

Koninklijke Philips Electronics N.V.

P.O. Box 218
5600 MD Eindhoven
The Netherlands

Subject: DVD+RW/+R Recorder Patent
License Agreement; Extension to include
DVD+R Dual Layer recording patents

Ref:
Date: [insert current date]

Dear Sirs,

Reference is made to the DVD+RW/+R Recorder Patent License Agreement between our companies dated ("the Agreement") as well as the definitions used therein.

Whereas, Philips is prepared to extend the license granted under the Agreement by adding to the Licensed Products as defined in the Agreement, DVD+RW/+R Dual Layer Recorders incorporating the DVD+R Dual Layer recording functionality which, in addition to their ability to record information on DVD+R Discs, are capable of recording information on DVD+R Dual Layer discs and which DVD+RW/+R Dual Layer Recorders conform to the DVD+R 8.5 Gbyte Basic Format Specifications, Part 2: Dual Layer and the relevant DVD+RW/+R Format Specifications, as made available, modified or extended from time to time (hereinafter "DVD+RW/+R Dual Layer Recorders").

Therefore it is hereby agreed as follows:

1. Philips hereby grants and Licensee accepts an extended license under the DVD+R dual layer recording patents which are essential to DVD+RW/+R Dual Layer Recorders and which have a filing date or are entitled to a priority date prior to June 1, 2004.

Accordingly, the Licensed Patents are hereby extended to include the patents listed in Exhibit E7, as attached to this Side Letter.

2. In consideration of the grant of the extended license by Philips under the Licensed Patents which are essential to DVD+RW/+R Dual Layer Recorders, Licensee agrees that the undertakings set out in Clause 2.05 and Clause 2.06 of the Agreement shall include Licensee's present and future patents which are essential to DVD+RW/+R Dual Layer Recorders and/or DVD+R Dual Layer Discs, which DVD+R Dual Discs conform to the DVD+R 8.5 Gbyte Basic Format Specifications, Part 2: Dual Layer.

Date: [insert current date]

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3. The royalties for the use of the Licensed Patents in respect of DVD+RW/+R Dual Layer Recorders shall be the same as the royalties for the use of the Licensed Patents in respect of DVD+RW/+R Recorders, as stipulated in the Agreement.
4. By countersigning this Side Letter, Licensee represents that it has properly reported and paid royalties for or, within 30 days from the date of this Side Letter, will report and pay royalties for all DVD+RW/+R Dual Layer Recorders manufactured and sold as from the date of first production.

If the above properly reflects our mutual understanding and agreement, please indicate so by signing two copies of this Side Letter and returning same thereafter to us for our signature. Upon receipt of the two signed copies we will arrange for countersignature on our part.

This Side Letter shall form an integral part of the Agreement. Save as explicitly otherwise provided herein, all provisions of the Agreement shall remain in full force and effect.

Yours sincerely,

Koninklijke Philips Electronics N.V.

Agreed for and on behalf of
[Licensee]

[authorized signatory]

Name:

Title: