

## Koninklijke Philips Electronics N.V.

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P.O. Box 218, 5600 MD Eindhoven, The Netherlands

Date:

Re: **CD-R Disc Patent License Agreement;  
Extension to include High Capacity CD-R Disc patents**

Dear Sirs,

Reference is made to the CD-R Disc Patent License Agreement between our companies dated ..... ("the Agreement") as well as the definitions used therein.

It is our pleasure to inform you that Philips is prepared to extend the license by adding to the Licensed Products as defined in the Agreement, High Capacity CD-R Discs conforming to the High Capacity Recordable Disc System Description, which is based on the CD-R Standard Specifications, Part II, Volume 2.

Therefore it is hereby agreed as follows:

1. Philips hereby grants and Licensee accepts an extended license under the patents which are essential to High Capacity CD-R Discs and which have a filing date or are entitled to a priority date prior to June 1, 2003. Accordingly, the Licensed Patents are hereby extended to include the patents listed in Annex A-HC, attached to this letter.
2. In consideration of the grant of the extended license by Philips under the patents which are essential to High Capacity CD-R Discs and similar undertakings by third party licensees of Philips, Licensee agrees that the undertakings set out in [**Philips only:** Clause 2.7 and Clause 2.8 **joint:** Clause 2.6 and Clause 2.7] of the Agreement shall include Licensee's present and future patents which are essential to High Capacity CD-R Data Recorders and/or High Capacity CD-R Discs conforming to the High Capacity Recordable Disc System Description, as made available, modified or extended from time to time.
3. The royalties for the use of the Licensed Patents in respect of High Capacity CD-R Discs shall be the same as the royalties for the use of the Licensed Patents in respect of CD-R Discs, as stipulated in the Agreement.



4. By countersigning this Side Letter, Licensee represents that it has reported and paid royalties for, or will within 30 days from the date of execution of this Side Letter report and pay royalties for, all High Capacity CD-R Discs manufactured and sold as from the date of first production.
5. The High Capacity Recordable Disc System Description shall be made available to Licensee upon receipt by Philips of the two signed copies of this Side Letter.

**[For joint CD-R Disc licensees**

In deviation of Clause 10 of the Agreement, Licensee shall be entitled to use only the High Capacity Recordable logo on High Capacity CD-R Discs, as well as in advertisements and sales literature with respect to High Capacity CD-R Discs, sold by Licensee. The High Capacity Recordable logo shall be made available to Licensee together with instructions for the use of said logo upon receipt by Philips of the two signed copies of this Side Letter.]

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, after which this Side Letter shall form an integral part of the Agreement. Upon receipt of the two signed copies we will arrange for countersignature on our part.

Thank you for your co-operation.

Yours faithfully,

Koninklijke Philips Electronics N.V.

Name:

Title:

**Agreed for and on behalf of:**

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Name:

Title: