MICROSOFT PLAYREADY FINAL PRODUCT LICENSE

RECIPIENT

This Microsoft PlayReady Final Product License (the “Final Product License”) is effective as of <<EffDate>> (the “Final Product License Effective Date”) by and between Microsoft Corporation, a Washington corporation, on behalf of itself and its Affiliates (“Microsoft”) and <<COMPANY Name>>, a corporation organized under the laws of <<Incorp>>, on behalf of itself and its Affiliates (“Company”). The terms and conditions of the PlayReady Master Agreement Number <<PlayReadyMasterAgmtNumb>> (“Master Agreement”), including but not limited to the definitions, are hereby incorporated into this Final Product License and apply to the Microsoft technology licensed hereunder, and such Master Agreement, together with this Final Product License and any other PlayReady License(s) entered into between the parties, constitute the entire agreement (“Agreement”) between the parties. In the event of a conflict between the terms and conditions in this Final Product License and the Master Agreement, the terms in this Final Product License shall apply.

1. DEFINITIONS

1.1 “Activated” means the point in time when a PlayReady Software Application first receives or transmits a piece of PlayReady Content.

1.2 “Authorized Contractors” means third party installers, testers and/or contract manufacturers (other than independent contractors covered by Section 4.1 of the Master Agreement), who are not themselves Microsoft PlayReady Device Licensees.

1.3 “Devices” means hardware products with limited functionality such as cellular phones, tablets, personal digital assistants, video game consoles, digital cameras and camcorders, set top boxes, routers and other networking devices, televisions, portable digital music players, and other consumer electronic devices such as audio receivers and DVD players. The term “Devices” does not include general purpose personal computers, computer servers, or other hardware products upon which PC Software may be run.

1.4 “Disabled Version” means a PlayReady Final Product that conforms to the applicable Robustness Rules and Compliance Rules but does not include a Certificate. Notwithstanding the foregoing, PlayReady Final Products incorporating PlayReady for Network Devices Transmitter shall not be considered Disabled Versions.

1.5 “Microsoft PlayReady Device Licensee” means any entity that is licensed under a Microsoft PlayReady Intermediate Product License, a Microsoft PlayReady Final Product License, or a like agreement with Microsoft or an Affiliate of Microsoft.

1.6 “PC Software” means software for a general purpose personal computer (including laptop, tablet, desktop, or netbook form factors) or computer server, which general purpose personal computer or computer server both (i) is designed and marketed for operating a wide variety of productivity, entertainment, and/or other software applications from unrelated third party software vendors; and (ii) runs a general purpose consumer operating system (e.g., Microsoft Windows, Apple OS X, desktop Linux, etc.) or computer server operating system (e.g., Windows Server, Solaris, etc.).

1.7 “PlayReady Certificate” means a Certificate provided by Microsoft for the purpose of enabling PlayReady Final Products to access PlayReady functionality.

1.8 “PlayReady Enabled Service” means a PlayReady Final Product that incorporates a Server Application.

1.9 “PlayReady Software Application” means a PlayReady Final Product that operates on a Device and that has been downloaded from a publicly available online application store (e.g., Android Play, iTunes Store, Windows Store, etc.). For the avoidance of doubt, a firmware update to a Device is not a PlayReady Software Application.

1.10 “Quarter” means the period commencing on January 1st of any given year and ending three (3) months thereafter and each subsequent three (3) month period.

1.11 “Server Application” means a PlayReady Intermediate Product that (a) runs on Windows Server 2008 and/or future versions of Windows Server as designated by Microsoft; and (b) uses other Licensed Technology to encrypt PlayReady Content, set PlayReady Policy, and issue licenses containing, without limitation, PlayReady Policy and encrypted key(s) used to decrypt associated PlayReady Content.

2. LICENSE GRANTS

2.1 License Scope. The licenses granted in Sections 2.2 and 2.3 extend only to Developed Technology in Final Products that are Devices or software specifically designed to operate on Devices. The licenses granted in Sections 2.2 and 2.3 do not authorize the use or distribution of Developed Technology in Final Products that are PC Software.

2.2 Distribution Copyright and Trade Secret License. Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, nonassignable-, royalty-bearing, world-wide license under Microsoft’s copyrights and trade secret rights in the Licensed Technology to:

CONFIDENTIAL<<VerFT>>
(a) reproduce, install and test Developed Technology in object code form on or into Final Product(s);
(b) use any sample code provided with the Licensed Technology as a reference solely for the purpose of enabling the Licensed Technology to operate on Final Products;
(c) distribute PlayReady Intermediate Products in object code form to Authorized Contractor(s) to reproduce, install and test Developed Technology on or into Company’s Final Product(s), subject to the requirements in Section 3.9 below;
(d) distribute PlayReady Intermediate Products (other than those provided by Microsoft) in object code form to Microsoft PlayReady Device Licensees to reproduce, install and test Developed Technology on or into Company’s Final Product(s), subject to the requirements in Section 3.10 below;
(e) obtain PlayReady Intermediate Products in object code form and reproduce, install and test Developed Technology on, into or with Final Products and otherwise use Developed Technology in the development of Final Products;
(f) distribute PlayReady Final Products to end users, directly or through Channel Entities, provided that such PlayReady Final Products conform to the Compliance Rules and Robustness Rules;
(g) distribute to end users, directly or through Channel Entities, replacements or updates to copies of Developed Technology in object code form integrated into previously distributed PlayReady Final Product(s), provided that (i) such Developed Technology is capable of executing only on the specific PlayReady Final Product(s) that it is designed to replace or update; (ii) such Developed Technology, when distributed, conforms to the Robustness Rules; and (iii) the PlayReady Final Product(s), as replaced or updated, conforms to the Compliance Rules and Robustness Rules; and
(h) distribute to end users, directly or through Channel Entities, Developed Technology in object code form as part of an update for a previously purchased Final Product(s), provided that (i) such Developed Technology is capable of executing only on the specific Final Product(s) that it is designed to update; (ii) such Developed Technology, when distributed, conforms to the Robustness Rules; and (iii) the Final Product(s), including such Developed Technology, conforms to all of the terms and conditions of this Final Product License and conforms to the Compliance Rules and Robustness Rules as if Company had distributed the original Final Product(s) with the Developed Technology.

2.3 Limited Patent License. Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, royalty-bearing, world-wide license under its Necessary Claims to:
(a) use, make and have made (subject to the requirements in Section 3.9 below) Developed Technology in object code form in Final Products;
(b) sell, offer for sale, import or otherwise distribute PlayReady Final Products to end users, directly or through Channel Entities, provided that such PlayReady Final Products conform to the Compliance Rules and Robustness Rules;
(c) sell, offer for sale, import or otherwise distribute to end users, directly or through Channel Entities, replacements or updates to copies of Developed Technology in object code form integrated into previously distributed PlayReady Final Product(s), provided that (i) such Developed Technology is capable of executing only on the specific PlayReady Final Product(s) that it is designed to replace or update; (ii) such Developed Technology, when distributed, conforms to the Robustness Rules; and (iii) the PlayReady Final Product(s), as replaced or updated, conforms to the Compliance Rules and Robustness Rules; and
(d) sell, offer for sale, import or otherwise distribute to end users, directly or through Channel Entities, Developed Technology in object code form as part of an update for a previously purchased Final Product(s), provided that (i) such Developed Technology is capable of executing only on the specific Final Product(s) that it is designed to update; (ii) such Developed Technology, when distributed, conforms to the Robustness Rules; and (iii) the Final Product(s), including such Developed Technology, conforms to all of the terms and conditions of this Final Product License and conforms to the Compliance Rules and Robustness Rules as if Company had distributed the original Final Product(s) with the Developed Technology.

Microsoft agrees that any transfer or assignment of a patent or patent application having Microsoft’s or its Affiliates’ Necessary Claims to a third party shall be subject to this Final Product License and shall not affect the license described above. Any purported assignment or transfer in derogation of the foregoing shall be null and void.

2.4 Third Party Brands. Company may distribute Developed Technology in PlayReady Final Products bearing solely the trademarks or brand names of any third party under this Final Product License provided that Company first executes a third party brand schedule in the form substantially similar to Exhibit E. PlayReady Final Products that are co-branded such that they bear both a Company-owned trademark or brand name and a third party’s trademark or brand name do not need to be listed on a third party brand schedule.

3. Company Obligations.

3.1 Disabled Versions. Company shall not install Certificates in Disabled Versions and shall take reasonable steps to prevent Certificates from being installed in Disabled Versions after distribution. If the method used to prevent Certificates from being installed in Disabled Versions is breached or otherwise becomes compromised, Company shall be subject to the royalty payment obligations in Section 5.1(c) below for all distributed units of Disabled Versions using such method.

3.2 Compliance Rules and Robustness Rules. All PlayReady Final Products distributed under this Final Product License (including Disabled Versions) must conform to the Compliance Rules and Robustness Rules, subject to Section 4.2 below.

3.3 Reverse Engineering.
(a) Company shall not reverse engineer, decompile, disassemble, or otherwise access the source code for any Developed Technology except (i) as permitted by applicable law which cannot be waived by this subsection, or (ii) as authorized by Microsoft or a Microsoft Affiliate in a separate agreement.
(b) Company shall use commercially reasonable efforts to design PlayReady Final Products to prevent third parties from reverse engineering, decompiling or disassembling Developed Technology and to prevent end users from discovering any of the source code of the Developed Technology. The foregoing obligation is in addition to, and does not limit Company’s obligations under, the Robustness Rules.

3.4 Use by Other Products. Providing access to the Licensed Technology functionality in a Final Product via an API, interface, or other similar mechanism created by Company, is prohibited except as otherwise expressly permitted in the Compliance Rules.

3.5 Final Product Labeling. Company shall place the following statement in a prominent position in at least one of the following places: (i) on the physical housing of the PlayReady Final Product; (ii) in the header files of the code; and/or (iii) in the accompanying documentation: “This product contains technology subject to certain intellectual property rights of Microsoft. Use or distribution of this technology outside of this product is prohibited without the appropriate license(s) from Microsoft.”

3.6 End User Notices. Company shall place the following statement in its end-user license agreements or user documentation for PlayReady Final Products:

Content owners use Microsoft PlayReady™ content access technology to protect their intellectual property, including copyrighted content. This device uses PlayReady technology to access PlayReady-protected content and/or WMDRM-protected content. If the device fails to properly enforce restrictions on content usage, content owners may require Microsoft to revoke the device’s ability to consume PlayReady-protected content. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade.

3.7 Album Art. Company shall not provide support for the “Purchase Album” object over the Media Transfer Protocol unless and until Company executes an Album Art Addendum to this Final Product License.

3.8 Device Assets and Manufacturing Secrets Provisions; Revocation. Company shall comply with the provisions of Exhibit C relating to Device Assets. Microsoft may Revoke Device Assets as provided in Exhibit C.

3.9 Authorized Contractors. If Company engages Authorized Contractors to reproduce, install, and/or test Developed Technology incorporated into Intermediate Products on or into Company’s PlayReady Final Products, Company shall:

(a) Upon Microsoft’s request, provide written notice to Microsoft of the identity of each Authorized Contractor;

(b) Engage such Authorized Contractor under a written agreement that obligates the Authorized Contractor to the same (or greater) obligations relative to the Developed Technology as Company agrees to under the Agreement;

(c) Use commercially reasonable efforts to correct any breach of the Agreement caused by an Authorized Contractor immediately upon discovery of such breach. Such efforts shall include, without limitation, Company’s providing written notice to such Authorized Contractor to suspend its activity for Company related to the Developed Technology; and

(d) Agree to be liable for any acts or omissions by the Authorized Contractor which if performed or not performed by Company would be a breach of the Agreement.

3.10 Microsoft PlayReady Device Licensees.

(a) Prior to any distribution of Developed Technology incorporated into Intermediate Products on or into Company’s PlayReady Final Products to other Microsoft PlayReady Device Licensees (“Potential Authorized Licensee”), Company shall check the list of Microsoft PlayReady Device Licensees made available by Microsoft (“Licensee List”). As of the Final Product License Effective Date, the Licensee List is accessible at http://go.microsoft.com/fwlink/?LinkId=142595. If the Potential Authorized Licensee is listed as a Microsoft PlayReady Device Licensee, Company may distribute such Developed Technology incorporated into Intermediate Products on or into Company’s PlayReady Final Products to such Potential Authorized Licensees. If the Potential Authorized Licensee is not listed, Company must submit to Microsoft in writing, at the address in the Address Schedule of the Master Agreement, a request for authorization to distribute to such Potential Authorized Licensee. Microsoft will use commercially reasonable efforts to respond to such request for authorization within twenty (20) business days of receipt. Microsoft will provide Company with written notice indicating whether or not the Potential Authorized Licensee is a Microsoft PlayReady Device Licensee. Company may not distribute Developed Technology incorporated into Intermediate Products or Final Products to a Potential Authorized Licensee unless and until such potential licensee is listed on the Licensee List or Company receives written notice from Microsoft that such Potential Authorized Licensee is a Microsoft PlayReady Device Licensee.

(b) Microsoft may provide Company with written notice that a Microsoft PlayReady Device Licensee is no longer a Microsoft PlayReady Device Licensee (“Former Licensee”). In addition, Company shall check the Licensee List at least once every calendar quarter in order to verify that each Microsoft PlayReady Device Licensee whom Company has distributed Developed Technology incorporated into Intermediate Products on or into Company’s PlayReady Final Products is still a Microsoft PlayReady Device Licensee. Within ten (10) business days of the date on which Company learns that a third party is a Former Licensee (either from checking the Licensee List or receiving a notice from Microsoft), Company shall cease all further distribution of Developed Technology incorporated into Intermediate Products on or into Company’s PlayReady Final Products to such Former Licensee.

(c) On Microsoft’s reasonable request, Company shall provide Microsoft with a report listing the Microsoft PlayReady Device Licensees whom Company has distributed PlayReady Intermediate Products and quantities distributed.

3.11 PlayReady Implementations.

(a) Generally. Company may use the Licensed Technology and Deliverables (and any Confidential Information contained therein) solely to reproduce, install and test Developed Technology on or into Company’s Final Products that decrypt, encrypt, acquire and/or

Microsoft PlayReady Final Product License #<<<<AgrNumbandRev>> dated <<Effdate>> between Microsoft and <<COMPANY>>
issue licenses for, PlayReady Content and/or WMDRM Content as further described in the Specifications. Company shall not use the Licensed Technology and/or Deliverables (or any Confidential Information contained therein) for any other purposes, including, without limitation, developing new or different digital rights management or other content protection or content access technology. For clarity, the foregoing does not restrict Company from including in its Final Products other digital rights management or content protection technologies which Company has independently developed or licensed.

(b) Delivered Device Implementations. Company acknowledges that any Deliverables consisting of Client SDK for the Apple iOS operating systems that Microsoft delivers under this Final Product License shall also be deemed to be a “PlayReady Intermediate Product” that Company may use solely for the purpose of inclusion into Company’s PlayReady Final Products that use a PlayReady Enabled Service.

