



This HDCP License Agreement (the “Agreement”) is effective as of the latest date set out on the signature page of your prior duly executed Agreement, _____ (the “Effective Date”) by and between Digital Content Protection, L.L.C., a Delaware limited liability company (“Licensor”) and the entity named on Exhibit E.

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 licensees;

WHEREAS, Adopter wishes to receive from Licensor, and Licensor wishes to grant, such rights and license to use such technology in connection with certain of Adopter’s devices, monitors and/or components;

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

1 DEFINITIONS

1.1 “**Adopter**” means the entity named on Exhibit E and includes its Affiliates.

1.2 “**Adopter Agreement**” means this Agreement and any other license agreement entered into by a Person with Licensor pursuant to which such Person is authorized to implement HDCP in Licensed Products or Licensed Components.

1.3 “**Affected Adopter**” shall mean, with respect to a KSV 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 under such Fellow Adopter’s Adopter Agreement.

1.4 “**Affiliate**” means, unless specifically agreed otherwise in writing by Licensor and such Person, with respect to any 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.

- 1.5 “**Annual Fee**” shall have the meaning given in Section 4.1.
- 1.6 “**Audio Content**” means sound recordings, as defined in 17 U.S.C § 101 and does not include audio portions of Audiovisual Content.
- 1.7 “**Audiovisual Content**” means audiovisual works (as defined in the United States Copyright Act as in effect on January 1, 1978), text and graphic images.
- 1.8 “**CD-Audio Quality or less**” means a sound quality of 2-channels or less, no greater than 48KHz sample frequency, and no more than 16 bits per sample.
- 1.9 “**Compliance Rules**” means the technical requirements set out in Exhibit C, as such exhibit may be amended by Licensor from time to time in accordance with the terms of this Agreement.
- 1.10 “**Compliant**” means, with respect to a product, that such product is in compliance with all applicable Compliance Rules and Robustness Rules.
- 1.11 “**Component Download Rules**” shall have the meaning given in Section 3.2.1.
- 1.12 “**Computer Product**” means a device which is designed or permits the end user to install software applications thereon, including but not limited to, personal computers, handheld “Personal Digital Assistants,” and the like.
- 1.13 “**Confidential Information**” means any and all information relating to HDCP or the business practices of Licensor, Founder or any Affiliate thereof, made available to Adopter by Licensor or its designee, Founder, any Fellow Adopter, Content Participant, System Operator or any Affiliate of the foregoing, including but not limited to specifications, software, hardware, firmware, documentation, designs, flow charts, technical data, outlines, blueprints, notes, drawings, prototypes, templates, systems, manuals, know-how, processes and methods of operation, trade secrets, business plans, strategies, concepts, research, data bases, client or customer lists, financial data, other data or information that relates to any past, present or future research, development or business activities of Licensor, Founder or any Affiliate thereof, and any other confidential or proprietary information belonging to Licensor or Founder or Affiliate thereof, in each case, where such information is marked “confidential” when disclosed in written form or indicated as “confidential” when disclosed orally, and confirmed in writing within thirty (30) days to be confidential.
- 1.14 “**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 1.23) include a Person who has executed a Content Participant Agreement with Licensor before or after the date of this Agreement.

- 1.15 “**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.
- 1.16 “**Content Participant Non-Assertion Claims**” means, with respect to Licensor, Founder, Key Generator, any Fellow Adopter, Content Participant or System Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that a Content Participant promises not to assert or maintain against such Person pursuant to such Content Participant’s Content Participant Agreement.
- 1.17 “**Contract Year**” means any one-year period beginning on the Effective Date or any anniversary thereof.
- 1.18 “**Device Key**” means a cryptographic value provided to a Fellow Adopter by Licensor or its designee for use in a Licensed Product or Licensed Component.
- 1.19 “**Device Key Set**” means a set of Device Keys provided to a Fellow Adopter by Licensor or its designee for use in a Licensed Product or Licensed Component. Device Key Sets are required in order for Licensed Products to operate.
- 1.20 “**DVD-Audio Content**” means Audio Content sent via HDMI or DisplayPort where, as set forth in the HDMI (High Definition Multimedia Interface) specification, the ACP type is set to “DVD-Audio” or in the DisplayPort specification, the Audio Coding Type is set to “DVD-Audio”.
- 1.21 “**DVD Audio Specification**” means the current version of the document entitled “DVD Specifications for Read-Only Disc Part 4 AUDIO SPECIFICATIONS” published by DVD Forum, as may be amended from time to time by the DVD Forum.
- 1.22 “**Effective Date**” shall have the meaning given in the preamble to this Agreement.
- 1.23 “**Eligible Content Participant**” means a Content Participant that (a) has not asserted or maintained, and whose Affiliates (as defined in said Content Participant’s Content Participant Agreement) have not asserted or maintained, at any time after September 1, 1999 (including prior to the effective date of its Content Participant Agreement), any Content Participant Non-Assertion Claim against Licensor, Founder, Key Generator, any Fellow Adopter, Content Participant, System Operator or any Affiliate of the foregoing and (b) is deemed an “Eligible Content Participant” under its Content Participant Agreement.
- 1.24 “**Eligible System Operator**” means a System Operator that (a) has not asserted or maintained, and whose Affiliates have not asserted or maintained, at any time after September 1, 1999 (including prior to the effective date of its System Operator Agreement), any System Operator Non-Assertion Claim against Licensor, Founder, Key Generator, any

Fellow Adopter, Content Participant or System Operator or any Affiliate of the foregoing and (b) is deemed an “Eligible System Operator” under its System Operator Agreement.

- 1.25 “**Fellow Adopter**” means Adopter and any other Person that has entered into an Adopter Agreement with Licensor, and includes such Person’s Affiliates.
- 1.26 “**Founder**” means Intel Corporation.
- 1.27 “**Generic Audio Content**” means Audio Content sent via HDMI or DisplayPort where, as set forth in HDMI Specification, the ACP_type is set to “Generic Audio” or as set forth in DisplayPort Specification, the Audio Coding_Type is set to “LPCM”.
- 1.28 “**HDCP**” means that certain method for encryption, decryption, key exchange, authentication and renewability that is described with specificity in the HDCP Specification.
- 1.29 “**HDCP Associate**” shall mean any Person that has executed an agreement (other than an Adopter Agreement) with Licensor relating to the resale, distribution or testing of Licensed Components and is designated an HDCP Associate by Licensor.
- 1.30 “**HDCP Associate Agreement**” shall mean an agreement entered into between an HDCP Associate and Licensor and which is designated as an HDCP Associate Agreement by Licensor.
- 1.31 “**HDCP Content**” means Audiovisual Content and/or Audio Content that has been encrypted using HDCP, including HDCP-encrypted content that has subsequently been decrypted. For avoidance of doubt, “HDCP Content” does not include content that has never been encrypted with HDCP.
- 1.32 “**HDCP Specification**” means the specification entitled “HDCP Content Protection Specification, Release 1.1” (including the “Errata” thereto), as such specification may be amended from time to time pursuant to Section 5.
- 1.33 “**Highly Confidential Information**” means Device Keys, Device Key Sets, intermediate cryptographic values and other values identified as requiring confidentiality in Appendix B to the HDCP Specification, 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 any other proprietary information from which any of the foregoing can be derived.
- 1.34 “**IEC60958 Audio Content**” means Audio Content sent via HDMI or DisplayPort where, as set forth in HDMI Specification, the ACP_type is set to “IEC90658-identified audio” or as set forth in DisplayPort Specification, the Audio Coding Type is set to “IEC90658-identified audio”.
- 1.35 “**ISRC Information**” means International Standard Recording Code Information. ISRC Information is the collective name of “ISRC data” and “ISRC status”. ISRC data is the ISRC portion out of “UPC EAN ISRC data”. Both UPC EAN ISRC data and ISRC status

are defined in Table 7.2.3.1.1-2 RBP 1 and Table 7.2.3.1.202 RBP 1 of the DVD Forum DVD Audio Specifications.

- 1.36 “**Key Generator**” means the generator of Device Keys, KSVs, and System Renewability Messages designated by Licensor.
- 1.37 “**KSV**” or “**Key Selection Vector**” means the numerical values associated with a Device Key Set and distributed by Licensor or its designee to Fellow Adopters and used to support authentication of Licensed Products and Revocation.
- 1.38 “**Legacy Digital Audio Output**” means IEC-958, IEC-60958, IEC-61937, or USB Audio Device Class output. Note that USB Audio Device Class output is defined by those USB specifications necessary for the output of audio to USB speakers, and that all other USB Device Class outputs (e.g. Communication Device Class, Mass Storage Class, etc.) are not included in this definition.
- 1.39 “**Licensed Component**” means a product, such as an integrated circuit, circuit board, or software module, that is designed to be used as part of a Licensed Product and that embodies a portion of the HDCP Specification, but that does not embody the entire HDCP Specification or does not completely satisfy the Compliance Rules and the Robustness Rules.
- 1.40 “**Licensed Product**” means a product or combination of Licensed Components, including but not limited to a software application, hardware device or combination thereof, that (a) implements the HDCP Specification and complies with all requirements of the HDCP Specification not expressly identified as optional or informative and (b) is Compliant.
- 1.41 “**Licensed Source Component**” means a Licensed Component that (a) is designed to be used solely in Source Device in combination with one or more other Licensed Source Components to form a Licensed Product and (b) complies with all provisions of the Compliance Rules applicable to Licensed Source Components and with Section 4 of the Robustness Rules.
- 1.42 “**Linear PCM**” means audio encoding using Linear Pulse Code Modulation as specified in the DVD Audio Specifications.
- 1.43 “**Necessary Claims**” means claims of any patent or patent application that are necessarily infringed by those portions of Licensed Products and Licensed Components that implement HDCP and are owned or controlled by Founder, Adopter, any Fellow Adopter, any Content Participant or any Affiliate thereof or any System Operator or any Affiliate thereof. “Necessary Claims” do not include any (a) claims relating to aspects of any technology, codec, standard or product that is not itself part of, and disclosed with particularity in, the HDCP Specification (including, by way of example, DVI, HDMI, CSS, MPEG, DTCP, Upstream Protocol, IEEE 1394 and tamper resistance technology) even though such technology, codec, standard or product may otherwise be mentioned in or required by the HDCP Specification, Compliance Rules or Robustness Rules; (b) claims with regard to which it would be possible to build a product in compliance with the HDCP Specification without infringing such claim (even if in the same patent as Necessary Claims); (c) claims

which, if licensed, would require a 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 granted to any Fellow Adopter, Content Participant or System Operator under their respective Adopter Agreement, Content Participant Agreement or System Operator Agreement; or (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, intranet, extranet or Internet technology.

- 1.44 “**Non-Assertion Claims**” means, with respect to Licensor, Founder, Key Generator, any Fellow Adopter, Content Participant or System Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that Adopter promises not to assert or maintain against such Person pursuant to Sections 2.2 and 2.3.
- 1.45 “**Packed PCM**” means the lossless compression coding system for Linear PCM as specification DVD Audio Specification.
- 1.46 “**Person**” means any natural person, corporation, partnership, or other entity.
- 1.47 “**Presentation Device**” shall have the meaning given in the Compliance Rules.
- 1.48 “**Procedural Appendix**” means Exhibit A hereto, as such exhibit may be amended by Licensor from time to time in accordance with the terms of this Agreement.
- 1.49 “**Related Fellow Adopter**” shall have the meaning given in Section 3.4 of the Procedural Appendix.
- 1.50 “**Repeater**” shall have the meaning given in the Compliance Rules.
- 1.51 “**Repeater Function**” shall have the meaning given in the Compliance Rules.
- 1.52 “**Rescind**” means, with respect to a Revocation of a KSV, to distribute to Content Participants a new System Renewability Message that does not contain such KSV (generally, “Rescission”).
- 1.53 “**Revocation**” or “**Revoked**” shall have the meaning given in Section 1.55.
- 1.54 “**Revocation Criteria**” shall have the meaning given in Section 7.2.
- 1.55 “**Revoke**” means, with respect to a Key Selection Vector, to distribute information, as authorized or provided by Licensor, to Content Participants for purposes of their distributing such information with Audiovisual Content in order to cause such Key Selection Vector in Presentation Devices or Repeaters to be invalidated with respect to such content (generally, “Revocation” or “Revoked”). Adopter is advised that, although neither this Agreement 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, the license agreements

relating to other technologies implemented in a product containing an HDCP-protected connection may impose such requirements.

1.56 “**Robustness Rules**” means Exhibit D hereto, as such exhibit may be amended by Licensor from time to time in accordance with the terms of this Agreement.

1.57 “**Robust Inactive Product**” means a product or component that (i) does not contain any Highly Confidential Information, (ii) is designed not to have HDCP functions be activated except by an Update and therefore shall not display HDCP Content via any output prior to being activated by such Update, and (iii) is no less secure from circumvention (including but not limited to modification and/or compromise of Confidential Information or Highly Confidential Information) than Licensed Products are required to be hereunder. By way of example, a product or component consisting of software object code manufactured by Adopter shall be deemed a Robust Inactive Product if (x) if the portions implementing HDCP (including any portion of HDCP) are encrypted using a commercially reasonable strength of encryption and the keys necessary to decrypt and use such portions are not made available to any person or entity other than Adopter and (y) the product or component does not contain a Device Key.

1.58 “**Robust Licensed Component**” means a Licensed Component that is designed to be modified via an Update to become, or designed to be incorporated via an Update into, a Licensed Product and that (i) complies with all applicable Robustness Rules and all other applicable Compliance Rules, (ii) is designed in such a way that unless such Robust Licensed Component is modified to become, or is incorporated into, a Licensed Product by means of an Update, such Robust Licensed Component shall not be able to display any HDCP Content via any output, and (iii) shall upon distribution of such Robust Licensed Component and at such time as such Robust Licensed Component (as distributed) is modified via an Update to become, or is incorporated into, a Licensed Product or further Robust Licensed Component, be no less secure from interception of Device Key and Device Key Sets, and from circumvention (including but not limited to modification and/or compromise of Confidential Information or Highly Confidential Information) than Licensed Products are required to be hereunder. By way of example, Licensed Components consisting of software object code shall be deemed Robust Licensed Components if the object code is encrypted using a commercially reasonable strength of encryption and the keys necessary to decrypt and use such code are made available only to Fellow Adopters and Have Made Parties, or such Licensed Components are capable of being Updated and the HDCP functions are only activated when contained in a Licensed Product (i.e., the resultant product meets all of the requirements that a Licensed Product was required to meet at the time the Licensed Components were distributed).

1.59 “**SCMS**” means Serial Copy Management System.

