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```
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*
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*
* @author Vincent Rijmen <vincent.rijmen@esat.kuleuven.ac.be>
* @author Antoon Bosselaers <antoon.bosselaers@esat.kuleuven.ac.be>
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```
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```
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```

```
#FFmpeg:
```

```
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other
files have MIT/X11/BSD-style licenses. In combination the LGPL v2.1+
applies to
FFmpeg.
```

```
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version 2 or later (GPL v2+). See the file `COPYING.GPLv2` for details.
None of
these parts are used by default, you have to explicitly pass `--enable-
gpl` to
configure to activate them. In this case, FFmpeg's license changes to GPL
v2+.
```

Specifically, the GPL parts of FFmpeg are:

- libpostproc
- optional x86 optimizations in the files
  - `libavcodec/x86/flac\_dsp\_gpl.asm`
  - `libavcodec/x86/idct\_mmx.c`
- libutvideo encoding/decoding wrappers in `libavcodec/libutvideo\*.cpp`
- the X11 grabber in `libavdevice/x11grab.c`
- the swresample test app in `libswresample/swresample-test.c`
- the `texi2pod.pl` tool
- the following filters in libavfilter:
  - `f\_ebur128.c`
  - `vf\_blackframe.c`
  - `vf\_boxblur.c`
  - `vf\_colormatrix.c`
  - `vf\_cover\_rect.c`
  - `vf\_cropdetect.c`
  - `vf\_delogo.c`
  - `vf\_eq.c`
  - `vf\_find\_rect.c`
  - `vf\_fspp.c`
  - `vf\_geq.c`
  - `vf\_histeq.c`
  - `vf\_hqdn3d.c`
  - `vf\_interlace.c`
  - `vf\_kerndeint.c`
  - `vf\_mcdeint.c`
  - `vf\_mpdecimate.c`
  - `vf\_owdenoise.c`
  - `vf\_perspective.c`
  - `vf\_phase.c`
  - `vf\_pp.c`
  - `vf\_pp7.c`
  - `vf\_pullup.c`
  - `vf\_sab.c`
  - `vf\_smartblur.c`
  - `vf\_repeatfields.c`
  - `vf\_spp.c`
  - `vf\_stereo3d.c`
  - `vf\_super2xsai.c`
  - `vf\_tinterlace.c`
  - `vf\_uspp.c`
  - `vsrc\_mptestsrc.c`

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\* The files `libavcodec/jfdctfst.c`, `libavcodec/jfdctint\_template.c` and `libavcodec/jrevdct.c` are taken from libjpeg, see the top of the files for

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#### external libraries =====

FFmpeg can be combined with a number of external libraries, which sometimes affect the licensing of binaries resulting from the combination.

#### compatible libraries -----

The following libraries are under GPL:

- frei0r
- libcdio
- libutvideo
- libvidstab
- libx264
- libx265
- libxavs
- libxvid

When combining them with FFmpeg, FFmpeg needs to be licensed as GPL as well by passing `--enable-gpl` to configure.

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\*\*\*\*\* sdl\_Xcode\_SDL\_pkg-support\_resources\_License.rtf \*\*\*\*\*

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Helvetica;\f2\fswiss\fcharset77 Helvetica-Oblique;
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hence the version number 2.1.] \cf0 \  
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\f0\b \cf0 Preamble

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\

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\

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.\

\

For example, on rare occasions, there may be a special need to encourage widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.\

\

Another cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.\

\

Although the Lesser General Public License is Less protective of the users' freedom, it does insure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.\

\

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\

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.\

\

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\f0\b \cf0 a)

\f1\b0 The modified work must itself be a software library.\

\

\f0\b b)

\f1\b0 You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.\

\

\f0\b c)

\f1\b0 You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.\

\

\f0\b d)

\f1\b0 If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.\

\

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)\

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\

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.\

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In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.\

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\f0\b \cf0 3.

\f1\b0 You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do

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\

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.\

\

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.\

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\f0\b 4.

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.\

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\f0\b 5.

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\

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.\

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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.\

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)\

\

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any

executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.\

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\f0\b 6.

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\f1\b0 Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)\

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\f0\b b)

\f1\b0 Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.\

\

\f0\b c)

\f1\b0 Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.\

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\f0\b d)

\f1\b0 If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.\

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\f0\b e)

\f1\b0 Verify that the user has already received a copy of these materials or that you have already sent this user a copy.\

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.\

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It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.\

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\f1\b0 You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:\

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\f1\b0 Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.\

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\f1\b0 Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.\

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\f0\b \cf0 8.

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\

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```
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- libpostproc
- optional x86 optimizations in the files
  - `libavcodec/x86/flac\_dsp\_gpl.asm`
  - `libavcodec/x86/idct\_mmx.c`
- libutvideo encoding/decoding wrappers in `libavcodec/libutvideo\*.cpp`
- the X11 grabber in `libavdevice/x11grab.c`
- the swresample test app in `libswresample/swresample-test.c`
- the `texi2pod.pl` tool
- the following filters in libavfilter:
  - `f\_ebur128.c`
  - `vf\_blackframe.c`
  - `vf\_boxblur.c`
  - `vf\_colormatrix.c`
  - `vf\_cover\_rect.c`
  - `vf\_cropdetect.c`
  - `vf\_delogo.c`
  - `vf\_eq.c`
  - `vf\_find\_rect.c`
  - `vf\_fspp.c`
  - `vf\_geq.c`
  - `vf\_histeq.c`
  - `vf\_hqdn3d.c`
  - `vf\_interlace.c`
  - `vf\_kerndeint.c`
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  - `vf\_perspective.c`
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  - `vf\_pp.c`
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  - `vf\_pullup.c`
  - `vf\_sab.c`
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  - `vf\_stereo3d.c`
  - `vf\_super2xsai.c`
  - `vf\_tinterlace.c`
  - `vf\_uspp.c`
  - `vsrc\_mptestsrc.c`

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- \* The files `libavcodec/jfdctfst.c`, `libavcodec/jfdctint\_template.c` and `libavcodec/jrevdct.c` are taken from libjpeg, see the top of the files for licensing details. Specifically note that you must credit the IJG in the documentation accompanying your program if you only distribute executables.
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#### external libraries =====

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#### compatible libraries -----

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- frei0r
- libcdio
- libutvideo
- libvidstab
- libx264
- libx265
- libxavs
- libxvid

When combining them with FFmpeg, FFmpeg needs to be licensed as GPL as well by passing `--enable-gpl` to configure.

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bzip2/libbzip2 version 1.0.6 of 6 September 2010

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<td rowspan="2" width="40%" align="left">

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"http://www.oasis-open.org/docbook/xml/4.2/docbookx.dtd">

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  <bookinfo>
    <title>GNU Licenses</title>
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    <title>The GNU General Public License</title>
    <literallayout>
      <xi:include href="../../COPYING" parse="text"
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static inline int license_is_gpl_compatible(const char *license)
{
    return (strcmp(license, "GPL") == 0
        || strcmp(license, "GPL v2") == 0
        || strcmp(license, "GPL and additional rights") == 0
        || strcmp(license, "Dual BSD/GPL") == 0
        || strcmp(license, "Dual MIT/GPL") == 0
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}

#endif
```

```
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```

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jloup@gzip.org

Mark Adler  
madler@alumni.caltech.edu

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</head>
<body>

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</div>

<iframe src="contents.html"></iframe>
<div class="content">

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<p>
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\*\*\*\*\* mesa3d\_src\_mapi\_glapi\_gen\_license.pyc \*\*\*\*\*

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***** jpeg-turbo_release_License.rtf *****
```

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{\rtf1\ansi\ansicpg1252\cocoartf1038\cocoasubrftf350
{\fonttbl\font0\fswiss\fcharset0 Helvetica;}
{\colortbl;\red255\green255\blue255;}
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zlib [http://www.gzip.org/zlib/zlib\\_license.html](http://www.gzip.org/zlib/zlib_license.html)

(Used for compressed Transfer-Encoding support) Uses an MIT-style license that shouldn't collide with any other library.

krb4

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```
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```

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```
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```

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```
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```

```
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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The test programs in this directory tree are for demonstrating and testing the functionality of the SDL library, and are placed in the public domain.

October 28, 1997

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Sam Lantinga

(slouken@libsdl.org)

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```
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```

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```
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<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
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   written by Mark Eichin <eichin@kitten.gen.ma.us> September 1996.
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under certain conditions; type `show c' for details.
```

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```
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```

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To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>

Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show
w'.
```

```
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

```
Yoyodyne, Inc., hereby disclaims all copyright interest in the program
`Gnomovision' (which makes passes at compilers) written by James
Hacker.
```

```
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
```

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.

\*\*\*\*\* e2fsprogs\_COPYING \*\*\*\*\*

This package, the EXT2 filesystem utilities, are made available under the GNU Public License version 2, with the exception of the lib/ext2fs and lib/e2p libraries, which are made available under the GNU Library General Public License Version 2, the lib/uuid library which is made available under a BSD-style license and the lib/et and lib/ss libraries which are made available under an MIT-style license. Please see lib/uuid/COPYING for more details for the license for the files comprising the libuuid library, and the source file headers of the libet and libss libraries for more information.

The most recent officially distributed version can be found at <http://e2fsprogs.sourceforge.net>. If you need to make a distribution, that's the one you should use. If there is some reason why you'd like a more recent version that is still in ALPHA testing (i.e., either using the "WIP" test distributions or one from the hg or git repository from the development branch, please contact me (tytso@mit.edu) before you ship. The release schedules for this package are flexible, if you give me enough lead time.

Theodore Ts'o  
23-June-2007

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Version 2, June 1991

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Preamble

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When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it

if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.



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Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange;  
or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

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<one line to give the program's name and a brief idea of what it does.>

Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

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Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show
w'.
```

This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program `Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989  
Ty Coon, President of Vice

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Version 2, June 1991

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[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

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This license, the Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library, or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link a program with the library, you must provide complete object files to the recipients so that they can relink them with the library, after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

Also, for each distributor's protection, we want to make certain that everyone understands that there is no warranty for this free library. If the library is modified by someone else and passed on, we

want its recipients to know that what they have is not the original version, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.



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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

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To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the library's name and a brief idea of what it does.>

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Also add information on how to contact you by electronic and paper mail.

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Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker.

<signature of Ty Coon>, 1 April 1990  
Ty Coon, President of Vice

That's all there is to it!

\*\*\*\*\* kmod-17\_COPYING \*\*\*\*\*

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When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

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For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

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Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to



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In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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<one line to give the program's name and a brief idea of what it does.>

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Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show
w'.
```

```
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

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```
Yoyodyne, Inc., hereby disclaims all copyright interest in the program
`Gnomovision' (which makes passes at compilers) written by James
Hacker.
```

```
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
```

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Version 2.1, February 1999

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When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.



Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you

distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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```

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```
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```

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@appendixsubsec Preamble

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Version 2.1, February 1999

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

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- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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END OF TERMS AND CONDITIONS

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<one line to give the program's name and a brief idea of what it does.>

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```
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`show w'.
This is free software, and you are welcome to redistribute it
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```

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Version 3, 29 June 2007

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END OF TERMS AND CONDITIONS

## Appendix: How to Apply These Terms to Your New Libraries

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### 1. Source Code.

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The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A



"Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

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#### 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the

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b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

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d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

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END OF TERMS AND CONDITIONS

## Appendix: How to Apply These Terms to Your New Libraries

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To apply these terms, attach the following notices to the library. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the library's name and a brief idea of what it does.>

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Preamble

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Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

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Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that companies distributing free software will individually obtain patent licenses, thus in effect transforming the program into proprietary software. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.



2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also compile or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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```
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```

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```
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```

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Client application for querying drivers' configuration information  
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```

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```
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Daniel Marjamdki - Enhancements & bugfixes.

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Gadi Oxman, August 1995

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```
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w'.
```

```
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```

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```
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```

```
<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice
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Index: tdbsa/tdb.c

=====

--- tdbsa.orig/tdb.c

+++ tdbsa/tdb.c

@@ -4,11 +4,11 @@ Rev: 23371

Last Changed Date: 2007-06-06 20:14:06 -0400 (Wed, 06 Jun 2007)

\*/

/\*

- Unix SMB/CIFS implementation.

+ trivial database library - standalone version

- trivial database library - private includes

-

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```
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```

```
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```

```
#
```

```
# This file is part of GDB.
```

```
#
```

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```

```
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```

```
#
```

```
# You should have received a copy of the GNU General Public License
# along with this program. If not, see <http://www.gnu.org/licenses/>.
```

```
"""copyright.py
```

```
This script updates the list of years in the copyright notices in
most files maintained by the GDB project.
```

```
Usage: cd src/gdb && python copyright.py
```

```
Always review the output of this script before committing it!
```

```
A useful command to review the output is:
```

```
    % filterdiff -x *.c -x *.cc -x *.h -x *.exp updates.diff
```

```
This removes the bulk of the changes which are most likely to be correct.
```

```
"""
```

```
import datetime
```

```
import os
```

```
import os.path
```

```
import subprocess
```

```
def get_update_list():
```

```
    """Return the list of files to update.
```

```
    Assumes that the current working directory when called is the root
    of the GDB source tree (NOT the gdb/ subdirectory!). The names of
    the files are relative to that root directory.
```

```
    """
```

```
    result = []
```

```
    for gdb_dir in ('gdb', 'sim', 'include/gdb'):
```

```
        for root, dirs, files in os.walk(gdb_dir, topdown=True):
```

```
            for dirname in dirs:
```

```
                reldirname = "%s/%s" % (root, dirname)
```

```

        if (dirname in EXCLUDE_ALL_LIST
            or reldirname in EXCLUDE_LIST
            or reldirname in NOT_FSF_LIST
            or reldirname in BY_HAND):
            # Prune this directory from our search list.
            dirs.remove(dirname)
    for filename in files:
        relpath = "%s/%s" % (root, filename)
        if (filename in EXCLUDE_ALL_LIST
            or relpath in EXCLUDE_LIST
            or relpath in NOT_FSF_LIST
            or relpath in BY_HAND):
            # Ignore this file.
            pass
        else:
            result.append(relpath)
return result

def update_files(update_list):
    """Update the copyright header of the files in the given list.

    We use gnulib's update-copyright script for that.
    """
    # We want to use year intervals in the copyright notices, and
    # all years should be collapsed to one single year interval,
    # even if there are "holes" in the list of years found in the
    # original copyright notice (OK'ed by the FSF, case [gnu.org
#719834]).
    os.environ['UPDATE_COPYRIGHT_USE_INTERVALS'] = '2'

    # Perform the update, and save the output in a string.
    update_cmd = ['bash', 'gdb/gnulib/import/extra/update-copyright']
    update_cmd += update_list

    p = subprocess.Popen(update_cmd, stdout=subprocess.PIPE,
                          stderr=subprocess.STDOUT)
    update_out = p.communicate()[0]

    # Process the output. Typically, a lot of files do not have
    # a copyright notice :-(. The update-copyright script prints
    # a well defined warning when it did not find the copyright notice.
    # For each of those, do a sanity check and see if they may in fact
    # have one. For the files that are found not to have one, we filter
    # the line out from the output, since there is nothing more to do,
    # short of looking at each file and seeing which notice is
appropriate.
    # Too much work! (~4,000 files listed as of 2012-01-03).
    update_out = update_out.splitlines()
    warning_string = ': warning: copyright statement not found'
    warning_len = len(warning_string)

    for line in update_out:
        if line.endswith('\n'):
            line = line[:-1]
        if line.endswith(warning_string):
            filename = line[:-warning_len]
            if may_have_copyright_notice(filename):
                print line
        else:

```

```

        # Unrecognized file format. !?!
        print "*** " + line

def may_have_copyright_notice(filename):
    """Check that the given file does not seem to have a copyright
notice.

The filename is relative to the root directory.
This function assumes that the current working directory is that root
directory.

The algorithm is fairly crude, meaning that it might return
some false positives. I do not think it will return any false
negatives... We might improve this function to handle more
complex cases later...
"""
    # For now, it may have a copyright notice if we find the word
    # "Copyright" at the (reasonable) start of the given file, say
    # 50 lines...
    MAX_LINES = 50

    fd = open(filename)

    lineno = 1
    for line in fd:
        if 'Copyright' in line:
            return True
        lineno += 1
        if lineno > 50:
            return False
    return False

def main ():
    """The main subprogram."""
    if not os.path.isfile("gnulib/import/extra/update-copyright"):
        print "Error: This script must be called from the gdb directory."
    root_dir = os.path.dirname(os.getcwd())
    os.chdir(root_dir)

    update_list = get_update_list()
    update_files (update_list)

    # Remind the user that some files need to be updated by HAND...
    if BY_HAND:
        print
        print "\033[31mREMINDER: The following files must be updated by
hand." \
            "\033[0m"
        for filename in BY_HAND + MULTIPLE_COPYRIGHT_HEADERS:
            print " ", filename

#####
###
#
# Some constants, placed at the end because they take up a lot of room.
# The actual value of these constants is not significant to the
understanding
# of the script.

```

```

#
#####
###

# Files which should not be modified, either because they are
# generated, non-FSF, or otherwise special (e.g. license text,
# or test cases which must be sensitive to line numbering).
#
# Filenames are relative to the root directory.
EXCLUDE_LIST = (
    'gdb/nat/glibc_thread_db.h',
    'gdb/CONTRIBUTE',
    'gdb/gnulib/import'
)

# Files which should not be modified, either because they are
# generated, non-FSF, or otherwise special (e.g. license text,
# or test cases which must be sensitive to line numbering).
#
# Matches any file or directory name anywhere. Use with caution.
# This is mostly for files that can be found in multiple directories.
# Eg: We want all files named COPYING to be left untouched.

EXCLUDE_ALL_LIST = (
    "COPYING", "COPYING.LIB", "CVS", "configure", "copying.c",
    "fdl.texi", "gpl.texi", "aclocal.m4",
)

# The list of files to update by hand.
BY_HAND = (
    # These files are sensitive to line numbering.
    "gdb/testsuite/gdb.base/step-line.inp",
    "gdb/testsuite/gdb.base/step-line.c",
)

# Files containing multiple copyright headers. This script is only
# fixing the first one it finds, so we need to finish the update
# by hand.
MULTIPLE_COPYRIGHT_HEADERS = (
    "gdb/doc/gdb.texinfo",
    "gdb/doc/refcard.tex",
    "gdb/gdbarch.sh",
)

# The list of file which have a copyright, but not head by the FSF.
# Filenames are relative to the root directory.
NOT_FSF_LIST = (
    "gdb/exc_request.defs",
    "gdb/gdbtk",
    "gdb/testsuite/gdb.gdbtk/",
    "sim/arm/armemu.h", "sim/arm/armos.c", "sim/arm/gdbhost.c",
    "sim/arm/dbg_hif.h", "sim/arm/dbg_conf.h", "sim/arm/communicate.h",
    "sim/arm/armos.h", "sim/arm/armcopro.c", "sim/arm/armemu.c",
    "sim/arm/kid.c", "sim/arm/thumbemu.c", "sim/arm/armdefs.h",
    "sim/arm/armopts.h", "sim/arm/dbg_cp.h", "sim/arm/dbg_rdi.h",
    "sim/arm/parent.c", "sim/arm/armsupp.c", "sim/arm/armrdi.c",
    "sim/arm/bag.c", "sim/arm/armvirt.c", "sim/arm/main.c",
    "sim/arm/bag.h",
    "sim/arm/communicate.c", "sim/arm/gdbhost.h", "sim/arm/armfpe.h",
    "sim/arm/arminit.c",
)

```

```

"sim/common/cgen-fpu.c", "sim/common/cgen-fpu.h",
"sim/common/cgen-accfp.c",
"sim/mips/ml6run.c", "sim/mips/sim-main.c",
"sim/moxie/moxie-gdb.dts",
# Not a single file in sim/ppc/ appears to be copyright FSF :-(.
"sim/ppc/filter.h", "sim/ppc/gen-support.h", "sim/ppc/ld-insn.h",
"sim/ppc/hw_sem.c", "sim/ppc/hw_disk.c", "sim/ppc/idecode_branch.h",
"sim/ppc/sim-endian.h", "sim/ppc/table.c", "sim/ppc/hw_core.c",
"sim/ppc/gen-support.c", "sim/ppc/gen-semantics.h", "sim/ppc/cpu.h",
"sim/ppc/sim_callbacks.h", "sim/ppc/RUN", "sim/ppc/Makefile.in",
"sim/ppc/emul_chirp.c", "sim/ppc/hw_nvram.c", "sim/ppc/dc-test.01",
"sim/ppc/hw_phb.c", "sim/ppc/hw_eeprom.c", "sim/ppc/bits.h",
"sim/ppc/hw_vm.c", "sim/ppc/cap.h", "sim/ppc/os_emul.h",
"sim/ppc/options.h", "sim/ppc/gen-idecode.c", "sim/ppc/filter.c",
"sim/ppc/corefile-n.h", "sim/ppc/std-config.h", "sim/ppc/ld-
decode.h",
"sim/ppc/filter_filename.h", "sim/ppc/hw_shm.c",
"sim/ppc/pk_disklabel.c", "sim/ppc/dc-simple", "sim/ppc/misc.h",
"sim/ppc/device_table.h", "sim/ppc/ld-insn.c", "sim/ppc/inline.c",
"sim/ppc/emul_bugapi.h", "sim/ppc/hw_cpu.h", "sim/ppc/debug.h",
"sim/ppc/hw_ide.c", "sim/ppc/debug.c", "sim/ppc/gen-itable.h",
"sim/ppc/interrupts.c", "sim/ppc/hw_glue.c", "sim/ppc/emul_unix.c",
"sim/ppc/sim_calls.c", "sim/ppc/dc-complex", "sim/ppc/ld-cache.c",
"sim/ppc/registers.h", "sim/ppc/dc-test.02", "sim/ppc/options.c",
"sim/ppc/igen.h", "sim/ppc/registers.c", "sim/ppc/device.h",
"sim/ppc/emul_chirp.h", "sim/ppc/hw_register.c", "sim/ppc/hw_init.c",
"sim/ppc/sim-endian-n.h", "sim/ppc/filter_filename.c",
"sim/ppc/bits.c", "sim/ppc/idecode_fields.h", "sim/ppc/hw_memory.c",
"sim/ppc/misc.c", "sim/ppc/double.c", "sim/ppc/psim.h",
"sim/ppc/hw_trace.c", "sim/ppc/emul_netbsd.h", "sim/ppc/psim.c",
"sim/ppc/ppc-instructions", "sim/ppc/tree.h", "sim/ppc/README",
"sim/ppc/gen-icache.h", "sim/ppc/gen-model.h", "sim/ppc/ld-cache.h",
"sim/ppc/mon.c", "sim/ppc/corefile.h", "sim/ppc/vm.c",
"sim/ppc/INSTALL", "sim/ppc/gen-model.c", "sim/ppc/hw_cpu.c",
"sim/ppc/corefile.c", "sim/ppc/hw_opic.c", "sim/ppc/gen-icache.c",
"sim/ppc/events.h", "sim/ppc/os_emul.c", "sim/ppc/emul_generic.c",
"sim/ppc/main.c", "sim/ppc/hw_com.c", "sim/ppc/gen-semantics.c",
"sim/ppc/emul_bugapi.c", "sim/ppc/device.c",
"sim/ppc/emul_generic.h",
"sim/ppc/tree.c", "sim/ppc/mon.h", "sim/ppc/interrupts.h",
"sim/ppc/cap.c", "sim/ppc/cpu.c", "sim/ppc/hw_phb.h",
"sim/ppc/device_table.c", "sim/ppc/lf.c", "sim/ppc/lf.c",
"sim/ppc/dc-stupid", "sim/ppc/hw_pal.c", "sim/ppc/ppc-spr-table",
"sim/ppc/emul_unix.h", "sim/ppc/words.h", "sim/ppc/basics.h",
"sim/ppc/hw_htab.c", "sim/ppc/lf.h", "sim/ppc/ld-decode.c",
"sim/ppc/sim-endian.c", "sim/ppc/gen-itable.c",
"sim/ppc/idecode_expression.h", "sim/ppc/table.h", "sim/ppc/dgen.c",
"sim/ppc/events.c", "sim/ppc/gen-idecode.h", "sim/ppc/emul_netbsd.c",
"sim/ppc/igen.c", "sim/ppc/vm_n.h", "sim/ppc/vm.h",
"sim/ppc/hw_iobus.c", "sim/ppc/inline.h",
"sim/testsuite/sim/bfin/s21.s", "sim/testsuite/sim/mips/mips32-
dsp2.s",
)

if __name__ == "__main__":
    main()

```

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\*\*\*\*\* hwdata\_debian\_copyright \*\*\*\*\*

This package was debianized by  
Noel Kluge <noel@debian.org> on Wed, 6 Mar 2002 13:10:18 +0100.

It was downloaded from

<http://download.fedora.redhat.com/pub/fedora/linux/development/source/SRPMS/>

Upstream Author: Bill Nottingham <notting@redhat.com>

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This package was debianized by Nathan Scott nathans@debian.org on  
Tue, 26 Feb 2002 13:25:26 +1100

It can be downloaded from <ftp://acl.bestbits.at/>

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This package was debianized by Christopher L Cheney <ccheney@debian.org> on Wed, 21 Nov 2001 15:51:14 -0600.

It was downloaded from <http://www.ibiblio.org/pub/Linux/system/hardware>

Upstream Author: Mark S. Lord <mlord@pobox.com>

Copyright:

```
/* hdparm.c - Command line interface to get/set hard disk parameters */  
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```

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\*\*\*\*\* dialog\_package\_debian\_copyright \*\*\*\*\*

Upstream source <http://invisible-island.net/dialog/dialog.html>

Current dialog upstream maintainer: Thomas Dickey <dickey@invisible-island.net>

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Files: \*.c \*.h

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Savio Lam (lam836@cs.cuhk.hk)

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-----

Files: aclocal.m4

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Files: `debian/*`

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#### MPEG-2 PATENT PORTFOLIO LICENSE

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between MPEG LA, LLC, a limited liability company of Delaware, having a principal place of business in Denver, Colorado, U.S.A. (hereinafter "Licensing Administrator"); and \_\_\_\_\_, having a principal place of business in \_\_\_\_\_ (hereinafter "Licensee").

WHEREAS, ISO/IEC JTC 1 and The International Telecommunications Union have jointly adopted an international standard relating to video data compression and data transport, formally known as ISO/IEC 13818-1 and 13818-2, and referred to in this Agreement as the "MPEG-2 Standard" (as more fully defined herein below);

WHEREAS, Alcatel Lucent, a corporation of France, having a principal place of business in Paris, France; British Telecommunications plc, a corporation of United Kingdom, having a principal place of business in London, United Kingdom; Canon Inc., a corporation of Japan, having a principal place of business in Tokyo, Japan; CIF Licensing, LLC, a limited liability corporation of Delaware, U.S.A., having a principal place of business in Princeton, New Jersey, U.S.A.; Cisco Technology, Inc., a corporation of California, U.S.A., having a principal place of business in San Jose, CA, U.S.A.; Fujitsu Limited, a corporation of Japan, having a principal place of business in Kawasaki, Japan; GE Technology Development, Inc., a corporation of Delaware, U.S.A., having a principal place of business in Princeton, New Jersey, U.S.A.; General Instrument Corporation, a corporation of Delaware, U.S.A., having a principal place of business in Horsham, Pennsylvania, U.S.A.; Hitachi, Ltd., a corporation of Japan, having a principal place of business in Tokyo, Japan; Hewlett-Packard Company, a corporation of Delaware, U.S.A., having a principal place of business in Palo Alto, CA, U.S.A.; JVC KENWOOD Corporation, a corporation of Japan, having a principal place of business in Yokohama, Japan; KDDI Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan; Koninklijke Philips N.V. ("KPNV"), a corporation of The Netherlands, having a principal place of business in Eindhoven, The Netherlands, and U.S. Philips Corporation ("USPC"), a corporation of Delaware, U.S.A., having a principal place of business in Tarrytown, N.Y., U.S.A. (KPNV and USPC being hereinafter referred to, individually or collectively, as "Philips"); LG Electronics Inc., a corporation of Korea, having a principal place of business in Seoul, Korea; Mitsubishi Electric Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan; Multimedia Patent Trust, a corporation of Delaware, having a principal place of business in Neshanic, NJ, U.S.A.; Nippon Telegraph and Telephone Corporation, a



corporation of Japan, having a principal place of business in Tokyo, Japan; Orange SA, a corporation of France, having a principal place of business in Paris, France; Panasonic Corporation, a corporation of Japan, having a principal place of business in Osaka, Japan; Robert Bosch GmbH, a corporation of Germany, having a principal place of business in Stuttgart, Germany; Samsung Electronics Co., Ltd., a corporation of Korea, having a principal place of business in Seoul, Korea; SANYO Electric Co., Ltd., a corporation of Japan, having a principal place of business in Osaka, Japan; Sharp Corporation, a corporation of Japan, having a principal place of business in Osaka, Japan; Sony Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan; The Trustees of Columbia University in the City of New York, a not-for-profit corporation of New York, U.S.A., having a principal place of business in New York City, New York, U.S.A.; Thomson Licensing, a corporation of France, having a principal place of business in Boulogne-Billancourt, France; and Toshiba Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan, (hereinafter collectively the "Licensors" or individually "Licensor," as more fully defined in this Agreement), each own and have the right to license, or have the right to sublicense one or more patents, utility models and/or allowed patent or utility model applications published for opposition which claim apparatus and/or methods necessary for compliance with the MPEG-2 Standard (hereinafter referred to as "MPEG-2 Essential Patent(s)");

WHEREAS, each Licensor believes that the MPEG-2 Standard represents a significant advance in the field of digital video data compression for transmission and storage, which will make available innovative new products and services to the public, and for this reason desires to encourage widespread adoption of the MPEG-2 Standard by video product and video service industries throughout the world;

WHEREAS, each Licensor hereby commits on behalf of itself and its Affiliates to make available licenses and/or sublicenses under any and all MPEG-2 Essential Patents licensable or sublicensable by the Licensor and its Affiliates to any individual, company or other entity desiring such a license and/or sublicense on fair, reasonable and nondiscriminatory terms and conditions;

WHEREAS, each Licensor has granted the Licensing Administrator a worldwide, nonexclusive license and/or sublicense under all MPEG-2 Essential Patents licensable or sublicensable by the Licensor to allow the Licensing Administrator to grant worldwide, non-exclusive sublicenses under all such MPEG-2 Essential Patent(s) under the terms hereof;

WHEREAS, the Licensors desire to make available through the Licensing Administrator license rights under their and their Affiliates' respective MPEG-2 Essential Patents in a single sublicense for the convenience of any individual, company or other entity desirous of acquiring such rights, thereby avoiding the need of such individual, company or other entity to obtain a separate license from each of the Licensors under its MPEG-2 Essential Patent(s);

WHEREAS, the Licensing Administrator desires to grant MPEG-2 Patent Portfolio Licenses to all individuals, companies and other entities desiring such a license under the terms and conditions set forth herein;

WHEREAS, nothing in this Agreement precludes the respective Licensors from licensing or sublicensing rights under individual MPEG-2 Essential Patent(s) to make, use, sell, or offer to sell products or processes

including but not limited to the rights licensed in the MPEG-2 Patent Portfolio License;

WHEREAS, Licensee understands that this MPEG-2 Patent Portfolio License is offered for the convenience of Licensee and that Licensee is free to contact any Licensor to negotiate a license for any Patent offered herein on terms and conditions different from those set forth herein which may be mutually acceptable to such Licensee and Licensor;

WHEREAS, Licensee desires for its own convenience to obtain rights under the MPEG-2 Essential Patent(s) of all the Licensors in a single sublicense from the Licensing Administrator under the terms hereof which terms shall be deemed fair and reasonable for a portfolio license given, among other things, its efficiencies; and

WHEREAS, each Licensor has elected, in its sole discretion, to offer its and its Affiliates' MPEG-2 Essential Patents to be sublicensed by the Licensing Administrator in this MPEG-2 Patent Portfolio License under the terms specified herein as an alternative to negotiating individual licenses under whatever Patent(s) Licensee desires.

NOW, THEREFORE, the Licensing Administrator AND Licensee AGREE AS FOLLOWS:

#### 0. EFFECTIVE DATE

0.1 This License Agreement shall be deemed effective as of June 1, 1994.

#### 1. DEFINITIONS

The definitions set forth in this Article shall apply to the following terms when used with initial capital letters in this Agreement, its attachments, and amendments hereto.

1.1. Affiliate - shall mean a legal entity which now or hereinafter directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of Section 1.1, control shall mean direct or beneficial ownership of more than 50% of the outstanding shares representing the right to vote for directors or other managing officers of such legal entity, or the power to directly or indirectly instruct, appoint, or remove the party or parties who have the right to make decisions for such entity.

1.2. Agreement - shall mean this sublicense between the Licensing Administrator and Licensee, including exhibits, attachments, amendments and modifications hereto.

1.3. Confidential Information - shall mean any information given to the Licensing Administrator pursuant to Article 5 of this Agreement which is designated "confidential" by Licensee.

1.4. Consumer Product - shall mean a single, self-contained MPEG-2 Royalty Product Sold to an End User which has both MPEG-2 encoding and decoding capabilities primarily for personal, family, or household use, including without limitation a DVD player/recorder, a Blu-ray Disc player/recorder, a digital camcorder, a digital video recorder or personal video recorder, encoder/decoder software, and a personal computer having a manufacturer's suggested retail price of less than U.S. \$15,000 or the equivalent in the currency of another country. For

purposes of this Agreement, an MPEG-2 Packaged Medium shall not be considered a Consumer Product.

1.5. Days - shall mean calendar days unless otherwise specifically stated in this Agreement.

1.6. End User - shall mean any person or entity which orders, sends, purchases, retrieves, receives or is specifically sent an MPEG-2 Royalty Product only for the End User's personal or commercial use, whether alone or in combination with any other product and not for re-Sale.

1.7. Licensors (individually Licensor) - shall mean Alcatel Lucent; British Telecommunications plc; Canon Inc.; CIF Licensing, LLC; Cisco Technology, Inc.; Fujitsu Limited; GE Technology Development, Inc.; General Instrument Corporation; Hewlett-Packard Company; Hitachi Ltd.; JVC KENWOOD Corporation; KDDI Corporation; LG Electronics Inc.; Mitsubishi Electric Corporation; Multimedia Patent Trust; Nippon Telegraph and Telephone Corporation; Orange SA; Panasonic Corporation; Philips; Robert Bosch GmbH; Samsung Electronics Co., Ltd.; SANYO Electric Co., Ltd.; Sharp Corporation; Sony Corporation; The Trustees of Columbia University in the City of New York; Thomson Licensing; and Toshiba Corporation subject to additions and deletions from time to time, identified in Attachment 1 hereto.

1.8. Manufacture (Manufactured) - shall mean fabrication, assembly, or otherwise making of substantially the entire finished MPEG-2 Royalty Product in the form in which it is Sold to an End User.

1.9. Movie - shall mean a single motion picture as well as related video materials typically packaged with the motion picture including, without limitation, previews of other motion pictures, information about the making of the motion picture or the artists appearing therein. Movie shall not include a second motion picture regardless of whether such second motion picture is related to the first.

1.10. MPEG-1 Standard - shall mean the MPEG-1 video standard as defined in ISO document IS 11172.

1.11. MPEG-2 Decoding Product - shall mean any instrumentality or combination of instrumentalities, including by way of example and without limitation: a DVD player or Blu-ray Disc player; decoding software; a digital television receiver; cable broadcast, terrestrial broadcast, satellite broadcast or IPTV television "set top box" or receiving equipment; a computer, a computer accelerator card or a computer tuner card; a digital camcorder; video telecommunications equipment; video packaged media playback equipment; and video game equipment; which is capable of or primarily designed in whole or in part for decoding video information in accordance with the MPEG-2 Standard, and which is Sold to an End User.

1.12. MPEG-2 Encoding Product - shall mean any instrumentality or combination of instrumentalities, including by way of example and without limitation: encoding software, an encoder, a DVD recorder, a Blu-ray Disc recorder, a digital video recorder or personal video recorder television signal transmitting equipment, a computer card, a digital camcorder, video telecommunications equipment and consumer video recording equipment, which is capable of or primarily designed in whole or in part for encoding video information into a format in compliance with the MPEG-2 Standard, and which is Sold to an End User.

1.13. MPEG-2 Essential Patent - shall mean a Patent which is necessarily infringed in connection with the use or implementation of the MPEG-2 Standard under the laws of the country which issued or published the Patent.

1.14. MPEG-2 Packaged Medium (Media) - shall mean any storage medium, including by way of example and without limitation magnetic tape, magnetic disc and optical disc, storing one or more MPEG-2 Video Events.

1.15. MPEG-2 Patent Portfolio - shall mean the portfolio of MPEG-2 Essential Patent(s) identified in Attachment 1 hereto, which portfolio may be supplemented or reduced from time to time in accordance with the provisions of this Agreement.

1.16. MPEG-2 Patent Portfolio Patent - shall mean an MPEG-2 Essential Patent under which a Licensor has the right to grant a license or sublicense to a third party with the right of such third party to grant sublicenses, and which is included in the MPEG-2 Patent Portfolio.

1.17. MPEG-2 Related Patent - shall mean any Patent which is not an MPEG-2 Essential Patent but which has one or more claims directed to an apparatus or a method that may be used in the implementation of a product or a service designed in whole or in part to exploit the MPEG-2 Standard under the laws of the country which issued or published the Patent.

1.18. MPEG-2 Royalty Product - shall mean a hardware and/or software product which may be licensed under Article 2.

1.19. MPEG-2 Standard - shall mean the MPEG-2 video standard as defined in ISO documents IS 13818-1 (including annexes C, D, F, J and K), IS 13818-2 (including annexes A, B, C and D, but excluding scalable extensions), and IS 13818-4 (only as it is needed to clarify IS 13818-2). The definition of MPEG-2 Standard shall be considered amended for all purposes upon the posting of a new definition to the website of the Licensing Administrator, [www.mpegla.com](http://www.mpegla.com) ("Amended Definition"); provided, however, that no Amended Definition shall reduce the scope of any definition of the MPEG-2 Standard immediately prior to the posting of the Amended Definition. The Notice Provisions of this Agreement shall not apply to any Amended Definition.

1.20. MPEG-2 Video Event - shall mean video information having a normal playing time of any length up to and including 133 minutes encoded into a format in compliance with the MPEG-2 Standard that comprises video programming, including by way of example and without limitation, one or more Movies, television shows, video games, video advertisements, music videos and short subject video clips, or any compilation of any of the foregoing.

1.21. Patent(s) - shall mean any issued patent (including reexaminations, reissues, continuations, divisions and continuations-in-part), enforceable invention certificates, or issued utility model of any country, or any enforceable allowed patent application or enforceable allowed utility model application, published for opposition in any country.

1.22. Sale (Sold) - shall mean any sale, rental, lease, license or other form of distribution by Licensee of an MPEG-2 Royalty Product, either directly or through a chain of distribution, to an End User. A Sale shall be deemed to take place in the country in which title to the MPEG-2 Royalty Product passes to End User from Licensee or, at the election of

the Licensing Administrator, in the country in which the MPEG-2 Royalty Product is received by the End User, except that if there is no MPEG-2 Essential Patent in such country, then a Sale shall be deemed to take place in the country in which the MPEG-2 Royalty Product is used.

## 2. LICENSING ADMINISTRATOR GRANT

2.1. MPEG-2 Decoding Products. Upon the Licensee's payment of applicable royalties due under Article 3 and subject to other terms and conditions of this Agreement, the Licensing Administrator hereby grants to Licensee a royaltybearing worldwide, nonexclusive, nontransferable sublicense under all MPEG-2 Patent Portfolio Patents to make, have made, use, and Sell or offer for Sale MPEG-2 Decoding Products (i) that bear the brand name that Licensee owns or otherwise has the right to use at Licensee's discretion or (ii) Sold without a brandname if the decision to do so is at the discretion of Licensee. NO LICENSE IS GRANTED UNDER THIS SECTION 2.1 UNLESS AND UNTIL ROYALTIES APPLICABLE UNDER ARTICLE 3 OF THIS AGREEMENT ARE PAID BY LICENSEE.

2.2. MPEG-2 Encoding Products. Upon the Licensee's payment of applicable royalties due under Article 3 and upon compliance with Paragraph 7.16.1 hereof and subject to other terms and conditions of this Agreement, the Licensing Administrator hereby grants to Licensee a royalty-bearing worldwide, nonexclusive, nontransferable sublicense under all MPEG-2 Patent Portfolio Patents to make, have made, use for purposes other than encoding an MPEG-2 Video Event for recording on an MPEG-2 Packaged Medium, and Sell or offer for Sale MPEG-2 Encoding Products (i) that bear the brand name that Licensee owns or otherwise has the right to use at Licensee's discretion or (ii) Sold without a brand-name if the decision to do so is at the discretion of Licensee. NO LICENSE IS GRANTED UNDER THIS SECTION 2.2 UNLESS AND UNTIL ROYALTIES APPLICABLE UNDER ARTICLE 3 OF THIS AGREEMENT ARE PAID BY LICENSEE AND, NOTWITHSTANDING ANY SUCH PAYMENT, NO LICENSE IS GRANTED HEREIN, BY IMPLICATION OR OTHERWISE, TO CUSTOMERS OF LICENSEE TO USE MPEG-2 ENCODING PRODUCTS, FOR ENCODING OR HAVING ENCODED ONE OR MORE MPEG-2 VIDEO EVENTS FOR RECORDING ON AN MPEG-2 PACKAGED MEDIUM FOR ANY USE OR DISTRIBUTION OTHER THAN PERSONAL USE OF LICENSEE'S CUSTOMER.

2.3. MPEG-2 Packaged Medium. Upon the Licensee's payment of applicable royalties due under Article 3 and subject to other terms and conditions of this Agreement, the Licensing Administrator hereby grants to Licensee a royaltybearing worldwide, nonexclusive, nontransferable sublicense under all MPEG-2 Patent Portfolio Patents to use MPEG-2 Encoding Products as limited below, for encoding or having encoded one or more MPEG-2 Video Event(s) for recording on an MPEG-2 Packaged Medium, and to Sell or offer for Sale MPEG-2 Packaged Medium. NO LICENSE IS GRANTED UNDER THIS SECTION 2.3 UNLESS AND UNTIL ROYALTIES APPLICABLE UNDER ARTICLE 3 OF THIS AGREEMENT ARE PAID BY LICENSEE.

2.4. No License or Immunity Unless Expressly Granted. No license or immunity is granted by either party hereto to the other party hereto, either directly or by implication, estoppel or otherwise, other than as expressly provided in Sections 2.1 through 2.3, 2.6, 7.3 and 7.4.

2.5. Sublicenses. Except as provided in Section 2.6, the sublicenses granted in Sections 2.1 through 2.3 do not include the right of the Licensee to grant any further sublicenses.

2.6. Extension of Sublicense to Affiliates. The sublicenses granted herein by the Licensing Administrator shall include the right of Licensee

to grant further sublicenses to its Affiliates, subject to the condition that any and all Affiliates of Licensee receiving such further sublicenses be identified in an attachment to this sublicense entitled "Licensed Affiliates." Each sublicensed Affiliate shall be bound by the terms and conditions of this sublicense as if it were named herein in the place of the Licensee; provided, however that Licensee shall pay and account to the Licensing Administrator for royalties hereunder payable as a result of the activities of any and all sublicensed Affiliates. Any sublicense granted to an Affiliate shall terminate automatically and without notice on the date such Affiliate ceases to be an Affiliate.

2.6.1. Notice to Licensing Administrator of Sublicense Termination. In the event that a sublicense to an Affiliate of Licensee is terminated either as a result of the Affiliate ceasing to be an Affiliate, or as a result of a termination of the sublicense of the Affiliate by Licensee, Licensee shall notify the Licensing Administrator of the termination within ten (10) Days of such termination, and the attachment entitled "Licensed Affiliates" shall be modified to reflect such termination of an Affiliate.

2.6.2. Notice to Licensing Administrator of New Sublicense. In the event that Licensee grants a new further sublicense to either a new Affiliate or an existing Affiliate not previously sublicensed, such new further sublicense shall be effective immediately upon the grant thereof; provided that Licensee notifies the Licensing Administrator within ten (10) Days of the grant of such new further sublicense, and the attachment entitled "Licensed Affiliates" is modified to include the new sublicensed Affiliate.

2.7. Scope of License Grant. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALL LICENSES GRANTED UNDER THIS AGREEMENT ARE LIMITED TO A FIELD OF USE TO COMPLY WITH THE MPEG-2 STANDARD. NO OTHER LICENSES FOR ANY OTHER PURPOSE OR USE ARE GRANTED HEREIN NOR ARE ANY LICENSES GRANTED TO ANY PORTION OR SEGMENT OF ANY PRODUCT EXCEPT THOSE PORTIONS OR SEGMENTS OF SUCH PRODUCTS THAT COMPLY WITH THE MPEG-2 STANDARD. THE LICENSES GRANTED UNDER THIS AGREEMENT FOR MPEG-2 ESSENTIAL PATENTS DO NOT EXTEND TO STRUCTURES, FEATURES, FUNCTIONS, OR PROCESSES NOT USED TO PRACTICE THE MPEG-2 STANDARD. IN PARTICULAR, AND WITHOUT LIMITATION, THERE IS NO LICENSE GRANTED UNDER THIS AGREEMENT FOR ANY VIDEO ENCODER OR DECODER FOR OTHER VIDEO COMPRESSION STANDARDS (E.G., AVC, VC-1). FURTHER, IT IS UNDERSTOOD AND AGREED THAT ANY LICENSE GRANTED HEREIN SHALL NOT INCLUDE ANY RIGHT TO MAKE, HAVE MADE, USE, OR SELL ANY PRODUCT OR PROCESS CAPABLE OF COMPLYING SOLELY WITH THE MPEG-1 STANDARD AND NO OTHER PORTION OF THE MPEG-2 STANDARD.

### 3. ROYALTY AND PAYMENTS

3.1. Royalty. Licensee shall pay to the Licensing Administrator a running royalty throughout the term of this Agreement on all MPEG-2 Royalty Products licensable by this Agreement that are Sold by Licensee or as otherwise required by this Agreement as follows:

3.1.1. MPEG-2 Decoding Product. Upon the Sale of each MPEG-2 Decoding Product Manufactured or Sold in a country in which one or more MPEG-2 Patent Portfolio Patent(s) is in force, the royalty for the sublicense granted pursuant to Section 2.1 shall be four United States Dollars (U.S. \$4.00) per MPEG-2 Decoding Product Sold prior to January 1, 2002; two and one half United States Dollars (U.S. \$2.50) per MPEG-2 Decoding Product Sold between January 1, 2002 and the later of December 31, 2009 or the execution date of this Agreement (in which case as provided below, the

applicable royalty is Two United States Dollars (\$2.00) per MPEG-2 Decoding Product as of the later of such dates) but not later than December 31, 2015; two United States Dollars (\$2.00) per MPEG-2 Decoding Product Sold between the later of January 1, 2010 and the execution date of this Agreement (failing which the applicable royalty continues to be two and one half United States Dollars (U.S. \$2.50) per MPEG-2 Decoding Product through such execution date) but not later than December 31, 2015; and \$0.50 per MPEG-2 Decoding Product Sold after December 31, 2015 with right of voluntary termination on thirty (30) Days' written notice unless and until an election is made to the Licensing Administrator in writing for a royalty of \$0.35 per MPEG-2 Decoding Product, MPEG-2 Encoding Product (pursuant to Section 3.1.2 below) or Consumer Product (pursuant to Section 3.1.3 below) Sold after December 31, 2015 in which case a right of voluntary termination shall not be available until on or after January 1, 2018 on thirty (30) Days' written notice.

3.1.2. MPEG-2 Encoding Product. Upon the Sale of each MPEG-2 Encoding Product Manufactured or Sold in a country in which one or more MPEG-2 Patent Portfolio Patent(s) is in force, the royalty for the sublicense granted pursuant to Section 2.2 shall be four United States Dollars (U.S. \$4.00) per MPEG-2 Encoding Product Sold prior to January 1, 2002; two and one half United States Dollars (U.S. \$2.50) per MPEG-2 Encoding Product Sold between January 1, 2002 and the later of December 31, 2009 or the execution date of this Agreement (in which case as provided below, the applicable royalty is Two United States Dollars (\$2.00) per MPEG-2 Decoding Product as of the later of such dates) but not later than December 31, 2015; two United States Dollars (\$2.00) per MPEG-2 Encoding Product Sold between the later of January 1, 2010 and the execution date of this Agreement (failing which the applicable royalty continues to be two and one half United States Dollars (U.S. \$2.50) per MPEG-2 Decoding Product through such execution date) but not later than December 31, 2015; and \$0.50 per MPEG-2 Encoding Product Sold after December 31, 2015 with right of voluntary termination on thirty (30) Days' written notice unless and until an election is made to the Licensing Administrator in writing for a royalty of \$0.35 per MPEG-2 Encoding Product, MPEG-2 Decoding Product (pursuant to Section 3.1.1 above) or Consumer Product (pursuant to Section 3.1.3 below) Sold after December 31, 2015 in which case a right of voluntary termination shall not be available until on or after January 1, 2018 on thirty (30) Days' written notice.

3.1.3. Consumer Product. Upon the sale of each Consumer Product Manufactured or Sold in a country in which one or more MPEG-2 Patent Portfolio Patent(s) is in force, the royalty for the sublicenses granted pursuant to Sections 2.1 and 2.2 for a Consumer Product shall be six United States Dollars (U.S. \$6.00) for Sales of such products prior to January 1, 2002; two and one half United States Dollars (U.S. \$2.50) for Sales of such products between January 1, 2002 and the later of December 31, 2009 or the execution date of this Agreement (in which case as provided below, the applicable royalty is Two United States Dollars (\$2.00) per MPEG-2 Decoding Product as of the later of such dates) but not later than December 31, 2015; two United States Dollars (\$2.00) for Sales of such products between the later of January 1, 2010 and the execution date of this Agreement (failing which the applicable royalty continues to be two and one half United States Dollars (U.S. \$2.50) per MPEG-2 Decoding Product through such execution date) but not later than December 31, 2015; and \$0.50 per Consumer Product Sold after December 31, 2015 with right of voluntary termination on thirty (30) Days' written notice unless and until an election is made to the Licensing Administrator in writing for a royalty of \$0.35 per Consumer Product, MPEG-2 Decoding Product (pursuant to Section 3.1.1 above) or MPEG-2

Encoding Product (pursuant to Section 3.1.2 above) Sold after December 31, 2015 in which case a right of voluntary termination shall not be available until January 1, 2018 on thirty (30) Days' written notice.

3.1.4. MPEG-2 Packaged Medium. Subject to Sections 3.1.5 through 3.1.7, the royalty for the sublicense granted pursuant to Section 2.3 for each copy of MPEG-2 Packaged Medium (Manufactured or Sold in a country in which one or more MPEG-2 Patent Portfolio Patent(s) is in force) containing one or more MPEG-2 Video Event(s) encoded using an MPEG-2 Encoding Product shall be as follows:

3.1.4.1. For the period prior to September 1, 2001, four United States Cents (U.S. \$0.04) for the first MPEG-2 Video Event on any MPEG-2 Packaged Medium;

3.1.4.2. For the period from September 1, 2001 through February 28, 2003, three and one half United States Cents (U.S. \$0.035) for the first MPEG-2 Video Event on any MPEG-2 Packaged Medium;

3.1.4.3. For the period from March 1, 2003 through December 31, 2009 or the execution date of this Agreement (whichever is later), three United States Cents (U.S. \$0.03) for the first MPEG-2 Video Event on any MPEG-2 Packaged Medium; but for Licensees that executed the MPEG-2 Packaged Medium Amendment, the royalty rates as provided in the MPEG-2 Packaged Medium Amendment apply from January 1, 2007 through December 31, 2009 or the execution date of this Agreement (whichever is later);

3.1.4.4. For Licensees that execute this Agreement before January 1, 2011, the applicable royalty rates from January 1, 2010 or the execution date of the Agreement (whichever is later) to December 31, 2010, one and seventy six one hundredths United States Cents (U.S. \$0.0176) for the first MPEG-2 Video Event on any MPEG-2 Packaged Medium;

3.1.4.5. The applicable royalty rates from January 1, 2011 or the execution date of this Agreement (whichever is later) through the term of the Agreement, one and six tenths United States Cents (U.S. \$0.016) for the first MPEG-2 Video Event on any MPEG-2 Packaged Medium; and

3.1.4.6. Notwithstanding the above, for the term of this Agreement, the applicable royalty rate for each MPEG-2 Packaged Medium having a normal playing time up to and including twelve (12) minutes, but not more than twelve (12) minutes of video programming, shall be one United States Cent (U.S. \$0.01).

3.1.4.7. MPEG-2 Packaged Medium disc replicators in full compliance with this Agreement through the end of 2015 shall be deemed to have paid-up coverage without additional royalty for MPEG-2 Packaged Medium Sold after December 31, 2015 if all applicable Affiliates, if any, of the MPEG-2 Packaged Medium replicator ("Enterprise") continue in full compliance with the MPEG-2 Patent Portfolio License.

3.1.5. MPEG-2 Video Event Additive Royalty. From the Effective Day of the Agreement through its term, the royalty rate for each MPEG-2 Packaged Medium containing an MPEG-2 Video Event shall be the applicable royalty rate set forth in the relevant subsection of Section 3.1.4, plus one United States Cent (U.S. \$0.01) for each additional thirty (30) minutes of video playing time or portion thereof on the same MPEG-2 Packaged Medium.



3.1.6. Movie Royalty Exception. The applicable royalty rate for a Movie shall not exceed the MPEG-2 Video Event royalty rate pursuant to the applicable subsection of Section 3.1.4 for each copy of such Movie, and for the second Movie contained on the same MPEG-2 Packaged Medium as such Movie, the royalty rate shall not exceed an additional two United States Cents (U.S. \$0.02).

3.1.7. Alternative Computation Option. From September 1, 2005 forward, Licensee may elect a simplified option for reporting and paying for all its MPEG-2 Packaged Medium royalties under which Licensee pays the MPEG-2 Video Event royalty rate pursuant to the applicable subsection of Section 3.1.4 for each and every MPEG-2 Packaged Medium regardless of its specific content or playing time (except where the playing time is 12 minutes or less in which case the royalty would continue to be \$0.01).

3.1.8. Royalties Are Additive. Subject to Section 3.1.3, the royalties set forth in this Section 3.1 are additive as to each MPEG-2 Royalty Product to the extent that individual royalties are applicable.

3.1.9. Election of Remedies. Licensee understands that no product is licensed under this Agreement unless applicable royalties under Article 3 have been paid by Licensee for such product and that this Agreement requires Licensee to pay applicable royalties for all MPEG-2 Royalty Products licensable under this Agreement that are Sold by Licensee and as otherwise provided herein. In the event that Licensee breaches its obligations to pay royalties under Article 3 for licensable MPEG-2 Royalty Products Sold by Licensee, the Licensing Administrator may elect to sue for breach of contract or the Licensors may elect to sue for infringement of applicable patents. Licensee will not object to either choice of remedy.

3.2. The Payment of Royalties. Royalties pursuant to this Article 3 for each MPEG-2 Decoding Product(s), MPEG-2 Encoding Product(s), or any Consumer Product (for purposes of this Section 3.2 "Product(s)") are payable upon the Sale of:

3.2.1. Products which allow the End User to decode and/or encode (consistent with the limitations set forth in Section 2.3) MPEG-2 compliant bit streams; provided, however, that no royalty shall be payable upon the Sale or distribution of Product(s) incorporated in a single self-contained device with an MPEG-2 Royalty Product with which such Product(s) cannot be used simultaneously and on which all royalties have been paid to the Licensing Administrator pursuant to Article 3.

3.2.2. Products in which the MPEG-2 functionality of the Product is encrypted, disabled or otherwise unusable only:

3.2.2.1. Upon the distribution of a key or other instrumentality allowing the Product to be used to decode and/or encode MPEG-2 compliant bit streams; or

3.2.2.2. If the encryption, disablement or other method employed to prevent use is generally breached; or

3.2.2.3. If Licensee fails to take reasonable steps to insure that the MPEG-2 functionality is encrypted, disabled or otherwise unusable, royalties for all such Products Sold shall become payable pursuant to Article 3.

3.2.3. MPEG-2 Decoding Product updates and/or MPEG-2 Encoding Product updates; provided, however, that no royalty shall be due if such update (i) is Sold or distributed for use in connection with an MPEG-2 Royalty Product upon which a royalty has been paid to the Licensing Administrator in accordance with Article 3, and (ii) the update which is Sold or distributed overwrites or otherwise renders not usable the preexisting MPEG-2 capability on the MPEG-2 Royalty Product which is upgraded.

### 3.3. Payment Schedule.

3.3.1. Except as provided in Section 3.4, royalties payable pursuant to Section 3.1 that accrue after the latest signature date of this Agreement shall be paid by Licensee to the Licensing Administrator semiannually either: (i) as previously agreed between Licensee and the Licensing Administrator in connection with a prior MPEG-2 Patent Portfolio License, or if there was no such agreement, (ii) as measured from the date of the Licensing Administrator's signature on this Agreement to the last business day of each six month period thereafter with the royalty payment to be made within two calendar months of such last business day. Such payment shall be preceded by a statement pursuant to Section 3.9, which statement shall be deemed to be true and correct unless shown otherwise in an audit in accordance with Section 3.10.

3.3.2. Back Royalties. Any royalties pursuant to the above schedule which accrued during the period from June 1, 1994 to the latest signature date specified above shall be payable within thirty (30) Days of such signature date, together with accrued interest of 10% per annum and shall be preceded by a royalty statement in accordance with Section 3.9.

3.4. Payments Upon Termination or Expiration. Within thirty (30) Days after the effective date of termination or expiration of this Agreement, Licensee shall pay the Licensing Administrator (i) any and all amounts that are due pursuant to this Agreement as of the effective date of such termination or expiration, preceded by a royalty statement for such payment in accordance with Section 3.9, and (ii) all amounts at the applicable royalties specified in Section 3.1 for all MPEG-2 Royalty Products in the possession of the Licensee as if such MPEG-2 Royalty Product had been Sold as of the effective date of such termination or expiration.

3.5. Form of Payment. Any payment made under the provisions of this Agreement shall be made by wire transfer or by other means of payment acceptable to the Licensing Administrator.

3.5.1. The amounts payable hereunder shall be paid to the Licensing Administrator by the Licensee in United States Dollars.

3.6. Taxes. In addition to the royalties set forth in Section 3.1, Licensee shall pay or reimburse the Licensing Administrator for any and all taxes, such as sales, excise, value added, use taxes, consumption taxes, and similar taxes of the Licensee, based on payments to be made hereunder in a jurisdiction(s) where such taxes are required. The royalties set forth in Section 3.1 shall be subject to withholding of any taxes of the Licensor required by applicable law. Withholding taxes, although withheld from royalty payments and remitted to the tax authority as required by law, are deemed paid by Licensors because the Licensors are the beneficial owners of all royalties.

3.6.1. At the Licensing Administrator's request, the Licensee shall file any necessary tax forms required or desirable in order to apply for the

application of rates under tax treaties. Nothing in this Section 3.6.1 shall require Licensee to take any action inconsistent with any applicable law or government regulation.

3.6.2. The Licensee shall not be required to pay or reimburse the Licensing Administrator for taxes based upon the net worth, capital, net income, or franchise of the Licensing Administrator, nor for taxes imposed upon the Licensing Administrator solely by reason of the Licensing Administrator's doing business in or being incorporated in the jurisdiction imposing such taxes.

3.6.3. The Licensee shall reasonably cooperate with the Licensing Administrator in respect to mitigation of any withholding taxes, including providing such information as may be required by the Licensing Administrator for purposes of obtaining refunds of any taxes withheld.

3.6.4. The Licensing Administrator shall reasonably cooperate and provide such information as may be required by the Licensee for any purpose or reason relating to taxation.

3.6.5. If the Licensee in good faith contests any tax that is payable or reimbursable by the Licensee, the Licensing Administrator shall reasonably cooperate in such contest at the Licensee's expense.

3.6.6. The Licensing Administrator shall pass on to the Licensee any tax refunds received by the Licensing Administrator with respect to the Licensee's previous payment or reimbursement of applicable taxes, if any.

3.7. Late Payments. Any payment required hereunder that is received by the Licensing Administrator after the date it is due pursuant to the terms of Article 3 (including unpaid portions of amounts due) shall bear interest, compounded monthly, at the lesser of 10% per annum or the highest interest rate permitted to be charged by the Licensing Administrator under applicable law.

3.7.1. Any interest charged or paid in excess of the maximum rate permitted by applicable law shall be deemed the result of a mistake and interest paid in excess of the maximum rate shall be promptly credited or refunded (at Licensee's option) to Licensee.

3.7.2. When Payments are Deemed Made. No payment shall be deemed made under this Agreement until the funds in the appropriate amount and as specified in this Agreement are actually received by the Licensing Administrator.

3.8. Dishonored Checks. If a payment due under this Agreement is permitted to be paid by check by the Licensing Administrator and the Licensee's check is dishonored, the payment may at the Licensing Administrator's option be deemed not to have been made. The Licensing Administrator may at its option, by written notice to Licensee, require subsequent payments to be made by wire transfer or cashier's check in immediately available funds.

3.9. Statements. Licensee shall provide the Licensing Administrator with a statement for each period as defined in Sections 3.3.1, 3.3.2 and 3.4. Such statement shall be provided in electronic form to the Licensing Administrator at least thirty (30) Days before a royalty payment, if any, associated with such statement is due. For the convenience of Licensee, the Licensing Administrator may, in its sole discretion, agree to other forms or reports.

3.9.1. A statement shall show in reasonable detail and separately identify for each MPEG-2 Royalty Product both the quantity and country of Manufacture and the quantity and country of Sale of any and all MPEG-2 Royalty Products Sold by Licensee and its Affiliates during such reporting period, and a calculation of the royalties, if any, which are payable by virtue of such Manufacture and Sale of MPEG-2 Royalty Products during the period when the payment, if any, accrued.

3.9.2. All such statements shall be certified by an employee of Licensee authorized to make such certification.

3.9.3. The Licensing Administrator shall maintain all information in such statements of Licensee as Confidential Information in accordance with Article 5 of this Agreement, except to the extent that the information is needed by the Licensing Administrator to either (i) enforce any rights under this Agreement, or (ii) report to the Licensors the aggregate royalties paid by all sublicensees of the Licensing Administrator. In no event shall the Licensing Administrator provide to any of the Licensors information on royalties paid on a licensee-by-licensee basis unless required by law, court order, or rule or regulation.

### 3.10. Audits.

3.10.1. Books and Records. Licensee shall keep and maintain accurate and detailed books and records adequate for the Licensing Administrator to ascertain the royalties payable hereunder. Books and records pertaining to a particular royalty reporting period shall be maintained for at least three (3) years from the date on which a royalty is paid or becomes due in respect of such period.

3.10.2. Audit Rights. The Licensing Administrator shall have the right to audit or have audited the books and records of Licensee relating to payments made or due hereunder for any and all period(s) of MPEG-2 Patent Portfolio coverage from the Effective Date for the sole purpose of verifying the amounts due and payable hereunder, not more than once per calendar year (unless audit reveals a shortfall as provided in this Section in which case there shall be no such limitation) upon reasonable notice to the Licensee. If reasonably practicable, all such audits shall be conducted during reasonable business hours of the Licensee.

3.10.2.1. Any such audit shall be performed by an independent certified public accountant(s), consultant(s), or equivalent ("Auditor") authorized to practice in the country where the audit is to take place. Licensee shall fully cooperate with Auditor in conducting such audit and shall permit Auditor to inspect and copy such portions of the Licensee's books and records that the Auditor deems appropriate and necessary in accordance with the professional standards applicable to the Auditor in the country where the Audit is to take place ("Necessary Records"). It shall be a material breach of this Agreement for the Licensee to fail to provide to Auditor such Necessary Records.

3.10.2.2. The Licensing Administrator shall have the Auditor (and each member or employee thereof participating in the audit) agree not to disclose any information learned by the Auditor in the audit to any Licensor, nor use any such information, except (i) for providing the Licensing Administrator with a statement of payments due by Licensee in sufficient detail consistent with Section 3.9; or (ii) in connection with the Licensing Administrator's enforcement of rights under this Agreement.

Such agreement shall constitute the complete nondisclosure obligation of the Auditor.

3.10.2.3. The cost of an audit in accordance with Section 3.10.2 shall be at the expense of the Licensing Administrator; provided, however, the Licensee shall pay the full cost of the audit if the audit reveals any underpayment which in the aggregate is greater than five percent (5%) of the amount actually due for the period being audited. Any payments due by the Licensee under Section 3.10 shall be due within thirty (30) days of notice from Licensing Administrator.

3.10.2.4. Within thirty (30) Days after receiving notice from the Licensing Administrator of any shortfalls uncovered, Licensee shall pay (i) any shortfalls plus interest as set forth in Section 3.7, as measured from the date when such shortfall should have been paid and (ii) the cost of the audit if required under Section 3.10.2.3.

#### 4. REPRESENTATIONS AND WARRANTIES

4.1. The Licensing Administrator represents and warrants that it has the authority, power and right to grant the rights and licenses to Licensee under this Agreement.

4.2. The Licensing Administrator makes no representation or warranty that the MPEG-2 Patent Portfolio Patent(s) sublicensed hereunder includes all MPEG-2 Essential Patent(s) throughout the world, or that the making, using or selling of products, or providing services covered by the claims of the MPEG-2 Patent Portfolio Patent(s) licensed hereunder will not infringe, directly, contributorily, by inducement or otherwise, any patent or other intellectual property right of a person or entity other than the MPEG-2 Patent Portfolio Patents of the Licensors.

4.3. The Licensing Administrator makes no representation or warranty about the infringement (direct, contributory, by inducement or otherwise) of any Patent by any MPEG-2 Royalty Product(s) licensed under this Agreement.

4.4. Licensee represents and warrants that (a) Licensee is entering into this Agreement for its own convenience in acquiring patent rights necessary for compliance with the MPEG-2 Standard from multiple licensors in a single transaction rather than electing its option to negotiate separate license agreements with individual Licensors, (b) Licensee is fully aware that the patents in the MPEG-2 Patent Portfolio may not include all present and future MPEG-2 Essential Patent(s), and that this Agreement may not provide Licensee with all the patent rights or other rights needed to perform the activities contemplated by Licensee in entering into this Agreement; and (c) Licensee understands that the terms of this Agreement require the payment of the same specified royalty regardless of whether one or more MPEG-2 Patent Portfolio Patents are infringed. The Licensing Administrator and Licensee recognize that Licensee has the right to separately negotiate a license with any or all of the Licensors under any and all of the MPEG-2 Patent Portfolio Patents under terms and conditions to be independently negotiated by each Licensor, and that this Agreement has been entered into freely and at the option of the Licensee.

4.5. Licensee represents and warrants that it has not granted an exclusive license under an MPEG-2 Essential Patent owned by Licensee and has not assigned an MPEG-2 Essential Patent in anticipation of entering into this Agreement. Notwithstanding anything to the contrary in this

Agreement, Licensors reserve the right to grant to Licensing Administrator an exclusive license under any MPEG-2 Patent Portfolio Patent with respect to any particular party.

4.6. Licensee represents that it understands it is not required by this Agreement to use all MPEG-2 Patent Portfolio Patents licensed herein, and that the respective royalty rates specified in this Agreement represent the value to Licensee of making, selling and/or offering for Sale an MPEG-2 Royalty Product that is licensed under this Agreement and not the value of using any particular MPEG-2 Patent Portfolio Patent or package of MPEG-2 Patent Portfolio Patents. Licensee further represents that in using the MPEG-2 Standard in any product it is using one or more MPEG-2 Essential Patent(s).

4.7. Licensee represents that it understands that nothing in this Agreement prevents Licensee from using, licensing or in any other way dealing in or with any other technology, whether or not such technology is deemed to be competitive with the MPEG-2 Standard, including the MPEG-2 Patent Portfolio Patent(s) licensed in this Agreement.

4.8. Licensee represents that it understands that the royalty rates specified in this Agreement are payable under the terms of this Agreement for the life of this Agreement and that nothing shall compel the Licensors or the Licensing Administrator to reduce the royalties specified in this Agreement during the term of this Agreement.

4.9. Each party represents and warrants that it will comply with all applicable laws, regulations or ordinances pertaining to its performance hereunder.

4.10. Each party represents and warrants that this Agreement and the transactions contemplated hereby do not violate any agreements to which it is subject as a party or otherwise.

4.11. Each party further represents and warrants that in executing this Agreement, it does not rely on any promises, inducements, or representations made by any party or third party with respect to this Agreement or any other business dealings with any party or third party, now or in the future.

4.12. Each party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any such voluntary petition, and does not presently have reason to believe that such an involuntary petition will be filed against it.

4.13. Licensee and the Licensing Administrator recognize that the royalties payable shall neither increase nor decrease because of an increase or decrease in the number of MPEG-2 Patent Portfolio Patents licensed or because of an increase or decrease in the prices of its MPEG-2 Royalty Products.

4.14. Other than the express warranties of this Article 4, there are NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## 5. CONFIDENTIAL INFORMATION

5.1. For a period of five (5) years as measured from the first date of disclosure pursuant to this Agreement, the Licensing Administrator agrees to use reasonable care and discretion, at least commensurate with that

degree of care it uses to protect similar information of its own, to avoid disclosure, publication, or dissemination of received Confidential Information, outside of those employees, officers, or consultants of the Licensing Administrator who have a need to know Confidential Information.

5.2. Disclosure by the Licensing Administrator of Confidential Information under Section 5.1 of this Agreement shall be permitted in the following circumstances; provided that (except with respect to Section 5.2.3) the Licensing Administrator shall have first given reasonable notice as practicable to Licensee that such disclosure is to be made:

5.2.1. In response to an order of a court, legal process or other governmental body;

5.2.2. Otherwise required by law;

5.2.3. Necessary to establish rights under this Agreement; or

5.2.4. If necessary in a proceeding before a governmental tax authority.

5.3. Notwithstanding any other provisions of this Agreement, the obligations specified in Section 5.1 of this Agreement will not apply to any information that:

5.3.1. Is or becomes publicly available without breach of this Agreement; or

5.3.2. Is released for disclosure by written consent of the Licensee.

## 6. TERM AND TERMINATION

6.1. Term. This Agreement shall expire on the expiration of all MPEG-2 Patent Portfolio Patents.

6.2. Termination for Material Breach. The Licensing Administrator shall have the right to terminate this Agreement upon breach of a material provision thereof by the Licensee. Subject to Sections 6.5.6 and 6.5.7, such termination for material breach shall become effective upon the Licensing Administrator sending written notice to the Licensee specifying the breach, and the failure of the Licensee to demonstrate, to the satisfaction of the Licensing Administrator, that Licensee has cured such breach within thirty (30) Days of the sending of such notice. A material breach as that term is used herein shall include, but is not limited to:

6.2.1. Failure of the Licensee to make payments and provide statements in accordance with this Agreement;

6.2.2. Failure of the Licensee to maintain adequate books and records or to permit an audit in accordance with Section 3.10; or

6.2.3. Failure of the Licensee to grant licenses to MPEG-2 Essential Patent(s) licensable or sublicensable by Licensee in accordance with Sections 7.3 or 7.4.

6.3. Partial Termination in the Event of Litigation. The Licensing Administrator, upon the instruction of a Licensor, shall terminate Licensee's sublicense under any MPEG-2 Patent Portfolio Patent(s) licensed or sublicensed to the Licensing Administrator by such Licensor in the event that the Licensee has brought a lawsuit or other proceeding for infringement of an MPEG-2 Related Patent(s) and/or an MPEG-2

Essential Patent(s) against such Licensor, and Licensee has refused to grant the Licensor a license on fair and reasonable terms and conditions under the MPEG-2 Related Patent(s) and/or MPEG-2 Essential Patent(s) upon which the lawsuit or other proceeding is based. As part of the consideration for the licenses granted in this Agreement and for purposes of this Section 6.3 only, the Licensor's per Patent share of royalties payable pursuant to Section 3.1 shall be presumed to be a fair and reasonable royalty rate for Licensee's Patent(s), but Licensors who are Licensees are exempted from this presumption as a result of, among other things, the costs incurred in connection with this licensing program.

6.3.1. In the event Licensee exercises any of its have made rights under Article 2 with any party not otherwise licensed under the rights extended by the Licensee pursuant to the Licensee's have made rights ("Unlicensed Other Party") and (i) such Unlicensed Other Party brings a lawsuit or other proceeding for infringement of any MPEG-2 Essential Patent or MPEG-2 Related Patent against a Licensor, (ii) such Unlicensed Other Party refuses to grant the Licensor a license on reasonable and non-discriminatory terms and conditions under the MPEG-2 Essential Patent(s) and/or MPEG-2 Related Patent(s) upon which the lawsuit or other proceeding is based, and (iii) Licensor requests that Licensing Administrator revoke the Licensee's have made rights pursuant to Section 6.3.1, then the Licensing Administrator shall revoke Licensee's have made rights under any MPEG- 2 Patent Portfolio Patent(s) licensed or sublicensed to the Licensing Administrator by such Licensor with respect to such Unlicensed Other Party, and any MPEG-2 Royalty Product(s) which is made by such Unlicensed Other Party shall not be licensed under the have made rights provided in this Agreement as they relate to such Licensor's MPEG-2 Essential Patents in any respect whatsoever. For purposes of Section 6.3.1, the Licensor's per patent share of royalties payable pursuant to Section 3.1 shall be presumed to be a fair, reasonable and nondiscriminatory royalty rate for the Unlicensed Other Party's Patent(s) considering the essential nature of the Licensor's Patent(s) licensed hereunder).

6.4. Voluntary Termination. Licensee may not terminate this Agreement prior to December 31, 2015. Following that date, a Licensee may terminate this Agreement by providing thirty (30) Days' written notice unless Licensee elects the \$0.35 option in Section 3.1.1, Section 3.1.2 or Section 3.1.3 in which case Licensee may not terminate this Agreement prior to January 1, 2018 and following that date, may terminate this Agreement with thirty (30) Days' prior written notice.

6.5. Other Terminations. In addition to other provisions set forth in this Agreement, this Agreement may be terminated by the Licensing Administrator upon the occurrence of the following events:

6.5.1. If Licensee files a petition in bankruptcy or the equivalent thereof, or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) Days after the filing date thereof, or is or becomes insolvent, or admits of a general inability to pay its debts as they become due.

6.5.2. Upon the de facto or de jure nationalization or expropriation of Licensee by governmental or military action, whether or not with valid authority.

6.5.3. Upon any failure by Licensee to provide, within thirty (30) Days after written notice from the Licensing Administrator, satisfactory and



adequate assurances that Licensee is able and willing to fully and effectively perform its obligations under this Agreement.

6.5.4. Upon Licensee's failure during the term of this Agreement to pay royalties and/or provide statements as required by this Agreement.

6.5.5. Upon determination of a court of competent jurisdiction that an Affiliate of Licensee has infringed a Patent licensed under this Agreement.

6.5.6. If Licensee in any judicial or administrative proceeding or the equivalent thereof (i) asserts that any MPEG-2 Essential Patent is not enforceable or is invalid and/or (ii) asserts a position that is in conflict with any of the representations, warranties, or covenants made by Licensee in this Agreement, regardless of whether such representations and/or warranties are set forth in the whereas clauses of this Agreement or in Article 4 or in Sections 7.5 and 7.14. Termination pursuant to this Section 6.5.6 shall be effective as of the date written notice is sent to Licensee by Licensing Administrator.

6.5.7. In the event that any of the events listed in Sections 6.5.1, 6.5.2, 6.5.3, 6.5.4, or 6.5.5 hereof occur, this Agreement may be terminated by the Licensing Administrator upon thirty (30) Days' written notice to Licensee, without any right of Licensee to cure.

6.6. Survival. The following provisions of this Agreement shall survive expiration or termination of this Agreement:

6.6.1. The obligation of Licensee to pay all royalties accrued pursuant to Article 3 as of the effective date of expiration or termination;

6.6.2. The obligation of Licensee to provide statements under Section 3.9 and to allow for an audit pursuant to Section 3.10;

6.6.3. The obligation of the Licensing Administrator to maintain confidentiality under Article 5; and

6.6.4. The obligations of Licensee pursuant to Sections 7.3 and 7.4.

## 7. MISCELLANEOUS PROVISIONS

### 7.1. Assignment.

7.1.1. In the event that the right of the Licensing Administrator to grant MPEG-2 Patent Portfolio Licenses is transferred to a successor Licensing Administrator, this Agreement shall be deemed assigned to the successor Licensing Administrator.

7.1.2. This Agreement may not be assigned by the Licensee to any other person or entity under any circumstances. This Agreement shall terminate upon the sale by Licensee of (i) all or substantially all of its assets, (ii) all or substantially all of its assets used in the activities contemplated by this Agreement, or (iii) its capital shares (or similar indicia of ownership) or upon similar transaction. This provision does not exempt a Licensee's successor(s) in interest from liability for any unpaid royalties regardless of whether the Agreement is executed by such Licensee's successor(s) in interest.

### 7.2. Notice.

7.2.1. All notices required or permitted under this Agreement (except Section 1.19) to Licensee or Licensing Administrator shall be sent by either Certified Mail with return receipt requested, overnight delivery by commercial or other service which can verify delivery, fax to the number indicated herein, or by e-mail to the address indicated herein, which may be updated by Licensee from time to time. Such notice so sent shall be effective as of the date it is sent. Notwithstanding anything to the contrary herein, amendments to Attachment 1 hereto, if any, shall be effective upon the posting of the new Attachment 1 on the website of the Licensing Administrator and such posting shall constitute notice pursuant to this Section.

7.2.2. All notices from the Licensing Administrator to Licensee shall be sent to:

Name:  
Title:  
Company:  
Address:  
Tel:  
Fax:  
E-mail:  
CC:  
Name:  
Title:  
Company:  
Address:  
Tel:  
Fax:  
E-mail:

7.2.3. All notices from the Licensee to the Licensing Administrator or its successor shall be sent to:

Contract Administrator  
MPEG LA, LLC  
4600 S. Ulster St., Suite 400  
Denver, CO, USA 80237  
Tel: 303-331-1880  
Fax: 303-331-1879  
E-mail: [Contractadministrator@mpegla.com](mailto:Contractadministrator@mpegla.com)  
Website: [www.mpegla.com](http://www.mpegla.com)

7.3. Licensee Grant. Upon full execution of this Agreement, and as part of the consideration for the licenses granted in this Agreement, Licensee agrees to grant a worldwide, nonexclusive license and/or sublicense under any and all MPEG-2 Essential Patent(s) that Licensee or its Affiliate(s), if any, has the right to license and/or sublicense, to any Licensor or any sublicensee of the Licensing Administrator desiring such a license and/or sublicense on fair and reasonable terms and conditions. As part of the consideration for the licenses granted in this Agreement and for purposes of this Section 7.3 only, the Licensors' per Patent share of royalties payable pursuant to Section 3.1 of this Agreement shall be presumed to be a fair and reasonable royalty rate for Licensee's Patent(s), taking into account any bona fide payment required to be made by Licensee to any unrelated third party upon the Licensee's sublicensing of such Patent(s), but Licensors who are Licensees are exempted from this presumption as a result of, among other things, the costs incurred in connection with this licensing program.

7.4. Licensee's Option. In lieu of Section 7.3, Licensee shall have the option to hereby grant a worldwide, nonexclusive, nontransferable (except to a successor Licensing Administrator) license and/or sublicense under any and all of its MPEG-2 Essential Patent(s) to the Licensing Administrator with the right by the Licensing Administrator to grant MPEG-2 Patent Portfolio Licenses that include the MPEG-2 Essential Patent(s) that Licensee or its Affiliate(s), if any, has the right to license or sublicense. Licensee shall identify to the Licensing Administrator any and all of its patents and patents of its Affiliate(s), if any, which Licensee believes in good faith to be MPEG-2 Essential Patent(s). Whether each of the patent(s) identified by Licensee is an MPEG-2 Essential Patent(s) shall be determined according to an established procedure applicable to all new patents identified to the Licensing Administrator pursuant to the terms of an agreement referred to as the "Agreement Among Licensors." The terms and conditions of the license and/or sublicense granted by the Licensee to the Licensing Administrator under this Section 7.4 shall be identical to the terms and conditions of the license and/or sublicense granted by each Licensor to the Licensing Administrator. If Licensee elects the option set forth in this Section 7.4, it shall be required to enter into the "Agreement Among Licensors," which has been entered into by all Licensors.

#### 7.5. Licensee Covenants.

7.5.1. Licensee hereby covenants to notify promptly the Licensing Administrator in the event that any allowed Patent application(s) published for opposition, which is licensed or sublicensed to the Licensing Administrator pursuant to Section 7.4 of this Agreement as an MPEG-2 Essential Patent(s), does not issue as an MPEG-2 Essential Patent(s).

7.5.2. Licensee shall promptly identify to the Licensing Administrator each Patent(s), except for MPEG-2 Patent Portfolio Patents of the Licensors, licensable or sublicensable by Licensee or its Affiliate(s), if any, which Licensee believes in good faith to be an MPEG-2 Essential Patent(s) within fourteen (14) Days of execution of this Agreement.

7.5.3. In the event that Licensee or any of its Affiliates has granted an exclusive license to a third party under an MPEG-2 Essential Patent(s) prior to the date of Licensee's execution of this Agreement, Licensee shall advise the Licensing Administrator prior to the execution of this Agreement of such an exclusive license and identify to the Licensing Administrator such third party.

#### 7.6. Licensing Administrator Covenants.

7.6.1. The Licensing Administrator covenants that if during the term of this Agreement, it acquires rights to grant sublicenses under additional MPEG-2 Essential Patent(s), the MPEG-2 Patent Portfolio License herein will be supplemented to include such additional MPEG-2 Essential Patent(s).

7.6.2. The Licensing Administrator covenants that, with the exception of partial termination under Section 6.3, any deletion from the MPEG-2 Patent Portfolio shall occur only upon a determination in good faith by the Licensors, or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed, that the deleted Patent(s) is invalid or unenforceable in the country which issued or published the Patent(s), and that any addition to the MPEG-2 Patent Portfolio shall occur only upon the determination pursuant to established

procedures that the additional Patent(s) is an MPEG-2 Essential Patent(s) in the country which issued or published the Patent(s).

7.6.3. The Licensing Administrator covenants that if any Patent(s) in the MPEG-2 Patent Portfolio sublicensed by the Licensing Administrator to Licensee pursuant to the terms hereof is found not to be an MPEG-2 Essential Patent(s) in the country which issued or published the Patent(s), either by the Licensors or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed and such Patent(s) which is licensed to Licensee is to be deleted from the MPEG-2 Patent Portfolio, the Licensing Administrator shall give notice to Licensee of such deletion, and Licensee shall have the option to retain its sublicense under the deleted Patent(s) for the remainder of the term of this Agreement.

7.6.4. The Licensing Administrator covenants that it shall not delete from or add to the MPEG-2 Patent Portfolio for reasons other than stated in Sections 7.6.1, 7.6.2, 7.6.3 and Section 6.3.

7.6.5. The Licensing Administrator covenants that the royalties set forth in Section 3.1 shall not increase during the term of this Agreement, as set forth in Article 6.

7.7. Most Favorable Royalty Rates. Except as provided in Section 7.7.1, in the event that the Licensing Administrator grants an MPEG-2 Patent Portfolio License to another party with royalty rates more favorable than those set forth in Section 3.1 of this Agreement as they pertain to the specific products which are licensed thereunder, whether or not such more favorable royalty rates are on terms and/or conditions that are different than those set forth herein, the Licensing Administrator shall send written notice to Licensee specifying the more favorable royalty rates and any terms and/or conditions that are different than those set forth herein within thirty (30) Days of the granting of the MPEG-2 Patent Portfolio License providing for such more favorable royalty rates. Licensee shall be entitled to an amendment of this Agreement to the extent of providing for royalty rates as favorable as that available to such other party within thirty (30) Days of sending written notice to the Licensing Administrator requesting such amendment; provided, however, that this Agreement shall also be amended to include any additional terms provided in connection with the more favorable royalty rate as specified by the Licensing Administrator. Any amendment made pursuant to this Section 7.7 shall be effective as of the date it is made, and such more favorable royalty rates shall not be retroactively applicable in favor of the Licensee, and shall not be a basis for claiming any refund of royalties paid prior to such effective date.

7.7.1. Section 7.7 shall not apply to:

7.7.1.1. Settlement of litigation;

7.7.1.2. Determination by the Licensing Administrator of back royalties owed by a sublicensee or prospective sublicensee;

7.7.1.3. Compromise or settlement of royalty payments owed by a sublicensee in financial distress;

7.7.1.4. Individual licenses or sublicenses granted by a Licensor to a third party;

7.7.1.5. An order of a court or an administrative body; and

7.7.1.6. An unauthorized act of the Licensing Administrator.

7.8. Freedom of Independent Development. Nothing in this Agreement shall be construed as prohibiting or restricting Licensee from independently developing competitive video products or video services.

7.9. Relationship. Nothing in this Agreement shall be construed to create a principal-agent relationship, partnership or joint venture between the parties, or give rise to any fiduciary duty from one party to the other party.

7.10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this Agreement will remain in full force and effect to the extent that the interests of the parties in entering this Agreement can be realized.

7.11. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either party to take action upon the breach of any provision of this Agreement shall not be construed as acquiescence or waiver of any such breach.

7.12. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns to the extent assignment is permitted by this Agreement.

7.13. Article and Section Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

7.14. Representation of Counsel; Mutual Negotiation. Each party had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated at arms length, with the advice and participation of counsel, and prepared at the joint request, direction, and instruction of the parties, and shall be interpreted in accordance with its terms without favor to any party.

7.15. English Language. The parties have required that this Agreement and all documents relating thereto be drawn up in English.

7.16. Notice to Customers.

7.16.1. MPEG-2 Packaged Media Notice: Licensee agrees to provide to its customers or any other party that receives from it an MPEG-2 Encoding Product licensed under Section 2.2 of this Agreement a notice which specifies that: "ANY USE OF THIS PRODUCT IN ANY MANNER OTHER THAN PERSONAL USE THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, LLC, 4600 S. ULSTER ST., SUITE 400, DENVER, CO 80237."

Licensee understands that the license granted pursuant to Section 2.2 of this Agreement is conditioned on the Licensee providing the notice specified in this Section.

7.17. Bankruptcy.

7.17.1. In the event that the Licensing Administrator should file a petition under the United States federal bankruptcy laws, or that an involuntary petition shall be filed against the Licensing Administrator, the parties intend that Licensee shall be protected in the continued enjoyment of its rights as Licensee under the MPEG-2 Patent Portfolio Patents sublicensed hereunder to the maximum feasible extent including, without limitation, if it so elects, the protection conferred upon licensees under 11 U.S.C. Section 365(n). The Licensing Administrator agrees that it will give Licensee notice of the filing of any voluntary or involuntary petition under the United States federal bankruptcy laws.

7.17.2. The MPEG-2 Patent Portfolio Patents sublicensed hereunder shall be deemed to be "intellectual property" as the term is defined in 11 U.S.C. Section 101(35A). All written agreements entered into in connection with the parties' performances hereunder from time to time shall be considered agreements "supplementary" to this Agreement for purposes of said Section 365(n).

7.18. Choice of Law and Consent to Jurisdiction. The validity, construction and performance of this Agreement shall be governed by the substantive law of the State of New York, United States of America, without regard to the conflict of law rules. The parties to this Agreement hereby consent to the jurisdiction of the federal and state courts of the states of Colorado, Delaware, Maryland and/or New York ("Applicable Courts") in the event of any dispute arising under or in connection with this Agreement. In the event either party files an action against the other in any Applicable Court, the other party hereby waives any right to assert lack of personal jurisdiction.

7.19. No Third Party Beneficiaries. Except as provided in this Section 7.19, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party other than the Licensors or to confer any rights on any third party other than the Licensors. Notwithstanding anything to the contrary herein, any Licensee under an MPEG-2 Patent Portfolio License which is in full compliance with its obligations under such License shall be deemed a third party beneficiary of the obligations under Section 7.3 of any other Licensee.

7.20. Entire Agreement.

7.20.1. The provisions of this Agreement, including its attachments and any amendments, constitute the entire agreement between the parties, and supersede any and all prior communications and understandings, oral or written, between the parties relating to the subject matter hereof.

7.20.2. Except for supplementation of or deletion from the MPEG-2 Patent Portfolio by the Licensing Administrator or amendments to the MPEG-2 Standard as provided in Article 1, no amendment of this Agreement shall be effective unless such amendment is in writing and specifically references this Agreement, and is signed by all parties hereto. The Licensing Administrator shall promptly notify Licensee of any supplementation of or deletion from the MPEG-2 Patent Portfolio.

7.21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Licensee)

Date: \_\_\_\_\_ By: \_\_\_\_\_

MPEG LA, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_

Lawrence A. Horn  
President and CEO

Opus

Licensing details

Copyright

Specification

The specification is freely available as part of IETF RFC 6716. The RFC includes the reference implementation, which is available under the three-clause BSD license (see below).

Implementation

Both the reference implementation and the revised implementations on opus-codec.org are available under the three-clause BSD license. This BSD license is compatible with all common open source and commercial software licenses.

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Tools

Most of the command-line Ogg-based tools that are shipped as part of the separate opus-tools package are also released under the three-clause BSD license. The only exception is the opusinfo tool, which is released under the GPLv2 license. Proprietary software developers wishing to use Opus may copy code from opusenc and opusdec, but they may not copy code from the opusinfo tool to build their applications.

Patents

Opus is covered by several patents. These patents are available under open-source-compatible, royalty-free licenses. If you are not trying to attack Opus with your patents, you will not have problems with these licenses.

Some of these licenses have been updated in the past and may be updated again in the future. However, updates never invalidate the old licenses and users are always free to rely on any of the previously available

licenses. In other words, newer licenses can give more rights, but never fewer.

Xiph.Org Foundation

The Xiph.Org foundation has several patent applications on techniques used in Opus. When issued, these patents will be automatically available under the terms provided in the below license. The license covers the listed patent applications, along with any other patent or application covering Opus that is owned by Xiph.Org.

Xiph.Org

Patents/Applications covered

- US 61/284,154
- US 61/450,041
- US 61/450,053
- US 61/450,060
- and any other applicable

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Definitions. Specification means, and includes the following, both individually and collectively, (a) any standard specification of the Opus codec adopted by the IETF Codec Working Group ("Standard") and (b) any reference implementation (each, a "Reference Implementation") published by the IETF Codec Working Group in the request for comments ("RFC") issued by the IETF for the Specification draft for which this License is issued, or any RFC that is issued as an update or new version thereof. An Implementation means any Reference Implementation, or another implementation that complies with the Specification. Licensed Patents means all patents currently owned by Xiph or acquired hereafter that Xiph has the right to license as set forth above and that are necessarily infringed by the Specification, where "necessarily infringed" means: in the case of (a) above, there is no commercially viable means of implementing the Specification without infringing such patent; in the case of (b) above, use of the reference implementation to the extent it infringes such patent.

Termination. If you, directly or indirectly via controlled affiliate or subsidiary, agent, or exclusive licensee, file a Claim for patent infringement against any entity alleging that an Implementation in whole or in part constitutes direct or contributory patent infringement, or inducement of patent infringement (a "Claim"), provided that a Reference Implementation also infringes the patents asserted in the Claim, then any patent rights granted to you under this License shall automatically terminate retroactively as of the date you first received the grant. Claims made against an Implementation in part will only trigger termination if the Implementation in part was done for the purpose of combining it with other technology that complies with the Specification so that the technology's ultimate use will be consistent with the Standard as a whole.

This license is also filed on the IETF site.

Broadcom

Broadcom has both issued patents and outstanding applications covering Opus. These are available under the same license as the Xiph.Org patents. The license covers the listed patents and patent applications, along with any other patent or application covering Opus that is owned by Broadcom.

Broadcom

Patents/Applications covered

- US 61/406,106
- US 61/394,842



- US 7,353,168
- and any other applicable

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Definitions. Specification means, and includes the following, both individually and collectively, (a) any standard specification of the Opus codec adopted by the IETF Codec Working Group ("Standard") and (b) any reference implementation (each, a "Reference Implementation") published by the IETF Codec Working Group in the request for comments ("RFC") issued by the IETF for the Specification draft for which this License is issued, or any RFC that is issued as an update or new version thereof. An Implementation means any Reference Implementation, or another implementation that complies with the Specification. Licensed Patents means all patents currently owned by Broadcom or acquired hereafter that Broadcom has the right to license as set forth above and that are necessarily infringed by the Specification, where "necessarily infringed" means: in the case of (a) above, there is no commercially viable means of implementing the Specification without infringing such patent; in the case of (b) above, use of the reference implementation to the extent it infringes such patent.

Termination. If you, directly or indirectly via controlled affiliate or subsidiary, agent, or exclusive licensee, file a Claim for patent infringement against any entity alleging that an Implementation in whole or in part constitutes direct or contributory patent infringement, or inducement of patent infringement (a "Claim"), provided that a Reference Implementation also infringes the patents asserted in the Claim, then any patent rights granted to you under this License shall automatically terminate retroactively as of the date you first received the grant. Claims made against an Implementation in part will only trigger termination if the Implementation in part was done for the purpose of combining it with other technology that complies with the Specification so that the technology's ultimate use will be consistent with the Standard as a whole.

This license is also filed on the IETF site.

Microsoft

Microsoft acquired patents and applications related to Opus through their purchase of Skype. These patents (and any other Microsoft might have had) are available under a different, but still royalty-free, license detailed below. The license covers the listed patent applications, along with any other patent or application covering Opus that is owned by Microsoft.

Microsoft

Patents/Applications covered

- US-2008-0201137-A1
- US-2010-0174535-A1
- US-2010-0174534-A1
- US-2010-0174547-A1
- US-2010-0174532-A1
- US-2010-0174537-A1
- US-2010-0174542-A1
- US-2010-0174531-A1
- US-2010-0174541-A1
- US-2010-0174538-A1
- US-2011-0077940-A1
- and any other applicable

Microsoft Opus Patent Terms

11-7-2012

## 1. Patent Terms.

1.1. Specification License. Subject to all the terms and conditions of this Agreement, I, on behalf of myself and my successors in interest and assigns, hereby grant you a non-sublicensable, perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license to my Necessary Decoder Claims for your Specification Implementation.

1.2. Code License. Subject to all the terms and conditions of this Agreement, I, on behalf of myself and my successors in interest and assigns, hereby grant you a non-sublicensable, perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to my Necessary Reference Implementation Claims to make, use, sell, offer for sale, import or distribute a Code Implementation.

### 1.3. Conditions.

1.3.1. Availability. If you own or control Necessary Claims, the licenses set forth in Section 1 are subject to and will become effective starting on the date that you make a binding public irrevocable commitment to license, on reasonable and non-discriminatory royalty-free licensing terms 1) your Necessary Decoder Claims to all implementers for Specification Implementations, and 2) your Necessary Reference Implementation Claims to all implementers for Code Implementations, where the terms of this Agreement satisfy any reciprocity requirements in your reasonable and non-discriminatory royalty-free licensing terms. The promises set forth in Section 1 will remain in effect so long as you continue to make such claims available for Specification Implementations and Code Implementations under reasonable and non-discriminatory royalty-free licensing terms. In addition, as a condition of the licenses set forth in Section 1, you acknowledge and agree that you have not and will not knowingly take any action for the purpose of circumventing the conditions in this Section 1. Notwithstanding the foregoing, you are not required to make the commitments set forth in this Section 1.3.1 as a result of merely using a Specification Implementation or a Code Implementation as an end-user.

1.3.2. Additional Conditions. This license is directly from me to you and you acknowledge as a condition of benefiting from it that no rights from me are received from suppliers, distributors, or otherwise in connection with this license. This license is not an assurance (i) that any of my issued patent claims covers a Specification Implementation or Code Implementation or are enforceable or (ii) that a Specification Implementation or Code Implementation would not infringe intellectual property rights of any third party.

1.4. Termination. All rights, grants, and promises made by me to you under Section 1 are immediately terminated if you or your agent file, maintain, or voluntarily participate in a lawsuit against me or any person or entity asserting that a Specification Implementation infringes Necessary Decoder Claims or a Code Implementation infringes Necessary Reference Implementation Claims, unless that suit was in response to a corresponding suit regarding a Specification Implementation or Code Implementation first brought against you. In addition, all rights, grants, and promises made by me to you under Section 1 are terminated if you, your agent, or successor in interest seek to license Necessary Decoder Claims for Specification Implementations or Necessary Reference Implementations Claims for Code Implementations on a royalty-bearing basis, unless that royalty-bearing licensing activity is in addition to, and not in lieu of, reasonable and non-discriminatory royalty-free licensing terms for Necessary Decoder Claims for Specification Implementations or Necessary Reference Implementation Claims for Code Implementations. This Agreement may also be terminated, including back to the date of non-compliance, because of non-compliance with any other term or condition of this Agreement.

2. Patent License Commitment. On behalf of me and my successors in interest and assigns, I agree to offer alternative reasonable and non-discriminatory royalty-bearing licensing terms 1) to my Necessary Decoder Claims solely for your Specification Implementation and 2) to my Necessary Reference Implementations Claims solely for your Code Implementation.

3. Past Skype Declarations. You may, at your option, continue to rely on the terms set forth in Skype's past declarations made to the IETF for the Opus Audio Codec, subject to the terms of those declarations and in lieu of the terms of this Agreement solely for the patents set forth in those declarations.

4. Good Faith Obligations. I agree that I have not and will not knowingly take any action for the purpose of circumventing my obligations under this Agreement. In addition, I will not 1) seek an injunction or exclusion order against a) Code Implementations for Necessary Reference Implementation Claims or b) Specification Implementations for Necessary Decoder Claims or 2) require that an implementer license its patents back to me, except for Necessary Reference Implementation Claims for Code Implementations and Necessary Decoder Claims for Specification Implementations. I will not transfer Necessary Reference Implementation Claims or Necessary Decoder Claims unless the transferee is subject to these obligations.

5. Disclaimers. I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Specification or Reference Implementation. The entire risk as to implementing or otherwise using the Specification, Specification Implementation, or Code Implementation is assumed by the implementer and user. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this Agreement requires me to undertake a patent search.

6. Definitions.

6.1. Agreement. "Agreement" means this document, which sets forth the rights, grants, limitations, conditions, obligations, and disclaimers made available for the particular Specification.

6.2. Code Implementation. "Code Implementation" means making, using, selling, offering for sale, importing or distributing 1) the Reference Implementation, or 2) an implementation that, in the case of an encoder, produces a bitstream that can be decoded by a Specification Implementation solely to the extent it produces such a bitstream, and, in the case of decoder, is a Specification Implementation, where that Specification Implementation may also infringe Necessary Reference Implementation Claims.

6.3. Control. "Control" means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

6.4. I, Me, or My. "I," "me," or "my" refers to the party making this declaration, and any entity that I Control.

6.5. Necessary Claims. "Necessary Claims" means Necessary Decoder Claims and Necessary Reference Implementation Claims.

6.6. Necessary Decoder Claims. "Necessary Decoder Claims" are those patent claims that a party owns or controls, including those claims acquired after the date of this declaration, that are necessarily infringed by an implementation of the required portions (including the required elements of optional portions) of the decoder Specification that are described in detail and not merely referenced in the Specification.

6.7. Necessary Reference Implementation Claims. "Necessary Reference Implementation Claims" are those patent claims that a party owns or controls, including those claims acquired after the date of this declaration, that are necessarily infringed by the Reference Implementation. Necessary Reference Implementation Claims do not include claims that would be infringed only as a consequence of further modification of the Reference Implementation.

6.8. Reference Implementation. "Reference Implementation" means the implementation of the Opus encoder and/or decoder code extracted from Appendix A of the Specification.

6.9. Specification. "Specification" means IETF RFC 6716 dated September 2012.

6.10. Specification Implementation. "Specification Implementation" means making, using, selling, offering for sale, importing or distributing any conformant implementation of the decoder set forth in the Specification 1) only to the extent it implements the Specification and 2) so long as all required portions of the Specification are implemented. Specification Implementation also includes any implementation of a decoder included in subsequent versions of RFC 6716 1) only to the extent that it implements the decoder Specification, and 2) so long as all required portions of the decoder Specification are implemented.

6.11. You or Your. "You," "you," or "your" means any person or entity who exercises patent rights granted under this Agreement, and any person or entity you Control.

This license is also filed on the IETF site. The old license is still available.

Other disclosures

While Xiph.Org, Broadcom, and Microsoft filed IPR disclosures giving royalty-free licenses to their patents used in Opus, four companies that did not directly participate in the development of Opus, Qualcomm, Huawei, France Telecom, and Ericsson, filed IPR disclosures with potentially royalty-bearing terms. The IETF allows anyone (and their dog) to file an IPR disclosures if they think that their patents "covers or may ultimately cover" a standard. In fact, for any organization who can be said to have contributed in any (very loosely defined) way, these IPR statements are not just allowed, but required. It is thus safer for organisations to declare as much as they can. As an example, one can find similar non-free Qualcomm IPR statements on both SIP and SDP. To our advantage, however, the IETF IPR disclosure policies require companies to provide the actual patent numbers. This allows anyone to verify these claims for themselves, which is definitely a good thing.

When it comes to patents, it is difficult to say much without making lawyers nervous. However, we can say something quite direct: external counsel Dergosits & Noah has advised us that Opus can be implemented without the need to license the patents disclosed by Qualcomm, Huawei, France Telecom, or Ericsson. We can also say that Mozilla is confident enough in Opus to ship it to hundreds of millions of Firefox users. Similarly, Cisco and Google are also supporting Opus in some products. More companies are expected to do the same soon.

Mozilla invested significant legal resources into avoiding known patent thickets when designing Opus. Whenever possible, we used processes and methods that have been long known in the field and which are considered patent-free. In addition, we filed numerous patent applications on the new things we invented to help defend the Opus community. As a result, Opus is available on a royalty-free basis and can be deployed by anyone, including other open-source projects. Everyone knows this is an incredibly challenging legal environment to operate in, but we think we've succeeded.

Theora  
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VP8

### 1. Goal

Google wishes to establish VP8 as a widely-deployed video format on the Internet. To assist companies and developers in the adoption and use of VP8, Google is making available this royalty-free patent cross-license for VP8 technology (hereinafter, the "VP8 Patent Cross-License Agreement").

Google has obtained rights from 11 major technology companies and their Affiliates identified on the page at Primary Licensors, MPEG LA, and MPEG LA's Affiliates (hereinafter, collectively, the "Primary Licensors") to license any patent claims they may have that cover VP8 technology on a free and worldwide basis. Google is also willing to license, for free and on a worldwide basis, any patent claims it may have that cover the VP8 technology. Because Google is offering this license to You for free, as a condition of granting the license, Google requires that You grant back to Google, to the Primary Licensors and to all others who enter into the VP8 Patent Cross-License Agreement, a free and worldwide license under any patent(s) You or Your Affiliates, if any, own or can freely license that are necessary for the implementation of the VP8 Format.

### 2. How to Become a VP8 Licensee

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Patent Licensing Team  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

Signed agreements may also be scanned and emailed in PDF form to [patentlicensing@google.com](mailto:patentlicensing@google.com) with the following email subject line: "VP8 Patent Cross-License Agreement - [Your name]". "[Your name]" can be your corporate/organization name or your individual name, depending on who is entering into this Agreement.

Agreement

### 3. License Grant by Google

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You represent and warrant that: (i) You have the full right and power on behalf of Yourself and Your Affiliates to grant the foregoing release and license; and (ii) Your Affiliates are and will be bound by the obligations of this agreement.

#### 6. Affiliates

If a Person ceases to be an Affiliate of Yours on a given date, the Reciprocal Release and License granted from such Person (as Your Affiliate) hereunder as of that date shall continue. Furthermore, if such Person, following that date, owns or controls any patent(s) containing a claim that is subject to the Reciprocal Release and License, You will ensure that such Person expressly agrees to be bound by the terms and conditions of this agreement (including but not limited to Section 10) as they relate to such patent(s).

#### 7. Term

The term of this VP8 Patent Cross-License Agreement shall be from the date You enter into this agreement until expiration of the last to expire of any patent containing: (i) a VP8 Patent Claim; or (ii) a claim covered by any Reciprocal Release and License ("Term").

#### 8. Defensive Termination

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After termination of the licenses granted to You pursuant to the immediately preceding paragraph of this Section 8, You may not utilize the procedures of Section 2 to again become a VP8 Licensee. However,

following final resolution of the litigation that resulted in such termination, upon written application to Google, Google may, in its sole discretion, permit You to again enter into this VP8 Patent Cross-License Agreement.

#### 9. Confirmation of Reciprocal License

At any time, Google or any Primary Licensor (excluding MPEG LA and its Affiliates) may request that You confirm, in writing, Your and Your Affiliates' grant of the Reciprocal Release and License. If You do not provide such confirmation, in writing and within ninety (90) days of receipt of such request, then the license and release granted to You and Your Affiliates under Section 3 and 4 shall terminate immediately upon expiration of the 90-day period.

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The licenses granted under this agreement will remain in full force and effect regardless of any subsequent transfer of any rights in or to any patent containing a claim that is licensed hereunder. You and Your Affiliates agree not to assign or transfer any of Your or Your Affiliates' patents containing a claim that is subject to the Reciprocal Release and License, in whole or in part, unless such assignment or transfer is made subject to the terms of this agreement and each assignee or transferee of any such patent expressly agrees to be bound by the terms and conditions of this agreement as they relate to those patents (including but not limited to this Section 10, which will similarly apply to subsequent assignments or transfers by such assignee or transferee).

#### 11. Enforcement

Google shall have the right (but no obligation) to enforce the terms or conditions of any VP8 Patent Cross-License Agreement against You, Your Affiliates, and/or any other VP8 Licensees.

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EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES PROVIDED IN SECTIONS 5 AND 13, ALL RELEASES AND LICENSES GRANTED HEREIN ARE GRANTED "AS IS" AND NO PARTY TO THIS AGREEMENT MAKES, AND SUCH PARTIES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. IN PARTICULAR, BUT WITHOUT LIMITATION, ALL PARTIES DISCLAIM ANY REPRESENTATIONS AND WARRANTIES CONCERNING VALIDITY OF THE LICENSED PATENTS, THAT SUCH PATENTS WILL BE MAINTAINED IN FORCE OR ENFORCED, OR THAT THE PRACTICE WITHIN THE SCOPE OF ANY SUCH PATENTS DOES NOT INFRINGE ANY OTHER PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON.

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#### 13. Representations and Warranties

You represent and warrant that, in anticipation of entering into this agreement, neither You nor any of Your Affiliates have assigned, transferred or exclusively licensed a patent claim which, but for such



assignment, transfer or exclusive license, would be subject to this agreement.

#### 14. Choice of Law

This agreement shall be construed in accordance with the laws of the State of New York as such laws apply to contracts entered into and fully performed in the State of New York (excluding New York's choice of law rules). With respect any dispute relating to this agreement, Google and You consent to personal jurisdiction in, and the exclusive venue of, the courts located in New York County, New York.

#### 15. Publicity

Upon Your agreement to the terms and conditions set forth herein, Google may publicly disclose the fact that You are a party to this agreement. Google may make such public disclosure via the WebM Project website or otherwise.

#### 16. No Effect on Other Agreements

This VP8 Patent Cross-License Agreement sets forth the entire agreement and supersedes any and all prior and contemporaneous communications and understandings, oral or written, between Google and You relating to the subject matter hereof; provided, however, that this VP8 Patent Cross-License Agreement does not supersede the agreements between Google and the Primary Licensors under which Google has obtained rights to license their VP8-related patent claims. No amendment of this agreement shall be effective unless such amendment is in writing and specifically references this agreement, and is signed by both parties hereto.

#### 17. Definitions

As used herein, the following terms have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that, at any time during the Term, directly or indirectly Controls, is Controlled by or is under common Control with the first Person. The term "Control" and its cognates, "Controls" and "Controlled by," as used in this definition, means: (a) ownership of, or power to control the voting of, more than 50% of the outstanding shares representing the right to vote for directors or other managing officers of such Person; or (b) for an Person which does not have outstanding shares, more than 50% of the legal or beneficial ownership interest representing the right to make decisions for such Person; or (c) possession of the documented power to direct or cause the direction of the management and policies of such Person, whether by contract, or otherwise. A Person shall be deemed to be an Affiliate only for so long as such "Control" exists.

"Exploit" and its cognates have the meaning ascribed to it in Section 3 above.

"Google" means Google Inc.

"Licensed Field of Use" means (and is limited to) encoding, decoding, transcoding, and/or playing VP8 Video. For the avoidance of doubt, any other function that might be performed, used or enabled by a Licensed Product (such as encoding, decoding, transcoding or playing video in any format other than the VP8 Format) is beyond the Licensed Field of Use; accordingly, Exploitation of a Licensed Product would fall outside of the Licensed Field of Use (and therefore would not be covered by any of the licenses or releases granted under this VP8 Patent Cross- License Agreement) to the extent of such other function.

"Licensed Products" means the portion of any product, hardware component, device, integrated circuit, software, firmware, method, system, and process, in whatever form or combination, that implements, uses, is a component or element that enables or is used by, or is a VP8 Codec(s).

"Person," means an individual, corporation, partnership, limited liability company, or other entity that can exercise independent legal standing.

"You," "Your" and "Yourself" mean the Person (other than Google) entering into this agreement.

"VP8 Licensee" means any Person (other than Google) who enters into this VP8 Patent Cross-License Agreement before or during the Term of this agreement.

"VP8 Patent Claims" means, subject to the exclusion in the following sentence, any and all patent claims that, at any time during the Term, are licensable or sublicenseable by the Primary Licensors or Google or its Affiliates and are necessarily infringed in connection with the Exploitation of: (a) VP8 Video, a VP8 Codec or a combination of VP8 Codecs; or (b) the encoder source code contained in the VP8 Codec SDK release designated as libvpx 0.9.7-p1. Notwithstanding the above, a patent claim will not be considered a VP8 Patent Claim if the Primary Licensors or Google or its Affiliates would have a payment obligation to a third party (other than a Primary Licensor, a Google Affiliate, or an employee or contractor of a Primary Licensor or of Google or its Affiliate) with respect to such patent claim in connection with Google's grant of a license or release under this agreement.

"VP8 Codec" means the portion or portions of any product that encodes, transcodes, decodes or plays VP8 Video.

"VP8 Format" means the video compression format disclosed in the IETF VP8 Data Format and Decoding Guide RFC 6386, including the decoder source code attached thereto and all other annexes and attachments thereto, as submitted in November 2011.

"VP8 Video" means a video signal that complies with the VP8 Format.

#### WebM Bitstream Specification License

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"WebM Specifications" means the specifications to the WebM codecs as embodied in the source code to the WebM codecs or any written description of such specifications, in either case as distributed by Google.

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AAC - Pat

Ver. 7

AAC PATENT LICENSE AGREEMENT

AN AGREEMENT BY AND AMONG

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together with its successors and assigns (hereinafter "AT&T")  
having an office at 32 Avenue of the Americas

New York, NY 10013 United States of America

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San Francisco, CA 94103-4813 United States of America

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AND

Licensee Company Name (hereinafter "Licensee")

of Address1

Address2

Address3

telephone: facsimile:  
Licensee Company Name Page 2  
ON BEHALF OF LICENSORS

Signature: . . . . . Signature: . . . . .

Name: . . . . . Name: . . . . .

Title: . . . . . AT&T Title: . . . . .  
. . . . . Dolby

Place . . . . . Place . . . . .

Date . . . . . Date . . . . .

Signature: . . . . . Signature: . . . . .

Name: . . . . . Name: . . . . .

Title: . . . . . FhG Title: . . . . .  
. . . . . Sony

Place . . . . . Place . . . . .

Date . . . . . Date . . . . .

ON BEHALF OF LICENSEE

Signature: . . . . .

Name: . . . . .

Title: . . . . .

Place . . . . .

Date . . . . .

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INTRODUCTION

Licensors collaborated to create a joint proposal for an extension of the ISO/IEC MPEG-audio standard (IS13818-3) targeted at a proposed standard (IS13818-7) for MPEG non-backward-compatible audio coders.

In connection with the Licensors' proposal, the International Standards Organization (ISO) issued a standard for the coding of audio information, "ISO/IEC DIS 13818-7 Information technology -- Generic coding of moving pictures and associated audio information - Part 7: Advanced Audio Coding (AAC)."

Each of the Licensors owns or has rights to license patents relating to AAC which it has gone to considerable effort to develop, and which it believes represents significant advancements.

Each of the Licensors signed an ISO undertaking to make its AAC patents available to third parties on fair, reasonable, and non-discriminatory terms, and each of the Licensors is willing to make its AAC patents available either under the terms and conditions set forth in this Agreement, or such other terms and conditions as are mutually agreeable.

Licensee is engaged in the manufacture and sale of products, and Licensee desires a license to manufacture and sell products using each of the Licensors' AAC patents.

Each of the Licensors desires to make its AAC patents available for license on fair, reasonable and nondiscriminatory terms; and further, in order to hasten the acceptance and commercial viability of AAC technology, each Licensor desires to make its AAC patents available for license in this combined Agreement by which economies of scale realized by the Licensors individually and by the Licensee, can be passed on directly to such

Licensee.

For and in consideration of the covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

1. Definitions.

1.1. "Parties" means the Licensors and the Licensee.

1.1.1. "Licensors" means AT&T, Dolby, FhG, and Sony, having offices at the locations indicated on the title page of this Agreement, and their successors and assigns.

1.1.2. "Licensee" means the party identified on the title page of this Agreement, together with its subsidiaries, the ordinary voting shares of which are more than 50% owned and directly controlled (or indirectly, provided their identity is fully disclosed to Licensors) by it, for as long as such control exists.

1.2. "Other Licensee" means a third party which has licensed from Licensors substantially the same rights as granted hereunder.

1.3. "AAC" means the audio coding technology which:

1.3.1. is described by the Licensed Technology; and

1.3.2. complies with the specifications and operating parameters established by the Joint

Technical Committee of the International Standards Organization ISO/IEC IS 13818-7

Information technology -- Generic coding of moving pictures and associated audio

information - Part 7: Advanced Audio Coding (AAC) (hereinafter, the "AAC Standard").

1.4. "Licensed Technology"

1.4.1. "Licensed Patents" means all the patents and applications scheduled at Appendices A,

B, C, and D; including any divisional, continuation, or substitute application and/or

reissue or extension based on any of the scheduled patents or applications; together

with any other Essential AAC Patents controlled by the Licensors.

Licensee Company Name Page 6

1.4.2. "AT&T Trade Secret" means the trade secrets and know-how which AT&T shall disclose

to Licensee pursuant to this Agreement within 30 days after Licensee's request and

confirmation that Licensee intends to develop and commercialize encoder Licensed

Products.

1.5. "Licensed Product" shall mean a decoding and/or encoding device or software scheduled at

Appendix E, providing at least one full frequency range AAC audio channel (hereinafter,

"Channel"), which is either:

1.5.1. An "Implementation" which means an integrated circuit and/or software performing AAC

technology for an intermediate market, and is not a complete, ready-to-use, end-user

final product; or

1.5.2. A complete, ready to use, end user market "Consumer Product" (intended primarily for



non-commercial consumer use) or "Professional Product" (intended primarily for business or commercial use) which:

- 1.5.2.1. Contains an Implementation; and
- 1.5.2.2. Is not a mere component, or subassembly or integrated circuit sold or otherwise transferred separately prior to being incorporated into a Licensed Product other than as a spare part solely for the repair of Licensed Products manufactured hereunder.

1.6. "Essential AAC Patent" shall mean any patent or patent application claiming a feature necessarily and unavoidably required for compliance with the AAC Standard.

1.7. "Gross Revenues" means the cash value of the total consideration attributable to the commercialization of Licensed Products by or on behalf of Licensee.

1.8. "Effective Date" means the date on which this agreement has been signed by all of the Parties.

1.9. "Sell" means to sell, offer for sale, distribute, rent, lease or otherwise commercialize for money or other form of compensation or consideration.

2. Grants of License. Subject to the terms and during the Term of this Agreement including the Limitation of Licenses below, and upon payment of the Initial Fee, with respect to each of the Licensor's own

Licensed Technology, each of the Licensors hereby grants to Licensee:

2.1. Implementations. A non-exclusive, nontransferable, worldwide right to make, have made, use only for development purposes, import and Sell Implementations to Other Licensees.

2.2. Consumer and Professional Products. A limited, non-exclusive right to make, have made, use, import and Sell Licensed Products for the purpose of encoding or decoding data in accordance with the AAC Standard.

2.3. Limitations of Licenses.

2.3.1. Sale of Implementations to Other Licensees Only. No license is granted hereunder to

Sell an Implementation to any entity who is not an Other Licensee.

2.3.2. No Non-AAC Products. No license is granted hereunder to utilize the Licensed

Technology in other than Licensed Products.

2.3.3. No Sublicensing. No rights to sublicense are granted hereunder, except to grant end user licenses to Licensed Products.

2.3.4. No Copying. For end user Licensed Products in software form, no rights to copy Licensed Products may be granted by Licensee, except to make single copies for archival purposes.

Licensee Company Name Page 7

2.3.5. Assignment. No rights, duties or privileges of Licensee hereunder shall be transferred

or assigned by Licensee, except in connection with Licensee's merger with or sale of

entire business to another entity provided that such entity shall first have agreed in

writing with Licensors to perform all Licensee's obligations and duties hereunder.

2.3.6. This Agreement does not entitle Licensee to review the contents of any patent application which is included within the Licensed Technology.

2.3.7. If any Licensed Products are made for Licensee by a third party, such third party shall only Sell such Licensed Products to Licensee and no other person or entity.

3. Product Development and Commercialization.

3.1. Notices.

3.1.1. Patent Marking. Licensee shall mark the Licensed Patents with references to the Licensed Products in accordance with the requirements of 35 US Code 287.

3.1.2. Implementation License Notice. With respect to all Implementations made, used,

Sold, or imported under this Agreement, Licensee shall provide the following notice in

all data sheets, applications notes and the like: "Supply of this Implementation of AAC

technology does not convey a license nor imply any right to use this Implementation in

any finished end-user or ready-to-use final product. An independent license for such

use is required."

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created hereunder. Either Party may require the other to promptly supply a copy of

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3.3. Enforcement. Licensee shall notify Licensors of all claims of infringements of or by the Licensed

Technology which come to its attention. The respective Licensor whose Licensed Technology is

allegedly infringed shall have exclusive authority to act thereon, and in connection therewith,

Licensee shall cooperate with Licensors by furnishing evidence, documents, testimony, and the like as such Licensor reasonably requires. Such Licensor shall reimburse Licensee for out-of-pocket expenses associated with such cooperation.

Licensee Company Name Page 8

#### 4. Payments, Reports & Records.

4.1. Initial Fee. Within four (4) weeks of the Effective Date, Licensee shall pay to Licensors an initial fee ("the Initial Fee") of \$10,000 for the administration of this agreement. The Initial Fee is not consideration for the right to use Licensed Technology.

4.2. Quarterly Reports. Within thirty days of the end of each calendar quarter, Licensee shall deliver to Licensors a report summarizing the previous quarter/s transactions involving Licensed Products together with a payment for royalties thereon. Licensee's first report and payment shall be for the calendar quarter in which Licensee first sells (or otherwise disposes of) a Licensed Product.

4.2.1. Form. Quarterly reports shall be certified by Licensee's chief financial officer (or the officer's designate), and shall detail:

4.2.1.1. the quantity and description of Licensed Products Sold pursuant to this

Agreement during the calendar quarter in which the report is due; and

4.2.1.2. the number of Channels in each such Licensed Product; and

4.2.1.3. contact information for the recipients of all Implementations and quantities

provided to each; and

4.2.1.4. such other information and be in such form as Licensors or their outside auditor may prescribe.

4.2.2. Royalty Calculations. In accordance with Schedule E, titled, "Schedule of Royalties,"

Licensee shall pay to Licensors Running Royalties for each Licensed Product made, used, Sold, or imported under this Agreement (except those returned and refunded)

within, to or from a jurisdiction in which a Licensed Patent remains unexpired.

4.2.3. Royalty Applicability.

4.2.3.1. When Sold. For the purpose of timing of payments, a Licensed Product shall be

considered Sold when invoiced; or if not invoiced, when delivered or otherwise

disposed of. Consignment shipments shall be considered Sold when the payment

for such shipments is agreed upon between Licensee and customer.

4.2.3.2. Software Installations. For encoder and decoder Licensed Products in software

form and for which Licensee owes Licensors a royalty based on the number of

products, each computer or workstation which has the Licensed Product installed on it, or is capable of using or executing the Licensed Product, shall be

considered a separate Licensed Product. By way of example only, if the Licensed Product is installed on a network server, each computer or workstation

connected to the network server and capable of executing the Licensed Product

shall be considered a separate Licensed Product.

4.2.3.3. Licensee shall have no obligation to pay royalty on any Channel on which an

Other Licensee has paid Licensor the required AAC royalty.

4.3. Payment Procedure.

4.3.1. Payments to Licensors shall be made by wire transfer to the bank and account indicated

in Section 7 of this Agreement, or to such other bank and account as Licensors may

notify Licensee.

4.3.2. Licensee shall pay all local fees, taxes, duties, and charges of any kind, and shall not

deduct them from any initial payments or royalties hereunder unless such deductions

may be credited against Licensors' tax liability and Licensee provides Licensors with all

information and evidence reasonably required by Licensors to secure such credit.

Other than such taxes which may be credited, Licensee shall pay any taxes and the like

which are necessary to ensure that the net amounts received by Licensors after all

taxes are paid are equal to the amounts which Licensors are otherwise entitled under

this Agreement as if the taxes did not exist.

Licensee Company Name Page 9

4.3.3. Excess payment amounts shall be applied to immediately subsequent payment

obligations.

4.3.4. Licensee shall pay interest to Licensors on overdue payments at the maximum legal

rate until paid.

4.3.5. Time is of the essence with respect to all payments required hereunder.

4.3.6. All dollar amounts in this Agreement refer to United States dollars unless otherwise

indicated. Any conversion to United States dollars shall be at the prevailing rate for

bank cable transfers as quoted for the last day of such semiannual period by the Wall

Street Journal.

4.4. Books and Records. During the term of this Agreement, and for a term of six years thereafter,

Licensee shall keep complete books and records of all sales, leases, uses, returns, or other

disposals of Licensed Products under this Agreement which may be required by Licensors in

order to confirm the accuracy of Licensee's reports and payments.

4.5. Right of Inspection. Licensors shall have the right to have a professionally registered

accountant inspect and make abstracts of such books and records to the extent necessary to

verify their accuracy, and that of other statements provided for herein; provided however, that

such activity shall be made during regular business hours upon reasonable notice and not more

often than annually. Such accountant shall not reveal any information to Licensors other than

what is required to be reported under this Agreement. The cost of the examination and collection shall be paid by Licensee if the inspection reveals that the total amount owed is greater than five percent of the amounts reported.

4.6. Confidentiality. "Confidential Information" shall include any information disclosed by one party ("Discloser") to the other party ("Recipient"), and marked "confidential," including but not limited to Quarterly Reports, source code, specifications, designs, plans, drawings, inventions, software, data, prototypes, methods, processes, business and/or technical information relating to the business of the parties, and the AT&T Trade Secret.

4.6.1. Licensee shall not disclose the AT&T Trade Secret to any third party in any form unless:

4.6.1.1. the AT&T Trade Secret is incorporated in software; and

4.6.1.2. the software is only provided to third parties in object code form; and

4.6.1.3. the third parties are prohibited, in writing, from reverse compiling, disassembling or reverse engineering the software.

4.6.2. Licensors do not expect to receive, and Licensee does not intend to disclose, any

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Quarterly Reports, Confidential Information shall not include any information which is

provided by Licensee to Licensors unless Licensors consent, in writing in advance, to

treat such information as Confidential Information.

4.6.3. Recipient shall reproduce Confidential Information only to the extent necessary to

exercise its rights and obligations under this Agreement. Reproductions of Confidential

Information shall include any trade secret legends, proprietary notices and/or copyright

notices present in the Confidential Information.

4.6.4. Recipient shall restrict disclosure of Confidential Information to its employees with a need

to know and advise such employees of the obligations assumed herein, and Recipient

shall not disclose Confidential Information to any third party, including Recipient's

consultants and independent contractors, without prior written approval of Discloser.

4.6.5. All Confidential Information that is disclosed for the purpose(s) set forth in this Agreement

shall be subject to these restrictions and may not be used for any other purpose. The fact

that a discussion involving the disclosure of Confidential Information will occur or has

occurred shall be considered Confidential Information.

Licensee Company Name Page 10

4.6.6. All Confidential Information shall remain the property of Discloser. Recipient's duty to

protect Confidential Information commences upon receipt of the Confidential

Information.

4.6.7. These restrictions on the use and disclosure of Confidential Information shall not apply to any Confidential Information:

4.6.7.1. independently developed by Recipient or lawfully received free of restriction

from another source having the right to furnish the Confidential Information; or

4.6.7.2. after it has become generally available to the public without breach of this

Agreement by Recipient; or

4.6.7.3. that, at the time of disclosure to Recipient, was known to Recipient free of

restriction as evidenced by documentation in Recipient's possession; or

4.6.7.4. that Discloser agrees in writing is free of such restrictions.

4.6.8. The Parties agree that in the case of the breach of any provision of the section of this

agreement entitled Confidentiality, the aggrieved party shall suffer immediate and

irreparable harm, and that immediate injunctive relief will therefore be appropriate.

5. Term & Termination.

5.1. The Term of this Agreement shall be five years. Upon consent of Licensors, Licensee shall have the option to renew the license for additional periods of five years from the Effective Date.

5.2. Failure to pay or perform any obligation hereunder within the time prescribed shall constitute an event of default. Failure to cure any default within sixty days after receipt of notice describing the non-performance (ten days with respect to non-payment of funds) shall entitle the Party giving such notice to terminate or suspend all or any portion of this Agreement.

5.3. Termination shall accelerate Licensee's royalty payment and quarterly reporting obligations from "within the thirty days of the end of each calendar quarter," to "within thirty days of termination."

5.4. Upon termination, any license, right, title or interest created in favor of Licensee hereunder shall

revert to Licensors, except that for six months after the Term of this Agreement, Licensee shall

be entitled to fill orders for Licensed Products received prior to termination and to make or have

made for it and to Sell Licensed Products for which commitments to vendors had been made

prior to notice of such termination; provided however, that Licensee shall continue to fulfill all of

its obligations hereunder, including the payment of royalties.

5.5. In the event a Licensor(s) breaches this Agreement, Licensee may only take action against such

breaching Licensor(s). Licensee may not seek any remedies from the non-breaching Licensors,

if any, except as expressly permitted by this Agreement.

6. Representations and Warranties.

6.1. Licensors make no representation, covenant, or warranty regarding:

6.1.1. The scope, enforceability, validity or non-infringement of the Licensed Technology; or

6.1.2. The ongoing maintenance or prosecution of the Licensed Technology; or

6.1.3. Defense of Licensee against actions or suits of any nature brought by third parties; or

6.1.4. The sufficiency or completeness of the Licensed Technology for the purpose of making, using or selling Licensed Products.

Licensee Company Name Page 11

6.2. LICENSORS MAKE NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED,

EXCEPT THOSE IN THIS SECTION SIX. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY LICENSORS AND EXCLUDED.

6.3. Licensors shall have no liability for any loss and damage, whether or not foreseeable, resulting from Licensee exercising its rights under this Agreement. Licensors shall not be liable for any consequential, incidental, special, or indirect damages arising out of this Agreement.

6.4. Licensee represents, covenants and warrants that:

6.4.1. Licensee enters this Agreement to acquire rights to the Licensed Technology which it believes may be necessary to make, use or sell Licensed Products, for its own convenience from the multiple Licensors hereto in a single transaction rather than multiple transactions.

6.4.2. Licensee is aware that the Licensed Technology may not comprise all the technology, or all the AAC Essential Patents, required to make, use, or sell a Licensed Product.

6.4.3. Licensee has not assigned or granted an exclusive license to an Essential AAC Patent.

6.4.4. Licensee shall license its Essential AAC Patents on fair, reasonable, and nondiscriminatory terms to enable the practice of the AAC Standard. In the event the Parties are unable to agree upon such terms, this Agreement may be terminated at the option of any Party upon thirty (30) days notice.

6.4.5. Licensee shall indemnify, and hold Licensors harmless from and against any claim, loss or damage based on Licensee's conduct.

6.4.6. Licensee understands that Licensors have not investigated Licensee's particular Licensed Products and that to the extent such Licensed Products include features not necessarily and unavoidably required by the AAC standard, such features may infringe patents and intellectual property rights owned by Licensors which are not included in the Licensed Technology and that a separate license for same would, in such case, be required.

6.5. Each Party represents, covenants and warrants that:

6.5.1. This Agreement does not violate any of the Parties' existing agreements.

6.5.2. It has the authority, power and right to convey the rights or accept the obligations created hereunder.

6.6. Licensee understands and acknowledges that the Licensed Technology is offered to be licensed

for the convenience of Licensee, and Licensee is free to negotiate licenses and/or royalty rates for the Licensed Technology, or any part thereof, on mutually acceptable terms and conditions which may be different from those set forth in this Agreement. Licensee also understands and acknowledges that Licensee is free to conduct such negotiations simultaneously with all of the Licensors through the Administrator or independently, individually and directly with each Licensor.

#### 7. General.

7.1. Section Titles. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.

7.2. Entire Agreement. This Agreement, together with its several Appendices, contains the entire agreement between the parties, and supersedes all other agreements between them relating to the subject matter hereof.

Licensee Company Name Page 12

7.3. Compliance with U.S. Export Control Regulations. Licensee shall not export any data acquired from Licensor under this Agreement, or the direct product thereof, to any country in contravention of United States law. Nothing in this Agreement shall be construed as requiring Licensor to export from the United States any technical data or any commodities to any country in contravention of United States law.

7.4. Costs. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein.

7.5. Assertion of Unenforceability. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of said provision.

7.6. Modification and Waiver. No provision of this Agreement shall be deemed modified by any action or omission of any Party, or by failure of one Party to object to any actions of another Party which may be inconsistent with the terms of this Agreement. No waiver of a breach committed by any Party in one instance shall constitute a waiver or license to commit or continue breaches in other or like instances.

7.7. Notices. All notices, reports, payments, consents, approvals, and the like made hereunder shall be in written English, to the address or facsimile number below (or in accordance with such other contact information as either Party may designate pursuant to proper notice) and sent by a secure special delivery service that provides proof of delivery, or by a properly transmitted facsimile.

AAC PATENT LICENSING ADMINISTRATOR



Attn: AAC Licensing Coordinator  
100 Potrero Ave.  
San Francisco, CA 94103  
telephone: (415) 558-0200  
fax: (415) 863-1373

Licensors' bank account number for wire transfer of payments:

Bank: Wells Fargo

Address: 464 California St., San Francisco, CA 94104 USA

Account Name: AAC Patent Licensing Administrator

Account Number: 4039 274667

ABA Number: 121000248

7.8. Dispute Resolution. This Agreement shall be construed according to the substantive law, but not the choice of law rules, of the State of California. In the event any dispute arises under this

Agreement, the parties agree that their choice of forum to resolve the dispute shall be either the

United States Courts in the State of California or the State Courts of the State of California. In

the event that any action is brought to resolve any dispute under this Agreement, the prevailing

party shall be entitled to recover from the other party all costs and expenses incurred in that

action or any appeal therefrom, including all attorney's fees and costs.

7.9. Outside the US. There are countries in which the owner of an invention is entitled to

compensation, damages or other monetary award for another's unlicensed manufacture, sale,

lease, use or importation involving such invention prior to the date of issuance of a patent for

such invention but on or after a certain earlier date, hereinafter referred to as the invention's

"protection commencement date." For the purposes of this Agreement, an invention which has

a protection commencement date in any such country shall be deemed to have had a patent

issued therefor in such country on such date. There may be countries in which the Licensee

may have, as a consequence of this Agreement, rights against infringers of one or more of the

Licensed Technology. The Licensee hereby waives any such right it may have by reason of any

third party's infringement or alleged infringement of such patent.

Licensee hereby agrees to

register or cause to be registered, to the extent required by applicable law, and without expense

to Licensors, this Agreement or other agreements executed in accordance with this Agreement.

Licensee hereby waives any and all claims or defenses, arising by virtue of the absence of such

registration, that might otherwise limit or affect its obligations to Licensors.

Licensee Company Name Page 13

Appendix A: Schedule of Licensed Patents - AT&T

Patent /

Application

Number

US 5,227,788

EP 559,346

JP 60/459,950

US 5,285,498  
CA 2,090,159  
EP 559,383  
JP 60/75,590  
KR 97/07,661  
US 5,481,614  
US 5,592,584  
CA 2,090,052  
EP 564,089  
JP 60/29,859  
US 5,781,888  
CA 2,194,419  
EP 785,631  
JP 92/04,197  
US 08/937,950  
DE 19628293  
WO98/03037  
PCT/EP97/02875  
DE 19628292  
WO98/03036  
PCT/EP97/02874  
Licensee Company Name Page 14  
Appendix B: Schedule of Licensed Patents - Dolby  
Country Patent /  
Application  
Number  
Expiration  
Date  
US 08/687,666  
AU CA JP KR AT BE  
CH DE DK ES FI FR  
GB IE IT LU MC NL  
PT SE  
WO 9802971  
US 5,291,557 MAR 1, 2011  
Australia 674,357 OCT 8, 2013  
Canada 2,142,092  
Japan 6-510170  
Korea 95-700769  
Singapore 9608577-4  
US 5,451,954 AUG 4, 2013  
US 5 400 433 DEC 28, 2010  
US 5,222,189 JUN 22, 2010  
Australia 643,677 JAN 29, 2006  
Austria 0 447 495 JAN 29, 2010  
Belgium 0 447 495 JAN 29, 2010  
Brazil PI 9007062  
Canada 2 026 207 JAN 29, 2010  
Denmark 0 447 495 JAN 29, 2010  
France 0 447 495 JAN 29, 2010  
Germany 0 447 495 JAN 29, 2010  
Italy 0 447 495 JAN 29, 2010  
Japan 2-503714  
Korea 90-702168  
Netherlands 0 447 495 JAN 29, 2010  
Spain 0 447 495 JAN 29, 2010  
Sweden 0 447 495 JAN 29, 2010  
Switzerland 0 447 495 JAN 29, 2010  
UK 0 447 495 JAN 29, 2010  
US 5,357,594 OCT 18, 2011

US 08/481,638  
Canada 2,140,678  
US 5,394,473 FEB 28, 2012  
Australia 644,170 APR 12, 2007  
Austria 0 524 264 APR 12, 2011  
Belgium 0 524 264 APR 12, 2011  
Canada 2,059,141  
China 91 102 167.1  
Denmark 0 524 264 APR 12, 2011  
France 0 524 264 APR 12, 2011  
Licensee Company Name Page 15  
Country Patent /  
Application  
Number  
Expiration  
Date  
Germany 691 07 841.6 APR 12, 2011  
Greece 3015986 APR 12, 2011  
Italy 0 524 264 APR 12, 2011  
Japan 3-508 357  
Korea 92-702394  
Netherlands 0 524 264 APR 12, 2011  
Singapore P9692369-3 APR 12, 2011  
Spain 0 524 264 APR 12, 2011  
Sweden 0 524 264 APR 12, 2011  
Switzerland 0 524 264 APR 12, 2011  
Taiwan 52,047 NOV 10, 2006  
UK 0 524 264 APR 12, 2011  
Taiwan 60,430 AUG 31, 2007  
US 5,583,962 DEC 10, 2013  
Australia 653,582 JAN 8, 2012  
Austria 0 520 068 JAN 8, 2012  
Belgium 0 520 068 JAN 8, 2012  
Canada 2,077,662  
Denmark 0 520 068 JAN 8, 2012  
France 0 520 068 JAN 8, 2012  
Germany 692 10 689.8 JAN 8, 2012  
Italy 0 520 068 JAN 8, 2012  
Japan 4-504 474  
Korea 92-702095  
Netherlands 0 520 068 JAN 8, 2012  
Singapore 9608134-4  
Spain 0 520 068 JAN 8, 2012  
Sweden 0 520 068 JAN 8, 2012  
Switzerland 0 520 068 JAN 8, 2012  
UK 0 520 068 JAN 8, 2012  
US 5,274,740 DEC 28, 2010  
Australia 649,786 JAN 8, 2008  
Canada 2,077,668  
Japan 4-503 836  
Korea 92-702096  
Singapore 9608135-1  
Taiwan 56,006 MAR 31, 2007  
US 5,633,981 MAY 27, 2014  
US 5 297 236 MAR 22, 2011  
Australia 655053 JUN 5, 2012  
Canada 2 103 051  
Denmark 0 587 733 JUN 5, 2012  
France 0 587 733 JUN 5, 2012  
Germany 69221616.2 JUN 5, 2012

Japan 5-500680  
Korea 93-703694  
Netherlands 0 587 733 JUN 5, 2012  
Licensee Company Name Page 16  
Country Patent /  
Application  
Number  
Expiration  
Date  
Singapore 9603970-6  
Taiwan 53 726 JAN 10, 2007  
UK 0 587 733 JUN 6, 2012  
US 4,914,701 APR 3, 2007  
Belgium 0 208 712 DEC 11, 2005  
Canada 2 053 064-2  
France 0 208 712 DEC 11, 2005  
Germany 3587251 DEC 11, 2005  
Italy 0 208 712 DEC 11, 2005  
UK 0 208 712 DEC 11, 2005  
US 5,235,671 OCT 15, 2010  
Belgium 0 481 374 OCT 11, 2011  
Canada 1 239 701 JUL 26, 2005  
France 0 481 374 OCT 11, 2011  
Germany 69 125 909 OCT 11, 2011  
Italy 0 481 374 OCT 11, 2011  
UK 0 481 374 OCT 11, 2011  
Licensee Company Name Page 17  
Appendix C: Schedule of Licensed Patents - FhG  
Short Title Patent or  
Application  
Number  
Country  
Digital Coding Process DE 3629434 C2 DE  
EP 0 287 578 AT, BE, CH/LI, DE, FR, GB, IT, LU, NL, SE  
US 07/640,550 US  
JP 62-505113 JP  
KR 700459/88 KR  
Digital Coding Process DE 3912605 DE  
EP 0 393 526 AT, BE, CH/ LI, DE, DK, ES, FR, GB, GR,IT,  
LU, NL, SE  
US 5,579,430 US  
JP 2,739,377 JP  
NO 913931 NO  
FI 914886 FI  
KR 701385/91 KR  
RU 5010281/24 RU  
Windowing US 08/678,666 US  
PCT/EP96/05145  
WO98/02971  
AU, CA, EP, JP, KR  
Intensity Stereo DE 19628293 DE  
WO98/03037  
PCT/EP97/02875  
AU, CA, CN, EP, JP, KR, NO, RU, UA, US  
Coding Stereo Spectral Data DE 19628292 DE  
PCT/EP97/02874  
WO98/03036  
AU, CA, CN, EP, JP, KR, NO, RU, UA, US  
Two-Component Signal Compression US 5,227,788  
EP 559 346 DE, FR, GB, IT

JP 60/459 950  
Perceptual Model US 5,285,498  
CA  
EP 559 383  
JP 60/75 590  
KR 97/07 661  
Perceptual Model US 5,481,614 (non-US correspond with `498)  
Two-Component Signal Compression US 5,592,584  
CA 2,090,052  
EP 564 089 DE, FR, GB, IT, NL  
JP 60/29 859  
Perceptual Noise Shaping US 5,781,888  
CA 2,194,419  
EP 785 631  
JP 92/04,197  
Licensee Company Name Page 18  
Short Title Patent or  
Application  
Number  
Country  
Process for the detecting of DE 4034017 C2 DE  
US 08/039,478 US  
rocess for Reducing Data DE 4136825 C1 DE  
CA 2,118,916 CA  
AU 9227599 AU  
EP 0 611 516 AT,BE, CH/ LI, DE, DK, FR, GB, IT, NL, SE  
JP 5-508077 JP  
KR 700973/1994 KR  
NO 940935 NO  
RU 94 020 727 RU  
UA 94 005 493 UA  
US 08/211,547 US  
Interdependent Channels DE 4217276 C1 DE  
AU 40593/93 AU  
CA 2,118,402 CA  
EP 0 642 719 AT,BE, CH/ LI, DE, FR, GB, NL,  
JP 6-500080 JP  
KR 704089/1994 KR  
NO 944285 NO  
RU 94 046 112 RU  
UA  
US 5,703,999 US  
Selecting Coding Type DE 4331376 C1 DE  
AU 678270 AU  
EP 0 719 483 AT,BE,CH/ LI, DE, DK, FR, GB, IE, IT, NL, SE  
US 08/557,046 US  
Tonality DE 19505435 C1 DE  
CA  
EP 0 772 764 AT, BE, CH/ LI, DE, DK, FR, GB, IE, IT, NL, SE  
JP 8-524642 JP  
KR 97-705021 KR  
US 08/894,844 US  
Licensee Company Name Page 19  
Appendix D: Schedule of Licensed Patents - Sony  
MPEG AAC Main  
Profile  
Patent Number  
(PN) or  
Application  
Number (AN)

Brief Description of IP Country

Band Divide PN1,952,835 Transform Coding and Band Dividing with  
Frequency Axis

JP

Block Switching PN5,299,238 Short Block Mode for Impulse Input Signal US

PN5,299,239 US

PN5,299,240 US

PN5,197,087 US

AN01-186,603 JP

PN2,021,437 CA

AN90113882.6 EP (GB, DE, FR)

AN90-10,850 KR

AN58,949/90 AU

Non linear

quantize

AN01-278,208 Bit Assignment for Block Floating JP

DPCM for Scale

factors

AN03-091,190 Scale factor should be coded by DPCM JP

Scale Factor PN5,490,170 Common ID for Block Floating and Frame

Changing

US

AN03-091,548 JP

AN92302616.5 EP (AT, DE, FR,

GB, IT, NL)

AN92-05,038 KR

Band Combine PN5,264,846 Band Combine US

AN03-092,738 JP

AN92302617.3 EP (AT, DE, FR,

GB, IT, NL)

AN92-04,795 KR

Pre-echo control PN5,268,685 Bit Assignment for Impulse Block US

AN03-092,739 JP

AN92-02,727 KR

Max Sfb PN5,375,189 Max band ID flag US

AN03-276,168 JP

AN92-16,982 KR

AN92308815.7 EP (AT, DE, FR,

GB)

AN26,049/92 AU

Impulse Address PN5,581,654

AN05-183,988

Impulse Address Data in Short Block Mode US

JP

Licensee Company Name Page 20

MPEG AAC Main

Profile

Patent Number

(PN) or

Application

Number (AN)

Brief Description of IP Country

Scale Factor PN5,548,574 Common Scale Factors US

AN05-047,943 JP

AN94104089 CN

AN94301662.6 EP (AT, DE, FR,

GB, NL)

AN56,416/94 AU

AN94-04,487 KR

PNS AN08/506,729 All Zero Data for Small Energy Block US

AN06-177,056 JP  
Scale Factor AN08/576,495 Quantize Scale Parameter in High Band US  
AN06-328,383 JP  
AN52,011 PH  
P-952828 ID  
AN95120051.8 EP (DE,FR,GB)  
S-1,625/95 VN  
AN9602286 SG  
PI9503906 MY  
AN95-72,168 KR  
AN95113120 CN  
Pulse Data PN5,717,821 Individual Pulse Spectrum US  
AN07-500,482 JP  
AN95-700,400 KR  
AN94916433.9 EP (AT,DE,ES,  
FR, GB,IT,NL)  
AN68,167/94 AU  
PN2,140,779 CA  
AN94190347.8 CN  
Pulse Data AN08/392,756 Individual Pulse Spectrum US  
AN07-503,400 JP  
AN94919822.0 EP (DE,FR,GB)  
- VN  
AN95106457.00 SU  
P307,740 PL  
AN95-70078 KR  
AN94190550.0 CN  
AN9405445 BR

Licensee Company Name Page 21

Appendix E: Schedule of Royalties

THE ROYALTY RATES REPRESENT CONSIDERATION OF THE AGGREGATE RELATIVE  
VALUES AND  
EXPIRATION DATES OF THE LICENSED TECHNOLOGY FOR THE CONVENIENCE OF THE  
PARTIES.  
THESE RATES WERE SELECTED BY THE PARTIES TO AVOID THE DIFFICULTY AND  
EXPENSE OF  
ACTUALLY IMPLEMENTING A MORE COMPLEX MATRIX OF MULTIPLE RATES DEPENDANT  
UPON  
EXPIRATION DATES, RELATIVE VALUATIONS AND PRODUCTS.

I. RUNNING ROYALTIES.

A. Decoding and/or Encoding Licensed Products:

IMPLEMENTATIONS \$0.00

DECODER

Consumer Hardware and Software Products

Channels per Quarter

On those from 1 to 100,000

On those from 100,001 to 500,000

On those from 500,001 to 1 million

On those over 1 million

Professional Hardware and Software Products

\$0.45 per Channel

\$0.35 per Channel

\$0.25 per Channel

\$0.20 per Channel

\$1.80 per Channel

ENCODER

Professional Hardware and Software Products \$18.00 per Channel

CODEC (Combination Decoder / Encoder)

Consumer Hardware and Software Products

Channels per Quarter

On those from 1 to 100,000  
On those from 100,001 to 500,000  
On those from 500,001 to 1 million  
On those over 1 million  
\$0.90 per Channel  
\$0.80 per Channel  
\$0.70 per Channel  
\$0.65 per Channel

1. Software Decoder Gross Revenue Option.

For software decoders, at Licensee's option, Licensee may pay 1% of Gross Revenues in lieu of per Channel Royalties described above.

- Under this option, Licensee's default election shall be to pay according to Running Royalties.

- Licensee may elect otherwise by notifying Licensors within 30 days of the Effective Date; otherwise, elections hereunder shall not be changeable more than once per year.

For the purposes of this provision, "software decoder" means a decoder Licensed Product in software form which:

- operates in a closed-loop encode/decode system utilizing a file format unique to Licensee, and is kept proprietary so that interoperability with unsecure third party products is prevented and cannot decode standard, unsecure AAC bitstreams (except that interoperability with third party products with copyright protection is encouraged); and
- does not reside in a "consumer electronics" device (eg; television, set-top box, receiver, radio, headphone product, etc.); and
- does reside only in a multi-function desktop personal computer or workstation.

Licensee Company Name Page 22

II. BUNDLING (WITH NON-ROYALTY BEARING PRODUCTS AND SERVICES) AND GROSS REVENUES.

If Licensed Products are sold in a single transaction with non-royalty bearing products or services ("a bundle") and a single price is charged by Licensee for the bundle, then the Gross Revenues associated with such sale of such Licensed Products shall be deemed to be:

- The amount the Licensee would charge (using Licensee's listed prices) for the Licensed Products when sold without the other products or services, multiplied by the single price received by or due to Licensee for the bundle;

- Divided by the total of (i) the amount the Licensee would charge for the Licensed Products (using Licensor's listed prices) when sold without the non-royalty bearing products or services plus (ii) the amount the Licensee would charge for the non-royalty bearing products or services (using Licensee's listed prices) when sold without the Licensed Products;

- But in no event less than the fair market value of the Licensed Products.



## QUICKTIME FILE FORMAT LICENSE AGREEMENT

**APPLE INC.**  
Software Licensing Department  
12545 Riata Vista Circle  
MS 198 3-SWL  
Austin, TX 78727  
E-Mail Address:  
sw.license@apple.com

Licensee: \_\_\_\_\_  
Individual to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(provide name and address of Licensee's page/URL on the World Wide Web, FTP site or online service)

WHEREAS, Licensee desires to receive, and Apple desires to grant to Licensee, a license to use Apple's QuickTime File Format in Licensee's Products;

NOW THEREFORE, in consideration of the promises and premises hereinafter set forth below, the parties hereby agree as follows:

### Agreement

Apple Inc. ("Apple") and Licensee agree that the terms and conditions of this Agreement shall govern Licensee's use and distribution of the QuickTime File Format, as defined below.

#### I. Definitions

- 1.1 "Apple Intellectual Property" means Apple's copyrights, trade secrets, and patents in the QuickTime File Format, and does not include any other patents or intellectual property rights.

- 1.2 "Author" means the process by which a digital file is created or written within a Licensee Product.
- 1.3 "End-User" means an individual or entity that purchases Licensee Products for his or its own purposes, and not for sale to others.
- 1.4 "Licensee Products" means the consumer electronic products developed by or for Licensee that are identified in Exhibit A to this Agreement and are sold under Licensee's trademark. With Apple's written approval which shall not be unreasonably withheld, Licensee may supplement Exhibit A. The supplement will be effective upon Apple's execution of the revised Exhibit A.
- 1.5 "QuickTime Logo" means the QuickTime logo depicted at: <http://developer.apple.com/mkt/swl/agreements.html#QuickTime>, which location Apple may change.
- 1.6 "QuickTime Logo Guidelines" means the Apple guidelines for using the QuickTime Logo downloadable from: <http://developer.apple.com/softwarelicensing/agreements/quicktime.html>, which location Apple may change.
- 1.7 "QuickTime File Format" means Apple's proprietary File Format used for Authoring and Reading QuickTime files.
- 1.8 "Read" means to read and display QuickTime formatted digital files within Licensee Products.
- 1.9 "Video" means one or more interrelated files containing or referencing time-ordered sequences of multimedia data elements, synchronization information, and other data used to specify spatial and/or time relationships between the individual elements. Multimedia data elements consist of one or more individual data items including, but not limited to, digital images, sound samples, and text data.
- 1.10 "Distribution Report" means a quarterly report indicating for each Licensee Product listed on Exhibit A the number of copies distributed using the QuickTime File Format during the previous quarter and for which platform (i.e., Macintosh and/or Windows).

## 2. License

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, including but not limited to Section 2.2 herein, Apple grants to Licensee a nonexclusive, nontransferable, worldwide, royalty-free license under Apple Intellectual Property (as defined in Section 1.1) to (i) enable the Licensee Products to Author and Read digital files using the QuickTime File Format and (ii) distribute such Licensee Products to End Users, directly or through

distributors. This is not a license for the QuickTime software nor does this license grant the right to distribute the QuickTime software. A separate QuickTime Software Distribution Agreement must be executed to obtain the rights to distribute the QuickTime software.

- 2.2 **Exclusivity.** If Licensee wishes to enable Licensee Products to Author and Read digital Video files, then Licensee agrees that the QuickTime File Format will be the exclusive file format used for such authoring and reading of digital Video files in Licensee Products.
- 2.3 **Apple's Ownership.** Licensee acknowledges that the QuickTime File Format is proprietary to Apple and that Apple retains all right, title, and interest in the QuickTime File Format, including without limitation all copyrights and other proprietary rights. Licensee may not use, reproduce, sublicense, distribute or dispose of the QuickTime File Format, in whole or in part, other than as permitted under this Agreement.
- 2.4 **Provision of Samples.** Licensee agrees to provide Apple with one sample of each Licensee Product, within four (4) weeks of initial distribution, in the full product packaging as received by the End User, including the distribution disk and all other delivered components, for the purpose of monitoring Licensee's compliance with the terms of this Agreement and for regression testing for compatibility. Licensee will send the copies to: Apple Inc., Software Licensing Department, 12545 Riata Vista Circle, MS 198 3-SWL, Austin, TX 78727. Licensee authorizes Apple to use the product sample provided to Apple to publicly demonstrate and promote the capabilities of the QuickTime File Format and Licensee Products.
- 2.5 **Brand Code.** Licensee agrees to use a four-character 'brand' code as a compatible brand in the file type atom, with the major brand being a valid QuickTime brand, in order to designate a particular Licensee Product. The atom must be located in the head of the file, being identified with 'ftyp' for its Type code. The brand may be obtained at: [www.qtra.apple.com](http://www.qtra.apple.com).

### 3. **Labeling**

Licensee must include an appropriate copyright notice in the documentation accompanying Licensee Products.

### 4. **Trademarks**

- 4.1 **Trademark Grant.** Apple grants to Licensee a non-exclusive and non-transferable right to use, and Licensee agrees it will use, the QuickTime Logo (i) on and in the sale, promotion and advertising of the Licensee Products, and (ii) on Licensee Product manuals, on software media (e.g., printed on the CD face) and in a visible position on both the inner (e.g., jewel case or sleeve) and outer (e.g., shelf box or marketing folder) portions of the product packaging. In addition, Apple agrees

that Licensee may use the QuickTime Logo on the splash screen of Licensee Products and/or on the Licensee Product itself. Licensee agrees it will use the QuickTime Logo in compliance with this Section 4 and the QuickTime Logo Guidelines. Licensee has no other rights to the QuickTime Logo.

4.2 **Quality Control.** Licensee agrees that the Licensee Products will (i) include the QuickTime File Format, (ii) meet the highest levels of quality and integrity for similar goods, (iii) not be unlawful, and (iv) be developed, manufactured and distributed in compliance with this Agreement, including notice requirements under the QuickTime Logo Guidelines. Licensee will not interfere with Apple's rights in the QuickTime Logo and all use of the QuickTime Logo shall inure to the benefit of Apple.

4.3 **Replacement Mark.** Apple may replace the QuickTime Logo with a new QuickTime Logo at any time. In the event that Apple notifies Licensee of the requirement to use a new QuickTime Logo, Licensee will cease using the replaced QuickTime Logo as soon as practical and commence using the new QuickTime Logo under similar logo guidelines as provided by Apple and the terms of this Agreement. Nevertheless, Licensee may continue distributing its then-existing inventory of Licensee Products for six (6) months from the date the revised QuickTime Logo is made available.

#### 5. **Effective Date; Term**

The Effective Date of this Agreement will be the date of execution by Apple, and shall continue for a period of five (5) years. Upon termination or expiration, all licenses to the QuickTime File Format will terminate and Licensee will discontinue all use of the QuickTime File Format, pursuant to this Agreement, including without limitation any further copying or distribution of the QuickTime File Format. Termination of this Agreement will not affect any End-User licenses to any Licensee Products. The provisions of Sections 1, 2.2, 2.3, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18 and 19 shall survive termination or expiration of this Agreement.

#### 6. **Termination for Cause**

If any breach of this Agreement by Licensee continues for more than thirty (30) days after Licensee's receipt of Apple's written notice, Apple may terminate this Agreement by written notice to Licensee, whereupon this license and all rights granted to Licensee herein shall immediately cease. Apple may immediately upon written notice terminate this Agreement if Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**7. Distribution Reports.**

During the term of this Agreement, Licensee agrees to prepare and provide to Apple an annual report (the "Distribution Report") stating the number of copies of each Licensee Product using the QuickTime File Format (listed in Exhibit A) that were distributed during the previous calendar year and for which platform (i.e, Macintosh and/or Windows). Licensee shall submit the Distribution Report electronically to [sw.license@apple.com](mailto:sw.license@apple.com) within thirty (30) days of the close of each calendar year, and Licensee shall maintain such records for one (1) year after the last copy of the QuickTime File Format has been distributed.

**8. Disclaimer of Warranty**

Apple licenses the QuickTime File Format on an "AS IS" basis. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, REGARDING THE QUICKTIME FILE FORMAT OR ITS USE AND OPERATION ALONE OR IN COMBINATION WITH LICENSEE PRODUCTS. Neither Licensee, nor its employees, agents, or distributors have any right to make any other representation, warranty or promise with respect to the QuickTime File Format.

**9. Limitation of Liability**

IN NO EVENT WILL APPLE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, SALE OR DISTRIBUTION OF THE QUICKTIME FILE FORMAT BY LICENSEE OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL APPLE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF \$500.

**10. No Indemnification by Apple**

Apple has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the QuickTime File Format infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify Apple of any such claim.

**11. Indemnification by Licensee**

Licensee will indemnify, defend and hold Apple harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) (collectively, "Claim(s)") arising out of or in connection with Licensee's and its distributors' or the use of the QuickTime File Format incorporated into Licensee Products; provided, however, Licensee shall have no obligation to so indemnify Apple with respect to any Claim that Apple Intellectual Property as provided to Licensee under this Agreement constitutes an infringement of any such third party's intellectual property rights. Apple will

promptly notify Licensee of any claims for which Licensee is obligated to indemnify Apple under this paragraph and will provide reasonable cooperation and assistance in connection with such claims. In no event may Licensee enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, Apple in any manner to said third party, without the prior written consent of Apple.

**12. Export**

Licensee may not use or otherwise export or reexport Licensee Products that implement the QuickTime File Format except as authorized by United States law. In particular, but without limitation, Licensee Products that implement the QuickTime File Format may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By implementing the QuickTime File Format in Licensee Products, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the QuickTime File Format for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**13. Confidentiality**

Each party agrees that it will not disclose the provisions of this Agreement to any third party without the prior written consent of the other party.

**14. Relationship of the Parties**

Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

**15. Assignment**

This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by any means, including without limitation, operation of law or merger, by Licensee without the prior written consent of Apple. Any assignment in violation of this Section 15 will be void.

**16. Notices**

Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Apple in writing of any change in Licensee's physical or electronic address.

**17. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of



the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in the Northern District of California. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.

**18. Severability**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**19. Complete Understanding**

This Agreement, including all Exhibits attached, constitutes the entire Agreement between the parties concerning the use of the QuickTime File Format licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

LICENSEE:

APPLE:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Licensee Products**

1. Licensee Product (Product name and model number):
  
  
  
  
  
  
  
  
  
  
2. Description of Licensee Product:
  
  
  
  
  
  
  
  
  
  
3. Codecs used for Authoring, Reading and playback:
  
  
  
  
  
  
  
  
  
  
4. Marketing Contact for Licensee Product (include name, phone, fax, email address and Site URL):
  
  
  
  
  
  
  
  
  
  
5. Anticipated release date:

All Licensee Products to be covered by this Agreement must be listed in this Exhibit A (attach additional sheets if necessary) prior to submission to Apple for signature.



## AVC PATENT PORTFOLIO LICENSE

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MPEG LA, L.L.C., a limited liability company of Delaware having a principal place of business in Greenwood Village, Colorado, U.S.A. (hereinafter "Licensing Administrator"); and \_\_\_\_\_, having a principal place of business in \_\_\_\_\_ (hereinafter "Licensee").

**WHEREAS**, a video standard commonly referred to as AVC has been defined and is referred to in this Agreement as the "AVC Standard" (as more fully defined herein below);

**WHEREAS**, Columbia Innovation Enterprises, having a principal place of business in New York, New York ("Columbia"); Electronics and Telecommunications Research Institute (ETRI), having a principal place of business in Korea ("ETRI"); France Télécom, société anonyme, a corporation of France, having a principal place of business in Paris, France ("France Télécom"); Fujitsu Limited, a corporation of Japan, having a principal place of business in Kawasaki, Japan ("Fujitsu"); Koninklijke Philips Electronics N.V., a corporation of the Netherlands, having a principal place of business in Amsterdam, the Netherlands ("Philips Electronics"); Microsoft Corporation, a corporation of Washington, U.S.A., having a principal place of business in Redmond, Washington, U.S.A. ("Microsoft"); Mitsubishi Electric Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan ("Mitsubishi Electric"); Panasonic Corporation, a corporation of Japan, having a principal place of business in Osaka, Japan ("Panasonic"); Robert Bosch GmbH, a corporation of Germany, having a principal place of business in Stuttgart, Germany ("Robert Bosch"); Samsung Electronics Co., Ltd., a corporation of Korea, having a principal place of business in Seoul, Korea ("Samsung"); Sharp Kabushiki Kaisha, a corporation of Japan, having a principal place of business in Osaka-Fu, Japan ("Sharp"); Sony Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan ("Sony"); Toshiba Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan ("Toshiba"); and Victor Company of Japan, Ltd., a corporation of Japan, having a principal place of business in Yokohama, Japan ("JVC") (hereinafter collectively the "Licensors" or individually "Licensor," as more fully defined in this Agreement) each own and have the right to license, or have the right to sublicense, one or more patents, utility models and/or enforceable allowed patent or enforceable allowed utility model applications published for opposition which claim apparatus and/or methods necessary for compliance with the AVC Standard;

**WHEREAS**, each Licensor believes that the AVC Standard represents significant advances in the field of digital visual data compression, which will make available innovative new products and services to the public, and for this reason desires to encourage widespread adoption of the AVC Standard by, among others, video product and video service industries throughout the world;

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

**WHEREAS**, each Licensor hereby commits to make available individual licenses and/or sublicenses under any and all AVC Essential Patents licensable or sublicensable by the Licensor (without payment to any third party) to any individual, company or other entity requiring such a license and/or sublicense on fair, reasonable and nondiscriminatory terms and conditions in light of the terms offered herein;

**WHEREAS**, each Licensor has granted the Licensing Administrator a worldwide, nonexclusive license and/or sublicense under all AVC Essential Patents licensable or sublicensable by the Licensor without payment to any third party to allow the Licensing Administrator to grant worldwide, nonexclusive sublicenses under all such AVC Essential Patent(s) under the terms hereof;

**WHEREAS**, the Licensors desire to make available, through the Licensing Administrator, license rights under their respective AVC Essential Patents in a single sublicense for the convenience of any individual, company or other entity desirous of acquiring such rights, thereby avoiding the need of such individual, company or other entity to obtain separate licenses from each of the Licensors under its AVC Essential Patent(s);

**WHEREAS**, the Licensing Administrator desires to grant AVC Patent Portfolio Licenses to all individuals, companies and other entities requiring such a license under the terms and conditions set forth herein;

**WHEREAS**, nothing in this Agreement precludes the respective Licensors from licensing or sublicensing rights under individual AVC Essential Patent(s) to make, use, sell, or offer to sell products or processes including, but not limited to, the rights licensed in the AVC Patent Portfolio License;

**WHEREAS**, Licensee understands that this AVC Patent Portfolio License is offered for the convenience of Licensee to, among other things, (i) obtain rights under the patents of several entities in a single license; and (ii) pay a single royalty without having to compute the number of AVC Essential Patent(s) used; and Licensee understands that it is free to contact any Licensor to negotiate a license for any Patent offered herein on terms and conditions different from those set forth herein which may be mutually acceptable to such Licensee and Licensor;

**WHEREAS**, Licensee has elected in its sole discretion to enter into this AVC Patent Portfolio License under the terms specified herein rather than electing to negotiate individual licenses under whatever Patents Licensee desires;

**WHEREAS**, Licensee understands that no royalty is payable on any product manufactured, used or sold unless such product infringes an existing patent that would be infringed but for the license(s) granted under this Agreement; and

**WHEREAS**, Licensee desires for its own convenience to obtain the rights offered in this AVC Patent Portfolio License under the terms authorized by the Licensors and offered by the Licensing Administrator.

**NOW, THEREFORE**, the Licensing Administrator and Licensee AGREE AS FOLLOWS:

**0. EFFECTIVE DATE**

## AVC PATENT PORTFOLIO LICENSE (cont'd)

0.1 This License Agreement shall be effective as of August 1, 2002.

### 1. DEFINITIONS

The definitions set forth in this Article shall apply to the following terms when used with initial capital letters in this Agreement, its attachments, and amendments hereto.

- 1.1 **Affiliate** - shall mean a Legal Entity which now or hereinafter, directly or indirectly, controls, is controlled by or is under common control with Licensee. The term "control" as used in this Section 1.1 shall mean (a) ownership of more than 50% of the outstanding shares representing the right to vote for directors or other managing officers of Licensee or such Legal Entity; or for Licensee or a Legal Entity which does not have outstanding shares, of more than 50% of the ownership interest representing the right to make decisions for Licensee or such Legal Entity; or (b) a relationship similar to that described in Subsection 1.1(a) deemed by the Licensing Administrator in its sole discretion to represent "control." An entity shall be deemed an Affiliate only so long as such "control" exists.
- 1.2 **Agreement** - shall mean this sublicense between the Licensing Administrator and Licensee, including exhibits, attachments, amendments and modifications hereto.
- 1.3 **Arms-Length Sale** - shall mean a Sale between or among unrelated entities at competitive conditions which prevail in the market or the equivalent of such Sale.
- 1.4 **AVC Codec(s)** - shall mean any single product or thing which incorporates the full functionality of both one AVC Decoder and one AVC Encoder. Any single product or thing which incorporates more than one AVC Decoder and/or more than one AVC Encoder shall constitute more than one AVC Codec.
- 1.5 **AVC Decoder(s)** - shall mean a decoder used to decode AVC Video.
- 1.6 **AVC Encoder(s)** - shall mean an encoder used to create AVC Video.
- 1.7 **AVC Essential Patent** - shall mean any and all claim(s), but only such claim(s), in a Patent which are necessarily infringed in connection with the use or implementation of the AVC Standard under the laws of the country which issued or published the Patent.
- 1.8 **AVC Patent Portfolio** - shall mean the portfolio of AVC Essential Patent(s) initially identified in Attachment 1 hereto, which portfolio may be supplemented or reduced from time to time in accordance with the provisions of this Agreement.
- 1.9 **AVC Patent Portfolio Patent** - shall mean an AVC Essential Patent under which a Licensor has the right to grant a license or sublicense to a third party

## AVC PATENT PORTFOLIO LICENSE (cont'd)

(without payment to any third party) with the right of such third party to grant sublicenses, and which is included in the AVC Patent Portfolio.

- 1.10 AVC Product(s)** – shall mean any product or thing in whatever form which constitutes or contains one or more fully functioning AVC Decoder(s), AVC Encoder(s) or AVC Codec(s). AVC Product(s) shall not include OEM AVC Products.
- 1.11 AVC Related Patent** - shall mean any and all claims, but only such claims, in any Patent in the field of video compression which are not an AVC Essential Patent but which are infringed by an apparatus or a method using or implementing the AVC Standard under the laws of the country which issued or published the Patent.
- 1.12 AVC Royalty Product** - shall mean a product for which a royalty is payable to the Licensing Administrator hereunder.
- 1.13 AVC Standard** - shall mean the video standard defined in ISO/IEC 14496-10:2008, 4th Edition (2008-09-15) and any subsequent version or extension of this video standard to the extent posted at <http://www.mpegla.com/avc/avc-agreement.cfm> ("Amended Definition"); provided, however, that no Amended Definition shall reduce the scope of any definition of the AVC Standard immediately prior to the posting of any Amended Definition. The Notice Provisions of this Agreement shall not apply to any Amended Definition.
- 1.14 AVC Video** – shall mean video encoded in compliance with the AVC Standard.
- 1.15 Broadcast Market** – shall mean the geographic area within which an End User could use an AVC Decoder to view Free Television AVC Video sent by a single transmitter or transmitter simultaneously with repeaters by a single Legal Entity. The Licensing Administrator reserves the right to determine the number of Households in a Broadcast Market based on Licensee's computation of the number of Households within a particular broadcast station such as, for illustration purposes only, WCBS-TV, New York.
- 1.16 Calendar Year** - shall mean the period commencing on January 1 and concluding on December 31 of any year.
- 1.17 Codec Licensee** – shall mean a person or entity which Sells an AVC Product to (i) a Codec Licensee Customer and/or (ii) an End User.
- 1.18 Codec Licensee Customer** – shall mean a party to which Licensee sells an AVC Product which is not incorporated in a Computer Operating System, provided that (i) the Codec Licensee Customer incorporates such AVC Product(s) under Licensee's brand name in a Personal Computer; and (ii) Licensee under its own brand name sells directly to End Users for use in a Personal Computer more than a *de minimis* amount of the same AVC Product(s) which are Sold to the Codec Licensee Customer.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 1.19 Commercial AVC Video** – shall mean AVC Video Sold to an End User in a transaction in which a party to the transaction receives remuneration of any kind for the Sale of such AVC Video.
- 1.20 Confidential Information** - shall mean any information given to the Licensing Administrator pursuant to Articles 3.12 or 5 of this Agreement which is designated “confidential” by Licensee.
- 1.21 Computer Operating System** – shall mean programs which, among other things, control the allocation and usage of hardware resources in a Personal Computer such as memory, CPU time, disk space and peripheral devices. The Computer Operating System is the foundation software on which applications depend. Computer Operating Systems include, but are not limited to, Linux, Windows, Mac OS, and Unix.
