

NORDIG VERIFICATION TEST CUSTODIAN AGREEMENT

This NorDig Verification Test Agreement is executed between NorDig, a not for profit registered association with legal personality governed by Swedish law, having its official address at c/o Sveriges Television AB–SVT, NorDig Secretary, 105 10 Stockholm, and Labwise Ltd, a Company existing under the laws of Finland, having its official address at Lapintie 3, 33100 Tampere, Finland, hereinafter Labwise, acting as Custodian for NorDig.

RECITALS

- a) NorDig (all capitalized terms, unless otherwise defined, are defined in section 1 of this Agreement) is specifying a common platform for digital television to be used within the Nordic region (Denmark, Finland, Iceland, Norway and Sweden). NorDig consists of companies who are jointed for this co-operation.
- b) Labwise shall act as Custodian for NorDig Verification Testing, as regulated in this Agreement.
- c) NorDig by decisions of its Steering Board has announced the NorDig Migration Plan for the transition to IRDs that are compliant with the specified NorDig mandatory requirements.
- d) An IRD manufacturer may wish to use the NorDig Test Suite and to undertake the Verification Test procedure to aid Compliance with the NorDig specifications when developing and testing its product.
- e) For the purpose of Verification Test, the Custodian is willing to deliver the NorDig Test Suite according to the terms of this agreement on behalf of NorDig to the Manufacturer.
- f) NorDig owns the NorDig trademark and wishes to grant a license for the use of the NorDig Mark in order to indicate the Product's compatibility with the NorDig Requirements and the NorDig Test Suite by the Licensee's Product, upon the delivery of the Certificate of the successful completion of the Verification Test by such Licensee and in accordance with the terms and conditions set forth in the NorDig Mark License Agreement.
- g) NorDig believes that self-certification by Manufacturers will support the creation of a more horizontal, competitive market in consumer equipment that comply with the NorDig Requirements.
- h) The parties believe that the confidentiality of any Manufacturer will be generally protected so that no commercial advantage can be gained through discovering the identity of a Manufacturer.
- i) By this Agreement, NorDig intend to appoint Labwise, and Labwise is willing to accept such appointment, as Custodian pursuant to the terms of this Agreement for the delivery of the NorDig Test Suite to potential Manufacturers for the receipt and acceptance of Certificates from Manufacturers of the completion of Verification Test; the execution, on behalf of NorDig of the NorDig Mark License Agreement and for the other activities described in this Agreement.

Now therefore the parties have agreed as follows:

1 Appointment of Custodian; definitions

- a) **Appointment of Custodian.** NorDig appoints Labwise, and Labwise accepts such appointment, as Custodian to undertake the duties specified hereunder, and subject to the provisions of, this Agreement.

b) **Definitions.** For the purposes of this Agreement, the following words shall have the meanings ascribed to them below:

Certificate:	The Certificate, in the form of Annex A, to be delivered to the Custodian by an IRD Manufacturer in order to verify that the Product conforms to the specifications and NorDig Test Suite.
Challenge Procedure:	A potential breach of the license terms for the use of the Mark and related procedure as defined in section 4.
Custodian:	Labwise, or any replacement custodian as identified between the parties due to assignment, pursuant to section 6(c).
DVB	The Digital Video Broadcasting Project, see http://www.dvb.org .
Further Test Items:	The Test Specifications and Test Applications, amending or supplementing the NorDig Test Suite, or related to an amendment to the NorDig Requirements, in each case delivered to the Custodian pursuant to section 2(a).
Intellectual Property Rights:	Copyright and other intellectual property rights owned by a Licensor on the date it has executed this Agreement, or hereafter acquired, which are related to the NorDig Verification Test or the use of the NorDig Mark.
IRD:	An Integrated Receiver Decoder (IRD) product for television and other broadcast signals.
IRD Product:	An individual IRD model from the Manufacturer, which may belong to an IRD Product Group.
IRD Product Group:	The IRD Products that are from the same Manufacturer and have only minor deviations between individual product models.
Licensee:	An IRD manufacturer that obtains a License.
Licensor:	NorDig as the owner of the trademark and third part licensors as given in Annex B.
Manufacturer:	An entity manufacturing IRD Products.
NorDig Mark:	The trademark "NorDig", owned by NorDig, which shall be used in order to indicate the compatibility of the Product with the NorDig Requirements and the NorDig Test Suite.
MHP specification:	The multimedia home platform (MHP) specification, as specified by the DVB Steering Board, as such specification may from time to time be amended, see Schedule 1.
NorDig IRD:	An IRD product that is:

- (i) Fully compliant with the mandatory requirements as specified for one or more of the NorDig profiles, as relevant for profiles Basic, Enhanced, Interactive, Internet, or NorDig I and
- (ii) Self-Certified to have passed the NorDig Test Suite for the relevant NorDig profile.

NorDig Mark License Agreement:	The NorDig Mark License Agreement, as identified in Annex C hereto, granted to an IRD Manufacturer upon delivery of its Certificate of completion of the Verification Testing pursuant to section 3.
NorDig Mark License Fee:	The amount indicated as the initial NorDig Mark License in the NorDig Mark License Agreement payable to the NorDig Custodian under the terms of the NorDig License Agreement.
NorDig Member:	A company that is a member of NorDig as from time to time identified in the http://www.nordig.org website.
NorDig:	NorDig, a not for profit registered association with legal personality governed by Swedish law and its members or, if such association cease to exist, the body succeeding to its activities or its assignee named pursuant to section 6(c).
NorDig Requirements:	The specified Unified NorDig Requirements for IRD, as approved by NorDig, as such specification may from time to time be amended, see Schedule 1.
NorDig Test Group:	A group, established by and reporting to NorDig in order to, inter alia, review recommendations for the issuance of the NorDig Mark.
NorDig Test Specifications:	The NorDig Unified Test Specification, as approved by NorDig , as such specification may from time to time be amended, see Schedule 1.
NorDig Test Suite:	NorDig Test Suite including but not limited to NorDig Test Specifications, Test Applications and Further Test Items.
OEM Vendor:	A Manufacturer that brands IRD Products or IRD Product Groups, manufactured by an other Manufacturer, as it's own IRD Products or IRD Product Group.
Territory:	Those countries as set out in Schedule 2, as amended from time to time in accordance with License Agreement, and any other countries in which the NorDig Mark Licensor has rights in the NorDig Mark other than through registration.
Test Applications:	Test sequences and/or Test software incorporated in the NorDig Test Suite or otherwise made available in connection with the

use of the NorDig Test Suite. Test Applications may contain Intellectual Property Rights and are protected by Copyright Laws.

Test Report: A report that contains the test results of the Manufacturer's IRD Product's as defined in NorDig Test Suite.

Third Party Licensor Any third party who has provided test materials or other material that can be used in connection with the Test Suite pursuant to Clause 5 in this Agreement

Verification Test: The process described in section 3 for the testing of the compatibility with the specified NorDig Requirements.

2 Delivery of the NorDig Test Suite

a) Delivery of the NorDig Test Suite.

On or promptly after the date of this Agreement, NorDig will pursuant to the rules and procedures of its experts group deliver the initial NorDig Test Suite to the Custodian. Thereafter, pursuant to such rules and procedures, NorDig may from time to time deliver Further Test Items together with instructions, if in the judgment of NorDig such instructions are necessary, relating to

(i) the integration of such Further Test Items with a Verification Test previously delivered to the Custodian, and

(iii) other matters relating to such applications.

b) Custody and copying of the NorDig Test Suite.

The Custodian shall exercise due care in the custody of the NorDig Test Suite. It shall, at its own cost, make such number of copies as it deems necessary for the performance of its duties under this Agreement. It shall treat as the NorDig Test Suite and Further Test Items (and the instructions related thereto) only those materials identified as such by the NorDig; it shall not deliver to Manufacturers or otherwise treat as the NorDig Test Suite, Further Test Items or instructions related thereto materials it has received from any other person.

3 Verification Test, NorDig Mark License Agreement and other Materials

a) Delivery of forms of license. The Custodian shall maintain on the NorDig website (at <http://www.nordig.org>) the terms of the NorDig Mark License Agreement, the NorDig Requirements and the NorDig Test Specifications, contact information for the services under this agreement and other materials as identified between NorDig and Custodian.

b) Request for NorDig Test Suite. Upon the delivery by any Manufacturer of two copies of request for the compatibility tests under this Agreement, each duly executed by such Manufacturer, the Custodian shall deliver to such Manufacturer the NorDig Test Suite.

c) Certification by Manufacturer. Upon the delivery by a Manufacturer to the Custodian of the Manufacturer's Certificate in the form of Annex A, together with evidence of payment of the NorDig Mark License Fee to the NorDig Custodian, two copies of the signed NorDig Mark License Agreement, the Custodian shall forthwith review such Certificate pursuant to the first sentence of section 3(e) and then sign

after the approval of NorDig Test Group pursuant to section 3 (d), as agent on behalf of NorDig, the NorDig Mark License Agreement and deliver one copy of each such agreement to the Manufacturer.

d) **Examination of Certificate.** The Custodian shall review each Certificate to ensure that it is in the form of Annex A and the Test Report to ensure that each Verification Test is correctly completed. If Certificate and Test Report are fully compliant with NorDig Requirements, the Custodian shall recommend the NorDig Test Group to provide NorDig Mark for the Manufacturer in accordance with the NorDig Mark License Agreement. If the Custodian determines that the Certificate is not in the form of Annex A, it shall reject the Certificate and redeliver to the Manufacturer or Licensee, as the case may be, the non-conforming Certificate and other delivered documents together with an explanation of the rejection or, if the Certificate and/or Test Report have minor deviations, recommend to consider a waiver to the NorDig Test Group.

e) **Records and Confidentiality; information on Manufacturers.** The Custodian will maintain accurate and up-to-date records including but not limited to the copies of the License Agreement, Certificate, evidence of payment of the License fee, Test Reports of all those who have received NorDig Mark Licenses and the NorDig Test Suite. The records will include details of version numbers and the date of distribution. Except as provided in the next sentence or in section 4 or when required by court order or when requested by the NorDig, the Custodian shall keep the identity of each person requesting the NorDig Test Suite (or any element thereof), and of any Manufacturer and the contents of such Manufacturer's Certificate, strictly confidential and not disclose it to any other person.

f) **OEM Vendors.** The Custodian shall deliver one or more NorDig Marks in electronic format and any related visual instruction or brand guidelines (if any) to an OEM Vendor upon its request and its written confirmation certifying that its IRD Group has been incorporated into an IRD Product, and identifying the Manufacturer of such IRD Product that has previously delivered a Certificate. The Custodian shall not deliver to an OEM Vendor a NorDig Mark License Agreement, as the use of the NorDig Mark has been provided to the original Manufacturer, and the its License covers the use of the NorDig Mark in connection with the OEM Vendor.

4 Breach of the License and Challenge procedure

If a NorDig Member has provided to the Chairman of the Executive Committee of NorDig reasonable grounds for believing that an entity is breaching the terms and condition of the NorDig Mark License agreement by using the NorDig Test Suite outside the scope of NorDig Requirements and this Agreement, the Chairman shall request the Custodian to certify in writing whether such entity is entitled to use the NorDig Test Suite. If a NorDig Member has provided to the Chairman of the Executive Committee of NorDig reasonable grounds for believing that an entity is breaching the terms and condition of the NorDig Mark License agreement by using the Mark outside the scope of the NorDig Mark License Agreement, the Chairman shall request the Custodian to certify in writing whether such entity has delivered to the Custodian an approved Certificate. Upon receipt of either such request, the Custodian will certify to the Chairman whether the entity has obtained a NorDig Test Suite or has delivered a Certificate, as the case may be.

