

CPRM FOR eBook ADDENDUM

(For CPRM/CPM Adopters)

This CPRM for eBook Addendum (the “Addendum”), dated as of _____, 201_, (the “Effective Date”) is made by and among the CPRM for eBook Adopter named below, 4C Entity LLC (“4C LLC”) and the Founders

WHEREAS, the Founders have negotiated certain agreements, including a Founders Agreement and Adopter Agreement, regarding the licensing of certain technologies developed by the Founders for the methods of encryption, data decryption, and renewability for purposes of protecting certain digital content from unauthorized interception and copying (collectively, the “4C Technology”);

WHEREAS, the Founders wish to enable uses of certain portions of the 4C Technology, namely CPRM (as defined in the Adopter Agreement) for purposes of content protection;

WHEREAS, the CPRM for eBook Adopter named below has entered into that certain 4C CPRM/CPM License Agreement (“Adopter Agreement”), which has a respective Effective Date of _____; and

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. Except as otherwise provided in the definitions below, all capitalized terms shall have the meaning attributed to them in the Adopter Agreement.
 - 1.1 “Authorized Use” means such a use that is set out in Exhibit A of this Addendum, as may be amended from time to time.
 - 1.2 “CPRM for eBook” means the methods for encryption and decryption of CPRM for eBook Content, and renewability developed by the Founders for use with recordable media (“CPRM”), including the C2 Block Cipher and the AES Block Cipher.

1.3 “CPRM for eBook Content” means e-book content which may include associated audio and/or audiovisual material, which is (a) not created by the user of such content and (b) offered for transmission, delivery or distribution either generally or on demand, to subscribers or purchasers of the public at large, or otherwise for commercial purposes, but not offered uniquely to an individual or a small private group, provided that any data that conveys information or instructions for the use of such content, and any information or data used for the purpose of encrypting or decrypting said content shall be considered CPRM for eBook Content. For purposes of this definition, “e-book content” includes literary, pictorial and/or graphic works, such as novels, magazines, news, textbooks, maps, photo albums, cartoons (including for instance, manga) etc.

1.4 “eBook Necessary Claims” means those Necessary Claims which are required for the use of CPRM in one or more of the Authorized Uses set out in Exhibit A attached hereto, and are exclusive of the Necessary Claims set forth in the Adopter Agreement. For the avoidance of doubt, such eBook Necessary Claims are not meant to displace or otherwise affect the scope or definition thereof.

2 License. For so long as the Adopter Agreement between CPRM for eBook Adopter, the Founders and 4C LLC is in full force and effect and the CPRM for eBook Adopter is not in default thereunder, the licenses granted by Founders and 4C LLC under the CPRM for eBook Adopter’s Adopter Agreement are hereby extended to cover the use of CPRM to protect CPRM for eBook Content according to one or more of the Authorized Uses set out in Exhibit A hereto, as may be amended by the Founders from time to time. The licenses granted under this Section 2 shall not apply to the use of CPRM for the protection of CPRM for eBook Content for which CPRM for eBook Adopter is prohibited by law or other relevant government regulation from applying such protection.

3 Expansion of Reciprocal Non Assertion Covenant. In addition to all of its obligations as set forth in the Reciprocal Non-Assertion Covenant provided in the Adopter Agreement, currently Section 2.7, CPRM for eBook Adopter, on behalf of itself and its Affiliates, further promises not to assert or maintain against Founders, Licensor, any entity which has executed a document substantially similar to this Addendum (“Fellow CPRM for eBook Adopter”), or their

Affiliates or any vendor, distributor, purchaser or other person in the chain of distribution of CPRM for eBook Content, any claim of infringement under Fellow CPRM for eBook Adopters' eBook Necessary Claims, and accepts the promise of Fellow CPRM for eBook Adopters, not to assert or maintain any claim of infringement under Fellow CPRM for eBook Adopters' and Affiliates' respective eBook Necessary Claims, and provided that such promise does not extend to any Fellow CPRM for eBook Adopter which is asserting its eBook Necessary Claims against the promissor, Founders, Licensor, Fellow CPRM for eBook Adopter and Affiliates thereof where the promissor is not in breach of its obligations under its Adopter Agreement and/or this Addendum. This section applies whether any particular Fellow CPRM for eBook Adopter has executed its respective Addendum before or after CPRM for eBook Adopter executes this Addendum. For avoidance of doubt, all details and limitations regarding the Reciprocal Non-Assertion Covenant provided in the Adopter Agreement apply *mutatis mutandis* to this expanded Reciprocal Non-Assertion Covenant as if written here in full.

- 4 No Other Licenses. Except for the rights expressly provided by this Addendum, neither Founder nor 4C LLC grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights. Specifically, nothing in this Addendum shall be construed as a grant of a right to distribute copyrighted content in any manner not authorized by the copyright owner and/or relevant law.
- 5 Limited Effect. This Addendum shall not be construed to waive any Founder's or 4C LLC's rights under law or any other agreement except as expressly set out here.
- 6 Compliance Rules. CPRM for eBook Adopter shall be obligated to comply with all Compliance Rules set out in Exhibit B attached hereto. For avoidance of doubt, even when adjunctive audio and/or audiovisual are included in CPRM for eBook Content, Compliance Rules defined in the Adopter Agreement shall not apply.
- 7 No Amendment. Except to the extent contrary to the provisions of this Addendum, the provisions of the Adopter Agreement entered into by CPRM for eBook Adopter shall be incorporated by reference herein and made a part hereof.

8 Conflicting Terms. To the extent any terms of this Addendum conflict with the terms of the Adopter Agreement, the terms of this Addendum shall control.

Remainder of Page Intentionally Left Blank

In witness of their agreement, the parties have executed this Addendum below. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together shall constitute one and the same instrument. The parties hereto confirm that any facsimile copy of another party's executed counterpart of this Addendum (or its signature page) will be deemed to be an executed original thereof.

International Business Machines Corp.

By: _____
Name: _____
Title: _____
Date: _____

Intel Corporation

By: _____
Name: _____
Title: _____
Date: _____

**Panasonic Intellectual Property Corporation
of America**

By: _____
Name: _____
Title: _____
Date: _____

Toshiba America Information Systems, Inc.

By: _____
Name: _____
Title: _____
Date: _____

4C Entity LLC

By: _____
Name: _____
Title: _____
Date: _____

CPRM for eBook Adopter

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
CPRM for eBook
Authorized Uses

The following uses of CPRM constitute Authorized Uses, pursuant to Section 2 of this Addendum.

1. SD-SD eBook

CPRM for eBook is authorized to be used in Licensed SD-SD eBook Products for protection of CPRM for SD-SD eBook Content in compliance with the CPRM for SD-SD eBook Specification.

As used in this Exhibit, the following terms have the following meaning

1. “CPRM for SD-SD eBook Content” means CPRM for eBook Content protected by the method defined in the CPRM for SD-SD eBook Specification.
2. “Licensed SD-SD eBook Product” means a product complying with applicable CPRM for SD-SD eBook Specification and the applicable Compliance Rules in this Exhibit B-1.
3. “CPRM for SD-SD eBook Specification” means the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD (Separate Delivery) eBook Profile Part.”

**EXHIBIT
B-1**

**CPRM COMPLIANCE RULES FOR
SD-SD EBOOK**

1. DEFINITIONS

Harmonization. Where a term is not defined in these Compliance Rules, the definitions in the Adopter Agreement and the Addendum shall apply

- 1.1 “Bound Recording Method” means a method for recording content that effectively and uniquely associates such recording with a single Licensed SD-SD eBook Product (using a cryptographic protocol or other effective means) so that such recording cannot be accessed in usable form by another product except where the content of such recording is passed to another product as permitted under this Exhibit B-1.
- 1.2 “Commercially Adopted Access Control Method” means (a) a method of delivery of content that is an Authorized Output listed on Table C and Table M hereto and (b) any other method of delivery of content by which content is rendered not viewable or accessible other than through a commercially adopted access control method (e.g., CPPM, CPRM, CSS, Digicypher, Harmony, DBS, or other digital access control technologies, digitally controlled analog scrambling systems, whether now or hereafter in commercial use) that a particular Licensed Product is authorized to use.
- 1.3 “Computer Product” means a device that is designed for or permits the end user to install a wide variety of commercially available software applications thereon, including, but not limited to, personal computers, handheld “Personal Digital Assistants,” and the like and further includes a subsystem of such a device, such as a graphics card.
- 1.4 “Computer Monitor Output” means a connector for an analog or digital monitor typically found and associated with a Computer Product and which carries uncompressed analog and/or digital video signals.
- 1.5 “Decrypted CPRM SD-SD eBook Content” means, with respect to a

Licensed SD-SD eBook Player, CPRM for SD-SD eBook Content that has been decrypted by such player using CPRM for eBook but has not been passed to an Authorized Output on the Table P.