- 1.22 Consumer** - shall mean a natural person (a) using AVC Video in his or her own personal capacity and not engaged in commercial activity or activity for which he or she receives any remuneration or (b) using AVC Video in connection with video teleconferencing in which the AVC Video is limited to depictions of persons (and related materials) participating in the teleconference, and mobile messaging in which the video is created by and sent to an End User. “Consumer” use of an AVC Product shall be limited to the Consumer’s personal use only with another, or in such person’s capacity as, an End User.
- 1.23 End User** - shall mean any person or entity which orders, sends, purchases, retrieves, receives or is specifically sent an AVC Product or AVC Video for their or its personal use (including use in connection with video teleconferencing), whether alone or in combination with any other product, and not for re-Sale.
- 1.24 Enterprise** - shall mean a Legal Entity and all Affiliate(s) of such Legal Entity.
- 1.25 Enterprise Licensee** - shall mean a Licensee which elects an Enterprise License under Sections 2.7 and 3.1.7 hereof.
- 1.26 Free Television AVC Video** – shall mean AVC Video which constitutes television broadcasting which is sent to an End User and/or a Consumer by an over-the-air, satellite and/or cable Transmission, and which is not paid for by an End User. In order to constitute Free Television AVC Video, such AVC Video must not be licensable under Articles 2.2, 2.3 and 2.5 of this Agreement.
- 1.27 Households** – shall mean a single residence or dwelling place (e.g., a home or apartment) or separately owned place of business, regardless of the number of End Users within such residence or place of business.
- 1.28 Internet Broadcast AVC Video** – shall mean AVC Video that is neither Title-by-Title AVC Video nor Subscription AVC Video but that is Sold to an End User by means of the Worldwide Web or Internet through the End User’s use of, for example, a Web Browser or an electronic transfer between users over one or



## AVC PATENT PORTFOLIO LICENSE (cont'd)

more networks using one or more network protocols such as the Internet Protocol or Simple Mail Transfer Protocol. AVC Video shall not be Internet Broadcast AVC Video if the End User pays remuneration to the Seller of such video for the right to receive or view such video.

- 1.29 Legal Entity** - shall mean a corporation, limited liability company, partnership or other entity recognized by state, provincial or national law as having the power to contract and to sue or be sued.
- 1.30 Licensed Product(s)** - shall mean any product, including software, licensed under Article 2 of this Agreement.
- 1.31 Licensors (individually Licensor)** - shall mean Columbia; ETRI; France Télécom; Fujitsu; Philips Electronics; Microsoft; Mitsubishi Electric; Panasonic; Robert Bosch; Samsung; Sharp; Sony; Toshiba; and JVC; subject to additions and deletions from time to time, as identified in Attachment 1 hereto.
- 1.32 Manufacture (Manufactured) (Manufacturer)** - shall mean fabrication, reproduction, copying, assembly, or otherwise making of substantially the entire finished AVC Product or AVC Video. For purposes of Articles 3.11.1, 3.11.2, and 3.11.3, country of Manufacturer shall mean either (i) that country in which an AVC Decoder, an AVC Encoder or an AVC Codec first exists in fully functioning form or (ii) the country from which the Title-by-Title AVC Video or the Subscription AVC Video originates before it is sent to an End User.
- 1.33 OEM AVC Product(s)** – shall mean AVC Product(s) Sold to an OEM Licensee Customer.
- 1.34 OEM License** – shall mean that License granted under Section 2.6 of this Agreement.
- 1.35 OEM Licensee** – shall mean a Licensee which elects the sublicense granted under Section 2.6 of this Agreement to Sell or offer for Sale OEM AVC Products to OEM Licensee Customers.
- 1.36 OEM Licensee Customer** – shall mean a party to which Licensee sells an AVC Product which is incorporated at the time of the Sale in a Computer Operating System, provided that (i) the OEM Licensee Customer incorporates such OEM AVC Product(s) under Licensee's brand name in a Personal Computer; and (ii) Licensee under its own brand name sells directly to End Users for use in a Personal Computer more than a *de minimis* amount of such AVC Product(s) incorporated in a Computer Operating System.
- 1.37 Patent(s)** – shall mean any issued patent (including reexaminations, reissues, continuations, divisions and continuations-in-part), enforceable invention certificates, or issued utility model of any country, or any enforceable allowed patent application or enforceable allowed utility model application, published for opposition in any country.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 1.38 Personal Computer** - shall mean a device Sold to an End User which comprises one or more processing units and peripheral units that are controlled by, or in communication with, a computer operating system capable of performing multiple functions, including, but not limited to at least the following, internet access, word processing, e-mail sending and receiving, spread sheet calculations, data base management, and data storage and retrieval. A Personal Computer may also be capable of encoding and/or decoding AVC Video but such capability shall not be, in the sole judgment of the Licensing Administrator, the primary function of a device in order for that device to be a Personal Computer. A Personal Computer shall not mean hardware products that have as their primary purpose a limited functionality or limited functionalities such as a personal digital assistant ("PDA"), mobile phone, set-top box, gaming console or DVD player.
- 1.39 Sale (Sell) (Sold) (Seller)** - shall mean any sale, rental, lease, license, copying, transfer, reproduction, Transmission, or other form of distribution of an AVC Product or the Transmission by any means of AVC Video either directly or through a chain of distribution.
- 1.40 Subscriber** - shall mean either (a) an identified End User which, during any Calendar Year, uses an AVC Decoder to decode Subscription AVC Video or, if the identity of such End User is not known to the Licensee, (b) a decoder which is used by an End User at any time during any Calendar Year to decode any Subscription AVC Video. With respect to each Licensee's royalty and royalty reporting obligations under Article 3 hereof, a Subscriber shall be counted as only one Subscriber regardless of the level of any individual Subscriber's use and/or viewing of Subscription AVC Video in any Calendar Year.
- 1.41 Subscription AVC Video** - shall mean Commercial AVC Video which is not Title-by-Title AVC Video and for which an End User is obligated to pay any form of remuneration. Subscription AVC Video shall include, but is not limited to, AVC Video Transmitted by satellite, internet, cable or mobile telephony and which is paid for by the End User based on the End User's access to or usage of such AVC Video over a specific period of time.
- 1.42 Title** - shall mean an identification given to a segment of AVC Video that generally concerns a related topic or topics and has what is generally considered to be a beginning and an end. By way of example only, a Title shall include a motion picture, a television show, a sporting event, a news broadcast, and categories of "short features" such as movie trailers, sports highlights, news updates, or other AVC Video which is advertised or marketed by the provider or seller of such video under a single name, or other single identification.
- 1.43 Title-by-Title AVC Video** - shall mean Commercial AVC Video which is Sold to an End User in connection with the End User's request for the specific content represented by the Title of AVC Video and for which an End User is obligated to

## AVC PATENT PORTFOLIO LICENSE (cont'd)

pay any form of remuneration. Title-by-Title AVC Video shall include, but is not limited to, AVC Video contained on physical media, pay per view, video on demand and digital internet, mobile or other downloads or streams requested by the End User and paid for by the End User either on a transaction-by-transaction or any other basis.

**1.44 Transmits (Transmission) (Transmitted) (Transmitter)** - shall mean the act of distributing, disseminating, streaming or otherwise delivering to a third party any AVC Video. For purposes of Section 2.4 hereof, a "Transmitter" shall be that party which is identified to the End User as the party providing Free Television AVC Video service.

**1.45 Web Browser** - shall mean an application or functionality capable of communication with a network for presenting information obtainable from the Worldwide Web or Internet servers via one or more networks using various network protocols, such as the Internet Protocol, the Hypertext Transfer Protocol and the File Transfer Protocol.

## 2. LICENSING ADMINISTRATOR GRANT

**2.1 AVC Product(s).** Subject to the terms and conditions of this Agreement (including, without limitation, Articles 3 and 7), the Licensing Administrator hereby grants to a Codec Licensee a royalty-bearing, worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio to make, have made, Sell or offer for Sale an AVC Product, and for a Consumer to use such AVC Product in connection with decoding AVC Video encoded by any Consumer or encoding AVC Video for the Consumer's own use or for Transmission to a Consumer. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.1, BY IMPLICATION OR OTHERWISE. SPECIFICALLY, AND WITHOUT LIMITATION, NO LICENSE IS GRANTED IN THIS ARTICLE 2.1 TO USE AVC PRODUCT(S) IN CONNECTION WITH ANY COMMERCIAL AVC VIDEO OR TO SELL OR OFFER TO SELL OEM AVC PRODUCTS.

**2.2 Title-by-Title AVC Video.** Subject to the terms and conditions of this Agreement (including, without limitation, Article 3), the Licensing Administrator hereby grants to Licensee, a (i) replicator or manufacturer of physical media which contains AVC Video or (ii) Seller of Title-by-Title AVC Video to an End User, a royalty bearing, worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio for Licensee and such End User to use any AVC Product in connection with the Title-by-Title AVC Video for which a royalty is paid pursuant to this Agreement. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.2, BY IMPLICATION OR OTHERWISE.

**2.3 Subscription AVC Video.** Subject to the terms and conditions of this Agreement (including, without limitation, Article 3), the Licensing Administrator



## AVC PATENT PORTFOLIO LICENSE (cont'd)

hereby grants to Licensee, a Seller of Subscription AVC Video to an End User, a royalty-bearing, worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio for Licensee and such End User to use any AVC Product in connection with the Licensee's Subscription AVC Video for which a royalty is paid pursuant to this Agreement and which is Sold by Licensee to the End User. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.3, BY IMPLICATION OR OTHERWISE.

- 2.4 Free Television AVC Video.** Subject to the terms and conditions of this Agreement (including, without limitation, Article 3), the Licensing Administrator hereby grants to Licensee, a Transmitter of Free Television AVC Video to an End User, a royalty-bearing, worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio for Licensee and such End User to use any AVC Product in connection with Free Television AVC Video for which a royalty is paid pursuant to this Agreement and which is Transmitted by Licensee to the End User. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.4, BY IMPLICATION OR OTHERWISE.
- 2.5 Internet Broadcast AVC Video Use.** Subject to the terms and conditions of this Agreement (including, without limitation, Article 3), the Licensing Administrator hereby grants to Licensee, a Seller of Internet Broadcast AVC Video to an End User, a royalty-bearing (subject to the terms of Article 3.1.5), worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio for Licensee and for such End User to use any AVC Product in connection with the Internet Broadcast AVC Video which is Sold by Licensee to the End User. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.5, BY IMPLICATION OR OTHERWISE.
- 2.6 OEM Licensee.** Subject to the terms and conditions of this Agreement (including without limitation Articles 2, 3 and 7), the Licensing Administrator hereby grants to an OEM Licensee a royalty-bearing, worldwide, nonexclusive, nontransferable sublicense under all AVC Essential Patent(s) in the AVC Patent Portfolio to Sell or offer for Sale OEM AVC Products. Such sublicense shall be granted at the option of Licensee pursuant to the terms of Article 3.1.6 hereof. NO OTHER LICENSE IS GRANTED IN THIS ARTICLE 2.6, BY IMPLICATION OR OTHERWISE. SPECIFICALLY, AND WITHOUT LIMITATION, NO LICENSE IS GRANTED IN THIS ARTICLE 2.6 TO USE OEM AVC PRODUCT(S) IN CONNECTION WITH ANY COMMERCIAL AVC VIDEO OR TO SELL OR OFFER FOR SALE AVC PRODUCTS.
- 2.7 Enterprise License.** Subject to the terms and conditions of this Agreement (including, without limitation, Article 3) the Licensing Administrator hereby grants to an Enterprise Licensee those licenses conferred in Articles 2.2, 2.3, 2.4 and 2.5 hereof.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 2.8 No License or Immunity Unless Expressly Granted.** NO LICENSE, NON-ASSERT OR IMMUNITY IS GRANTED BY EITHER PARTY HERETO TO THE OTHER PARTY, EITHER DIRECTLY OR BY IMPLICATION, ESTOPPEL OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN SECTIONS 2.1 THROUGH 2.7, 8.3 AND 8.4 OF THIS AGREEMENT.
- 2.9 No Sublicenses.** Subject to Article 3.1.7, the sublicenses granted in Sections 2.1 through 2.7 of this Agreement do not include the right of the Licensee to grant any further sublicenses. The Licensing Administrator is willing to offer an AVC Patent Portfolio License to any Affiliate of Licensee.
- 2.10 Scope of License Grant.** Notwithstanding anything to the contrary herein, all licenses granted under this Agreement are limited to a field of use to comply with the AVC Standard. No other licenses for any other purpose or use are granted herein nor are any licenses granted to any portion or segment of any product or thing except those portions or segments of such product or thing that comply with the AVC Standard.

### 3. ROYALTIES AND PAYMENTS

- 3.1 Royalties for Licenses under AVC Essential Patents in the AVC Patent Portfolio.** For those licenses offered in Article 2 hereof under AVC Essential Patents in the AVC Patent Portfolio, Licensee shall pay to the Licensing Administrator, for the benefit of Licensors, throughout the term of this Agreement, the applicable royalties as follows:

- 3.1.1 AVC Product(s).** Subject to the limitation of Article 3.1.9, the royalty in any Calendar Year for the sublicense granted pursuant to Section 2.1 hereof upon the Sale after December 31, 2004 of each AVC Encoder, each AVC Decoder or each AVC Codec (each AVC Encoder, AVC Decoder or AVC Codec shall be referred to in this Article as a "Unit") whether one or more Units are incorporated in a single product shall be as follows:

<u>Unit Sales In Any Calendar Year After December 31, 2004</u>	<u>Royalties Payable</u>
0 to 100,000 Units	\$ 0.00
100,001 to 5,000,000 Units	\$ 0.20 per Unit
Units in excess of 5,000,000	\$ 0.10 per Unit

In no event, however, shall the royalty for the sublicense granted in Section 2.1 hereof in any Calendar Year exceed the amounts specified below for the combined Sales of AVC Products of a Licensee and each of its Affiliates:

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

<u>Calendar Year</u>	<u>Royalties Payable by Enterprise per Year</u>
Sales in 2005 and 2006	\$3,500,000
Sales in 2007 and 2008	\$4,250,000
Sales in 2009 and 2010	\$5,000,000

Should Licensee give the Licensing Administrator written notice by February 28 of any Calendar Year that it elects to pay the amount specified above and pays such amount by March 31 of the same Calendar Year, then Licensee shall be relieved of the obligation of Article 3.11.1 with respect to royalty reports for the same Calendar Year in which the payment is made.

**3.1.1.1 Decoders in AVC Video.** No royalties shall be payable under subsection 3.1.1 for the sublicense granted under Article 2.1 in the event, and only in the event, that Licensee Sells with AVC Video, for which a royalty is paid under the terms hereof, an AVC Decoder that has no function and no capability other than decoding the AVC Video, and only that AVC Video, with which it is Sold.

**3.1.2 Title-by-Title AVC Video.** The royalty for the sublicense granted pursuant to Section 2.2 hereof upon the Sale after December 31, 2005 of Title-by-Title AVC Video shall be as follows:

<u>Title-by-Title AVC Video Sold After December 31, 2005</u>	<u>Royalties Payable</u>
For each Title that is 12 minutes or less in length when measured at normal viewing speed	\$ 0.00
For each Title that is longer than 12 minutes in length when measured at normal viewing speed	2.0% of the remuneration paid in Licensee's first Arm's-Length Sale or \$0.02 per Title, whichever is lower

In no event, however, shall the royalty due in any Calendar Year for all licenses offered in Articles 2.2, 2.3, 2.4 and 2.5 of this Agreement exceed the amounts specified in Article 3.1.7 hereof.

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

**3.1.3 Subscription AVC Video.** Subject to the limitation of Article 3.1.9, the royalty for the sublicense granted pursuant to Section 2.3 hereof upon the Sale after December 31, 2005, of Subscription AVC Video shall be as follows:

<u>Subscribers During Any Calendar Year After December 31, 2005</u>	<u>Royalties Payable Per Calendar Year</u>
0 to 100,000	\$ 0.00
100,001 to 250,000	\$ 25,000
250,001 to 500,000	\$50,000
500,001 to 1,000,000	\$75,000
more than 1,000,000	\$100,000

In no event, however, shall the royalty due in any Calendar Year for all licenses offered in Articles 2.2, 2.3, 2.4 and 2.5 of this Agreement exceed the amounts specified in Article 3.1.7 hereof.

**3.1.4 Free Television AVC Video.** The royalty for the sublicense granted pursuant to Section 2.4 hereof upon the Transmission after December 31, 2005 of Free Television AVC Video shall be either: (i) \$2,500 per Calendar Year per Broadcast Market which includes at least 100,000 but no more than 499,999 Households, \$5,000 per Calendar Year per Broadcast Market which includes at least 500,000 but no more than 999,999 Households, and \$10,000 per Calendar Year per Broadcast Market which includes 1,000,000 or more Households or (ii) a one time fee of \$2,500 for each AVC Encoder used by or on behalf of Licensee to encode Free Television AVC Video that is Transmitted to an End User. Licensee shall inform the Licensing Administrator in writing within thirty (30) days of Licensee's execution of this Agreement whether Licensee has elected option (i) or (ii) above. Notwithstanding Licensee's initial election to pay royalties under subsection (i) above, Licensee may elect to pay royalties under subsection (ii) above at any time during the term of this License by written notice to the Licensing Administrator and payment of associated royalties. No credits or refunds for royalties paid pursuant to subsection (ii) shall be provided.

In no event, however, shall the royalty due in any Calendar Year for all licenses offered in Articles 2.2, 2.3, 2.4 and 2.5 of this Agreement exceed the amounts specified in Article 3.1.7 hereof.

**3.1.5 Internet Broadcast AVC Video.** During the initial term of this Agreement as specified in Article 6.1, there shall be no royalty payable for the sublicense granted pursuant to Section 2.5 hereof upon the Sale of Internet Broadcast AVC Video. For Sales of Internet Broadcast AVC

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

Video after December 31, 2010, the royalty payable for the Sale of Internet Broadcast AVC Video shall be no more than the economic equivalent of royalties payable during the same time for Free Television AVC Video. Royalties payable as of January 1, 2011 shall be announced by the Licensing Administrator no later than January 1, 2010.

**3.1.6 OEM Licensee.** Subject to the limitation of Article 3.1.9, the royalty in any Calendar Year for the sublicense granted pursuant to Article 2.6 hereof upon the Sale after December 31, 2004, of each OEM AVC Product(s) (each OEM AVC Product which is an encoder, decoder or codec shall be referred to in this Article as a "Unit") whether one or more Units are incorporated in a single product shall be as follows:

<u>Unit Sales in Any Calendar Year After December 31, 2004</u>	<u>Royalties Payable</u>
0 to 100,000 Units	\$ 0.00
100,001 to 5,000,000 Units	\$ 0.20 per Unit
Units in excess of 5,000,000	\$ 0.10 per Unit

In no event, however, shall the royalty for the sublicense granted in Article 2.6 hereof in any Calendar Year exceed the amounts specified below for the combined Sales of a Licensee and each of its Affiliates:

<u>Calendar Year</u>	<u>Royalties Payable by Enterprise per Year</u>
Sales in 2005 and 2006	\$ 3,500,000
Sales in 2007 and 2008	\$ 4,250,000
Sales in 2009 and 2010	\$ 5,000,000

Should Licensee give the Licensing Administrator written notice by February 28 of any Calendar Year that it elects to pay the amount specified above and pays such amount by March 31 of the same Calendar Year, then Licensee shall be relieved of the obligation of Article 3.11.1 with respect to royalty reports for the same Calendar Year in which the payment is made.

**3.1.6.1 Conditions to the Grant of an OEM License.** No sublicense shall be granted under Article 2.6 hereof unless Licensee notifies the Licensing Administrator in writing by November 30 of the Calendar Year preceding the Calendar Year in which Licensee desires to be granted an OEM License that Licensee has elected an OEM License ("Notice"). The Notice shall specify in detail reasonably

## AVC PATENT PORTFOLIO LICENSE (cont'd)

acceptable to the Licensing Administrator the identity of both the brand name of each OEM AVC Product and the Computer Operating System in which it is included which is covered by the OEM License. Royalties payable by an OEM Licensee shall be paid no later than March 31 of the Calendar Year to which such royalty is applicable.

- 3.1.7 Enterprise Licensees.** Pursuant to Article 2.7 and notwithstanding anything to the contrary in Article 2.9 hereof, and in lieu of the royalties specified in Articles 3.1.2, 3.1.3, 3.1.4 and 3.1.5, a Licensee and its Affiliates which are licensees under the AVC Patent Portfolio License and are identified in writing to the Licensing Administrator by Licensee shall pay no more than the following total amounts in each Calendar Year for all such licenses for the combined Sales of Licensee and its Affiliates during such year:

<u>Each Calendar Year</u>	<u>Royalties Payable for The Licenses Granted Under Articles 2.2, 2.3, 2.4 and 2.5</u>
2006 and 2007	\$3,500,000
2008 and 2009	\$4,250,000
2010	\$5,000,000

By way of example only, a Licensee which pays royalties in 2006 pursuant to this Article 3.1.7 for the sublicenses granted in Articles 2.2 and 2.3 shall pay \$3,500,000 for such sublicenses.

A Licensee also may elect the sublicense provided by this Section 3.1.7 by notifying the Licensing Administrator in writing by February 28 in any Calendar Year and shall pay to the Licensing Administrator the amount specified in this Article 3.1.7 by March 31 of the Calendar Year to which such royalty is applicable.

- 3.1.8 Alternative Royalty Computation.** With respect to the royalties payable under Articles 3.1.2, 3.1.3, 3.1.4 and 3.1.5 hereof, the Licensing Administrator, for the convenience of Licensee, may at the sole discretion of the Licensing Administrator agree to alternative royalty computations with Licensee which are the economic equivalent of those specified in such Articles.
- 3.1.9 Limitations on Sales at no Royalties.** Only one Affiliate within each Enterprise shall be subject to the \$0.00 royalty payable under Sections 3.1.1 and 3.1.6. The first Sale in any Calendar Year of all other Affiliates in an Enterprise which are licensees shall be deemed to



## AVC PATENT PORTFOLIO LICENSE (cont'd)

commence at the next "Royalty Payable" (\$0.20 in Sections 3.1.1 and 3.1.6).

- 3.2 Applicable Royalty Payments.** Subject to the terms of Articles 3.1.2, 3.1.3 and 3.1.4, the royalties set forth in this Article 3 are additive as to each AVC Royalty Product Sold to the extent that individual royalties specified in subsections 3.1.1 through 3.1.7 are applicable thereto including, without limitation, when multiple such AVC Royalty Product(s) are included in a single product which is Sold.
- 3.3 Notification by Enterprise Licensee of Affiliates.** If a Licensee elects to pay the single amount specified per Calendar Year in Article 3.1.7, Licensee shall notify the Licensing Administrator in writing of the identity of each current Affiliate which is to be included within the Enterprise License no later than February 28 of such Calendar Year. Should Licensee desire to add additional Affiliates within the Enterprise License after February 28 of the Calendar Year, it shall promptly notify the Licensing Administrator.
- 3.4 The Payment of Running Royalties Upon the Sale of AVC Codecs Sold in an Encrypted, Disabled, or Otherwise Unusable Form (for purposes of this Section 3.4, collectively "Encrypted Products").**
- 3.4.1** Royalties pursuant to this Article 3 are payable upon the Sale of Encrypted Products in which the AVC functionality of the Encrypted Product is encrypted, disabled or otherwise unusable only:
- 3.4.1.1** upon the distribution of a key or other instrumentality allowing the Encrypted Product to be used to decode and/or encode bit streams compliant with the AVC Standard; or
- 3.4.1.2** if the encryption, disablement or other method employed to prevent use of the Encrypted Product is generally breached; royalties for all such Encrypted Products Sold shall immediately become payable pursuant to Article 3; or
- 3.4.1.3** if Licensee fails to take reasonable steps to insure that the AVC functionality is encrypted, disabled or otherwise unusable, royalties for all such Encrypted Products Sold shall immediately become payable pursuant to Article 3.
- 3.5 Payment Schedule.**
- 3.5.1 Payment of Per Unit Royalties Pursuant to Article 3.1.1 and 3.1.2.** Per unit royalties payable pursuant to Articles 3.1.1, 3.1.2 and 3.1.6 of this Agreement that accrue after the latest signature date specified on the final page of this Agreement shall be payable by Licensee to the Licensing Administrator semiannually as measured from such signature date to the last business day of each six-month period thereafter for AVC Royalty Products Licensed pursuant to Article 2.1, 2.2 or 2.6 which are

## AVC PATENT PORTFOLIO LICENSE (cont'd)

Manufactured or Sold during the immediately preceding semiannual period ending on the last business day of the second month preceding the month when royalties are payable.

- 3.5.2 Royalties Payable Pursuant to Article 3.1.3.** Royalties payable pursuant to Article 3.1.3 shall be paid by February 28 and by August 31 in each Calendar Year. Royalties payable by August 31 shall reflect the number of Subscribers during the period January 1 through June 30 of the Calendar Year and royalties payable by February 28 shall reflect the number of new Subscribers added during the period July 1 through December 31 of the prior Calendar Year.
- 3.5.3 Royalties Payable Pursuant to Article 3.1.4.** Except as provided in Section 3.1 hereof, royalties payable pursuant to Article 3.1.4 shall be paid annually by March 31 of any Calendar Year to which such royalties apply.
- 3.5.4 Back Royalties.** Any royalties pursuant to the above schedule which accrued under the terms of this Agreement during the period from the time in which royalties are payable under this Agreement to the latest signature date of this Agreement shall be payable within one calendar month of such signature date together with accrued interest of ten percent (10%) per annum from the date of Sale of the AVC Royalty Product to which the royalty applies, and shall be accompanied by a royalty statement in accordance with Section 3.11 of this Agreement.
- 3.6 Payments Upon Termination or Expiration.** Within thirty (30) days after the effective date of termination or expiration of this Agreement, Licensee shall pay the Licensing Administrator any and all amounts that are due pursuant to this Agreement as of the effective date of such termination or expiration, together with applicable royalty statements for such payment in accordance with Section 3.11 of this Agreement.
- 3.7 Form of Payment.** Any payment made under the provisions of this Agreement shall be made in United States Dollars and by wire transfer to the account designated by the Licensing Administrator in writing to the Licensee or other means the Licensing Administrator shall, in its sole discretion, find acceptable.
- 3.8 Taxes.** In addition to the royalties set forth in Article 3 of this Agreement, Licensee shall pay or reimburse the Licensing Administrator for any and all taxes, such as sales, excise, value added, use taxes, and similar taxes of the Licensee, based on payments to be made hereunder in a jurisdiction(s) where such taxes are required. The royalties set forth in Article 3 of this Agreement shall be subject to withholding of any taxes of the Licensors required by applicable law, Licensors being the effective beneficial owner of all royalties.



## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 3.8.1** At the Licensee's request, the Licensing Administrator shall file any certificate in the name of the Licensors or such other document which may cause any tax that is so payable by the Licensee to be avoided or reduced.
- 3.8.2** The Licensee shall not be required to pay or reimburse the Licensing Administrator for taxes based upon the net worth, capital, net income, or franchise of the Licensing Administrator, nor for taxes imposed upon the Licensing Administrator solely by reason of the Licensing Administrator's doing business in or being incorporated in the jurisdiction imposing such taxes.
- 3.8.3** The Licensee shall reasonably cooperate with the Licensing Administrator in respect of mitigating any withholding taxes, including providing such information as may be required by the Licensing Administrator for purposes of obtaining refunds of any taxes withheld.
- 3.8.4** The Licensing Administrator shall reasonably cooperate and provide such information as may be required by the Licensee for any purpose or reason relating to taxation.
- 3.8.5** If the Licensee in good faith contests any tax that is so payable or reimbursable by the Licensee, the Licensing Administrator shall reasonably cooperate in such contest at the Licensee's expense.
- 3.8.6** The Licensing Administrator shall pass on to the Licensee any tax refunds received by the Licensing Administrator with respect to the Licensee's previous payment or reimbursement of applicable taxes hereunder, if any.
- 3.9** **Late Payments.** Any payment required hereunder that is received by the Licensing Administrator after the date it is due pursuant to the terms of Article 3 hereof (including unpaid portions of amounts due) shall bear interest, compounded monthly, at the lesser of ten percent (10%) per annum or the highest interest rate permitted to be charged by the Licensing Administrator under applicable law.
- 3.9.1** Any interest charged or paid in excess of the maximum rate permitted by applicable law shall be deemed the result of a mistake and interest paid in excess of the maximum rate shall be promptly credited or refunded (at Licensee's option) to Licensee.
- 3.10** **Dishonored Checks.** If the Licensing Administrator permits a payment due under this Agreement to be made by check and the check is dishonored, the payment may, at the Licensing Administrator's option, be deemed not to have been made.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