3.12 Macrovision. The Licensed Technology does not include or implement any Macrovision analog video copy protection system. It does, however, provide a means to signal other products to activate their implementations of Macrovision analog copy protection when rendering PlayReady Content and/or WMDRM Content. Company is responsible for obtaining the necessary rights from Macrovision if the PlayReady Final Product uses the Licensed Technology to create PlayReady licenses that are designed to signal or activate Macrovision protection implemented by products or applications other than the Licensed Technology.

3.13 Software Applications Requirements. PlayReady Software Applications can only receive PlayReady licenses from a PlayReady server operating under a server license agreement approved for PlayReady Software Applications. Licensees of such agreements will be made available at http://go.microsoft.com/fwlink/?LinkId=142595 and identified as “PlayReady Server Licensees (Approved for Software Applications)”.

4. SECURITY COMPLIANCE

4.1 Compliance Rules and Robustness Rules. (a) Company shall provide a copy of the Compliance Rules and the Robustness Rules (and any update(s) thereto) and the Device Assets and Revocation Provisions (Exhibit C) to persons having supervisory responsibility for the design and manufacture of PlayReady Final Products, and such persons shall be informed that PlayReady Final Products must conform to the Compliance Rules and the Robustness Rules.

(b) For all PlayReady Final Products, Company agrees to (i) maintain documentation detailing how such Final Products conform to the Compliance Rules and Robustness Rules; and (ii) provide such documentation to Microsoft (or a Microsoft Affiliate) promptly upon request.

4.2 Updates to Compliance Rules and Robustness Rules. (a) Compliance Rules. Microsoft may update the Compliance Rules upon written notice to Company. New PlayReady Final Products which are released by Company more than eighteen (18) months after such written notice must conform to the updated Compliance Rules, provided, however, that to the extent that any PlayReady Final Product enables optional features or functions added as part of the updates to the Compliance Rules, such PlayReady Final Product must conform to the updated rules immediately.

(b) Robustness Rules. Microsoft may update the Robustness Rules upon written notice to Company. New PlayReady Final Products which are released by Company more than eighteen (18) months after such written notice must conform to the updated Robustness Rules.

(c) Uniformity. Microsoft shall provide to and require that all licensees of the PlayReady Device Final Product Distribution License conform to the same updates to the Compliance Rules and the Robustness Rules.

4.3 Additional Compliance Recommendations. (a) From time to time, Microsoft may (but is not obligated to) supply Company with additional documentation on improving the security of Developed Technology (“Security Precautions”).

(b) Such Security Precautions do not modify or narrow any of the Compliance Rules or Robustness Rules. PlayReady Final Products must conform to all of the Compliance Rules and the Robustness Rules, notwithstanding compliance with Security Precautions.

(c) Security Precautions are the Confidential Information of Microsoft.

5. ROYALTIES AND REPORTING

5.1 Royalty Calculation and Payment. (a) General. For each Quarter during the term of this Final Product License (and during any wind-down period set forth in Section 12.5(a) of the Master Agreement), Company shall pay Microsoft the actual cumulative royalties applicable for the Licensed Technology as described in Exhibit B. Except as otherwise provided in this Section 5.1(a), during the applicable Quarter, royalty payments are due for each PlayReady Final Product unit either (i) distributed by Company, either directly to end users or to Channel Entities, or (ii) subject to Section 3.13, for a PlayReady Software Application, when Activated. Company must pay the Advance Payment described in Exhibit B and/or any royalties due within forty-five (45) days after the date of the Microsoft invoice. Company agrees that Microsoft is not obligated to provide the initial Certificates, unless and until Company pays the Advance Payment. For the avoidance of doubt, no royalty is due for the distribution of:

(i) PlayReady Final Products distributed to end users at no charge (other than Company’s reasonable cost of materials and shipping and handling costs) to replace defective units previously acquired by end users; or

(ii) PlayReady Final Products distributed directly to end users at no charge (other than Company’s reasonable cost of materials and shipping and handling costs) to update previously distributed units of the Developed Technology incorporating the same version of the Licensed Technology; and
(iii) Disabled Versions, except as otherwise provided in Section 5.1(c).

(b) Taxes. Company’s obligations with respect to taxes, duties, fees, excises or tariffs imposed on any of Company’s activities in connection with this Final Product License are set forth in Section 14.3 of the Master Agreement.

(c) Disabled Versions. If the method employed by Company to prevent Certificates from being installed in Disabled Versions is breached or otherwise becomes compromised, royalties shall become due and payable immediately for all distributed units of Disabled Versions using the compromised method.

(d) Late Fees. The lesser of (i) a ten percent (10%) annual charge compounded monthly, or (ii) the highest interest rate permitted under applicable law, will be assessed on all amounts that are past due.

5.2 Reporting.

(a) Within thirty (30) days after the end of the first Quarter following the Final Product License Effective Date and each subsequent Quarter thereafter (including the Quarter in which this Final Product License expires), Company shall complete and electronically submit a royalty report detailing all units of PlayReady Final Products distributed or Activated during the Quarter.

(b) Within thirty (30) days after the date of termination of this Final Product License, Company shall complete and electronically submit a royalty report detailing all units of PlayReady Final Products distributed or Activated during the Quarter during which termination occurred.

(c) Company’s reports submitted pursuant to Sections 5.2(a) and (b) shall report all distribution of PlayReady Final Products for which a royalty is due under this Final Product License.

(d) Company agrees that all reports submitted to Microsoft under this Section 5.2 shall be in accordance with the then current Royalty Reporting Guidelines.

(e) Company agrees that Microsoft may corroborate the information in Company’s reports with (i) reports received from other Microsoft PlayReady Licensees who either supply Intermediate Products to Company or operate PlayReady servers on behalf of Company. Microsoft may provide information from, and/or reasonably redacted copies of, Company’s royalty reports as may be necessary solely to verify the payment obligations of Company, provided that Microsoft requires such Microsoft PlayReady Licensees to maintain the confidentiality of the information contained in Company’s royalty reports and to restrict use of such reports only to confirm Company’s payment obligations. Company shall (i) provide reasonable assistance to Microsoft with respect to such corroboration efforts; and (ii) maintain as Confidential Information of Microsoft any information supplied by Microsoft relative to other Microsoft PlayReady Licensee’s reports and restrict use of such information as required by Microsoft.

(f) Company shall report any PlayReady Final Products distributed as royalty free according to Section 5.1(a) by using the royalty free SKUs.

6. Audits

6.1 During the term of this Final Product License and for one (1) year thereafter, Company shall keep at a single, readily accessible location all accounting, purchase, inventory, sales and other records relating to the acquisition, installation and distribution, and/or destruction of each PlayReady Final Product (“Records”). Alternatively, Company may remove all Records to a single, readily accessible location upon receipt of Microsoft’s audit notice.

6.2 To verify Company’s compliance with this Final Product License, Microsoft may cause, once per calendar year (unless a previous audit reveals a Material Discrepancy, as defined below) and upon fourteen (14) days prior notice (i) an audit to be made of Company’s Records, and (ii) an inspection to be made of Company’s facilities and procedures (together an “Audit”). Audits shall be conducted during regular business hours by an independent and internationally recognized certified public accountant or chartered accountants selected by Microsoft (other than on a contingent fee basis). Microsoft will not Audit the same Records more than once unless a previous Audit revealed a Material Discrepancy.

6.3 Company agrees to provide any Audit team designated by Microsoft access to all Records and facilities.

6.4 Microsoft shall pay the costs of any Audit unless the Audit reveals discrepancies that exceed Twenty Five Thousand Dollars (US$25,000) or an intentional and material breach of any Company obligations under this Final Product License (“Material Discrepancy”). In the event of a Material Discrepancy, Company shall pay Microsoft, in addition to unpaid amounts due, the costs of the Audit, plus an additional royalty of twenty-five percent (25%) of the applicable product royalty for each underreported unit of a PlayReady Final Product.

7. Term and Survival

The term of this Final Product License commences as of the Final Product License Effective Date and expires three (3) years thereafter, unless earlier terminated in accordance with Section 12 of the Master Agreement. Sections 1, 3.8, 3.9, 5.1 (only with respect to amounts owed prior to expiration or termination), 5.2 (for the period described therein) 6 (for the period described therein), 7 and the rules and obligations set forth in Exhibit C survive the expiration or any termination of this Final Product License.
IN WITNESS WHEREOF, the parties have entered into this Final Product License as of the Final Product License Effective Date written above.

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<th>MICROSOFT CORPORATION</th>
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EXHIBITS

EXHIBIT A – Description of Licensed Technology and Deliverables
EXHIBIT B – Product and Royalty Schedule
EXHIBIT D – Addresses Schedule
EXHIBIT E – Third Party Brand Schedule
EXHIBIT A

DESCRIPTION OF LICENSED TECHNOLOGY AND DELIVERABLES

Licensed Technology:

- PlayReady

Deliverables:

- PlayReady Documentation Pack, PlayReady Certificate Generation Request Kit and Certificates: Microsoft’s certificates, specifications, tools and associated documentation, as well as media, printed materials, and "online" or electronic documentation.
EXHIBIT B

PRODUCT AND ROYALTY SCHEDULE

Devices

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<th>Product Description</th>
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*Only distributions that qualify under no royalty scenarios listed in section 5.1(a) (i, ii, iii) can be reported here if applicable.

In addition to the per unit fees listed in the table above, Company shall pay a one-time advance fee of Ten Thousand United States Dollars (US$10,000) [SKU 799-000] (“Advance Payment”) as a nonrefundable advance payment of royalties due under Section 5 above. The Advanced Payment will be invoiced to Company upon execution of the Agreement by Microsoft, and will be credited by Microsoft against amounts owed by Company under Section 5 above. Company agrees that Microsoft is not obligated to provide the Deliverables or initial Certificate, as applicable, unless and until Company pays the Advance Payment.
EXHIBIT C

DEVICE ASSETS AND REVOCATION PROVISIONS

1. **ADDITIONAL DEFINITIONS**

1.1 “Assets” means Device Assets and Manufacturing Assets.

1.2 “Certificate Chain” means the set of Certificates that can trace the assessed trust of a Certificate back to a Root Public Key.

1.3 “Certificate” shall have the meaning set forth in the Master Agreement.

1.4 “Certificate Revocation List” or “CRL” means a list of Certificates that have been Revoked.

1.5 “Device Assets” means Device Keys and Device Certificates.

1.6 “Device Certificate” means a Certificate generated by or on behalf of Company, assigned to a PlayReady Final Product and used, for example, to evaluate whether the PlayReady Final Product is trusted and eligible to receive PlayReady Content and/or WMDRM Content.

1.7 “Device Certificate Template” means a Certificate used by Company’s PlayReady Final Product to generate a unique Device Certificate.

1.8 “Device Keys” means an associated pair of asymmetric keys generated by or on behalf of Company used for purposes such as, but not limited to, decrypting PlayReady Content and/or WMDRM Content in PlayReady Final Products.

1.9 “License Issuer” means a server, personal computer or Final Product that is capable of issuing a valid license for PlayReady Content and/or WMDRM Content.

1.10 “Manufacturing Assets” means Manufacturing Keys and Manufacturing Certificates.

1.11 “Manufacturing Certificates” means any Certificates used during the design and/or manufacturing process of a PlayReady Final Product.

1.12 “Manufacturing Keys” means any asymmetric or symmetric keys used during design and/or the manufacturing process of a PlayReady Final Product.

1.13 “Manufacturing Secrets” means (i) Manufacturing Keys, (ii) Manufacturing Certificates, and (iii) the means and methods by which a PlayReady Final Product conforms to the Robustness Rules.

1.14 “Revoke” or “Revocation” means to include, or the inclusion of, instructions in PlayReady licenses indicating that a Certificate is no longer trusted. If a PlayReady Final Product using a Revoked Certificate attempts to acquire a license, such PlayReady Final Product will not be able to acquire the necessary licenses to decrypt PlayReady Content and/or WMDRM Content.

1.15 “Root Public Key” means a public key controlled by Microsoft that is trusted by the PlayReady Final Products.

2. **PROTECTION OF ASSETS AND MANUFACTURING SECRETS**

2.1 Test Assets.

(a) Microsoft may provide Company with Assets suitable for developing and testing PlayReady Final Products (“Test Assets”).

(b) Company may use Test Assets solely for the purpose of internally developing and testing PlayReady Final Products.

(c) Company acknowledges that Test Assets (if any) provided under this Section 2.1 do not enable PlayReady Final Products to access commercially-available PlayReady Content and/or WMDRM Content.

2.2 Production Device Assets.

(a) Company shall request Certificates from Microsoft by submitting a request at www.wmlalicensing.com.

(b) Company shall use such Certificates in a manner that meets the requirements specified in the Compliance Rules.

(c) Certificates are the Confidential Information of Microsoft. Company shall protect the confidentiality of all Certificates in accordance with Section 6 of the Master Agreement.

(d) Company shall create a Device Certificate Template for each PlayReady Final Product in a manner that meets the requirements specified in the Compliance Rules.

(e) Company may use production Device Assets solely for the purpose of activating PlayReady Final Products so that such PlayReady Final Products may access commercial PlayReady Content and/or WMDRM Content. Company may not use Device Assets for any other purpose.

(f) Company shall handle and treat Device Keys for each PlayReady Final Product model in a manner that meets the requirements specified in the Compliance Rules. Additionally Company shall secure the Device Keys on PlayReady Final Products in a manner that meets the requirements specified in the Robustness Rules.

(g) Company shall employ procedures for safeguarding Device Keys and Manufacturing Secrets at least as rigorous as the Company employs for its own most highly confidential information. Company shall limit access to Device Keys and...
Manufacturer Secretary to those employees, independent contractors and/or Authorized Contractors working on PlayReady Final Products.

(h) Company shall retain records detailing which Certificates are used with which PlayReady Final Products. Within two (2) business days of receiving a request from Microsoft, Company shall provide Microsoft with a copy of all such records.

(i) In the event Certificates are provided by Microsoft in library form, Company has the right to use inaccurate metadata in the Device Group Certificate and Device Model Certificate (as defined in the Compliance Rules).

(j) In the event Certificates are provided by Microsoft in library form, a unique library shall be used for each version or update of a PlayReady Final Product.

2.3 Manufacturing Secretary In accordance with Section 6 of the Master Agreement, Company shall protect and maintain the confidentiality of (i) Manufacturing Secrets, (ii) device blueprints, and (iii) device repair instructions which could be used to circumvent the ability of a PlayReady Final Product to conform to the Compliance and Robustness Rules. In addition, Company shall protect Manufacturing Secrets from unauthorized discovery, revelation and tampering at all times, including without limitation during (w) generation and development, (x) testing, (y) escrow and (z) transfer from development to manufacturing, using effective and reasonable methods including but not limited to restricted access, selective assignments of privilege which preclude single-person compromise of Manufacturing Secrets, robust audit trails, and/or cryptographic protection of data while in transit.