5 Third Party Licensors

a) **Use of Test Suite.** If the NorDig Test Suite contains references to a Test Sequence or Test application (the "Referenced Items") in which any third party licensor has copyright, such licensor agrees that it will create a separate website (the "Website") with a universal resource locator ("URL") containing the Referenced Items. Such licensor has granted access to the Referenced Items (unless under terms more favourable) for use, copying and distribution of the Referenced Items solely for the purpose of verifying the NorDig Requirements and for determining whether the person granted access wishes to perform a Verification Test Procedure under the terms described for the NorDig Verification Test. The Custodian shall

maintain the URL's and make the appropriate banners or buttons to the <http://www.nordig.org> website pursuant to this Clause. The obligation to maintain and update the <http://www.nordig.org> website shall be defined in a more detailed fashion in the agreement for the provision of certain services in relation to the NorDig Group co-operation. Third Party Licensors shall be identified in the Annex B.

6 Miscellaneous

a) Custodian duty in respect of Licenses.

The Custodian shall not execute any NorDig Mark License Agreement except in the form of Annex C or as amended pursuant thereto. The Custodian's only obligation under this Agreement in respect of such agreements is to execute and deliver such agreements, as agent, pursuant to the terms of section 3. The Custodian shall not agree to amend, or consent to any waiver of any such agreement or to settle any disputes in relation thereto or otherwise make commitments on behalf of the NorDig Group unless agreed between the parties. The Custodian shall not represent the NorDig except as expressly provided herein.

b) NorDig Mark License Fee

The NorDig Mark License Fee is given in Schedule 3. It shall be paid to the NorDig Custodian. The fee may be amended as agreed between NorDig and the NorDig Custodian.

c) Term; termination.

(i) This Agreement shall be in effect from the signature for the Initial period to 30 June 2010 thereafter it shall be automatically extended for successive five-year renewal term unless the Custodian or the NorDig gives written notice of termination three months before the end of the initial term or any renewal term.

(ii) This Agreement may also be terminated upon

- (A) Six months' written notice given either by Labwise or by NorDig,
- (B) Material breach by Labwise unless it has not within 14 business days from the written notice cured the breach of this Agreement (and after written notice given by NorDig), or
- (C) The bankruptcy, insolvency, liquidation, judicial administration, winding up or similar proceedings undertaken by or in respect of Labwise or NorDig.

d) Assignment, notices.

The NorDig may, by notice to the other parties, assign its rights and obligations hereunder. Labwise Ltd. (and its successors as Custodian) may assign its rights and obligations hereunder only upon the prior written consent of NorDig which consent may not be unreasonably withheld. Notices shall be delivered, if to Custodian:

Labwise Ltd.
as NorDig Custodian
Lapintie 3
33100 Tampere, Finland
attention: NorDig
fax: +358-3-3122 3222

if to NorDig:

NorDig, Chairman of Executive Group
c/o SVERIGES TELEVISION AB - SVT
NorDig Secretary
105 10 Stockholm

e) Entire agreement.

This Agreement covers the terms in relation to Custodian duties between the parties and replaces in all respects any prior agreement, written or oral, on the subject matter. The Custodian has no duties, under principles of agency law or otherwise, except as herein expressly provided. Any amendments to this Agreement shall be in writing signed by each of the parties. This Agreement may be executed in counterparts and shall become effective upon the signature by the Custodian and NorDig. It shall become effective in respect of any Licensor thereafter executing this Agreement on the date of such execution.

For the avoidance of a doubt it is agreed and understood by the parties that some of the duties referred in this Agreement may be defined in a more detailed fashion in the specific agreements between NorDig representative and Labwise, i.e. agreement concerning project management for NorDig verification testing.

f) Governing Law.

This Agreement shall be governed by and constructed in accordance with the substantive laws of Sweden, except its conflict of laws provisions. If any disputes should arise in connection with the interpretation or the legal effects of this Agreement, the Parties shall try to solve the disagreement by negotiations within two (2) months.

If such negotiations should fail, any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Swedish Central Chamber of Commerce with the exception of injunctive relief. The arbitration shall be conducted in Stockholm, Sweden. The language of arbitration shall be English.

