter involved and supersede all prior oral or written agreements. This Reseller Agreement shall not be modified except by written agreement dated subsequent to the date of this Interim Reseller Agreement and signed by all parties.

8.3 Currency. All fees shall be paid to AACCS LA or to its order in United States dollars by wire transfer or such other means as AACCS LA may reasonably specify.

8.4 Assignment. The rights granted to Authorized Reseller by this Reseller Agreement are personal to Authorized Reseller and shall not be assigned or otherwise transferred except: (1) with the written approval of AACCS LA; (2) to a corporation controlling, controlled by or under common control with Authorized Reseller; or (3) to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Authorized Reseller or the surviving entity in a merger, reorganization, or other business combination; provided written notice of such assignment has been provided in advance to AACCS LA and the surviving or acquiring company has agreed in writing to be bound by the terms of this Reseller Agreement. Subject to the limitations set forth in this Reseller Agreement, this Reseller Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. AACCS LA or Licensors may assign or transfer this Reseller Agreement to any person or entity that agrees to assume the transferor's obligations hereunder, and AACCS LA shall provide Authorized Reseller with written notice of such assignment or transfer.

8.5 Presumptions. In construing the terms of this Reseller Agreement, no presumption shall operate in any Party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

8.6 Governing Law. THIS RESELLER AGREEMENT, AND ALL THIRD PARTY BENEFICIARY CLAIMS BROUGHT PURSUANT TO IT, SHALL BE GOVERNED

BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, THE U.S.A., APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE.

8.7 Consent to Jurisdiction. IN CONNECTION WITH ANY LITIGATION BETWEEN THE PARTIES HERETO OR IN CONNECTION WITH ANY THIRD PARTY BENEFICIARY CLAIM ARISING OUT OF OR RELATING TO THIS RESELLER AGREEMENT, EACH PARTY IRREVOCABLY CONSENTS TO: (1) THE EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, N.Y., THE U.S.A. WITH RESPECT TO THIRD PARTY BENEFICIARY CLAIMS, AUTHORIZED RESELLER CONSENTS TO JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF LOS ANGELES, CALIFORNIA; AND (2) THE SERVICE OF PROCESS OF SAID COURTS IN ANY MATTER RELATING TO THIS RESELLER AGREEMENT BY PERSONAL DELIVERY BY OVERNIGHT MAIL OR INTERNATIONAL COURIER, WHICH REQUIRES SIGNING ON RECEIPT, POSTAGE PREPAID, TO THE PARTIES AT THE ADDRESS SPECIFIED IN THIS RESELLER AGREEMENT, OR TO THE AGENT TO BE APPOINTED PURSUANT TO SECTION 8.8 BELOW. THE PARTIES AGREE TO WAIVE A JURY TRIAL ON ANY ACTION ARISING OUT OF OR RELATING TO THIS RESELLER AGREEMENT.

8.8 Agent. AUTHORIZED RESELLER SHALL APPOINT AGENTS IN THE STATES OF NEW YORK AND CALIFORNIA FOR ACCEPTANCE OF SERVICE OF PROCESS PROVIDED FOR UNDER THIS RESELLER AGREEMENT AND SHALL NOTIFY AACS LA OF THE IDENTITY AND ADDRESS OF SUCH AGENT WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE.

8.9 Notice. Any notice required to be given under this Reseller Agreement shall be in writing and shall be by overnight mail or international courier, which requires signing on receipt, postage prepaid, to the parties at the address specified in this Reseller Agreement. Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any Party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address. For the avoidance of doubt, invoices under this Reseller Agreement may be delivered by email or regular mail to such address as is designated by Authorized Reseller.

8.10 Severability; Waiver. Should any part of this Reseller Agreement judicially be declared to be invalid, unenforceable, or void, the parties agree that the part or parts of this Reseller Agreement so held to be invalid, unenforceable, or void shall be reformed by the entity having jurisdiction thereover without further action by the parties hereto and only to the extent necessary to make such part or parts valid and enforceable. A waiver by any of the parties hereto of any of the covenants or promises to be performed by the other parties or any breach thereof 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.

SO AGREED AS OF THE DATE FIRST ABOVE WRITTEN.

This Reseller Agreement may be executed in multiple counterparts.

AACS LA:

Authorized Reseller:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Addresses for notices.

AACS LA:

Authorized Reseller:

AACS LA, LLC
c/o AACS Administration
3855 SW 153rd Drive
Beaverton, Oregon 97006 USA

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EXHIBIT A

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For review only -
Not for execution

EXHIBIT B

Reseller Fees

1. Annual Administrative Fees. As provided in Section 5 of this Reseller Agreement, administrative fees are used to offset the costs associated with the AACS LA's administration of the AACS Technology. As a result, the administrative fees may vary in subsequent years due to an increase or decrease in AACS LA's administrative costs.

AACS Authorized Reseller

US\$ 5,000.00

2. Routing of Payments

All fees shall be paid to AACS LA or to its order in United States dollars by wire transfer or such other means as AACS LA may reasonably specify.

AACS LA shall provide wire transfer directions with each invoice, or upon request by Adopter.

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