



HDCP PROFESSIONAL LICENSED INSTALLER AGREEMENT

This HDCP Professional Licensed Installer Agreement (the “Agreement”) is effective as of latest date set out on the signature page hereof (the “Effective Date”) by and between Digital Content Protection, L.L.C., a Delaware limited liability company (“Licensor”) and the entity named on Exhibit B (“Licensed Installer”).

W I T N E S S E T H

WHEREAS, Intel Corporation (“Intel”) has developed a 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;

WHEREAS, Intel has authorized Licensor to grant certain rights relating to such technology, and to license certain patent claims, on behalf of, and as an authorized agent (solely with respect to licensing such claims) for, Intel, to HDCP Professional (defined below) licensees;

WHEREAS, to preserve the integrity of HDCP Professional, HDCP Professional Licensed Products (defined below) may only be installed at an Authorized Location (defined below); and

WHEREAS, Licensed Installer (defined below) wishes to receive from Licensor, and Licensor wishes to grant to Licensed Installer, such authorization to install HDCP Professional Licensed Products at Authorized Locations.

NOW THEREFORE, in consideration of the covenants and agreements herein, Licensor and Licensed Installer hereby agree as follows:

1. DEFINITIONS

- 1.1. “Adopter” shall mean any entity that has executed an Adopter Agreement with Licensor and delivered it to Licensor or its designee, and shall include any Affiliate of such entity.
- 1.2. “Adopter Agreement” shall mean any license agreement entered into by a Person with Licensor pursuant to which such Person is authorized to implement HDCP Professional Licensed Products.
- 1.3. “Affiliate” means, unless specifically agreed otherwise in writing by Licensor and such Person, with respect to such Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. “Control” means the possession of beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the Board of Directors or similar managing authority.
- 1.4. “Annual Fee” shall have the meaning given in Section 3.1
- 1.5. “Audiovisual Content” means audiovisual works (as defined in the United States Copyright Act as in effect on January 1, 1978), text and graphic images.

- 1.6. “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.
- 1.7. “Compliant” means, with respect to a product, that such product is in compliance with all applicable requirements as more fully set forth in Section 2.
- 1.8. “Content Participant” means a Person that (a) distributes, or causes or permits the distribution or transmission of, Audiovisual Content owned or licensed by such Person in commercial quantities, or via mass distribution channels, such as broadcast, satellite or cable transmission, to the general public in a form that would, in the course of transmission up to and including the display of such Audiovisual Content, use a channel protected by HDCP and (b) has executed a Content Participant Agreement with Licensor. Licensor will identify Content Participants periodically. For the avoidance of doubt, and without limiting any term of this Agreement, “Content Participant (and Eligible Content Participant under Section 1.11) include a Person who has executed a Content Participant Agreement with Licensor before or after the date of this Agreement.
- 1.9. “Content Participant Agreement” means an “HDCP Content Participant Agreement” entered into by and between Licensor and an owner or licensor of Audiovisual Content which relates to the protection of such content by HDCP.
- 1.10. “Effective Date” shall have the meaning given in the preamble to this Agreement.
- 1.11. “Eligible Content Participant” means a Content Participant that is deemed an “Eligible Content Participant” under its Content Participant Agreement.
- 1.12. “Founder” means Intel Corporation.
- 1.13. “HDCP” means that certain method for encryption, decryption, key exchange, authentication and renewability that is described with specificity in the HDCP Specification.
- 1.14. “HDCP Associate” means Licensed Installer and any other Person that has executed an agreement with Licensor relating to the distribution or installation of Licensed Product and is designated an HDCP Associate by Licensor.
- 1.15. “HDCP Professional” means HDCP designed for use in professional system installations for Audiovisual Content.
- 1.16. “HDCP Professional Licensed Installer Agreement” means this Agreement and another license agreement entered into by a Person with Licensor pursuant to which such Person is authorized to install Licensed Products.
- 1.17. “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.
- 1.18. “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 the Adopter Agreement.
- 1.19. “HDCP Specification” means the specification entitled “HDCP Content Protection Specification, Release 1.X” (including the “Errata” thereto) and “HDCP Content Protection Specification, Release 2.X” (including the “Errata” thereto), as such specification may be amended from time to time.

- 1.20. “Installer” means Licensed Installer, which is the Person that has executed this Agreement, and any other Person that performs a Licensed Installation in accordance with a fully executed HDCP Professional Licensed Installer Agreement. Installer includes its Affiliates.
- 1.21. “Licensed Installation” means an installation of Licensed Products at an Authorized Location in accordance with the HDCP Professional Licensed Installer Agreement.
- 1.22. “Person” means any natural person, corporation, partnership, or other entity.

2. AUTHORIZATION

- 2.1. **Authorization.** Licensor authorizes Licensed Installer to (i) receive HDCP Professional Licensed Products from Adopters in good standing; and (ii) implement a Licensed Installation by installing such HDCP Professional Licensed Products at an Authorized Location subject to the requirements and limitations set forth below in Section 2.2 and in this Agreement. The rights granted shall not include the right to manufacture HDCP Professional Licensed Product or any products that use HDCP or HDCP Professional.
- 2.2. **Installation Requirements.**
- 2.2.1. **Verification of Authorized Location.** Licensed Installer 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 Licensed Installer 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.
- 2.2.2. **Notice of Authorized Location Requirement.** Licensed Installer shall confirm that each HDCP Professional Licensed Product has a label clearly providing notice to any Person using the HDCP Professional Licensed Product that such product shall only be used at an Authorized Location. If any HDCP Professional Licensed Product does not have a label, then Licensed Installer shall *affix a label providing such notice. 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](https://www.digital-cp.com/HDCP_Pro_Authorized_Locations). Any other installation or use is strictly prohibited.*”
- 2.2.3. **Location Restriction.** Licensed Installer is strictly prohibited from offering or installing a HDCP Professional Licensed Product in *multi-unit buildings for residential use (ie. apartment building, duplex, college dormitory, etc.)*. Further, Licensed Installer 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. Licensed Installer agrees to prohibit each customer from the further distribution or disposition or transmission of any HDCP Professional Licensed Product.
- 2.2.4. **Verification of Authorization to Display Content on Proposed Displays.** Licensed Installer shall confirm that each Person receiving an 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”).
- 2.2.5. **Maintenance of Records.** Licensed Installer acknowledges and agrees to maintain records of the Location and Content Confirmation(s) and details of the installation of Licensed Products (in the detailed manner set forth below) with such record sent to

Licensors on a quarterly basis and upon written request by Licensor. Failure to maintain such records and failure to send the installation record on a quarterly basis to Licensor will constitute a material breach of the Agreement. Each record of a Licensed Installation shall include the following:

- 2.2.5.1. Serial number of HDCP Professional Licensed Product;
- 2.2.5.2. Type of Licensed Installation;
- 2.2.5.3. Date of Licensed Installation;
- 2.2.5.4. Name of customer;
- 2.2.5.5. Location Confirmation; and
- 2.2.5.6. Content Confirmation.

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

- 2.3. **Prohibition of Transfer of HDCP Professional Licensed Product.** Licensed Installer is prohibited to transfer HDCP Professional Licensed Products except as set forth in this Agreement.
- 2.4. **Disposal of Uninstalled HDCP Professional Licensed Product.** Upon the expiration or early termination of this Agreement in accordance with Section 4, Licensed Installer agrees that any uninstalled HDCP Professional Licensed Product shall be transferred to an Installer or returned to the Client Adopter. In no event shall any HDCP Professional Licensed Product be further distributed to a third party without the prior written consent of Licensor.
- 2.5. **Prohibition on Reverse Engineering; Interference.** Licensed Installer shall under no circumstances reverse engineer, decompile, disassemble or otherwise determine the operation of HDCP, HDCP Professional and any HDCP Professional Licensed Product. Licensed Installer shall under no circumstances circumvent the effectiveness of the HDCP Professional Licensed Product or interfere with intended use of the HDCP Professional Licensed Product.
- 2.6. **No Modification.** Licensed Installer shall under no circumstances tamper with or otherwise modify any HDCP Professional Licensed Product.
- 2.7. **Compliance with Laws, Export.** Licensed Installer shall comply with all applicable rules and regulations of the United States and other countries and jurisdictions, including but not limited to those relating to the export or re-export of commodities, software and technical data insofar as they relate to the activities under this Agreement. Licensed Installer acknowledges that commodities, software and technical data provided under this Agreement may be subject to restrictions under the export control laws and regulations of the United States and other countries and jurisdictions, as applicable, including but not limited to the U.S. Export Administration Act and the U.S. Export Administration Regulations, as may be amended from time to time, and shall obtain any approval required under such laws and regulations whenever it is necessary for such export or re-export.

3. FEES

- 3.1. **Annual Fee.** Licensed Installer shall pay Licensor the annual fee of five hundred dollars (US\$500) per year (the "Annual Fee") upon the Effective Date and shall not become a Licensed Installer without immediate payment. Upon each anniversary of the Effective Date (the "Annual Payment Date"), Licensed Installer shall pay Licensor the Annual Fee. Licensed

Installer shall not be entitled to any refund of any Annual Fee for any reason, except as expressly provided in this Agreement. Failure to pay the Annual Fee shall constitute a material breach of this Agreement unless cured as set forth in Section 4.1.3.

- 3.2. **Taxes.** All fee payments shall be made free and clear without deduction for any and all present and future taxes imposed by any taxing authority. In the event that Licensed Installer is prohibited by law from making payments without deduction of any kind, Licensed Installer shall (i) deduct or withhold taxes from such payment ; (ii) remit the applicable taxes or withholding to the appropriate local taxing authority; (iii) pay to Licensor the remaining net amount after the taxes have been withheld; and (iv) promptly furnish Licensor with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid. In cases other than taxes referred to above, including but not limited to sales and use taxes, stamp taxes, value added taxes, property taxes and other taxes or duties imposed by any taxing authority on or with respect to this Agreement, the costs of such taxes or duties shall be borne by Licensed Installer. In the event that such taxes or duties are legally imposed initially on Licensor or Licensor is later assessed by any taxing authority, then Licensor will be promptly reimbursed by Licensed Installer for such taxes or duties plus any interest and penalties suffered by Licensor.

4. TERM/TERMINATION

- 4.1. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with any of the following events:
- 4.1.1. **Termination by Licensed Installer.** Licensed Installer may terminate this Agreement at any time upon ninety (90) days written notice to Licensor.
- 4.1.2. **Termination by Licensor.** Licensor may terminate this Agreement (a) for convenience at any time upon ninety (90) days written notice to Licensed Installer ; (b) at any time upon six (6) months written notice to Licensed Installer if Licensor determines, in its sole discretion, that it is not commercially reasonable to carry on the business of licensing HDCP or HDCP Professional or (c) upon notice to Licensed Installer if the use of HDCP or HDCP Professional is enjoined, or Licensor or Founder determines, in its sole discretion, that it may be enjoined, due to an alleged infringement of a third-party intellectual property right.
- 4.1.3. **Breach.** In the event that either party (a) materially breaches any of its obligations hereunder, which breach is not cured, or not capable of cure, within thirty (30) days after notice is given to the breaching party specifying the breach; or (b) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given notice specifying the breaches, then the party not in breach may, by giving notice thereof to the breaching party, terminate this Agreement, upon the expiration of a thirty (30)-day period beginning on the date of such notice of termination, or in the event of a material breach that is not capable of cure within such thirty (30)-day period, upon such notice of termination. In the event that the Licensed Installer has been notified by Licensor of a breach of its obligations arising under this Agreement and the need for a plan to address such breach(es) is requested (“Cure Plan”), such Cure Plan shall include a description of the specific changes that will correct the identified problem(s), and when and how those changes will be applied to ensure that such breach will not occur again. Notwithstanding the above, there shall be no Cure Plan instituted for a Licensed Installer that has repeatedly breached their obligation to resell and

distribute Licensed Components to an authorized recipient. For avoidance of doubt, misdistribution of Licensed Components will amount to a non-curable offence.

- 4.2. **Effect of Termination.** Upon termination of this Agreement, all rights and authorizations granted to Licensed Installer under Section 2 immediately shall terminate; provided, however, that Licensed Installer may install HDCP Professional Licensed Product, in accordance with Section 2, for ninety (90) days after such termination. In addition, Licensor shall notify all Adopters that Licensed Installer has been terminated and is no longer a Licensed Installer and comply with Section 2.2.5 regarding any uninstalled HDCP Professional Licensed Products.
- 4.3. **Survival.** The following sections shall survive termination of this Agreement: 1, 2.3, 2.4, 2.5, 2.6, 3.2, 4.2, 5, 6, 7 and this Section 4.3.

5. DISCLAIMER & LIMITATION ON LIABILITY

- 5.1. **Generally.** The terms of this Section 5 limit the ability of Licensed Installer to recover damages from Licensor or Founder. The terms of this Section 5 are an essential part of the bargain, without which Licensor would not be willing to enter into this Agreement.
- 5.2. **Disclaimer.** ALL INFORMATION, MATERIALS AND TECHNOLOGY, INCLUDING BUT NOT LIMITED TO HDCP, HDCP PROFESSIONAL, THE HDCP SPECIFICATION, THE HDCP PROFESSIONAL SPECIFICATION, ARE PROVIDED "AS IS." LICENSOR, FOUNDER, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR ANY OTHER ACTIVITY OF LICENSOR OR FOUNDER. LICENSOR, FOUNDER AND THEIR RESPECTIVE AFFILIATES FURTHER DISCLAIM ANY WARRANTY THAT HDCP, HDCP PROFESSIONAL, THE HDCP SPECIFICATION, THE HDCP PROFESSIONAL SPECIFICATION, OR ANY IMPLEMENTATION OF THE HDCP SPECIFICATION OR THE HDCP PROFESSIONAL SPECIFICATION, IN EACH CASE IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, LICENSOR, FOUNDER AND THEIR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT THAT HDCP OR HDCP PROFESSIONAL IS IMMUNE TO HACKING, CODE-BREAKING, PIRACY OR OTHER EFFORTS TO CIRCUMVENT HDCP OR HDCP PROFESSIONAL.
- 5.3. **Limitation of Liability.** NONE OF LICENSOR, FOUNDER, AFFILIATES OF ANY OF THE FOREGOING, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY, THE "AFFECTED PARTIES") SHALL BE LIABLE TO INSTALLER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON INSTALLING, USING, SELLING, OFFERING FOR SALE OR IMPORTING ANY PRODUCTS OF INSTALLER THAT IMPLEMENT HDCP, HDCP PROFESSIONAL OR ANY PORTION OF THE HDCP OR HDCP PROFESSIONAL SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AFFECTED PARTIES' AGGREGATE LIABILITY TO INSTALLER ARISING

OUT OF ANY AND ALL CAUSES OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON INSTALLING, USING, SELLING, OFFERING FOR SALE OR IMPORTING ANY PRODUCTS OF INSTALLER THAT IMPLEMENT HDCP, HDCP PROFESSIONAL OR ANY PORTION OF THE HDCP OR HDCP PROFESSIONAL SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EXCEED THE LOWEST ADMINISTRATION FEE THAT ANY INSTALLER IS OBLIGATED TO PAY TO LICENSOR DURING ANY ONE YEAR PERIOD DURING THE TERM OF THIS AGREEMENT.

6. REMEDIES

- 6.1. **Indemnification for Wrongful Acts of Licensed Installer.** Licensed Installer shall indemnify and hold harmless Licensor, Founder and their respective Affiliates, and each of their respective officers, members, representatives, agents, directors, equivalent corporate officials, and employees from and against any and all claims, actions, suits, proceedings or litigation, and any losses, deficiencies, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and all related costs and expenses, to be paid or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation, that result from any breach of any covenant, agreement, representation or warranty herein by Licensed Installer or negligent acts committed by Licensed Installer.
- 6.2. **Equitable Relief.** Due to the unique nature of certain provisions hereof and the lasting effect of and harm from a breach of such provisions, including but not limited to making available the means for widespread circumvention of HDCP Professional and threatening the content protection of copyrighted works afforded by HDCP Professional, if Licensed Installer breaches its representations, covenants or obligations hereunder, the parties recognize and agree that money damages alone may not adequately compensate an injured Person, that injury to such Person may be irreparable, and that injunctive relief is an appropriate remedy to prevent further or threatened breaches of this Agreement.
- 6.3. **Liquidated Damages.** The parties agree that it would be impossible to estimate the amount of damages in the event of certain breaches of this Agreement. In the event of a material breach by Licensed Installer. Licensed Installer shall be liable to Licensor in an amount equal to its profits on the affected devices or software, and in no event more than eight million dollars (US \$ 8,000,000). For purposes of this Section 6.4, a series of substantially related events shall constitute a single material breach. Except for Section 2.6, a breach shall be "material" for purposes of this section 6.4 only if it has resulted in or would be likely to result in commercially significant harm to users of HDCP Professional, including but not limited to Adopters and Content Participants, or constitute a threat to the integrity or security of HDCP Professional.
- 6.4. **Third-Party Beneficiary Rights.** Licensed Installer's compliance with the terms and conditions of this Agreement is essential to maintain the value and integrity of HDCP and HDCP Professional. As part of the consideration granted herein, Licensed Installer agrees that each Eligible Content Participant shall be a third-party beneficiary of this Agreement and shall be entitled to bring a claim or action to enforce rights against Licensed Installer in accordance with the procedures set out in Exhibit A with respect to Licensed Installer's sale or distribution of components capable of receiving or transmitting Audiovisual Content that Content Participant has caused or permitted to be distributed or transmitted. Such rights shall be limited to seeking injunctive relief against the distribution, commercial use and sale of components in breach of this Agreement that affects the integrity of HDCP and HDCP Professional. Reasonable attorneys' fees and costs shall be awarded to the prevailing party or parties in connection with any such third-party-beneficiary claim, provided, however, that no party shall

- be obligated to pay to the prevailing party or parties any such fees or costs that exceed, in the aggregate, one million dollars (US \$1,000,000) for such third-party-beneficiary claim.
- 6.5. **Records Audit and Inspection.** Licensor shall have the right, at reasonable times and intervals, to have audited Licensed Installer's books, records and other necessary materials or processes to confirm and/or ascertain (i) whether each Licensed Installation of Licensed Product is made in compliance with Section 2 of this Agreement; and (ii) the propriety of any payment hereunder. Any such audit shall be undertaken at Licensor's sole expense and shall be conducted during normal business hours. Licensed Installer shall cooperate with Licensor to carry out any such audit. With respect to audits relating to payments, the auditor shall be a Certified Public Accountant from a widely-recognized accounting firm, and shall only disclose those matters that Licensor has the right to know under this Agreement. The results of any audit shall be deemed confidential.

7. MISCELLANEOUS

- 7.1. **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior oral or written agreements, correspondence, conversations, negotiations and understandings relating to the same subject matter. Except as otherwise provided herein, this Agreement shall not be modified except by written agreement dated subsequent to the Effective Date and signed by both parties.
- 7.2. **Assignment.** The rights granted under this Agreement to Licensed Installer are personal to Licensed Installer and shall not be assigned or otherwise transferred except: (a) with the written approval of Licensor; (b) to a corporation controlling, controlled by or under common control with Licensed Installer or (c) to the purchaser of a Licensed Installer or the surviving entity in a merger, reorganization, or other business combination involving Licensed Installer; provided notice of such assignment has been provided in advance to Licensor and the surviving or acquiring company has agreed in writing to be bound by the terms of this Agreement. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. Licensor may assign or transfer this Agreement to any Person that agrees to assume Licensor's obligations hereunder, and will provide Licensed Installer with notice of such assignment or transfer.
- 7.3. **Presumptions.** In construing the terms of this Agreement, no presumption shall operate in either party's favor as a result of its counsel's role in drafting the terms or provisions hereof.
- 7.4. **Governing Law.** THIS AGREEMENT, AND ALL THIRD-PARTY BENEFICIARY CLAIMS BROUGHT HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE.
- 7.5. **Consent to Jurisdiction.** IN CONNECTION WITH ANY LITIGATION BETWEEN THE PARTIES HERETO OR IN CONNECTION WITH ANY THIRD-PARTY BENEFICIARY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH PARTY IRREVOCABLY CONSENTS TO: (a) THE NON-EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, NEW YORK, AND IN THE FEDERAL AND STATE COURTS LOCATED IN ANY COUNTY OF CALIFORNIA OR OREGON; AND (b) THE SERVICE OF PROCESS OF SUCH COURTS IN ANY MATTER RELATING TO THIS AGREEMENT BY PERSONAL DELIVERY OR BY MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE ADDRESSES SPECIFIED IN THIS

- AGREEMENT, OR TO THE AGENT TO BE APPOINTED PURSUANT TO SECTION 7.5.2.
- 7.5.1. INSTALLER WAIVES ANY OBJECTION TO THE JURISDICTION, PROCESS, AND VENUE OF ANY SUCH COURTS, AND TO THE EFFECTIVENESS, EXECUTION, AND ENFORCEMENT OF ANY ORDER OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, A DEFAULT JUDGMENT) OF SUCH COURTS PERTAINING TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE PLACE WHERE ENFORCEMENT OR EXECUTION OF ANY SUCH ORDER OR JUDGMENT MAY BE SOUGHT AND BY THE LAW OF ANY PLACE WHOSE LAW MAY BE CLAIMED TO BE APPLICABLE REGARDING THE EFFECTIVENESS, ENFORCEMENT, OR EXECUTION OF SUCH ORDER OR JUDGMENT, INCLUDING PLACES OUTSIDE OF THE STATES OF NEW YORK, CALIFORNIA, OREGON AND THE UNITED STATES.
- 7.5.2. IF INSTALLER DOES NOT HAVE A PLACE OF BUSINESS IN ANY OF THE STATES OF NEW YORK, CALIFORNIA OR OREGON, IT SHALL APPOINT AN AGENT IN ANY SUCH STATE FOR ACCEPTANCE OF SERVICE OF PROCESS PROVIDED FOR UNDER THIS AGREEMENT AND SHALL NOTIFY LICENSOR OF THE IDENTITY AND ADDRESS OF SUCH AGENT WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE.
- 7.6. **Notice.** Unless otherwise specified in this Agreement, all notices to be provided pursuant to this Agreement shall be given in writing and shall be effective when either served by personal delivery or upon receipt via certified mail, return receipt requested, postage prepaid, overnight courier service or sent by facsimile transmission with hard copy confirmation sent by certified mail, in each case to the party at the addresses set out on the signature page hereof.
- 7.7. **Severability; Waiver.** In the event that any part or parts of this Agreement is (are) judicially declared to be invalid, unenforceable, or void, the parties agree that such part or parts so held to be invalid, unenforceable, or void shall be reformed by the entity having jurisdiction thereover without further action by the parties hereto and only to the extent necessary to make such part or parts valid and enforceable. A waiver by either of the parties hereto of any of the covenants to be performed by the other party or any breach of this Agreement shall not be effective unless made in writing and signed by the waiving party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.
- 7.8. **Headings and Captions.** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.
- 7.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Signatures on following page

EXHIBIT A
PROCEDURES FOR THIRD PARTY BENEFICIARY CLAIMS

1. Prior to initiating any third-party beneficiary claim under this Agreement by an Eligible Content Participant (a “Beneficiary Claim”) against Licensed Installer, such Content Participant (a “Third-Party Beneficiary”) shall provide Licensor with notice and consultation reasonable under the circumstances regarding a proposed Beneficiary Claim; provided that such consultation with Licensor shall not affect such Third-Party Beneficiary’s discretion in initiating such a Beneficiary Claim. Such Third-Party Beneficiary shall further provide Licensor with notice of actual filing of a Beneficiary Claim and, upon Licensor’s request, any copies of principal pleadings to be filed in such Third-Party Beneficiary’s initiation or pursuit of such Beneficiary Claim. Licensor shall cooperate reasonably with such Third-Party Beneficiary in providing appropriate and necessary information in connection with the Beneficiary Claim to the extent that such cooperation is consistent with the preservation of the integrity and security of HDCP and HDCP Professional and to the extent such cooperation does not involve release of information provided to Licensor by a Content Participant, Adopter or HDCP Associate that such Content Participant, Adopter or HDCP Associate has designated to Licensor to be its confidential and proprietary information. Documents provided to Licensor under these third-party-beneficiary procedures shall not include any documents filed or to be filed under seal in connection with such Beneficiary Claim.
2. Licensor shall provide all Content Participants with prompt notice of Licensor’s receipt of any notice of a Beneficiary Claim against Licensed Installer (a “Claim Notice”). Within thirty (30) days of the date of receipt of a Claim Notice, all Eligible Content Participants shall elect whether to join such Beneficiary Claim, and the failure of any Eligible Content Participant to provide notice to Licensor of such election and to move to join such Beneficiary Claim within such thirty (30) days shall be deemed a waiver of such Content Participant’s third-party-beneficiary right under this Agreement with respect to all Beneficiary Claims against Licensed Installer arising out of the alleged breach by Licensed Installer raised in such Beneficiary Claim asserted by the Third-Party Beneficiary. The Third-Party Beneficiary initiating a Beneficiary Claim shall support, and Licensed Installer shall not object to, any motion to so join by such Third-Party Beneficiaries electing to join such Beneficiary Claim within such thirty (30)-day period. Any judgment entered upon such Beneficiary Claim shall be binding on all Content Participants that failed to join such Beneficiary Claim after receipt of such notice as if they had joined such Beneficiary Claim. No Content Participant’s failure to notify or consult with Licensor, nor a Content Participant’s failure to provide to Licensor copies of any pleadings, nor Licensor’s failure to give notice to any Content Participant pursuant to these third-party-beneficiary procedures, shall be a defense against any Beneficiary Claim or grounds for a request to delay the granting of any preliminary relief requested. Neither Licensed Installer nor any Content Participant shall involve Founder as a party in any Beneficiary Claim. The foregoing sentence shall not apply to or preclude Founder’s involvement or participation as a witness or in a similar capacity.
3. Third-Party Beneficiaries shall have no right to, and Licensed Installer agrees that it will not, enter into any settlement that: (a) amends any material term of this Agreement or any Content Participant Agreement; (b) has a material effect on the integrity or security of HDCP, HDCP Professional or the operation of HDCP and HDCP Professional with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception and copying, or the rights of Content Participants with respect to HDCP and HDCP Professional; or (c) affects any of Licensor’s or Founder’s rights in and to HDCP or any intellectual property right embodied therein, unless, in the case of this clause (c), Licensor shall have provided prior written consent thereto.
4. Nothing contained in these third-party-beneficiary procedures is intended to limit remedies or relief available pursuant to statutory or other claims that a Third-Party Beneficiary may have under separate legal authority.