



**ADOPTER AMENDMENT TO
HDCP LICENSE AGREEMENT FOR
HDCP PROFESSIONAL**

The Digital Content Protection, L.L.C. (“Licensor”) is the authorized licensor of that certain proprietary technology for high-bandwidth digital content protection for the purposes of enabling a protected, interoperable video connection between certain digital devices and digital display monitors to allow display of such content while inhibiting copying (“HDCP”).

Licensor and the Adopter identified on the signature page below (“Adopter”) have entered into an HDCP License Agreement as amended by that certain HDCP 2.0 Addendum to the HDCP License Agreement (collectively, the “Agreement”) pursuant to which Licensor granted certain licenses to Adopter to enable Adopter to create and distribute certain devices that integrate all or part of the HDCP specification and Adopter is in good standing under such Agreement.

Licensor and Adopter now desire to enter into this Adopter Amendment to HDCP License Agreement for HDCP Professional (“Amendment”) as of the latest date set out on the signature page hereof (“Effective Date”) to modify and extend the terms of the Agreement in accordance with the terms and conditions set forth below.

AGREEMENT

In consideration of the covenants and agreements herein, Licensor and Adopter hereby agree and acknowledge the following terms and conditions:

1. All capitalized terms not otherwise defined or modified in this Amendment shall have the meanings given them 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:
 - a. **“Authorized Location”** means a location listed on the following website, https://www.digital-cp.com/HDCP_Pro_Authorized_Locations, or a location certified in writing by Licensor.
 - b. **“HDCP Adopter Amendment for HDCP Professional”** means the amendment between Licensor and Adopter modifying the terms of the Adopter Agreement to authorize the implementation of HDCP Professional.
 - c. **“HDCP Professional”** means HDCP designed for use in professional system installations for Audiovisual Content.
 - d. **“HDCP Professional Licensed Installer Agreement”** means the agreement entered into by a Person with Licensor pursuant to which such Person is authorized to install Licensed HDCP Professional Products.

- e. **“HDCP Professional Licensed Product”** means a product, including but not limited to a software application, hardware device or combination thereof, that (a) implements the HDCP Professional Specification and complies with all requirements of the HDCP Professional Specification not expressly identified as optional or informative and (b) is Compliant.
 - f. **“HDCP Professional Repeater”** means an HDCP Repeater that is designed in adherence to HDCP Professional, Revision 2.20 as may be amended.
 - g. **“HDCP Professional Specification”** means the specification entitled “High-bandwidth Digital Content Protection System, HDCP Professional, Revision 2.2” and any revisions thereto (including the “Errata” thereto), as such specifications may be amended or mapped from time to time pursuant to Section 5 of this Agreement.
 - h. **“Installer” or “Licensed Installer”** means any Person that performs a Licensed Installation in accordance with a fully executed HDCP Professional Licensed Installer Agreement. Installer or Licensed Installer includes its Affiliates.
 - i. **“Licensed Installation”** means an installation of HDCP Professional Licensed Products at an Authorized Location in accordance with the HDCP Professional Licensed Installer Agreement.
3. The following subsections of Section 1 of the Agreement shall be amended as follows:
- a. 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); and (iii) the specification entitled “HDCP Professional Specification” and any revisions thereto (including the “Errata” thereto); as such specifications may be amended or mapped from time to time pursuant to Section 5 of the Agreement.
4. Section 3 of the Agreement shall be amended as follows:
- a. Section 3.1 “Licensed Products” shall be deleted in its entirety and replaced with the following:

3.1 **Licensed Products.** Subject to Sections 3.4, Licensed Products, Robust Licensed Components and Robust Inactive Products may be distributed in any commercially reasonable manner.
 - b. A new Section 3.4 is added to read as follows:

3.4 HDCP Professional Licensed Products. Adopter acknowledges and agrees that HDCP Professional Licensed Product may only be installed and used at an Authorized Location. Adopter agrees that each transfer of HDCP Professional Licensed Product, either by sale or by lease, to a Person shall be conditioned upon the requirements and limitations set forth below and in this Agreement, including: (1) the HDCP Professional Licensed Product clearly providing the notice requirement set forth in Section 3.4.1; (2) the Adopter confirming that the HDCP Professional Licensed Product (a) has a Location Confirmation as described in Section 3.4.2 and a Content Confirmation as set forth in Section 3.4.3 or (b) the Person receiving the HDCP Professional Licensed Product is a Licensed Installer as listed on https://www.digital-cp.com/HDCP_Pro_Licensed_Installer or

confirmed in writing by Licensor; (3) Adopter maintaining and processing the latest System Renewability Message; (4) Adopter maintaining records of each sale or lease of HDCP Professional Licensed Product as set forth in Section 3.4.4; and (5) any Person receiving HDCP Professional Licensed Product who is not a Licensed Installer shall grant Licensor the third party beneficiary rights as set forth in Section 3.4.5.

c. A new Section 3.4.1 is added to read as follows:

3.4.1 Notice of Authorized Location Requirement. Adopter shall affix a label on each HDCP Professional Licensed Product clearly providing notice to any Person using the HDCP Professional Licensed Product that such product shall only be used at an Authorized Location. An acceptable notice includes, *“This product may only be installed and used at an Authorized Location as listed at https://www.digital-cp.com/HDCP_Pro_Authorized_Locations. Any other installation or use is strictly prohibited.”*

d. A new Section 3.4.2 is added to read as follows:

3.4.2 Verification of Authorized Location. If Adopter sells or leases HDCP Professional Licensed Product to a Person that is not a Licensed Installer, Adopter agrees to verify that each site of installation meets the requirements of an Authorized Location and that such requirements will be maintained over the life of the Licensed Installation. Verification by Adopter for each Licensed Installation must be in the form of a written documentation by the Person receiving the HDCP Professional Licensed Product (“Location Confirmation”) confirming compliance with definition of Authorized Location and this Agreement.

e. A new Section 3.4.3 is added to read as follows:

3.4.3 Verification of Authorization to Display Content on Proposed Displays. If Adopter sells or leases HDCP Professional Licensed Product to a Person that is not a Licensed Installer, Adopter shall confirm that each Person receiving HDCP Professional Licensed Product has the appropriate authorization to display content on the proposed displays, including but not limited to a contract with a content service provider such as a local cable television provider (“Content Confirmation”).

f. A new Section 3.4.4 is added to read as follows:

3.4.4 Maintenance of Records for HDCP Professional Licensed Product. Adopter acknowledges and agrees to maintain records of (1) the sale or lease of HDCP Professional Licensed Product to a Licensed Installer or (2) the Location and Content Confirmation(s) and details of the installation of HDCP Professional Licensed Products (in the detailed manner set forth below) with such records sent to Licensor on a quarterly basis and upon written request by Licensor. Failure to maintain such records and failure to send such records on a quarterly basis to Licensor will constitute a material breach of the Agreement. Each record of sale or lease of HDCP Professional Licensed Product and Licensed Installation shall include the following:

- i. Serial number of HDCP Professional Licensed Product;
- ii. Type of Licensed Installation (sale or lease);
- iii. Date of Licensed Installation; and

- iv. (A) Name of Licensed Installer or (B) Name of Person receiving HDCP Professional Licensed Product, Location Confirmation, and Content Confirmation.

The Location Confirmation, Content Confirmation and other records will be maintained by Adopter for three years after the termination of the agreement between Adopter and Person for the installation of the HDCP Professional Licensed Product or for any services associated with the HDCP Professional Licensed Product.

- g. A new Section 3.4.5 is added to read as follows:
 - 3.4.5 Third Party Beneficiary Rights.** Adopter agrees that any transfer of HDCP Professional Licensed Product shall require the transferee to agree and acknowledge that Digital Content Protection, L.L.C. is a third-party beneficiary of the transfer and shall be entitled to receive notice of any breach of any restriction of location and bring a claim or action to enforce rights against transferee with such rights including the right to seek injunctive relief or damages against the transferee for any further transfer, distribution, use or installation of the HDCP Professional Licensed Product at a location that is not an Authorized Location.
 - h. A new Section 3.4.6 is added to read as follows:
 - 3.4.6 Location Restriction.** Adopter is strictly prohibited from offering or installing HDCP Professional Licensed Product in *multi-unit buildings for residential use (ie. apartment building, duplex, college dormitory, etc.)*. Further, Adopter acknowledges and agrees that the location restriction of the HDCP Professional Licensed Product is essential to maintain the value and integrity of HDCP and HDCP Professional. Adopter agrees to prohibit each customer from the further distribution or disposition or transmission of any HDCP Professional Licensed Product.
5. Exhibit C to the Agreement shall be amended as follows:
- a. Section 4 “Compliance Rules for Source Devices” shall be deleted in its entirety and replaced with the following:
 - 4. **Compliance Rules for HDCP Professional Repeaters.** Section 5 “Compliance Rules for Repeaters” shall apply to all HDCP Professional Repeaters. Further, HDCP Professional Repeaters shall have the following additional requirements:
 - b. Section 4.1 “No Content Limitations” shall be deleted in its entirety and replace with the following:
 - 4.1 **Additional Requirements.** An HDCP Professional Repeater is required to download the latest SRM from <https://www.digital-cp.com/sites/default/files/resources/HDCP2.SRM> and to protect the communication of information from such HDCP Repeater Functions in order to ensure the effective protection of Audiovisual Content. The HDCP Repeater Function in an HDCP Professional Repeater is required by the Compliance Rules in the HDCP Adopter Amendment for HDCP Professional to ensure that such HDCP Repeater Function is fully engaged and able to deliver protected Audiovisual Content, which means (a) HDCP encryption is operational on all applicable output ports, (b) there are no Presentation Devices or Repeaters on an output port whose KSV or Receiver ID is in the current revocation list, and (c) processing of valid received SRMs, has occurred, as defined in the Specification.

- c. Section 4.2 “Additional Requirements” shall be deleted in its entirety.
 - d. Section 4.3 “Unique Device Key Sets” shall be deleted in its entirety.
6. Exhibit D to the Agreement shall be amended as follows:
- a. A new Section 3.8 is added to read as follows:

3.8 Secure Clock. A Licensed Product may use any available time source and time synchronization mechanism, provided that the time source (“Authorized Time Source”) and synchronization mechanism (“Authorized Synchronization Mechanism”) are reasonably accurate and resistant to malicious modifications by the end user (“Secure Clock”). A Licensed Product shall securely store the last known good date and time of its Secure Clock and be able to detect situations when it has lost track of the Secure Clock, e.g. due to a power failure. In those circumstances, a Licensed Product may set its Secure Clock based on any time source (including end user controllable clocks), if no other Authorized Time Source is available, but shall be designed to prevent roll back of the Secure Clock before the stored last known good date and time. In these cases, a Licensed Product shall attempt to synchronize its Secure Clock using an Authorized Synchronization Mechanism to an Authorized Time Source as soon as possible. A Licensed Product shall be designed in a way that protects its Secure Clock against unauthorized modifications.

- 7. This Amendment 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.
- 8. Except as set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signature Page Follows]