- 1.60 **“Source Device”** shall have the meaning given in the Compliance Rules.
- 1.61 **“Super Audio CD Content”** means Audio Content sent via HDMI or DisplayPort where, as set forth in HDMI Specification, the ACP_type is set to “Super Audio CD” or as set forth in DisplayPort Specification, the Audio Coding Type is set to “Super Audio CD”.
- 1.62 **“System Operator”** means the provider of a satellite, cable or other conditional access service that transmits Audiovisual Content to the general public and that has executed a System Operator Agreement.
- 1.63 **“System Operator Agreement”** means an “HDCP System Operator Agreement” entered into by and between Licensor and a System Operator.
- 1.64 **“System Operator Non-Assertion Claims”** means, with respect to Licensor, Founder, Key Generator, any Fellow Adopter, Content Participant or System Operator or any Affiliate of any of the foregoing, any claims of infringement or misappropriation that a System Operator promises not to assert or maintain against such Person pursuant to such System Operator’s System Operator Agreement.
- 1.65 **“System Renewability Message”** shall have the meaning given in the HDCP Specification.
- 1.66 An **“Update”** means, with respect to a Licensed Product or Robust Licensed Component or a Robust Inactive Product distributed by Adopter (a “Distributed Adopter Product”), the distribution of a Licensed Product or Robust Licensed Component (the “Adopter Update”) issued by Adopter or its authorized designee to modify or replace such Distributed Adopter Product (including but not limited to modifications that activate the HDCP functions in such Distributed Adopter Product), such that (i) the resultant product (i.e., the Distributed Adopter Product as modified or replaced by the Adopter Update) shall be a Licensed Product or Robust Licensed Component and (ii) upon distribution of the Adopter Update, and upon modification or replacement of the Distributed Adopter Product, such Adopter Update and Distributed Adopter Product shall be no less secure from interception of Device Key and Device Key Sets, and from circumvention (including but not limited to modification and/or compromise of Confidential Information or Highly Confidential Information) than Licensed Products are required to be hereunder. By way of example but not limitation, an Update may take place by means of an on-line download of a Robust Licensed Component or the distribution of CD-ROM containing a Robust Licensed Component to end-users. For clarification, a “Distributed Adopter Product” and “Update” with respect thereto may be distributed at the same or different times. Adopter shall be responsible for distribution of Updates in accordance with the terms of this License, for example, by distributing an Update for a Distributed Adopter Product to become a Robust Licensed Component only to Fellow Adopters, HDCP Associates, Founder or any Affiliate thereof.

1.67 “**Upstream Protocol**” means that certain method for linking software and hardware elements of an HDCP implementation that is described with specificity in the specification entitled “Upstream Link for High Bandwidth Digital Content Protection, Version, Revision 1.0” as such specification may be amended from time to time.

2 LICENSE

2.1 **License.** Subject to the limitations set forth in Section 2.4 and the other terms and conditions of this Agreement, including but not limited to Adopter’s compliance with Sections 2.2 and 2.3 and payment of all fees required hereunder, Licensor grants to Adopter a nonexclusive, nontransferable (except pursuant to Section 12.3), non-sublicenseable, 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, as well as (b) under any trade secrets or copyrights of Founder or Licensor embodied in the HDCP Specification:

2.1.1 to possess and use the HDCP Specification solely to develop Licensed Products, Licensed Components, Robust Inactive Products and Robust Licensed Components in accordance with the terms of this Agreement; and

2.1.2 to (a) make, have made (solely pursuant to Section 2.5), use, import, offer to sell and sell those portions of Licensed Products, Licensed Components, Licensed Source Components, Robust Inactive Products and Robust Licensed Components that implement HDCP and (b) make, have made (solely pursuant to Section 2.5), use, import, offer to sell (solely pursuant to Section 3.2) and sell (solely pursuant to Section 3.2) those portions of Licensed Components or Robust Licensed Components (other than Licensed Source Components) that implement HDCP solely for use and inclusion in Licensed Products, Robust Inactive Products, Licensed Components, Robust Licensed Components or Licensed Source Components by a Fellow Adopter or Founder or Affiliate thereof; provided that the license granted under this Section 2.1.2 shall extend only to those portions of Licensed Products, Licensed Components, Licensed Source Components, Robust Inactive Products and Robust Licensed Components that implement HDCP and, with respect to Licensed Components and Robust Licensed Components (other than Licensed Source Components), shall extend only to such Licensed Components or Robust Licensed Components that are manufactured solely for use and inclusion in, and that are ultimately used and included in, Licensed Products, Robust Inactive Products, Licensed Components, Robust Licensed Components or Licensed Source Components by Adopter, another Fellow Adopter, or Founder or Affiliate thereof. Adopter’s obligations with respect to verifying that the recipient of Licensed Components or Robust Licensed Components in fact uses and includes Licensed Components or Robust Licensed Components only in Licensed Products, Licensed Components, Licensed Source Components, Robust Inactive Products or Robust Licensed Components shall be limited to verifying immediately prior to delivery that (i) the intended recipient is in fact a Fellow Adopter or other Licensor approved HDCP licensee, and (ii) Adopter has no reason to believe that the intended recipient is not in fact a Fellow Adopter or other Licensor approved HDCP licensee.

- 2.1.3 Without limiting the licenses granted in Section 2.1.1 and Section 2.1.2, Adopter may use, make and offer to sell Licensed Components to Fellow Adopters, Founder or Licensor, as part of demonstration platforms, and also deliver Licensed Components to non- Adopters but only for demonstration and evaluation purposes; provided that Adopter shall require and procure the return of such Licensed Components promptly upon completion of the demonstration- and evaluation, and any such delivery is subject to an applicable non-disclosure agreement between Adopter and the receiving party that contains terms and conditions (i) no less stringent than the confidentiality provisions set out in Exhibit B and (ii) expressly limits the receiving party's activities to its own internal evaluation for the purpose of determining whether to become Adopter's customer and/or become an Adopter itself. Except as set forth in Section 2.5, in no event may Adopter disclose to any third party for any reason (x) Highly Confidential Information or (y) any information derived from Highly Confidential Information. Adopter agrees and acknowledges that the fact that it has entered into a confidentiality agreement with an authorized third party shall not relieve Adopter of any of its obligations under this Agreement. No party authorized to receive any Licensed Component pursuant to this Section shall receive any license, sublicense, or implied license with respect to HDCP or any copyrights or trade secrets contained in the HDCP Specification or under any Necessary Claims, except as may be expressly granted by Licensor in writing. For avoidance of doubt, and without limiting any other term or condition of this Agreement, the license granted under this Section 2.1 may be terminated immediately by Licensor and/or Founder with respect to the entity named on Exhibit E and all of its Affiliates in the event that such entity or any of its Affiliates breaches Sections 2.2, 2.3 or 3 and fails to cure such breach within thirty (30) days following receipt of notice of breach as provided in Section 9.1.3.
- 2.2 **Fellow Adopter Non-Assertion.** Subject to the limitations set forth in Section 2.4, Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against Founder or any Affiliate thereof or any Fellow Adopter, any claim of infringement under any Necessary Claims, as well as under any trade secrets or copyrights embodied in the HDCP Specification, for activities or products for which any Fellow Adopter has been granted a license by Licensor under any trade secrets or copyrights embodied in the HDCP Specification or on behalf of and as authorized agent (solely with respect to the licensing of Necessary Claims) for, Founder, under Founder's Necessary Claims. Adopter, on behalf of itself and its Affiliates, further promises not to assert or maintain against Licensor, Founder or any Affiliate thereof or Key Generator, any claim of infringement or misappropriation for using, making, having made, offering for sale, selling and importing any 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.
- 2.3 **Content Participant and System Operator Non-Assertion.** Subject to the limitations set forth in Section 2.4, Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against any 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.

- 2.4 **Limitations on Sections 2.1, 2.2 and 2.3.** The license and promises set out in Sections 2.1, 2.2, and 2.3 shall not extend to (a) features of a product 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 the HDCP Specification, Compliance Rules or Robustness Rules (including, by way of example, DVI, HDMI, CSS, MPEG, IEEE 1394, DTCP, Upstream Protocol and tamper resistance technology), (b) features of a product for which there exists a noninfringing alternative, (c) with respect to the promises extended pursuant to Sections 2.2 and 2.3, any Person that is asserting or maintaining any claim of infringement or misappropriation or under a Necessary Claim, or under any trade secrets or copyrights embodied in 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 (d) with respect to the promises extended pursuant to Sections 2.2 and 2.3, 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 promises extended pursuant to Sections 2.2 and 2.3 shall not be withdrawn with respect to any activities or products performed or made prior to the effective date of such termination.
- 2.5 **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 for the sole account of Adopter, provided that such Licensed Products, Licensed Components, Robust Licensed Products, Robust Licensed Components, Licensed Software 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 Software 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 as if Adopter itself were performing such manufacture. Have Made Parties must be Fellow Adopters, 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 HDCP or any copyrights or trade secrets contained in the HDCP Specification or under any Necessary Claims pursuant to this Agreement or any such non-disclosure agreement.

- 2.6 **Proper Use.** The licenses granted herein are subject to the requirement that Adopter shall not produce or sell devices or software (a) under color of this Agreement, or (b) using Confidential Information or Highly Confidential Information, where such devices or software are designed to circumvent the requirements or effectiveness of the HDCP Specification.
- 2.7 **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 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.

3 DISTRIBUTION OF PRODUCTS

- 3.1 **Licensed Products.** Licensed Products, Robust Licensed Components and Robust Inactive Products may be distributed in any commercially reasonable manner.
- 3.2 **Licensed Components.** Except as otherwise expressly provided in Sections 3.2.1 or 3.2.2, Licensed Components may only be sold or otherwise furnished to Fellow Adopters, HDCP Associates, Founder or any Affiliate thereof, in each case, only for such purposes as are expressly permitted under such Person's Adopter Agreement or HDCP Associate Agreement, as the case may be, or to Founder or an Affiliate thereof.
- 3.2.1 **Downloadable Components.** Licensor may, from time to time, make available to Adopter in writing terms and conditions under which Adopter may download, or cause the download, directly to Licensed Products or Licensed Source Components in the possession of end users (e.g., via cable, satellite, Internet or other means) of certain software implementations of HDCP (as such terms and conditions may be amended from time to time, the "Component Download Rules"). After such Component Download Rules are made available by Licensor, and upon Adopter's notice to and agreement with Licensor that Adopter agrees to comply with such Component Download Rules as are then in effect, Adopter may download, or cause the download of, certain software implementations of HDCP solely in accordance with the terms of this Agreement and such Component Download Rules. The Component Download Rules shall be deemed a part of this Agreement and incorporated herein as Exhibit F by this reference. Licensor may, from time to time, amend the Component Download Rules, which amendment shall be effective and binding upon Adopter ninety (90) days after Licensor notifies Adopter of such amendment.
- 3.2.2 **Licensed Source Components.** Licensed Source Components may be disposed of in any commercially reasonable manner.
- 3.3 **Facsimile Keys.** Adopter may be issued facsimile device keys or other facsimile cryptographic materials to assist it in its development purposes. Adopter is cautioned that such facsimile materials will not interoperate with commercial devices. Adopter shall treat all such materials as Confidential Information.

4 FEES

- 4.1 **Annual Fee.** Adopter shall, within thirty (30) days after the Effective Date, pay Licensor the annual fee set out in Section 1.1 of the Procedural Appendix (the “Annual Fee”). Upon each anniversary of the Effective Date (the “Annual Payment Date”), Adopter shall pay Licensor the Annual Fee, as such fee may be adjusted pursuant to Section 4.2, for the following year. Adopter 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 9.1.3. The Annual Payment Date for any Adopter that has executed an earlier version of this Agreement shall continue to be the same Annual Payment Date referenced in such earlier version.
- 4.2 **Fee Adjustments.** Licensor may, upon notice to Adopter given at least ninety (90) days prior to any Annual Payment Date, modify the Annual Fee payable for the following year, provided that such change shall not exceed an amount commensurate with any increase in Licensor’s costs (including but not limited to the cost of inflation).
- 4.3 **Device Key Fees.** Adopter shall pay Licensor such fees for the Device Key Sets as are set out in Section 1.2 of the Procedural Appendix, as such fees may be modified by Licensor from time to time in accordance with this Section 4.3 (“Device Key Fees”). At the time Adopter places an order with Licensor for Device Key Sets, Adopter shall specify whether any of the requested Device Key Sets will be used with Licensed Components or Licensed Products that implement the HDCP Auxiliary Data Extensions. Licensor shall provide Adopter a written invoice for appropriate Device Key Fees within a reasonable time after receiving Adopter’s order for the applicable Device Key Sets. Licensor shall have no obligation to deliver, and Adopter shall have no right to receive, the applicable Device Key Sets until Adopter pays in full all amounts set out in such invoice, and all applicable Annual Fees. Licensor may, from time to time, upon at least ninety (90) days notice to Adopter, modify the Device Key Fees.

5 CHANGES TO THE HDCP SPECIFICATION, COMPLIANCE RULES, ROBUSTNESS RULES AND PROCEDURAL APPENDIX

- 5.1 **Change Procedure.** Licensor may, from time to time, make changes to the HDCP Specification, Compliance Rules, Robustness Rules and Procedural Appendix, as Licensor deems necessary or appropriate, provided that (a) such changes shall not cause Licensed Products or Licensed Components manufactured prior to such changes to fail to operate with Licensed Products or Licensed Components manufactured in accordance with such changes; (b) such changes shall not materially increase the cost or complexity of implementation of the HDCP Specification and (c) changes to any fees payable hereunder shall be made in accordance with Section 4. Notwithstanding the foregoing, Licensor may, at any time, make changes as necessary or appropriate to the HDCP Specification, Compliance Rules or Robustness Rules to correct errors or omissions therein or make changes that would clarify, but not materially amend, alter or expand the HDCP Specification, Compliance Rules or Robustness Rules.
- 5.2 **Effective Date of Changes.** Adopter shall comply with all changes to the HDCP Specification, Compliance Rules or Robustness Rules within (a) eighteen (18) months after notice to Adopter of changes to the HDCP Specification and (b) twelve (12) months after

notice to Adopter of changes to the Compliance Rules or Robustness Rules. Unless otherwise expressly provided in this Agreement, Adopter shall comply with all changes to the Procedural Appendix within ninety (90) days after notice to Adopter of such changes. For the avoidance of doubt, the requirements of this Section 5.2 shall not apply with respect to individual units of Robust Licensed Components, Robust Inactive Products or Licensed Products that have been shipped by Adopter prior to the effective date of such amendment (i.e. the date upon which Adopter must comply with such amendment). In the case of individual units of Robust Licensed Components, or Robust Inactive Products or Licensed Products that are capable of being Updated and are shipped by Adopter after the effective date of such amendment, the requirements of this Section 5.2 may be met by ensuring that the required changes are implemented in such Robust Licensed Components, Robust Inactive Products and Licensed Products through an Update by or at the direction of Adopter before the HDCP functions of such Licensed Products and Licensed Components may be used for the first time. Notwithstanding the foregoing, in the event an Adopter issues, after the effective date of any such amendment, an Update to a Licensed Product or Robust Licensed Component or Robust Inactive Product that was distributed prior to the effective date of such amendment, the Update and the Licensed Product or Robust Licensed Component or Robust Inactive Product as Updated shall not be required to comply with such amendment, provided that it (a) is not a Different Licensed Product, (b) complies with all applicable provisions of the Specification and Compliance Rules in effect at the time such Licensed Product or Robust Licensed Component or Robust Inactive Product was distributed, and (c) where applicable, complies with Section 5.3.

For purposes of this Section 5.2, a “Different Licensed Product” means, with respect to an Update applied to a Licensed Product, a resulting Licensed Product that is the same as a Licensed Product that (x) is separately marketed by Adopter under a new product name or a higher numerical designation to the left of the decimal point (e.g., the change from Version 1.0 to Version 2.0, but not to Version 1.9), and (y) either--

- (i) enables HDCP protection of a service that would not have been protectable with HDCP by the Licensed Product prior to the Update, or
- (ii) performs the HDCP functions by substantially different means and in a substantially different way than was performed by the Licensed Product prior to the Update.

5.3 Most Current Update. At any time that Adopter activates a unit or copy of a Licensed Product via an Update or replaces a Device Key of a unit or copy of a Licensed Product via an Update, Adopter shall issue one or more Updates to such unit or copy as necessary so as to cause the resulting product to include the changes that would have resulted if the copy or unit had received all sequential Updates designed for, and capable of properly functioning with, such copy or unit since the time the copy or unit was first distributed, provided, that if Adopter has, at any time, made available two or more versions of any such sequential Updates on different business terms (e.g., a free version and a fee-based version), the foregoing requirement shall apply with respect to the version of the Update(s) selected by the user of such unit or copy.

6 PRIVACY

- 6.1 **Individual Privacy Respected.** Adopter shall not use any portion of the HDCP Specification, any implementation thereof or the Device Keys or KSVs 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 HDCP, or any portion thereof, is implemented. Adopter may not use the Device Keys or KSVs for any purpose other than to support (a) the authentication of a Licensed Product with another Licensed Product and to manage Revocation and (b) to perform Revocation processing, both in the manner described in the HDCP Specification and this Agreement. 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.

7 REVOCATION OF KEY SELECTION VECTORS

- 7.1 **Generally.** Adopter acknowledges that the HDCP Specification describes means by which KSVs may be Revoked.
- 7.2 **Cause For Revocation.** Subject to the Revocation procedures set out in this Agreement, Licensor, a Fellow Adopter (solely with respect to KSVs issued to such Fellow Adopter) or one or more Eligible Content Participant(s), may cause the Revocation of KSVs, 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:
- 7.2.1 a Device Key Set associated with a KSV has been cloned such that the same Device Key Set is found in more than one device or product;
- 7.2.2 a Device Key Set associated with a KSV has been disclosed in violation of any Adopter Agreement or other agreement with Licensor, made public, lost, stolen, intercepted or otherwise misdirected; or
- 7.2.3 Licensor is required to Revoke a KSV by the United States National Security Agency, court order or other competent government authority.
- 7.3 **Objections to Revocation.** 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 (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 this Agreement (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, such KSV 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).

7.4 **Procedure.** The terms and conditions set out in Sections 3 and 4 of the Procedural Appendix shall govern Revocation, any Rescission or cancellation thereof, and any dispute arising in connection therewith.

8 CONFIDENTIALITY

8.1 **Treatment.** Adopter shall comply with the terms of Exhibit B (the "Confidentiality Agreement").

8.2 **Compliance with Laws, Export.** Adopter 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. Adopter 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.

9 TERM/TERMINATION

9.1 **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:

9.1.1 **Termination by Adopter.** Adopter may terminate this Agreement at any time upon ninety (90) days notice to Licensor.

9.1.2 **Termination by Licensor.** Licensor may terminate this Agreement (a) for convenience at any time after the tenth anniversary of the Effective Date upon six (6) months notice to Adopter; (b) at any time upon six (6) months notice to Adopter if Licensor determines, in its sole discretion, that it is not commercially reasonable to carry on the business of licensing HDCP or (c) upon notice to Adopter if the use of HDCP 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. In the event of termination pursuant to Section 9.1.2(a), Licensor shall refund to Adopter a percentage of the Annual Fee allocable to the portion of the then-current Contract Year following such termination, based on a pro-rata allocation of such

Annual Fee. In the event of termination pursuant to Section 9.1.2(b) or (c), Licensor shall refund to Adopter the Annual Fee paid by Adopter for the then-current Contract Year.

9.1.3 Breach Capable of Cure. In the event that either party (i) materially breaches any of its obligations hereunder, which breach is not cured within thirty (30) days after written notice is given to the breaching party specifying the breach or (ii) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given written notice specifying the breaches, then the party not in breach may, by giving written 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. Notwithstanding the foregoing, Licensor shall not terminate this Agreement for reason that a Robust Inactive Product manufactured or distributed by Adopter would not comply with the HDCP Specification, Compliance Rules or Robustness Rules if it were activated, provided that, no later than thirty (30) days after receiving notice of breach from Licensor, Adopter prevents activation of the HDCP functions of such Robust Inactive Product until such time, if any, that an Update is applied to such Robust Inactive Product that causes it to be a Licensed Product in accordance with the terms of Section 5.2.

9.1.4 Breach Not Capable of Cure. In the event of a material breach that is not capable of cure under the provisions of Section 9.1.3, the party not in breach may, by giving written notice of termination to the breaching party, terminate this Agreement. Such termination shall be effective upon receipt of such notice of termination.

9.2 Effect of Termination. Upon termination of this Agreement, any licenses granted to Adopter hereunder immediately shall terminate and Adopter shall immediately cease all use of HDCP, Device Keys, Device Key Sets and the HDCP Specification; provided, however, that, except in the case of termination by Licensor pursuant to Section 9.1.3, Section 9.1.4 or Section 9.1.2(c) (where Licensor or Founder has in fact been enjoined), Adopter may sell off and distribute its existing inventories of Licensed Products and Licensed Components, in accordance with Section 2.1.2, for ninety (90) days after such termination. Within ninety (90) days (or, in the case of termination by Licensor pursuant to Section 9.1.3, thirty (30) days) after termination of this Agreement, Adopter shall return all Confidential Information and Highly Confidential Information to Licensor or, at Licensor's option, destroy all such information in its possession, retaining no copies thereof, and certify such destruction in writing to Licensor. Adopter shall pay any undisputed fees within thirty (30) days of termination of this Agreement. Notwithstanding the foregoing, in the event that Adopter, prior to the date of such termination or expiration, manufactures, distributes or sells to persons or entities Robust Inactive Products, Adopter shall have the right to continue to manufacture, distribute and sell the same version of such Robust Inactive Products after such termination or expiration for a period of up to two (2) years, or such longer period as Licensor may, in extraordinary circumstances, approve in writing, provided that the HDCP Functions in any such Robust Inactive Products sold or distributed after the date of such termination shall not be activated. Where an Adopter can demonstrate that the cost of removing HDCP from a Robust Inactive Product would be substantial, Licensor shall not unreasonably decline written approval of an "extraordinary circumstance," provided that

such continued shipment would not perpetuate a breach of the Agreement that would affect the security of HDCP and there have not been repeated breaches of the Agreement by the Adopter.

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

10 DISCLAIMER & LIMITATION ON LIABILITY

10.1 **Generally.** The terms of this Section 10 limit the ability of Adopter to recover damages from Licensor or Founder. The terms of this Section 10 are an essential part of the bargain, without which Licensor would not be willing to enter into this Agreement and Founder would not be willing to grant a license under its Necessary Claims.

10.2 **Disclaimer.** ALL INFORMATION, MATERIALS AND TECHNOLOGY, INCLUDING BUT NOT LIMITED TO HDCP, THE HDCP SPECIFICATION, DEVICE KEYS, DEVICE KEY SETS, KSVS AND SYSTEM RENEWABILITY MESSAGES, 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, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES FURTHER DISCLAIM ANY WARRANTY THAT HDCP, DEVICE KEYS, DEVICE KEY SETS, KSVS, SYSTEM RENEWABILITY MESSAGES, THE HDCP SPECIFICATION, OR ANY IMPLEMENTATION OF THE HDCP 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, KEY GENERATOR AND THEIR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT THAT HDCP IS IMMUNE TO HACKING, CODE-BREAKING, PIRACY OR OTHER EFFORTS TO CIRCUMVENT HDCP.

10.3 **Limitation of Liability.** NONE OF LICENSOR, FOUNDER, KEY GENERATOR, 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 ADOPTER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON THE MAKING, USING, SELLING, OFFERING FOR SALE OR IMPORTING ANY PRODUCTS OF ADOPTER THAT IMPLEMENT HDCP OR ANY PORTION OF THE HDCP 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 ADOPTER ARISING OUT OF

ANY AND ALL CAUSES OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON THE MAKING, USING, SELLING, OFFERING FOR SALE OR IMPORTING ANY PRODUCTS OF ADOPTER THAT IMPLEMENT HDCP OR ANY PORTION OF THE HDCP SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EXCEED THE ANNUAL FEE ACTUALLY RECEIVED BY LICENSOR FROM ADOPTER UNDER THIS AGREEMENT DURING THE PRECEDING ONE-YEAR PERIOD. EXCEPT WITH RESPECT TO ADOPTER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR WITH RESPECT TO ADOPTER'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 11.1, ADOPTER SHALL NOT BE LIABLE TO AFFECTED PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

11 REMEDIES

- 11.1 Indemnification for Wrongful Acts of Adopter.** Adopter shall indemnify and hold harmless Licensor, Founder, Key Generator 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 Adopter or negligent acts committed by Adopter.
- 11.2 Records Audit and Inspection.** Licensor shall have the right, at reasonable times and intervals, to have audited Adopter's books, records and other necessary materials or processes to confirm and/or ascertain (i) whether sales of Licensed Components are made in compliance with Section 3.2 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. Adopter 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.
- 11.3 Device Inspection.** Adopter acknowledges that Licensor may acquire products on the open market for examination. Adopter shall provide reasonable cooperation in affording Licensor a sample of any product distributed hereunder if requested by Licensor, and Adopter shall provide Licensor, once per model of product under the terms of a mutually acceptable non-disclosure agreement, the service manual for such product in order to aid Licensor in evaluation of such product. Adopter may, at its option, provide additional information. Nothing in this Section 11.3 shall grant a license or permission for Licensor to decompile or disassemble software code in Adopter's products.
- 11.4 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 and threatening the content

protection of copyrighted works afforded by HDCP, if Adopter 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 provided, however, that injunctive relief shall not be available to prevent the distribution of a Robust Inactive Product that would not comply with the HDCP Specification, Compliance Rules or Robustness Rules if it were activated if, no later than thirty (30) days after receiving notice of breach from Licensor, Adopter prevents activation of the HDCP functions, including display of HDCP content, of such Robust Inactive Product until such time, if any, that an Update is applied to such Robust Inactive Product that causes it to be a Licensed Product in accordance with the terms of Section 5.2. Notwithstanding the preceding sentence, Adopter agrees that Licensor and further more Content Providers thru Third Party Beneficiary Rights shall be entitled to seek injunctive relief to prevent further or threatened material breaches of this Agreement if Adopter has engaged in a pattern of behavior involving the repeated release of non-compliant products or components and correcting breaches only following notice by Licensor. Licensor agrees that systematic failures of HDCP itself that are not caused by material breaches by Adopter shall not trigger application of the provisions of this Section to Adopter and/or its products.

11.5 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 (a) of the Confidentiality Agreement, Adopter shall be liable to Licensor for one million dollars (US \$1,000,000); (b) of the Compliance Rules or Robustness Rules, Adopter shall be liable to Licensor in an amount equal to its profits on the devices or software that fail to so comply with such Compliance Rules or Robustness Rules, and in no event less than one million dollars (US \$1,000,000) nor more than eight million dollars (US \$8,000,000); and (c) that involves any other provision of this Agreement, Adopter 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 11.5, a series of substantially related events shall constitute a single material breach. A breach shall be “material” for purposes of this Section 11.5 only if it has resulted in or would be likely to result in commercially significant harm to users of HDCP, including but not limited to Fellow Adopters and Content Participants, or constitute a threat to the integrity or security of HDCP.

11.6 Third-Party Beneficiary Rights. Adopter’s compliance with the terms and conditions of this Agreement is essential to maintain the value and integrity of HDCP. As part of the consideration granted herein, Adopter 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 Adopter in accordance with the procedures set out in Section 2 of the Procedural Appendix with respect to Adopter’s implementation of HDCP in any product that is capable of receiving or transmitting Audiovisual Content that Content Participant has caused or permitted to be distributed or transmitted. Except as otherwise expressly provided in this Section 11.6, such rights shall be limited to seeking injunctive relief (a) against the manufacture, distribution, commercial use and sale of Adopter’s products that are in material breach of the HDCP Specification, Compliance Rules or Robustness Rules, provided, however, that injunctive relief shall not be available to prevent the distribution of a Robust

Inactive Product that would not comply with the HDCP Specification, Compliance Rules or Robustness Rules if it were activated if, no later than thirty (30) days after receiving notice of breach from Licensor or an Eligible Content Participant, Adopter prevents activation of the HDCP functions, including display of HDCP content, of such Robust Inactive Product until such time, if any, that an Update is applied to such Robust Inactive Product that causes it to be a Licensed Product in accordance with the terms of Section 5.2. or (b) against disclosure of Highly Confidential Information in breach of this Agreement that affects the integrity of HDCP. 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.

12 MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement, the exhibits hereto, the Component Download Rules and the HDCP Specification 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.

12.2 **Currency.** All fees payable to Licensor hereunder shall be paid to Licensor in United States dollars by wire transfer or such other means as Licensor may reasonably specify.

12.3 **Assignment.** The rights and licenses granted under this Agreement to Adopter are personal to Adopter 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 Adopter or (c) to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Adopter or the surviving entity in a merger, reorganization, or other business combination involving Adopter; 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 Adopter with notice of such assignment or transfer.

12.4 **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.

12.5 **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.

12.6 **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 12.6.2.

12.6.1 ADOPTER 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.

12.6.2 IF ADOPTER 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.

12.7 **Notice.** Unless otherwise specified in this Agreement, all notices to be provided pursuant to this Agreement shall not be effective unless given in writing by means of a letter, facsimile or electronic mail, in each case to the party at the addresses set out on the signature page hereof. Any notice sent pursuant to this Section 12.7 shall be deemed delivered: (x) on the date personally delivered; (y) five (5) business days after deposit with the United States mail (postage prepaid); or (z) one (1) business day after delivery by electronic mail (provided that it is confirmed by United States Air Mail or letter posted two business days after the email delivery). Notices to be provided by Licensor pursuant to Section 3 of the Procedural Appendix may also be provided by electronic mail.

12.8 **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

**EXHIBIT A
PROCEDURAL APPENDIX**

1 Annual Fee and Device Key Fees

1.1 **Annual Fee.** The Annual Fee shall be US \$15,000 per year.

1.2 **Device Key Fees.** In addition to the Annual Fee, Adopter shall pay the following Device Key Fees for each order of Device Key Sets:

<u>Number of Device Key Sets</u>	<u>Fee per Order</u>
1,000,000	US \$10,000
100,000	US \$5000
10,000	US \$2000

1.3 **Time of Delivery.** Order quantity will be limited to one million Device Key Sets per Adopter per day. Licensor shall use commercially reasonable efforts to process the Device Key Sets within thirty (30) days of receiving Adopter's completed order thereof, including payment of all applicable Device Key Fees and Annual Fees. Seven business day processing will be made available for an additional fee of US \$5000 per order of up to one million Device Key Sets.

1.4 **Taxes.** All 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 Customer is prohibited by law from making such payments unless Customer deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Customer shall duly withhold and remit such taxes and shall pay to Intel the remaining net amount after the taxes have been withheld. Customer shall promptly furnish Intel 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 Customer. In the event that such taxes or duties are legally imposed initially on Intel or Intel is later assessed by any taxing authority, then Intel will be promptly reimbursed by Customer for such taxes or duties plus any interest and penalties suffered by Intel.

1.5 **Procedures for Ordering Device Keys.** Procedures for ordering Device Key Sets are specified in the Signing Facility Users Guide, which is available from Licensor upon request.

2 Procedures for Third-Party Beneficiary Claims

- 2.1 Prior to initiating any third-party beneficiary claim under this Agreement by an Eligible Content Participant (a “Beneficiary Claim”) against Adopter, 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 to the extent such cooperation does not involve release of information provided to Licensor by a Content Participant or Fellow Adopter that such Content Participant or Fellow Adopter 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.
- 2.2 Licensor shall provide all Content Participants with prompt notice of Licensor’s receipt of any notice of a Beneficiary Claim against Adopter (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 Adopter arising out of the alleged breach by Adopter raised in such Beneficiary Claim asserted by the Third-Party Beneficiary. The Third-Party Beneficiary initiating a Beneficiary Claim shall support, and Adopter 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 Adopter 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.
- 2.3 Third-Party Beneficiaries shall have no right to, and Adopter 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 or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception and copying, or the rights of Content Participants with respect to HDCP; 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.

3.4 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.

3 REVOCATION

3.1 **Generally.** The terms of this Section 3 apply solely with respect to any Revocation for which Adopter is an Affected Adopter.

3.2 **Notice of Revocation.** Licensor shall provide Adopter at least fifteen (15) business days' notice prior to any Revocation of a KSV for any Device Key Set issued to Adopter (the "Revocation Notice Period"), which notice shall specify the grounds for such Revocation (including which of the Revocation Criteria have been satisfied), provided that Licensor may Revoke a KSV on less than fifteen (15) business days' notice if, in the circumstances set forth in Section 4.2 of this Procedural Appendix, a court of competent jurisdiction determines that claimant has demonstrated likelihood of success of showing that the Revocation Criteria have been satisfied. In the event that Adopter believes in good faith that the Revocation Criteria have not been satisfied with respect to such Revocation, it may contest the grounds for such Revocation pursuant to and in accordance with Section 3.3 of this Procedural Appendix. If Adopter consents to such Revocation during the Revocation Notice Period, Licensor may Revoke such KSV at any time thereafter. If Adopter's products are or would be affected by a Revocation, Adopter's sole recourse shall be to challenge such Revocation as set forth herein.

3.3 **Revocation Objections.** If Adopter believes in good faith that the Revocation Criteria have not been satisfied, it may, at any time within the Revocation Notice Period, notify Licensor that it contests the grounds for such Revocation on the basis that the Revocation Criteria have not been satisfied, which notice shall include a written statement from Adopter, under oath, which sets out facts that disprove or contradict Licensor's stated grounds for Revocation (a "Revocation Objection"). Within fifteen (15) days after (i) receipt of a Revocation Objection, or (ii) expiration of the Revocation Notice Period, Licensor shall (a) cancel or Rescind the Revocation if Licensor and all Eligible Content Participants that requested the Revocation (the "Initiating Content Participants") consent or (b) provide notice (a "Notice of Revocation Dispute"), to Adopter and all Initiating Content Participants and System Operators that a dispute exists with regard to such Revocation (a "Revocation Dispute").

3.4 **Dispute Resolution.** Adopter, Licensor, or any Initiating Content Participant that is joined by at least two (2) other Eligible Content Participants (or by one (1) other Eligible Content Participant if there are then fewer than three (3) Eligible Content Participants) may initiate an arbitration proceeding to resolve the Revocation Dispute (a "Revocation Arbitration"), in accordance with the procedures set out in Sections 3 and 4 of this Procedural Appendix, within thirty (30) days of Licensor's Notice of Revocation Dispute. The parties agree that Adopter, Licensor, the applicable Initiating Content Participants, any Eligible Content Participants and Eligible System Operators that seek to join the arbitration in accordance

with the procedures set out in this Section 3, and any Related Fellow Adopter (defined below) shall be the sole parties to such arbitration, and Adopter shall not involve Founder (except in its capacity as a Related Fellow Adopter) as a party in any such arbitration. The foregoing sentence shall not apply to or preclude Founder's involvement or participation as a witness or in a similar capacity. "Related Fellow Adopter" means any Fellow Adopter (a) to whom Adopter has sold a Licensed Component that incorporates a Device Key Set associated with a KSV for which Revocation has been proposed and (b) who incorporated such Licensed Component in a Licensed Product or Licensed Source Component.

3.5 Arbitration Notice. Upon initiating a Revocation Arbitration, Adopter or the Initiating Content Participant(s), as the case may be, shall so notify Licensor. Promptly upon receiving such notice, or initiating a Revocation Arbitration itself, Licensor shall provide all Content Participants, all System Operators and, except in the case that Adopter initiates the Revocation Arbitration, Adopter with prompt notice of the Revocation Arbitration (an "Arbitration Notice"). Within twenty (20) business days of the date of the Arbitration Notice (the "Election Period"), all Eligible Content Participants, Eligible System Operators and Related Fellow Adopters who have received Arbitration Notice shall elect whether to participate in such Revocation Arbitration, and the failure of any Eligible Content Participant, Eligible System Operator or Related Fellow Adopter, in each case who has received Arbitration Notice, to provide notice to Licensor of such election within the Election Period shall be deemed a waiver of such Content Participant's, System Operator's or Related Fellow Adopter's right to (a) participate in such arbitration and (b) request or oppose Revocation of the same KSV(s) that are the subject of the Revocation Arbitration, to the extent that such request or opposition is based on the same set of facts at issue in the arbitration. None of Licensor, Adopter nor any Initiating Content Participant shall object to any request, within the Election Period, by an Eligible Content Participant, Eligible System Operator or Related Fellow Adopter to so participate in the Revocation Arbitration. Any decision rendered by the arbitrator shall be binding on all Content Participants, System Operators and Related Fellow Adopters who received notice of the Revocation Arbitration and failed to elect to join such Revocation Arbitration after receiving notice as if they had joined such Revocation Arbitration.

3.6 Adopter Request for Revocation. Adopter may seek Revocation of a KSV associated with any Device Key Set issued to Adopter hereunder by providing to Licensor proof in a sworn affidavit (the "Adopter Affidavit") of any of the facts relating to any particular Device Keys Set issued to Adopter hereunder that would warrant Revocation of the KSV associated therewith and satisfy the Revocation Criteria. The Adopter Affidavit shall be sufficiently detailed that Licensor can determine solely on the basis of such affidavit whether the facts averred satisfy one or more of the Revocation Criteria.

3.7 Indemnification. If Adopter has sought Revocation pursuant to Section 3.6 of this Procedural Appendix, and Licensor agrees to such Revocation, Adopter shall indemnify and hold harmless and, at Licensor's option, defend Licensor, Founder, Key Generator, Affiliates of the foregoing and their respective officers, members, directors, equivalent corporate officials, employees, representatives and agents ("Indemnified Parties") from and against any and all (a) claims, actions, suits, proceedings or litigation and any losses, deficiencies, damages, liabilities, costs and expenses associated therewith, including but not

limited to reasonable attorneys' fees and expenses, arising out of the Revocation or Rescission of Revocation of any KSV for which Adopter had sought Revocation and (b) other costs or expenses incurred by Licensor in connection with such Revocation or Rescission of Revocation, including but not limited to any costs and expenses associated with the generation and distribution of information necessary to effect such Revocation or Rescission. Licensor may require a bond or security reasonably anticipated for such costs if Licensor reasonably believes that Adopter may be unwilling or unable to pay such costs.

3.8 Remedies. Except as otherwise expressly provided in this Section 3.8, and subject to the limitations on liability in Section 10.3 of this Agreement, Adopter's sole recourse with respect to Revocation shall be the objection and arbitration procedures set out herein. Neither Founder, Licensor, Key Generator nor any Content Participant shall have any liability with respect to any Revocation, and no compensation shall be made to Adopter, except that (a) in the event that a court of competent jurisdiction, in response to a request from Licensor, issues a declaratory judgment or preliminary injunctive relief pursuant to Section 4.2 of this Procedural Appendix stating that claimant has demonstrated likelihood of success of showing that the Revocation Criteria were satisfied with respect to the relevant KSV(s), and an arbitrator subsequently determines that the Revocation Criteria were not satisfied with respect to such KSV(s), Licensor, at the request of Adopter, shall, at Licensor's discretion (i) Rescind the Revocation through substantially the same means as were used to effect the Revocation or (ii) provide for compensation to Adopter (or Adopter's affected customers) for each of its affected devices in an amount equal to the least of (x) the fair market value of each device; or (y) US \$25 per device or (b) in the event that an arbitrator determines that the Revocation Criteria have been satisfied with respect to a KSV and Licensor recklessly or with gross negligence Revokes the wrong KSV, Licensor may be liable for Adopter's direct damages arising from such Revocation, which liability shall in no event exceed the amount of Device Key Fees paid by Adopter to Licensor in the six (6) months preceding such Revocation. Notwithstanding the foregoing, in no event shall Licensor's liability under this Section 3.8 exceed the Annual Fee actually received by Licensor from Adopter under this Agreement during the one-year period preceding such claim.

4 Arbitration

4.1 Arbitration Procedures. All Revocation Disputes shall be referred to, and finally settled by, arbitration in accordance with the American Arbitration Association ("AAA") International Arbitration Rules in effect at the time of the arbitration, except as such rules may be modified herein or by mutual agreement of the parties thereto. The arbitration shall be conducted by a sole arbitrator, who shall be appointed by the AAA within fourteen (14) days of the initiation of the arbitration. The seat of the arbitration shall be Portland, Oregon, provided, however, that the arbitrator shall have the right to hold hearings in such other locations as he or she deems appropriate. The arbitration shall be conducted in English. The arbitrator shall move as expeditiously as possible and shall set a schedule to endeavor to complete the arbitration and render an award within one (1) month after the completion of the Election Period. The arbitrator may permit and facilitate such limited discovery as he or she shall determine is reasonably necessary, taking into account the needs of the parties and the desirability of making discovery as expeditious and cost-effective as possible. The

arbitrator's authority shall be limited to determining whether or not the Revocation Criteria were satisfied. The Person(s) seeking Revocation shall bear the burden of proof to demonstrate that the Revocation Criteria were satisfied by a preponderance of the evidence. The arbitral decision shall be in writing, state the reasons therefore, and be final and binding on the parties to the arbitration, except that whether the arbitrator exceeded his or her authority as specifically described in this Section 4, shall be fully reviewable by a court of competent jurisdiction. Judgment upon any award shall be entered in a court of competent jurisdiction. The parties to the arbitration and the arbitrator shall treat the arbitration proceedings, any related discovery, documents, other evidence submitted to, any other submissions to, the arbitrator as Confidential Information. In addition, and as necessary, the arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed in any discovery or otherwise during the arbitration, and, as appropriate, the decision of the arbitrator. Except as otherwise expressly provided in this Section 4.1, the parties to the arbitration shall share equally the costs of the arbitration, and each such party shall bear its own attorney's fees and expenses. Notwithstanding the foregoing, the arbitrator shall award the prevailing party or parties all of its or their costs and expenses, including but not limited to reasonable attorneys' fees and expenses, if the arbitrator finds that the evidence supports the prevailing party's or parties' position by clear and convincing evidence; provided, however, that (i) no party shall be obligated to pay to the prevailing party or parties any such costs or expenses that exceed, in the aggregate, one million dollars (US \$1,000,000) for any Revocation Arbitration and (ii) the arbitrator shall not award attorney fees against Licensor.

4.2 Without limiting the parties' agreement to refer all Revocation Disputes to arbitration pursuant to Section 4.1 of this Procedural Appendix, in the event that a failure to Revoke one or more KSVs prior to the completion of the Revocation Arbitration associated therewith would pose a substantial and imminent harm to Fellow Adopters or Content Participants or to the integrity or security of HDCP or the operation of HDCP with respect to protecting Audiovisual Content from any unauthorized output, transmission, interception or copying, Licensor or any Eligible Content Participant that is or may be a party to the arbitration shall have a right, at any time, to request a court of competent jurisdiction to issue, as an interim measure, a declaratory judgment that the claimant has demonstrated likelihood of success of showing that the Revocation Criteria have been satisfied and/or preliminary injunctive relief pending the resolution of the arbitration, and such request shall not be deemed incompatible with, or a waiver of, the foregoing agreement to arbitrate. In the event that such relief is issued by a court of competent jurisdiction, (a) the Revocation Arbitration shall be completed in accordance with the procedures set out in Section 4.1 of this Procedural Appendix and (b) if the arbitrator subsequently determines that the Revocation Criteria had not been satisfied, Adopter's sole remedy against Licensor shall be as expressly provided in Section 3.8 of this Procedural Appendix. Preliminary injunctive relief under this section may include an order that Licensor shall Revoke the affected KSV and shall not Rescind such Revocation during the pendency of the arbitration unless otherwise ordered by the court.

EXHIBIT B: CONFIDENTIALITY

1 Confidentiality.

1.1 **Permitted Use.** Adopter shall use Confidential Information and Highly Confidential Information (including tangible embodiments of the same) solely for purposes of implementations of HDCP in accordance with the terms of this Agreement, and shall not copy, and shall not intentionally memorize, Confidential Information or Highly Confidential Information in order to copy the methods disclosed therein, nor shall Adopter use any mentally-retained recollections thereof to circumvent HDCP, the methods disclosed in Confidential Information or Highly Confidential Information, or any obligations under this Agreement.

1.2 **Highly Confidential Information.** Adopter shall maintain the confidentiality of Highly Confidential Information in the following manner:

1.2.1 Adopter shall employ procedures for safeguarding Highly Confidential Information at least as rigorous as Adopter would employ for its own most highly confidential information, such procedures to include, at a minimum: (a) maintaining on Adopter's premises a secure location in which any and all Highly Confidential Information shall be stored, where such storage may include electronic storage in accordance with this Section 1.2.1; (b) such secure location shall be accessible only by Authorized Employees (defined below); (c) in the case of a location that is physically secure, employees shall sign in and out each time such employees visit such secure location, and in the case of secure electronic storage, a record shall be maintained for each time such employees have access to such information; and (d) when Highly Confidential Information is not in use, such information shall be stored in a locked safe at such secure location or shall be stored electronically in accordance with this Section 1.2.1. In the event that Adopter stores the Highly Confidential Information in electronic storage, Adopter shall ensure that (i) any such electronically stored Highly Confidential Information stored on a computer hard drive is password protected; (ii) the electronically stored Highly Confidential Information is encrypted; and (iii) Adopter maintains a directory of any decrypted Highly Confidential Information and promptly deletes such decrypted data when it is not in use.

1.2.2 Adopter may disseminate Highly Confidential Information only to the strictest minimum possible number of regular employees and individuals retained as regular independent contractors of Adopter who (a) have an absolute need to know such Highly Confidential Information in order to enable Adopter to implement HDCP in compliance with the HDCP Specification, Compliance Rules and Robustness Rules; (b) are bound in writing by obligations of confidentiality sufficient to protect the Highly Confidential Information in accordance with the terms of this Agreement and (c) have been identified in writing to Licensor prior to receiving access to such Highly Confidential Information (each such employee, an "Authorized Employee"). Adopter shall make all reasonable efforts to assist Licensor in relation to any claim, action, suit, proceeding, or litigation with respect to any improper or unauthorized acts of any of its former employees and individuals retained as regular independent contractors.

1.2.3 Adopter may disclose Highly Confidential Information to a third party that is providing services to Adopter pursuant to the right under Section 2.1 to “have made” Licensed Products or Licensed Components, provided that such third party is either a Fellow Adopter or is subject to an applicable non-disclosure agreement with Adopter on conditions no less stringent than the confidentiality provisions set out in Exhibit B-1. Adopter agrees that it shall be responsible for such third party’s actions with respect to any disclosed Highly Confidential Information, and shall defend, indemnify and hold Licensor harmless from and against any and all causes of actions, damages, and liabilities that may arise from such disclosure. Adopter shall identify such third persons to Licensor upon request.

1.2.4 Adopter shall not make any copies of any Highly Confidential Information, unless expressly authorized under this Agreement.

1.2.5 Notwithstanding any of the foregoing in this Section 1.2, Adopter may disseminate Device Keys or Device Key Sets if such material is included in Licensed Products, Licensed Source Components, or Licensed Components or Robust Licensed Components that comply with the Robustness Rules and if such Licensed Products, Licensed Source Components, Robust Licensed Components or Licensed Components that comply with the Robustness Rules are disseminated in a manner fully adherent to this license.

1.3 **Contact Person.** Adopter shall designate a single employee who shall receive all Highly Confidential Information disclosed by Licensor.

2 Disclosure

2.1 **Confidential Information.** Adopter may disclose Confidential Information only to (a) regular employees and individuals retained as independent contractors subject to confidentiality obligations equivalent to those applicable to full-time employees of Adopter who have a reasonable need-to-know and are bound in writing by obligations of confidentiality sufficient to protect the Confidential Information in accordance with the terms of this Agreement, (b) Founder or Affiliates thereof, (c) Fellow Adopters or entities subject to a non-disclosure agreement substantially in the form of this Confidentiality Agreement, provided that Adopter may disclose to such parties only information that such parties are entitled to receive under their Adopter Agreement or non-disclosure agreement with Licensor, or (d) Adopter’s attorneys, auditors or other agents who owe Adopter a duty of confidentiality and are bound to maintain such information in confidence as a result of a fiduciary relationship. Adopter shall use the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure or use of Confidential Information as Adopter employs with respect to its comparably important confidential information.

2.2 **Disclosure of Adopter Status.** Except as otherwise expressly provided in this Section 2.2, Licensor shall have the right to disclose to third parties the fact that Adopter has obtained a license to implement HDCP. Upon Adopter’s written request to Licensor, Licensor shall maintain the fact that Adopter has obtained a license to implement HDCP confidential until such time that Adopter publicly announces that it intends to manufacture a product or

component that implements HDCP or begins marketing such a product or component, whichever is earlier.

2.3 Notification of Unauthorized Use or Disclosure. Adopter shall notify Licensor in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Highly Confidential Information, and shall cooperate with Licensor in every reasonable way to regain possession of Confidential Information and Highly Confidential Information and prevent its further unauthorized use or disclosure.

2.4 Confidentiality Exceptions. The confidentiality obligations set forth in this Confidentiality Agreement shall not apply to information that Adopter can demonstrate (a) is Confidential Information that has become generally known to the public through no breach of Adopter's obligations owed to Licensor or Founder, (b) has been independently developed by Adopter's employees (whether alone or jointly with others) without reliance on or use of any Confidential Information or Highly Confidential Information (including but not limited to any translations, derivations or abstractions of such information) and without breach of Adopter's obligations to Licensor or to Founder, provided that the confidentiality obligations shall continue to apply to Device Keys, (c) has been independently developed and disclosed to Adopter by a third party without reliance on or use of any Confidential Information or Highly Confidential Information and without any breach of any such third party's obligations to Licensor or to Founder, (d) is disclosed in response to an order of a court or other authority of competent jurisdiction, provided that Adopter shall first have given notice to Licensor and Founder and given them a reasonable opportunity to obtain a protective order, and provided further that, upon Licensor's or Founder's request, Adopter shall reasonably cooperate in challenging the scope of any required disclosure, or (e) is otherwise required by law to be disclosed, provided that Adopter shall notify Licensor and Founder of such requirement as promptly as possible, and shall, upon Licensor's or Founder's request, reasonably cooperate in challenging the scope of any required disclosure.

3 Confidentiality Period. The confidentiality obligations set forth in this Confidentiality Agreement shall continue until the later of (a) three (3) years after the last commercial use of HDCP by Licensor, Founder or any Affiliate thereof, or any Fellow Adopter or (b) the expiration of the last copyright that protects any HDCP Content that then exists in any country adhering to the Agreement on Trade Related Aspects of Intellectual Property Rights of the World Trade Organization dated August 15, 1994.

4 Other Terms

4.1 Reverse Engineering. Under no circumstances shall Adopter reverse engineer, cryptographically analyze, decompile, disassemble, or otherwise seek to determine the operation of any element of Highly Confidential or Confidential Information or allow any other Person to do any of the foregoing. Without limiting the foregoing, Adopter may, to the minimum extent necessary to test, debug, integrate or tune its own Licensed Products or Licensed Components to ensure that they work in their intended operational environment with other Licensed Products or Licensed Components, and conduct compliance or electrical analyses with respect to the operation of such other Licensed Products or Licensed Components that form part of such intended operational environment.

**EXHIBIT B-1
HAVE MADE PARTIES CONFIDENTIALITY AGREEMENT**

This Have Made Parties Confidentiality Agreement (“Confidentiality Agreement”) is effective as of _____ (the “Effective Date”) by and between _____ (“Adopter”) and _____ (“Have Made Party”).

WITNESSETH

WHEREAS, Adopter has entered into that certain HDCP License Agreement dated as of _____ (the “HDCP License Agreement”) by and between Adopter and Licensor; and

WHEREAS, Adopter and Have Made Party intend to enter into an agreement in accordance with section 2.5 of the HDCP License Agreement pursuant to which Have Made Party shall make Licensed Products or Licensed Components or subparts thereof for the sole account of Adopter; and

WHEREAS, as a condition to receiving Confidential Information and Highly Confidential Information from Adopter, Have Made Party understands and acknowledges that it shall be responsible for preserving the confidentiality of such Confidential Information and Highly Confidential Information to the same extent as Adopter, and agrees to be bound by the same confidentiality terms as bind Adopter under to the HDCP License Agreement, and agrees to be responsible to Licensor and Content Participants in event of breach of such terms; and

NOW THEREFORE, in consideration of the covenants and agreements herein, Have Made Party and Adopter hereby agree as follows:

A G R E E M E N T

1. **DEFINED TERMS.** All capitalized terms used herein and not defined shall have the meanings given them in the HDCP License Agreement.
2. **CONFIDENTIALITY OBLIGATIONS.** Have Made Party hereby agrees to be bound by the confidentiality obligations set forth on the attached Attachment A to the same extent as Adopter, and as if all references to Adopter were references to Have Made Party; provided however that section 1.2.3 of Attachment A shall not apply.
3. **THIRD PARTY BENEFICIARY.** Have Made Party acknowledges and expressly agrees that each of Licensor and any Content Participant is an express third party beneficiary of all of Have Made Party’s obligations hereunder, and further acknowledges and agrees that this Confidentiality Agreement runs to the benefit of each of Licensor and any Content Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date last written below:

ADOPTER:

HAVE MADE PARTY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A TO HAVE MADE PARTIES CONFIDENTIALITY AGREEMENT

1 Confidentiality.

1.1 **Permitted Use.** Adopter shall use Confidential Information and Highly Confidential Information (including tangible embodiments of the same) solely for purposes of implementations of HDCP in accordance with the terms of this Agreement, and shall not copy, and shall not intentionally memorize, Confidential Information or Highly Confidential Information in order to copy the methods disclosed therein, nor shall Adopter use any mentally-retained recollections thereof to circumvent HDCP, the methods disclosed in Confidential Information or Highly Confidential Information, or any obligations under this Agreement.

1.2 **Highly Confidential Information.** Adopter shall maintain the confidentiality of Highly Confidential Information in the following manner:

1.2.1 Adopter shall employ procedures for safeguarding Highly Confidential Information at least as rigorous as Adopter would employ for its own most highly confidential information, such procedures to include, at a minimum: (a) maintaining on Adopter's premises a secure location in which any and all Highly Confidential Information shall be stored, where such storage may include electronic storage in accordance with this Section 1.2.1; (b) such secure location shall be accessible only by Authorized Employees (defined below); (c) in the case of a location that is physically secure, employees shall sign in and out each time such employees visit such secure location, and in the case of secure electronic storage, a record shall be maintained for each time such employees have access to such information; and (d) when Highly Confidential Information is not in use, such information shall be stored in a locked safe at such secure location or shall be stored electronically in accordance with this Section 1.2.1. In the event that Adopter stores the Highly Confidential Information in electronic storage, Adopter shall ensure that (i) any such electronically stored Highly Confidential Information stored on a computer hard drive is password protected; (ii) the electronically stored Highly Confidential Information is encrypted; and (iii) Adopter maintains a directory of any decrypted Highly Confidential Information and promptly deletes such decrypted data when it is not in use.

1.2.2 Adopter may disseminate Highly Confidential Information only to the strictest minimum possible number of regular employees and individuals retained as regular independent contractors of Adopter who (a) have an absolute need to know such Highly Confidential Information in order to enable Adopter to implement HDCP in compliance with the HDCP Specification, Compliance Rules and Robustness Rules; (b) are bound in writing by obligations of confidentiality sufficient to protect the Highly Confidential Information in accordance with the terms of this Agreement and (c) have been identified in writing to Licensor prior to receiving access to such Highly Confidential Information (each such employee, an "Authorized Employee"). Adopter shall make all reasonable efforts to assist Licensor in relation to any claim, action, suit, proceeding, or litigation with respect to any improper or unauthorized acts of any of its former employees and individuals retained as regular independent contractors.

1.2.3 Adopter may disclose Highly Confidential Information to a third party that is providing services to Adopter pursuant to the right under Section 2.1 to “have made” Licensed Products or Licensed Components, provided that such third party is either a Fellow Adopter or is subject to an applicable non-disclosure agreement with Adopter on conditions no less stringent than the confidentiality provisions set out in Exhibit B-1. Adopter agrees that it shall be responsible for such third party’s actions with respect to any disclosed Highly Confidential Information, and shall defend, indemnify and hold Licensor harmless from and against any and all causes of actions, damages, and liabilities that may arise from such disclosure. Adopter shall identify such third persons to Licensor upon request.

1.2.4 Adopter shall not make any copies of any Highly Confidential Information, unless expressly authorized under this Agreement.

1.2.5 Notwithstanding any of the foregoing in this Section 1.2, Adopter may disseminate Device Keys or Device Key Sets if such material is included in Licensed Products, Licensed Source Components, or Licensed Components, or Robust Licensed Components that comply with the Robustness Rules and if such Licensed Products, Licensed Source Components, or Robust Licensed Components, or Licensed Components that comply with the Robustness Rules are disseminated in a manner fully adherent to this license.

1.3 **Contact Person.** Adopter shall designate a single employee who shall receive all Highly Confidential Information disclosed by Licensor.

2 Disclosure

2.1 **Confidential Information.** Adopter may disclose Confidential Information only to (a) regular employees and individuals retained as independent contractors subject to confidentiality obligations equivalent to those applicable to full-time employees of Adopter who have a reasonable need-to-know and are bound in writing by obligations of confidentiality sufficient to protect the Confidential Information in accordance with the terms of this Agreement, (b) Founder or Affiliates thereof, (c) Fellow Adopters or entities subject to a non-disclosure agreement substantially in the form of this Confidentiality Agreement, provided that Adopter may disclose to such parties only information that such parties are entitled to receive under their Adopter Agreement or non-disclosure agreement with Licensor, or (d) Adopter’s attorneys, auditors or other agents who owe Adopter a duty of confidentiality and are bound to maintain such information in confidence as a result of a fiduciary relationship. Adopter shall use the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure or use of Confidential Information as Adopter employs with respect to its comparably important confidential information.

2.2 **Disclosure of Adopter Status.** Except as otherwise expressly provided in this Section 2.2, Licensor shall have the right to disclose to third parties the fact that Adopter has obtained a license to implement HDCP. Upon Adopter’s written request to Licensor, Licensor shall maintain the fact that Adopter has obtained a license to implement HDCP confidential until such time that Adopter publicly announces that it intends to manufacture a product or

component that implements HDCP or begins marketing such a product or component, whichever is earlier.

2.3 Notification of Unauthorized Use or Disclosure. Adopter shall notify Licensor in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Highly Confidential Information, and shall cooperate with Licensor in every reasonable way to regain possession of Confidential Information and Highly Confidential Information and prevent its further unauthorized use or disclosure.

2.4 Confidentiality Exceptions. The confidentiality obligations set forth in this Confidentiality Agreement shall not apply to information that Adopter can demonstrate (a) is Confidential Information that has become generally known to the public through no breach of Adopter's obligations owed to Licensor or Founder, (b) has been independently developed by Adopter's employees (whether alone or jointly with others) without reliance on or use of any Confidential Information or Highly Confidential Information (including but not limited to any translations, derivations or abstractions of such information) and without breach of Adopter's obligations to Licensor or to Founder, provided that the confidentiality obligations shall continue to apply to Device Keys, (c) has been independently developed and disclosed to Adopter by a third party without reliance on or use of any Confidential Information or Highly Confidential Information and without any breach of any such third party's obligations to Licensor or to Founder, (d) is disclosed in response to an order of a court or other authority of competent jurisdiction, provided that Adopter shall first have given notice to Licensor and Founder and given them a reasonable opportunity to obtain a protective order, and provided further that, upon Licensor's or Founder's request, Adopter shall reasonably cooperate in challenging the scope of any required disclosure, or (e) is otherwise required by law to be disclosed, provided that Adopter shall notify Licensor and Founder of such requirement as promptly as possible, and shall, upon Licensor's or Founder's request, reasonably cooperate in challenging the scope of any required disclosure.

3 Confidentiality Period. The confidentiality obligations set forth in this Confidentiality Agreement shall continue until the later of (a) three (3) years after the last commercial use of HDCP by Licensor, Founder or any Affiliate thereof, or any Fellow Adopter and (b) the expiration of the last copyright that protects any HDCP Content that then exists in any country adhering to the Agreement on Trade Related Aspects of Intellectual Property Rights of the World Trade Organization dated August 15, 1994.

4 Other Terms

4.1 Reverse Engineering. Under no circumstances shall Adopter reverse engineer, cryptographically analyze, decompile, disassemble, or otherwise seek to determine the operation of any element of Highly Confidential or Confidential Information or allow any other Person to do any of the foregoing. Without limiting the foregoing, Adopter may, to the minimum extent necessary to test, debug, integrate or tune its own Licensed Products or Licensed Components to ensure that they work in their intended operational environment with other Licensed Products or Licensed Components, conduct compliance or electrical analyses with respect to the operation of such other Licensed Products or Licensed Components that form part of such intended operational environment.

EXHIBIT C
COMPLIANCE RULES

Adopter agrees to comply with all terms and conditions of these Compliance Rules, which may be amended from time to time by Licensor in accordance with Section 5 of this Agreement.

- 1 **Definitions:** Capitalized terms used in these Compliance Rules and not otherwise defined herein shall have the meaning given to such terms elsewhere in the Agreement.
 - 1.1 For purposes of this Agreement, a Licensed Product may function only as a Presentation Device, a Source Device, and/or a Repeater. Such terms shall have the following meanings:
 - 1.1.1 **“Presentation Device”** means a Licensed Product that has a “Presentation Function,” which is the capability to receive, decrypt, and visually display and/or sonically render HDCP Content in accordance with the HDCP Specification.
 - 1.1.2 **“Source Device”** means a Licensed Product that has a “Source Function,” which is the capability to encrypt and transmit HDCP Content in accordance with the HDCP Specification.
 - 1.1.3 **“Repeater”** means a Licensed Product that has a “Repeater Function,” which is the capability to receive, decrypt, re-encrypt and re-transmit HDCP Content to one or more outputs in accordance with the HDCP Specification and this Agreement.
 - 1.2 **“Decrypted HDCP Content”** means, with respect to a Licensed Product, HDCP content that such Licensed Product has decrypted in accordance with the HDCP Specification, but has not passed to an output permitted under this Agreement other than an Approved Retransmission Technology. For the avoidance of doubt Decrypted HDCP Content that is passed to an output via an ART remains Decrypted HDCP Content and therefore subject to the Compliance and Robustness Rules.
 - 1.3 **“Approved Retransmission Technology” or “ART”** means a method of transmitting Decrypted HDCP Content between components of a single Licensed Product, only within a localized environment, which method is approved by DCP LLC and listed in Table [C-1]. ARTs are approved by DCP LLC pursuant to the process and criteria set forth in the Approved Retransmission Technology Objective Criteria document.
 - 1.4 **“SRM”** means a System Renewability Message as described in the HDCP Specification.
- 2 **Interoperability.** Licensed Products shall be constructed to support full interoperability of any digital output properly equipped with High-bandwidth Digital Copy Protection (“HDCP”) in accordance with the applicable specification. A complete list of the interfaces can be found at the following link: http://www.digital-cp.com/hdcp_technologies.
- 3 **Compliance Rules for Presentation Devices.** The rules set out in this Section 3 apply to Presentation Devices.

3.1 **No Copies.** A Presentation Device shall not make any copies of Decrypted HDCP Content for any purpose, except for such temporary buffers as are permitted under Section 3.2.

3.2 **Temporary Buffering.**

3.2.1 **Audiovisual Content.** Decrypted HDCP Content may be temporarily buffered in a Presentation Device to enable and perform the Presentation Function, image processing function (e.g., picture-in-picture display, image overlay, image enhancement and brightness adjustment) or “freeze frame” of a single frame of Audiovisual Content, provided that such buffer shall not persist for more time than is necessary to perform such function. In addition, if a Presentation Device is also a Repeater, it may temporarily buffer Decrypted HDCP Content pursuant to and in accordance with Section 5.2 of these Compliance Rules.

3.2.2 **Audio Content.** Decrypted HDCP Content may be temporarily buffered in a Presentation Device to enable and perform the Presentation Function, necessary to perform such function, provided that such buffer shall not persist for more time than is necessary to perform such function. In addition, if a Presentation Device is also a Repeater, it may temporarily buffer Decrypted HDCP Content pursuant to and in accordance with Section 5.2 of these Compliance Rules.

3.3 **Digital Outputs.** No output of Decrypted HDCP Content is permitted except as follows:

3.3.1 **Audiovisual Content.**

3.3.1.1 A Presentation Device shall not permit the output of Audiovisual Content to digital outputs, except, if the Presentation Device is also a Repeater, as expressly provided in Section 5.3 of these Compliance Rules. Notwithstanding the foregoing, Presentation Devices may output the audio portions of Decrypted HDCP Content that is Audiovisual Content in (a) analog form shall be limited to 1.5 times normal speed, unless the pitch is corrected to the pitch at normal speed. Except for the requirement just described, sound quality of analog outputs is not restricted in any way; or (b) digital form in either compressed audio format or in Linear PCM format in which the transmitted information is sampled at no more than the equivalent of 48 kHz and no more than 16 bits per channel and, for Licensed Products that are not an internal peripheral or software component of a Computer Product shall ensure that the SCMS information corresponding to “Copy-never” is used for outputs that utilize SCMS; or (c) digital form as long as it is encrypted using a copy protection technology that is identified by DCP for use strictly with the audio portions of Decrypted HDCP Content (“Digital Form Output”), and the Digital Form Output is encrypted using an encryption protocol that uniquely associates such Digital Form Output with Adopter’s single Licensed Product so that it cannot be utilized on another device or product; or

3.3.1.1.1 Methods which may be approved by DCP for audio portions of HDCP Content that is Audiovisual Content, subject to such other provisions as DCP may provide.

3.3.2 **Audio Content.** All Decrypted HDCP Content that is Audio Content shall be marked to prohibit copying (e.g. Copy-never, No-more-copies), regardless of the actual Digital CCI or similar copy control information.

3.3.2.1 **Super Audio CD Content** may be passed to HDCP protected DVI, HDMI, DisplayPort or UDI outputs as expressly provided by section 5.3 of these Compliance Rules, if the Presentation Device is also a Repeater.

3.3.2.2 **DVD-Audio Content** may be passed to the following digital outputs and shall accurately transmit Digital CCI and ISRC Information:

3.3.2.2.1 To HDCP protected DVI, HDMI, DisplayPort or UDI outputs as expressly provided by section 5.3 of these Compliance Rules, if the Presentation Device is also a Repeater.

3.3.2.2.2 To Legacy Digital Audio Outputs. Legacy Digital Audio Outputs shall be limited to 1.5 times normal speed, unless the pitch is corrected to the pitch at normal speed. In addition, such outputs shall comply with the following requirements:

(a) Limitation on Sound Quality. Sound quality of Legacy Digital Audio Outputs when playing Linear PCM and Packed PCM streams shall be equivalent to CD-Audio Quality or less.

(b) SCMS Status Setting. Licensed Products that are not an internal peripheral or software component of a Computer Product shall ensure that Legacy Digital Audio Outputs IEC-958, IEC-60958, and IEC-61937 shall include SCMS information corresponding to “Copy-never”. Licensed products shall not actively strip out or actively alter any SCMS information contained in the Digital Audio Content.

3.3.2.3 **IEC60958 Audio Content** may be passed:

3.3.2.3.1 To HDCP protected DVI, HDMI, DisplayPort or UDI outputs as expressly provided by section 5.3 of these Compliance Rules, if the Presentation Device is also a Repeater.

3.3.2.3.2 To IEC-60958 or IEC 61937 where SCMS information is properly set and transmitted as “Copy-never”.

3.3.2.4 **Generic Audio Content** may be passed:

3.3.2.4.1 To HDCP protected DVI, HDMI, DisplayPort or UDI outputs as expressly provided by section 5.3 of these Compliance Rules, if the Presentation Device is also a Repeater.

3.3.2.4.2 To digital outputs in either compressed audio format or in Linear PCM format in which the transmitted information is sampled at no more than the equivalent of 48 kHz and no more than 16 bits per channel.

3.4 **Analog Outputs.** No output of Decrypted HDCP Content is permitted except as follows:

- 3.4.1 **Audiovisual Content.** Except as otherwise expressly provided in Section 3.3.1 of these Compliance Rules, a Presentation Device shall not permit the output of Audiovisual Content Decrypted HDCP Content in any analog representation.
- 3.4.2 **Audio Content.** All Decrypted HDCP Content that is Audio Content shall be marked to prohibit copying (e.g. Copy-never, No-more-copies), regardless of the actual Digital CCI or similar copy control information.
- 3.4.2.1 **Super Audio CD Content** may be passed to an analog output at a rate equal to or slower than real time.
- 3.4.2.2 **DVD-Audio Content** may be passed to an analog output only if limited to 1.5 times normal speed, unless the pitch is corrected to the pitch at normal speed. Except for the requirement just described, sound quality of analog outputs is not restricted in any way by Digital CCI.
- 3.4.2.3 **IEC60958 Audio Content** may be passed to an analog output.
- 3.5 **Unique Device Key Sets.** Each Presentation Function shall use a unique Key Selection Vector and unique Device Key Set.
- 4 **Compliance Rules for Source Devices.** The rules set out in this Section 4 apply to Source Devices and Licensed Source Components.
- 4.1 **No Content Limitations.** There are no limitations imposed under this Agreement relating to the type of Audiovisual Content that may be encrypted as HDCP Content.
- 4.2 **Additional Requirements.** Adopter is advised that the license agreements relating to other content protection technologies or conditional access systems that act as an immediate upstream content control function to a Source Function and require HDCP for DVI, HDMI, DisplayPort or UDI outputs may require the delivery of SRMs to Source Functions and the protected communication of information from Source Functions in order to ensure the effective protection of Audiovisual Content. In any event, the HDCP Source Function is required by these Compliance Rules of Adopter's HDCP Adopter Agreement to make available to the immediate upstream content control function information that indicates whether the Source Function is fully engaged and able to deliver protected Audiovisual Content, which means (a) HDCP encryption is operational on all applicable DVI, HDMI, DisplayPort or UDI outputs, (b) there are no Presentation Devices or Repeaters on a DVI, HDMI, DisplayPort or UDI output whose KSV is in the current revocation list, and (c) processing of valid received SRMs, if any, has occurred, as defined in the Specification.
- 4.3 **Unique Device Key Sets.** Each Source Device, and each Licensed Source Component that incorporates a Device Key Set, shall use a unique Key Selection Vector and unique Device Key Set.
- 5 **Compliance Rules for Repeaters.** The rules set out in this Section 5 apply to Repeaters.
- 5.1 **No Copies.** A Repeater shall not make any copies of Decrypted HDCP Content for any purpose, except for such temporary buffers as are permitted under in Section 5.2.

5.2 Temporary Buffering. Decrypted HDCP Content may be temporarily buffered to enable and perform the Repeater Function or image processing function (e.g., picture-in-picture display, image overlay, image enhancement and brightness adjustment), provided that such buffer shall not persist for more time than is necessary to perform such function. In addition, if a Repeater is also a Presentation Device, it may temporarily buffer Decrypted HDCP Content pursuant to and in accordance with Section 3.2 of these Compliance Rules.

5.3 Digital Outputs. A Repeater shall not permit the output of Decrypted HDCP Content to digital outputs except through DVI, HDMI, DisplayPort or UDI outputs when the Decrypted HDCP Content is re-encrypted and transmitted using HDCP in accordance with this Agreement and the HDCP Specification or via an Approved Retransmission Technology.

5.4 No Analog Outputs. A Repeater shall not permit the output of Decrypted HDCP Content in any analog representation.

5.5 Unique Keys. Each Repeater Function shall use a unique Key Selection Vector and unique Device Key Set for the HDCP Content input as well as a separate, unique Key Selection Vector and unique Device Key Set for each DVI, HDMI, DisplayPort or UDI output of HDCP Content.

6 Output Restrictions Apply Only to HDCP Content. For avoidance of doubt, there are no limitations imposed under this Agreement relating to the output from Licensed Products of content other than HDCP Content.

Table C-1

Approved Retransmission Technology

Technology	Approval Date	Technology Proponent
Tzero ZeroWire™	August 6, 2007	NDS Surgical Imaging
Samsung Wireless DTV System and Wireless Link Protection for Retransmission of HDCP Contents (WI-LIP)	September 10, 2007	Samsung Electronics
AMIMON Wireless High Definition Interface	January 8, 2008	AMIMON Ltd.
CWave™ UWB	June 23, 2008	Pulse~LINK, Inc.

LocationFree Home Wireless	November 25, 2008	Sony Corporation
Retransmission of HDCP Content for WirelessHD	March 16, 2009	SiBEAM, Inc.
HDAnywhere™ Adaptation Layer System	July 27, 2009	Analog Devices, Inc. For info. email: hdanywhere@analog.com
ACE Multimedia Distribution System	November 13, 2009	HaiVision Network Video

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EXHIBIT D
ROBUSTNESS RULES

1 **Construction.** Licensed Products as shipped shall comply with the Compliance Rules and shall be designed and manufactured in a manner that is clearly designed to effectively frustrate attempts to modify such Licensed Products to defeat the content protection requirements of the HDCP Specification and the Compliance Rules.

1.1 **Functions Defeating the HDCP Specification.** Licensed Products shall not include:

- (a) switches, buttons, jumpers, or software equivalents thereof;
- (b) specific traces that can be cut ; or
- (c) functions (including service menus and remote-control functions);

in each case, by which the content protection requirements of the HDCP Specification or the Compliance Rules can be defeated or by which Decrypted HDCP Content can be exposed to unauthorized interception, re-distribution or copying.

1.2 **Keep Secrets.** Licensed Products shall be designed and manufactured in a manner that is clearly intended to effectively frustrate attempts to discover or reveal Device Keys or other Highly Confidential Information.

1.3 **Robustness Checklist.** Before releasing any Licensed Product, Adopter shall perform tests and analyses to assure compliance with these Robustness Rules. A Robustness Checklist is attached hereto as Exhibit D-1 for the purpose of assisting Adopter in performing tests covering certain important aspects of these Robustness Rules. Inasmuch as the Robustness Checklist does not address all elements required for the manufacture of a Compliant product, Adopter is strongly advised to review carefully the HDCP Specification, the Compliance Rules and these Robustness Rules so as to evaluate thoroughly both its testing procedures and the compliance of its Licensed Products. Adopter shall provide copies of the HDCP Specification, the Compliance Rules, these Robustness Rules and the Robustness Checklist to its supervisors responsible for design and manufacture of Licensed Products.

2 **Data Paths.** Decrypted HDCP Content shall not be available on outputs other than those specified in the Compliance Rules. Within a Presentation Device or Repeater, Decrypted HDCP Content shall not be present on any user-accessible buses.

2.1 A “**user accessible bus**” means (a) an internal analog connector that: (i) is designed and incorporated for the purpose of permitting end user upgrades or access or (ii) otherwise readily facilitates end user access or (b) a data bus that is designed for end user upgrades or access such as an implementation of smartcard, PCMCIA, Cardbus or PCI that has standard sockets or otherwise readily facilitates end user access, but not memory buses, CPU buses, and similar portions of a device’s internal architecture that do not permit access to content in a form useable by end users.

Clause 2.1(a) should be interpreted and applied so as to allow Adopter to design and manufacture its products to incorporate means, such as test points, used by Adopter or

professionals to analyze or repair products; but not to provide a pretext for inducing consumers to obtain ready and unobstructed access to internal analog connectors. Without limiting the foregoing, with respect to clause 2.1(a), an internal analog connector shall be presumed to not “readily facilitate end user access” if (i) such connector and the video signal formats or levels of signals provided to such connector, are of a type not generally compatible with the accessible connections on consumer products, (ii) such access would create a risk of product damage, or (iii) such access would result in physical evidence that such access had occurred and would void any product warranty.

3 Methods of Making Functions Robust. Licensed Products shall use at least the following techniques, in a manner that is clearly designed to effectively frustrate attempts to defeat the content protection requirements of the HDCP Specification and the Compliance Rules:

3.1 Distributed Functions. Where Decrypted HDCP Content is delivered from one portion of a Licensed Product to another, whether among integrated circuits, software modules, or a combination thereof, such portions shall be designed and manufactured in a manner and associated and otherwise integrated with each other such that Decrypted HDCP Content, in a usable form flowing between them, shall be reasonably secure from being intercepted or copied.

3.2 Software Implementation. Any portion of a Licensed Product that implements any of the content protection requirements of the HDCP Specification and the Compliance Rules in Software shall include all of the characteristics set forth in Sections 1 and 2 of these Robustness Rules. For purposes of these Robustness Rules, “Software” shall mean the implementation of the content protection requirements of the HDCP Specification and the Compliance Rules through any computer program code consisting of instructions or data, other than such instructions or data that are included in Hardware. Such implementations shall:

3.2.1 comply with Section 1.2 of these Robustness Rules by a reasonable method, including but not limited to: encryption, execution of a portion of the implementation in ring zero or supervisor mode, and/or embodiment in a secure physical implementation; and, in addition, in every case of implementation in Software, using techniques of obfuscation clearly designed to effectively disguise, and hamper attempts to discover, the approaches used;

3.2.2 be designed so as to perform self-checking of the integrity of its component parts such that unauthorized modifications will be expected to result in a failure of the implementation to provide the authorized authentication and/or decryption function. For the purpose of this provision, a “modification” includes any change in, or disturbance or invasion of features or characteristics, or interruption of processing, relevant to Sections 1 or 2 of these Robustness Rules. This provision requires, at a minimum, the use of “signed code” or more robust means of “tagging” operations throughout the code.

3.3 Hardware Implementation. Any portion of a Licensed Product that implements any of the content protection requirements of the HDCP Specification and the Compliance Rules in

Hardware shall include all of the characteristics set forth in Sections 1 and 2 of these Robustness Rules. Such implementations shall:

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

3.3.2 be designed such that attempts to remove, insert, replace or reprogram Hardware elements of a Presentation Device or Repeater in a way that would compromise the content protection requirements of the HDCP Specification and the Compliance Rules would pose a serious risk of rendering the Licensed Product unable to receive, decrypt or decode HDCP Content. By way of example, a component that is soldered rather than socketed may be appropriate for this means.

For purposes of these Robustness Rules, “Hardware” means a physical device, including a component, that implements any of the content protection requirements of the HDCP Specification and the Compliance Rules and that (a) does not include instructions or data other than such instructions or data that are permanently embedded in such device or component or (b) includes instructions or data that are not permanently embedded in such device or component where such instructions or data have been customized for such Licensed Product or a Licensed Component and such instructions or data are inaccessible to the end user through such Licensed Product or Licensed Component.

3.4 **Hybrid Implementation.** The interfaces between Hardware and Software portions of HDCP implementations in Licensed Products shall be designed so that the Hardware portions comply with the level of protection that would be provided by a pure Hardware implementation, and the Software portions comply with the level of protection which would be provided by a pure Software implementation.

3.5 **Level of Protection.** The content protection requirements of the HDCP Specification and the Compliance Rules shall be implemented in a reasonable method so that such implementations:

3.5.1 cannot be defeated or circumvented merely by using general-purpose tools or equipment that are widely available to average users at a reasonable price, such as screwdrivers, jumpers, clips and soldering irons (“Widely Available Tools”), or using specialized electronic tools or specialized software tools that are widely available at a reasonable price, such as eeprom readers and writers, debuggers or decompilers (“Specialized Tools”) other than devices or technologies, whether Hardware or Software, that are designed and made available for the specific purpose of bypassing or circumventing the protection technologies required by HDCP (“Circumvention Devices”); and

3.5.2 can only with difficulty be defeated or circumvented using professional tools or equipment, such as logic analyzers, chip disassembly systems, or in-circuit emulators or any other tools, equipment, methods, or techniques not described in Section 3.5.1 of these Robustness Rules such as would be used primarily by persons of professional

skill and training, but not including either professional tools or equipment that are made available on the basis of a non-disclosure agreement or Circumvention Devices.

3.6 Advance of Technology. Although an implementation of a Licensed Product when designed and first shipped may meet the above standards, subsequent circumstances may arise which, had they existed at the time of design of a particular Licensed Product, would have caused such products to fail to comply with these Robustness Rules, (“New Circumstances”). If an Adopter has (a) actual notice of New Circumstances, or (b) actual knowledge of New Circumstances (the occurrence of (a) or (b) hereinafter referred to as “Notice”), then within eighteen (18) months after Notice such Adopter shall cease distribution of such Licensed Product and shall only distribute Licensed Products that are compliant with the Robustness Rules in view of the then-current circumstances. Notwithstanding the foregoing, in the event that Adopter manufactures, distributes or sells Robust Inactive Products, Adopter shall have the right to continue to manufacture, distribute and sell the same version of such Robust Inactive Products for a period of up to two (2) years following such Notice, or such longer period as Licensor may, in extraordinary circumstances, approve in writing, provided that Adopter shall stop any further activation of the HDCP Functions in any such Robust Inactive Products no later than eighteen (18) months after the Notice. Where an Adopter can demonstrate that the cost of removing HDCP from a Robust Inactive Product would be substantial, Licensor shall not unreasonably decline written approval of an “extraordinary circumstance,” provided that such continued shipment without further activation would not affect the security of HDCP and there have not been repeated breaches of the Agreement by the Adopter.

3.7 Inspection and Report. Upon a reasonable and good faith belief that a particular hardware model or software version of a Licensed Product designed or manufactured by Adopter does not comply with the Robustness Rules then in effect for such Licensed Product, and upon reasonable notice to Adopter via Licensor, one or more Eligible Content Participant(s) may request that Adopter submit promptly to an independent expert (acceptable to Adopter, which acceptance shall not be unreasonably withheld) detailed information necessary to an understanding of such product’s implementation of the HDCP Specification, Compliance Rules, and Robustness Rules such as would be sufficient to determine whether such product so complies with these Robustness Rules. Adopter’s participation in such inspection and provision of such information is voluntary; no adverse inference may be drawn from Adopter’s refusal to participate in such inspection or provide such information. The conduct of such inspection and the contents of any report made by the independent expert shall be subject to the provisions of a nondisclosure agreement, mutually agreeable to such Eligible Content Participant(s), Adopter and such expert, such agreement not to be unreasonably withheld, that also provides protections for Confidential Information and Highly Confidential Information that are no less stringent than those provided for in this Agreement. Such examination and report shall be conducted at the sole expense of the Eligible Content Participant(s) that requested such inspection. Nothing in this Section 3.7 shall limit the role or testimony of such expert, if any, in a judicial proceeding under such protective orders as a court may impose. Adopter shall not be precluded or estopped from challenging the opinion of such expert in any forum; nor shall any party be entitled to argue that any greater weight or evidentiary presumption should be accorded to the expert report than to any other relevant evidence. Once this provision has been invoked by any Eligible

Content Participant(s) with respect to any hardware model or software version, it may not be invoked again by the same or other Eligible Content Participants with respect to the same hardware model or software version of a Licensed Product, provided that the right to request inspection shall include the right to request re-inspection of the implementation of such model or version if it has been revised in an effort to cure any alleged failure of compliance. Nothing in this Section 3.7 shall grant a license or permission for any party to decompile or disassemble software code in Adopter's products.

- 4 **Licensed Source Components.** All terms and conditions of these Robustness Rules applicable to Licensed Products shall also apply with respect to Licensed Source Components. In addition, each Licensed Source Component shall be designed to ensure that when the HDCP functions that implement any of the content protection requirements of the HDCP Specification and the Compliance Rules are distributed in a Licensed Product among such Licensed Source Component and one or more other Licensed Source Components, including, without limitation, among integrated circuits, software modules, or a combination thereof, such functions shall be designed and associated and otherwise integrated with each other such that the confidentiality of Device Keys and other Highly Confidential Information, and the integrity of values identified as "requiring integrity" in Appendix B of the HDCP Specification, are maintained in accordance with the standard of protection set out in Section 3.5 of these Robustness Rules.

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**EXHIBIT D-1
ROBUSTNESS CHECKLIST**

Notice: This Checklist is intended as an aid to the correct implementation of the Robustness Rules for hardware and software implementations of the HDCP Specification in a Licensed Product. Licensor strongly recommends that you complete this Checklist for each hardware model or software version of a Licensed Product before releasing any product and at a sufficiently early date in design, as well as during production, to avoid product compliance redesign delays. This Checklist does not address all requirements necessary to create a product that is Compliant. Failure to perform the tests and analysis necessary to comply fully with the HDCP Specification, Compliance Rules or Robustness Rules could result in a breach of the HDCP License Agreement and appropriate legal action of Licensor and Eligible Content Participants.

If any particular design or production work is being outsourced or handled by contractors to the company, compliance with the Robustness Rules remains the responsibility of this company.

DATE: _____

MANUFACTURER: _____

PRODUCT NAME: _____

HARDWARE MODEL OR SOFTWARE VERSION: _____

NAME OF TEST ENGINEER COMPLETING CHECKLIST:

TEST ENGINEER: _____

COMPANY NAME: _____

GENERAL IMPLEMENTATION QUESTIONS

1. Has the Licensed Product been designed and manufactured so there are no switches, buttons, jumpers, or software equivalents of the foregoing, or specific traces that can be cut, by which the content protection requirements of the HDCP Specification or Compliance Rules can be defeated or by which Decrypted HDCP Content can be exposed to unauthorized copying?
2. Has the Licensed Product been designed and manufactured so there are no service menus or other functions (such as remote-control functions, switches, check boxes, or other means) that can intercept the flow of Decrypted HDCP Content or expose it to unauthorized copying?
3. Does the Licensed Product have service menus, service functions, or service utilities that can redirect or expose the flow of Decrypted HDCP Content within the device?

If Yes, please describe these service menus, service functions, or service utilities and the steps that are being taken to ensure that these service tools will not be used to expose or misdirect Decrypted HDCP Content.

4. Does the Licensed Product have service menus or remote control functions that can defeat the content protection requirements of the HDCP Specification or Compliance Rules?

If Yes, please describe these service menus or remote control functions and the steps that are being taken to ensure that these service tools will not be used to defeat the content protection requirements of the HDCP Specification and Compliance Rules.

5. Explain in detail how the Licensed Product protects the confidentiality of all Device Keys.

6. If the Licensed Product delivers Decrypted HDCP Content from one portion of the product to another, whether among software modules, integrated circuits or otherwise or a combination thereof, explain how such portions have been designed, associated and integrated with each other so that Decrypted HDCP Content is reasonably secure from interception and copying as required in Section 3.1 of the Robustness Rules.

7. Are any HDCP functions implemented in Hardware?

If Yes, complete hardware implementation questions.

8. Are any HDCP functions implemented in Software?

If Yes, complete software implementation questions.

SOFTWARE IMPLEMENTATION QUESTIONS

9. In the Licensed Product, describe the method by which all Device Keys are stored in a protected manner, or that Device Keys are not accessible to software.

10. Using the grep utility or equivalent, are you unable to discover any Device Keys in binary images of any software?
11. In the Licensed Product, for all HDCP values accessible to software for which confidentiality or integrity is required as indicated in Table B-1 of the HDCP Specification, describe the method by which these values are created, held and used in a protected manner.
12. Describe the method being used to prevent commonly available debugging or decompiling tools (e.g., Softice) from being used to obtain Highly Confidential values contained within or generated by the HDCP functions implemented in software.
13. Describe the method by which the Licensed Product self-checks the integrity of component parts in such manner that modifications will cause failure of authorization or decryption as described in Section 3.2.2 of the Robustness Rules. Describe what happens when integrity is violated.
14. To assure that integrity self-checking is being performed, perform a test to verify that the executable will fail to work once a binary editor is used to modify a random byte of the executable image containing HDCP functions, and describe the method and results of the test.

HARDWARE IMPLEMENTATION QUESTIONS

15. In the Licensed Product, describe the method by which all Device Keys are stored in a protected manner and how their confidentiality is maintained.
16. Using the grep utility or equivalent, are you unable to discover any Device Keys in binary images of any persistent memory devices?
17. Describe the method in the Licensed Product by which the HDCP values for which confidentiality or integrity is required as indicated in Table B-1 of the HDCP Specification, are created, held and used in a protected manner.
18. Describe the means used to prevent attempts to replace, remove, or alter hardware elements or modules used to implement HDCP functions?
19. In the Licensed Product, does the removal or replacement of hardware elements or modules that would compromise the content protection requirements of the HDCP Specification and the Compliance Rules damage the Licensed Product so as to render the Licensed Product unable to receive, decrypt, or decode HDCP Content?

Notice: This checklist does not supersede or supplant the HDCP Specification, Compliance Rules, or Robustness Rules. Adopter and its Test Engineers are advised that this checklist does not address all requirements of the Robustness rules, or the requirements of the HDCP Specification and Compliance Rules.

Revised May 24, 2018



**HDCP 2.01 ADDENDUM
TO
HDCP LICENSE AGREEMENT**

This HDCP 2.01 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 and Addendum supersedes any prior 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 I.

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) "Activation" means, with respect to a Deactivated Keyed Licensed Component distributed by an Adopter, the distribution of a Licensed Component, ("Adopter Activation"), issued by such Adopter, solely for distribution to Fellow Adopter(s), to update such Deactivated Keyed Licensed Component to become a Licensed Component. As an example, Activation of Deactivated Keyed Licensed Components may include decryption of firmware and/or keys necessary to utilize the HDCP functions, with the keys required for decryption provided by the Adopter only to Fellow HDCP Adopters.

(ii) "Circumvention Device" means a device or technology whether hardware or software that is designed and made available for the specific purpose of bypassing or circumventing the protection technologies required by HDCP, provided that (x) no Licensed Product is excused from full compliance with any Robustness Rule and/or Compliance Rule due to the existence of one or more relevant Circumvention Devices, and (y) the broad distribution and widespread use by consumers of a particular Circumvention Device should be examined by the Adopter and will be examined by the Licensor to determine whether the particular situation related to a particular Circumvention Device constitutes a New Circumstance as that term is defined and used in the Advance of Technology provision of the Robustness Rules.

(iii) "Core Functions" of HDCP include encryption of video portions of Audiovisual Content, decryption of video portions of HDCP Content that is Audiovisual Content, storing and handling of Device Secret Keys, Session Keys used to encrypt or decrypt video portions of Audiovisual Content and Master Keys ("HDCP Core Keys") in plaintext form during the HDCP authentication protocol, handling of information or materials, including but not limited to cryptographic keys used to encrypt or decrypt HDCP Core Keys, from which HDCP Core Keys could reasonably be derived, protecting the video portions of Decrypted HDCP Content against unauthorized exposure, maintaining the confidentiality and integrity of HDCP Core Keys and other information or materials, including but not limited to cryptographic keys used to encrypt or decrypt HDCP Core Keys, from which HDCP Core Keys could reasonably be derived.

(iv) “Deactivated Keyed Licensed Component” means a Licensed Component having a Device Key incorporated therein that is designed to be updated via an Activation and is designed such that unless updated via an Activation it shall not (i) perform any HDCP functions; or, (ii) display any HDCP Content via any output.

(v) “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.

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

(vii) “Hardware” means, for the purposes of the Robustness Rules specified in Exhibit D, a physical device or component, that implements any of the content protection requirements of the HDCP Specification Rev 2.0, and the Compliance Rules and that (i) does not include instructions or data other than such instructions or data that are permanently embedded in such device or component; or (ii) includes instructions or data (e.g., firmware instructions or data) that are not permanently embedded in such device or component where such instructions or data are specific to such device or component and where the device or component prevents unauthorized modifications that defeat the content protection requirements of the HDCP Specification Rev 2.0, and the Compliance Rules to such instructions or data, to the level of protection specified in, as applicable, Section 4.3 through 4.4.

(viii) “Hardware Root of Trust” means, for the purposes of the Robustness Rules specified in Exhibit D, security primitives composed of Hardware that provide a set of trusted, security-critical functions and that are designed to always behave in the expected manner.

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

(x) “HDCP Protected Output” shall mean an output for which HDCP applies.

(xi) “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.

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

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

(xiv) “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).

(xv) “Keyed Licensed Component” means a Licensed Component having a Device Key incorporated therein.

(xvi) “Master Key” shall mean a 128-bit random, secret cryptographic key negotiated between the HDCP Transmitter and the HDCP Receiver during Authentication and Key Exchange and used to pair the HDCP Transmitter with the HDCP Receiver

(xvii) “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.

(xviii) “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 or higher.

(xix) “Session Key” shall mean a 128-bit random, secret cryptographic key negotiated between the HDCP Transmitter and the HDCP Receiver during Session Key exchange and used during HDCP Content encryption or decryption.

(xii) “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)

(xx) “Secure Load” means, with respect to any instructions or data included in Hardware or Software, the process by which the initial trusted state for such instructions or data are established before they are executed.

(xxi) “Software” means, for the purposes of the Robustness Rules specified in Exhibit D, the implementation of content protection requirements of the HDCP Specification Rev 2.0 and Compliance Rules through any computer program code consisting of instructions and/or data, other than such instructions and/or data that are included in Hardware.

(xxii) “User-Accessible Bus” means a data bus that is designed and incorporated for the purpose of permitting end user upgrades or access such as an implementation of a smartcard, PCMCIA, Cardbus, or PCI that has standard sockets or otherwise readily facilitates end user access. A “User-Accessible Bus” does not include memory buses, CPU buses, or similar portions of a device’s internal architecture that do not permit access to content in form usable by end users.