3. Revocation

3.1 General. Upon written notice to Company, Microsoft may Revoke, or instruct its Affiliates, licensees, agents, or other designees to Revoke on Microsoft’s behalf, Certificates associated with a PlayReady Final Product in the event of a Material Security Problem. “Material Security Problem” means (i) a security breach in a PlayReady Final Product which enables or facilitates the use or manipulation of PlayReady Content and/or WMDRM Content in a manner inconsistent with the applicable PlayReady Policy and/or WMDRM Policy; (ii) the failure of a PlayReady Final Product to conform to the Compliance Rules and/or Robustness Rules; (iii) if the security or confidentiality of the Certificate(s) has been publicly or generally compromised; and/or (iv) any material breach of the Agreement that potentially compromises PlayReady Content and/or WMDRM Content.

3.2 Suspected Material Security Problem. If Microsoft reasonably suspects that a Company PlayReady Final Product is subject to a Material Security Problem and notifies Company, Company shall promptly provide Microsoft with three (3) copies of the Final Product in question and certain Microsoft-specified PlayReady Content and/or WMDRM Content, with the applicable PlayReady Policy and/or WMDRM Policy for Microsoft to evaluate and review such Final Product, and Company shall promptly cooperate with Microsoft in verifying and responding to the suspected Material Security Problem. Company hereby grants Microsoft the right to reverse engineer, decompile, and disassemble such Final Products only for the purpose of, and only to the extent necessary for, evaluating the suspected Material Security Problem, notwithstanding any prohibitions to the contrary or other restrictions on such activity in any license or other agreement for such Final Product.

3.3 Revocation Timeline. Microsoft shall notify Company at least thirty (30) days prior to Revocation of any Certificate associated with a PlayReady Final Product experiencing a Material Security Problem, and Microsoft shall not Revoke such Certificate(s) if, in Microsoft’s sole discretion, Company corrects the Material Security Problem (including in all individual units of PlayReady Final Products previously distributed) during such thirty (30) day period. Notwithstanding the foregoing, if a Material Security Problem is caused by Company’s intentional or grossly negligent acts, or if Company fails to work in good faith with Microsoft to address a Material Security Problem, then Microsoft may immediately Revoke the affected Certificate(s).

3.4 Revocation Process. Microsoft will implement a Revocation by any methods deemed reasonable by Microsoft. Such methods may include distributing a CRL to license servers, which may in turn deliver a CRL to personal computers and/or devices.

3.5 Replacement Assets.

(a) If the Revocation of a PlayReady Final Product is not due to Company’s breach of this Final Product License, Microsoft will work with Company to issue new Assets for a new version of the PlayReady Final Product that addresses the Material Security Problem.

(b) If Company’s unremedied material breach of the Master Agreement or this Final Product License causes the Revocation of a Certificate, Microsoft may, but is not obligated to, issue new Assets for such PlayReady Final Product.

(c) In any event, Microsoft may include additional or alternative license conditions for Assets issued to replace any compromised Certificate(s), provided that such conditions are reasonably related to avoiding the circumstances that caused the Certificate(s) or associated PlayReady Final Product(s) to previously become subject to a Material Security Problem.

3.6 Consistent Revocation. Microsoft agrees not to exercise its Revocation rights under this Exhibit C to Revoke any Certificate(s) in an arbitrary manner or in a manner inconsistent with Microsoft’s then-current Revocation processes. Microsoft agrees to maintain Revocation processes and/or decision criteria to be applied when Microsoft is exercising its right to Revoke Certificate(s). Microsoft also agrees to apply the same decision criteria to Company’s PlayReady Final Products as it does for similar Microsoft products in similar circumstances. In the event that Microsoft discovers a Material Security Problem with Company’s PlayReady Final Product(s), Microsoft agrees to work with Company in good faith to implement remedies that consider the issues of all affected entities. If Microsoft provides a Revocation notice to Company and Company disagrees with such notice, Microsoft agrees to make its business management representatives available for escalation discussions with Company’s business management representatives concerning such Revocation.

3.7 Revocation in Error. In the event that Microsoft subsequently determines that a Revocation was performed in error (i.e., in the absence of any Material Security Problem) and if the security or confidentiality of the affected Device Keys and Manufacturing Keys has not been publicly or generally compromised, Microsoft shall rescind the Revocation through substantially the same means as were used to implement the Revocation.

