

# Development Addendum to the CMLA Service Provider Agreement

**Date:** 7-22-2006  
**Version:** v1.1-060722

## **Development Addendum to the CMLA Service Provider Agreement**

### **RECITALS**

WHEREAS Service Provider desires to engage in development and sale of Licensed Service (or what would be Licensed Service if they were incorporated into a Participating Rights Issuer Implementations) and/or License Service Elements (or what would be License Service Elements if they were incorporated into Participating Rights Issuer Implementations) but not to engage in certain other activities authorized under the CMLA Service Provider Agreement, and

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

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

1. The following provisions of the CMLA Service Provider Agreement shall not apply to Service Provider: 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 Service Provider Agreement shall not apply to Service Provider. All other provisions apply as stated in the CMLA Service Provider Agreement.
2. Service Provider shall not be entitled to receive Highly Confidential Information, including in the form of Rights Issuer Private Keys, unless such Highly Confidential Information is contained in a Robust Service Implementation that Service Provider receives from Fellow Service Provider. Further, Service Provider shall not reverse engineer (or take other similar actions with respect to) Robust Service 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 Service Provider Agreement.
3. Service Provider may sell or transfer Licensed Service (or what would be Licensed Service but for the fact that they are not yet incorporated into Licensed Service) and License Service Elements (or what would be License Service Elements but for the fact that they are not yet incorporated into Licensed Service) only pursuant to Section 2 of Service Provider Agreement. .
4. In addition to developing its own implementations of CMLA Technical Specification pursuant to the CMLA Service Provider Agreement and this Addendum, the Service Provider is authorized to receive Received Licensed Service from Fellow Service Providers or their Participating Affiliates and,

subject to the applicable provisions of this Agreement, is further authorized as follows:

- 4.1. Where such Fellow Service Provider or Participating Affiliate so authorizes, Service Provider may modify, further develop or create derivative works of such Received Licensed Service.
- 4.2. Where such Fellow Service Provider or Participating Affiliate so authorizes, to sublicense or distribute Received Licensed Service, including any modifications permitted under Section 4.1, to Fellow Service Providers or their Participating Affiliates.

## 5. Definitions

- 5.1. “Robust Service Implementation” means a Licensed Service (or what would be a Licensed Service but for the fact that it is not yet incorporated into a Participating Rights Issuer Implementation) and/or a License Service Element (or what would be a License Service Element but for the fact that it is not yet incorporated into a Licensed Service) that contains Highly Confidential Information or Rights Issuer Private Keys and meets the security standard set forth in Section 1.3 of the Robustness Rules.
- 5.2. “Received Licensed Service” means Licensed Service (or what would be Licensed Service but for the fact that they are not yet incorporated into Participating Rights Issuer Implementations), License Service Elements (or what would be License Service Elements but for the fact that they are not yet incorporated into Licensed Service) or Robust Service Implementations.

## 6. Term.

- 6.1. Service Provider may elect at any time to terminate this Addendum and become a Service Provider not subject to the Developer Addendum.
- 6.2. The term and termination provisions contained in Section 6 of the CMLA Service Provider Agreement otherwise remain in full force and effect as to CMLA and Service Provider.

SO AGREED AS OF THE DATE FIRST ABOVE WRITTEN.

This Agreement may be executed in multiple counterparts.

CMLA:	Service Provider Developer:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CMLA, LLC as attorney-in-fact for Founders:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Addresses and facsimile for notices

CMLA LLC: 225 B Cochrane Circle Morgan Hill, CA 95037	Service Provider Developer:
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