



**HDCP 2.0 ADDENDUM  
TO  
HDCP LICENSE AGREEMENT**

This HDCP 2.0 ADDENDUM to Adopter's HDCP LICENSE AGREEMENT ("Addendum") is entered into as of the latest date set out on the signature page hereof ("Effective Date") by Digital Content Protection, LLC, a Delaware limited liability company ("Licensor"), and Adopter named on the signature page of the Addendum.

Whereas, Adopter and Licensor have entered into an HDCP LICENSE AGREEMENT ("Agreement") and Adopter is an Adopter in good standing under such Agreement;

Whereas, Adopter wishes to implement the HDCP Specification Rev. 2.0 (as defined below) and Licensor is willing to grant license rights to HDCP Specification Rev. 2.0 subject to Adopter's Agreement and the additional rights and obligations contained in this Addendum to such Agreement;

Whereas, in furtherance of such desire, the parties' agree to amend the Adopter's Agreement as set forth below in this Addendum;

NOW, THEREFORE, Licensor and Adopter hereby agree and acknowledge the following terms and conditions:

Part 1.

1. All capitalized terms not defined or modified in this Addendum shall have the same meaning as set forth in the Agreement, including its Exhibits, the HDCP Specification or the HDCP Specification Rev 2.0.
2. The following definitions shall be added to Section 1 of the Agreement:

(i) “Receiver ID” shall mean a value that uniquely identifies the Presentation Device or Repeater Device and shall be used for the sole purpose of implementing the HDCP Specification Rev. 2.0.

(ii) “Global Constant” shall mean a random, secret constant provided only to Adopter and used during HDCP Content encryption or decryption

(iii) “Device Secret Key(s)” shall mean a cryptographic value that consists of (a) the secret Global Constant applicable to the HDCP 2.0 Source Device or HDCP 2.0 Repeater Device; or, (b) the secret Global Constant and the RSA private key uniquely applicable to the HDCP 2.0 Presentation Device or function used to receive and decrypt HDCP Content in HDCP 2.0 Repeater Device.

(iv) “HDCP Protected Interface” shall mean an interface to which HDCP has been applied.

(v) “HDCP 2.0 Presentation Device” shall mean a Presentation Device that implements the HDCP Specification Rev 2.0. For the avoidance of doubt, a Presentation Device is a Licensed Product.

(vi) “HDCP 2.0 Repeater Device” shall mean a Repeater Device that implements the HDCP Specification Rev 2.0.

(vii) “HDCP 2.0 Source Device” shall mean a Source Device that implements the HDCP Specification Rev 2.0.

(viii) “HDCP Specification Rev. 2.0” shall mean the specification entitled “High Bandwidth Digital Content Protection System, Revision 2.0 and any revisions thereto (including the “Errata” thereto).

(ix) “Public Key Certificate” shall mean a certificate, signed and issued by Licensor, that contains the Receiver ID and RSA public key corresponding to the Device Secret Key of a Presentation Device or Repeater Device.

(x) “Source Key(s)” shall have the same meaning as “Device Secret Key(s)” as

applicable to Source Devices and Source Function of Repeater Devices when used for the sole purpose of implementing the HDCP Specification Rev. 2.0 (including the “Errata” thereto)

Part 2.

1. The following subsections of Section 1 of the Agreement shall be amended as follows:

- (i) Section 1.2 (definition of “Adopter Agreement”) shall be modified by adding the following words at the end of the Section: “... or Robust Inactive Products.”

- (ii) Section 1.3 “Affected Adopter” shall be deleted in its entirety and replaced with the following:

“**Affected Adopter**” shall mean, (i) with respect to a KSV for which Revocation is requested or contemplated; or, (ii) with respect to a Receiver ID for which Revocation is requested or contemplated, any Fellow Adopter to whom Licensor or Key Generator has issued a Device Key Set associated with such KSV or Receiver ID, as applicable, under such Fellow Adopter’s Adopter Agreement and applicable HDCP 2.0 Addendum.”

- (iii) Section 1.32 “HDCP Specification” shall be deleted in its entirety and replaced with the following:

“**HDCP Specification**” shall mean (i) the specification entitled “HDCP Content Protection Specification, Release 1.1” and any revisions thereto (including the “Errata” thereto); and (ii) the specification entitled “High Bandwidth Digital Content Protection System, Revision 2.0 and any revisions thereto (including the “Errata” thereto), as such specifications may be amended from time to time pursuant to Section 5 of the Agreement.

- (iv) Section 1.18 Clarification shall be added to the end of this section as follows:

“Device Key includes secret key for Source Device, Presentation Device and Repeater implementing HDCP 1.1 and its revisions, Global Constant for HDCP 2.0 Source Device, and Global Constant and RSA Private Keys for HDCP 2.0 Presentation Device and HDCP 2.0 Repeater.”

(v) Section 1.19 “Device Key Set” shall be deleted in its entirety and replaced with the following:

“**Device Key Sets**” means (i) a set of Device Keys provided to Adopter or Fellow Adopter by Licensor or its designee for use in a Licensed Product or a Licensed Component; or, (ii) a set of Device Keys provided to Adopter or fellow Adopter by Licensor or its designee for use in a HDCP 2.0 Presentation Device or HDCP 2.0 Repeater Device’s functionality to receive and decrypt HDCP Content. Such Device Key Set shall consist of the Device Secret Key and corresponding Public Key Certificate. Device Key Sets are required for a Licensed Product, HDCP 2.0 Presentation Device or HDCP 2.0 Repeater Device to operate.

(vi) Section 1.33 “Highly Confidential Information” shall be deleted in its entirety and replaced with the following:

“**Highly Confidential Information**” means (i) Device Keys, Device Key Sets, Device Secret Keys, Global Constants, and any other intermediate cryptographic values or other values identified as requiring confidentiality in Appendix B to the HDCP Specification; (ii) any other proprietary information disclosed to any Person by Licensor, its designee, or Founder or any Affiliate thereof that is marked “Highly Confidential” when disclosed in written or electronic form; and, (iii) any other proprietary information from which any of the foregoing can be derived.

(vii) Section 1.36 “Key Generator shall be deleted in its entirety and replaced with the following:

“**Key Generator**” means the generator of Device Keys, Device Key Sets, Device Secret Keys, Global Constants, KSVs, Public Key Certificate,

Receiver IDs, RSA Private Key, Source Keys and System Renewability Messages designated by Licensor.”

(viii) Section 1.52 “Rescind” shall be deleted in its entirety and replaced with the following:

“**Rescind**” means with respect to a Revocation of (i) a KSV, to distribute to Content Participants a new System Renewability Message that does not contain such KSV; or (ii) a Receiver ID, to distribute to Content Participants a new System Renewability Message that does not contain such Receiver ID. Rescind shall include generally “Rescission”

(ix) Section 1.55 “Revoke” shall be deleted in its entirety and replaced with the following:

“**Revoke**” means with respect to (i) a KSV, to distribute information, as authorized or provided by Licensor, to Content Participants for purposes of their further distribution such information with Audiovisual Content in order to cause such KSV in Presentation or Repeater Devices to be invalidated with respect to such content; or, (ii) a Receiver ID, to distribute information, as authorized or provided by Licensor, to Content Participants for purposes of their further distribution of such information with Audiovisual Content in order to cause such Receiver ID in HDCP 2.0 Presentation or HDCP 2.0 Repeater Devices to be invalidated with respect to such content (generally, “Revocation” or “Revoked”). *Adopter is advised that, although neither the Agreement, this Addendum nor the HDCP Specification imposes any obligation on a Licensed Product with respect to how such Licensed Product should respond to such invalidation of a KSV or a Receiver ID, the license agreements relating to other technologies implemented in the product containing an HDCP-protected connection may impose such requirements.*”

Section 2 of the Agreement shall be amended as follows:

- (i) Section 2 shall be renamed to “LICENSE AND ADOPTER REQUIREMENTS”
- (ii) Section 2.1 shall be deleted in its entirety and replaced with the following (for the avoidance of doubt, Sections 2.1.1, 2.1.2 and 2.1.3 of the Agreement remain unchanged.):

**License.** Subject to the limitations set forth in Section 2.4 and the other terms and conditions of the Agreement and this Addendum, including but not limited to Adopter’s compliance with Sections 2.2, 2.3 and 2.7 and payment of all fees required hereunder, Licensor grants to Adopter a nonexclusive, nontransferable (except pursuant to Section 12.3), non-sublicensable, worldwide license (a) on behalf of, and as an authorized agent solely with respect to the licensing of Necessary Claims for, Founder, under the Necessary Claims of Founder in HDCP Specification or later, as well as (b) under any trade secrets or copyrights of Founder or Licensor embodied in the HDCP Specification or later:

For the avoidance of doubt, Section 2.1.1, 2.1.2, and 2.1.3 shall be deemed to incorporate a license to implement the HDCP Specification Rev 2.0 in, Licensed Products, Licensed Components, Robust Inactive Products Licensed Source Components, and/or Robust Licensed Components.

- (iii) Section 2.2 (“Fellow Adopter Non-Assertion”) of the Agreement shall be deleted in its entirety and replaced with the following:

“Subject to the limitations set forth in Section 2.4, and subject to a reciprocal promise by Fellow Adopter and its Affiliates Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against any Fellow Adopter, any claim of infringement under its or their Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, to use, make, have made, sell, offer for sale and distribute such Licensed Products, Licensed Components, Robust Inactive Products for which any Fellow Adopter has been granted a license by

Licensors under its Adopter Agreement. Adopter, on behalf of itself and its Affiliates, further promises not to assert or maintain against Licensors, Founders or any Affiliate thereof or Key Generator, any claim of infringement or misappropriation under its or their intellectual property rights for using, making, having made, offering for sale, selling and importing any Receiver ID, Global Constant, Source Key, KSV, Device Secret Key, Device Key or Device Key Set, or for using, copying, displaying, performing, making derivative works from (to the extent that such claim for making derivative works relates to intellectual property rights in or to the HDCP Specification or any portion thereof), or distributing the HDCP Specification. For the avoidance of doubt, the foregoing Fellow Adopter Non-Assertion shall extend to activities or products for which any Fellow Adopter has been granted a license by Licensors under an Adopter Agreement entered into with Licensors prior to the HDCP Specification.”

(iv) Section 2.3 (“Content Participant and System Operator Non-Assertion”) of the Agreement shall be deleted in its entirety and replaced with the following:

“Subject to the limitations set forth in Section 2.4, and subject to a reciprocal promise by such Eligible Content Participant or such Eligible System Operator, Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against any Eligible Content Participant, Eligible System Operator or any of their respective Affiliates any claim of infringement or misappropriation under any Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, for such Content Participant’s or System Operator’s or Affiliate’s causing or permitting the use of HDCP to protect Audiovisual Content, or in the case of an Eligible System Operator, for using, making, having made, offering to sell, selling or importing Licensed Source Components. For the avoidance of doubt, the foregoing Content Participant and System Operator Non-Assertion shall extend to activities or products for which any Eligible Content Participant or Eligible System Operator has been granted a license by Licensor under a Content Participant Agreement or System Operator Agreement to implement HDCP or to cause HDCP to be used entered into with Licensor prior to the HDCP Specification.”

(v) Section 2.4 (“Limitations on Sections 2.1, 2.2 and 2.3”) of the Agreement shall be deleted in its entirety and replaced with the following:

“The license and promises set out in Sections 2.1, 2.2, and 2.3 shall not extend to claims related to features of a License Product, Licensed Component, Presentation Device, Repeater Device, Robust Inactive Product, Robust Licensed Component, Licensed Source Component that are not required to comply with, or aspects of any technology, codec, standard or product not disclosed with particularity in, the HDCP Specification, even if such technology, codec, standard, or product may be mentioned in or required by the HDCP Specification (including, by way of example, (a) specifications such as DVI, HDMI, CSS, MPEG, IEEE 1394, DTCP, Upstream Protocol and tamper resistance technology), even though such technology, codec, standard or product may otherwise be mentioned in or required by the HDCP Specification, the Compliance Rules or the Robustness Rules; (b) claims related to features of a product for which there exists a commercially reasonable non-infringing alternative ; (c) claims related to features of a product which, if licensed, would require payment of

royalties by the Licensor to unaffiliated third parties; (d) claims that read solely on any implementation or use of any portion of the HDCP Specification where such implementation or use is not within the scope of the license to use HDCP granted to any Adopter, Content Participant or System Operator by Licensor; (e) claims relating to watermarking technology, semiconductors and semiconductor manufacturing technology, compiler technology, programming language, object-oriented technology, operating systems, middleware and database technology, or networking, internet, extranet or Internet technology; and, (f) to the promises pursuant to Sections 2.2 and 2.3, to any Person that is asserting or maintaining any claim of infringement or misappropriation under a Necessary Claim, or under any trade secrets or copyrights related to the HDCP Specification, against the promisor, where the promisor is not in breach of its Adopter Agreement, Content Participant Agreement or System Operator Agreement, as the case may be, or (g) the promises pursuant to Sections 2.2 and 2.3, to any Person following termination of this Agreement by Licensor pursuant to Section 9.1.2(a) or 9.1.2(b), provided, however, that the licenses pursuant to Sections 2.2 and 2.3 shall not be withdrawn with respect to any licensed activities or products performed or made prior to the effective date of such termination or to any license to Necessary Claims, trade secrets or copyrights herein which were in effect at the time of termination.

(vi) Section 2.5 (“Have Made Obligations”) of the Agreement shall be deleted in its entirety and replaced with the following:

**“Have Made Obligations.** Adopter shall have the right under the licenses granted under Section 2.1 to have third parties (“Have Made Parties”) make Licensed Products, Licensed Components, Robust Inactive Products, Robust Licensed Components, Licensed Source Components, , or subparts thereof, consistent with the limitations of Section 2.1, 2.4 and 2.7, for the sole account of Adopter, provided that such Licensed Products, Licensed Components, Robust Licensed Products, Robust Licensed Components, Licensed Source Components, or subparts thereof (a) are to be sold, used, leased or otherwise disposed of, by or for Adopter under the trademark, tradename, or other commercial indicia of Adopter or a Person to which

Adopter is authorized hereunder to sell such Licensed Products, Licensed Components, Robust Inactive Products, Robust Licensed Components or Licensed Source Components, and (b) are made by such Have Made Parties using designs whose underlying copyrights and trade secrets are not infringed or misappropriated by Adopter. Adopter shall be fully responsible for such other Have Made Parties' compliance with all terms of this Agreement and Addendum. Have Made Parties must be Fellow Adopters, a Founder or Affiliates thereof, or be subject to an applicable non-disclosure agreement with Adopter on conditions that are no less stringent than the confidentiality provisions set out in Exhibit B-1, and must include the "Third Party Beneficiary" provisions set out therein for Licensor and Content Participant, if such manufacture requires disclosure to such Have Made Parties of (i) Confidential Information or (ii) other information or materials from which Confidential Information could reasonably be derived, (iii) Highly Confidential Information, or (iv) other information or materials from which Highly Confidential Information could reasonably be derived. Adopter agrees and acknowledges that the fact that it has contracted with a Have Made Party shall not relieve Adopter of any of its obligations under this Agreement. Have Made Parties shall receive no license, sublicense, or implied license with respect to any Necessary Claims related HDCP or the HDCP Specification or any copyrights or trade secrets contained in HDCP or the HDCP Specification pursuant to this Agreement, the Addendum or any such non-disclosure agreement.

(vii) Section 2.6 of the Agreement shall be amended to include reference to this Addendum.

(viii) Section 2.7 of the Agreement shall be deleted in its entirety and replaced with the following:

**Compliance with Latest Version of the HDCP Specification and the Compliance Rules and Robustness Rules.** Adopter shall, when manufacturing for sale or distribution a Licensed Product, Licensed Component, Presentation Device, Repeater Device, Licensed Source Component, Robust Inactive Product , implement and comply with all

requirements not expressly identified as optional or informative in the then current version of the HDCP Specification available for licensing from Licensor as of the Effective Date, or such later version as required under Sections 5.2 and 5.3 of the Agreement and the then current version of the Compliance Rules and Robustness Rules, including, any changes thereto as provided under Section 5.2.

(ix) Section 2.8 shall be added as follows:

**Liability for Affiliates.** The entity named on Exhibit E shall procure and be responsible for its Affiliates' compliance with the terms and conditions of this Agreement and Addendum, and such entity and each of its Affiliates that exercises any of the rights or licenses granted hereunder shall be jointly and severally liable for any noncompliance by any such Affiliate with the terms and conditions of this Agreement and Addendum.

Part 4.

Section 6 of the Agreement shall be amended as follows:

(i) Section 6.1 of the Agreement shall be deleted in its entirety and replaced with the following:

**“Individual Privacy Respected.”** Adopter shall not use any portion of the HDCP Specification, or any implementation thereof or the Device Keys, KSVs, Public Key Certificates or Receiver IDs for the purpose of identifying any individual or creating, or facilitating the creation of, any means of collecting or aggregating information about an individual or any device or product in which the HDCP Specification, or any portion thereof, is implemented. Adopter may not use the Device Keys, KSVs or Receiver IDs for any purpose other than to support (a) the authentication of a Licensed Product with another Licensed Product and to manage Revocation; (b) the authentication of a Presentation Device and/or Repeater Device with a Source Device and to manage Revocation; and, (c) to perform Revocation processing, both in the manner described in the HDCP Specification and this Agreement and, as applicable, the Addendum. For

the avoidance of doubt, nothing in the foregoing section shall prohibit the verification of information needed to ensure that an Update can be made in a manner consistent with the requirements of this Agreement.”

Part 5. Section 7 of the Agreement shall be amended as follows:

- (i) Section 7 shall be entitled “REVOCATION”
- (ii) Section 7.1 shall be deleted in its entirety and replaced with the following:

“Generally” Adopter acknowledges that the HDCP Specification and the HDCP Specification Rev. 2.0 describes means by which KSVs and Receiver IDs may be Revoked.”
- (iii) Section 7.2 shall be deleted in its entirety and replaced as follows:

“**Cause For Revocation**”. Subject to the Revocation procedures set out in this Agreement, Licensor, a Fellow Adopter (solely with respect to KSVs or Receiver IDs issued to such Fellow Adopter) or one or more Eligible Content Participant(s), may cause the Revocation of KSVs or Receiver IDs, as applicable, in accordance with the procedures set out in Section 3 of the Procedural Appendix, when (a) it or they determine(s) that the Revocation Criteria (defined below) have been satisfied or (b) in the case that an Affected Adopter does not consent to the Revocation in accordance with the terms of Section 3 of the Procedural Appendix, (i) an arbitrator determines that the Revocation Criteria have been satisfied, or (ii) as described in Section 4.2 of the Procedural Appendix, a court of competent jurisdiction issues, as an interim measure, preliminary injunctive relief pending the resolution of the arbitration. For purposes of this Agreement, “Revocation Criteria” means:
- (iv) Section 7.2.1 shall be deleted in its entirety and replaced as follows:

“a Device Key Set, Device Secret Key(s), associated with a KSV or a Receiver ID, as applicable, has been cloned such that the same Device Key Set, Device Secret Key(s) is found in more than one device or product”

(v) Section 7.2.2 shall be deleted in its entirety and replaced as follows:

“a Device Key Set, Device Secret Key(s) [Global Constant or Source Key] associated with a KSV or Receiver ID, as applicable, has been disclosed in violation of this Agreement or another agreement with Licensor, made public, lost, stolen, intercepted or otherwise misdirected; or”

(vi) Section 7.2.3 shall be deleted in its entirety and replaced as follows:

“Licensor is required to Revoke a KSV or Receiver ID by the United States National Security Agency, a court order or by other competent government authority”

(vii) Section 7.3 shall be deleted in its entirety and replaced as follows:

“Notwithstanding Section 7.2, in the event that Adopter is an Affected Adopter with respect to a Revocation and does not consent to such Revocation in accordance with Section 3.3 of the Procedural Appendix, Licensor shall not commence such Revocation unless and until (a) an arbitrator, or, in the circumstances set forth in Section 4.2 of the Procedural Appendix, a court of competent jurisdiction, determines that the claimant has demonstrated likelihood of success of showing that the Revocation Criteria have been satisfied or (b) Adopter otherwise consents to such Revocation. For the purpose of this Agreement, the parties intend the standard for such likelihood of success to be the same as the standard for issuance of a preliminary injunction in a given jurisdiction. Without limiting the foregoing, Licensor shall not Revoke KSVs or Receiver IDs where Revocation is (i) based on Adopter’s general implementation of the HDCP Specification in a model or product line that is not Compliant or otherwise based on Adopter’s breach of the Agreement and Addendum (except that if Adopter has caused any of the circumstances described in Sections 7.2.1 or 7.2.2 with respect to any KSV or Receiver ID, such KSV or Receiver ID, as applicable, may be Revoked) or (ii) in products or devices where the general security of HDCP has been compromised

by third parties (other than where the Revocation Criteria have been satisfied).”

- (viii) Sections 7, 7.1, 7.2, 7.2.1, 7.2.2, 7.2.3 and 7.3 shall be modified to add reference to “Receiver ID” where applicable.

Part 6. Section 9 shall be amended as follows:

- (i) Section 9.1.4 (“Breach not capable of cure”) shall be modified as follows:

“In the event of a material breach that is not capable of cure under the provisions of Section 9.1.3, or in the event that a party has committed a third material breach whether or not it has cured prior breaches for which it has received notice pursuant to 9.1.3, the party not in breach may, by giving written notice of termination to the breaching party, terminate this Agreement and Addendum. Such termination shall be effective upon receipt of such notice of termination.”

- (ii) Section 9.3 shall be modified as follows:

The following sections shall survive termination of this Agreement: 2.2, 2.3, 2.4, 2.6, 2.7, 2.8, 3.2, 6, 8, 9.2, 10, 11, 12 and this Section 9.3.

Part 7. Section 10 shall be amended as follows:

- (i) Section 10.2 shall be modified to add Receiver IDs, Device Secret Keys, Source Keys, Public Key Certificate.

Part 8. Exhibit A, Section 1 shall be amended as follows:

- (i) Section 1 shall be deleted in its entirety and renamed as the following:  
“Annual Fee, Device Key Fees, Source Key Fees, Receiver ID Key Fees”
- (ii) Section 1.2 shall be amended to add the following:

Device Key Fees are for secret keys for products implementing HDCP Specification Rev. 1.1 only.

**Source Key Fees.** In addition to the Annual Fee, Adopter shall pay the following Source Key Fees annually depending on quantity of HDCP 2.0 Source Devices and HDCP 2.0 Repeaters produced:

|             |                                 |
|-------------|---------------------------------|
| US \$10,000 | For quantities over 1M per year |
| US \$5,000  | Up to 1M per year               |
| US \$2,500  | Up to 100K per year             |
| US \$1000   | Up to 10K per year              |
| US \$500    | Up to 1K per year               |
| US \$250    | Up to 100 per year              |

**Receiver ID Key Sets.** Receiver ID Key Sets consist of Global Constant, RSA Private Key and Public Key Certificate, to be incorporated in HDCP 2.0 Presentation Device and HDCP 2.0 Repeater. In addition to Annual Fees, Adopter shall pay the following Receiver ID Key Fees for each order of Receiver ID Key Sets:

| <u>Number of Receiver ID Key Sets</u> | <u>Fee per Order</u> |
|---------------------------------------|----------------------|
| 1,000,000                             | US \$5000            |
| 100,000                               | US \$2500            |
| 10,000                                | US \$1000            |

Part 9. Exhibit C shall be amended as follows:

- (i) Section 3.5 of Exhibit C shall be deleted in its entirety and replaced with the following:

“Device Key Sets” Each Presentation Function shall use a unique KSV and a unique Device Key Set. Notwithstanding the above, each HDCP 2.0 Presentation Device shall use a Device Secret Key

corresponding to a unique Receiver ID as required by the HDCP Specification Rev 2.0.

- (ii) Section 4.4 shall be added as follows:

“Global Constants” Notwithstanding section 4.3, HDCP 2.0 Source Devices shall require the use of Global Constants.

- (iii) Section 5.3 (“ Digital Outputs”) shall be deleted in its entirety and replaced by the following:

“A Repeater shall not permit the output of Decrypted HDCP Content to digital outputs, except when output through HDCP Protected Interface in accordance with this Agreement, the Addendum, if applicable, and the HDCP Specification. “

- (iv) Section 5.6 shall be added as follows:

“Notwithstanding section 5.5, each Repeater Device, for a receiver function or Source Function that implements HDCP Specification Ver. 2.0, shall use a unique Receiver ID and unique Device Key Set as appropriate.”

Part 10. Exhibit D, Section 3.3.1 shall be amended by adding “hardware” so that the section reads as follows:

“comply with Section 1.2 of these Robustness Rules by a reasonable method, including but not limited to: embedding Device Keys in silicon circuitry, hardware or firmware that cannot reasonably be read, or the techniques described above for Software; and”

This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

This Addendum amends the AGREEMENT entered into as of

\_\_\_\_\_ by DCP and Adopter.

Digital Content Protection, LLC:

Adopter: \_\_\_\_\_

,

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_