CONFIDENTIAL<<VerFT>>
Microsoft PlayReady Final Product License #<<AgNumbandRev>> dated <<Effdate>> between Microsoft and <<COMPANY>>
3.8 Third Party Beneficiary Rights. Company acknowledges that certain third parties (including but not limited to specific PlayReady Content and/or WMDRM Content owners or their designees) will be third party beneficiaries of this Final Product License (each, a “Third Party Beneficiary”). If a Final Product containing Developed Technology fails to conform to the Compliance Rules and/or Robustness Rules and Microsoft does not revoke the Certificate(s) associated with such Final Product, Company agrees that Third Party Beneficiaries of this Final Product License will be entitled to bring a third party beneficiary claim against Company under this Final Product License. The sole and exclusive remedies available to such Third Party Beneficiaries with respect to any such third party beneficiary claim will be (i) injunctive relief against the continued activation (through the use of Device Assets), manufacture and/or distribution of a non-compliant Final Product containing Developed Technology; and (ii) an award of reasonable attorney’s fees incurred in connection with the third party beneficiary claim.
**EXHIBIT D**

**ADDRESSES SCHEDULE**

**TECHNICAL INFORMATION**

<table>
<thead>
<tr>
<th>Company Technical Contact* (Ship To)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong></td>
</tr>
<tr>
<td><strong>Street Address:</strong></td>
</tr>
<tr>
<td><strong>City and State / Province:</strong></td>
</tr>
<tr>
<td><strong>Country and Postal Code:</strong></td>
</tr>
<tr>
<td><strong>Contact Name:</strong></td>
</tr>
<tr>
<td><strong>Contact Phone Number:</strong></td>
</tr>
<tr>
<td><strong>Contact Title:</strong></td>
</tr>
<tr>
<td><strong>Contact Fax Number:</strong></td>
</tr>
<tr>
<td><strong>Contact Email:</strong></td>
</tr>
</tbody>
</table>

* The person(s) listed as the Company Technical Contact will receive all communications regarding technical issues. Additional Technical Contacts may be added after the Master Agreement is executed by faxing a request on Company letterhead to WMLA at: (425) 936-7329

**BILLING**

<table>
<thead>
<tr>
<th>Company Billing Contact**</th>
<th>Microsoft Billing Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong></td>
<td>Microsoft Corporation c/o</td>
</tr>
<tr>
<td><strong>Street Address:</strong></td>
<td>Bank of America</td>
</tr>
<tr>
<td></td>
<td>1401 Elm Street</td>
</tr>
<tr>
<td><strong>City and State / Province:</strong></td>
<td>Dallas, TX</td>
</tr>
<tr>
<td><strong>Country and Postal Code:</strong></td>
<td>USA</td>
</tr>
<tr>
<td><strong>VAT Number:</strong>&lt;&lt;VAT&gt;&gt;</td>
<td>ABA# 0260-0959-3</td>
</tr>
<tr>
<td></td>
<td>SWIFT Code: BOFAUS3N</td>
</tr>
<tr>
<td></td>
<td>Account # 3750891058</td>
</tr>
<tr>
<td><strong>Contact Name:</strong></td>
<td>Company shall include applicable MS invoice number(s) on all Payments</td>
</tr>
<tr>
<td><strong>Contact Title:</strong></td>
<td>Send Payments via Wire Transfer Only</td>
</tr>
<tr>
<td><strong>Contact Phone Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Fax Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Email:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**The person listed as the Company Billing Contact will receive all communications regarding invoicing and collections.**
## ROYALTY REPORTING AND PAYMENT

**Company Royalty Report Submitter***

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Microsoft Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>OEM Accounting Services</td>
</tr>
<tr>
<td>City and State / Province:</td>
<td>Email: <a href="mailto:WMReport@MICROSOFT.COM">WMReport@MICROSOFT.COM</a></td>
</tr>
<tr>
<td>Country and Postal Code:</td>
<td>Send Royalty Reports via <a href="http://www.wmlalicensing.com">www.wmlalicensing.com</a> only.</td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
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<tr>
<td>Contact Phone Number:</td>
<td></td>
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<tr>
<td>Contact Fax Number:</td>
<td></td>
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<tr>
<td>Contact Email:</td>
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</table>

***The person listed as the Company Royalty Report Submitter will receive all communications regarding royalty reporting and should be the person that submits royalty reports and notifications to Microsoft as specified in this Master Agreement and the PlayReady License Agreement(s).***
EXHIBIT E
THIRD PARTY BRAND SCHEDULE

PlayReady Final Products distributed by Company under this Final Product License may be marketed, licensed, or distributed by a third party under brand names and trademarks which do not include Company’s name, provided that such third party brand names, trademarks and model names used for such PlayReady Final Products are listed below.

Company’s royalty report shall include a separate reporting of the number of units of each PlayReady Final Product distributed under each third party brand name or trademark.

<table>
<thead>
<tr>
<th>Name of Third Party that Owns Brand</th>
<th>Brand Name and/or Trademark that Appears on PlayReady Final Products</th>
<th>Entity operating PlayReady Servers (for Software Downloads only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prior to any marketing or distribution by Company of a PlayReady Final Product under this Final Product License under any third party brand name or trademark not listed on this Third Party Brand Schedule, Company shall notify WMLA of any third party brand name or trademark that it proposes to add to this Third Party Brand Schedule. Provided the parties reach agreement regarding the third party brand name or trademark, Company and Microsoft shall execute an amendment to add such third party brand name or trademark to this Third Party Brand Schedule. Company hereby acknowledges and agrees that Microsoft reserves the right to reject a proposed third party name or trademark and/or to execute a direct distribution license with the owner of such proposed third party name or trademark.