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 A to the HDCP Specification and HDCP Specification Rev 2.0; (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 Rev 2.0 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.*

Part 3

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-sublicenseable, 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 Rev 2.0 , as well as (b) under any trade secrets or copyrights of Founder or Licensor embodied in the HDCP Specification Rev 2.0:

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 Rev 2.0, 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 Licensor under its Adopter Agreement. Adopter, on behalf of itself and its Affiliates, further promises not to assert or maintain against Licensor, Founder 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 Rev 2.0 or any portion thereof), or distributing the HDCP Specification Rev 2.0. 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 Licensor under an Adopter Agreement entered into with Licensor 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 (a) 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 Rev 2.0 (including, by way of example, 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 Rev 2.0 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 made prior to the effective date of such 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 Rev 2.0 or any copyrights or trade secrets contained in HDCP or the HDCP Specification Rev 2.0 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 Rev 2.0 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 Rev 2.0 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 Rev 2.0 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 Rev 2.0 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 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 2.0 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 \$20,000	For quantities over 1M per year
US \$10,000	Up to 1M per year
US \$5,000	Up to 100K per year
US \$2000	Up to 10K per year
US \$1000	Up to 1K per year
US \$500	Up to 100 per year

Receiver ID Key Sets. 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 \$10000
100,000	US \$5000
10,000	US \$2000

A new Section 5 shall be added to Exhibit A:

Section 5 – Records

5.1 The requirements of this Section 5 are to be construed as amending Section 3.2 of the HDCP Adopter Agreement.

5.2 Records must be maintained for all Keyed Licensed Components and Deactivated Keyed Licensed Components distributed to Fellow Adopters.

5.3 Records must include: name of entity receiving Keyed Licensed Components or Deactivated Keyed Licensed Components and specific Receiver ID or similar means to effectively trace specific Receiver ID for each Keyed Licensed Component.

5.4 The records must be maintained for a period of three (3) years and Adopter shall provide such records within a commercially reasonable period of time upon DCP's request.

5.5 Failure to maintain such records will constitute a material breach of the Agreement.

A new Section 6 shall be added to Exhibit A as follows:

Section 6: Distribution of Keyed Licensed Components and Deactivated Keyed Licensed Components.

6.1 The requirements of this Section 6 are to be construed as amending Section 3.2 of the HDCP Adopter Agreement.

6.2: Distribution.

6.2.1. Keyed Licensed Components may only be sold or otherwise furnished to Fellow Adopters subject to this Addendum. Under no circumstances may Keyed Licensed Components be sold or otherwise furnished to HDCP Associates or others.

6.2.2. Deactivated Keyed Licensed Components may be distributed to in accordance with Section 3.2 of the Adopter Agreement.

6.2.3 No Keyed Licensed Components may be distributed to an HDCP Associate or other non-adopter. No Licensed Components may be distributed to Resellers who are licensed under the HDCP Reseller Associate Agreement under any circumstance. In either case such distribution would constitute a material breach of the Agreement.

A new Section 7 will be added to Exhibit A:

7. Definitions. All of the definitions from the Agreement and this Addendum are incorporated herein by reference.

Part 9. Exhibit C shall be amended as follows:

- (i) Section 3.3.1 of Exhibit C shall be deleted in its entirety and replaced with the following:

3.3.1 Audiovisual Content

3.3.1.1 A Presentation Device shall not permit the output of Audiovisual Content to digital outputs, except, if the Presentation Device is also a Repeater, as expressly provided in Section 5.3 of these Compliance Rules. Notwithstanding the foregoing, Presentation Devices may output the audio

portions of Decrypted HDCP Content that is Audiovisual Content in (a) analog form shall be limited to 1.5 times normal speed, unless the pitch is corrected to the pitch at normal speed. Except for the requirement just described, sound quality of analog outputs is not restricted in any way; or (b) digital form in either compressed audio format or in Linear PCM format and Licensed Products that are not an internal peripheral or software component of a Computer Product shall ensure that the SCMS information corresponding to “Copy-never” is used for outputs that utilize SCMS

- (ii) 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.

- (iii) Section 4.2 of Exhibit C shall be deleted in its entirety and replaced with the following:

Additional Requirements. Adopter is advised that the license agreements relating to other content protection technologies or conditional access systems that act as an immediate upstream content control function to a Source Function and require HDCP Protected Outputs may require the delivery of SRMs to Source Functions or the delivery of Receiver IDs from Source Functions to such immediate upstream content control function, and the protected communication of information from Source Functions in order to ensure the effective protection of Audiovisual Content. If requested by the immediate upstream content control function, the Source Function shall pass the Receiver IDs of all downstream Presentation Devices and Repeaters to such upstream content control function. In any event, the HDCP Source Function is required by these

Compliance Rules of Adopter's HDCP Adopter Agreement to make available to the immediate upstream content control function information that indicates whether the Source Function is fully engaged and able to deliver protected Audiovisual Content, which means (a) HDCP encryption is operational on all applicable HDCP protected outputs, (b) there are no Presentation Devices or Repeaters on an HDCP protected output whose KSV or Receiver ID is in the current revocation list, and (c) processing of valid received SRMs, if any, has occurred, as defined in the Specification.

- (iv) 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.

- (v) 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. “

- (vi) 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 Rev. 2.0, shall use a unique Receiver ID and unique Device Key Set as appropriate.”

Part 10. Exhibit D shall be deleted in its entirety and replaced with the following.

ROBUSTNESS RULES

1 Construction. Licensed Products as shipped shall comply with the Compliance Rules and shall be manufactured in a manner clearly designed to effectively frustrate attempts to (a) modify such Licensed Products or the performance of such Licensed Products to defeat the content protection requirements of the HDCP Specification Rev 2.0 and the Compliance Rules (b) discover or reveal Device Secret Keys and other values identified as Confidentiality Required in Appendix A to the HDCP Specification Rev 2.0, and (c) cause such products to use values identified in Appendix A to the HDCP Specification Rev 2.0 as Integrity Required after unauthorized modification of such values occurs. Licensed Products shall not use Confidentiality Required or Integrity Required values for purposes other than those defined in the HDCP Specification.

2 Defeating Functions. Licensed Products shall not include: (a) switches, buttons, jumpers or software equivalents thereof, (b) specific traces (electrical connections) that can be cut, (c) special functions or modes of operation (including service menus and remote-control functions), or (d) active JTAG ports, active emulator interfaces or active test points to probe security functions, in each case by which the content protection requirements of the HDCP Specification Rev 2.0 and the Compliance Rules can be defeated, or by which Decrypted HDCP Content in such Licensed Products can be exposed to unauthorized interception, redistribution or copying.

3 Data Paths. Decrypted HDCP Content shall not be available on outputs other than those specified in the Compliance Rules.

4 Method of Making Functions Robust. Licensed Products shall use at least the following techniques in a manner that is clearly designed to effectively frustrate attempts to defeat the content protection requirements of the HDCP Specification Rev 2.0 and Compliance Rules.

4.1 Content Protection Requirements other than Core Functions. Any portion of the Licensed Product that implements any of the content protection requirements of the HDCP Specification Rev 2.0 and the Compliance Rules, other than Core Functions, shall include all of the characteristics set forth in Sections 1 through 3 of these Robustness Rules. Such implementations shall:

4.1.1 Comply with Section 1 above by a reasonable method including but not limited to: encryption and/or execution of a portion of the implementation in ring zero or supervisor mode (i.e., in kernel mode) and, in addition, in every case of

implementation in Software, using techniques of obfuscation clearly designed to effectively disguise and hamper attempts to discover the approaches used; and

4.1.2 Be designed so as to perform integrity checking or otherwise ensure integrity of its component parts such that unauthorized modifications will be expected to result in a failure of the implementation to provide the authorized function. For the purpose of this provision, a “modification” includes any change in, or disturbance or invasion of, features or characteristics, or interruption of processing, relevant to Section 1 of these Robustness Rules. This provision requires at a minimum the use of “signed code” and may also include a robust means of runtime integrity checking operating throughout the code. For the purpose of this provision, “signed code” means a method of achieving trusted distribution of Software by using public key cryptography, keyed hash, or other means at least as effective, to form a digital signature over Software such that its authenticity and integrity can be verified.

4.2 Core Functions. Any portion of the Licensed Product that implements any of the Core Functions shall include all of the characteristics set forth in Sections 1 through 3 of these Robustness Rules. Such portions shall be implemented in a “Hardened Execution Environment” meaning they shall:

4.2.1 Comply with Section 1 above by employing Hardware-enforced mechanisms, where such enforcement is rooted in a Hardware Root of Trust, that (a) protect Decrypted HDCP Content, Device Secret Keys and values identified as Confidentiality Required in Appendix A to the HDCP Specification, where such values are also identified under Core Functions, against unauthorized exposure (such as encrypting Decrypted HDCP Content on any User-Accessible Bus, encrypting Decrypted HDCP Content, Device Secret Keys and such Confidentiality Required values in system memory, isolating memory in which Decrypted HDCP Content, Device Secret Keys or such Confidentiality Required values reside through access controls, using Device Secret Keys and such Confidentiality Required values only inside a secure processor, and embedding Device Secret Keys in silicon circuitry or firmware that is protected from being read, to the level specified in Section 4.3), and (b) effectively and uniquely associate the RSA private key, that is applicable to the HDCP 2.0 Presentation Device or function used to receive and decrypt HDCP Content in HDCP 2.0

Repeater Device, with that device (such as by encrypting the values using a key that is unique to a single device).

4.2.2 Comply with Sections 1 through 3 of these Robustness Rules by protecting against unauthorized modifications of portions of the Licensed Product implementing Core Functions by checking integrity or otherwise ensuring integrity of such portions through the implementation of Hardware-enforced mechanisms, where such enforcement is rooted in a Hardware Root of Trust. Such mechanisms shall include a Secure Load of such portions and shall be designed such that unauthorized modifications made at any time will be expected to result in a failure of the implementation to perform the Core Functions and attempts to remove, replace, or reprogram Hardware elements of a Presentation Device or Repeater in a way that would compromise the content protection requirements of the HDCP Specification Rev 2.0 and the Compliance Rules in Licensed Products would pose a serious risk of rendering the Licensed Product unable to receive, decrypt or decode HDCP Content. By way of example, checking a signature on updateable firmware within a secure boot loader may be appropriate for this means.

4.3 Level of Protection – Core Functions. The Core Functions of HDCP shall be implemented in a reasonable method so that they:

4.3.1 Cannot be defeated or circumvented merely by using general-purpose tools or equipment that are widely available at a reasonable price, such as screwdrivers, jumpers, clips, file editors, and soldering irons ("Widely Available Tools"), or using specialized electronic tools or specialized software tools that are widely available at a reasonable price, such as EEPROM readers and writers, debuggers, decompilers, integrated development environments and similar software development products ("Specialized Tools"), or software tools such as disassemblers, loaders, patchers or any other software tools, techniques or methods not described in Widely Available Tools and Specialized Tools (e.g., the software equivalent of in-circuit emulators, software tools used for reverse engineering and penetration testing), as would be used primarily by persons of

professional skill and training (“Professional Software Tools”), other than Circumvention Devices, and

4.3.2 Can only with difficulty be defeated or circumvented using professional tools or equipment, such as logic analyzers, PCB rework stations, oscilloscopes, electromagnetic probes, chip disassembly systems, or in-circuit emulators or any other tools, equipment, methods, or techniques not described in Section 4.3.1 (“Professional Hardware Tools) such as would be used primarily by persons of professional skill and training, but not including Professional Hardware Tools that are made available only on the basis of a non-disclosure agreement or Circumvention Devices.

4.4 Level of Protection – Content Protection Requirements other than Core Functions.

The content protection requirements, other than Core Functions, of the HDCP Specification Rev 2.0 and the Compliance Rules shall be implemented in a reasonable method so that such implementations:

4.4.1 cannot be defeated or circumvented merely by Widely Available Tools or Specialized Tools, as those capitalized terms are defined in Section 4.3.1 but not including Circumvention Devices; and

4.4.2 can only with difficulty be defeated or circumvented using Professional Tools Or Equipment, such as logic analyzers, chip disassembly systems, or in-circuit emulators or any other tools, equipment, methods, or techniques not described in Section 4.4.1 of these Robustness Rules such as would be used primarily by persons of professional skill and training, but not including either Professional Tools Or Equipment that are made available on the basis of a non-disclosure agreement or Circumvention Devices.

4.5 Advance of Technology. Although an implementation of a Licensed Product when designed and first shipped may meet the above standards, subsequent circumstances may arise which, had they existed at the time of design of a particular Licensed Product, would have caused such products to fail to comply with these Robustness Rules, (“New Circumstances”). If an Adopter has (a) actual notice of New Circumstances, or (b) actual knowledge of New Circumstances (the occurrence of (a) or (b) hereinafter referred to as “Notice”), then within eighteen (18) months after Notice such Adopter shall cease distribution of such Licensed Product and shall only distribute Licensed

Products that are compliant with the Robustness Rules in view of the then-current circumstances. Notwithstanding the foregoing, in the event that Adopter manufactures, distributes or sells Robust Inactive Products, Adopter shall have the right to continue to manufacture, distribute and sell the same version of such Robust Inactive Products for a period of up to two (2) years following such Notice, or such longer period as Licensor may, in extraordinary circumstances, approve in writing, provided that Adopter shall stop any further activation of the HDCP Functions in any such Robust Inactive Products no later than eighteen (18) months after the Notice. Where an Adopter can demonstrate that the cost of removing HDCP from a Robust Inactive Product would be substantial, Licensor shall not unreasonably decline written approval of an “extraordinary circumstance,” provided that such continued shipment without further activation would not affect the security of HDCP and there have not been repeated breaches of the Agreement by the Adopter.

4.6 Inspection and Report. Upon a reasonable and good faith belief that a particular hardware model or software version of a Licensed Product designed or manufactured by Adopter does not comply with the Robustness Rules then in effect for such Licensed Product, and upon reasonable notice to Adopter via Licensor, one or more Eligible Content Participant(s) may request that Adopter submit promptly to an independent expert (acceptable to Adopter, which acceptance shall not be unreasonably withheld) detailed information necessary to an understanding of such product’s implementation of the HDCP Specification, Compliance Rules, and Robustness Rules such as would be sufficient to determine whether such product so complies with these Robustness Rules. Adopter’s participation in such inspection and provision of such information is voluntary; no adverse inference may be drawn from Adopter’s refusal to participate in such inspection or provide such information. The conduct of such inspection and the contents of any report made by the independent expert shall be subject to the provisions of a nondisclosure agreement, mutually agreeable to such Eligible Content Participant(s), Adopter and such expert, such agreement not to be unreasonably withheld, that also provides protections for Confidential Information and Highly Confidential Information that are no less stringent than those provided for in this Agreement. Such examination and report shall be conducted at the sole expense of the Eligible Content Participant(s) that requested such inspection. Nothing in this Section 4.6 shall limit the role or testimony of such expert, if any, in a judicial proceeding under such protective orders as a court may impose. Adopter shall not be precluded or estopped from challenging the opinion of

such expert in any forum; nor shall any party be entitled to argue that any greater weight or evidentiary presumption should be accorded to the expert report than to any other relevant evidence. Once this provision has been invoked by any Eligible Content Participant(s) with respect to any hardware model or software version, it may not be invoked again by the same or other Eligible Content Participants with respect to the same hardware model or software version of a Licensed Product, provided that the right to request inspection shall include the right to request re-inspection of the implementation of such model or version if it has been revised in an effort to cure any alleged failure of compliance. Nothing in this Section 4.6 shall grant a license or permission for any party to decompile or disassemble software code in Adopter's products.

4.7 Licensed Source Components. All terms and conditions of these Robustness Rules applicable to Licensed Products shall also apply with respect to Licensed Source Components. In addition, each Licensed Source Component shall be designed to ensure that when the HDCP functions that implement any of the content protection requirements of the HDCP Specification Rev 2.0 and the Compliance Rules are distributed in a Licensed Product among such Licensed Source Component and one or more other Licensed Source Components, including, without limitation, among integrated circuits, software modules, or a combination thereof, such functions shall be designed and associated and otherwise integrated with each other such that the confidentiality of Device Keys and other Highly Confidential Information, and the integrity of values identified as "requiring integrity" in Appendix A to the HDCP Specification, are maintained in accordance with the standard of protection set out in, as applicable, Section 4.3 through 4.4 of these Robustness Rules.

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.