



1. Limitation on Liquidated Damages. 4C Entity, LLC commits that it is prepared to offer the following to any Evaluation/Development Licensee that is not also a Production/Sale Licensee: For so long as an Evaluation/Development Licensee elects to be an Evaluation/Development Licensee under Section 2.2 of the Adopter Agreement, and does not elect to be a Production/Sale Licensee under Section 2.3 of the Adopter Agreement, and upon request, such Licensee's liability for a material breach of the Confidentiality Provisions set forth in Section 5 of the Agreement shall be \$100,000 U.S. dollars, notwithstanding any other provision of the Adopter Agreement.

2. Renewal of License Agreement. The 4C Entity, LLC hereby confirms that, upon the Expiration Date of its Evaluation/Development license, the Evaluation/Development license of an Evaluation/Development Licensee will be renewable on an annual basis, in accordance with the changes made by 4C as described below and upon payment of the then-applicable annual Evaluation/Development Administrative Fee. This renewability will continue indefinitely, so long as such Licensee continues to engage in the activities licensed pursuant to the Evaluation/Development license and so long as 4C continues to offer an Evaluation/Development license. Renewability will not be applicable as to any particular Licensee if such Licensee's license is earlier terminated in accordance with Sections 6.1.2-6.1.6 of the Adopter Agreement. The above commitment by 4C is based on the understanding that the Evaluation/Development Administrative Fee required under Section 4.1 is used to offset the costs associated with the 4C's administration of the 4C Technology. As a result, the Administrative Fees may vary in subsequent years due to an increase or decrease in 4C's administrative costs. Further, the above commitment is based on the fact that 4C may amend the Adopter Agreement from time to time, as provided in the Adopter Agreement, and an Evaluation/Development Licensee will be bound by such changes in any renewal described above.