4C VERIFICATION TEST TOOL ADDENDUM

WHEREAS, 4C Entity, LLC ("4C") and 4C Founders have developed and licensed 4C Technology for protection of audiovisual and audio commercial entertainment content from certain unauthorized consumer uses;

WHEREAS, Adopter is an Adopter in good standing under the 4C CPRM/CPPM Technology License Agreement ("Adopter Agreement") and desires to use 4C Technology to make, distribute and/or use a Verification Test Tool;

WHEREAS, 4C and 4C Founders desire to permit Adopter and Fellow Verification Test Tool Adopters to make and distribute Verification Test Tools and Verification Test Tool Adopter, Fellow Verification Test Tool Adopters, and Adopters signing the attached acknowledgement and agreement to use Verification Test Tools for the purposes set forth in this Addendum;

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 used in this Addendum shall have the same meaning as set forth in the Adopter Agreement.

1.1 "Verification Test Tool" means a product that is designed for use with a Licensed Product or Licensed Component to test such Licensed Product or Licensed Component by decrypting audiovisual content that has been encrypted using CRPM so as to verify that the plain text audiovisual stream data is compliant with the audiovisual content specification applicable to the format in which the audiovisual content is encoded (e.g., the audiovisual specification of the SD Card Association), provided that a Verification Test Tool is not a Licensed Component but, except as may otherwise be specifically provided in this Addendum, shall be considered and treated for all purposes under the License Agreement and Compliance Rules as if it were a Licensed Component. For the avoidance of doubt, the Licensed Verification Test Tool shall not contain 4C Highly Confidential Information or 4C Confidential Information but shall, instead, be designed to be used with 4C Highly Confidential Information and 4C Confidential Information supplied by each user of the Licensed Verification Test Tool.

1.2 "Verification Test Tool Addendum" means an addendum to the 4C Adopter Agreement that is in substantially the same form as this addendum.

1.3 "Verification Test Tool Addendum Fellow Adopter or Fellow Verification Test Tool Adopters" means an Adopter that has executed a 4C Verification Test Tool Addendum that is in full force and effect.

2. **LICENSES**

2.1 Upon execution of this Addendum, and subject to Adopter's (i) remaining an Adopter in good standing under the Adopter's Adopter Agreement; and (ii) compliance with all of the terms and conditions of this Addendum, including but not limited to, payment of all fees required hereunder and the scope of use set forth in Section 3, each Founder (or its Affiliate which has the right to sublicense the Necessary Claims) grants to Verification Test Tool Adopter and Verification Test Tool Adopter accepts from each Founder (or such Affiliate) (in accordance with the terms and provisions of Section 6 of Adopter's Adopter Agreement) a nonexclusive, nontransferable, nonsublicensable, revocable worldwide license under the Necessary Claims of such Founders and Licensor grants to Verification Test Tool Adopter and Verification Test Tool Adopter accepts from Licensor a nonexclusive, nontransferable, nonsublicensable, revocable, worldwide license under those trade secrets and copyrights embodied in the Specifications to use the 4C Technology to make (including designing and developing), have made (including have designed and have developed by third parties for the sole account of the Verification Test Tool Adopter, subject to Sections 5.2.2 and 5.3.2 of Verification Test Tool Adopter's Adopter Agreement), use, offer to sell, sell, import, reproduce, modify, distribute, display, perform or otherwise transfer Verification Test Tools; provided that Verification Test Tools shall be sold or transferred only to Fellow Verification Test Tool Adopters, or to Fellow Adopters that have executed and returned to Verification Test Tool Adopter a copy of the attached acknowledgement and agreement, for use in accordance with the scope of use set forth in Section 3, below, provided that such license granted in Section 2.3, shall not extend to Adopter if Adopter is in violation of Section 2.7 of Verification Test Tool Adopter's Adopter Agreement.   For the avoidance of doubt, the licenses granted above shall be understood to permit Verification Test Tool Adopter to receive and use a Verification Test Tool made by a Fellow Verification Test Tool Adopter, provided that such use is in accordance with the scope of use set forth in Section 3, below.

