

As of 13 June 2006

Alliance for Telecommunications
Industry Solutions
Attention: Ms Maria Estefania
ATIS Vice President of
Industry Forums
1200 G Street, NW
Suite 500
Washington, DC 20005

Ladies and Gentlemen:

Liaison between ATIS and the DVB Project

This letter agreement confirms our mutual understanding on the liaison between the Alliance for Telecommunications Industry Solutions and the DVB Project. In this letter, each of us is referred to as a "forum", and together as "fora". Both DVB and ATIS (through its IPTV Interoperability Forum) develop and promote standards in, among other areas, IPTV architecture, digital rights management, content protection and copy management, and quality of service metrics.

We agree to work together on technologies in respect of the areas listed above, and in such other areas as we may from time to time agree by amendment to this letter agreement. Our work together is to ensure, to the extent practicable, that the work of each is complementary and avoids conflicts. In this collaboration

- a. each of us agrees to make available to the other forum for information, evaluation and comment, to allow reference to, and to permit implementation of, certain specifications for which our respective approval processes have been completed ("final specifications");
- b. each of us agrees to make available to the other, for information, evaluation and comment, certain documents, such as commercial requirements from the DVB's Commercial Module and standards from ATIS' IPTV Interoperability Forum, which, while not final specifications, have originated in a subgroup within the forum and have been adopted as final by its senior decisional body ("module materials");
- c. each of us agrees to make available to the other forum for information, evaluation and comment, and to allow reference to, certain provisional and

draft materials, intended to be adopted as specifications, for which our respective approval processes have not been completed ("draft specifications");

d. each of us will make available to the other forum for information, evaluation and comment certain other materials submitted as contributions in our respective processes, but not constituting draft specifications ("contributions"); and

e. representatives from ATIS and DVB will from time to time meet together, in joint meetings or as participants in meetings of the other forum.

This letter agreement sets out our further arrangements for the activities listed in items (a) – (e) and for our overall collaboration.

Participation in the meetings of the other forum

Either forum may send a liaison observer ("observer") to a meeting of the other forum or of one of its subgroups upon the invitation or approval of the hosting forum. The invitation/approval shall be handled by the persons named in the last paragraph of this letter. The observer shall be from a company which is a member of both fora. When portions of a meeting of the hosting forum are designated as "closed", the observer will not be entitled to report back to, or to otherwise liaise with, the other forum in respect of such portions. When the hosting forum undertakes a voting or consensus process, the observer will exercise rights only as a member of the hosting forum.

Contributions between fora

DVB may from time to time comment on, or make other contributions to, draft specifications or other materials of ATIS. Such contributions are subject to the rules on intellectual property rights and other matters adopted by ATIS. Without further written agreement between the fora (a) ATIS will not offer such contributions to DVB; and (b) neither forum will incorporate written contributions, or extracts from final specifications or draft specifications, offered by the other into its draft specifications ("cut and paste").

A contribution, a request for documents or other correspondence under this agreement shall be made only by the representatives named in the last paragraph of this letter.

IPR policy

Each of us agrees that any specification or draft specification of one forum remains under the IPR policy of that forum.

A contribution may be offered to a forum only by a member of the receiving forum. For the avoidance of doubt, a company member of both fora, when it makes a contribution, is subject to the IPR policy of the forum receiving the contribution.

The fora do not intend to co-develop any materials. If the fora do co-develop any materials, they shall agree in writing on the terms under which these materials can be used.

Neither forum acquires any intellectual or industrial property rights under this letter agreement or through any disclosure hereunder except where expressly stated in this letter agreement. No licence to any patent, trademark, copyright or other proprietary right is granted under this letter agreement or through any disclosure hereunder except where expressly stated in this letter agreement.

References to final specifications

Each of us may normatively reference the final specifications of the other forum. In respect of a DVB final specification, reference should be made to the document as published by the European Telecommunications Standards Institute (or the absence of such publication, to the DVB document).

References, copyright in respect of draft specifications

Each forum may offer to the other a draft specification, which in the judgment of the authoring forum has obtained a sufficient level of maturity to be useful to the receiving forum. Each forum grants to the other a free, irrevocable, perpetual, non-exclusive, world-wide licence to reproduce, distribute, display and perform such draft specification solely within the receiving forum's membership for the purposes of information, evaluation and comment back to the originating forum. Neither the receiving forum nor its members shall, however, be permitted to reproduce, distribute, display or perform such draft specification outside its membership. These limitations are without prejudice to the licence or other action offered by a forum member in respect of a contribution in which it has copyright.

Each forum may make an informative reference to the other's draft specification, made available as described above; such reference may serve as a "placeholder" until the final specification is adopted.

In connection with one forum making available draft specifications to the other, the receiving forum agrees that any such draft specification will bear the appropriate legend set out in Annex A.

Each forum grants to the other a free, irrevocable, perpetual, non-exclusive, world-wide licence to reproduce, distribute, display and perform module materials solely for the purposes of information, evaluation and comment back to the authoring forum.

Miscellaneous

Each of us has disclosed to the other our respective rules on disclosure, confidentiality and intellectual property rights. Nothing in this letter agreement is intended to modify (a) the duty of a member company (or, where applicable, its representative) to comply with the IPR policy of the forum or fora of which it is a member or (b) the processes internal to each forum on the disclosure of documents (for example, DVB's Rules on Document Disclosure, SB 1433 r 1). Each forum decides in its discretion which of its final specifications, draft specifications, module materials or other materials are provided to the other forum. The decision of the disclosing forum may be based on the relevance, usefulness and synergy of such materials with the activities of the other forum in the field described in the first paragraph of this letter.

Each of us will agree the text of a press release announcing our liaison; this letter agreement is not confidential. The fora may agree from time to time to amend this letter agreement in writing. Either of us may terminate this letter agreement in writing at any time. Any communication from ATIS to DVB shall make explicit reference to this letter agreement and be sent to us at Dr Will Dobbie, will.dobbie@btinternet.com, with a copy to DVB Project Office, osullivan@dvb.org, +41 22 7172724; any communication from DVB to ATIS shall make such reference and be sent to you at Mr Dan O'Callaghan, IIF Chairman, [email to follow] [fax number] with a copy to Ms Maria Estefania, ATIS Vice

President of Industry Forums, mestefania@atis.org, +1 202 434 8842. This letter agreement is governed by Swiss law.

Each of use indicates by our signature below that this is our understanding of the liaison between ATIS and DVB.

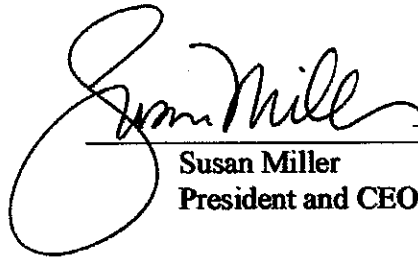
Very truly yours,

DVB PROJECT

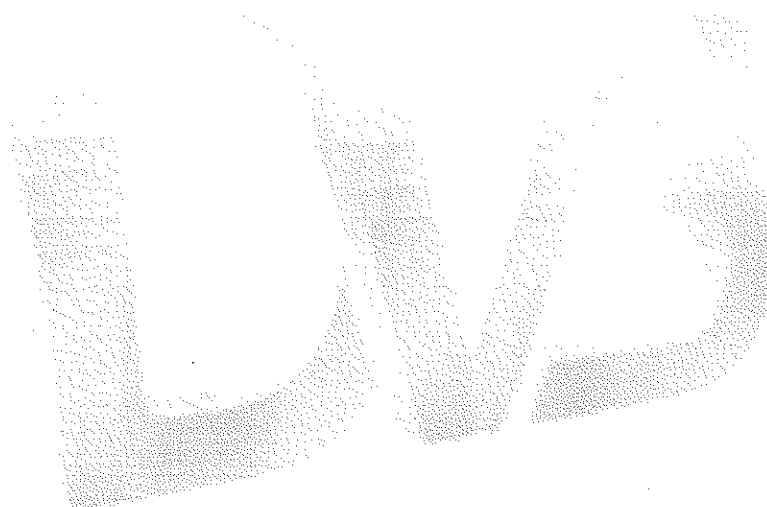
ALLIANCE FOR
TELECOMMUNICATIONS
INDUSTRY SOLUTIONS



Theo Peek
Chairman DVB



Susan Miller
President and CEO



Annex A to the letter agreement dated
as of 13 June 2006 between the
ATIS and the DVB Project

Where a provisional DVB document is shared with a sister forum, it shall bear the legend:

"THIS IS A PROVISIONAL DVB DOCUMENT. IT MAY BE CHANGED BEFORE FINAL ADOPTION BY DVB. THIS PROVISIONAL DOCUMENT IS FOR DISCUSSION PURPOSES ONLY. IMPLEMENTERS ARE NOT ENTITLED TO RELY ON THIS PROVISIONAL DOCUMENT. WHERE POSSIBLE, ITEMS FOR WHICH CONSENSUS HAS NOT BEEN REACHED ARE SUITABLY MARKED, FOR EXAMPLE BY SQUARE BRACKETS. IMPLEMENTERS SHOULD ALSO NOTE THAT ONLY FINAL SPECIFICATIONS ADOPTED BY DVB ARE (SUBJECT TO THE "NEGATIVE DISCLOSURE" RIGHTS OF MEMBERS) ENTITLED TO THE IPR LICENSING TERMS OF DVB'S MEMORANDUM OF UNDERSTANDING."

Where a provisional ATIS document is shared with DVB, it shall bear the legend:

"THIS IS A PROVISIONAL ATIS DOCUMENT. IT MAY BE CHANGED BEFORE FINAL ADOPTION BY ATIS. THIS PROVISIONAL DOCUMENT IS FOR DISCUSSION PURPOSES ONLY. IMPLEMENTERS ARE NOT ENTITLED TO RELY ON THIS PROVISIONAL DOCUMENT. WHERE POSSIBLE, ITEMS FOR WHICH CONSENSUS HAS NOT BEEN REACHED ARE SUITABLY MARKED."