

CONDITIONS PRECEDENT SHEET

Conditions precedent to the entry into force of this
Touch-Enabled Device Patent Registration and Settlement Agreement
(Discrete Royalty Rate)

1. **Assessment Prior to the Effective Date:** As a condition precedent to entry into force of this Agreement, the Parties shall agree on those Qualified Products that qualify as Qualified Products and shall list all such Qualified Products on Annex G. If the Parties are unable to agree on the contents of the Qualified Product List, Philips shall have no obligation to execute this Agreement.
2. **Exempt Products:** As a condition precedent to entry into force of this Agreement, the Parties shall agree on those Qualified Products that qualify as Exempt Products (if any) and shall list all such Qualified Products on Annex F. If the Parties are unable to agree on the contents of the Exempt Product List, Philips shall have no obligation to execute this Agreement.
3. **Past Use:** As a condition precedent to the entry into force of this Agreement, Registrant shall submit to Philips a written Royalty Reporting Form, certified by a corporate officer of Registrant, setting forth the information specified in Clause 3.4 in respect of those Qualified Products Sold in the Territory during the Past Use Period, and specifying the royalties due ("Past Use Amount") for the Past Use Period. Such Past Use Amount statement as submitted by Registrant shall be attached to the Agreement as Annex I.

**COVER SHEET
FOR
TOUCH-ENABLED DEVICE PATENT REGISTRATION AND SETTLEMENT AGREEMENT (DISCRETE
ROYALTY RATE)**

In addition to the definitions in Clause 1, the following terms used in this Agreement shall have the meanings set out below:

Effective Date: _____

Registrant: _____

Registrant's Registered Office Address:

Registrant's Address for Notices:

Registrant's Royalty Reporting Contact:

Name:

E-mail:

Telephone Number:

Governing Law (check applicable box)

- ☐ Netherlands
(for all Countries of Registration other than the United States of America and the People's Republic of China)
- ☐ State of New York, United States of America
(when the Country of Registration is the United States of America)
- ☐ Hong Kong Special Administrative Region (SAR)
(when the Country of Registration is the People's Republic of China)

Registrant's Initials: _____

Philips' Initials: _____

Court(s) with Primary Jurisdiction (check applicable box)

- ☐ The Courts of the Hague, the Netherlands
(for all Countries of Registration other than the United States of America and the People's Republic of China)
- ☐ The State Courts located in the County of Westchester, New York and/or the Federal District Court for the Southern District of New York
(when the Country of Registration is the United States of America)
- ☐ Any competent court of the Hong Kong SAR
(when the Country of Registration is the People's Republic of China)

Arbitration in the Hong Kong SAR (check box if applicable)

- ☐ (when the Country of Registration is the People's Republic of China)

"Qualified Product" shall mean one or more devices of the following categories as selected by Registrant: (check applicable box)

- ☐ Option A: a Touch-enabled Mobile Phone;
- ☐ Option B: a Touch-enabled Tablet Computer;
- ☐ Option C: a Touch-enabled Laptop Computer; and/or
- ☐ Option D: a Touch-enabled All-In-One PC;

provided, however, that Qualified Product shall exclude Exempt Products.

Any option not checked shall not be considered a Qualified Product.

Registrant's Initials: _____

Philips' Initials: _____

**TOUCH-ENABLED DEVICE PATENT REGISTRATION AND SETTLEMENT AGREEMENT
(DISCRETE ROYALTY RATE)**

This Touch-Enabled Device Patent Registration and Settlement Agreement is entered into on the Effective Date by and between

KONINKLIJKE PHILIPS N.V., having its registered office in Eindhoven, The Netherlands ("Philips")

and

REGISTRANT.

(Philips and Registrant hereinafter also referred to individually as "a Party" and collectively as "the Parties").

WHEREAS, Philips and its Affiliates own certain patents covering certain functionalities commonly used in certain electronic devices with touch screens ("Touch-Enabled Devices").

WHEREAS, Registrant and its Affiliates have been engaged in the manufacture and/or Sale of Touch-Enabled Devices using one or more Philips Touch-Enabled Device Patents (as hereinafter defined) prior to the Effective Date;

WHEREAS, Philips and Registrant wish to settle the use of Philips Touch-Enabled Device Patents arising from the unauthorized manufacture, importation, use, offer for Sale and/or Sale of certain Touch-Enabled Devices by Registrant and its Affiliates in the period prior to the Effective Date;

WHEREAS, Registrant wishes to agree with Philips on a procedure to procure limited releases on a retrospective quarterly basis contingent upon Registrant's timely and accurate reporting and payment of royalties for the Sale of certain Touch-Enabled Devices by Registrant and its Affiliates during the Term (as hereinafter defined); and

WHEREAS, Philips is willing to grant such releases only on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Parties agree as follows:

1. Definitions

When used in this Agreement, the following capitalized terms shall have the meanings ascribed thereto below:

“Affiliate(s)” shall mean any one or more legal entities: (i) owned or controlled by Philips or Registrant, (ii) owning or controlling Registrant, or (iii) owned or controlled by the legal entity owning or controlling Registrant, but any such legal entity shall only be considered an Affiliate of Registrant for as long as such direct or indirect ownership or control exists. For the purposes of this definition, a legal entity shall be deemed to own or control another legal entity if more than 50% (fifty percent) of the voting stock of the latter legal entity, ordinarily entitled to vote in the meetings of shareholders of that entity (or, if there is no such stock, more than 50% (fifty percent) of the ownership of or control in the latter legal entity) is held directly or indirectly by the owning or controlling legal entity.

“Agreement” shall mean this Touch-Enabled Device Patent Registration and Settlement Agreement (Discrete Royalty Rate), also including the Conditions Precedent Sheet, the Cover Sheet, and the following Annexes:

- Annex A - Territory
- Annex B - List of Feature Sets With Patent Families, List of Philips Touch-Enabled Device Patents
- Annex C - Royalty Reporting Form
- Annex D - Annual Statement
- Annex E - Philips Touch-Enabled Device Patent Limited Release Standard Terms and Conditions
- Annex F - List of Exempt Products
- Annex G - Qualified Product List
- Annex H - Questionnaire
- Annex I - Royalty Reporting Form for Past Use Period

“Assessment Period” shall mean a period of 60 days following Philips’ receipt of Registrant’s written notice, requesting Philips to assess whether a Qualified Product shall be on the Qualified Product List, such written notice including, as a minimum, a completed Questionnaire and a Product Description.

“Date of Commercial Release” shall mean the date of first offer for sale of a New Qualified Product by Registrant and/or its Affiliates.

“Exempt Product” shall mean a device otherwise within the definition of a Qualified Product selected by Registrant, but which, by the Parties’ mutual agreement, do not make use of any claim of a Philips Touch-Enabled Device Patent anywhere in the world, and which are specifically listed on Exhibit F (List of Exempt Products).

“Feature Set” shall mean each of the following feature sets, each including one or more (related) Philips Touch-Enabled Device Patents identified in Annex B:

Feature Sets

A	AMR
B	WMA/FLAC
C	Audio Interfacing
D	Authentication/DRM
E	Backlighting
F	Chipset & Accelerometer Design
G	Compiler/Software Architecture
H	DLNA/Connectivity
I	Graphical User Interfaces
J	Streaming & Services
K	Touch Screen Interfaces

“New Qualified Product” shall mean a Qualified Product that is a candidate to be added to the Qualified Product List.

“Past Use Period” shall mean the period starting on a date six years prior to the Effective Date and ending on the calendar day immediately before the Effective Date.

“Patent” shall mean any patent (including utility model) and patent application (including utility model application) in any country, having a priority date before the end of the Term, including any divisionals, re-issues, re-examinations, continuations, continuations-in-part and renewals thereof, owned by either Party or any of its Affiliates (either solely or jointly with third parties).

“Patent Country” shall mean, in respect of a Qualified Product, any country where a Philips Touch-Enabled Device Patent would be used, directly or indirectly, by the manufacture and/or Sale of such Qualified Product in that country.

“Payment Term” shall mean 45 days after the end of each calendar quarter (i.e. May 15 for the first calendar quarter, August 14 for the second calendar quarter, November 14 for the third calendar quarter and February 14 for the fourth calendar quarter).

“Philips Touch-Enabled Device Patent” shall mean any Patent owned by Philips or its Affiliates at the Effective Date that is listed in Annex B, and any additional Patents which may be added to Annex B during the Term pursuant to Clause 4.6, together with any corresponding Patents in other jurisdictions.

“Product Class” shall mean, for each Qualified Product, the set of all Feature Sets which are covered by one or more Philips Touch-Enabled Device Patents in at least one Patent Country.

“Product Description” shall mean for each Qualified Product, a written data sheet or other product specification, providing sufficient technical details (which may be accompanied by photographs and/or drawings of the Qualified Product), allowing Philips to assess whether the Qualified Product is to be added to the Qualified Product List.

“Qualified Product” shall mean a Qualified Product identified on the Qualified Product List.

“Qualified Product List” shall mean the list as laid down in Annex G.

“Reporting Period” shall mean each calendar quarter.

“Reporting Term” shall mean 30 days after the end of each calendar quarter (i.e. April 30 for the first calendar quarter, July 30 for the second calendar quarter, October 30 for the third calendar quarter and Jan 30 for the fourth calendar quarter).

“Royalty Bearing Patent Country” shall mean, in respect of a Qualified Product, (i) any country where a Philips Touch-Enabled Device Patent is used, directly or indirectly, in the manufacture of such Qualified Product and/or (ii) any country in the Territory where a Philips Touch-Enabled Device Patent is used, directly or indirectly, in the Sale such Qualified Product.

“Royalty Reporting Form” shall mean a written statement setting forth the quantities of Qualified Products and Exempt Products Sold in the relevant Reporting Period using the form attached hereto as Annex C, or such other form (hardcopy or electronic) as may be subsequently communicated by Philips to Registrant.

“Sale” shall mean sale, lease, gift, lending, hiring, shipment, import, export or other disposal to a third party. Sell, Sold and other cognate expressions shall be construed on the same basis.

“Royalty Rate” shall mean the royalty for each Feature Set as set forth in Clause 3.3.

“Term” shall mean a period of 60 months, commencing on the Effective Date.

“Territory” shall mean the countries specified in Annex A.

“Touch-enabled All-in-One PC” shall mean a connected device having an integrated touch-enabled display, the device primarily intended for non-portable usage. Such All-in-One PC may also be known as a “smart display”.

“Touch-enabled Laptop computer” shall mean a portable device having a touch-enabled display, a hardware keyboard and a microprocessor wherein the microprocessor is irremovably connected to the keyboard.

“Touch-enabled Mobile Phone” shall mean a portable communication device having a touch-enabled display smaller than 7 inches (measured diagonally) and supporting voice and data

communication via mobile networks. A Touch-enabled Mobile Phone is also known as a “smart phone”.

“Touch-enabled Tablet Computer” shall mean a portable device having a touch-enabled display and integrated microprocessor, the display being equal to or larger than 7 inches (measured diagonally). A Touch-enabled Tablet Computer may optionally support data communication via mobile networks. A Touch-enabled Tablet Computer may optionally have a detachable hardware keyboard (and in this configuration, is also known in the market as a “hybrid tablet”).

“Questionnaire” shall mean a list of questions, of which an exemplary sample is specified in Annex H, concerning the functional configuration and/or features of a particular Qualified Product to be answered by Registrant in order to enable Philips to assess whether such Qualified Product makes use of any Feature Set or any of the Philips Touch-Enabled Device Patents.

2. ASSESSMENT OF ROYALTY BEARING QUALIFIED PRODUCTS

- 2.1** The Parties agree that only Qualified Products shall, subject to the provisions of this Agreement, qualify for the patent releases which may be granted by Philips pursuant to Clause 4.2 and Annex E.

For each Qualified Product on the Qualified Product List, Registrant shall specify a trademark or brand, a model name and/or code, and a Product Class with a complete list of Feature Sets and Patent Countries.

A Qualified Product may be added to the Qualified Product List in accordance with Clauses 2.2 through 2.7.

- 2.2** The Parties confirm that Annex G contains a complete list of those Qualified Products that qualify as Qualified Products per the Effective Date. Any changes or additions to this list, when agreed by the Parties, will be confirmed in writing and an adjusted list will replace the current Annex G.

Registrant represents that it has provided Philips with a complete list with all Qualified Products offered for Sale, manufactured, manufactured on a have-made basis, or Sold by it, its Affiliates and its and their re-sellers prior to the Effective Date. Registrant represents that the information provided to Philips prior to the Effective Date, in order to allow Philips to assess whether these Qualified Products shall be on the Qualified Product List, is complete and accurate.

- 2.3** **Assessment After the Effective Date:** Prior to the Date of Commercial Release of any New Qualified Product by Registrant or its Affiliates, Registrant shall initiate a self-

assessment thereof as prescribed in Clause 2.4, unless Philips has exercised its right of assessment pursuant to Clause 2.5.

2.4 Self-assessment by Registrant:

No later than the Date of Commercial Release for each New Qualified Product, Registrant shall provide Philips with a written declaration, certified by an officer of Registrant, specifying: (i) the New Qualified Product; (ii) a Product Description, (iii) the completed Questionnaire and (iv) the Product Class with all necessary Feature Sets, and the Patent Countries for each Feature Set. Registrant shall send to Philips a replacement Annex G together with the declaration.

Registrant acknowledges that the Releases which may be granted by Philips pursuant to Clause 4.2 and Annex E only cover the Philips Touch-Enabled Device Patents corresponding to each Feature Set included in the Product Class certified by Registrant and reported and paid for pursuant to Clause 3, and that accordingly, if Registrant certifies, or reports and pays for, less than all necessary Feature Sets it may be exposing itself, its Affiliates, and its/their suppliers, re-sellers and downstream customers with liability for infringement of those Philips Touch-Enabled Device Patents corresponding to Features Sets that were improperly omitted from the Product Class, report or payment.

Philips shall at all times be entitled, but shall not be obliged, to re-assess the correctness of Registrant's assessment as provided in this Clause. Upon Philips' request, Registrant shall also provide Philips with one or more (not exceeding three) product samples of the New Qualified Product, at no cost to Philips, to facilitate such re-assessment.

2.5 Assessment by Philips:

Philips may at any time decide that Registrant is no longer entitled to perform the self-assessment according to Clause 2.4 and that until further notice by Philips any New Qualified Product shall be assessed, in accordance with this Clause 2.5. Upon such notice by Philips, Registrant shall, for each New Qualified Product, send to Philips no later than 90 days before the Date of Commercial Release a completed Questionnaire, a Product Description, a sample of the New Qualified Product (at no cost to Philips) and a written notice, requesting Philips to assess whether such Qualified Product is to be added to the Qualified Product List.

For each New Qualified Product, Philips shall provide to Registrant in writing the assessment results, including:

- (i) the proposed Product Class (identifying each Feature Set used); and
- (ii) the Patent Countries for each Feature Set.

Within 14 days after receipt of Philips' written assessment indicating that a New Qualified Product is to be added to the Qualified Product List, Registrant shall send a replacement Annex G to Philips with the updated Qualified Product List.

If the number of New Qualified Products to be assessed by Philips exceeds two (2) per calendar month, the Parties shall agree on a reasonable extension of the Assessment Period.

If Registrant fails to provide all information reasonably requested by Philips to enable it to conduct the assessment to Philips within 7 days from the date of such request, the Assessment Period shall be suspended until all requested information has been properly provided.

- 2.6 If a Party believes that any Qualified Product has not been correctly assessed under Clause 2.2, Clause 2.4 or Clause 2.5 or that the Qualified Product List is incorrect or incomplete, it shall notify the other Party accordingly and the Parties shall engage in good faith discussions to resolve the issue. If the Parties do not reach consensus in such discussions, Philips shall declare that no consensus has been reached and shall require Registrant promptly to remove the disputed Qualified Product from the Qualified Product List and to send a replacement Annex G reflecting the agreed Qualified Product List to Philips.

Registrant warrants that, in accordance with the procedure set out in Clause 2.4 and 2.5: (i) it shall bring all New Qualified Products timely to Philips' attention, (ii) all information it provides to Philips shall be accurate, and (iii) it shall administrate Annex G timely and properly.

Registrant acknowledges and agrees that it, and not Philips, shall be responsible for any error in its administration of Annex G, its self-assessment and declaration in accordance with Clause 2.4, any completed Questionnaire and any Product Description provided to Philips and that accordingly, Registrant shall be liable to Philips for any underpayment or other damage resulting therefrom.

Any replacement Annex G shall be submitted by Registrant to Philips by electronic means or by such other means as Philips may direct.

Upon Philips' request, Registrant shall provide Philips with all relevant additional information, including but not limited to additional samples (not exceeding three) at no cost to Philips of any of its Qualified Products, as Philips may reasonably require for assessing whether the Qualified Product makes use of any one of the Philips Touch-Enabled Device Patents.

- 2.7 Registrant acknowledges and agrees that Annex B may be updated by Philips from time to time to reflect changes in the status of the Philips Touch-Enabled Device Patents.

Philips shall notify Registrant of any such amendment to Annex B, e.g. by publishing an updated version on its internet page. Registrant further acknowledges and agrees that Philips shall be at all times entitled to replace Annex G to reflect any such amendments to Annex B. Philips shall notify Registrant of any such amendment to Annex G, and the replacement Annex G shall be applicable immediately upon such notification.

Registrant further acknowledges and agrees that Philips' failure to properly specify in Annex G a Patent Country, shall not constitute a waiver of Philips' right to amend Annex G and to claim future royalties in respect of such Patent Country.

Registrant further acknowledges and agrees that Philips may update the questions of the Questionnaire from time to time to facilitate a more efficient assessment, and that Registrant will use the most current version of the Questionnaire of which Registrant has been notified by Philips.

Philips may at any time decide that Registrant may no longer replace Annex G and that until further notice by Philips, Philips shall take over the responsibility for replacing of Annex G and notifying it to Registrant.

- 2.8 Change of Control: Registrant acknowledges and agrees that this Agreement is personal to Registrant and that it may not be assigned or transposed to any third party.

Philips shall have no obligation to grant any releases under this Agreement with respect to any business activities of any third party (i) acquired by Registrant or (ii) acquiring Registrant or (iii) with which Registrant merges or is consolidated after the Effective Date, unless and until such other entity will have (i) submitted to Philips a Royalty Reporting Form for its Sales of all Touch-Enabled Mobile Phones, Touch-Enabled Tablet Computers, Touch-Enabled Laptop Computers and Touch-Enabled All-In-One PCs during the 72 month period prior to such acquisition or merger and Philips has confirmed its acceptance of such Royalty Reporting Form and royalties due, and (ii) paid to Philips all such royalties due.

In the event of the sale of all or substantially all of Registrant's assets, Registrant shall no longer have the right to add any Qualified Product to the Qualified Product List without Philips' prior written consent, provided however, that the Qualified Products already on the Qualified Product List will remain so for the term of this Agreement.

3. Reporting and Payment; Recordkeeping and Audits

- 3.1 Past Use: Registrant confirms that it has submitted to Philips a Royalty Reporting Form certified by a corporate officer of Registrant and setting forth the information specified in Clause 3.4 in respect of those Qualified Products Sold in the Territory during the Past Use Period, and specifying the royalties due ("Past Use Amount") for the Past Use

Period. This Royalty Reporting Form in respect of the Past Use Period is attached hereto as Annex I.

The past use Royalty Reporting Form shall similarly be subject to Philips' right of audit set out in Clause 3.9.

3.2 Initial Payment:

(a) Entry Fee: Registrant shall pay to Philips a non-recoupable and non-refundable amount of twenty-five thousand U.S. Dollars (US\$25,000.00) ("Entry Fee"), which shall be credited first towards the Past Use Amount and then to royalties for Subsequent Reporting Periods payable under this Agreement.

(b) Registrant shall pay the higher of (i) the Past Use Amount and (ii) the Entry Fee into Philips' bank account specified in Clause 3.5, within 30 days of the Effective Date. Any portion of the Entry Fee which exceeds the Past Use amount shall be treated as a non-refundable payment against royalties.

3.3 Royalty Payment and Rates:

Registrant shall pay the applicable royalty on each Qualified Product Sold in the Territory during the relevant Reporting Period by Registrant, Registrant's Affiliates or any sales entity authorized by Registrant or its Affiliates ("re-seller"), by (i) calculating the sum of the Royalty Rates ("Royalty Rate Sum") corresponding to each unique Feature Set for which the relevant country of manufacture and/or country of Sale is a Royalty Bearing Patent Country and (ii) multiplying the Royalty Rate Sum by the relevant number of units of such Qualified Product. The Royalty Rates for each Feature Set are as follows:

Feature Set	Name	Price (U.S.)
A	AMR	\$0.10
B	WMA/FLAC	\$0.10
C	Audio Interfacing	\$0.10
D	Authentication/DRM	\$0.25
E	Backlighting	\$0.25
F	Chipset & Accelerometer Design	\$0.25
G	Compiler/Software Architecture	\$0.25
H	DLNA/Connectivity	\$0.25
I	Graphical User Interfaces	\$0.40
J	Streaming & Services	\$0.25
K	Touch Screen Interfaces	\$0.40

By way of example:

Assume the Product Class for a certain Qualified Product (e.g. a certain model of Touch-Enabled Mobile Phone) includes Feature Sets A, B, F, I, J and K.

If the country of manufacture (Country "A") is a Royalty Bearing Patent Country only for Feature Sets A, B and F, but for Feature Sets I, J and K the country of final Sale in the Territory (Country "B") is also a Royalty Bearing Patent Country, then:

- (i) a total of six (6) Features Sets are used (three in the country of manufacture and three different ones in the country of final Sale); and
- (ii) the Royalty Rate Sum for that Qualified Product equals US\$1.50 (six unique Feature Sets whose royalty rates of A=US\$0.10; B=US\$0.10; F=US\$0.25; I=US\$0.40; J=US\$0.25 and K=US\$0.40 sum to US\$1.50).

By way of further example:

If for the same Qualified Product the country of manufacture "A" is a Royalty Bearing Patent Country for Feature Sets A, B, F, I and J and country of Sale "B" is a Royalty Bearing Patent Country for Feature Sets I, J and K, then:

- (i) the highest number of unique Feature Sets used is still six (6) (A, B, F, I, J and K) and the Royalty Rate Sum is still US\$1.50, as Feature Sets for which both the country of manufacture and country of sale are a Patent Country are counted once;

If only half of the Sales of that certain Qualified Product occur in Country "B" and the other half occur in another Country "C" in the Territory which is a Royalty Bearing Patent Country for Only Feature Set I (not J or K), then:

- (i) there are only four unique Feature Sets (A, B, F, I) and the Royalty Rate Sum for Qualified Product Manufactured in Country "A" and Sold in Country "C" is US\$0.85.

For the avoidance of doubt, no royalties shall be due for any Feature Set for the Sale of a Qualified Product if no Philips Touch-Enabled Device Patent is infringed in the country of manufacture or any country of Sale of such Qualified Product.

Additionally, no royalties shall be payable for Sale of Qualified Products for which Registrant demonstrates to Philips' satisfaction that: (i) another party has paid the royalties to Philips, otherwise due under this Agreement, for the use of Philips Touch-Enabled Device Patents, or (ii) that such Qualified Products are otherwise licensed or released under Philips Touch-Enabled Device Patents.

- 3.4 Royalty Reporting:** Within the Reporting Term for each Reporting Period, Registrant shall submit to Philips (even if no Sales have been made) a Royalty Reporting Form

setting forth with respect to such Reporting Period for all Qualified Products sold in the Territory:

- (1) the identity of each customer, and for each customer, the specifics of each Qualified Product including: (i) trademark or brand; (ii) model name(s) or code; (iii) country of manufacture; (iv) name of third party manufacturer; and (v) identifying letters of each Feature Set of the respective Product Class (as agreed by the Parties and as confirmed on the Qualified Product List);
- (2) for each Qualified Product identified in subpart (1) above, specify each country of Sale, and for each Country of Sale:
 - (i) the total quantity of Sales;
 - (ii) the identifying letter of each unique Feature Set (e.g. A, B, C, F) for which the country of manufacture and/or the country of Sale is a Royalty Bearing Patent Country (or the word "None");
 - (iii) the relevant Royalty Rate Sum;
 - (iv) the royalties due in each Country of Sale equal to the product of the total quantity of sales and the Royalty Rate Sum; and
 - (v) the total quantities of Qualified Products Sold and the total royalties due for all countries of Sale.

If Registrant, its Affiliates or any of their re-sellers have sold (i) Qualified Products outside of the Territory or (ii) any Touch-Enabled Devices that otherwise satisfy the definition of Qualified Products but were not selected by Registrant on the Cover Sheet, Registrant shall provide an additional Royalty Reporting Form providing the information specified in items (i), (ii), (iii), (iv) and (v) of the preceding paragraph. Registrant and Philips shall then enter into good faith discussions on whether to (i) amend the Territory to add additional countries and/or (ii) amend Registrant's selection of Qualified Products on the Cover Sheet, (as applicable), but such decision shall be in Philips' sole discretion. If the definition of Territory or Qualified Products is so amended, Philips shall invoice Registrant for royalties in accordance with this Agreement and Registrant shall pay such royalties within 30 days of the invoice date. Upon receipt of payment in full, Philips shall then issue a release pursuant to Clause 4.2 and Annex E.

If Registrant has not received Philips' written assessment in accordance with Clause 2.5 prior to the Date of Commercial Release, Registrant shall nonetheless report the respective New Product Type in the Reporting Form in accordance with this Clause 3.4 as per the Date of Commercial Release. If the respective New Product Type will be added to the Qualified Product List, Registrant shall pay royalties for previously reported Sales of such Products of a New Product Type in countries indicated in the replacement Annex G together with the next quarterly payment under Clause 3.3. After receipt of Philips' written assessment, Registrant shall continue reporting only when the respective New Product Type is added to the Qualified Product List.

In addition Registrant shall submit any other information in such form as Philips may reasonably request.

For the avoidance of doubt, the initial Reporting Period hereunder shall be the first partial or full calendar quarter after the Effective Date.

Registrant shall certify in the Royalty Reporting Form the total amount of royalties due for the preceding Reporting Period, even if no royalties are due. Registrant undertakes to fully comply with all requirements for the Royalty Reporting Form.

Registrant shall identify in its Royalty Reporting Form the name, telephone number and e-mail address of Registrant's Royalty Reporting Contact.

Philips shall maintain all information included in the Royalty Reporting Forms as confidential information in accordance with the provisions of Clause 5.

- 3.5 Royalty Payment:** Registrant shall pay Philips the royalties due hereunder in respect of all Qualified Products for each Reporting Period before the end of the corresponding Payment Term. All payments shall be made to Philips' bank account specified below, without any deduction whatsoever, whether for bank transmission charges or otherwise, save as explicitly permitted by this Clause 3.5.

Any invoice sent by Philips shall not be deemed to constitute acceptance by Philips of the correctness of the Royalty Reporting Form and shall not affect any of Philips rights under this Agreement, including, without limitation, Philips' right to conduct an audit in accordance with the provisions of Clause 3.9.

Any payment shall be made by wire transfer without any deduction whatsoever, whether for bank transmission charges or otherwise, in US Dollars to:

Customer Name: Koninklijke Philips N.V.
Account No: 4067-1001
Swift Code: CITIUS33
ABA: 021000089

Citibank, N.A.
111 Wall Street
New York, New York 10043
Reference: Portable Features Royalties (2009PJT00013)

All costs, stamp duties, taxes (including but not limited to business taxes, value added taxes, income taxes) and other similar levies arising from or in connection with the conclusion of this Agreement shall be borne by Registrant.

If the government of a country imposes any income taxes to be withheld from payments made by Registrant to Philips hereunder and requires Registrant to withhold such tax from such payments, Registrant may deduct such tax from such payments. In such event, Registrant shall promptly provide Philips with tax receipts issued by the relevant tax authorities so as to enable Philips to support a claim for credit against income taxes which may be payable by Philips and its Affiliates in The Netherlands and to enable Philips to document, if necessary, its compliance with tax obligations in any jurisdiction outside The Netherlands. If such tax receipts are not provided promptly, Philips reserves the right to treat the undocumented deductions as unpaid royalties due which will become subject to the provisions of this Agreement.

- 3.6 **Late and No Payment:** Any payment under this Agreement which is not made on the date(s) specified herein, shall accrue interest at the rate of 2% (two percent) per month or part thereof, computed from the original date due until such time that the principal amount outstanding, together with all interest accrued thereon will have been paid in full, irrespective of whether such full payment occurs during the Term or thereafter.

In no event shall Registrant have the right to set-off any payments due hereunder against any claim, of whatever nature, that it or any of its Affiliates may have against Philips or any of its Affiliates.

Any excess payment amount shall be credited to immediate subsequent payment obligations of Registrant but shall not be refunded by Philips.

- 3.7 **Annual Statement:** Upon Philips' request, Registrant shall submit to Philips an Annual Statement certified by its Chief Financial Officer, in the form as specified in Annex D, confirming that the Royalty Reporting Forms as submitted by Registrant to Philips covering the relevant periods are true, complete and accurate in every respect.

- 3.8 **Advance Payment:** If Registrant fails to submit to Philips a Royalty Reporting Form for any Reporting Period within the relevant Reporting Term in accordance with the provisions of Clause 3.4, Registrant shall be obliged to pay to Philips within 60 days from the end of the relevant Reporting Period, an estimated royalty (hereinafter referred to as an "Advance"), being an amount equal to the highest amount of royalties due for any Reporting Period over the preceding eight Reporting Periods (or over all preceding Reporting Periods if fewer than eight). Such payment shall be treated as a non-refundable payment, primarily against the royalties and interest for the relevant Reporting Period and then, if any sum remains, against any future royalties or other payments payable by Registrant hereunder. Registrant acknowledges and agrees that any Advance shall not be due by way of penalty, but that such payment shall constitute a non-refundable payment as aforesaid. For the avoidance of doubt, such payment shall be payable without any further notice or action by Philips, legal or otherwise, and shall take effect by virtue of the failure to submit a Royalty Reporting Form on time (and even if such Royalty Reporting Form is subsequently submitted prior to the date on

which the Advance is due and no corresponding payment is received by Philips within the 60 day period specified in this Clause 3.8). The payment by Registrant of an Advance shall not affect Registrant's obligation to submit a Royalty Reporting Form and shall be without prejudice to any other rights or remedies of Philips, including, without limitation, Philips' right to charge 2% (two per cent) interest per month on overdue payments (including overdue payments of the Advance), and Philips' right to terminate this Agreement in accordance with its provisions. The Advance will not be set off against other sums due to Philips until a Royalty Reporting Form has been submitted in respect of the relevant Reporting Period. In respect of any Reporting Period for which an Advance has been paid and the Royalty Reporting Form subsequently submitted, Philips will first set off against the Advance all royalties and interest due for that period. Any remaining sum from the Advance will be set off against further royalty, interest or Advance payments due to Philips hereunder (if any).

- 3.9 **Audit and Inspection:** To enable verification of the Royalty Reporting Forms, as well as any other use of Philips Touch-Enabled Device Patents, Registrant and its Affiliates shall keep complete and accurate books and records relating to the procurement, manufacture, Sale and other disposal of all Touch-Enabled Devices, including Qualified Products and Exempt Products, and shall keep these books and records available for a period of 5 years following the procurement, manufacture, Sale or other disposal of such Touch-Enabled Devices. If competent authorities take possession of the records and books of Registrant or its Affiliates for tax investigation purposes or otherwise, Registrant shall ensure that a complete set of photocopies of all such records and books is kept so as to allow inspection in accordance with this Clause 3.

Philips shall have the right to inspect the books and records of Registrant and its Affiliates from time to time to verify the Royalty Reporting Forms or other use of Philips Touch-Enabled Device Patents. Any such inspection shall take place no more than once per year and shall be conducted by a certified public auditor appointed by Philips. Philips shall give Registrant written notice of such inspection at least 14 days prior to the inspection. Registrant and its Affiliates shall promptly co-operate and provide all such assistance in connection with such inspection as Philips or the auditor may require, including copies of any document, book or record the auditor should consider necessary to perform the audit, regardless whether such document refers to a Qualified Product.

The inspection shall be conducted at Philips' own expense, except in the following cases in which Registrant shall bear the costs:

- (i) Registrant has failed to submit an Annual Statement(s) by its Chief Financial Officer, in accordance with the provisions of Clause 3.7 in respect of the period to which the inspection relates, or
- (ii) the audit establishes any discrepancy or error exceeding 5% (five percent) of the quantity of Qualified Products for which royalties are actually due.

Any obligation of Registrant to bear the cost of the audit shall be without prejudice to Registrant's obligation to promptly make up for such underpayment and to any other claim or remedy as Philips may have under this Agreement or under applicable law.

Failure by Registrant and/or its Affiliates to promptly co-operate with the inspection as set out in this Clause 3 shall constitute a material breach of this Agreement and, in the event of such failure; Registrant shall be liable for the cost of the inspection and all costs and damages resulting from such failure. Further, such failure shall entitle Philips to terminate this Agreement.

Philips' right of inspection as set out in this Clause 3 shall survive termination or expiration of this Agreement for a period of 5 years following the termination or expiration.

3.10 Verification: To enable verification of reporting and payment in accordance with Clause 3, Registrant and its Affiliates shall provide all relevant additional information in such form as Philips may request from time to time, in particular information relating to which Qualified Products manufactured, procured, Sold or otherwise disposed of are subject to the payment of royalties to Philips hereunder and the amount of royalties payable, and more detailed information to identify suppliers, re-sellers and downstream customers.

3.11 Acknowledgment of Availability of Alternative Agreement: Registrant acknowledges that Philips offers, and Registrant has the option to enter into, an alternative agreement for Qualified Products, namely the Touch-Enabled Device Patent Registration and Settlement Agreement (Blended Royalty Rate), available at www.ip.philips.com. The referenced "Blended Royalty Rate" agreement provides a uniform royalty rate irrespective of the Product Class (i.e. the number of Feature Sets used), a reduced compliance rate for early payment and compliance, and among other benefits, reduced recordkeeping, reporting, audit and contract maintenance costs. Depending on Registrant's product mix, the alternative agreement may provide lower royalties and lower contract maintenance costs over the Term of the Agreement. Accordingly, Registrant acknowledges that it has freely entered into this "Discrete Royalty Rate" agreement instead of the alternative "Blended Royalty Rate" agreement.

4. Procedure for Applying for Limited Releases

4.1 Registrant shall apply for a limited release under Philips Touch-Enabled Device Patents for the Past Use Period by (i) timely submitting a Royalty Reporting Form pursuant to Clause 3.1 and (ii) timely paying the initial payment to Philips pursuant to Clause 3.2. Registrant shall apply for a limited release for each additional Reporting Period during the Term by (i) timely submitting a Royalty Reporting Form pursuant to Clause 3.4 and (ii) timely paying the royalties due in full pursuant to Clause 3.5.

- 4.2 Only upon receipt of both of a (i) Royalty Reporting Form completed in all material respects to Philips' reasonable satisfaction and (ii) payment in full of the Balance Due (plus any applicable interest) for the relevant period (e.g. Past Use Period, or a subsequent quarterly Reporting Period), Philips shall grant Registrant a limited release in accordance with Limited Release Agreement of Annex E. Philips shall send such Limited Release Agreement to Registrant's Royalty Reporting Contact by e-mail along with a copy of the Royalty Reporting Form for the relevant Reporting Period within 30 days of the last to be received of (i) said Royalty Reporting Form and (ii) payment in full of the Balance Due (and all interest thereon).
- 4.3 If Registrant submits a Royalty Reporting Form which is deficient in any respect, Philips shall endeavor to promptly notify Registrant of such deficiencies and enable Registrant to correct such deficiencies. Philips shall be under no obligation to issue an invoice, or a limited release, until any deficiencies in a Royalty Reporting Form are corrected to Philips reasonable satisfaction. If Registrant submits payment late, Philips shall be under no obligation to issue a Limited Release Agreement until any interest due and owing is paid in full.
- 4.4 For the avoidance of doubt, the Parties explicitly confirm their understanding and agreement that the releases that may be granted pursuant to Clauses 4.2 and Annex E extend only to Registrant and to those Affiliates which qualify as Affiliates at any period during the Term and, as to any particular Affiliate, only for as long as it continues to be an Affiliate. Furthermore, the releases granted herein shall also not extend to any Philips Patents currently licensed to Registrant under any other agreement(s), which are not intended to be amended hereby, but continue in force in accordance with their terms.
- 4.5 No License, Authorization, or Patent Exhaustion: Registrant acknowledges that this Agreement is not a license agreement. No license or authorization is granted by Philips to use any of the Philips Touch-Enabled Device Patents (or any other Philips Patent) or to make, have made, import, use, offer for Sale, Sell or otherwise dispose of any product. Philips make no promise not to sue Registrant, its Affiliates or their re-sellers, nor any suppliers or customers of Registrant, its Affiliates or their re-sellers, except with respect to those limited releases which have actually been granted in a retrospective manner pursuant to Clause 4.2 and Annex E. Registrant, on behalf of itself and its Affiliates, agree that it will not assert or argue in any dispute, negotiation, arbitration, mediation, legal, or administrative proceeding that by virtue of this Agreement, Philips would have authorized Registrant and its Affiliates, any of their suppliers, re-sellers, downstream customers or end users to make, have made, import, use, sell, offer to sell, place any product on the market, or to exhaust any patent, prior to the issuance of a retrospective limited release pursuant to Clause 4.2 and Annex E for the Qualified Products specified in such release. Nothing in this Agreement is intended as a grant or waiver of any right not expressly granted herein, whether by implication, estoppel or otherwise.

4.6 Patent Lists; Additional Patents:

Registrant acknowledges and agrees that Annex B may be updated by Philips from time to time to reflect changes in the status of the Philips Touch-Enabled Device Patents. Philips shall notify Registrant of any such amendment to Annex B, e.g. by publishing it on its internet page at www.ip.philips.com.

If during the Term Philips discovers additional Patent(s) which are relevant to Qualified Products, then Philips may at its sole discretion offer to Registrant to add such Patent(s) to Appendix B. In such event, Philips shall notify company of such proposed addition and whether the additional Patents are within an existing Feature Set or a new Feature Set, and Registrant may elect in writing to add such patent(s) to Appendix B on the terms and within the time frame offered by Philips. Notwithstanding the foregoing, Philips shall be under no obligation to propose additional Patents to Appendix B, and Registrant shall be under no obligation to accept any such proposed additions.

- 4.7 Philips reserves the right to change the process of royalty reporting and invoicing (pursuant to Clause 3.4) and/or issuance of releases (pursuant to Clause 4.2 and Annex E) to an electronic internet-based reporting system (operated by Philips or a third party) at any time during the Term. Philips shall provide Registrant with reasonable notice and training materials, and reasonable time to adapt its processes to use such internet based system. If Philips contracts with a third party to implement such reporting system, Philips will ensure that such provider is subject to confidentiality obligations no less restrictive than Philips' obligations provided in this Agreement.

5. Confidentiality

- 5.1 Each Party and its Affiliates shall keep the terms and conditions of this Agreement confidential and shall not disclose any of the terms or conditions of this Agreement to any third party, except to external auditors, legal representatives and to the competent courts to the extent this is required by either Party in connection with the enforcement of its rights under this Agreement or at law.
- 5.2 Philips shall, during the Term and for a period of 5 years thereafter, not disclose to any third party any confidential information obtained from Registrant in connection with Clause 3, except that Philips may disclose such information to (i) its employees engaged in Philips' licensing programs, its external auditors, legal representatives and to the competent courts and (ii) suppliers, customers and re-sellers, to the extent this is required by Philips in connection with the enforcement of its rights under this Agreement or at law, including, without limitation, to:
- (a) verify accuracy of information reported on a Royalty Reporting Form;
 - (b) ensure compliance with any royalty or other payment obligation;

- (c) confirm the infringement or release status of any Qualified Product under any Philips Touch-Enabled Device Patent;
- (d) disclose the information to an auditor for any purpose indicated in this Agreement; or
- (e) enforce Philips Touch-Enabled Device Patents;

provided, however, that if Philips discloses any such information to suppliers, customers and re-sellers for any of the above purposes, Philips will limit the disclosure to only information pertaining to that respective supplier, customer or re-seller. By way of example, in checking reporting on procurement from a particular supplier, Philips may disclose the quantities reported by Registrant as having been procured from that supplier, but not disclose products reported as being sourced from other suppliers, or the customers or re-sellers such products were sold to.

5.3 Each Party shall be at liberty to disclose to its business contacts (customers, suppliers, Registrants) that a settlement has been reached and this Agreement is concluded; in addition, Philips is authorized to add the names of Registrant and its Affiliates and related trademarks to the list of Registrants on its website, which is currently www.ip.philips.com, and may remove the names of Registrant and its Affiliates in case of non-compliance. A general, factual, non-product-related statement by Registrant and its Affiliates that Registrant has an agreement (but not a license) to pay royalties to Philips in relation to Philips Touch-Enabled Device Patents, either orally or on Registrant's website, on blogs or social media, is permitted. Notwithstanding the previous sentence, any reference to this Agreement by Registrant or any of its Affiliates on packaging and/or marketing materials, including but not limited to references in its brochures, leaflets, advertising and TV/radio commercials, shall require the prior written consent of Philips.

5.4 The obligations of either Party under Clauses 5.1, 5.2 and 5.3 shall not apply to the extent such information:

- (a) has, after the Effective Date, been published or otherwise generally made available to the public, except in consequence of a willful or negligent act or omission by the other Party to this Agreement in breach of its confidentiality obligations under this Clause 4;
- (b) have been made available to the recipient party by a third party who is entitled to divulge such information and is not under any obligation of confidentiality in respect of such information to the other party or which has been disclosed under an express statement that it is not confidential;
- (c) has been independently developed by the recipient party other than in the course of the exercise of that party's rights under this Agreement or the implementation of this Agreement; or
- (d) is information which the recipient party can prove was already known to it before, or was developed independently of, its receipt from the disclosing party.

6. No Warranty; Indemnification

- 6.1 It is acknowledged by Registrant that third parties may own intellectual property rights in the field of Qualified Products. Philips makes no warranty whatsoever that the manufacture, procurement or Sale of Qualified Products does not infringe or will not cause infringement of intellectual property rights of any third party.
- 6.2 Registrant acknowledges that Philips may own intellectual property rights other than the Philips Touch-Enabled Device Patents that may be relevant to other aspects of Qualified Products covered by such Patents listed on Annex B. Philips makes no warranty whatsoever that the manufacture, procurement or Sale of Qualified Products does not infringe or will not cause infringement of any intellectual property rights other than the Philips Touch-Enabled Device Patents.
- 6.3 Registrant shall defend, indemnify and hold Philips and its Affiliates harmless from and against any and all third party claims in connection with Qualified Products manufactured, procured or Sold by Registrant and/or its Affiliates and its and their re-sellers.

7. Term and termination

- 7.1 Term and Expiration: This Agreement shall enter into force on the Effective Date and shall remain in force during the Term, unless terminated earlier in accordance with its provisions. Any termination or expiration shall not affect any royalty payment or other obligation under this Agreement accrued prior to such termination, and therefore each provision in Clause 2 shall survive termination or expiration of this Agreement until fully satisfied.
- 7.2 Change of Control; Divestment: In the event of the sale of all or substantially all of the assets of Registrant (or any of its Affiliates), Philips may terminate this Agreement as to Registrant (or the relevant Affiliate) by written notice to Registrant. If any Affiliate of Registrant ceases to be an Affiliate of Registrant, all rights hereunder shall terminate as to that company only, with immediate effect from the date of the event causing the change of status. Registrant undertakes to inform Philips promptly, in writing, on the occurrence of any such event.
- 7.3 Termination: Without prejudice to the provisions of Clauses 7.4 and 7.5, each Party may terminate this Agreement at any time by means of a written notice to the other Party if the other Party fails to perform any obligation under this Agreement and such failure is not remedied within 30 days after receipt of a notice specifying the nature of such failure and requiring it to be remedied. Such right of termination shall not be exclusive of any other right or remedy to which the non-breaching Party may be entitled and all such remedies shall be cumulative.

- 7.4 **Immediate Termination:** Philips shall be entitled to terminate this Agreement forthwith by means of a written notice to Registrant in the event Registrant or any of its Affiliates, a partner in a joint venture, or any other party benefitting from this Agreement: (i) files a patent infringement suit or any other action to enforce a Patent relevant to any product sold by Philips without having first offered a license on reasonable and non-discriminatory terms or (ii) challenges the validity of any Philips Touch-Enabled Device Patent.
- 7.5 **Receivership/Bankruptcy:** Philips may terminate this Agreement forthwith by means of a written notice to Registrant if a creditor or other claimant takes possession of, or a receiver, administrator or similar officer is appointed over any of the assets of Registrant or any of its Affiliates, or if Registrant or any of its Affiliates makes any voluntary arrangement with its creditors or becomes subject to any court or administration order pursuant to any bankruptcy or insolvency law.
- 7.6 **Consequences of Expiration and Termination:** Upon the termination of this Agreement for any reason pursuant to this Clause 7, Registrant and its Affiliates shall immediately cease the manufacture, procurement and Sale of Qualified Products manufactured by an unlicensed manufacturer (including but not limited to Registrant and any of its Affiliates). Further, upon such termination, any and all amounts outstanding hereunder shall become immediately due and payable.

Within 30 days following the expiration or termination of this Agreement, Registrant shall submit to Philips a final certified Royalty Reporting Form on the number of Qualified Products in stock at the time of expiration or termination of this Agreement. Royalties, calculated in accordance with Clause 3, shall be due and payable for all Qualified Products manufactured prior to but remaining in stock with Registrant on the date of expiration or termination of this Agreement. Philips shall e-mail a Limited Release Agreement along with a copy of said final Royalty Reporting Form to Registrant's Royalty Reporting Contact within 30 days of the last to be received of (i) said final Royalty Reporting Form and (ii) payment in full of the Balance Due (and all interest due thereon).

8. Miscellaneous

- 8.1 **Notice:** Any notice, other than the Royalty Reporting Forms, by either Party under this Agreement shall be given in writing and signed by an authorized representative of the notifying Party by means of a letter, facsimile or electronic mail directed as follows:

If to Philips: Koninklijke Philips N.V.
c/o Philips Intellectual Property & Standards
Building HTC-5
P.O. Box 220

**5600 AE Eindhoven
The Netherlands
Fax +31 40 27 43489
Attention: IP&S General Manager BG Licensing**

**If to Registrant: Registrant's Address for Notices
(indicated on the Cover Sheet)**

- 8.2 Integration:** This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes and replaces all prior arrangements, discussions and understandings between the Parties relating thereto. No variation of this Agreement shall be binding upon either Party unless made by means of a single written instrument, signed by an authorized representative of each of the Parties.
- 8.3** Nothing in this Agreement shall be construed as:
- (a) imposing on Philips and its Affiliates any obligation to instigate any suit or action for infringement of any of the Philips Touch-Enabled Device Patents or to defend any suit or action brought by a third party challenging the validity of any such Patents. Registrant and its Affiliates shall have no right to instigate any such suit or action for infringement of any of the Philips Touch-Enabled Device Patents or to defend any such suit or action challenging the validity of any such Philips Touch-Enabled Device Patents;
 - (b) imposing any obligation on Philips and its Affiliates to file, to secure or to maintain any Patent in force;
 - (c) a warranty or representation by Philips as to the validity or Qualified of any of the Philips Touch-Enabled Device Patents;
 - (d) conferring any license or right to copy or imitate the appearance and/or design of any product of Philips or its Affiliates;
 - (e) granting by implication, estoppel, or otherwise any licenses or rights under any patent or patent application other than the Philips Touch-Enabled Device Patents;
 - (f) conferring any license or other rights to manufacture, procure, sell or otherwise dispose of any product or device other than a Qualified Product under this Agreement;
 - (g) unless otherwise provided in this Agreement, an obligation to provide any manufacturing or technical information, or any information concerning pending patent applications;
 - (h) conferring a right to use in advertising, publicity or otherwise, any trademark or trade name of Philips or its Affiliates.
- 8.4 Free to Prosecute and Abandon:** Registrant acknowledges and agrees that Philips is entitled to abandon and apply for amendments to any of the Philips Touch-Enabled

Device Patents. Registrant consents to such abandonment or amendment as Philips or its Affiliates may undertake or apply for in the future.

- 8.5 No Waiver:** Neither the failure nor the delay of either Party to enforce any provision of this Agreement shall constitute a waiver of such provision or of the right of either Party to enforce each and every provision of this Agreement.
- 8.6** All provisions of this Agreement intended to survive (whether express or implied) the expiry or termination of this Agreement shall so survive. Expiration or termination of the Agreement shall not relieve the Parties of their obligations accrued prior to such expiration or termination, and all rights and obligations of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and shall apply to and be binding upon the Parties' respective successors and permitted assignees.

For the avoidance of doubt and without any limitation, the following provisions of this Agreement shall survive expiration or termination of this Agreement:

- a) The obligation of Registrant to pay all royalties accrued as of the Effective Date up to the date of expiration or termination of this Agreement, including any interest on overdue royalties, if any;
 - b) The provisions of Clauses 3 and 4 of this Agreement;
 - c) The obligation of the Parties and their Affiliates to maintain information in confidence regarding the terms of this Agreement and the performance of the Parties under this Agreement;
 - d) Any cause of action or claim of Philips accrued or to accrue because of any breach or default by Registrant.
- 8.7 Severability:** Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof.
- 8.8 Assignment:** This Agreement shall inure to the benefit of and be binding upon each of the Parties. Any assignment of this Agreement in whole or in part by Registrant requires the prior written consent of Philips. Any such assignment shall be done by means of a single written instrument, signed by a duly authorized representative of each Party. Philips shall have the right to assign this Agreement without the prior written authorization of Registrant, and Philips shall notify Registrant upon any such assignment.
- 8.9 Export Laws and Regulations:** Registrant hereby acknowledges that the rights and obligations of the Agreement may be subject to the laws and regulations relating to the export of Qualified Products and Exempt Products. Without limitation, Registrant shall comply with all such laws and regulations. Registrant shall indemnify Philips in respect

of any claims and damages resulting from Registrant's conduct in contravention of the aforementioned export control laws and regulations.

8.10 Applicable law: This Agreement shall be governed by and construed in accordance with the laws of the Governing Law, without reference to its conflict of laws principles.

8.11 Jurisdiction: Any dispute under or in connection with this Agreement (including any question regarding its existence, validity or termination) that cannot be settled amicably shall be submitted to the Court(s) with Primary Jurisdiction; provided always, that if Philips is the plaintiff, it may, alternatively and in its sole discretion, submit such dispute to the competent court in the Country of Registration, or to the competent courts in any country where Registrant or its Affiliates are otherwise located or have facilities, or to the competent courts in any country in which Registrant, its Affiliates or its re-sellers sell or otherwise dispose of Qualified Products. Registrant irrevocably waives any rights it may have to object to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to this Agreement, to the maximum extent permitted by the law of any jurisdiction, or to the laws which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.

8.12 Arbitration in the Hong Kong SAR: If "Arbitration in the Honk Kong SAR" is checked at the head of this Agreement, this Clause 8.12 shall apply instead of Clause 8.11. Any dispute between the Parties in connection with this Agreement (including any question regarding its existence, validity or termination) shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in effect at the time of applying for arbitration and as may be amended by the remainder of this Clause 8.12. The arbitration award shall be final and binding upon the Parties. The arbitration shall be conducted as follows:

- (a) the arbitration institute shall be the International Court of Arbitration of the ICC;
- (b) the place of arbitration shall be Hong Kong;
- (c) the language of the arbitration shall be English;
- (d) the arbitral tribunal (hereinafter referred to as "the tribunal") shall be comprised of an arbitrator or arbitrators appointed as follows:
 - (i) the Parties shall agree on a sole arbitrator;
 - (ii) if the Parties fail to agree on a sole arbitrator within 45 days from the date when the claimant's request for arbitration has been received by the other Party, each Party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal;
 - (iii) if either Party fails to appoint an arbitrator within 21 days of receiving notice of appointment of an arbitrator by the other

Party, such arbitrator shall, at the written request of that other Party, be appointed by the International Court of arbitration of the ICC;

- (iii) if the two arbitrators to be appointed by the Parties fail to agree upon a third arbitrator within 30 days of appointment of the second arbitrator, the third arbitrator shall be appointed by the International Court of Arbitration of the ICC at the written request of either Party.

Should a vacancy arise because any arbitrator dies, resigns, refuses to act, or becomes incapable of performing his/her functions, the vacancy shall be filled by the method which by which that arbitrator was originally appointed. When a vacancy is filled, the newly established tribunal shall exercise the discretion to determine whether any hearings shall be repeated.

Any arbitrator appointed to act in an arbitration under this Clause 8.12 shall be a lawyer in private practice, qualified to practice in one or more of the Hong Kong SAR, the United States of America, Germany or the United Kingdom, shall be fluent in the English language, and shall not be a national of either the Country of Registration or The Netherlands.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

Koninklijke Philips N.V.

Registrant

Brian Hinman
Chief Intellectual Property Officer
Date:

Name:
Title:
Date:

ANNEX A
Territory

Territory:

ANNEX B
List of Feature Sets With Related Patent Families
List of Philips Touch-Enabled Device Patents

List of Feature Sets With Related Patent Families

A	B	C	D	E	F	G	H	I	J	K
US\$0.10	US\$0.10	US\$0.10	US\$0.25	US\$0.25	US\$0.25	US\$0.25	US\$0.25	US\$0.40	US\$0.25	US\$0.40
AMR	WMA/FLAC	AUDIO INTERFACING	AUTHENTICATION/DRM	BACKLIGHTING	CHIPSET & ACCELEROMETER DESIGN	COMPILER/SOFTWARE ARCHITECTURE	DLNA/CONNECTIVITY	GRAPHICAL USER INTERFACES	STREAMING & SERVICES	TOUCH SCREEN INTERFACES
AMR Encoding	Windows Media Audio	Audio over HDMI Pause burst	Distance Measurement Authentication	Adjustable Backlight Intensity	Chip Protocols	JIT compiler	Downloadable Abstract Model	Personalized Data Lists	Subtitle timestamp	Touch Screen Zooming 1
AMR Decoding	Compressed and Non-compressed Audio	Audio over HDMI IEC preamble	VOD Authentication	Backlight Compensation	ARM Instruction Set	Hardware virtual machine Interpreter	Host-Item Identification	Selection from Mosaic	Subtitle duration	Touch Screen Zooming 2
AMR Decoding #2		Audio over HDMI Muting	DRM systems	Led backlighting using 2D LED array	Separate power control over independent cores	App Controlling Second App	Automatic app download for accessory	Gravitational Controlled GUI	Live Streaming via file segments	Sub-Character Display
AMR WB Decoding			Temporal Proximity	Enhancing Secondary Color	Activity Monitor		Embedding Object ID in URL	Carousel Menu	Environment aware user conversation	Touch Screen Interfaces
			Secure Locality Verification					Displaying Ringtones	Recommendation based on present scene	Touch Screen with Shifted View
								Menu Blending		Charge Pumping
								2-Way Messaging		Touch screen with pressure dependent feedback
								GUI with Control Bands		Two axis navigation control
								Location Alarm		
								Additional information in video segments		
								Helper character #1		
								Keyframe scrolling		
								Helper character #2		

Country	Patent Title	Technology	Philips refs	Application no	Filing date	Grant no.	Grant date
AR	Windows Media Audio	WMA/FLAC	1994PF01130	313900	1995-Oct-19	255977	2003-Nov-10
AR	AMR Encoding	AMR	1996PF01075	P970100566	1997-Feb-13	AR007765	2007-Jun-29
AR	AMR Decoding	AMR	1996PF01154	P970100567	1997-Feb-13	AR006972	2007-May-31
AT	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	E188826	2000-Jan-12
AT	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	E188327	1999-Dec-29
AT	Windows Media Audio	WMA/FLAC	1994PF01130	95932143.1	1995-Oct-06	E214524	2002-Mar-13
AT	Subtitle duration	Streaming and services	1995PF01070	95921025.1	1996-Jul-12	E213113	2002-Feb-06
AT	Audio over HDMI - Pause burst	Audio interfacing	1995PF01085	96935295.4	1996-Nov-21	E206859	2001-Oct-10
AT	Audio over HDMI - Muting	Audio interfacing	1997PF01435	98912649.5	1998-Apr-20	E244920	2003-Jul-09
AT	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31
AU	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95-70821	1995-Apr-10	685355	1998-May-21
AU	Subtitle timestamp	Streaming and services	1994PF00960	96-45040	1995-Dec-12	701684	1999-May-20
AU	Windows Media Audio	WMA/FLAC	1994PF01130	95-35316	1995-Oct-06	697176	1999-Jan-14
BE	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
BE	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
BE	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-06
BE	Audio over HDMI - Muting	Audio interfacing	1997PF01435	98912649.5	1998-Apr-20	0920598	2003-Jul-09
BE	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31
BR	Selection from Mosaic	Graphical User Interfaces	1994PF00820	P9507363.9	1995-Apr-10	P9507363.9	2003-Apr-15
BR	Subtitle timestamp	Streaming and services	1994PF00960	P9510769.0	1995-Dec-12	P9510769	2004-Aug-31
BR	Subtitle timestamp	Streaming and services	1994PF00960	P9506773.6	1995-Dec-12	P9506773.6	2003-Oct-14
BR	Windows Media Audio	WMA/FLAC	1994PF01130	P9506449.4	1995-Oct-06	P9506449.4	2002-Mar-19
BR	AMR Encoding	AMR	1996PF01075	P9702072-9	1997-Jan-31	P9702072-9	2009-Feb-25
BR	Audio over HDMI - Muting	Audio interfacing	1997PF01435	P9804955.0	1998-Apr-20	P9804955.0	2009-Dec-29
CA	Selection from Mosaic	Graphical User Interfaces	1994PF00820	2187796	1995-Apr-10	2187796	2010-Jun-29
CA	Subtitle timestamp	Streaming and services	1994PF00960	2183257	1995-Dec-12	2183257	2011-Aug-02
CA	Subtitle duration	Streaming and services	1995PF01070	2200335	1996-Jul-12	2200335	2012-Jan-24
CA	AMR Encoding	AMR	1996PF01075	2218217	1997-Jan-31	2218217	2004-Dec-07
CA	AMR Decoding	AMR	1996PF01154	2218223	1997-Jan-31	2218223	2006-Mar-28
CA	DRM systems	Authentication/DRM	1999PF01862	2332034	2000-Mar-14	2332034	2008-Jun-29
CH	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
CH	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
CH	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-06
CH	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31
CN	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95193432.5	1995-Apr-10	95193432.5	2002-May-15
CN	Subtitle timestamp	Streaming and services	1994PF00960	200410063455	1995-Dec-12	200410063455.4	2007-Nov-07
CN	Subtitle timestamp	Streaming and services	1994PF00960	95193413.3	1995-Dec-12	95193413.3	2004-Sep-08
CN	Windows Media Audio	WMA/FLAC	1994PF01130	02103359.5	1995-Oct-06	n.a.	n.a.
CN	Windows Media Audio	WMA/FLAC	1994PF01130	95191760.9	1995-Oct-06	95191760.9	2002-Nov-27
CN	Subtitle duration	Streaming and services	1995PF01070	96190772.X	1996-Jul-12	96190772.X	2004-Dec-08
CN	Subtitle duration	Streaming and services	1995PF01070	200610084733	1996-Jul-12	200610084733.3	2010-Oct-13
CN	Subtitle duration	Streaming and services	1995PF01070	200410069653	1996-Jul-12	200410069653.1	2007-Jul-11
CN	Audio over HDMI - Pause burst	Audio interfacing	1995PF01085	96192855.7	1996-Nov-21	96192855.7	2005-May-18

CN	Downloadable Abstract Model	DLNA/connectivity	1996PF00270	97192052.4	1997-Aug-21	97192052.4	2004-Feb-18
CN	Displaying Ringbones	Graphical User Interfaces	1996PF01932	97193314.6	1997-Nov-13	97193314.6	2005-Mar-09
CN	AMR Encoding	AMR	1996PF01075	97190355.7	1997-Jan-31	97190355.7	2004-Apr-14
CN	AMR Decoding	AMR	1996PF01154	97190354.9	1997-Jan-31	97190354.9	2003-Jul-09
CN	Menu Blending	Graphical User Interfaces	1996PF01156	97190487.1	1997-Apr-30	1003522288	2007-Nov-28
CN	AMR Decoding #2	AMR	1997PF01118	98800410.0	1998-Jan-22	98800410.0	2004-Jan-21
CN	Audio over HDMI - Muting	Audio Interfacing	1997PF01435	98801122.0	1998-Apr-20	98801122.0	2003-Oct-08
CN	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	99800485.5	1999-Feb-15	99800485.5	2004-Sep-08
CN	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	99800722.6	1999-Mar-02	99800722.6	2004-Jul-14
CN	Location Alarm	Graphical User Interfaces	1999PF00451	00806655.8	2000-Dec-26	00806655.8	2004-Apr-07
CN	AMR WB Decoding	AMR	1999PF01844	00802758.7	2000-Oct-19	00802758.7	2005-Mar-09
CN	Backlight Compensation	Backlighting	2001PF00165	01807031.0	2001-Dec-19	01807031.0	2006-Aug-09
CN	Helper character #1	Graphical User Interfaces	2001PF01209	02800272.5	2002-Jan-15	CN1322402-C	2007-Jun-20
CN	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02801292.5	2002-Apr-09	100346420	2007-Oct-31
CN	Temporal Proximity	Authentication/DRM	2001PF01419	02812883.4	2002-Jun-28	02812883.4	2009-Oct-14
CN	Temporal Proximity	Authentication/DRM	2001PF01419	200710092190	2002-Jun-28	200710092190.4	2013-Jul-24
CN	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	02826403.7	2002-Dec-13	n.a.	n.a.
CN	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	201110215608	2002-Dec-13	n.a.	n.a.
CN	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	201010207329	2002-Dec-13	201010207329.7	2013-Feb-06
CN	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	n.a.	2002-Dec-13	n.a.	n.a.
CN	Helper character #2	Graphical User Interfaces	2002PF01555	03802008.4	2003-Jan-07	03802008.4	2006-Sep-27
CN	Helper character #2	Graphical User Interfaces	2002PF01624	03811753.3	2003-Apr-26	03811753.3	2007-May-16
CN	Separate power control over independent cores	Chipset and accelerometer design	2002PF01850	03814434.4	2003-Jun-16	03814434.4	2009-Aug-19
CN	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03817847.8	2003-Jun-27	03817847.8	2010-Sep-01
CN	Secure Locality Verification	Authentication/DRM	2002PF02421	201310140077	2003-Sep-22	n.a.	n.a.
CN	Secure Locality Verification	Authentication/DRM	2002PF02421	03823268.5	2003-Sep-22	03823268.5	2013-Oct-30
CN	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	200380104513	2003-Nov-26	n.a.	n.a.
CN	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	200910176285	2003-Nov-26	n.a.	n.a.
CN	Activity Monitor	Chipset and accelerometer design	2002PF02819	200380105500	2003-Nov-21	200380105500.1	2009-Oct-14
CN	Charge Pumping	Touch Screen Interfaces	2003PF00304	200480012106	2004-Apr-28	200480012106.8	2010-Aug-04
CN	App Controlling Second App	Compiler/Software Architecture	2003PF01181	200380109410	2003-Dec-16	200380109410.X	2008-Aug-06
CN	Embedding Object ID in URL	DLNA/connectivity	2003PF02007	200480018744	2004-Jun-28	200480018744.0	2009-Jul-29
CN	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	200580026256	2005-Jul-21	200580026256.9	2010-Jan-27
CN	Two axis navigation control	Touch Screen Interfaces	2007PF01686	200880118208	2008-Nov-21	n.a.	n.a.
CN	Two axis navigation control	Touch Screen Interfaces	2007PF01686	n.a.	2008-Nov-21	n.a.	n.a.
CZ	Windows Media Audio	WMA/FLAC	1994PF01130	96-PV2000	1995-Oct-06	294349	2004-Oct-07
DE	Personalized Data Lists	Graphical User Interfaces	1993PF00550	94201523.1	1994-May-30	69422659.9	2000-Jan-19
DE	JIT compiler	Compiler/Software Architecture	1993PF00857	94202038.9	1994-Jul-14	69434845.7	2006-Sep-13
DE	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	69514508.8	2000-Jan-12
DE	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	69514212.7	1999-Dec-29
DE	Windows Media Audio	WMA/FLAC	1994PF01130	95932143.1	1995-Oct-06	69525836.2	2002-Mar-13
DE	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	69619091.5	2002-Feb-06
DE	Audio over HDMI - Pause burst	Audio Interfacing	1995PF01085	96935295.4	1996-Nov-21	69615826.4	2001-Oct-10
DE	Audio over HDMI - IEC preamble	Audio Interfacing	1995PF01094	96939497.4	1996-Sep-25	69638630.5	2013-Dec-11
DE	Gravitational Controlled GUI	Graphical User Interfaces	1995PF01122	96900407.6	1996-Jan-26	69623704.0	2002-Sep-18

DE	Carousel Menu	Graphical User Interfaces	1996PF00173	9790543.7	1997-Nov-10	69732767.1	2005-Mar-16
DE	Downloadable Abstract Model	DUNA/connectivity	1996PF00270	97933825.8	1997-Aug-21	69737525.0	2007-Mar-28
DE	Displaying Ringtones	Graphical User Interfaces	1996PF01032	97910575.6	1997-Nov-13	69735161.0	2006-Jan-25
DE	AMR Encoding	AMR	1996PF01075	97900709.3	1997-Jan-31	69732746.9	2005-Mar-16
DE	AMR Decoding	AMR	1996PF01154	97900710.1	1997-Jan-31	69731588.6	2004-Nov-17
DE	Menu Blending	Graphical User Interfaces	1996PF01156	97916613.9	1997-Apr-30	69728014.4	2004-Mar-10
DE	GUI with Control Bands	Graphical User Interfaces	1997PF00732	98095682.1	1998-Apr-02	69815996.9	2003-Jul-02
DE	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	98940511.3	1998-Sep-17	69820027.6	2003-Nov-26
DE	Host-item identification	DUNA/connectivity	1997PF01080	98903223.0	1998-Feb-27	69810248.5	2002-Dec-18
DE	AMR Decoding #2	AMR	1997PF01118	06118093.1	1998-Jan-22	69842417.4	2011-Sep-21
DE	AMR Decoding #3	AMR	1997PF01118	9890374.9	1998-Jan-22	69836454.6	2006-Nov-22
DE	Audio over HDMI - Muting	Audio Interfacing	1997PF01435	98912649.5	1998-Apr-20	69816242.0	2003-Jul-09
DE	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	99901945.0	1999-Feb-15	69910710.5	2003-Aug-27
DE	Location Alarm	Graphical User Interfaces	1999PF00451	00985206.2	2000-Dec-20	60044392.2	2010-May-12
DE	AMR WB Decoding	AMR	1999PF01844	00975894.7	2000-Oct-19	60019268.7	2005-Apr-06
DE	DRM systems	Authentication/DRM	1999PF01862	00920502.2	2000-Mar-14	60015269.3	2004-Oct-27
DE	Environment aware user conversation	Streaming and services	2000PF01366	01982931.4	2001-Oct-24	60043994.5	2011-Feb-02
DE	Backlight Compensation	Backlighting	2001PF00165	01273474.5	2001-Dec-19	60128143.8	2007-Apr-25
DE	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02770384.3	2002-Apr-09	60224024.7	2007-Dec-12
DE	Temporal Proximity	Authentication/DRM	2001PF01419	02741045.5	2002-Jun-28	60244217.6	2012-Dec-12
DE	Helper character #2	Graphical User Interfaces	2002PF01555	08155726.6	2003-Jan-07	1956468	2014-May-21
DE	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	60338312.2	2011-Aug-31
DE	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03766508.0	2003-Jun-27	60325059.9	2008-Dec-03
DE	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF07681	03780537.1	2003-Nov-26	60344480.6	2013-Jul-10
DE	Activity Monitor	Chipset and accelerometer design	2002PF07681	03777500.9	2003-Nov-21	60321379.0	2008-May-28
DE	Charge Pumping	Touch Screen Interfaces	2003PF00304	04729944.1	2004-Apr-28	60200409916.3	2007-Nov-07
DE	Embedding Object ID in URL	DUNA/connectivity	2003PF02007	04737198.4	2004-Jun-28	602004011517.7	2008-Jan-23
DE	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	05770921.4	2005-Jul-21	602005023897.2	2010-Sep-29
DK	Selection from Mosaic	Graphical User Interfaces	1594PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
DK	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
DK	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0767404	2002-Feb-06
DK	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31
EP	JIT compiler	Compiler/Software Architecture	1993PF00957	06117920.0	1994-Jul-14	n.a.	n.a.
EP	Audio over HDMI - IEC preamble	Audio Interfacing	1995PF01094	96929497.4	1996-Sep-25	0843920	2013-Dec-11
EP	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01084	03101820.3	1998-Sep-17	n.a.	n.a.
EP	ARM Instruction Set	Chipset and accelerometer design	1998PF01015	99902775.8	1999-Feb-22	n.a.	n.a.
EP	Location Alarm	Graphical User Interfaces	1999PF00451	10155134.9	2000-Dec-20	n.a.	n.a.
EP	Additional information in video segments	Graphical User Interfaces	1999PF01036	00951340.9	2000-Jul-04	n.a.	n.a.
EP	Environment aware user conversation	Streaming and services	2000PF01366	01992931.4	2001-Oct-24	1415218	2011-Feb-02
EP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	13184226.2	2002-Dec-13	n.a.	n.a.
EP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	n.a.	2002-Dec-13	n.a.	n.a.
EP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	13184227.0	2002-Dec-13	n.a.	n.a.
EP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	02790580.1	2002-Dec-13	n.a.	n.a.
EP	Helper character #2	Graphical User Interfaces	2002PF01555	08155726.6	2003-Jan-07	1956468	2014-May-21
EP	Separate power control over independent cores	Chipset and accelerometer design	2002PF01850	03739919.7	2003-Feb-16	n.a.	n.a.

EP	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	03780537.1	2003-Nov-26	1567927	2013-Jul-10
EP	Two axis navigation control	Touch Screen Interfaces	2007PF01686	08853483.9	2008-Nov-21	n.a.	n.a.
EP	Two axis navigation control	Touch Screen Interfaces	2007PF01686	14161214.3	2008-Nov-21	n.a.	n.a.
ES	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	2143622	2000-Jan-12
ES	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	2143092	1999-Dec-29
ES	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-06
ES	AMR Decoding #2	AMR	1997PF01118	06118093.1	1998-Jan-22	1710787	2011-Sep-21
ES	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02720384.3	2002-Apr-09	1382040	2007-Dec-12
ES	Temporal Proximity	Authentication/DRM	2001PF01419	02741045.5	2002-Jun-28	1405482	2012-Dec-12
ES	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31
ES	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03766508.0	2003-Jun-27	1527586	2008-Dec-03
FI	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-06
FR	Personalized Data Lists	Graphical User Interfaces	1993PF00550	94201523.1	1994-May-30	0628919	2000-Jan-19
FR	JIT compiler	Compiler/Software Architecture	1993PF00857	94202038.9	1994-Jul-14	0535783	2006-Sep-13
FR	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
FR	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
FR	Windows Media Audio	WMMA/FLAC	1994PF01130	95932143.1	1995-Oct-06	0738441	2002-Mar-13
FR	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-06
FR	Audio over HDMI - Pause burst	Audio interfacing	1995PF01085	96935295.4	1996-Nov-21	0811295	2001-Oct-10
FR	Audio over HDMI - FEC preamble	Audio interfacing	1995PF01094	96929497.4	1996-Sep-25	0943920	2013-Dec-11
FR	Gravitational Controlled GUI	Graphical User Interfaces	1995PF01122	96900407.6	1996-Jan-26	0755536	2002-Sep-18
FR	Carousel Menu	Graphical User Interfaces	1995PF00173	97906543.7	1997-Nov-10	0880887	2005-Mar-16
FR	Downloadable Abstract Model	DUNA/connectivity	1996PF00270	97933825.8	1997-Aug-21	0867004	2007-Mar-28
FR	Displaying Ringtones	Graphical User Interfaces	1996PF01032	97910575.6	1997-Nov-13	0880847	2006-Jan-25
FR	AMR Encoding	AMR	1996PF01075	97900709.3	1997-Jan-31	0821848	2005-Mar-16
FR	AMR Decoding	AMR	1996PF01154	97900710.1	1997-Jan-31	0821849	2004-Nov-17
FR	Menu Blending	Graphical User Interfaces	1996PF01156	97916613.9	1997-Apr-30	0838117	2004-Mar-10
FR	GUI with Control Bands	Graphical User Interfaces	1997PF00732	98909682.1	1998-Apr-02	0915021	2003-Jul-02
FR	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	98940511.3	1998-Sep-17	0950216	2003-Nov-26
FR	Host-Item Identification	DUNA/connectivity	1997PF01080	98903273.0	1998-Feb-27	0916316	2002-Dec-18
FR	AMR Decoding #2	AMR	1997PF01118	06118093.1	1998-Jan-22	1710787	2011-Sep-21
FR	AMR Decoding #2	AMR	1997PF01118	98900374.9	1998-Jan-22	0895672	2006-Nov-22
FR	Audio over HDMI - Muting	Audio interfacing	1997PF01435	98912649.5	1998-Apr-20	0920698	2003-Jul-09
FR	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	99901945.0	1999-Feb-15	0990202	2003-Aug-27
FR	Location Alarm	Graphical User Interfaces	1999PF00451	00985206.2	2000-Dec-20	1159718	2010-May-12
FR	AMR WB Decoding	AMR	1999PF01844	00975894.7	2000-Oct-19	1147514	2005-Apr-06
FR	DRM systems	Authentication/DRM	1999PF01862	00920502.2	2000-Mar-14	1086467	2004-Oct-27
FR	Environment aware user conversation	Streaming and services	2000PF01366	01982931.4	2001-Oct-24	1415218	2011-Feb-02
FR	Backlight Compensation	Backlighting	2001PF00165	01273474.5	2001-Dec-19	1356367	2007-Apr-25
FR	Helper character #1	Graphical User Interfaces	2001PF01209	02740051.4	2002-Jan-15	1394134	2008-May-14
FR	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02720384.3	2002-Apr-09	1382040	2007-Dec-12
FR	Temporal Proximity	Authentication/DRM	2001PF01419	02741045.5	2002-Jun-28	1405482	2012-Dec-12
FR	Helper character #2	Graphical User Interfaces	2002PF01555	08155726.6	2003-Jan-07	1956468	2014-May-21
FR	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03766508.0	2003-Jun-27	1973297	2011-Aug-31
FR	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03766508.0	2003-Jun-27	1527586	2008-Dec-03