- 1.6 “Licensed SD-SD eBook Player” means a Licensed SD-SD Product capable of playback of CPRM for SD-SD eBook Content.
- 1.7 “Licensed SD-SD eBook Recorder” means a Licensed SD-SD Product capable of recording CPRM for SD-SD eBook Content onto SD Memory Cards.
- 1.8 “Print Out” means output of rendering-ready image of Decrypted CPRM for SD-SD eBook Content to paper, printer or a printer driver. The printer driver may create an electronic document file of the rendering-ready image including PDF as defined in the portable document specification designated as ISO/IEC 32000-1:2008, found at www.iso.org/iso/.
- 1.9 “Transitory Image” means data that has been stored temporarily for the sole purpose of enabling a function not prohibited by Exhibit C in the Adopter Agreement but that (a) does not persist materially after such function has been performed and (b) is not stored in a way that permits copying or storing of such data for other purposes.

2. REQUIREMENTS FOR LICENSED SD-SD EBOOK RECORDER

- 2.1 **Input.** Licensed SD-SD eBook Recorders shall not use CPRM to protect copies of content other than content received via a Commercially Adopted Access Control Method. With respect to the recording of content received via a Commercially Adopted Access Control Method, note that Licensed SD-SD eBook Recorders follow the requirements of such method in determining usage rules such as copy permission settings of any authorized copy made using CPRM. A Licensed SD-SD eBook Recorder shall not record supplementary video material at a resolution above 520,000 pixels per frame except using the AES-CPRM as described in the Specification.

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- 2.2 **Transitory Image.** For the avoidance of doubt, the creation of Transitory Images is permitted and does not impact the rights associated with CPPM for SD-SD eBook Content.
- 2.3 **Copy.** Copy is allowed only when permissions are set to permit copying in accordance with the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD eBook Part.” A Licensed SD-SD eBook Recorder shall not pass any CPRM for SD-SD eBook Content to be copied except using technologies listed on Table C.
- 2.4 **Move.** Move is allowed only when permissions are set to permit move in accordance with the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD eBook Part.” A Licensed SD-SD eBook Recorder shall not pass any CPRM for SD-SD eBook Content to be moved except using technologies listed on Table M.
- 2.5 **Robustness Rules.** The Robustness Rules contained in Exhibit C-3 of the Adopter Agreement shall apply to Licensed SD-SD eBook Recorders as Participating Devices.

3. REQUIREMENTS FOR LICENSED SD-SD EBOOK PLAYERS

- 3.1 **Output.** A Licensed SD-SD eBook Player shall not pass Decrypted CPRM SD-SD eBook Content to any output except as permitted, and where applicable using technologies, on Table P. Note that as output, audio part of CPRM for SD-SD eBook Content does not include any device-generated speech from text in the content unless such output is allowed or specified by the content owner.
- 3.2 **Transitory Image.** For the avoidance of doubt, the creation of Transitory Images is permitted and does not impact the rights associated with CPPM for SD-SD eBook Content.

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- 3.3 **Copy.** Copy is allowed only when permissions are set to permit copying in accordance with the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD eBook Part.” A Licensed SD-SD eBook Player shall not pass any CPRM for SD-SD eBook Content to be copied except using technologies listed on Table C.
- 3.4 **Move.** Move is allowed only when permissions are set to permit move in accordance with the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD eBook Part.” A Licensed SD-SD eBook Recorder shall not pass any CPRM for SD-SD eBook Content to be moved except using technologies listed on Table M.
- 3.5 **Print Out.** Print Out is allowed only pursuant to permissions set in accordance with the technical specifications entitled “Content Protection for Recordable Media Specification SD Memory Card Book SD-SD eBook Profile Part.”
- 3.6 **Robustness Rules.** The Robustness Rules contained in Exhibit C-3 of the Adopter Agreement shall apply to Licensed SD-SD eBook Players as Participating Devices.

TABLE C
SD-SD eBook Authorized Outputs for copy

SD-SD eBook Authorized Outputs for copy	Associated Restrictions and Obligations
CPRM	Restricted according to Usage Rules.
Bound Recording Method	Restricted according to Usage Rules.

TABLE M
SD-SD eBook Authorized Outputs for move

SD-SD eBook Authorized Outputs for move	Associated Restrictions and Obligations
CPRM	Restricted according to Usage Rules.
Bound Recording Method	Restricted according to Usage Rules.

TABLE P
SD-SD eBook Authorized Outputs for playback

SD-SD eBook Authorized Outputs for playback	Associated Restrictions and Obligations
Analog video outputs	No restriction
Digital video outputs	Authorized Outputs only
Digital audio outputs	No restriction
Analog audio outputs	No restriction

Authorized Output

DTCP	Baseband only
HDCP	No restriction
Computer Monitor Outputs (Digital)	No restriction