

Koninklijke Philips Electronics N.V.

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

Date:

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

Dear Sirs,

Reference is made to the CD-RW Recorder 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, CD-RW Data Recorders incorporating High Capacity CD-R recording functionality ("High Capacity CD-R/RW Data Recorders") which are compatible with 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 the High Capacity CD-R recording functionality of High Capacity CD-R/RW Data Recorders 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 the High Capacity CD-R recording functionality of High Capacity CD-R/RW Data Recorders, Licensee agrees that the undertakings set out in **[choose joint agreement: Clause 2.6 and Clause 2.7 Philips only agreement: Clause 2.7 and Clause 2.8]** of the Agreement shall include Licensee's present and future patents which are essential to the High Capacity CD-R recording functionality of High Capacity CD-R/RW 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 and which High Capacity CD-R/RW Data Recorders, in addition, conform to the CD-RW Standard Specifications.



3. The royalties for the use of the Licensed Patents in respect of High Capacity CD-R/RW Data Recorders shall be the same as the royalties for the use of the Licensed Patents in respect of CD-RW Recorders, as stipulated in the Agreement.
4. By countersigning this Side Letter, Licensee represents that it has properly 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/RW Data Recorders 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.

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:

Name:
Title: