

Side Letter to 2020 ILA

Name and address of licensee

I am writing on behalf of the Licensee named above to register our intention to take advantage of CI Plus LLP's decision to temporary allow existing Registered Host Device Types to be upgraded to add support for the CI Plus 2.0 USB interface.

In so doing I acknowledge the following conditions set by CI Plus LLP in relation to performing the USB upgrades:

Defined terms have the same meaning as in the ILA.

“Procedure”: The procedure for upgrading a Host Device Registration to support CI Plus functionality over USB interface, as set out in Change Note 48 and this Side Letter.

“Side Letter”: This Agreement, which shall be read alongside the current CI Plus Device Interim License Agreement and, if applicable, the CI Plus ILA Addendum for ECP.

Notwithstanding CI Plus Device Interim License Agreement, Exhibit C, subsection 5, CI Plus LLP will allow Host Device Registrations to be upgraded to include CI Plus functionality over USB interface for a period to be determined by CI Plus LLP, according to the Procedure set out in Change Note 48. In order to upgrade a Device, the Licensee must sign this Side Letter and agree to the terms set out below.

1. The Licensee undertakes that, except for the additional support of the USB CI Plus Interface, Registered Host Device Types upgraded using this Procedure shall use the same hardware and software implementation as at the moment of their successful initial Device Type Registration, in so much as it affects the CI Plus Specifications, Compliance Rules and Robustness Rules as defined under the CI Plus Device Interim License Agreement (the “Agreement”) and, if applicable, the CI Plus ILA Addendum for ECP (the “Addendum”).
2. Except for the specific exception to CI Plus Device Interim License Agreement, Exhibit C, subsection 5 allowed by this Agreement, the CI Plus Device Interim License Agreement (the “Agreement”) and, if applicable, the CI Plus ILA Addendum for ECP (the “Addendum”) apply in full.

3. The Licensee acknowledges that an upgrade to the Host Device Registration under this procedure does not count as a Normal Registration for the purposes of determining a licensee's Host Self-Test Registration status.
4. The Licensee acknowledges that CI Plus LLP makes this Procedure available for a limited period of time, as set out in the Change Note 48 and any subsequent Change Notes or other communications that CI Plus LLP may issue.
5. Any breach of the terms of this Side Letter by the Licensee, including of the undertaking in clause 1, shall be handled in accordance CI Plus Device Interim License Agreement and, if applicable, the CI Plus ILA Addendum for ECP.
6. The Licensee shall be a current Host licensee of CI Plus LLP.

I hereby confirm our agreement to comply with the conditions set out above in relation to any application of CI Plus 2.0 USB support to an existing device.

Signed: _____

On behalf of Licensee: