

## **AACS HD DVD ADDENDUM TO THE AACS LICENSE AGREEMENT**

This AACS HD DVD Addendum to the AACS License Agreement (“Addendum”) is effective as of \_\_\_\_\_ (the “Addendum Effective Date”) by and between Advanced Access Content System License Administrator LLC, a Delaware limited liability company (“AACS LA”), the “Licensors” as defined in the Interim License Agreement and the “Licensee” named below:

### **WITNESSETH:**

WHEREAS, Licensee has executed an AACS Adopter Agreement, AACS Content Participant Agreement or AACS Content Provider Agreement having an Effective Date of \_\_\_\_\_ (the “License Agreement”), and is currently a licensee in good standing;

WHEREAS, AACS LA has determined that certain obligations in the License Agreements may, as of the Addendum Effective Date, be unnecessary and/or inappropriate in the case of the implementation of the AACS Technology for use with the HD DVD format;

WHEREAS, Licensee wishes to be relieved of such obligations until such time as AACS LA has determined that application of them to the HD DVD format is warranted, 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. **DEFINED TERMS.** Capitalized terms not defined herein shall have the meaning provided in the License Agreement.
2. **APPLICABLE FORMAT.** This Addendum shall apply to the use of the AACS Technology as set out in the following Specifications, and only in association with the HD DVD format, licensed by the DVD Forum:
  - 2.1 Introduction and Common Cryptographic Elements Book
  - 2.2 Pre-recorded Video Book
  - 2.3 Recordable Video Book
  - 2.4 Prepared Video Book
  - 2.5 HD DVD and DVD Pre-recorded Book
  - 2.6 HD DVD and DVD Recordable Book
  - 2.7 HD DVD and DVD Prepared Video Book
3. **MANAGED COPY & WATERMARK.**
  - 3.1 The following sections (to the extent such section apply to Managed Copy and/or Watermark) of Licensee’s License Agreement, the Compliance

Rules, Specifications and other applicable sections related to Managed Copy and Watermark (“HD DVD MC/WM Provisions”) shall not apply to Licensee, are hereby excluded from the operation of Licensee’s License Agreement and are not licensed for use by Licensee until such time as AACS LA reinstates the HD DVD MC/WM Provisions pursuant to this Addendum.

- 3.1.1 Sections 2.2, 2.3, 3.5 and 3.6 of the AACS Adopter Agreement (as well as related provisions regarding third-party beneficiary rights to enforce such Sections);
  - 3.1.2 Sections 2.2, 2.3 and 5.1 through 5.9 of the AACS Content Participant Agreement (as well as related provisions regarding third-party beneficiary rights to enforce such Sections);
  - 3.1.3 Sections 2.2, 2.3 and 5.1 through 5.9 of the AACS Content Provider Agreement (as well as related provisions regarding third-party beneficiary rights to enforce such Sections);
  - 3.1.4 Chapter 5 of the AACS Introduction and Common Cryptographic Elements Book;
  - 3.1.5 Chapter 5 of the AACS Pre-recorded Video Book;
  - 3.1.6 Chapter 5 of the AACS Prepared Video Book;
  - 3.1.7 Chapter 5 of the AACS HD DVD and DVD Pre-recorded Book;
  - 3.1.8 Chapter 5 of the AACS HD DVD and DVD Prepared Video Book, and;
  - 3.1.9 Part 4 of the Compliance Rules
- 3.2 For the avoidance of doubt, the making or offering of a Managed Copy is not permitted, nor is the embedding or detection of the the AACS No Home Use State and/or AACS Trusted Source State by Licensee, until such time as the HD DVD MC/WM Provisions are reinstated as described herein.
- 3.3 For the avoidance of doubt, this Addendum applies to only those portions of a Licensed Product which implement the HD DVD format. For devices which implement the HD DVD format and one or more other formats, such other format implementations are governed by all of the obligations set forth in Licensee’s License Agreement with respect to such other format implementations.
- 3.4 Notwithstanding the foregoing, and without limitation as to other non-assertion obligations in Licensee’s License Agreement, Licensee’s non-assertion obligations to the Licensors and AACS LA, as provided in the following sections, and the equivalent provision of any other License Agreement, shall continue to apply:
- 3.4.1 AACS Adopter Agreement, Section 2.6.5;
  - 3.4.2 AACS Content Participant Agreement, Section 2.4.6

4. **REINSTATEMENT OF HD DVD MC/WM PROVISIONS.** At any time after AACS LA has reasonably determined (1) that prerecorded entertainment content on the HD DVD format or other entertainment content in a form directed to the HD DVD format that would conform to the definition of a Mandatory LCP Unit, as that term is defined in the License Agreement, is again being released in commercial quantities such that a resurgence in the HD DVD market has occurred or (2) that the sale of new HD DVD products in the market has significantly increased over current levels, and AACS LA determines that reinstatement of the HD DVD MC/WM Provisions is warranted to maintain the efficacy of the AACS system, AACS LA may, with at least twelve (12) months written notice to Licensee, reinstate the HD DVD MC/WM Provisions.
5. **FEES.**
  - 5.1 **Administrative Fees.** The Administrative Fees set out in the License Agreement shall not be increased due to this Addendum.
  - 5.2 **Key Fees.** The Key Fees set out in Exhibit B of the License Agreement shall apply equally to AACS Key for the HD DVD format.
6. **DISCLAIMER AND LIMITATION OF LIABILITY.** The disclaimers and limitations of liability as set forth in the License Agreement shall apply to the activities licensed pursuant to this Addendum.
7. **RELATIONSHIP OF ADDENDUM TO LICENSE AGREEMENT.** Except as otherwise provided in this Addendum, all of the provisions of Licensee's License Agreement shall remain in full force and effect, provided that this Addendum provides supplemental licenses, authorizations, and requirements and all provisions of the License Agreement shall apply to the use of those supplemental licenses, authorizations, and requirements by Licensee except as specifically provided in this Addendum.
8. **TERM AND TERMINATION.** The term of this Addendum shall be co-terminous with the term of Licensee's License Agreement and shall be subject to the same termination provisions as are provided in Licensee's License Agreement, provided that a material breach of the provisions of this Addendum shall be grounds to terminate the Licensee's License Agreement pursuant to the "termination for breach" provisions of such License Agreement.

**Continued on following page.**

SO AGREED AS OF THE ADDENDUM EFFECTIVE DATE ABOVE.

This Agreement may be executed in multiple counterparts.

**AACS LA:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Licensee:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Addresses for notices

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

Licensee:  
\_\_\_\_\_  
\_\_\_\_\_

Intel GF Inc.  
2200 Mission College Boulevard  
Santa Clara, California 95052 USA

International Business Machines Corp.  
New Orchard Road  
Armonk, New York 10504 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

Panasonic Intellectual Property  
Corporation of America  
1 Panasonic Way  
Secaucus, New Jersey 07094 USA

Microsoft Corporation  
1 Microsoft Way  
Redmond, Washington 98052 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

**Signatures continued next page.**

SCA IPLA Holdings, Inc. (Sony)  
550 Madison Avenue, 27th Floor  
New York, NY 10022 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

Disney Technology Operations  
and Licensing  
500 S. Buena Vista Street  
Burbank, California 91521 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

Toshiba America Information Systems, Inc.  
9740 Irvine Boulevard  
Irvine, California 92618 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

Warner Brothers Entertainment, Inc.  
4000 Warner Boulevard  
Los Angeles, California 91522 USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact  
Date: \_\_\_\_\_

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