

CORAL CONSORTIUM ECOSYSTEM LICENSE AGREEMENT

THIS AGREEMENT (“Agreement”) made as of this ____ day of _____, 200 ____ (“**Effective Date**”) by and between Coral Consortium Corporation, a California nonprofit mutual benefit corporation with offices at 48377 Fremont Blvd., Ste. 117, Fremont, CA 94538 (“**Coral Consortium**”) and _____, a _____ with offices at _____ (“**Company**”). Coral Consortium and Company are herein individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- A.** Coral Consortium has developed certain technical specifications pertaining to communication among products and services and interoperability of digital rights management (“**DRM**”) systems.
- B.** Company desires to use the Coral Specifications (as defined below) to promote interoperability among DRM systems utilized by Devices and Services (each as defined below) operating in the Company Ecosystem (as defined below).
- C.** Company wishes to license from Coral Consortium, and Coral Consortium is willing to grant to Company, the right to use and to sublicense the Coral Specifications in accordance with the terms and conditions herein.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

1.1 “**Affiliate**” means, with respect to any legal entity, any other legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with such entity. For the purpose of this definition, “control” means the beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the board of directors of such entity or similar managing authority (or if there is no such stock or interest, more than 50% of the ownership of or control in the entity).

1.2 “**Authorized Activities**” means the making, having made, selling, offering to sell, using and importing those portions of Devices and Services that implement, pursuant to and in accordance with this Agreement (or the comparable provisions of an Other Ecosystem Agreement or sublicense agreement related thereto), the Mandatory Portions of the Common Coral Specifications.

1.3 “**Common Coral Specifications**” shall mean such specifications or portions thereof that are included in the “Implemented Coral Specifications” under both the IP Holder’s Applicable Ecosystem Agreement and the IP Beneficiary’s Applicable Ecosystem Agreement. For purposes of this definition, (a) “**IP Holder**” shall mean an entity that grants a license to, covenants not to assert or initiates a claim against, another entity with respect to a patent claim (such other entity, the “**IP Beneficiary**”), (b)

“**Ecosystem Agreement**” shall mean this Agreement or an Other Ecosystem Agreement, and (c) “**Applicable Ecosystem Agreement**” shall mean, with respect to an entity, the Ecosystem Agreement under which such entity directly obtains a license to the Coral Specifications (or modified version thereof) or indirectly derives a sublicense to such specifications (or modified version thereof).

1.4 “**Company Ecosystem**” means an Ecosystem designed, developed, maintained, and/or operated by Company for which Company sublicenses the Implemented Coral Specifications to manufacturers or providers of Devices and/or Services operating within such Ecosystem.

1.5 “**Controlled Affiliate**” means, with respect to any legal entity, any other legal entity directly or indirectly controlled by such entity. For the purpose of this definition, “control” means the beneficial ownership of more than 50% of the voting stock or other similar interest entitled to vote for the election of the Board of Directors of such entity or similar managing authority (or if there is no such stock or interest, more than 50% of the ownership of or control in the entity).

1.6 “**Coral Specifications**” means, collectively, those specifications and documents listed on Exhibit A hereto.

1.7 “**Digital Entertainment Content**” means digital versions of audiovisual works, sound recordings, literary works, and/or pictorial works as those terms are defined in 17 U.S.C. § 101, commercially distributed to the public as entertainment.

1.8 “**Ecosystem**” means a system that facilitates, through the use of the Coral Specifications (or a revised version thereof), interoperability between or among DRM systems in connection with the authorized digital distribution of Digital Entertainment Content to Devices and/or Services using DRM systems authorized by the providers of such Digital Entertainment Content, where such Devices and Services follow a shared set of terms and rules established by, and set forth in one or more license agreements from, the entity that designs, develops, maintains and/or operates such system (“**Ecosystem Administrator**”).

1.9 “**Implemented Coral Specifications**” means the Coral Specifications, as such specifications or documents may be revised, updated or changed by (i) Coral pursuant to Section 3.2 (and that Company elects to be included in its implementation/sublicense rights hereunder) or (ii) Company pursuant to Section 3.3.

1.10 “**Mandatory Portions of the Common Coral Specifications**” means such portions of the Common Coral Specifications that are marked “Normative” and are required to be implemented for a particular feature or functionality implemented.

1.11 “**Member**” means a Member of the Coral Consortium as defined in the February 2009 Amended Bylaws of Coral Consortium (“Bylaws”). Bylaws and a list of Members may be obtained from the secretariat of Coral Consortium who may be contacted through www.coral-interop.org.

1.12 “**Necessary Claims**” means claims of patents or patent applications as may issue that are necessarily infringed by any portion of any product (a “**Device**”), including software or firmware or a component thereof or any service (a “**Service**”) that in each case is made or rendered pursuant to and compliant with this Agreement, an Other Ecosystem Agreement or a sublicense under the foregoing; *provided, however*, that a claim in a patent or patent application is “necessarily infringed” only if (a) such claim reads on a Mandatory Portion(s) of the Common Coral Specifications and (b) there are no commercially reasonable alternatives for complying with such portion(s) of the Common Coral Specification(s) that do not infringe such claim. “Necessary Claims” in a patent or patent application shall not include any claims: (1) that are not necessary (i.e., for which there are commercially reasonable alternatives that do not infringe such claims) to make, use, sell, distribute, import or offer to sell any Device, or to provide any Service, in compliance with the Common Coral Specifications; (2) that, if licensed, would require a payment by the licensor to any third party that is not a Controlled Affiliate of such licensor; (3) that relate solely to semiconductors and semiconductor manufacturing technology; (4) that relate solely to aspects of any technology, standard or product that is explicitly designated as an informative part of the Common Coral Specifications or is not itself disclosed with particularity in the Common Coral Specifications (even though such technology, standard or product may otherwise be mentioned or required by the Common Coral Specifications); or (5) that relate solely to commercially available applications, application programming interfaces or user interfaces, including the technology used to generate or display such user interfaces or interact with a user through such interfaces, programming languages, compiler technology, object-oriented technology, basic operating system technology, middleware technology, database technology, networking, intranet, extranet, web services and Internet technology; to content formats; and to watermarking and data embedding technology or (6) that relate solely to DRM systems.

1.13 “**Other Ecosystem Implementer**” means (i) an Ecosystem Administrator (other than Company) that has entered into a license agreement with Coral Consortium substantially in the form hereof (each such other agreement, an “**Other Ecosystem Agreement**”) or (ii) a licensee of an Ecosystem Administrator, other than the Company, that sublicenses from such Ecosystem Administrator a version of the Coral Specifications (including changes thereto permitted by the Other Ecosystem Agreement).

2. GRANT.

2.1 License.

2.1.1 Subject to Company’s compliance with the terms and conditions of this Agreement, Coral Consortium grants to Company during the term of this Agreement a worldwide, limited, nonexclusive, nontransferable (except as may be sublicensed hereunder), license to reproduce, display, distribute, implement, create derivative works pursuant to Section 3.3, and otherwise use the Implemented Coral Specifications in connection with the creation, maintenance and operation of the Company Ecosystem, the sublicensing of the Implemented Coral Specifications in connection therewith, and the development, use, distribution, reproduction, modification, making, selling, offering to

sell, maintenance and operation of Devices and Services that operate in connection with the Company Ecosystem.

2.1.2 Should Company desire to directly implement the Implemented Coral Specifications in Devices and/or Services, such implementation shall be in compliance with the Implemented Coral Specifications.

2.2 Sublicensing Authority. Company may, subject to the following terms and conditions, sublicense in writing the rights to reproduce, implement and otherwise use the Implemented Coral Specifications in connection with the development, use, distribution, reproduction, modification, making, selling, offering to sell, maintenance and operation of Devices and Services that operate in connection with the Company Ecosystem, *provided* that nothing in this Section 2.2 shall limit Company's rights with respect to Authorized Changes (as defined in Section 3.3).

2.2.1 Sublicense agreements shall provide that sublicensees may transfer or further sublicense the rights sublicensed pursuant to this Agreement only as part of a sublicense to a Have Made Party. "**Have Made Party**" means a third party that a sublicensee retains to design, develop, maintain, or operate a Device or Service of such sublicensee in the Company Ecosystem.

2.2.2 Sublicense agreements may not be for a term longer than that provided in Article 6 below.

2.2.3 Sublicense agreements shall require that any implementation of the Implemented Coral Specifications must comply with the Implemented Coral Specifications.

2.2.4 Sublicensees shall acknowledge in their sublicense agreements that they are not, by virtue of the sublicense agreement, in a relationship of partnership, principal, agent, co- or joint venturers, and do not have any authority to enter into any transactions, undertakings, commitments or other relationships whatsoever for, on behalf of, or in the name of Coral Consortium.

2.2.5 Company must reserve the right to terminate a sublicense agreement if the sublicensee thereunder has been adjudicated to be in violation of Section 1201(b) of the Digital Millennium Copyright Act in a final unappealable order.

2.2.6 Sublicense agreements shall include disclaimers of liability of Coral Consortium and members of Coral Consortium consistent with the provisions of Article 5 hereof.

2.2.7 Sublicense agreements shall require sublicensees to indemnify Coral Consortium and members of Coral Consortium in a manner consistent with the provisions of Section 5.3(ii) and (iii) hereof.

2.2.8 Sublicense agreements shall be in compliance with the requirements of Sections 2.3.1(ii) and 2.3.2.

Company agrees that it will take reasonable steps, without prejudice to Coral Consortium's reservation of rights under Article 4, to enforce the obligations in the sublicenses reflecting the requirements contained in Sections 2.2.1, 2.2.3, 2.2.7 and 2.2.8. For the avoidance of doubt, Company may impose more restrictive or additional requirements on sublicensees as it deems appropriate but that in no event will such requirements diminish any of Company's obligations as set forth herein.

2.3 Patent Policy.

2.3.1 Company (i) shall, and shall cause each of its Controlled Affiliates to, offer to each Other Ecosystem Implementer and its Controlled Affiliates, under reasonable terms and conditions that are free of discrimination, a nonexclusive, worldwide license, under Company's and its Controlled Affiliates' Necessary Claims, to engage in Authorized Activities, and (ii) shall require that each of its sublicensees of the Implemented Coral Specifications (and such sublicensee's Controlled Affiliates) offer to each Other Ecosystem Implementer and its Controlled Affiliates, under reasonable terms and conditions that are free of discrimination, a nonexclusive, worldwide license during the term of the sublicensee's agreement, under such sublicensee's and its Controlled Affiliates' Necessary Claims, to engage in Authorized Activities; *provided, however*, that the foregoing obligation shall not apply with respect to an Other Ecosystem Implementer or any of its Controlled Affiliates if such entity or any of its Controlled Affiliates fails to offer upon request to Company or any of its Controlled Affiliates, under reasonable terms and conditions that are free of discrimination, a nonexclusive, worldwide license under such entity's and its Controlled Affiliates' Necessary Claims to engage in Authorized Activities or initiates a legal action against, or in a legal action becomes an adverse party to, Company or any of its Controlled Affiliates for patent infringement involving an Authorized Activity based on a Necessary Claim of such Other Ecosystem Implementer or its Controlled Affiliates. For avoidance of doubt, the obligation to extend licenses under this Section 2.3.1 shall extend only to the use of the Common Coral Specifications in connection with Digital Entertainment Content.

2.3.2 In addition, any sublicense agreement entered into by Company pursuant to Section 2.2 shall require that Company and its sublicensees of the Implemented Coral Specifications agree to either license to, or not to assert against, other Company sublicensees of the Implemented Coral Specifications their respective Necessary Claims in a manner generally consistent with the patent policy implemented by Company pursuant to Section 2.3.1; *provided, however*, that for purposes of this Section 2.3.2 only, "Necessary Claims" and "Authorized Activities" shall be deemed to be defined in reference to the Implemented Coral Specifications instead of the Common Coral Specifications.

2.3.3 Coral Consortium represents and warrants that its February 2009 Amended Bylaws state that:

"Each Member hereby agrees to offer to licensees and sublicensees of the Coral Consortium/Ecosystem License Agreement and their Controlled Affiliates (as defined therein) under reasonable terms and condition that

are free of discrimination, a nonexclusive, worldwide license under such Member's Ecosystem Necessary Claims, to make, have made, sell, offer to sell, use and import those portions of any product including software or firmware or component thereof or any service that implements the portions of the Implemented Coral Specifications that are marked "Normative" and are required to be implemented for a particular feature or functionality ("Authorized Activities"), *provided however*, that the foregoing obligation shall not apply if the licensee, sublicensee or any of their Controlled Affiliates fails to offer upon request to such Member or its Controlled Affiliates, under reasonable terms and conditions that are free of discrimination, a nonexclusive, worldwide license under such entities' Ecosystem Necessary Claims to engage in Authorized Activities, or initiates a legal action against, or in a legal action becomes an adverse party to, the Member or any of its Controlled Affiliates for patent infringement. Additionally, the foregoing obligation shall not apply to the extent (i) such Member has timely made and not withdrawn a licensing objection, or (ii) the Member, at the time of approval of a Coral Specification, is in negotiation and/or litigation with such entity or its Controlled Affiliates concerning an Ecosystem Necessary Claim. For avoidance of doubt, the obligation to extend licenses under this Section C(c) shall extend only to the use of the Coral Specifications in connection with digital versions of audiovisual works, sound recordings, literary works, and/or pictorial works as those terms are defined in §17 U.S.C. 101, commercially distributed to the public. For purposes of this Section only, "Ecosystem Necessary Claims" shall have the same meaning as "Necessary Claims" in the Coral Consortium Ecosystem License Agreement except that the term "Common Coral Specifications" shall be replaced by "Implemented Coral Specifications." "Implemented Coral Specifications" shall be defined as set forth in the Coral Consortium Ecosystem License Agreement".

2.4 No Additional Licenses or Authority. Company understands and acknowledges that (i) the license and sublicensing authority expressly granted in Sections 2.1 and 2.2 of this Agreement is the only license and sublicensing authority granted to Company under this Agreement, and no other license, including any patent, trademark, or trade secret license, or any copyright license other than the license conveyed hereunder with respect to the Implemented Coral Specifications, of Coral Consortium or its members has been, or shall be construed to have been, granted, expressly, by implication, or by estoppel, by any provision of this Agreement, and (ii) Coral Consortium and Company are not in a relationship of partnership, principal and agent or co- or joint venturers.

2.5 General Restrictions. Company shall not (i) change or remove any label, copyright notice, or other marking embodied in or upon the Coral Specifications or the Implemented Coral Specifications, (ii) alter or modify the Coral Specifications or the Implemented Coral Specifications or create any derivative work thereof except as provided in Section 3.3, (iii) contest the validity of Coral Consortium's copyright in the

Coral Specifications or the Implemented Coral Specifications (excluding Authorized Changes), or (iv) claim that its activities are approved by Coral Consortium or falsely claim that any products or services are compliant with the Coral Specifications or the Implemented Coral Specifications.

3. REVISIONS; UPDATES.

3.1 General. Coral Consortium has no obligation to provide Company or any sublicensee of the Implemented Coral Specifications with any technical or other support.

3.2 Licensed Revisions and Updates. Coral Consortium may, at its sole discretion, provide Company with revisions or updates of the Coral Specifications that Coral Consortium has adopted. Company may use such updates and revisions for evaluation purposes and in its sole discretion elect to implement such revisions or updates and/or sublicense the same to its sublicensees; *provided, however*, that Company shall be under no obligation to implement or sublicense such revisions or updates. In the event Company elects to implement and/or sublicense any such revisions or updates, it shall so notify Coral Consortium and, upon such notice (or such later date specified in such notice), Company's rights, license and sublicensing authority under this Agreement shall apply thereto, subject to all the terms, conditions and restrictions of this Agreement.

3.3 Authorized Changes by Company. Company may make Authorized Changes to the Implemented Coral Specifications and any such Authorized Changes shall be deemed incorporated into the Implemented Coral Specifications licensed hereunder. "**Authorized Changes**" means changes to the Implemented Coral Specifications (i) as may be initiated by Company and approved in writing by Coral Consortium or (ii) that are Non-Material Changes for which Company has provided a timely notice to Coral Consortium. "**Non Material Changes**" means changes to the Implemented Coral Specifications in the nature of error corrections, mere clarifications and "bug" fixes. Company agrees to grant to Coral Consortium a worldwide, limited, nonexclusive, nontransferable (except as may be sublicensed hereunder), free license to reproduce, display, distribute and otherwise use Authorized Changes for the purpose of incorporating such changes in revised versions of its specifications and to license such revised versions; *provided, however*, that Coral Consortium shall not have any obligation to adopt or incorporate any Authorized Changes into any revised versions of its specifications or to make the same available to any entity. The license granted by the immediately preceding sentence shall survive expiration or any termination of this Agreement. Company's retained rights in Authorized Changes shall not affect its rights or obligations hereunder with respect to the Implemented Coral Specifications.

4. RESERVATION OF RIGHTS.

Coral Consortium reserves all rights in the Coral Specifications and the Implemented Coral Specifications (excluding the Authorized Changes) not expressly granted herein.

5. DISCLAIMERS; LIMITATIONS; INDEMNITY.

5.1 Disclaimer of Warranty. THE IMPLEMENTED CORAL SPECIFICATIONS AND ANY INFORMATION PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CORAL CONSORTIUM, ON BEHALF OF ITSELF AND ITS MEMBERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND (A) CONCERNING THE COMPLETENESS, CORRECTNESS, SECURITY, PERFORMANCE, ACCURACY, OR APPLICABILITY OF ANY INFORMATION CONTAINED IN THE IMPLEMENTED CORAL SPECIFICATIONS AND ANY WARRANTY OF NONINFRINGEMENT AND (B) ARISING OR RESULTING FROM THE RELIANCE ON OR USE (OR INABILITY TO USE) BY ANY PERSON OR ENTITY OF THE IMPLEMENTED CORAL SPECIFICATIONS OR ANY INFORMATION CONTAINED THEREIN. CORAL CONSORTIUM, ON BEHALF OF ITSELF AND ITS MEMBERS, MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE APPLICABILITY OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY TO THE IMPLEMENTED CORAL SPECIFICATIONS OR ITS USE, AND THE RECEIPT OR ANY USE OF THE IMPLEMENTED CORAL SPECIFICATIONS OR ITS CONTENTS DOES NOT IN ANY WAY CREATE, BY IMPLICATION, ESTOPPEL OR OTHERWISE, ANY LICENSE OR RIGHT TO OR UNDER ANY CORAL CONSORTIUM MEMBER’S PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET RIGHTS WHICH ARE OR MAY BE ASSOCIATED WITH THE IDEAS, TECHNIQUES, CONCEPTS OR EXPRESSIONS CONTAINED THEREIN. FURTHERMORE, CORAL CONSORTIUM MAKES NO REPRESENTATION OR WARRANTY THAT THE FUNCTIONS CONTAINED IN THE IMPLEMENTED CORAL SPECIFICATIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. CORAL CONSORTIUM ON BEHALF OF ITSELF AND ITS MEMBERS DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS OF THE USE OF THE IMPLEMENTED CORAL SPECIFICATIONS WITH RESPECT TO THEIR PERFORMANCE, ACCURACY, RELIABILITY, SECURITY, CAPABILITY OR THE CURRENCY OF THE IMPLEMENTED CORAL SPECIFICATIONS.

5.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CORAL CONSORTIUM OR ITS MEMBERS, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS OR AGENTS, BE LIABLE TO COMPANY OR ANY SUBLICENSEE AND ANY OF ITS OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS OR AGENTS FOR ANY DIRECT, STATUTORY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR IN CONNECTION WITH CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, OR FOR ANY OTHER MONETARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY

RELATED TO THE USE OF OR INABILITY TO USE THE IMPLEMENTED CORAL SPECIFICATIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF CORAL CONSORTIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST CORAL CONSORTIUM AND/OR ITS MEMBERS NOTWITHSTANDING THE ABOVE LIMITATION, THE AGGREGATE LIABILITY TO COMPANY OR ANY SUBLICENSEES, IF ANY, IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (US\$ 100.00).

5.3 Indemnification. Company agrees to indemnify, hold harmless and defend Coral Consortium, its members and their Affiliates, and its and their respective employees, directors, officers, shareholders or agents, from and against any losses, claims, damages, liabilities, and expenses paid to a third party (including reasonable attorney's fees and expenses) (i) caused by any breach by Company of any obligation of Company under this Agreement, (ii) arising from a claim brought by a third party that the Company Ecosystem or the implementation of specifications or other information licensed by Company to its sublicensees infringes or misappropriates any third-party intellectual property rights, other than where such alleged infringement directly arises from or is based on the Coral Specifications or compliant implementation thereof or (iii) caused by any breach by a sublicensee of Company of any obligation imposed pursuant to Section 2.2 of this Agreement. Coral Consortium will promptly notify Company of any such claim, allow Company to have sole control over the defense of the claim, and provide reasonable cooperation in the defense of the same; *provided, however*, that failure or delay by Coral Consortium to provide the foregoing notice shall not excuse Company from its indemnification obligations except to the extent that it is materially prejudiced by such failure or delay.

6. FEES, TERM AND TERMINATION.

6.1 Fees. In consideration for the license and sublicensing authority granted hereunder Company shall pay to Coral Consortium an annual fee equal to USD\$ 25,000 for the first year of this Agreement and USD\$ 10,000 for each year thereafter. Such fees shall be nonrefundable. Such fees shall be invoiced by Coral Consortium on the Effective Date and each anniversary thereafter and shall be due and payable within thirty (30) days after receipt of invoice.

6.2 Term of Agreement. This Agreement shall be effective upon the Effective Date and, unless earlier terminated pursuant to Section 6.3, continue in full force and effect for a period of five (5) years (the "**Initial Term**") and for such renewal periods as Company may elect pursuant to this Section 6.2. Unless either Party provides notice to the other prior to the end of the Initial Term or any Renewal Term (defined below) that it does not wish to renew this Agreement, this Agreement shall automatically be renewed on the same terms and conditions for an additional period of one year (each a "**Renewal Term**") beyond the expiration of the Initial Term or the then-current Renewal Term, as the

case may be. Coral Consortium may not decline such renewal request unless it then has plans to cease doing business within the next renewal period.

6.3 Termination.

6.3.1 Coral Consortium's Right to Terminate. Coral Consortium may terminate this Agreement and the rights granted herein upon notice to Company if Company materially breaches Sections 2.1.2, 2.2, 2.3, or 6.1, and such material breach is not cured within thirty (30) days after notice to Company of such breach (or in the case of breach of Section 6.1, is not cured within 120 days of such notice). For purposes of this Section 6.3.1, except for a breach of Section 6.1, a breach shall not be deemed "material" if it has not resulted in or would not be likely to result in commercially significant harm to Coral Consortium or its licensees or sublicensees.

6.3.2 Company's Right to Terminate. Company may terminate this Agreement for any reason upon thirty (30) days prior notice to Coral Consortium.

6.4 Expiration or termination of this Agreement pursuant to Section 6.3 shall not affect either Party's rights or obligations arising prior to such termination or expiration and shall not affect either Party's ability to pursue any other rights it may have at law or in equity. For the avoidance of doubt, upon expiration or termination of this Agreement, the license and sublicense authority granted pursuant to Sections 2.1 and 2.2 shall automatically terminate, and Company shall advise and instruct its sublicensees with respect thereto. The following sections shall survive the termination or expiration of this Agreement: Sections 2.3, 2.4 and 2.5, Articles 4 and 5, this Section 6.4, and Article 7, provided that the obligations required to be imposed on sublicensees under Section 2.3 shall survive termination of their sublicense agreements solely with respect to the version of the Implemented Coral Specifications or Common Coral Specifications, as the case may be, in effect at the time of termination of their respective agreement. Upon the termination or expiration of this Agreement, Company shall return or provide Coral Consortium proof of destruction of all copies of the Implemented Coral Specifications (and any portions thereof other than Authorized Changes) then in its possession.

