

Development Addendum to the CMLA Client Adopter Agreement

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CMLA Founders - Contact Information
admin@cm-la.com

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RECITALS

WHEREAS Client Adopter desires to engage in development and sale of Licensed Products (or what would be Licensed Products if they were incorporated into a Participating Product Implementations) and/or Licensed Components (or what would be Licensed Components if they were incorporated into Participating Product Implementations) but not to engage in certain other activities authorized under the CMLA Client Adopter Agreement, and

WHEREAS CMLA is willing to specify certain provisions of the CMLA Client Adopter Agreement that are not applicable to Client Adopter based on Client Adopter's limited scope of activity as described above,

NOW, THEREFORE, CMLA, Founders and Client Adopter hereby agree that this Developer Addendum shall supercede and modify Client Adopter's CMLA Client Adopter Agreement.

1. The following provisions of the CMLA Client Adopter Agreement shall not apply to Client Adopter: Sections 3.1, 3.2, 3.4, 3.5, 3.13, 4.2, 5.3, 5.4, 5.5, 5.6, 8.4.2, and 9. Except as provided in Section 2, below, Section 8.4.1(i) of the CMLA Client Adopter Agreement shall not apply to Client Adopter. All other provisions apply as stated in the CMLA Client Adopter Agreement.
2. Client Adopter shall not be entitled to receive Highly Confidential Information, including in the form of CMLA Device Keys and Client Adopter Transport Keys, unless such Highly Confidential Information is contained in a Robust Product Implementation that Client Adopter receives from Fellow Client Adopter. Further, Client Adopter shall not reverse engineer (or take other similar actions with respect to) Robust Product Implementations in any manner that is intended to gain access to, or that in fact gains access to, Highly Confidential Information. Violations of this provision shall be considered material violations of Section 8.4.1(i) of the CMLA Client Adopter Agreement.
3. Client Adopter may sell or transfer Licensed Products (or what would be Licensed Products but for the fact that they are not yet incorporated into Licensed Products) and Licensed Components (or what would be Licensed Components but for the fact that they are not yet incorporated into Licensed Products) only pursuant to Section 2 of Client Adopter Agreement. .

4. In addition to developing its own implementations of CMLA Technical Specification pursuant to the CMLA Client Adopter Agreement and this Addendum, the Client Adopter is authorized to receive Received Licensed Products from Fellow Client Adopters or their Participating Affiliates and, subject to the applicable provisions of this Agreement, is further authorized as follows:
 - 4.1. Where such Fellow Client Adopter or Participating Affiliate so authorizes, Client Adopter may modify, further develop or create derivative works of such Received Licensed Products.
 - 4.2. Where such Fellow Client Adopter or Participating Affiliate so authorizes, to sublicense or distribute Received Licensed Products, including any modifications permitted under Section 4.1, to Fellow Client Adopters or their Participating Affiliates.
5. Definitions
 - 5.1. “Robust Product Implementation” means a Licensed Products (or what would be a Licensed Product but for the fact that it is not yet incorporated into a Participating Product Implementation) and/or a Licensed Component (or what would be a Licensed Component but for the fact that it is not yet incorporated into a Licensed Product) that contains Highly Confidential Information and meets the security standard set forth in Section 1.3 of the Robustness Rules.
 - 5.2. “Received Licensed Products” means Licensed Products (or what would be Licensed Products but for the fact that they are not yet incorporated into Participating Product Implementations), Licensed Components (or what would be Licensed Components but for the fact that they are not yet incorporated into Licensed Products) or Robust Product Implementations.
6. Term.
 - 6.1. Client Adopter may elect at any time to terminate this Addendum and become a Client Adopter not subject to the Developer Addendum.
 - 6.2. The term and termination provisions contained in Section 6 of the CMLA Client Adopter Agreement otherwise remain in full force and effect as to CMLA and Client Adopter.

SO AGREED AS OF THE DATE FIRST ABOVE WRITTEN.
This Agreement may be executed in multiple counterparts.

CMLA:	Client Adopter Developer:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addresses and facsimile for notices

CMLA LLC:	Client Adopter Developer:
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