

## 3.2 MHP MARK LICENCE AGREEMENT

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This MHP Mark Licence Agreement is between the DVB Project, a not for profit association with legal personality governed by Swiss law, and the entity identified on the signature page hereof as Licensee.

### RECITALS:

- a. The MHP Mark Licensor owns the MHP Mark.
- b. The Steering Board of the DVB Project has adopted a Declaration (DVB SB 27 (99) 15 Rev. 2) in which it has declared that "there will one DVB MHP label . . . which will be granted to Implementers declaring to the Custodian that their implementation has passed the test suites made available by the Custodian and fully implements the appropriate profile of the [MHP specification with the possible exception of options"]
- c. Pursuant to that Declaration, the DVB Project, the Custodian and certain Licensors have entered into a Conformance Testing Custodian Agreement, under which
  - i. the MHP Test Suite and Source Code have been delivered to the Custodian for distribution to Implementers;
  - ii. an Implementer may deliver its Certificate to the Custodian by which it certifies its completion of Conformance Testing; and
  - iii. upon delivery of such Certificate, and payment of the initial MHP Mark Licence Fee, the MHP Mark Licensor is called upon to execute and deliver to the Implementer the MHP Mark Licence Agreement.
- d. The Licensee has, pursuant to the Conformance Testing Custodian Agreement, delivered to the Custodian its Certificate in which it has represented and warranted, among other things, that during the Conformance Testing its Implementation has satisfied the MHP Test Suites, and has made to the MHP Mark Licensor payment of the initial MHP Licence Fee.

Now therefore the parties have agreed as follows:

### Article 1. Definitions.

For purposes of this Licence Agreement, the capitalised terms shall have the same meaning as in the Conformance Testing Custodian Agreement unless otherwise herein defined. The following words shall have the meanings ascribed to them below:

Affiliate	Any subsidiary or parent company of the Licensee, as well as any entity owned or controlled, directly or indirectly by the Licensee or by an entity owning or controlling the Licensee in the same way Ownership or control shall exist through the direct or indirect: - ownership of 50 percent or more of the nominal value of the issued equity share capital or of 50 percent or more of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or - right by any other means to elect or appoint directors or persons who collectively can exercise such control.
Conformance Testing Custodian Agreement	The DVB Conformance Testing Custodian Agreement, dated as of 19 April 2001, among the DVB Project, the Custodian and the Licensors therein named.
Excluded Countries	Those countries, if any, set out in Schedule 2 (as amended from time to time in accordance with this Licence Agreement) in which the Licensee is not permitted to use the MHP Mark.
MHP Licence Fee	The initial licence fee and further annual fees listed on Schedule 3.

MHP Mark	The trademarks listed in Schedule 1, whether registered or not.
MHP Mark Licensor	the DVB Project, a not for profit association with legal personality governed by Swiss law, or its successor or assignee pursuant to Article 9.
Supplemental Annual Certificate	A certificate in the form of Schedule 4.
Territory	Those countries as set out in Schedule 2, as amended from time to time in accordance with this Licence Agreement, and any other countries in which the MHP Mark Licensor has rights in the MHP Mark other than through registration.

## **Article 2. Licence.**

### (a) Grant.

In consideration of the representations and warranties of the Licensee in its Certificate and in each Supplemental Annual Certificate, the initial MHP Licence Fee and the other payments to be made in accordance with Article 4, and subject to the other provisions of this Licence Agreement, the MHP Mark Licensor hereby grants to the Licensee a non-exclusive licence to use the MHP Mark in the Territory on, or in relation to, Implementations, including without limitation such use displayed on consumer or professional equipment which are Implementations, and in brochures and marketing materials related to Implementations.

### (b) Excluded Countries.

The MHP Mark Licensor may give notice to the Licensee from time to time that a country or countries should be added to the list of Excluded Countries where it appears or is claimed that the use of the MHP Mark in such country or countries infringes the rights of any third party or parties.

### (c) No Other Use.

Except as otherwise expressly authorised by the MHP Mark Licensor, the Licensee shall not use the MHP Mark other than in accordance with the provisions of this Licence Agreement, except that nothing in this Licence Agreement shall prohibit the use of the MHP Mark by the Licensee in any way in which a non-licensee would legally be able to use the MHP Mark.

### (d) Use of the MHP Mark.

The use of the MHP Mark by the Licensee shall at all times be in keeping with their distinctiveness and reputation as determined by the MHP Mark Licensor as set forth in this Licence Agreement and the Licensee shall forthwith cease any use not consistent therewith as set forth in this Licence Agreement. The Licensee shall not use or register any mark or name confusingly similar to the MHP Mark in respect of any goods and services. Nothing contained in this Licence Agreement shall entitle the Licensee to use or register the MHP Mark as part of any corporate, business, or trading name of the Licensee or to use the MHP Mark or any such trademark outside the Territory. The Licensee shall not, in any written material or otherwise, make any reference to or use of the MHP Mark in such a manner as may lead the reader thereof to believe that the Licensee is licensed to apply the MHP Mark to any product other than an Implementation.

## **Article 3. Duration, Termination.**

### (a) Duration.

The Licence Agreement and the licences hereby granted shall commence on the date of countersignature by the MHP Mark Licensor and shall, unless terminated in any of the circumstances of Article 3(b), continue in force:

- i. in the case of each licence granted under this Licence Agreement in respect of each of the trademarks listed on Schedule 1, until the cessation of the MHP Mark Licensor's registration of such trademark, and
  - ii. in the case of this Licence Agreement, until the cessation of the MHP Mark Licensor's registration of the last of such trademarks;
- unless the Licensee shall have given notice of termination of this Licence Agreement.

(b) Termination.

This Licence Agreement may be terminated upon notice given by the MHP Mark Licensor upon the occurrence of any of the following events:

- i. the Licensee breaches any of the terms hereof and such breach is not susceptible of cure, or, if curable, the Licensee has not cured such breach within 60 days of notice thereof by the MHP Mark Licensor, or
- ii. any representation and warranty given by the Licensee in its Certificate or any Supplemental Annual Certificate is inaccurate, and the Licensee has not remedied such inaccuracy within 60 days of notice thereof by the MHP Mark Licensor, or
- iii. there is a voluntary or involuntary filing of bankruptcy, insolvency or liquidation by, or a similar event affecting, the Licensee.

(c) Effect of Termination.

Upon the expiration or termination of this Licence Agreement for whatever reason, the Licensee at its expense shall within 90 days (or, in the case of failing to make any payment of the MHP Licence Fee, immediately) cease to make any use of the MHP Mark, and cause the MHP Mark to be removed from all its products, whether or not Implementations, and from all sales literature and other materials and, where necessary to achieve this, use its reasonable effort to recall products, sales literature and materials from retailers and other persons (other than the ultimate customer).

**Article 4. Fees.**

As of the date of this Licence Agreement, the Licensee has made payment of the initial MHP Licence Fee. On each anniversary date of this Licence Agreement, the Licensee shall make the further payment indicated on Schedule 3.

**Article 5. Notification of defects in Conformance Testing**

If at any time the Licensee becomes aware of any defect or insufficiency in the MHP Test Suite or other information provided from time to time by the Custodian it shall promptly inform the MHP Mark Licensor in writing giving such details as the Licensee has of such defect or insufficiency, which the MHP Mark Licensor shall submit to the experts group formed to consider test applications and the MHP Test Suite or to such other process as the DVB Project may from time to time establish.

**Article 6. Ownership of the MHP Mark**

(a) Ownership.

The MHP Mark Licensor is the proprietor or exclusive licensor of the MHP Mark and of applications for registration of the MHP Mark in various countries, particulars of which are available from the MHP Mark Licensor on request, and warrants that it has the right to grant the licences granted hereunder. It is not aware at the date hereof that the MHP Mark or the use of it on or in relation to any Implementation in the Territory infringes the rights of any third party.

(b) No Action Inconsistent.

The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the MHP Mark or its registration nor to do any act which might assist or give rise to an application to remove the MHP Mark from any national register or which might prejudice the right of MHP Mark Licensor to the MHP Mark.

(c) Furnishing Information.

The Licensee shall on request give to MHP Mark Licensor or its authorised representative any relevant publicly-available information as to its use of the MHP Mark which MHP Mark Licensor may reasonably require and will (subject to the provisions of Article 7) render any assistance reasonably required by MHP Mark Licensor in maintaining the registrations of the MHP Mark. Such information shall be subject to the provisions of Article 10 where applicable.

(d) No Further Right.

Except as provided in Article 2(c), the Licensee shall not make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership or use of the MHP Mark except under the terms of this Licence Agreement and acknowledges that nothing contained in this Licence Agreement or done pursuant to this Licence Agreement shall give the Licensee any right, title, or interest in or to the MHP Mark save as granted hereby.

(e) Recording of Licences.

Subject to the Licensee complying with its obligations hereunder, the MHP Mark Licensor shall wherever required to do so by local laws in any part of the Territory record the Licensee as a Licensee or registered user. The Licensee shall at the MHP Mark Licensor's request assist the MHP Mark Licensor as may be necessary (including by executing necessary documents including registered user agreements) recording the Licensee as a registered user of the MHP Mark in any part of the Territory, and the Licensee hereby agrees that each such entry may be cancelled by the MHP Mark Licensor upon any termination of this Licence Agreement in accordance with its terms, and that it shall assist the MHP Mark Licensor so far as may be necessary to achieve such cancellation including by executing necessary documents. At the Licensee's request and expense the MHP Mark Licensor shall take all necessary steps to record such licences with the regulatory authorities in countries where such registration is required or desirable.

(f) Further Registration.

The MHP Mark Licensor shall, subject to the Licensee's cooperation, use its reasonable efforts to renew any registrations for the MHP Mark already registered, and to produce registrations for applications of the MHP Mark. The MHP Mark Licensor will add to the Territory any registrations of the MHP Mark which are completed in additional countries. However, subject to Article 11(c), the MHP Mark Licensor may at any time remove a country from the Territory for legal or justifiable commercial reasons.

## **Article 7. Infringements**

(a) Infringements of the MHP Mark.

The Licensee shall exert reasonable efforts to give to the MHP Mark Licensor in writing, if the Licensee becomes aware thereof, particulars of any unauthorised use or proposed use by any other person of a trade name, MHP Mark, or get-up of goods or mode of promotion or advertising which might in the good faith opinion of the Licensee's trademark attorneys amount either to infringement of the MHP Mark Licensor's rights in relation to the MHP Mark or to passing-off or similar causes of action under the laws of any part of the Territory.

(b) Infringement of Third Party Marks.

If the Licensee becomes aware that any other person alleges that the MHP Mark used by the Licensee is invalid or if either party hereto becomes aware that any other person alleges that use of the MHP Mark infringes any rights of another party, the Licensee or the MHP Mark Licensor as appropriate shall give to the other party hereto particulars in writing thereof. The Licensee shall make no comment or admission to any third party in respect thereof except pursuant to any judicial order binding upon it.

(c) Conduct of Proceedings Relating to the MHP Mark.

The MHP Mark Licensor shall have the conduct of all proceedings relating to the MHP Mark and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the MHP Mark or passing-off of any other claim or counter-claim brought or threatened in respect of the use or registration of the MHP Mark. The Licensee shall not be entitled to bring any action for infringement under any provisions of the laws of any other jurisdiction enabling licensees to bring proceedings for infringement of trademarks provided always that nothing herein shall be deemed to remove from the Licensee any right to bring such proceedings which may not under any relevant country's laws be excluded by agreement between a licensor and licensee.

(d) Cooperation.

The Licensee shall at the request of the MHP Mark Licensor provide reasonable assistance to the MHP Mark Licensor in any action, claim, or proceedings brought or threatened in respect of the MHP Mark; Licensee shall bear its own cost and expenses in respect of any such assistance. Where the Licensee requests the MHP Mark Licensor to bring proceedings which the MHP Mark Licensor would not otherwise bring in any part of the Territory, the Licensee shall be consulted at all significant stages of such proceedings and shall meet the MHP Mark Licensor's costs associated with the bringing of such proceedings. In the event of the successful prosecution of such proceedings the MHP Mark Licensor shall remit to the Licensee any resulting damages recovered by it after the deduction of all of the MHP Mark Licensor's own costs incurred as a result of such proceedings. Notwithstanding the above, it shall be at the MHP Mark Licensor's sole discretion whether or not any proceedings are brought or continued.

(e) Products Altered by Purchasers and Licensees.

A purchaser or licensee of the Licensee's Implementation and of related materials bearing the MHP Mark, who may for the purposes of resale or re-licensing be altering the content or specification of all or part of such Implementation in such a way as to affect the compliance of such Implementation with the Conformance Testing, is not permitted to use the MHP Mark on or in relation to such altered products, including in any marketing materials relating thereto, whether supplied by the Licensee or by any other person, unless such purchaser or licensee of the Licensee's Implementation is a licensee under a separate MHP Mark Licence Agreement between the MHP Mark Licensor and such purchaser or licensee. The Licensee shall use reasonable efforts to inform purchasers and licensees who may be misusing the MHP Mark that they may be infringing the rights of the MHP Mark Licensor.

## **Article 8.**

(a) Scope of indemnity.

The Licensee shall indemnify and hold harmless the MHP Mark Licensor together with its officers, servants and agents, when engaged in activities on behalf of the MHP Mark Licensor but only to the extent that they are acting in that capacity (together the "Indemnified") against any and all demands, claims, and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages (including without limitation direct damages), settlements and costs (including lawyers' fees) of any nature whatsoever asserted against or suffered by the Indemnified (including, without limitation, demands and claims brought by the Licensee), but limited to demands, claims, and liability arising out of:

- i. the manufacture, use, or supply of any Implementation on or in relation to which the MHP Mark has been applied by or on behalf of the Licensee, or
- ii. the use by the Licensee of the MHP Mark;

provided that the Licensee (together with any other Licensees of the MHP Mark affected by such claims) shall have the conduct of such claims but shall consult

fully with the MHP Mark Licensor before taking any action or making any admission or settlement which may adversely affect the MHP Mark Licensor's interest.

(b) Cure of invalidity.

Any provision of Article 8(a) shall not apply in any circumstances or in respect of any liability or class of liability to the extent that it may not apply in accordance with applicable law. In the event of such a provision being held to be inapplicable or invalid the parties will make such amendments to this Licence Agreement by the addition or deletion of wording, or otherwise, as to remove the inapplicable or invalid part of the provision but otherwise retain the provision to the benefit of the MHP Mark Licensor to the maximum extent permissible under applicable law.

## **Article 9. Assignment; Extension of Licence to Affiliate**

(a) Assignment.

Neither party shall assign, transfer, subcontract, sub-licence, or in any other manner make over to any third party the benefit and/or burden of the whole or any part of this Licence Agreement or purport to do any of the same without the prior written consent of the other. Notwithstanding the foregoing, such written consent shall not be unreasonably refused

- (i) in the case of an assignment by the Licensee where such assignment is part of a merger, reconstruction, or transfer of business and the assignee accepts all the obligations of the Licensee under this Licence Agreement, or
- (ii) in the case of an assignment by the MHP Mark Licensor (or any successor or assign under this Article 9) to another entity undertaking substantially similar activities to those of the DVB Project, or to an entity responsible for maintenance of the MHP specification and related activities, or to an entity responsible, among other things, for maintaining and enforcing the MHP Mark.

(b) Extension of Licences to Affiliates.

The licences granted herein shall include the right of Licensee to grant sublicences to its Affiliates, subject to the condition that any Affiliate of the Licensee receiving such further sublicences be identified in Schedule 5. Each sublicensed Affiliate shall be bound by the terms and conditions of this Licence Agreement as if it were named herein in the place of the Licensee; provided, however, that Licensee shall pay and account to the MHP Mark Licensor for royalties hereunder payable. Any sublicense granted to an Affiliate shall terminate automatically and without notice on the date such Affiliate ceases to be an Affiliate. If

- (i) a sublicense to an Affiliate of the Licensee is terminated either as a result of the Affiliate ceasing to be an Affiliate, or as a result of a termination of the sublicense of the Affiliate by the Licensee, or
- (ii) the Licensee grants a new sublicense to either a new Affiliate or an existing Affiliate not previously sublicensed, such termination or such new sublicense shall be effective immediately provided that the Licensee notifies the MHP Mark Licensor within ten days thereof and delivers with such notice a Schedule 5 as so modified.

## **Article 10. Confidentiality**

(a) Holding in confidence.