**3.11 Statements.** Royalty statements as specified in this Article 3.11 shall be provided in electronic form to the Licensing Administrator at least thirty (30) days before a royalty payment, if any, associated with such statement is due.

**3.11.1** For Royalties Paid Pursuant to Articles 3.1.1 or 3.1.6. Royalties paid pursuant to Article 3.1.1 shall be accompanied by a statement which shall show in reasonable detail both (a) the quantity and country of Manufacture of any and all AVC Products Sold by Licensee during such reporting period and (b) the quantity and country of Sale of any and all AVC Products Sold by Licensee during such reporting period, and shall provide a calculation of the royalties, if any, which are payable by virtue of such Manufacture and/or Sale of AVC Products during the period when the royalty payment, if any, accrued. A Sale for the purposes of this Article 3.11.1 shall be deemed to take place in the country in which title to the AVC Product passes from Licensee or, at the election of the Licensing Administrator, in the country in which the AVC Product is Transmitted. No such statement shall be required of a Licensee which pays in its first royalty payment with respect to any Calendar Year the maximum Enterprise Royalty payable under Articles 3.1.1 and 3.1.6 and no further statements shall be required of any Licensee after Licensee has made the maximum royalty payment in any Calendar Year as specified in Articles 3.1.1 and 3.1.6.

**3.11.2** For Royalties Paid Pursuant to Article 3.1.2. Royalties paid pursuant to Article 3.1.2 shall be accompanied by a statement which shall show in reasonable detail (a) the total remuneration received by Licensee during such reporting period and a calculation of the royalties, if any, which are due (if Licensee elects to pay 2% of the remuneration received as specified in Article 3.1.2) or (b) the number of Titles Sold during such reporting period and a calculation of the royalties, if any, which are due (if Licensee elects to pay \$0.02 per Title Sold as specified in Article 3.1.2). Such statement shall also show in reasonable detail both (a) the quantity and country of Manufacture of any and all Titles Sold by Licensee during such reporting period and (b) the quantity and country of Sale of any and all Titles Sold by Licensee during such reporting period. A Sale for purposes of this Article 3.11.2 shall be deemed to take place in the country in which legal title to the Title passes from Licensee, or, at the election of the Licensing Administrator, in the country in which the Title is Transmitted.

**3.11.3** For Royalties Paid Pursuant to Article 3.1.3. Royalties paid pursuant to Article 3.1.3 shall be accompanied by a statement which shall show in reasonable detail the number of Subscribers for AVC Video during such reporting period and the country of Sale and Manufacture of the AVC Video Sold to each Subscriber, and a calculation of the royalties, if any,

## AVC PATENT PORTFOLIO LICENSE (cont'd)

which are due. For the convenience of Licensee, the Licensing Administrator may, in its sole discretion, agree to other forms of reports. Such reports shall, if commercially reasonable, indicate the country of Sale and Manufacture as directed by MPEG LA.

- 3.11.4** For Royalties Paid Pursuant to Article 3.1.4. Royalties paid pursuant to Article 3.1.4(i) shall be accompanied by a statement showing in reasonable detail the number of Broadcast Markets to which Licensee has Transmitted AVC Video and the number of Households in such Broadcast Market. Royalties paid pursuant to Article 3.1.4(ii) shall be accompanied by a statement showing in reasonable detail the number and identification of each AVC Encoder for which a royalty is paid.
- 3.11.5** For Royalties Paid Pursuant to Article 3.1.7. Royalties paid pursuant to Article 3.1.7 shall be accompanied by a statement showing (a) whether Licensee is paying as an Enterprise Licensee for the license granted in Articles 2.2, 2.3, 2.4 and/or 2.5 and (b) identifying to which Affiliates, if any of Licensee, such royalty payment applies. No such statements shall be required of any Licensee after Licensee has made the maximum royalty payment in any Calendar Year as specified in Article 3.1.7.
- 3.11.6** All such statements required by Article 3.11 shall be certified by an employee of Licensee authorized to make such certification.
- 3.11.7** The Licensing Administrator shall maintain all information in such statements of Licensee as Confidential Information in accordance with Article 5 of this Agreement, except to the extent that the information is needed by the Licensing Administrator to report to the Licensors the aggregate royalties paid by all sublicensees of the Licensing Administrator. In no event shall the Licensing Administrator provide to any of the Licensors information on royalties paid on a licensee-by-licensee basis unless required by law, court order, or rule or regulation.
- 3.12 Audits.**
- 3.12.1 Books and Records.** All Licensees shall keep and maintain accurate and detailed books and records for the Licensing Administrator to ascertain the royalties payable hereunder. Books and records pertaining to a particular royalty reporting period shall be maintained for three (3) years from date on which a royalty is paid or becomes due in respect of such period.
- 3.12.2 Audit Rights.** The Licensing Administrator shall have the right to audit or have audited the books and records of Licensee relating to payments made or due hereunder for the sole purpose of verifying the amounts due and payable hereunder, not more than once per Calendar Year (unless any audit reveals a shortfall as provided in this section) upon reasonable

## **AVC PATENT PORTFOLIO LICENSE (cont'd)**

notice to the Licensee. All such audits shall be conducted during reasonable business hours of the Licensee.

**3.12.2.1** Any such audit shall be performed by an independent certified public accountant(s) or equivalent ("Auditor") selected by the Licensing Administrator and acceptable to Licensee, whose consent shall not be unreasonably withheld, in the country where the audit is to take place. Licensee shall fully cooperate with Auditor in conducting such audit and shall permit Auditor to inspect and copy such portions of the Licensee's books and records that the Auditor, in the Auditor's discretion, deems appropriate and necessary in accordance with the professional standards applicable to the Auditor in the country where the audit is to take place ("Necessary Records"). It shall be a material breach of this Agreement for Licensee to fail to provide to Auditor such Necessary Records.

**3.12.2.2** The Licensing Administrator shall have the Auditor (and each member or employee thereof participating in the audit) agree not to disclose any information learned by the Auditor in the audit to any Licensor, nor use any such information, except for providing the Licensing Administrator with a statement of payments due by Licensee in sufficient detail consistent with Article 3.11 hereof.

**3.12.2.3** The cost of an audit in accordance with Article 3.12.2 of this Agreement shall be at the expense of the Licensing Administrator; provided, however, the Licensee shall pay the cost of the audit if the audit reveals any underpayment which in the aggregate is greater than five percent (5%) of the amount actually due for the period being audited. Any payments due by the Licensee under Article 3.12 shall be due within thirty (30) days of notice from the Licensing Administrator.

**3.12.2.4** Within thirty (30) days after receiving notice from the Licensing Administrator of any shortfalls uncovered, Licensee shall pay (i) any shortfalls plus interest as set forth in Section 3.9 herein, as measured from the date when such shortfall should have been paid; and (ii) the cost of the audit if required under Article 3.12.2.3 hereof.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

### 4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Licensing Administrator represents and warrants that it has the authority, power and right to grant the rights and sublicenses to Licensee under this Agreement.
- 4.2 The Licensing Administrator makes no representation or warranty that the AVC Patent Portfolio Patent(s) sublicensed hereunder includes all AVC Essential Patent(s) throughout the world, or that the making, using or selling of products, or providing services covered by the claims of the AVC Patent Portfolio Patent(s) licensed hereunder will not infringe, directly, contributorily, by inducement or otherwise, any patent or other intellectual property right of a party other than the Licensors.
- 4.3 Licensee represents and warrants that (a) it is entering into this Agreement for its own convenience in acquiring patent rights necessary for compliance with the AVC Standard from multiple Licensors in a single transaction rather than electing its option to negotiate separate license agreements with individual Licensors; (b) Licensee is fully aware that the Patents in the AVC Patent Portfolio may not include all present and future AVC Essential Patent(s), and that this Agreement may not provide Licensee with all the patent or other rights needed to perform the activities contemplated by Licensee in entering into this Agreement; and (c) Licensee understands that the terms of this Agreement require the payment of the same specified royalty regardless of whether one or more patents are infringed. The Licensing Administrator and Licensee recognize that Licensee has the right to separately negotiate a license with any or all of the Licensors under any and all of the AVC Patent Portfolio Patents under terms and conditions to be independently negotiated by each Licensors, and that this Agreement has been entered into freely and at the option of Licensee.
- 4.4 Licensee represents and warrants that it has not granted an exclusive license under an AVC Essential Patent owned by Licensee and has not assigned an AVC Essential Patent in anticipation of entering into this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensors reserve the right to grant to the Licensing Administrator an exclusive license under any AVC Patent Portfolio Patent with respect to any particular party.
- 4.5 Each party represents and warrants that it will comply with all applicable laws, regulations or ordinances pertaining to its performance hereunder.
- 4.6 Each party represents and warrants that this Agreement and the transactions contemplated hereby do not violate any agreements to which it is subject as a party or otherwise.
- 4.7 Except as specifically provided for herein, each party further represents and warrants that in executing this Agreement it does not rely on any promises, inducements, or representations made by any party or third party with respect to

## **AVC PATENT PORTFOLIO LICENSE (cont'd)**

this Agreement or any other business dealings with any party or third party, now or in the future.

- 4.8** Each party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any such voluntary petition, and does not presently have reason to believe that such an involuntary petition will be filed against it.
- 4.9** Licensee and the Licensing Administrator recognize that the royalties payable hereunder shall neither increase nor decrease because of an increase or decrease in the number of Patents licensed hereunder or because of an increase or decrease in the prices of Licensed Products.
- 4.10** Other than the express warranties of this Article, there are NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **5. CONFIDENTIAL INFORMATION**

- 5.1** For a period of five (5) years as measured from the date of first disclosure pursuant to this Agreement, the Licensing Administrator agrees to use reasonable care and discretion, commensurate with that degree of care it uses to protect similar information of its own, to avoid disclosure, publication, or dissemination of received Confidential Information, outside of those employees, officers, attorneys, Auditors or consultants of the Licensing Administrator who have a need to know Confidential Information.
- 5.2** Disclosure by the Licensing Administrator of Confidential Information under Section 5.1 of this Agreement shall be permitted in the following circumstances; provided that the Licensing Administrator shall have first given reasonable notice to Licensee that such disclosure is to be made:
  - 5.2.1** In response to an order of a court, legal process or other governmental body;
  - 5.2.2** As otherwise required by law;
  - 5.2.3** As necessary to establish rights under this Agreement; or
  - 5.2.4** If necessary in a proceeding before a governmental tax authority.
- 5.3** Notwithstanding any other provisions of this Agreement, the obligations specified in Section 5.1 of this Agreement will not apply to any information that:
  - 5.3.1** Is or becomes publicly available without breach of this Agreement; or
  - 5.3.2** Is released for disclosure by written consent of the Licensee.



## AVC PATENT PORTFOLIO LICENSE (cont'd)

### 6. TERM AND TERMINATION

- 6.1 Term and Certain Royalty Rates on Renewal.** This Agreement shall expire on December 31, 2010. Upon expiration, this Agreement shall be automatically renewed for successive five (5) year periods for the life of any AVC Patent Portfolio Patent (unless terminated pursuant to Section 6.4) upon notice of renewal to Licensee by the Licensing Administrator. Renewal may be conditioned upon compliance with any reasonable amendments or changes to the terms and conditions of this Agreement as set forth in such notice. Such reasonable change or amendment may take into account prevailing market conditions, changes in technological environment, and available commercial products at the time of each five (5) year renewal. In no event shall the royalty rates applicable to each specific Licensed Product increase upon each renewal of this Agreement by more than ten percent (10%) of the royalty rates applicable to such specific Licensed Product and specific license grant as set forth in the sublicense immediately prior to renewal. Licensee understands that provisions regarding the payment of royalties for the licenses granted pursuant to Article 2.5 hereof shall be added to this Agreement upon renewal and shall be effective as of January 1, 2011 and that the above shall not apply.
- 6.2 Termination for Material Breach.** The Licensing Administrator shall have the right to terminate this Agreement upon breach of a material provision thereof by the Licensee. Subject to Article 6.5.5, such termination for material breach shall become effective upon the Licensing Administrator sending written notice to the Licensee specifying the breach, and the failure of the Licensee to demonstrate, to the satisfaction of the Licensing Administrator, that Licensee has cured such breach within thirty (30) days of the sending of such notice. A material breach as that term is used herein shall include, but is not limited to:
- 6.2.1** Failure of the Licensee to make payments and provide statements in accordance with this Agreement; or
  - 6.2.2** Failure of the Licensee to maintain or provide to an Auditor adequate books and records or to permit an audit in accordance with Article 3 of this Agreement; or
  - 6.2.3** Failure of the Licensee to grant licenses to AVC Essential Patent(s) licensable or sublicensable by Licensee in accordance with Article 8 of this Agreement; or
  - 6.2.4** Failure of the Licensee to provide notice to customers as provided in Article 7 of this Agreement.
- 6.3 Partial Termination in the Event of Litigation Brought by Licensee.** The Licensing Administrator, upon the instruction of a Licensor, shall terminate Licensee's sublicense under any AVC Patent Portfolio Patent(s) licensed or sublicensed to the Licensing Administrator by such Licensor in the event that the

## AVC PATENT PORTFOLIO LICENSE (cont'd)

Licensee has brought a lawsuit or other proceeding for infringement of an AVC Related Patent(s) and/or an AVC Essential Patent(s) against such Licensor, and Licensee has refused to grant the Licensor a license on fair and reasonable terms and conditions under the AVC Related Patent(s) and/or AVC Essential Patent(s) upon which the lawsuit or other proceeding is based. For purposes of this Section 6.3 only, the Licensor's per patent share of royalties payable pursuant to Article 3 of this Agreement shall be presumed to be a fair and reasonable royalty rate for Licensee's Patent(s) considering the essential nature of Licensor's Patent(s) licensed hereunder.

- 6.4 Voluntary Termination.** Licensee may terminate this Agreement by providing thirty (30) days written notice to the Licensing Administrator.
- 6.5 Other Terminations.** This Agreement may be terminated by the Licensing Administrator upon the occurrence of the following events:
- 6.5.1** If Licensee files a petition in bankruptcy or the equivalent thereof, or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days after the filing date thereof, or is or becomes insolvent, or admits of a general inability to pay its debts as they become due.
- 6.5.2** Upon the *de facto* or *de jure* nationalization or expropriation of Licensee by governmental or military action, whether or not with valid authority.
- 6.5.3** Upon any failure by Licensee to provide, within thirty (30) days after written notice from the Licensing Administrator, satisfactory and adequate assurances that Licensee is able and willing to fully and effectively perform its obligations under this Agreement.
- 6.5.4** Upon Licensee's failure on more than two occasions during the term of this Agreement to pay royalties and provide statements as required by this Agreement.
- 6.5.5** In the event that any of the events listed in Article 6.5.1, 6.5.2, 6.5.3 or 6.5.4 hereof occur, this Agreement may be terminated by the Licensing Administrator upon thirty (30) days written notice to Licensee, without right to cure.
- 6.6 Survival.** The following provisions of this Agreement shall survive expiration or termination of this Agreement:
- 6.6.1** The obligation of Licensee to pay all royalties accrued as of the effective date of expiration or termination pursuant to Article 3 hereof;
- 6.6.2** The obligation of Licensee to provide statements under Section 3.11 of this Agreement;



## **AVC PATENT PORTFOLIO LICENSE (cont'd)**

**6.6.3** The obligation of the Licensing Administrator to maintain confidentiality under Article 5 of this Agreement; and

**6.6.4** The obligations of Licensee pursuant to Sections 8.3 and 8.4.

## **7. NOTICE TO CUSTOMERS**

**7.1 Notice Required for the License Granted under Articles 2.1 and 2.6.** As a condition to the licenses granted pursuant to Articles 2.1 and 2.6 hereof, Licensee agrees to provide to any party that receives from Licensee an AVC Royalty Product the following notice: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com)

**7.2 Notice Required for the License Granted under Article 2.6 and for Sales to Codec Licensee Customer(s).** As a condition of the license granted under Article 2.6 and the license granted to a Codec Licensee to make Sales to Codec Licensee Customer(s), Licensee agrees to provide any party that receives an AVC Product from Licensee exercising such license rights the following notice: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE. SUCH LICENSE EXTENDS TO THIS PRODUCT ONLY AND ONLY TO THE EXTENT OF OTHER NOTICES WHICH MAY BE INCLUDED HEREIN. THE LICENSE DOES NOT EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS LICENSED PRODUCT IN A SINGLE ARTICLE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com)

**7.3** Licensing Administrator and Licensee agree that the obligations of Article 7 are a material part of this Agreement and are subject to the terms set forth in Section 6.2 of this Agreement, and that products sold in violation of Article 7 shall not be licensed under the terms of this Agreement.

**7.4** In the event a Licensee fails to comply with the notice requirements of Section 7.1, the Licensing Administrator and/or Licensors may assert against Licensee rights for indemnification for damages caused thereby.

## **8. MISCELLANEOUS PROVISIONS**

**8.1 Assignment.**

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

**8.1.1** In the event that the right of the Licensing Administrator to grant AVC Patent Portfolio Licenses is transferred to a successor Licensing Administrator, this Agreement shall be deemed assigned to the successor Licensing Administrator.

**8.1.2** This Agreement may not be assigned by the Licensee under any circumstances. This Agreement shall terminate upon the Sale by Licensee of all or substantially all of its assets, or capital shares (or similar indicia of ownership), or upon a similar transaction.

**8.2 Notice.**

**8.2.1** All notices required or permitted under this Agreement to Licensee or the Licensing Administrator shall be sent by either Certified Mail with return receipt requested, overnight delivery by commercial or other service which can verify delivery, fax to the number indicated herein, or by e-mail to the address indicated herein. Such notice so sent shall be effective as of the date it is sent. Notwithstanding anything to the contrary herein, amendments to Attachment 1 hereto, if any, shall be effective upon the posting of the new Attachment 1 on the website of the Licensing Administrator and such posting shall constitute notice pursuant to this Section.

**8.2.2** All notices from the Licensing Administrator to Licensee shall be sent to:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

CC:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## AVC PATENT PORTFOLIO LICENSE (cont'd)

**8.2.3** All notices from the Licensee to the Licensing Administrator or its successor shall be sent to:

Contract Administrator  
MPEG LA, L.L.C.  
6312 S. Fiddler's Green Circle, Suite 400E  
Greenwood Village, CO 80111 USA  
Tel: 303-331-1880  
Fax: 303-331-1879  
E-mail: [contractadministrator@mpegla.com](mailto:contractadministrator@mpegla.com)  
Website: [www.mpegla.com](http://www.mpegla.com)

**8.3 Licensee Grant.** Upon full execution of this Agreement, Licensee agrees to grant a worldwide, nonexclusive license and/or sublicense (commensurate to the scope of the licenses which Licensee has selected hereunder) under any and all AVC Essential Patent(s) that Licensee and its Affiliates, if any, have the right to license and/or sublicense, to any Licensor or any sublicensee of the Licensing Administrator desiring such a license and/or sublicense on fair and reasonable terms and conditions. For purposes of this Section 8.3 only, the Licensors' per patent share of royalties which are payable pursuant to Article 3 of this Agreement shall be presumed to be a fair and reasonable royalty rate for the aforementioned license and/or sublicense to be granted by the Licensee.

**8.4 Licensee's Option.** In lieu of Section 8.3, Licensee shall have the option to hereby grant a worldwide, nonexclusive, nontransferable, except to a successor Licensing Administrator, license and/or sublicense under any and all of its AVC Essential Patent(s) to the Licensing Administrator with the right by the Licensing Administrator to grant AVC Patent Portfolio Licenses that include the AVC Essential Patent(s) that Licensee and its Affiliates, if any, have the right to license or sublicense. Licensee shall identify to the Licensors any and all of its Patents which Licensee believes in good faith to be an AVC Essential Patent(s). Licensors shall determine whether each of the patent(s) identified by Licensee is an AVC Essential Patent(s) according to an established procedure applicable to all new Patents identified to the Licensors. The terms and conditions of the license and/or sublicense granted by the Licensee to the Licensing Administrator under this Section 8.4 shall be identical to the terms and conditions of the license and/or sublicense granted by each Licensor to the Licensing Administrator. If Licensee elects the option set forth in this Section 8.4, it shall enter into an agreement referred to as the "Agreement Among Licensors," and other associated agreements which have been entered into by all Licensors.

### **8.5 Licensee Covenants.**

**8.5.1** Licensee hereby covenants to promptly notify the Licensing Administrator in the event that any allowed patent application(s)

## AVC PATENT PORTFOLIO LICENSE (cont'd)

published for opposition, which is licensed or sublicensed to the Licensing Administrator pursuant to Section 8.4 of this Agreement as an AVC Essential Patent(s), does not issue as an AVC Essential Patent(s).

- 8.5.2** Licensee shall promptly identify to the Licensing Administrator each patent(s), except for AVC Patent Portfolio Patents of the Licensors, licensable or sublicensable by Licensee, which Licensee believes in good faith to be an AVC Essential Patent(s) within thirty (30) days of execution of this Agreement.
- 8.5.3** In the event that Licensee or any of its Affiliates has granted an exclusive license to a third party under an AVC Essential Patent(s) prior to the date of Licensee's execution of this Agreement, Licensee shall advise the Licensing Administrator of such an exclusive license and identify to the Licensing Administrator such third party.

### **8.6 Licensing Administrator Covenants.**

- 8.6.1** The Licensing Administrator covenants that if during the term of this Agreement it acquires rights to grant sublicenses under additional AVC Essential Patent(s), the AVC Patent Portfolio License herein will be supplemented to include such additional AVC Essential Patent(s).
- 8.6.2** The Licensing Administrator covenants that, with the exception of partial termination under Section 6.3 of this Agreement, any deletion from the AVC Patent Portfolio shall occur only upon a determination by the Licensors, or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed, that the deleted Patent(s) is invalid or unenforceable in the country which issued or published the Patent(s), and that any addition to the AVC Patent Portfolio shall occur only upon the determination by the Licensors that the additional Patent(s) is an AVC Essential Patent(s) in the country which issued or published the Patent(s).
- 8.6.3** The Licensing Administrator further covenants that if any Patent(s) in the AVC Patent Portfolio sublicensed by the Licensing Administrator to Licensee pursuant to the terms hereof is found not to be an AVC Essential Patent(s) in the country which issued or published the Patent(s), either by the Licensors or upon a final adjudication of a tribunal of competent jurisdiction from which no appeal is taken or allowed, and such Patent(s) which is licensed to Licensee is to be deleted from the AVC Patent Portfolio, the Licensing Administrator shall give notice to Licensee of such deletion, and Licensee shall have the option to retain its sublicense under the deleted Patent(s) for the remainder of the term of this Agreement, including any renewal pursuant to Section 6.1 hereunder.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 8.6.4** The Licensing Administrator covenants that it shall not delete from or add to the AVC Patent Portfolio for reasons other than stated in Paragraphs 8.6.1, 8.6.2, 8.6.3 and Section 6.3 herein.
- 8.6.5** The Licensing Administrator covenants that the royalties for specific Licensed Products as set forth in Article 3 of this Agreement shall not increase during the term of this Agreement.
- 8.7 Most Favorable Royalty Rates.** Except as provided in Article 8.7.1 of this Agreement, in the event that the Licensing Administrator grants an AVC Patent Portfolio License to another party with royalty rates more favorable than those set forth in Article 3 of this Agreement as they pertain to the specific products which are licensed hereunder, whether or not such more favorable royalty rates are on terms and/or conditions that are different than those set forth herein, the Licensing Administrator shall send written notice to Licensee specifying the more favorable royalty rates and any terms and/or conditions that are different than those set forth herein within thirty (30) days of the granting of the AVC Patent Portfolio License providing for such more favorable royalty rates. Licensee shall be entitled to an amendment of this Agreement to the extent of providing for royalty rates as favorable as that available to such other party within thirty (30) days of sending written notice to the Licensing Administrator requesting such amendment; provided, however, that this Agreement shall also be amended to include any additional terms provided in connection with the more favorable royalty rate as specified by the Licensing Administrator. Any amendment made pursuant to this Section 8.7 shall be effective as of the date it is made, and such more favorable royalty rates shall not be retroactively applicable in favor of the Licensee, and shall not be a basis for claiming any refund of royalties paid or accrued prior to such effective date.
- 8.7.1** Section 8.7 shall not apply to:
- 8.7.1.1** Settlement of litigation;
  - 8.7.1.2** Determination by the Licensing Administrator of back royalties owed by a licensee, including any determination made by the Licensing Administrator pursuant to Section 3.5.4;
  - 8.7.1.3** Compromise or settlement of royalty payments owed by a licensee in financial distress;
  - 8.7.1.4** Individual licenses or sublicenses granted by a Licensor to a third party;
  - 8.7.1.5** An order of a court or an administrative body; and
  - 8.7.1.6** An unauthorized act of the Licensing Administrator.

## AVC PATENT PORTFOLIO LICENSE (cont'd)

- 8.7.2 Notwithstanding anything to the contrary herein, the Licensing Administrator's obligations under this Article 8 with respect to any agreement reached under Article 3.1.8 shall be limited to providing to Licensee such alternative royalty computation reached with any other licensee at the request of the Licensee.
- 8.8 **Freedom of Independent Development.** Nothing in this Agreement shall be construed as prohibiting or restricting Licensors or Licensee from independently developing, purchasing, Selling, licensing or otherwise dealing in any product or service regardless of whether such product or service is competitive with the products or services licensed hereunder.
- 8.9 **Relationship.** Nothing in this Agreement shall be construed to create a principal-agent relationship, partnership or joint venture between the parties, or give rise to any fiduciary duty from one party to the other party.
- 8.10 **Severability.** If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of the Agreement will remain in full force and effect to the extent that the interests of the parties in entering into this Agreement can be realized.
- 8.11 **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either party to take action upon the breach of any provision of this Agreement shall not be construed as acquiescence or waiver of any such breach.
- 8.12 **Article and Section Headings.** The Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- 8.13 **Representation of Counsel; Mutual Negotiation.** Each party has had the opportunity to be represented by counsel of its choice in entering into this Agreement. This Agreement shall therefore be deemed to have been negotiated at arm's length, with the advice and participation of counsel, and prepared at the joint request, direction, and instruction of the parties, and shall be interpreted in accordance with its terms without favor to any party.
- 8.14 **English Language.** The parties have agreed that this Agreement and all documents relating thereto be written in English.
- 8.15 **Bankruptcy.**
- 8.15.1 In the event that the Licensing Administrator should file a petition under the federal bankruptcy laws, or that an involuntary petition shall be filed against the Licensing Administrator, the parties intend that Licensee shall be protected in the continued enjoyment of its rights as licensee under the AVC Patent Portfolio Patents sublicensed hereunder to the maximum



## AVC PATENT PORTFOLIO LICENSE (cont'd)

feasible extent including, without limitation, if it so elects, the protection conferred upon licensees under 11 U.S.C. section 365(n). The Licensing Administrator agrees that it will give Licensee notice of the filing of any voluntary or involuntary petition under the federal bankruptcy laws.

- 8.15.2** The AVC Patent Portfolio Patents sublicensed hereunder shall be deemed to be “intellectual property” as the term is defined in 11 U.S.C. section 101(35A). All written agreements entered into in connection with the parties’ performances hereunder from time to time shall be considered agreements “supplementary” to this Agreement for purposes of 11 U.S.C. section 365(n).
- 8.16 Choice of Law.** The validity, construction and performance of this Agreement shall be governed by the substantive law of the State of New York, United States of America, without regard to the conflict of law rules.
- 8.17 Third Party Beneficiaries.** Except as provided in this Section 8.17, nothing in this Agreement shall be construed to give rise to any obligation on either party hereto for the benefit of a third party other than the Licensors or to confer any rights on any third party other than the Licensors. Notwithstanding anything to the contrary herein, any licensee under an AVC Patent Portfolio License which is in full compliance with its obligations under such License shall be deemed a third party beneficiary of the obligations under Article 8.3 of any other licensee.
- 8.18 Entire Agreement.**
- 8.18.1** The provisions of this Agreement, including its attachments and any amendments, constitute the entire Agreement between the parties, and supersede any and all prior communications and understandings, oral or written, between the parties or Licensors relating to the subject matter hereof.
- 8.18.2** Except for supplementation of or deletion from the AVC Patent Portfolio by the Licensing Administrator, no amendment of this Agreement shall be effective unless such amendment is in writing and specifically references this Agreement, and is signed by all parties hereto. The Licensing Administrator shall promptly notify Licensee of any supplementation of or deletion from the AVC Patent Portfolio.
- 8.19 Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**AVC PATENT PORTFOLIO LICENSE (cont'd)**

(Licensee)

Date: \_\_\_\_\_

By: \_\_\_\_\_

MPEG LA, L.L.C.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lawrence A. Horn  
President and CEO