FR	Touch Screen with Shifted View	Touch Screen Interfaces	2003PF02681	03780537.1	2003-Nov-26	1567927	2013-Jul-10
FR	Activity Monitor	Chipset and accelerometer design	2002PF02819	03772500.9	2003-Nov-21	1571988	2008-May-28
FR	Charge Pumping	Touch Screen Interfaces	2003PF03004	04729944.1	2004-Apr-28	1623313	2007-Nov-07
FR	Embedding Object ID in URL	DUNA/connectivity	2003PF02007	04737198.4	2004-Jun-28	1642417	2008-Jan-23
FR	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	05770821.4	2005-Jul-21	1812892	2010-Sep-29
GB	Personalized Data Lists	Graphical User Interfaces	1993PF00550	94201523.1	1994-May-30	0628919	2000-Jan-19
GB	JIT compiler	Compiler/Software Architecture	1993PF00957	94207038.9	1994-Jul-14	0635783	2005-Sep-13
GB	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
GB	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
GB	Windows Media Audio	WMAA/FLAC	1994PF01130	95932143.1	1995-Oct-06	0738441	2002-Mar-13
GB	Subtitle duration	Streaming and services	1995PF01070	96921025.1	1996-Jul-12	0787404	2002-Feb-05
GB	Audio over HDMI - Pause burst	Audio interfacing	1995PF01085	96935295.4	1996-Nov-21	0811295	2001-Oct-10
GB	Audio over HDMI - IEC preamplifier	Audio interfacing	1995PF01094	96929497.4	1996-Sep-25	0843920	2013-Dec-11
GB	Gravitational Controlled GUI	Graphical User Interfaces	1995PF01122	96900407.6	1996-Jan-26	0755536	2002-Sep-18
GB	Carousel Menu	Graphical User Interfaces	1995PF00873	97909543.7	1997-Nov-10	0808587	2005-Mar-16
GB	Downloadable Abstract Model	DUNA/connectivity	1996PF00270	97933825.8	1997-Aug-21	0867004	2007-Mar-28
GB	Displaying Ringtones	Graphical User Interfaces	1996PF00032	97910575.6	1997-Nov-13	0880847	2006-Jan-25
GB	AMR Encoding	AMR	1996PF01075	97900709.3	1997-Jan-31	0821848	2005-Mar-16
GB	AMR Decoding	AMR	1996PF01154	97900710.1	1997-Jan-31	0821849	2004-Nov-17
GB	Menu Blending	Graphical User Interfaces	1996PF01156	97916613.9	1997-Apr-30	0838117	2004-Mar-10
GB	GUI with Control Bands	Graphical User Interfaces	1997PF00732	98909582.1	1998-Apr-02	0919021	2003-Jul-02
GB	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	98940511.3	1998-Sep-17	0950216	2003-Nov-26
GB	Host-Item Identification	DUNA/connectivity	1997PF01080	98903273.0	1998-Feb-27	0916116	2002-Dec-18
GB	AMR Decoding #1	AMR	1997PF01118	98900324.9	1998-Jan-22	0895672	2006-Nov-22
GB	AMR Decoding #2	AMR	1997PF01118	96118093.1	1998-Jan-22	1710787	2011-Sep-21
GB	Audio over HDMI - Muting	Audio Interfacing	1997PF01435	98912649.5	1998-Apr-20	0920698	2003-Jul-09
GB	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	99901845.0	1999-Feb-15	0990102	2003-Aug-27
GB	Location Alarm	Graphical User Interfaces	1999PF00451	00985206.2	2000-Dec-20	1159718	2010-May-12
GB	AMR WB Decoding	AMR	1999PF01844	00975894.7	2000-Oct-19	1147514	2005-Apr-05
GB	DRM systems	Authentication/DRM	1999PF01862	00920502.2	2000-Mar-14	1086467	2004-Oct-27
GB	Environment aware user conversation	Streaming and services	2000PF01366	01992931.4	2001-Oct-24	1415218	2011-Feb-02
GB	Backlight Compensation	Backlighting	2001PF00165	01273474.5	2001-Dec-19	1356367	2007-Apr-25
GB	Helper character #1	Graphical User Interfaces	2001PF01209	02740053.4	2002-Jan-15	1384134	2008-May-14
GB	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02720384.3	2002-Apr-09	1382040	2007-Dec-12
GB	Temporal Proximity	Authentication/DRM	2002PF01419	02741045.5	2002-Jun-28	1405482	2012-Dec-12
GB	Helper character #2	Graphical User Interfaces	2002PF01555	08155726.6	2003-Jan-07	1956468	2014-May-21
GB	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160311.9	2003-Jun-27	1973297	2011-Aug-31
GB	Distance Measurement Authentication	Authentication/DRM	2002PF02007	03766508.0	2003-Jun-27	1527586	2008-Dec-03
GB	Touch Screen with Shifted View	Touch Screen Interfaces	2003PF02681	03780537.1	2003-Nov-26	1567927	2013-Jul-10
GB	Activity Monitor	Chipset and accelerometer design	2002PF02819	03772500.9	2003-Nov-21	1571988	2008-May-28
GB	Charge Pumping	Touch Screen Interfaces	2003PF03004	04729944.1	2004-Apr-28	1623313	2007-Nov-07
GB	Embedding Object ID in URL	DUNA/connectivity	2003PF02007	04737198.4	2004-Jun-28	1642417	2008-Jan-23
GB	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	05770821.4	2005-Jul-21	1812892	2010-Sep-29
GR	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
GR	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29

GR	Subtitle duration	Streaming and services	96921025.1	1996-Jul-12	0787404	2002-Feb-06
HK	Windows Media Audio	WMA/FLAC	98115314.0	1995-Oct-05	NK1013897	2002-Nov-01
HU	Windows Media Audio	WMA/FLAC	P9601824	1995-Oct-06	215685	1999-Jan-12
HU	Audio over HDMI - Pause burst	Audio Interfacing	P9801262	1996-Nov-21	229538	2013-Dec-11
HU	Audio over HDMI - Muting	Audio Interfacing	P0001912	1998-Apr-20	222630	2003-Jul-15
ID	Subtitle duration	Streaming and services	P-962077	1996-Jun-22	ID0009413	2002-Dec-17
IE	Selection from Mosaic	Graphical User Interfaces	95913309.1	1995-Apr-10	0755604	2000-Jan-12
IE	Subtitle timestamp	Streaming and services	95943555.1	1995-Dec-12	0745307	1999-Dec-29
IN	AMR Encoding	AMR	64/CAL/97	1997-Jan-14	198857	2006-Mar-31
IN	AMR Decoding	AMR	13/PCT/2003	1997-Jan-20	201669	2007-Feb-23
IN	AMR Decoding	AMR	98/CAL/97	1997-Jan-20	191392	2004-May-28
IN	Audio over HDMI - Muting	Audio Interfacing	755/CAL/98	1998-Apr-24	202561	2007-Mar-02
IN	Compressed and Non-compressed Audio	WMA/FLAC	IN/PCT/99/000	1999-Mar-02	210823	2007-Oct-10
IN	Touch Screen with Shifted View	Touch Screen Interfaces	01047/CHENP/2	2003-Nov-26	223319	2008-Sep-09
IN	App Controlling Second App	Compiler/Software Architecture	1746/CHENP/2	2003-Dec-16	223960	2008-Sep-24
IN	Embedding Object ID in URL	DJMA/Connectivity	3567/CHENP/2	2004-Jun-28	220448	2008-May-28
IN	Touch screen with pressure dependent feedback	Touch Screen Interfaces	475/CHENP/20	2005-Jul-21	253116	2012-Jun-26
IN	Two axis navigation control	Touch Screen Interfaces	2600/CHENP/2	2008-Nov-14	n.a.	n.a.
IN	Two axis navigation control	Touch Screen Interfaces	3752/CHENP/2	2008-Nov-21	n.a.	n.a.
IT	Selection from Mosaic	Graphical User Interfaces	95913309.1	1995-Apr-10	0755604	2000-Jan-12
IT	Subtitle timestamp	Streaming and services	95943556.1	1995-Dec-12	0745307	1999-Dec-29
IT	Subtitle duration	Streaming and services	96921025.1	1996-Jul-12	0787404	2002-Feb-06
IT	Audio over HDMI - Pause burst	Audio Interfacing	96935295.4	1996-Nov-21	0811295	2001-Oct-10
IT	AMR Encoding	AMR	97900709.3	1997-Jan-31	0821948	2005-Mar-16
IT	AMR Decoding	AMR	97900710.1	1997-Jan-31	0821849	2004-Nov-17
IT	GUI with Control Bands	Graphical User Interfaces	58905682.1	1998-Apr-02	0919021	2003-Jul-02
IT	AMR Decoding #2	AMR	06118093.1	1998-Jan-22	1710787	2011-Sep-21
IT	Keyframe scrolling	Graphical User Interfaces	02720394.3	2002-Apr-09	1382040	2007-Dec-12
IT	Temporal Proximity	Authentication/DRM	02741045.5	2002-Jun-28	1405482	2012-Dec-12
IT	Distance Measurement Authentication	Authentication/DRM	08160321.9	2003-Jun-27	1973297	2011-Aug-31
IT	Distance Measurement Authentication	Authentication/DRM	03766508.0	2003-Jun-27	1527586	2008-Dec-03
JP	Personalized Data Lists	Graphical User Interfaces	94-120155	1994-Jun-01	3591873	2004-Sep-03
JP	Selection from Mosaic	Graphical User Interfaces	95-526842	1995-Apr-10	4204067	2008-Oct-24
JP	Subtitle timestamp	Streaming and services	07-264991	1995-Dec-12	4658107	2011-Jan-07
JP	Subtitle timestamp	Streaming and services	06-127068	1995-Dec-12	4358838	2009-Aug-14
JP	Subtitle timestamp	Streaming and services	10-197229	1995-Dec-12	4829373	2011-Sep-22
JP	Subtitle timestamp	Streaming and services	96-518541	1995-Dec-12	3918033	2007-Feb-23
JP	Windows Media Audio	WMA/FLAC	96-515158	1995-Oct-06	3390013	2003-Jan-17
JP	Subtitle duration	Streaming and services	07-029641	1996-Jul-12	4443578	2010-Jan-22
JP	Subtitle duration	Streaming and services	97-506485	1996-Jul-12	4442929	2010-Jan-22
JP	Audio over HDMI - Pause burst	Audio Interfacing	97-521104	1996-Nov-21	3986084	2007-Jul-20
JP	Audio over HDMI - Pause burst	Audio Interfacing	06-339470	1996-Nov-21	3983268	2007-Jul-13
JP	Audio over HDMI - IEC preamble	Audio Interfacing	97-514100	1996-Sep-25	4014223	2007-Sep-21
JP	Generational Controlled GUI	Graphical User Interfaces	96-524787	1996-Jan-26	3850032	2006-Sep-08
JP	Carousel Menu	Graphical User Interfaces	98-528572	1997-Nov-10	4040689	2007-Nov-16

JP	AMR Encoding	AMR	1996PF01075	97-529140	1997-Jan-31	97-70327	2007-Jun-15
JP	AMR Decoding	AMR	1996PF01154	97-529141	1997-Jan-31	4097699	2008-Mar-21
JP	Menu Blending	Graphical User Interfaces	1996PF01156	2011-162014	1997-Apr-30	n.a.	n.a.
JP	Menu Blending	Graphical User Interfaces	1996PF01156	2009-39641	1997-Apr-30	5096389	2012-Sep-28
JP	Menu Blending	Graphical User Interfaces	1996PF01156	97-539684	1997-Apr-30	475965	2011-Jun-10
JP	GUI with Control Bands	Graphical User Interfaces	1997PF00732	98-529379	1998-Apr-02	3933708	2007-Mar-30
JP	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	99-521355	1998-Sep-17	3945629	2007-Apr-20
JP	AMR Decoding #2	AMR	1997PF01118	98-529201	1998-Jan-22	n.a.	n.a.
JP	Audio over HDMI - Muting	Audio Interfacing	1997PF01435	98-529418	1998-Apr-20	4460655	2010-Feb-19
JP	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	99-557660	1999-Feb-15	4932979	2012-Feb-24
JP	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	2011-282959	1999-Feb-15	n.a.	n.a.
JP	ARM Instruction Set	Chipset and accelerometer design	1998PF01015	99-546748	1999-Feb-22	4158864	2008-Jul-25
JP	ARM Instruction Set	Chipset and accelerometer design	1998PF01015	2009-268643	1999-Feb-22	4778086	2011-Jul-08
JP	ARM Instruction Set	Chipset and accelerometer design	1998PF01015	08-053652	1999-Feb-22	4672744	2011-Jan-28
JP	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	99-546757	1999-Mar-02	4348026	2009-Jan-23
JP	Location Alarm	Graphical User Interfaces	1999PF00451	01-548368	2000-Dec-20	n.a.	n.a.
JP	Location Alarm	Graphical User Interfaces	1999PF00451	2013-111067	2000-Dec-20	n.a.	n.a.
JP	AMR WB Decoding	Graphical User Interfaces	1999PF01844	01-537725	2000-Oct-19	5220254	2013-Mar-15
JP	DRM systems	Authentication/DRM	1999PF01862	00-606012	2000-Mar-14	4698940	2011-Mar-11
JP	Keyframe scrolling	Graphical User Interfaces	2001PF01362	02-584325	2002-Apr-09	3993106	2007-Aug-03
JP	Temporal Proximity	Authentication/DRM	2001PF01419	2010-276114	2002-Jun-28	5320378	2013-Jul-19
JP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	09-024021	2002-Dec-13	5356849	2013-Sep-06
JP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	03-560552	2002-Dec-13	4981243	2012-Apr-27
JP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	2013-257831	2002-Dec-13	n.a.	n.a.
JP	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	2011-280064	2002-Dec-13	n.a.	n.a.
JP	Separate power control over independent cores	Chipset and accelerometer design	2002PF01850	04-515359	2003-Jun-16	4376782	2009-Sep-18
JP	Distance Measurement Authentication	Authentication/DRM	2002PF02007	04-525600	2003-Jun-27	4644487	2010-Dec-10
JP	Distance Measurement Authentication	Authentication/DRM	2002PF02007	2010-103072	2003-Jun-27	n.a.	n.a.
JP	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	04-556707	2003-Nov-26	4518955	2010-May-28
JP	Activity Monitor	Touch Screen Interfaces	2002PF02819	04-558893	2003-Nov-21	n.a.	n.a.
JP	Charge Pumping	Chipset and accelerometer design	2003PF00304	2006-506587	2004-Apr-28	4729477	2011-Apr-22
JP	App Controlling Second App	Compiler/Software Architecture	2003PF01181	04-567475	2003-Dec-16	4538328	2010-Jun-25
JP	Embedding Object ID in URL	DUNA/connectivity	2003PF02007	06-516771	2004-Jun-28	4685004	2011-Feb-18
JP	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	07-524433	2005-Jul-21	n.a.	n.a.
JP	Two axis navigation control	Touch Screen Interfaces	2007PF01686	10-535486	2008-Nov-21	n.a.	n.a.
JP	Two axis navigation control	Touch Screen Interfaces	2007PF01686	2014-041542	2008-Nov-21	n.a.	n.a.
KR	JIT compiler	Compiler/Software Architecture	1993PF00957	94-17469	1994-Jul-26	0314692	2001-Nov-01
KR	Selection from Mosaic	Graphical User Interfaces	1994PF00820	96-705835	1995-Apr-10	354937	2002-Sep-18
KR	Subtitle timestamp	Streaming and services	1994PF00860	96-704513	1995-Dec-12	0491771	2005-May-19
KR	Subtitle duration	Streaming and services	1995PF01070	97-701801	1996-Jul-12	0444637	2004-Aug-06
KR	Audio over HDMI - Pause burst	Audio Interfacing	1995PF01085	10-1997-0705-4	1996-Nov-21	0461211	2004-Dec-02
KR	Gravitational Controlled GUI	Graphical User Interfaces	1995PF01122	96-705797	1996-Jan-26	404994	2003-Oct-29
KR	Carousel Menu	Graphical User Interfaces	1995PF00173	10-1998-0706-4	1997-Nov-10	0501754	2005-Jul-07
KR	Downloadable Abstract Model	DUNA/connectivity	1996PF00270	98-704486	1997-Aug-21	0475200	2005-Feb-25
KR	Displaying Ringtones	Graphical User Interfaces	1996PF01092	98-706015	1997-Nov-13	10-0740361	2007-Jul-10

KR	AMR Encoding	AMR	1996PF01075	97-707341	1997-Jan-31	0455970	2004-Oct-28
KR	AMR Decoding	AMR	1996PF01154	97-707328	1997-Jan-31	425514	2004-Mar-29
KR	Menu Blending	Graphical User Interfaces	1996PF01156	98-700041	1997-Apr-30	10-0616258	2006-Aug-21
KR	GUI with Control Bands	Graphical User Interfaces	1997PF00732	10-1999-700110	1998-Apr-02	0543356	2006-Jan-09
KR	AMR Decoding #2	AMR	1997PF01118	98-708007	1998-Jan-22	10-0578263	2006-May-03
KR	Audio over HDMI - Muxing	Audio Interfacing	1997PF01435	10-1999-700008	1998-Apr-20	0520809	2005-Oct-05
KR	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	10-1999-701115	1999-Feb-15	10-0557214	2006-Feb-24
KR	ARM Instruction Set	Chipset and accelerometer design	1998PF01015	10-1999-701006	1999-Feb-22	0538605	2005-Dec-16
KR	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	10-1999-701006	1999-Mar-02	10-0604363	2006-Jul-18
KR	Location Alarms	Graphical User Interfaces	1999PF00451	10-2001-701077	2000-Dec-20	10-0757698	2007-Sep-05
KR	Additional information in video segments	Graphical User Interfaces	1999PF01036	10-2001-700340	2000-Jul-04	10-0684484	2007-Feb-13
KR	AMR WB Decoding	AMR	1999PF01844	10-2001-700888	2000-Oct-19	10-0575309	2007-Jan-22
KR	DRM systems	Authentication/DRM	1999PF01862	10-2000-701277	2000-Mar-14	10-0707823	2007-Apr-09
KR	Backlight Compensation	Backlighting	2001PF00165	10-2002-701122	2001-Dec-19	10-0864795	2009-Oct-16
KR	Helper character #1	Graphical User Interfaces	2001PF01209	10-2002-701139	2002-Jan-15	10-0952187	2010-Apr-02
KR	Keyframe scrolling	Graphical User Interfaces	2001PF01362	10-2002-701172	2002-Apr-09	10-1073528	2011-Oct-07
KR	Temporal Proximity	Authentication/DRM	2001PF01419	10-2003-700311	2002-Jun-28	10-0924480	2009-Oct-26
KR	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	10-2004-701008	2002-Dec-13	10-0977452	2010-Jul-14
KR	Helper character #2	Graphical User Interfaces	2002PF01555	10-2004-701008	2003-Jan-07	10-1089158	2011-Nov-28
KR	Separate power control over independent cores	Chipset and accelerometer design	2002PF01850	10-2004-702077	2003-Jun-16	10-1016986	2011-Feb-16
KR	Distance Measurement Authentication	Authentication/DRM	2002PF02007	10-2005-70014	2003-Jun-27	10-1016983	2011-Feb-16
KR	Secure Locality Verification	Authentication/DRM	2002PF02421	10-2005-700511	2003-Sep-22	10-0994937	2010-Nov-11
KR	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	10-2005-70095	2003-Nov-26	10-1016981	2011-Feb-16
KR	App Controlling Second App	Compiler/Software Architecture	2003PF01181	10-2005-70140	2003-Dec-16	10-1029495	2011-Apr-08
KR	Embedding Object ID in URL	DLNA/connectivity	2003PF02007	10-2005-70254	2004-Jun-28	10-1123155	2012-Feb-27
KR	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	10-2007-70024	2005-Jul-21	10-1207328	2012-Nov-27
KR	Two axis navigation control	Touch Screen Interfaces	2007PF01686	n.a.	2008-Nov-21	n.a.	n.a.
KR	Two axis navigation control	Touch Screen Interfaces	2007PF01686	10-2010-70140	2009-Nov-21	n.a.	n.a.
LU	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
LU	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
MC	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
MC	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
MX	Subtitle timestamp	Streaming and services	1994PF00960	963393	1995-Dec-12	199847	2000-Nov-28
MX	Windows Media Audio	WMA/FLAC	1994PF01130	962613	1995-Oct-06	231133	2005-Oct-06
MX	Subtitle duration	Streaming and services	1995PF01070	1997/002108	1996-Jul-12	214263	2003-May-02
MX	DRM systems	Authentication/DRM	1995PF01862	011118	2000-Mar-14	214558	2003-May-14
MY	Selection from Mosaic	Graphical User Interfaces	1994PF00820	P19500962	1995-Apr-13	MY113163-A	2001-Dec-31
MY	Subtitle timestamp	Streaming and services	1994PF00960	P19503969	1995-Dec-14	119200	2005-Apr-30
MY	Subtitle duration	Streaming and services	1995PF01070	P19602983	1996-Jul-19	121602	2006-Feb-28
MY	Audio over HDMI - Muxing	Audio Interfacing	1997PF01435	P198002432	1998-Jun-01	121301-A	2005-Jan-28
MY	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	P19901000	1999-Mar-17	123270-A	2006-May-31
NL	Selection from Mosaic	Graphical User Interfaces	1994PF00820	95913309.1	1995-Apr-10	0755604	2000-Jan-12
NL	Subtitle timestamp	Streaming and services	1994PF00960	95943556.1	1995-Dec-12	0745307	1999-Dec-29
NL	Subtitle duration	Streaming and services	1995PF01070	96021025.1	1996-Jul-12	0767404	2002-Feb-06
NL	Distance Measurement Authentication	Authentication/DRM	2002PF02007	08160321.9	2003-Jun-27	1973297	2011-Aug-31

PL	Audio over HDMI - Pause burst	Audio interfacing	P321707	1995PF01085	1996-Nov-21	182469	2001-Jul-03
PL	Audio over HDMI - Pause burst	Audio interfacing	P347873	1995PF01085	1996-Nov-21	183167	2002-Oct-18
PT	Selection from Mosaic	Graphical User Interfaces	95913309.1	1994PF00820	1995-Apr-10	0755604	2000-Jan-12
PT	Subtitle timestamp	Streaming and services	95943556.1	1994PF00960	1995-Dec-12	0745307	1999-Dec-29
PT	Subtitle duration	Streaming and services	96921005.1	1995PF01070	1996-Jul-12	0787404	2002-Feb-05
SE	Selection from Mosaic	Graphical User Interfaces	95913309.1	1994PF00820	1995-Apr-10	0755604	2000-Jan-12
SE	Subtitle timestamp	Streaming and services	95943556.1	1994PF00960	1995-Dec-12	0745307	1999-Dec-29
SE	AMR Encoding	AMR	97900709.3	1996PF01075	1997-Jan-31	0821848	2005-Mar-16
SE	AMR Decoding	AMR	97900710.1	1996PF01154	1997-Jan-31	0821849	2004-Nov-17
SE	Distance Measurement Authentication	Authentication/DRM	08160321.9	2002PF02007	2003-Jun-27	1973297	2011-Aug-31
SG	Selection from Mosaic	Graphical User Interfaces	9611813.8	1994PF00820	1995-Apr-10	34805	1998-Mar-20
SG	Subtitle duration	Streaming and services	9704506.6	1995PF01070	1996-Jul-12	45664	2000-Dec-19
SG	AMR Decoding #2	AMR	9805311.9	1997PF01118	1998-Jan-22	57001	2001-Sep-18
SG	Audio over HDMI - Muting	Audio Interfacing	9900467.3	1997PF01435	1998-Apr-20	61360	2002-Feb-18
SG	Touch Screen Zooming 1	Touch Screen Interfaces	9906736.6	1998PF00177	1999-Feb-15	69798	2002-Nov-08
SG	Compressed and Non-compressed Audio	WMA/FLAC	9905637.6	1998PF01055	1999-Mar-02	68997	2002-Oct-12
TR	Keyframe scrolling	Graphical User Interfaces	02720394.3	2001PF01362	2002-Apr-09	1382040	2007-Dec-12
TR	Temporal Proximity	Authentication/DRM	02741045.5	2001PF01419	2002-Jun-28	TR 2013 02844 T4	2012-Dec-12
TR	Helper character #2	Graphical User Interfaces	08155726.6	2002PF01555	2003-Jan-07	1956468	2014-May-21
TR	Distance Measurement Authentication	Authentication/DRM	08160321.9	2002PF02007	2003-Jun-27	TR 2011 11461 T4	2011-Aug-31
TR	Touch Screen with Shifted View	Touch Screen Interfaces	03780537.1	2002PF02681	2003-Nov-26	1567927	2013-Jul-10
TW	Windows Media Audio	WMA/FLAC	84110654	1994PF01130	1995-Oct-11	80597	1997-Jan-06
TW	Subtitle duration	Streaming and services	84108502	1995PF01070	1995-Aug-17	82652	1997-Apr-03
TW	Gravitational Controlled GUI	Graphical User Interfaces	85101506	1995PF01122	1996-Feb-07	81616	1997-Feb-18
TW	AMR Decoding	AMR	85102124	1996PF01154	1996-Feb-23	89716	1998-Jan-20
TW	GUI with Control Bands	Graphical User Interfaces	87111102	1997PF00732	1998-Jul-09	112795	2000-Jul-07
TW	Audio over HDMI - Muting	Audio Interfacing	87108929	1997PF01435	1998-May-05	106917	2000-Jan-12
TW	Touch Screen Zooming 1	Touch Screen Interfaces	88105955	1998PF00177	1999-Apr-14	NI-159773	2002-Nov-14
TW	Compressed and Non-compressed Audio	WMA/FLAC	881073645	1998PF01055	1999-Mar-10	NI-153766	2002-Aug-06
TW	Backlight Compensation	Backlighting	090129831	2001PF00165	2001-Dec-03	184128	2003-Dec-18
US	JIT compiler	Compiler/Software Architecture	08278365	1993PF00957	1994-Jul-21	5666517	1997-Sep-09
US	Chip Protocols	Chipset and accelerometer design	08742411	1994PF00404	1996-Nov-04	5758127	1998-May-26
US	Selection from Mosaic	Graphical User Interfaces	08422379	1994PF00820	1995-Apr-14	5633583	1997-May-27
US	Subtitle timestamp	Streaming and services	08572255	1994PF00960	1995-Dec-13	6661467	2003-Dec-09
US	Subtitle timestamp	Streaming and services	13178636	1994PF00860	2003-Oct-14	n.a.	n.a.
US	Subtitle timestamp	Streaming and services	107685245	1994PF00960	2003-Oct-14	7647620	2010-Jan-12
US	Windows Media Audio	WMA/FLAC	087546436	1994PF01130	1995-Oct-20	5661755	1997-Aug-26
US	Subtitle duration	Streaming and services	137076829	1995PF01070	2011-Mar-31	8588312	2013-Nov-19
US	Subtitle duration	Streaming and services	107305586	1995PF01070	2002-Dec-04	8594004	2013-Nov-26
US	Audio over HDMI - Pause burst	Audio Interfacing	107170822	1995PF01085	2002-Jun-13	RE44466	2013-Aug-27
US	Audio over HDMI - Pause burst	Audio Interfacing	087798198	1995PF01085	1996-Dec-09	6076052	2000-Jun-13
US	Audio over HDMI - IEC preamble	Audio Interfacing	087724389	1995PF01094	1996-Oct-01	5796785	1998-Aug-18
US	Gravitational Controlled GUI	Graphical User Interfaces	087601140	1995PF01122	1996-Feb-13	5910797	1999-Jan-08
US	Carousel Menu	Graphical User Interfaces	127605738	1996PF00173	1996-Dec-20	RE44006	2013-Feb-19
US	Downloadable Abstract Model	DUMA/connectivity	087731624	1996PF00270	1996-Oct-15	5959536	1999-Sep-28