The MHP Mark Licensor shall, except where a provision of the Licence Agreement provides otherwise, maintain in confidence all information disclosed to it under or in relation to this Licence Agreement by the Licensee, which is in writing marked "confidential" or, if oral or visual, is identified as confidential at the time of disclosure and reduced to writing marked "confidential" and sent to the MHP Mark Licensor within 30 days thereafter, and shall not use any such information except for the purposes of this Licence Agreement. The MHP Mark Licensor's obligations under this Article shall be limited to taking such steps as it ordinarily takes to preserve its own confidential information.

(b) Exemptions.

The obligation of non-disclosure and non-use set out in Article 10(a) above shall not apply to any item of information which:

- (i) is in the public domain at any time;
- (ii) was rightfully in a person's possession without obligation of confidence prior to its disclosure pursuant to this Licence Agreement, or is subsequently independently developed by that person by employees having no access to the information disclosed hereunder;
- (iii) is subsequently rightfully obtained without obligation of confidence by a person from a source other than the Licensee; or
- (iv) is required to be disclosed by order of any court of competent jurisdiction or to enable the MHP Mark or any licence thereunder to be validly registered or notified in any part of the Territory or otherwise to protect the validity of the MHP Mark, provided that no right or interest under any licence, patent, or otherwise shall be acquired by the recipient of any information by virtue of the application of this Article.

(c) Survival.

The obligations of non-disclosure, and the limitations on use, set out in Article 10(a) above, shall survive for a period of two years after termination of this Licence Agreement but subject to Article 10(b) above.

(d) Disclosure within the MHP Mark Licensor.

The MHP Mark Licensor may disclose the Licensee's confidential information to those of its employees, agents or subcontractors who reasonably require to have access to such information. However, the MHP Mark Licensor may not disclose the Licensee's confidential information to any employee of a member company of the DVB Project, unless another exception to the obligations under this Sub-clause applies. For the avoidance of doubt, the MHP Mark Licensor may disclose the Licensee's confidential information to employees of the Licensee.

## **Article 11. Entire Licence Agreement, Amendment**

(a) Prior Agreements.

This Licence Agreement including its Schedules constitutes the entire agreement and understanding of the parties relating to the subject matter of this Licence Agreement and supersedes all prior oral or written agreements, understandings, or arrangements between them relating to such subject matter.

(b) Amendment.

Neither party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Licence Agreement which is not expressly contained in this Licence Agreement and, subject to Article 11(c), no change may be made to this Licence Agreement except in writing signed duly by authorised representatives of both parties.

(c) Amendment of Schedules.

The Schedules to this Licence Agreement may be amended by the MHP Mark Licensor from time to time, consistent with the processes established by the MHP Mark Licensor, as follows:

- i. Schedule 1 (MHP Mark) will generally not be modified except that the MHP Mark Licensor may add a newly acquired MHP mark.
- ii. In respect of Schedule 2 (Territory), countries will be added on application for and completion of the registration of the MHP Mark in such additional countries. Deletions of countries may be made for legal or justifiable commercial reasons and the Licensee will be notified of each such deletion accordingly. In the event of such a deletion for justifiable commercial reasons the Licensee shall have a period of 30 days from the date of the MHP Mark Licensor's notice of deletion in which to object in writing to such deletion.

(d) Partial Territory Amendments.

If in any jurisdiction the effect of any provision of this Licence Agreement or the absence from this Licence Agreement of any provision would be to prejudice the MHP Mark or any remedy under the MHP Marks, the parties will make such amendments to this Licence Agreement and execute such further agreements and documents limited to that part of the Territory which falls under such jurisdiction as may be necessary to remove such prejudicial effects.

**Article 12. Governing law, jurisdiction**

The validity, construction, and performance of this Licence Agreement shall be governed by Swiss law, and shall be subject to the non-exclusive jurisdiction of the Courts in the canton of Geneva, Switzerland except that proceedings to the extent only that they relate to the validity or enforcement of any of the Trademarks in any part of the Territory shall be governed by the law and procedures of that part of the Territory.

