



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

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- 1.5 “Annual Fee” shall have the meaning given in Section 4.1.
- 1.6 “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.
- 1.7 “Compliant” means, with respect to a product, that such product is in compliance with all applicable Compliance Rules and Robustness Rules.
- 1.8 “Component Download Rules” shall have the meaning given in Section 3.2.1.
- 1.9 “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.
- 1.10 “Content Participant” means a Person that (a) distributes, or causes or permits the distribution or transmission of, Video 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 Video Content, use a channel protected by HDCP and (b) has executed a Content Participant Agreement with Licensor. Licensor will identify Content Participants periodically.
- 1.11 “Content Participant Agreement” means an “HDCP Content Participant Agreement” entered into by and between Licensor and an owner or licensor of Video Content which relates to the protection of such content by HDCP.
- 1.12 “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.
- 1.13 “Contract Year” means any one-year period beginning on the Effective Date or any anniversary thereof.
- 1.14 “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.

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- 1.15 “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.
- 1.16 “Display Device” shall have the meaning given in the Compliance Rules.
- 1.17 “Display Function” shall have the meaning given in the Compliance Rules.
- 1.18 “Effective Date” shall have the meaning given in the preamble to this Agreement.
- 1.19 “Eligible Content Participant” means a Content Participant 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 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.
- 1.20 “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.
- 1.21 “Fellow Adopter” means Adopter and any other Person that has entered into an Adopter Agreement with Licensor, and includes such Person’s Affiliates.
- 1.22 “Founder” means Intel Corporation.
- 1.23 “HDCP” means that certain method for encryption, decryption, key exchange, authentication and renewability that is described with specificity in the HDCP Specification.
- 1.24 “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.
- 1.25 “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.
- 1.26 “HDCP Content” means Video 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.
- 1.27 “HDCP Specification” means the specification entitled “HDCP Content Protection Specification, Release 1.0” (including the “Errata” thereto), as such specification may be amended from time to time pursuant to Section 5.

- 1.28 “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.
- 1.29 “Key Generator” means the generator of Device Keys, KSVs, and System Renewability Messages designated by Licensor.
- 1.30 “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.
- 1.31 “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.
- 1.32 “Licensed Product” means a product or combination of Licensed Source 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.
- 1.33 “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.
- 1.34 “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, 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.

- 1.35 “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.
- 1.36 “Person” means any natural person, corporation, partnership, or other entity.
- 1.37 “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.
- 1.38 “Related Fellow Adopter” shall have the meaning given in Section 3.4 of the Procedural Appendix.
- 1.39 “Repeater” shall have the meaning given in the Compliance Rules.
- 1.40 “Repeater Function” shall have the meaning given in the Compliance Rules.
- 1.41 “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”).
- 1.42 “Revocation” or “Revoked” shall have the meaning given in Section 1.44.
- 1.43 “Revocation Criteria” shall have the meaning given in Section 7.2.
- 1.44 “Revoke” means, with respect to a Key Selection Vector, to distribute information to Content Participants for purposes of their distributing such information with Video Content in order to cause such Key Selection Vector in Display 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.
- 1.45 “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.
- 1.46 “Shared Device Key Rules” shall have the meaning given in the Compliance Rules.
- 1.47 “Shared Device Key Set” shall have the meaning given in the Compliance Rules.
- 1.48 “Source Device” shall have the meaning given in the Compliance Rules.

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- 1.49 “System Operator” means the provider of a satellite, cable or other conditional access service that transmits Video Content to the general public and that has executed a System Operator Agreement.
- 1.50 “System Operator Agreement” means an “HDCP System Operator Agreement” entered into by and between Licensor and a System Operator.
- 1.51 “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.
- 1.52 “System Renewability Message” shall have the meaning given in the HDCP Specification.
- 1.53 “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 0.90” as such specification may be amended from time to time.
- 1.54 “Video Content” means audiovisual works (as defined in the United States Copyright Act as in effect on January 1, 1978), text and graphic images.

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), nonsublicenseable, 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 and 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 and Licensed Source 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 (other than Licensed Source Components) that implement HDCP solely for use and inclusion in Licensed Products 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 and Licensed Components that implement HDCP and, with respect to Licensed

Components (other than Licensed Source Components), shall extend only to such Licensed Components that are manufactured solely for use and inclusion in, and that are ultimately used and included in, Licensed Products or Licensed Source Components by Adopter, another Fellow Adopter, or Founder or Affiliate thereof.

For avoidance of doubt, and without limiting any other term or condition of this Agreement, the license granted under this Section 2.1 shall immediately terminate 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.

- 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 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 Video 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, CSS, MPEG, IEEE 1394, DTCP, Upstream Protocol and tamper resistance technology), (b) features of a product for which there exists a noninfringing alternative, or (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.

- 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 or Licensed Components or subparts thereof for the sole account of Adopter, provided that such Licensed Products or Licensed 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 or Licensed Components and (b) are made by such Person using designs whose underlying intellectual property rights are owned by Adopter. Adopter shall be fully responsible for such other Person’s 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 no less stringent than the confidentiality provisions set out in Exhibit B 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. In no event may Adopter disclose to a Have Made Party (x) Highly Confidential Information or (y) any information derived from Highly Confidential Information. 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.
- 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 may be disposed of 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 of 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.

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.

4.2 **Fee Adjustments.** Licensor may, upon notice to Adopter given at least thirty (30) 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 (or, with respect to Shared Device Keys, in the Shared Device Key Rules), as such fees may be modified by Licensor from time to time in accordance with this Section 4.3 ("Device Key Fees"). Licensor shall provide Adopter a written invoice for such 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 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.

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 the authentication of a Licensed Product with another Licensed Product and to manage Revocation.

7. **REVOCAION 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 objects to the Revocation in accordance with the terms of Section 3 of the Procedural Appendix, an arbitrator, or, in the circumstances set forth in Section 4.2 of the Procedural Appendix, a court of competent jurisdiction, determines that the Revocation Criteria have been satisfied. 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 (other than in the case of an authorized use of a Shared Device Key Set);
- 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 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 objects 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 Revocation Criteria have been satisfied or (b) Adopter otherwise consents to such Revocation. 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.** In the event that either party (a) materially breaches any of its obligations hereunder, which breach is not cured, or not capable of cure, within thirty (30) days after notice is given to the breaching party specifying the breach; or (b) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given notice specifying the breaches, then the party not in breach may, by giving notice thereof to the breaching party, terminate this Agreement, upon the expiration of a thirty (30)-day period beginning on the date of such notice of termination, or in the event of a material breach that is not capable of cure within such thirty (30)-day period, upon such notice of termination.
- 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 or Section 9.1.2(c), Adopter may sell off and distribute its existing inventories of Licensed Products and Licensed Components, in accordance with this Agreement, 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 outstanding fees within thirty (30) days of termination of this Agreement.

- 9.3 **Survival.** The following sections shall survive termination of this Agreement: 2.2 (only with respect to Necessary Claims that read on, and trade secrets and copyrights embodied in, the version of the HDCP Specification then in effect), 2.3 (only with respect to Necessary Claims that read on, and trade secrets and copyrights embodied in, the version of the HDCP Specification then in effect), 2.4, 2.7, 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.

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 and records to ascertain the propriety of any payment hereunder. Such audit shall be undertaken at Licensor’s sole expense, and the auditor, who shall be a Certified Public Accountant from a widely-recognized accounting firm, shall only disclose those matters that Licensor has the right to know under this Agreement, and the results of the 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.

- 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.
- 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” 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 Video Data 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 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, or 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, five hundred thousand dollars (US \$500,000) for such third-party-beneficiary claim.

12. MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, the exhibits hereto, the Shared Device Key Rules, 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 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 be given in writing and shall be effective when either served by personal delivery or upon receipt via certified mail, return receipt requested, postage prepaid, overnight courier service or sent by facsimile transmission with hard copy confirmation sent by certified mail, in each case to the party at the addresses set out on the signature page hereof. Notices to be provided by Licensor pursuant to Section 3 of the Procedural Appendix may 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 Agreement shall not be effective unless made in writing and signed by the waiving party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

12.9 **Headings and Captions.** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

HDCP

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

**Digital Content Protection,
L.L.C. :**

By: _____

Name: _____

Title: _____

Date: _____

Adopter :

By: _____

Name: _____

Title: _____

Date: _____

Addresses for notices:

**Digital Content Protection,
L.L.C. :**

Adopter :

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 \$5000
100,000	US \$2500
10,000	US \$1000

- 1.3 **Other Keys.** The Device Key Fees set forth immediately above do not apply to Shared Device Key Sets. Fees applicable to the use of Shared Device Key Sets shall be specified in the Shared Device Key Rules (as defined in the Compliance Rules).
- 1.4 **Time of Delivery.** Licensor shall use commercially reasonable efforts to process the Device Key Sets within thirty (30) days of receiving Adopter’s completed order therefor, 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.
- 1.5 **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 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.
- 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 Video 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.
- 2.4 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. **REVOCAION**

- 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 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, or does not so contest the grounds for 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 receipt of a Revocation Objection, 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. “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,

Licensors 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 shall elect whether to participate in such Revocation Arbitration, and the failure of any Eligible Content Participant, Eligible System Operator or Related Fellow Adopter 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 that failed to elect to join such Revocation Arbitration 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 Licensor nor Key Generator 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 pursuant to Section 4.2 of this Procedural Appendix stating 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 therefor, 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, and any decision of, 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. 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, five hundred thousand dollars (US \$500,000) 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 Video Content from any unauthorized output, transmission, interception and copying, Licensor or any Eligible Content Participant that is or will 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 Revocation Criteria have been satisfied, 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 a declaratory judgment 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.

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 use any mentally-retained recollections thereof to circumvent HDCP or copy the methods disclosed in Confidential Information or Highly Confidential Information or to circumvent 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 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.

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

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 having access (whether directly or through any intermediaries) to 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 any access (whether directly or through any intermediaries) to 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. **Period**

3.1 **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 as a Display Device, a Source Device, or a Repeater. Such terms shall have the following meanings:
 - 1.1.1 **“Display Device”** means a Licensed Product that has a **“Display Function,”** which is the capability to receive, decrypt, and display 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.
 - 1.2 **“Decrypted HDCP Content”** means HDCP Content that has been decrypted in accordance with the HDCP Specification.
 - 1.3 **“MAR Source Function”** means a Source Function that is Managed and Renewable. **“Managed and Renewable”** means, with respect to the use of a Shared Device Key Set in a Source Device, that, in accordance with and pursuant to the Shared Device Key Rules, (a) the Shared Device Key Set can be replaced through a software update made available by Adopter or its designee through download or distribution of updated software and (b) such updates are implemented periodically (even if the relevant KSV has not been Revoked) and as otherwise required by Licensor.
 - 1.4 **“Shared Device Key Rules”** shall have the meaning given in Section 4.4 of these Compliance Rules.
 - 1.5 **“Shared Device Key Set”** means a Device Key Set that may be used in a number of MAR Source Functions of the same model of product or version of software, in each case in accordance with and pursuant to the Shared Device Key Rules.
 - 1.6 **“SRM”** means a System Renewability Message as described in the HDCP Specification.

2. **Interoperability.** Licensed Products shall be constructed to support full interoperability by fully implementing all mandatory aspects of the Digital Visual Interface (DVI) Revision 1.0, April 2, 1999 (or such later version as may be in effect at the time of Adopter's design of the Licensed Products) with the exception of those expressly identified as optional or informative. Licensed Products and Licensed Source Components shall not apply HDCP encryption to Video Content transmitted to outputs other than DVI outputs. HDCP shall not be implemented in any Licensed Product or Licensed Source Component in a manner so as to cause such Licensed Product or any Licensed Product incorporating such Licensed Source Component to be non-interoperable with other Licensed Products.
3. **Compliance Rules for Display Devices.** The rules set out in this Section 3 apply to Display Devices.
 - 3.1 **No Copies.** A Display 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 or, if such Display Device is also a Repeater, Section 5.1 of these Compliance Rules.
 - 3.2 **Temporary Buffering.** Decrypted HDCP Content may be temporarily buffered in a Display Device to enable and perform the Display 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 Display 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.** A Display Device shall not permit the output of Decrypted HDCP Content to digital outputs, except, if a Display Device is also a Repeater, as expressly provided in Section 5.3 of these Compliance Rules. Notwithstanding the foregoing, Display Devices may output the audio portions of Decrypted HDCP Content in (a) analog form 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.
 - 3.4 **No Analog Outputs.** Except as otherwise expressly provided in Section 3.3 of these Compliance Rules, a Display Device shall not permit the output of Decrypted HDCP Content in any analog representation.
 - 3.5 **Unique Device Key Sets.** Each Display 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 Video 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

may apply additional requirements relating to HDCP, including but not limited to with respect to the delivery of SRMs to Source Functions, verification that HDCP encryption is operational on a specific DVI output and verification that Revocation processing has been performed.

- 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, except in the event that Adopter requests to use Shared Device Key Sets and meets the conditions for use of Shared Device Key Sets set forth in the Shared Device Key Rules.
- 4.4 **Shared Device Key Sets.** Licensor may make available terms, conditions and procedures pursuant to which Adopter may use a Device Key Set in more than one Source Function (as such terms, conditions and procedures may be amended by Licensor from time to time, the “Shared Device Key Rules”). The Shared Device Key Rules shall be deemed a part of these Compliance Rules and incorporated in these Compliance Rules by this reference.
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 or, if such Display Device is also a Repeater, Section 3.1 of these Compliance Rules.
 - 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 Display 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 outputs when the Decrypted HDCP Content is re-encrypted and transmitted using HDCP in accordance with this Agreement and the HDCP Specification.
 - 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 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.

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 compressed Decrypted HDCP Content can be exposed to unauthorized 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 Display Device or Repeater, Decrypted HDCP Content shall not be present on any user-accessible buses in analog form or in unencrypted, compressed form. Adopter is cautioned that, when it is deemed technically feasible to do so, Licensor may revise these Robustness Rules to require that uncompressed Decrypted HDCP Content will be re-encrypted or otherwise protected before it is transmitted over such buses.
 - 2.1 A “user accessible bus” means 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.
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 and 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 any 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 any 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 Display 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, the subsequent availability of new Widely Available Tools or new Specialized Tools may lead to such implementation becoming non-compliant through no act of Adopter. Therefore, (a) if new Widely Available Tools (other than Circumvention Devices) or new Specialized Tools (other than Circumvention Devices) become available, (b) if such tools had been so available at the time of design of a particular Licensed Product, such availability would have caused such product to fail to comply with these Robustness Rules, and (c) such availability, based on facts made known to Adopter, is reasonably likely to pose a substantial and imminent harm to Fellow Adopters or Eligible Content Participants or to the security of HDCP, then within eighteen (18) months after learning of the occurrence of facts and circumstances set forth in clauses a, b, and c, above, 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.

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) 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, 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.

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, whether 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 (including but not limited to through implementation of the Upstream Protocol or comparable technology).

**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.

HDCP

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.

HDCP

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.

HDCP

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?

HDCP

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.

EXHIBIT E
ADOPTER INFORMATION

Name of Adopter	
Description of Adopter's Business	
Name of Contact Person	
Contact person's Address Phone No. Fax No. E-mail address	
Location of Principal Offices	
State or Country of Incorporation	

EXHIBIT F
COMPONENT DOWNLOAD RULES

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