Executed as of 1 July 2005

Labwise Ltd.

by _____
General Manager, Labwise Ltd

NorDig

by _____
Chairman of the NorDig Executive Committee

Annex A to the NorDig Verification Test Custodian Agreement

Certificate of Completion of the Verification Test

[date]

To the Custodian under the NorDig Verification Test Custodian Agreement

Labwise Ltd.
Lapintie 3
33100 Tampere, Finland
fax: +358-3-3122 3222

attention: NorDig

Gentlemen:

Certificate of completion of Verification Test

We hereby deliver our Certificate under the NorDig Verification Test Custodian Agreement. All capitalised terms in this Certificate shall have the same meaning as in that Agreement; for purposes of this Certificate, we are the IRD Manufacturer. We hereby represent and warrant that

- a) The Manufacturer has examined the NorDig Unified Requirements [see Schedule 1] and confirms that the IRD satisfies all mandatory requirements of profile _____ of this specification.
- b) The Manufacturer has completed the Verification Test, using the NorDig Test Suite delivered to the Manufacturer by the Custodian;
- c) During the Verification Testing, the Manufacturer's IRD satisfied the NorDig Verification Test; and
- d) This Certificate has been prepared and signed by the person who has performed the Verification Test on behalf of the Manufacturer and who is authorized to sign the Certificate on its behalf.

We include the test results of completed Verification Test Suite as an attachment.

We understand that if these representations and warranties are untrue there may be a breach of the NorDig Mark License Agreement.

Sincerely,

[MANUFACTURER]

by: _____
its

Annex B to the NorDig Verification Test Licensor Agreement

1 July 2005:

There is currently no Third Party Licensor.

Annex C to the NorDig Verification Test Custodian Agreement

NORDIG MARK LICENCE AGREEMENT

This NorDig Mark License Agreement is between the NorDig, a not for profit association with legal personality governed by Swedish law, and the entity identified on the signature page hereof as Licensee.

RECITALS:

- a) The NorDig Mark Licensor owns the NorDig Mark.
- b) NorDig has adopted a Declaration in which it has declared that “there will be one NorDig Mark label that will be granted to IRD Manufacturer’s product declaring to the Custodian that their product has passed the NorDig Test Suites made available by the Custodian and fully complies with the appropriate profile of the NorDig Requirements with the possible exception of options, for use in connection with such product”.
- c) Pursuant to that Declaration, the NorDig, the Custodian (and certain Licensors) have entered into a Verification Test Custodian Agreement, under which
- i. The NorDig Test Suite has been delivered to the Custodian for distribution to Manufacturers;
 - ii. A Manufacturer may deliver its Certificate to the Custodian by which it certifies that its IRD product fully complies with the mandatory NorDig requirements and has successfully completed the NorDig Verification Test; and
 - iii. Upon delivery and acceptance of such Certificate, and payment of the initial NorDig Mark License Fee, the NorDig Mark Licensor is called upon to execute and deliver to the Manufacturer the NorDig Mark License Agreement.
- d) The Licensee has, pursuant to the NorDig Verification Test Custodian Agreement, delivered to the Custodian its Certificate in which it has represented and warranted, among other things, that during the Verification Test its Test Report has satisfied the NorDig Test Suite, and has made to the NorDig Mark Licensor payment of the initial NorDig Mark License Fee

Now therefore the parties have agreed as follows:

Article 1. Definitions.

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

- Excluded Countries:** The NorDig Mark shall not used for products intended for countries outside the Territory, though products may find they way to such countries. NorDig does not extend any guaranties to such countries.
- IRD Product:** An individual IRD model from Manufacturer may belong to an IRD Product Group.
- IRD Product Group:** A group of IRD Products that are manufactured by the same Manufacturer, based on a common design and with only minor deviations between individual IRD Products. NorDig defines the IRD

	Products of an IRD Product Group.
NorDig Mark License Fee:	The license fees given in Schedule 3.
NorDig Mark Licensor:	NorDig, a not for profit association with legal personality governed by Swedish law, or its successor or assignee pursuant to Article 9.
NorDig Mark:	The trademarks listed in Schedule 1, whether registered or not.
Supplemental Four-Year 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 License Agreement, and any other countries in which the NorDig Mark Licensor has rights in the NorDig Mark other than through registration.
Verification Test Custodian Agreement:	The NorDig Verification Test Custodian Agreement dated as of 1 July 2005, among NorDig, the Custodian (and the Licensors therein named).

Article 2. License.

a) Grant.

In consideration of the representations and warranties of the Licensee in its Certificate and in each Supplemental Four-Year Certificate, the initial NorDig Mark License Fee and the other payments to be made in accordance with Article 4, and subject to the other provisions of this License Agreement, the NorDig Mark Licensor hereby grants to the Licensee a non-exclusive license to use the NorDig Mark on such Licensee's products as are the subject matter of the Certificate in the Territory, including without limitation such use displayed on consumer or professional products which are products, and in brochures and marketing materials related there to.

b) Territory

The NorDig Mark shall not be used for products intended for countries outside the Territory, though products may find their way to such countries. NorDig does not extend any guaranties to such countries.

c) No Other Use.

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

d) Use of the NorDig Mark.

The use of the NorDig Mark by the Licensee shall at all times be in keeping with their distinctiveness and reputation as determined by the NorDig Mark Licensor as set forth in this License Agreement and the Licensee shall forthwith cease any use not consistent therewith as set forth in this License Agreement. The Licensee shall not use or register any mark or name confusingly similar to the NorDig Mark in respect of any goods and services. Nothing contained in this License Agreement shall entitle the Licensee to use or register the NorDig Mark as part of any corporate, business, or trading name of the Licensee or to use the NorDig 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 NorDig Mark in such a manner as may lead the reader

thereof to believe that the Licensee is licensed to apply the NorDig Mark to any product other than as stated in this Article 2.

Article 3. Duration, Termination.

a) Duration.

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

- i. as long as NorDig continues to maintain any of the NorDig marks and to provide NorDig Test Suites and receive Certificates; it being understood that Nordig shall notify of its intention to cease with these activities in writing with a reasonable notice period, and further, that NorDig may cease licensing certain types of products from time to time
- ii. The Licensee may terminate this License Agreement by not renewing its License(s) on their four-year renewals, in which event this agreement terminates simultaneously with the last License.

b) Termination.

This License Agreement may be terminated upon notice given by the NorDig 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 NorDig Mark Licensor, or
- ii. Any representation and warranty given by the Licensee in its Certificate or any Supplemental four-year Certificate is inaccurate, and the Licensee has not remedied such inaccuracy within 60 days of notice thereof by the NorDig 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 License 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 NorDig License Fee, immediately) cease to make any use of the NorDig Mark, and cause the NorDig 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 License Agreement, the Licensee has made payment of the initial NorDig License Fee for the first IRD Product of an IRD Product Group or for an additional IRD Products from the same IRD Product Group as indicated on Schedule 3. On each fourth anniversary date of this License Agreement, the Licensee shall make the further payment indicated on Schedule 3.

Article 5. Notification of defects in NorDig Verification Test

If at any time the Licensee becomes aware of any defect or insufficiency in the NorDig Verification Test or other information provided from time to time by the Custodian it shall promptly inform the NorDig Mark Licensor in writing giving such details as the Licensee has of such defect or insufficiency, which the NorDig Mark Licensor shall submit to the NorDig Experts Group or to such other process as the NorDig may from time to time establish.

Article 6. Ownership of the NorDig Mark

a) Ownership.

The NorDig Mark Licensor is the proprietor or exclusive licensor of the NorDig Mark for registration of the NorDig Mark in various countries, particulars of which are available from the NorDig Mark Licensor on request, and warrants that it has the right to grant the licenses granted hereunder. It is not aware at the date hereof that the NorDig Mark or the use of it on or in relation to any Manufacturers product 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 NorDig Mark or its registration nor to do any act which might assist or give rise to an application to remove the NorDig Mark from any national register or which might prejudice the right of NorDig Mark Licensor to the NorDig Mark.

c) Furnishing Information.

The Licensee shall on request give to NorDig Mark Licensor or its authorized representative any relevant publicly available information as to its use of the NorDig Mark, which NorDig Mark Licensor may reasonably require and will (subject to the provisions of Article 7) render any assistance reasonably required by NorDig Mark Licensor in maintaining the registrations of the NorDig 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 NorDig Mark except under the terms of this License Agreement and acknowledges that nothing contained in this License Agreement or done pursuant to this License Agreement shall give the Licensee any right, title, or interest in or to the NorDig Mark save as granted hereby.

e) Recording of Licenses.

Subject to the Licensee complying with its obligations hereunder, the NorDig 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 NorDig Mark Licensor's request assist the NorDig Mark Licensor as may be necessary (including by executing necessary documents including registered user agreements) recording the Licensee as a registered user of the NorDig Mark in any part of the Territory, and the Licensee hereby agrees that each such entry may be cancelled by the NorDig Mark Licensor upon any termination of this License Agreement in accordance with its terms, and that it shall assist the NorDig 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 NorDig Mark Licensor shall take all necessary steps to record such licenses with the regulatory authorities in countries where such registration is required or desirable.

Article 7. Infringements

a) Infringements of the NorDig Mark.

The Licensee shall exert reasonable efforts to give to the NorDig Mark Licensor in writing, if the Licensee becomes aware thereof, particulars of any unauthorized use or proposed use by any other person of a trade name, NorDig 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 NorDig Mark Licensor's

rights in relation to the NorDig 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 NorDig Mark used by the Licensee is invalid or if either party hereto becomes aware that any other person alleges that use of the NorDig Mark infringes any rights of another party, the Licensee shall give to the NorDig Mark Licensor 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 NorDig Mark.

The NorDig Mark Licensor shall have the conduct of all proceedings relating to the NorDig Mark and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the NorDig Mark or passing-off of any other claim or counter-claim brought or threatened in respect of the use or registration of the NorDig 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 NorDig Mark Licensor provide reasonable assistance to the NorDig Mark Licensor in any action, claim, or proceedings brought or threatened in respect of the NorDig Mark; Licensee shall bear its own cost and expenses in respect of any such assistance. Where the Licensee requests the NorDig Mark Licensor to bring proceedings which the NorDig 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 NorDig Mark Licensor's costs associated with the bringing of such proceedings. In the event of the successful prosecution of such proceedings the NorDig Mark Licensor shall remit to the Licensee any resulting damages recovered by it after the deduction of all of the NorDig Mark Licensor's own costs incurred as a result of such proceedings. Notwithstanding the above, it shall be at the NorDig Mark Licensor's sole discretion whether or not any proceedings are brought or continued.

Article 8.

a) Scope of indemnity.

The Licensee shall indemnify and hold harmless the NorDig Mark Licensor together with its officers, servants and agents, when engaged in activities on behalf of the NorDig 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 Manufacturers product on or in relation to which the NorDig Mark has been applied by or on behalf of the Licensee, or
- ii. The use by the Licensee of the NorDig Mark; in all other aspects than as stated in Article 7 above; provided that the Licensee (together with any other Licensees of the NorDig Mark affected by such claims) shall have the conduct of such claims but shall consult fully with the NorDig Mark Licensor before taking any action or making any admission or settlement which may adversely affect the NorDig 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 License 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 NorDig Mark Licensor to the maximum extent permissible under applicable law.

Article 9. Assignment; Extension of License to Affiliate

a) Assignment.

Neither party shall assign, transfer, subcontract, sub-license, or in any other manner make over to any third party the benefit and/or burden of the whole or any part of this License 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 License Agreement, or
- (ii) In the case of an assignment by the NorDig Mark Licensor (or any successor or assign under this Article 9) to another entity undertaking substantially similar activities to those of the NorDig, or to an entity responsible for maintenance of the NorDig specification and related activities, or to an entity responsible, among other things, for maintaining and enforcing the NorDig Mark.

Article 10. Confidentiality

a) Holding in confidence.

The NorDig Mark Licensor shall, except where a provision of the License Agreement provides otherwise, maintain in confidence all information disclosed to it under or in relation to this License 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 NorDig Mark Licensor within 30 days thereafter, and shall not use any such information except for the purposes of this License Agreement. The NorDig 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 License 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 NorDig Mark or any license there under to be validly registered or notified in any part of the Territory or otherwise to protect the validity of the NorDig Mark, provided that no right or interest under any license, 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 License Agreement but subject to Article 10(b) above.

d) Disclosure within the NorDig Mark Licensor.

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

Article 11. Entire License Agreement, Amendment

a) Prior Agreements.

This License Agreement including its Schedules constitutes the entire agreement and understanding of the parties relating to the subject matter of this License 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, nor representation relating to the subject matter of this License Agreement that is not expressly contained in this License Agreement and, subject to Article 11(c), no change may be made to this License Agreement except in writing signed duly by authorized representatives of both parties.

c) Amendment of Schedules.

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

- i. Schedule 1 (NorDig Mark) will generally not be modified except that the NorDig Mark Licensor may add a newly acquired NorDig mark.

Article 12. Governing law, jurisdiction

The validity, construction, and performance of this License Agreement shall be governed by Swedish law, and shall be subject to the non-exclusive jurisdiction of the Courts in the Stockholm, Sweden 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 License Agreement

No failure or delay on the part of either of the parties to exercise any right or remedy under this License Agreement shall be construed 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 License 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 License 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 License Agreement (as amended from time to time by the NorDig Mark Licensor where it is entitled to do so in accordance with this License Agreement) shall form part of this License Agreement as if they were specifically set out herein.

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

NorDig MARK LICENSOR

NorDig LICENSEE

By _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Address:

NorDig
c/o SVERIGES TELEVISION AB - SVT
NorDig Secretary
105 10 Stockholm

Schedule 1 to the NorDig Mark License Agreement Trademarks

The relevant versions of the NorDig and MHP specifications are:

1. NorDig Unified Requirements for Integrated Receiver Decoders for use in cable, satellite, terrestrial and IP-based networks, Version 1.0.2, November 2004, as approved by NorDig on 30 April 2005.
2. NorDig Unified Test Specification for Integrated Receiver Decoders for use in cable, satellite, terrestrial and IP-based networks, Version 1.0, November 2004, as approved by NorDig on 23 December 2004.
3. MHP specifications, version 1.0 and 1.1, see references in the NorDig Unified Requirements.
4. MHP Test suites for MHP 1.0 and 1.1, see references in the NorDig Unified Test Specification

The available NorDig Mark is a registered trademark N:0 766392:



This logo indicates that the IRD is compliant with at least one of the profiles as specified in the NorDig Unified Requirements for IRDs. The Manufacturer may add information relating to NorDig profile ("Basic", "Interactive Broadcasting" or "Internet Access").

The exact description of the NorDig Mark is available from the NorDig Custodian.

Schedule 2 to the NorDig Mark Licence Agreement Territory

The Territory:

The territories of countries belonging to the European Union (EU), the European Economic Area (EEA) plus the territories of Russia and Switzerland.

1 July 2005

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

The NorDig License Fees:

- Fee for the first IRD Product of an IRD Product Group: EUR 5000.
- Fee for additional IRD Products from the same IRD Product Group: EUR 100 per IRD Product.

Further payments for supplemental four-year Annual Certificate: EUR 100 per IRD product

Schedule 4 to the NorDig Mark Licence Agreement

Supplemental four-year Certificate in respect of Verification Testing [on the anniversary date of the this License Agreement]

To the NorDig Mark Licensor under the NorDig Mark Licensor Agreement

NorDig
c/o SVERIGES TELEVISION AB - SVT
NorDig Secretary
105 10 Stockholm

Attention:

Gentlemen:

Supplemental four-year Annual Certificate

We hereby deliver our Supplemental four-year Certificate under the NorDig 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 Verification Testing, using the NorDig Test Suite delivered, from time to time, to the Licensee by the Custodian;

(b) during the Verification Testing, each Product satisfied the NorDig Test Suite;

(c) each Product is fully compliant with all mandatory NorDig IRD requirements, see Schedule 1,

and

(d) this Supplemental Annual Certificate has been prepared and signed by the person who has performed the Verification Test 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 NorDig Mark Licence Agreement and one or more Test Application Licences or Licences.

We also have made to you on or before today the further payment of EUR 100 in respect of the NorDig License Fee.

Sincerely,

[LICENSEE]

by:

its