

AACS CBHD ADDENDUM TO THE AACS INTERIM LICENSE AGREEMENT

This AACS CBHD Addendum to the AACS License Agreement (“CBHD 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 Interim Adopter Agreement, AACS Interim Content Participant Agreement or AACS Interim Content Provider Agreement having an Effective Date of _____ (the “Interim License Agreement”), and is currently a licensee in good standing;

WHEREAS, AACS LA has created the document entitled “AACS CBHD Pre-recorded Book” (“AACS CBHD Specification”) to adapt the AACS Technology for use on CBHD discs, and the AACS CBHD Specification is a Specification, as defined in the Interim License Agreement;

WHEREAS, Licensee’s Interim License Agreement is about to expire, and Licensee wishes to extend such Interim License Agreement for the purpose of using the AACS Technology for use with CBHD until such time as AACS LA determines that the anticipated Final Adopter Agreement, Final Content Participant Agreement and Final Content Provider Agreement (the “Final Agreements”) shall apply;

WHEREAS, Licensee wishes to order, or have ordered on their behalf, AACS Keys for use in implementing the AACS CBHD Specification in manufacturing and selling Licensed Components and/or Licensed Products, 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 Interim License Agreement.
- 2. RESCISSION OF PREVIOUS ADDENDUM.** Licensee and AACS LA hereby terminate and rescind any and all previous addenda to Licensee’s Interim License Agreement.

3. APPLICABLE FORMAT.

- 3.1 For purposes of the Interim License Agreement and this Addendum, the definition of Specification shall include only, and the licenses in Section 2 of the Interim License Agreement shall apply only to, the following:
- 3.1.1 Introduction and Common Cryptographic Elements, rev. 0.91
 - 3.1.2 Pre-recorded Video Book, rev. 0.92
 - 3.1.3 CBHD Pre-recorded Book, rev. 0.90
- 3.2 For the avoidance of doubt, this Addendum modifies Licensee's Interim License Agreement to narrow the application and operation of the license grants in Section 2 of Licensee's Interim License Agreement to apply only to the Specifications noted in Section 3.1 above, and only for use of the AACS Technology in association with the CBHD format, licensed by the Beijing Optical Disc Consulting Company ("BOC") of the People's Republic of China.

- 4. AACS KEYS FOR CBHD.** Licensee acknowledges and understands that AACS Keys for CBHD (as described in the AACS CBHD Specification) are not compatible with AACS implementations for other media formats, and agrees that such AACS Keys for CBHD shall be used in association only with Licensed Products or Licensed Components which implement the AACS CBHD Specification.
- 5. LIMITATION TO CHINA.** Licensee agrees that AACS Licensed Products implementing the AACS CBHD Specification may not be sold or otherwise distributed outside of the People's Republic of China.
- 6. FEES.** Exhibit B ("Fee Schedule") of Licensee's Interim License Agreement shall be replaced with Exhibit B of the then current Final Agreements on December 4, 2009, and Licensee agrees to pay all fees as provided in the applicable version of Exhibit B.
- 7. DISCLAIMER AND LIMITATION OF LIABILITY.** The disclaimers and limitations of liability as set forth in the Interim License Agreement shall apply to the activities licensed pursuant to this Addendum.
- 8. RELATIONSHIP OF ADDENDUM TO INTERIM LICENSE AGREEMENT.** All of the provisions of Licensee's Interim License Agreement shall remain in full force and effect, provided that this Addendum provides supplemental licenses, authorizations, and requirements and all provisions of the Interim License Agreement shall apply to the use of those supplemental licenses, authorizations, and requirements by Adopter except as specifically provided in this Addendum.

9. TERM AND TERMINATION. The term of this Addendum and Licensee's Interim License Agreement shall expire upon December 3, 2010 or such later date as AACS LA may determine, provided that AACS LA shall provide at least six (6) months notice of such later date. Otherwise, the term of this Addendum shall be co-terminous with the term of Licensee's Interim License Agreement and shall be subject to the same termination provisions as are provided in Licensee's Interim License Agreement, provided that a material breach of the provisions of this Addendum shall be grounds to terminate Licensee's Interim License Agreement pursuant to the "termination for breach" provisions of such Interim License Agreement.

SO AGREED AS OF THE ADDENDUM EFFECTIVE DATE.

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

Licensee:

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: _____

Signatures continued next page.

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

By: _____
Name: _____
Title: Attorney-in-fact
Date: _____

Microsoft Corporation
1 Microsoft Way
Redmond, Washington 98052 USA

By: _____
Name: _____
Title: Attorney-in-fact
Date: _____

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

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