US	AMR Encoding	AMR	1996PF01075	08/798677	1997-Feb-12	5920832	1999-Jul-06
US	AMR Decoding	AMR	1996PF01154	08/798686	1997-Feb-12	6272196	2001-Aug-07
US	AMR Decoding	AMR	1996PF01154	09/710820	2000-Nov-13	6608877	2003-Aug-19
US	AMR Decoding	AMR	1996PF01154	09/763197	2001-Jan-14	6603832	2003-Aug-05
US	AMR Decoding	AMR	1996PF01154	09/761196	2001-Jan-16	6600798	2003-Jul-29
US	Menu Blending	Graphical User Interfaces	1996PF01156	08/854031	1997-May-02	6352657	2002-Mar-19
US	2-Way Messaging	Graphical User Interfaces	1997PF00135	09/108355	1998-Jul-01	6323754	2001-Nov-27
US	GUI with Control Bands	Graphical User Interfaces	1997PF00732	08/871082	1997-Jan-06	5956025	1999-Sep-21
US	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	09/161848	1998-Sep-28	6349377	2002-Feb-19
US	Hardware virtual machine interpreter	Compiler/Software Architecture	1997PF01034	10/074774	2002-Feb-12	6996703	2006-Feb-07
US	Host-Item Identification	DINA/connectivity	1997PF01080	09/031695	1998-Feb-27	6354947	2002-Mar-12
US	Host-Item Identification	DINA/connectivity	1997PF01080	10/034191	2001-Nov-13	7883416	2003-Feb-08
US	AMR Decoding #2	AMR	1997PF01118	09/020606	1998-Feb-09	6038530	2000-Mar-14
US	Audio over HDMI - Muting	Audio Interfacing	1997PF01435	09/070214	1998-Apr-30	6594030	2004-Feb-17
US	Touch Screen Zooming 1	Touch Screen Interfaces	1998PF00177	09/062364	1998-Apr-17	6211856	2001-Apr-03
US	ARM Instruction Set	Chipset and accelerometer design	1998PF01075	09/279438	1999-Mar-16	6397735	2002-May-28
US	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	10/298975	2002-Nov-18	7197079	2007-Mar-27
US	Compressed and Non-compressed Audio	WMA/FLAC	1998PF01055	09/279440	1999-Mar-16	6522695	2003-Feb-18
US	VOD Authentication	Authentication/DRM	1998PF01125	09/427819	1999-Oct-27	7386879	2008-Jun-10
US	Location Alarm	Graphical User Interfaces	1999PF00451	10/090174	2002-Mar-04	6496116	2002-Dec-17
US	Location Alarm	Graphical User Interfaces	1999PF00451	09/747111	2000-Dec-21	6392548	2002-May-21
US	Live Streaming via file segments	Streaming and services	1999PF00826	09/433257	1999-Nov-04	7529806	2009-May-05
US	Additional information in video segments	Graphical User Interfaces	1999PF01036	09/351086	1999-Jul-09	7356830	2008-Apr-08
US	AMR VSB Decoding	AMR	1999PF01844	09/710916	2000-Nov-13	6772114	2004-Aug-03
US	DRM systems	Authentication/DRM	1999PF01862	09/700383	2000-Mar-14	7178036	2007-Feb-13
US	DRM systems	Authentication/DRM	1999PF01862	11/574490	2007-Feb-13	8295682	2012-Oct-23
US	Environment aware user conversation	Streaming and services	2000PF01366	09/699606	2000-Oct-30	6721706	2004-Apr-13
US	Touch Screen Zooming 2	Touch Screen Interfaces	2000PF01741	12/090454	2010-Dec-29	RE43564	2013-Aug-07
US	Adjustable Backlight Intensity	Backlighting	2000PF02218	09/826444	2001-Apr-04	6621482	2003-Sep-16
US	Backlight Compensation	Backlighting	2001PF00165	10/055396	2002-Jan-22	6980195	2005-Dec-27
US	Sub-Character Display	Touch Screen Interfaces	2001PF00413	13/955345	2013-Jul-31	RE44913	
US	Helper character #1	Graphical User Interfaces	2001PF01209	09/780229	2001-Feb-09	7698652	2010-Apr-13
US	Temporal Proximity	Authentication/DRM	2001PF01419	09/894391	2001-Jun-28	8352582	2013-Jan-08
US	Temporal Proximity	Authentication/DRM	2001PF01419	13/705511	2012-Dec-05	n.a.	n.a.
US	Temporal Proximity	Authentication/DRM	2001PF01419	12/207864	2008-Sep-10	8107627	2012-Jan-31
US	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	10/034375	2001-Dec-28	6690387	2004-Feb-10
US	Touch Screen Interfaces	Touch Screen Interfaces	2001PF02341	10/736938	2003-Dec-16	7184064	2007-Feb-27
US	Recommendation based on present scene	Streaming and services	2002PF01458	10/509810	2003-Apr-01	7934233	2011-Apr-26
US	Helper character #2	Graphical User Interfaces	2002PF01555	13/971962	2013-Aug-21	n.a.	n.a.
US	Helper character #2	Graphical User Interfaces	2002PF01555	10/127855	2002-Apr-22	8004496	2011-Aug-23
US	Helper character #2	Graphical User Interfaces	2002PF01555	10/515154	2004-Nov-19	7790157	2007-Oct-30
US	Separate power control over independent cores	Chipset and accelerometer design	2002PF01850	10/176237	2002-Jun-20	8219608	2012-Jul-10
US	Distance Measurement Authentication	Authentication/DRM	2002PF02007	12/508917	2009-Jul-24	8543819	2013-Sep-24
US	Distance Measurement Authentication	Authentication/DRM	2002PF02007	10/521858	2003-Jun-27	n.a.	n.a.
US	Distance Measurement Authentication	Authentication/DRM	2002PF02007	n.a.		n.a.	n.a.

US	Secure Locality Verification	Authentication/IDM	2002PF02421	10/529353	2003-Sep-22	7951998	2011-Aug-02
US	Secure Locality Verification	Authentication/IDM	2002PF02421	13/166059	2003-Sep-22	8239676	2012-Aug-07
US	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	10/535223	2003-Nov-26	8042044	2011-Oct-18
US	Touch Screen with Shifted View	Touch Screen Interfaces	2002PF02681	14/056125	2013-Oct-17	n.a.	n.a.
US	Activity Monitor	Chipset and accelerometer design	2002PF02819	10/537888	2003-Nov-21	7325453	2008-Feb-05
US	Charge Pumping	Touch Screen Interfaces	2003PF00304	10/555847	2005-Nov-04	7560938	2009-Jul-14
US	App Controlling Second App	Compiler/Software Architecture	2003PF01181	10/543397	2003-Dec-16	7810126	2010-Oct-05
US	Embedding Object ID in URL	DINA/connectivity	2003PF02007	10/562872	2004-Jun-28	n.a.	n.a.
US	LED backlighting using 2D LED array	Backlighting	2003PF03042	10/678541	2003-Oct-03	7052152	2006-May-30
US	Enhancing Secondary Color	Backlighting	2004PF00313	10/586181	2005-Jan-27	7714938	2010-May-11
US	Touch screen with pressure dependent feedback	Touch Screen Interfaces	2004PF01732	11/572925	2005-Jul-21	n.a.	n.a.
US	Two axis navigation control	Touch Screen Interfaces	2007PF01686	12/744347	2008-Nov-21	8525805	2013-Sep-03
VN	Audio over HDMI - Pause burst	Audio interfacing	1995PF01085	519970704	1996-Nov-21	3007	2002-Oct-25
VN	Audio over HDMI - Muting	Audio interfacing	1997PF01435	519990068	1998-Apr-20	3651	2003-Jul-08

ANNEX C

Royalty Reporting Form

For royalty reporting, the form below is to be used (an Excel file is available upon request):

**ROYALTY REPORTING FORM FOR THE
TOUCH-ENABLED DEVICE PATENT REGISTRATION AND SETTLEMENT AGREEMENT
(DISCRETE ROYALTY RATE)**

concluded between [_____] and Koninklijke Philips N.V.

Koninklijke Philips N.V.
Philips Intellectual Property & Standards
License Administration Department
P.O. Box 220
5600 AE Eindhoven
The Netherlands

Date: _____

Registrant (Company Name) _____

Country _____

Name of contact person for RRF _____

Telephone Number _____

Email address _____

This is to provide you with our royalty statement under the Portable Features Patent Registration and Settlement Agreement between our companies, which covers the relevant business of Scope Products for the _____ quarter of the year _____ ("Reporting Period").

Scope Product	Quantity Sold in the Quarter	Royalty Due
Touch-enabled Mobile Phone	0	0
Touch-enabled Tablet Computer	0	0
Touch-enabled Laptop Computer	0	0
Touch-enabled "all-in-one" PC	0	0
Total Number Scope Product	0	
Total Payment US\$		
		\$ -

NOTES:

1. Please refer to the attachment of this Royalty Reporting Form for further breakdown of above figures.
2. The amount due will be paid to Philips before the end of the Payment Term into bank account no. 4067-1001 of Koninklijke Philips N.V. - Licenses, Citibank N.A., New York, swiftcode CITIUS33, ABA 021000089, reference: "Royalties Q... 201...".

Registrant hereby affirmatively certifies the information provided in this Royalty Reporting Form is complete and accurate in all respects, and Registrant is fully compliant under the Registration Agreement.

Signed for and on behalf of Registrant

Name: _____

Title: _____

Date: _____

2000

[illegible]

ANNEX C

1997

2007-07-27

2006

3 12/15/1996

1012

ANNEX D
Annual Statement

Registrant shall have its Chief Financial Officer make the following statement pursuant to Clause 3.7 of the Agreement:

Registrant has reviewed the accompanying Royalty Reporting Forms, duly initialled by us for identification purposes, for the period starting [specify date] and ending [specify date] as submitted pursuant to the "TOUCH-ENABLED DEVICE PATENT REGISTRATION AND SETTLEMENT AGREEMENT (DISCRETE ROYALTY RATE)" having an Effective Date of <insert date> , between Philips and Registrant ("the Agreement").

We have conducted our review in accordance with those elements of generally accepted international standards for the purposes of forming an opinion on the Royalty Reporting Forms. We are reasonably assured that the Royalty Reporting Forms are free of material misstatements. We have examined, on a test basis, evidence supporting the amounts and disclosures in the Reporting Forms.

In our opinion, the Royalty Reporting Forms referred to above present fairly, in all material respects, the information required to be reported under the Agreement by Registrant for the period identified above and the amount of royalties corresponding therewith, under the Agreement referred to above.

(signature)

[date]

Enclosures: Reporting Forms ([] pages)

ANNEX E

Philips Touch-Enabled Device Patent Limited Release Standard Terms and Conditions

Except as expressly agreed to the contrary, the provisions of this limited patent release agreement ("Limited Release Agreement") between Registrant and Koninklijke Philips N.V. ("Philips") shall be as follows:

Philips and Registrant have previously entered into a "Touch-Enabled Device Patent Registration and Settlement Agreement (Discrete Royalty Rate)" having an Effective Date of _____ ("Discrete Rate Agreement") by which Registrant applies for limited releases for Qualified Products pursuant to this Limited Release Agreement by submitting a Royalty Reporting Form and payment for royalties in full on a quarterly basis.

Philips and Registrant hereby agree as follows:

1. Definitions

1.1 All capitalized terms used herein shall have the meaning ascribed thereto in the Discrete Rate Agreement.

2. Grant of Release

2.1 Subject to the provisions of this Limited Release Agreement and the Discrete Rate Agreement, Philips, also on behalf of its Affiliates, hereby releases (i) Registrant and its Affiliates, (ii) their suppliers, re-sellers and downstream customers identified on the Royalty Reporting Form for the applicable period, and (iii) end users who have purchased a respective Qualified Product from Registrant, its Affiliates, or such re-sellers and downstream customers, (a) from all claims of infringement of only those Philips Touch-Enabled Device Patents included in a Feature Set reported to Philips on the attached Royalty Reporting Form for each respective Qualified Product and (b) only in respect of those Qualified Products reported to Philips on the attached Royalty Reporting Form submitted to Philips pursuant to Clause 3.4 of the Discrete Rate Agreement for the Reporting Period of:

_____ ("applicable period")
(insert calendar quarter and year, or other relevant period)

3. Limitations on Release

3.1 The release of Clause 2.1 shall only extend to the respective Registrant or Affiliate that Sold the Qualified Product, and further shall not extend:

- to any product that is not a Qualified Product (even if reported on the attached Royalty Reporting Form);

- to any Qualified Product not specifically identified on the attached Royalty Reporting Form;
- to any re-seller or customer not listed on the Royalty Reporting Form for the applicable period;
- for a customer listed on the Royalty Reporting Form, to any Qualified Product not reported as being Sold or disposed of to such customer;
- to any manufacturer or supplier not listed on the Royalty Reporting Form for the applicable Period;
- for a manufacturer or supplier listed on the Royalty Reporting Form, to any Qualified Product not reported as being procured or obtained from such manufacturer or supplier;
- to any intellectual property other than the Philips Touch-Enabled Device Patents included in the Feature Set(s) of the respective Product Class for each Qualified Product;
- to any Qualified Product bearing a trademark and/or model number not reported on the attached Royalty Reporting Form;
- to any product not Sold or otherwise disposed of by Registrant, its Affiliates or their re-sellers in the Territory; or
- to any Exempt Product.

ANNEX F

List of Exempt Products

ANNEX G
Qualified Product List

ANNEX H
Questionnaire

QUESTIONNAIRE

Registrant: _____

Product model name: _____

This Questionnaire is filled in by

Name _____
Function _____
Company _____
Email address _____
Date Filled in: _____
Signature: _____

The undersigned above represent that I am entitled to fill-in the questionnaire on behalf of the Registrant and that I have filled-in the questionnaire truthfully and completely.

1. Please select the product type from the list below

- ☐ Mobile phone
- ☐ Tablet
- ☐ Hybrid tablet
- ☐ Touch screen laptop
- ☐ All-in-One PC
- ☐ Other

If you have selected other, please provide a description of the product in addition to filling in this questionnaire;

- 1a Does your product have a touch screen supporting multi-touch functionality?
- ☐ yes
 - ☐ no

If you have selected no, the product may not be reported under this license, please contact your account manager;

Section 1 – General questions for all products

2. Please indicate the processor used in the product

Manufacturer _____
Model number _____

3. Does the product allow making voice call via mobile networks?
- ☐ yes

☐ no

4. Does the product allow data communications over mobile networks (e.g. 3G or 4G data communications)

☐ yes

☐ no

5. Does the product have a pre-installed web browser?

☐ yes

☐ no

5a If yes, please indicate which (multiple selections possible)

☐ (built-in) Android web browser

☐ Google Chrome

☐ Internet explorer

☐ Opera

☐ Firefox

☐ other, please specify _____

6. Does the product have a built-in accelerometer?

☐ yes

☐ no

6a. If yes, please specify manufacturer and model number

Manufacturer _____

Model number _____

6b. If yes, please specify whether the product allows automatic screen change between landscape to portrait position depending on detected screen orientation

☐ yes

☐ no

7. Does the product support DLNA functionality

☐ yes

☐ no

7a If yes, please specify which functionality (multiple selection possible)

☐ (mobile) digital media server (a.k.a. DMS or M-DMS)

☐ (mobile) digital media player (a.k.a. DMP or M-DMSP)

☐ digital media recorder (DMR)

☐ DLNA protected streaming (a.k.a. Link protection or DTCP_IP)

☐ UPnP Remote User Interface (RUI)

8. Does the product have an HDMI-out port?

- ☐ yes
- ☐ no

9. Does the product have an infrared lamp to support remote control functionality?

- ☐ yes
- ☐ no

10. Please indicate whether the product supports the following audio codecs? Multiple selections possible, please select all applicable

- ☐ AMR-NB decoder functionality
- ☐ AMR-NB encoder functionality
- ☐ AMR-WB
- ☐ WMA
- ☐ FLAC
- ☐ AAC audio
- ☐ Dolby Digital Plus
- ☐ Dolby format other than Dolby Digital Plus, please specify _____
- ☐ DTS, please specify _____
- ☐ other, please specify _____

11. Please indicate the operating system used in the product

- ☐ Android
- ☐ Windows
- ☐ Other, please specify _____

If you have selected Android, please answer section 2 below

If you have selected Windows, please answer section 3 below

Section 2 – Specific questions for Android products

12. Please indicate the exact OS version used

Android version _____

13. Did you make any modification to Android OS (also known as skinning)?

- ☐ yes
- ☐ no

14. Did the product undergo Google Apps certification (in other words, does the product offer access to Google Play store)?

- ☐ yes
- ☐ no

15. Please tick the box below if the following Google Applications are preinstalled or provided with the product (select all that apply)

- ☐ Google maps
- ☐ YouTube

16. Do you preload any app made by another developer than Google?

- ☐ yes
- ☐ no

16a. If yes, please specify each application name and developer

App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
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App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____
App name _____	Developer _____

Section 3 – Specific questions for Windows products

Questions for Windows products

17. Please indicate the exact OS version used

Windows version _____

18. Please tick the box below if the following Google applications are preinstalled or provided with the product (select all that apply)

☐ Google maps

☐ YouTube

19. Please tick the box below if the following applications are preinstalled or provided with the product (select all that apply)

☐ Netflix

☐ Hulu

20. In addition to the application mentioned in questions 18 and 19, do you preload any app or software on the device developed by a 3rd party other than Microsoft, or do you make said app or software available in Windows Store free of charge for consumers having purchased your device?

☐ yes

☐ no

20a. If yes, please specify each application name and developer

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

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App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____

App name _____ Developer _____
App name _____ Developer _____

ANNEX I

Royalty Reporting Form for Past Use Period