2.2 Expansion of Reciprocal Non Assertion Covenant. Verification Test Tool Adopter, on behalf of itself and its Affiliates, in addition to the Reciprocal Non-Assertion Covenant provided in the Adopter Agreement, further promises not to assert or maintain against Founders, Licensor, Fellow Verification Test Tool Adopters, Affiliates thereof or any vendor, distributor, purchaser or other person in the chain of distribution, and accepts the promise of Fellow Verification Test Tool Adopters not to assert or maintain any claim of infringement under Fellow Verification Test Tool Adopters' and Affiliates' respective Necessary Claims, as well as under any trade secrets or copyrights in the Specifications, to the extent such Necessary Claims and/or trade secrets or copyrights are not already implicated in the Reciprocal Non-Assertion Covenant provided in the Adopter Agreement, for the use of 4C Technology in Verification Test Tools, and provided that such promise does not extend to any Fellow Verification Test Tool Adopter which is asserting its Necessary Claims against the promissor, Founders, Licensor, Fellow Verification Test Tool Adopter and Affiliates thereof where the promissor is not in

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breach of its obligations under its Adopter Agreement and/or Verification Test Tool Addendum. This section applies whether any particular Fellow Verification Test Tool Adopter has executed its respective Addendum before or after Verification Test Tool Adopter executes this Addendum.

3. **SCOPE OF USE.**   The licenses and non-assertion covenants under Sections 2 shall extend only to the use of 4C Technology solely to the extent disclosed with particularity in the Specifications and solely for the purpose of making (or having made), using, or distributing to Fellow Verification Test Tool Adopters a Verification Test Tool to perform tests and evaluations to determine whether the audiovisual commercial entertainment content that has been encrypted using CPRM upon decryption produces as stream that is in compliance with the specifications for the format in which the audiovisual content is encoded. For the avoidance of doubt, neither the licenses granted nor the non-assertion covenants under Sections 2 extend to any Commercial Content that was encrypted using CPRM.

4. **RELATIONSHIP OF ADDENDUM TO ADOPTER AGREEMENT.** All of the provisions of Verification Test Tool Adopter's Adopter Agreement shall remain in full force and effect, provided that this Addendum provides supplemental licenses, authorizations, and requirements and all provisions of the Adopter Agreement shall apply to the use of those supplemental licenses, authorizations, and requirements by Adopter except as specifically provided in this Addendum. For avoidance of doubt, the third party beneficiary provisions of the Adopter Agreement shall apply to Verification Test Tools made pursuant to this Addendum as if such Verification Test Tools were made under the main Adopter Agreement.

5. **TERM AND TERMINATION**. The term of this Addendum shall be co-terminous with the term of Adopter's Adopter Agreement and shall be subject to the same termination provisions as are provided in the Adopter Agreement, provided that a material breach of the provisions of this Addendum shall be grounds to terminate the Adopter's Adopter Agreement pursuant to the "termination for breach" provisions of such Adopter Agreement.

SO AGREED AS OF THE DATE FIRST BELOW WRITTEN.

This Agreement may be executed in multiple counterparts.

4C: Adopter:

By: _____   By: _____

Name: Jacob Pak_____   Name: _____

Title: Manager_____   Title: _____

Date:_____   Date:_____

International Business Machines Corp.   Intel Corporation
New Orchard Road   2200 Mission College Boulevard
Armonk, New York 10504   Santa Clara, California 95052

By: _____   By: _____

Name: Jacob Pak_____   Name: Jacob Pak_____

Title: Attorney-in-fact_____   Title: Attorney-in-fact_____

Date: _____   Date: _____

Panasonic Intellectual Property   Toshiba America Information Systems, Inc.
Corporation of America   9740 Irvine Boulevard
One Panasonic Way   Irvine, California 92618
Secaucus, New Jersey 07094

By: _____   By: _____

Name: Jacob Pak_____   Name: Jacob Pak_____

Title: Attorney-in-fact_____   Title: Attorney-in-fact_____

Date: _____   Date: _____

Acknowledgement and Agreement by Adopter Recipient of Verification Test Tool

The undersigned company hereby confirms that it is a 4C Adopter in good standing and that it understands and agrees that the Verification Test Tool with which it is being provided is a Licensed Component under the undersigned's 4C CPRM/CPPM Technology License Agreement ("4C Agreement"). Accordingly, the undersigned affirms and agrees that it will use the Verification Test Tool as a Licensed Component subject to the 4C Agreement, provided that it will not sell or otherwise transfer or distribute such Verification Test Tool to any other party, whether such party is a 4C Adopter or not. To the extent that the undersigned's Affiliates may make use of the Verification Test Tool, the undersigned hereby confirms that it shall be responsible for its Affiliates' proper use of the Verification Test Tool.

Signed and agreed:

4C Adopter Provider of Verification Tool:

_____

By: _____

Title:_____

Date:_____

4C Adopter Recipient of Verification Test Tool:

_____

By:_____

Title_____

Date:_____