**Article 13. Waiver of Rights under this Licence Agreement**

No failure or delay on the part of either of the parties to exercise any right or remedy under this Licence Agreement shall be constructed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

**Article 14. Notices**

Any notice or other document to be given under this Licence Agreement shall be in writing in the English language and shall be deemed to have been duly given if sent by hand or by recorded delivery or registered post, or by facsimile (subsequently confirmed by post) to a party at the address for that party on a signature page hereof unless a different address has been notified to the other in writing for this purpose.

Notices shall be deemed to have been received by the addressee within 72 hours of posting as on the signature page hereof or within 24 hours if sent by hand or facsimile to the addressee's correct address.

**Article 15. Interpretation**

The headings in this Licence Agreement are inserted only for convenience and shall not affect its construction. Where appropriate words denoting the singular only shall include the plural and vice versa. The Schedules to this Licence Agreement (as amended from time to time by the MHP Mark Licensor where it is entitled to do so in accordance with this Licence Agreement) shall form part of this Licence Agreement as if they were specifically set out herein.

Executed in two originals as of the later of the two dates set out below:

MHP MARK LICENSOR  
DVB PROJECT

LICENSEE

\_\_\_\_\_  
By \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address:  
The DVB Project  
c/o European Broadcasting Union

\_\_\_\_\_  
By: <sup>2</sup> \_\_\_\_\_  
Title: <sup>3</sup> \_\_\_\_\_  
Date: \_\_\_\_\_  
Address <sup>4</sup>:

- <sup>1</sup> Name of Licensee
- <sup>2</sup> Name of authorised representative.
- <sup>3</sup> Title of authorised representative.
- <sup>4</sup> Address of Licensee.

attention: Executive Director  
Ancienne Route 17A  
CH-1218 Grand Saconnex (Geneva)  
Switzerland

## **Schedule 1 to the MHP Mark Licence Agreement Trademarks**



and / or



and / or

MHP

## **Schedule 2 to the MHP Mark Licence Agreement Territory**

Territory:

Algeria

Argentina

Australia

Bosnia-Herzegovina

Brazil

Canada

China

Cuba

Czech Republic

Egypt

European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxemburg,  
Netherlands, Portugal, Spain, Sweden, United Kingdom)

Hungary

Indonesia

Japan

Kenya

Mexico

Morocco

Norway

Poland

Romania

Russian Federation

Slovak Republic

Slovenia

South Africa

Switzerland

Turkey  
Ukraine  
United States  
Yugoslavia

Excluded Countries: None

**Schedule 3 to the MHP Mark Licence Agreement**  
**MHP Licence Fee**

initial MHP Licence Fee	EUR 10,000
further payments on the anniversary of the MHP Mark Licence Agreement	EUR 5,000

## Schedule 4 to the MHP Mark Licence Agreement

Supplemental Annual Certificate in respect of Conformance Testing  
[on the anniversary date of the MHP Mark Licence Agreement]  
To the MHP Mark Licensor under the MHP Mark Licensor Agreement  
The DVB Project  
c/o European Broadcasting Union  
Ancienne Route 17A  
CH-1218 Grand Saconnex (Geneva)  
Switzerland  
Attention: Executive Director

Gentlemen:

### **Supplemental Annual Certificate**

We hereby deliver our Supplemental Annual Certificate under the MHP Mark Licence Agreement. All capitalised terms in this Supplemental Annual Certificate shall have the same meaning as in that Agreement; for purposes of this Supplemental Annual Certificate, we are the Licensee.

We hereby represent and warrant that:

- (a) in respect of each of our Implementations, we have completed the Conformance Testing, using the MHP Test Suite delivered, from time to time, to the Licensee by the Custodian;
- (b) during the Conformance Testing, each Implementation of MHP satisfied the MHP Test Suite; and
- (c) this Supplemental Annual Certificate has been prepared and signed by the person who has performed the Conformance Testing on behalf of the Licensee and who is authorised to sign the Supplemental Annual Certificate on its behalf.

We understand that if these representations and warranties are untrue there may be a breach of the MHP Mark Licence Agreement and one or more Test Application Licences, Source Code Licences or Licences.

We also have made to you on or before today the further payment of EUR 5000 in respect of the MHP Licence Fee.

Sincerely,

[LICENSEE]

by:  
its

## **Schedule 5 to the MHP Mark Licence Agreement**

Sublicensed Affiliates