7. **GENERAL PROVISIONS.**

7.1 Governing Law; Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, excluding its conflict of law principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Implemented Coral Specifications in any competent jurisdiction. Any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration; *provided, however*, that a request for interim measures by a Party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The arbitration shall be conducted in accordance with the Comprehensive Rules and Procedures of JAMS in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat of the arbitration shall

be Los Angeles, California. The arbitration shall be conducted by three arbitrators, each of whom shall be familiar with California law. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. The arbitrators will endeavor to complete the arbitration within 60 days of the commencement of such arbitration. In connection with a request for interim measures by a Party to a court, each Party hereby unconditionally and irrevocably consents to: (i) the exclusive jurisdiction of and venue in the state and federal courts in the Central District of California and (ii) the service of process of said courts by personal delivery or by mailing of process by certified mail, postage prepaid, at the addresses specified in this Agreement.

7.2 Confidential Information. Without the Disclosing Party's consent, a Party (the "**Recipient**") receiving Confidential Information (as defined below) of the other Party (the "**Disclosing Party**") shall not disclose such Confidential Information to any third party except to the Recipient's Affiliates and members and its and their respective employees, directors, officers and shareholders, attorneys, consultants, contractors and agents and, in the case of Confidential Information relating to the Implemented Coral Specifications, Company may provide such information to its sublicensees (collectively, "**Authorized Third Parties**"); *provided, however*, that the Recipient shall ensure that each Authorized Third Party to whom Confidential Information is disclosed shall maintain the confidentiality thereof by advising them of such confidentiality requirement, and such individuals or entities shall agree to or shall be under an obligation to maintain the confidentiality of such Confidential Information in accordance with the terms hereof. Recipient shall not remove any confidentiality-marking on Confidential Information. The Parties' obligations pursuant to this Section 7.2 shall not apply to any Confidential Information: (i) that is or becomes generally known to the public through no fault of the Recipient; (ii) that is or becomes rightfully in the Recipient's possession free of any obligation of confidence; (iii) that is or was developed by employees or agents of the Recipient (whether independently or jointly with others) independently of and without reference to such information or any other Confidential Information of the other Party; (iv) that was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence; or (v) for which the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement, *provided* that the Recipient shall have first used reasonably diligent efforts to notify the other Party in advance of such disclosure so as to permit the other Party to request confidential treatment or a protective order prior to such disclosure. "**Confidential Information**" means information that may be exchanged between the Parties (or their Affiliates) regarding one Party's (or one of its Affiliate's) business, operations or technical specifications, in each case that is marked "Confidential" when disclosed in written form, or indicated as confidential when disclosed orally and confirmed in writing by the discloser to be confidential within thirty days of such oral disclosure.

7.3 Miscellaneous. If any provision or portion of this Agreement is held to be unenforceable, such provision or portion shall be enforced to the maximum extent

permissible consistent with the terms hereof, and the remainder of this Agreement shall continue in full force and effect. This Agreement does not oblige Coral Consortium or create any rights for Company, express or implied, to enter into any subsequent agreement concerning a license pertaining to the Implemented Coral Specifications except as explicitly authorized hereunder. Company acknowledges that the Implemented Coral Specifications may be subject to United States export controls imposed under the Export Administration Regulations of the U.S. Department of Commerce and other relevant regulations and Company shall comply in all respects therewith. This Agreement may not be amended or modified, and no provision may be waived, without a writing signed by the parties. This Agreement may not be assigned by Company (whether expressly or by operation of law) without the prior written consent of Coral Consortium (which shall not be unreasonably withheld). The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any notice to be provided pursuant to this Agreement shall be given in writing and shall be deemed properly given (i) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) two (2) business days after deposit with an internationally recognized private industry express courier (e.g., Federal Express or DHL), with written confirmation of receipt. All notices shall be sent to the address set forth at the head of this Agreement, or to such other address of which either Party gives the other notice in such manner, in writing. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof.

SIGNATURES

Exhibit A

Coral Specifications

[This exhibit shall contain a complete list of all of the Coral Specifications that have been adopted and approved by the Coral Consortium at the time of execution of this Agreement.]