DTCP2 ADDENDUM

TO

THE CONTENT PARTICIPANT AGREEMENT: AUDIOVISUAL VERSION

This DTCP2 Addendum to the Content Participant Agreement: Audiovisual Version (this "Addendum") amends that certain Content Participant Agreement: Audiovisual Version ("Content Participant Agreement") entered into by and between Digital Transmission Licensing Administrator, LLC, a Delaware limited liability company ("Licensor"); and the entity that executes this Addendum below (together with its Affiliates, "Content Participant"), effective as of _____ __, 201_ (the "Addendum Effective Date").

W I T N E S S E T H:

WHEREAS, the Parties have entered into that certain Content Participant Agreement which grants Content Participant certain rights and imposes certain obligations with respect to the licensing of DTCP1 (as defined below);

WHEREAS, the Founders have developed a certain enhanced method for encryption, decryption, key exchange, authentication and renewability for purposes of protecting certain digital content from unauthorized interception and copying ("DTCP2"), which method is described in the specification entitled "5C DTCP2 Digital Transmission Content Protection" Release 1.0, as from time to time may be modified by the Founders (the "DTCP2 Specification");

WHEREAS, the Founders have licensed DTCP2 to Licensor for purposes of Licensor's further licensing DTCP2 and administering such licenses;

WHEREAS, Content Participant wishes to have the right, subject to the terms and conditions set forth herein, to use DTCP2, or to cause DTCP2 to be used, to protect its Commercial Audiovisual Content and to exercise with respect to DTCP2 the rights granted to Content Participant under the Content Participant Agreement and such additional right as may be granted to Content Participant in this Addendum;

WHEREAS, Content Participant and Founders agree that the requirements for encoding of Commercial Audiovisual Content with DTCP should be revised to better reflect current consumer needs for timeshift recording in various geographic markets, such that encoding rules that remain necessary for consumer use in Major Recorder Markets (defined below) may be relaxed in geographic markets where such consumer needs are met through means, such as set-top boxes with internal recorders or cloud DVRs, that do not rely on DTCP-protected outputs for the ability to record; and

WHEREAS, the Parties wish to extend the Content Participant Agreement to apply to DTCP2 in addition to DTCP1.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the Parties hereby agree as follows:

1.   INTERPRETATION. This Addendum is intended to extend the terms of the Content Participant Agreement as necessary to apply to DTCP2 as well as DTCP1. In the event that this Addendum does not expressly amend a term or provision that by its nature should have been amended, the Parties acknowledge and agree that, unless otherwise specified in this Addendum, the Content Participant Agreement should be interpreted consistent with the Parties intent to apply the terms of the Content Participant Agreement *mutatis mutandis* to DTCP2.   The Content Participant Agreement is hereby amended as of the Addendum Effective Date as set forth below.

2.   DEFINITIONS. The following definitions in the Content Participant Agreement are hereby amended, or, if not defined in the Content Participant Agreement, are hereby added, as follows:

2.1   "Addendum Effective Date" shall have the meaning given in the preamble to this Addendum.

2.2   "Addendum" shall have the meaning set forth in the preamble to this Addendum.

2.3   "Adopter" shall mean DTCP1 Adopter and/or DTCP2 Adopter, as applicable.

2.4   "Adopter Agreement" shall mean DTCP1 Adopter Agreement and/or DTCP2 Adopter Agreement, as applicable.

2.5   "Common Device Key" and "Common Device Certificate" shall mean, respectively (a) with respect to DTCP1 implementations, "Common Device Key" and "Common Device Certificate" as such term is defined in the Form DTCP1 Adopter Agreement and (b) with respect to DTCP2 implementations, "Common Device Key" and "Common Device Certificate" as such term is defined in the Form DTCP2 Adopter Agreement.

2.6   "Device Certificate" shall mean, with respect to DTCP1 implementations, a Device Certificate for DTCP1 and with respect to DTCP2 implementations, a Device Certificate for DTCP2, except that references to Device Certificate in Section 6.4(b) of the Content Participant Agreement shall be deemed to refer only to a Device Certificate for DTCP1.

2.7   "DTCP" shall mean DTCP1 and/or DTCP2 (as applicable), except (i) the representations given in Sections 3.6, 9.4(a)-(b) and Exhibit D shall be limited to DTCP1 and (ii) where "DTCP" is used in the title of a defined term in the DTCP1 Specification or DTCP2 Specification, or otherwise used in the title of a defined term, as context requires.

2.8   "DTCP1" shall mean "DTCP" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.9 "DTCP1 Adopter" shall mean any Founder or any other entity that has executed a DTCP1 Adopter Agreement with Licensor and delivered it to Licensor or its designee, and shall include any Affiliate of such entity.

2.10 "DTCP1 Adopter Agreement" shall mean "Adopter Agreement" as defined in the Content Participant Agreement immediately prior to the Addendum Affective Date.

2.11 "DTCP1 Effective Adopter Agreements" shall mean "Effective Adopter Agreements" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.12 "DTCP1 Operative Protection Agreements" shall mean "Operative Protection Agreements" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.13 "DTCP1 Specification" shall mean the "Specification" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.14 "DTCP2" shall have the meaning given in the recitals to this Addendum.

2.15 "DTCP2 Adopter" shall mean any Founder or any other entity that has executed a DTCP2 Adopter Agreement with Licensor and delivered it to Licensor or its designee, and shall include any Affiliate of such entity.

2.16 "DTCP2 Adopter Agreement" shall mean any DTCP2 Digital Transmission Protection License Agreement entered into by Licensor and any DTCP2 Adopter.

2.17 "DTCP2 Effective Adopter Agreements" shall have the meaning given in Section 3.5 of this Addendum.

2.18 "DTCP2 Operative Protection Agreements" shall have the meaning given in Section 3.5 of this Addendum.

2.19 "DTCP2 Specification" shall have the meaning given in the recitals to this Addendum.

2.20 "Effective Adopter Agreements" shall mean DTCP1 Effective Adopter Agreements and/or DTCP2 Effective Adopter Agreements, as applicable.

2.21 "Form Adopter Agreement" shall mean, (a) with respect to the licensing of DTCP1, the Form DTCP1 Adopter Agreement and (b) with respect to license of DTCP2, the version of the Form DTCP2 Adopter Agreement.

2.22 "Form DTCP1 Adopter Agreement" shall mean the "Form Adopter Agreement" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.23 "Form DTCP2 Adopter Agreement" shall mean the version of the form DTCP2 Digital Transmission Protection License Agreement that is appended as Exhibit A to this Addendum.

2.24 "Licensed Products" shall mean, (a) in the case of DTCP1 implementations, "Licensed Products" as defined in the Form DTCP1 Adopter Agreement and (b) in the case of DTCP2 implementations, "Licensed Products" as defined in the Form DTCP2 Adopter Agreement.

2.25 "Necessary Claims" shall mean Necessary DTCP1 Claims and Necessary DTCP2 Claims, except that with respect to claims against any Adopter or an Affiliate thereof, references to Necessary Claims shall mean (a) with respect to claims against DTCP1 Adopters and Affiliates thereof, Necessary DTCP1 Necessary Claims and (b) with respect to claims against DTCP2 Adopters, Necessary DTCP2 Necessary Claims.

2.26 "Necessary DTCP1 Claims" shall mean "Necessary Claims" as defined in the Content Participant Agreement immediately prior to the Addendum Effective Date.

2.27 "Necessary DTCP2 Claims" shall mean claims of a patent or patent application relating to the DTCP2 Interface that must be infringed in order to make a product that complies with the Interface, which are owned or controlled by Licensor, any Founder, any DTCP2 Adopter, Content Participant, any Fellow Content Participant or any of their respective Affiliates. "Necessary DTCP2 Claims" do not include any claims relating to semiconductor manufacturing technology; claims relating to aspects of any technology, standard or product that is not itself part of the DTCP2 Specification (including, by way of example, AACS, CSS, MPEG, and analog copy protection systems) even though such technology, standard or product may otherwise be mentioned or required by the DTCP2 Specification or Compliance Rules; claims with regard to which it would be possible to build a product in compliance with the DTCP2 Interface in the DTCP2 Specification without infringing such claim (even if in the same patent as Necessary DTCP2 Claims); or claims which, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties. For purposes of this definition, "DTCP2 Interface" shall mean the protocols (including cryptographic algorithms), packet formats and data structures disclosed in the DTCP2 Specification.

2.28 "Operative Protection Agreements" shall mean DTCP1 Operative Protection Agreements and/or DTCP2 Operative Protection Agreements, as applicable.

2.29 "Revocation Criteria" shall mean, with respect to the revocation of a Device Certificate for DTCP1 implementations, the DTCP1 Revocation Criteria, and, with

respect to the revocation of a Device Certificate or Implementation ID for DTCP2 implementations, the DTCP2 Revocation Criteria.

2.30 "Specification" shall mean, (a) with respect to DTCP1 implementations, the DTCP1 Specification, (b) with respect to DTCP2 implementations, the DTCP2 Specification, (c) with respect to DTCP1 and DTCP2 implementations, the DTCP1 Specification and DTCP2 Specification and (d) where the context does not implicate a particular implementation, the DTCP1 Specification or DTCP2 Specification, as applicable.

2.31 "Undefined Business Model" shall mean any business model for the delivery or transmission of such Commercial Audiovisual Content that Content Participant believes does not fall within the definitions of any Defined Business Model.

Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Content Participant Agreement or, if not defined in the Content Participant Agreement, in the Form DTCP2 Adopter Agreement, including: DTCP2 Device Certificate, DTCP2 Device Keys, Constructive Revocation Determination, Implementation ID, Enhanced Image, Enhanced Image Token, Commercial Entertainment Content, High Dynamic Range, Standard Dynamic Range, and HD Audiovisual Works.

3.   CHANGES TO SECTION 3 (ADDITIONAL RIGHTS GRANTED TO CONTENT PARTICIPANT).

3.1   Content Participants' rights with respect to Revocation, third-party beneficiary rights and enforcement actions under Sections 3.3, 3.4 and 3.5 of the Content Participant Agreement shall apply with respect to DTCP1 if Content Participant is an Eligible AV Content Participant with respect to DTCP1, and with respect to DTCP2, if Content Participant is an Eligible AV Content Participant with respect to DTCP2.

3.2   Notwithstanding the definition of Eligible AV Content Participant or anything to the contrary in the Content Participant Agreement, Content Participant shall not be deemed an Eligible AV Content Participant (a) with respect to DTCP1 (including the DTCP1 Adopter Agreement, DTCP1 implementations, rights to revoke DTCP1 Device Certificates and rights to bring third-party beneficiary actions under the DTCP1 Adopter Agreement) if it does not cause or permit distribution or transmission of its Commercial Audiovisual Content, as provided in Section 3.2(a) of the Content Participant Agreement, in a form that uses a channel protected by DTCP1; and (b) with respect to DTCP2 (including the DTCP2 Adopter Agreement, DTCP2 implementations, rights to revoke DTCP2 Device Certificates and rights to bring third-party beneficiary actions under the DTCP2 Adopter Agreement) if it does not cause or permit distribution or transmission of its Commercial Audiovisual Content in Enhanced Image format ("Enhanced Image Content"), as provided in Section 3.2(a) of the Content Participant Agreement, in a form that, in the course of a transmission up to and including the display or other performance of such Enhanced Image Content, uses a channel protected by DTCP2.

3.3   Licensor represents that, as of the Addendum Effective Date, the following documents are the only documents establishing the rights and obligations of DTCP2 Adopters with respect to DTCP2:

- DTCP2 Adopter Agreements, including their attachments and documents incorporated therein by reference, including the "Procedural Appendix", "Confidentiality Agreement", Compliance Rules and "Activation Notice"
- The DTCP2 Specification
- Other interpretive and clarifying documents relating to the licensing of DTCP2 posted on the website of Licensor as of the Effective Date, if any
- Non-Disclosure Agreements
- The Content Participant Agreements and this Addendum (with respect to such third-party beneficiary rights as are granted DTCP2 Adopters thereunder)

3.4   Licensor further represents that all DTCP2 Adopter Agreements entered into after the Addendum Effective Date shall be substantially in the form of the Form DTCP2 Adopter Agreement, provided, however, that such Form DTCP2 Adopter Agreement may be amended from time to time in accordance with Section 3.7 of the Content Participant Agreement.

3.5   Licensor further represents that (i) the DTCP2 Adopter Agreements in effect as of the Addendum Effective Date (the "DTCP2 Effective Adopter Agreements"), together with all other documents described in Section 3.3 of this Addendum in effect as of the Addendum Effective Date (collectively, the "DTCP2 Operative Protection Agreements"), are consistent in all material respects affecting the integrity or security of DTCP2, or the operation of DTCP2 with respect to protecting Commercial Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights (including, for avoidance of doubt, third-party beneficiary rights) of Content Participant with respect to DTCP2, with the Form DTCP2 Adopter Agreement; and (ii) there are no oral or written amendments or understandings with any DTCP2 Adopter varying or modifying such DTCP2 Effective Adopter Agreements or other DTCP2 Operative Protection Agreements, other than the DTCP2 Operative Protection Agreements with respect to such integrity, security or operation. Content Participant may review the DTCP2 Operative Protection Agreements upon reasonable notice to Licensor, provided, however, that Content Participant may only review the DTCP2 Specification if it has entered into a non-disclosure agreement with Licensor that protects the DTCP2 Specification as Licensor's highly confidential information.

4.   CHANGES TO SECTION 5 (ENCODING RULES).

4.1   Section 5.1 of the Content Participant Agreement is hereby amended by—

i.   Inserting after the heading of Section 5.1 the following:

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"The following rules apply with respect to the encoding of Commercial Audiovisual Content that is distributed or transmitted via either Defined Business Models or Undefined Business Models that are Comparable to such Defined Business Models, in either case only as distributed or transmitted in Japan, any member state of the European Union, the United Kingdom, Australia, or New Zealand (each a "Major Recorder Market")."; and,

ii. Deleting in subsection (a)(ii) the word "foregoing" and replacing it with "foregoing, except that if government or quasi-government regulations or rules allow further copy restriction, such rules may apply".

iii. Replacing subsection (h) with the following:

(h) Where it is not clear whether a transmission and/or delivery of Commercial Audiovisual Content owned or licensed by Content Participant is (1) Conditional Access Delivery, (2) falls within one of the Defined Business Models, or (3) is an Undefined Business Model that is Comparable to any Defined Business Model as stated in the applicable subsections of this Section 5.1(a), Content Participant and Licensor shall cooperate in good faith to determine the appropriate Encoding Rules that should apply to such transmission and/or delivery so as to apply the intention and spirit of the Encoding Rules thereto.

4.2 Section 5.2 of the Content Participant Agreement is hereby amended by deleting current Section 5.2 and by renumbering current Sections 5.3 and 5.4 as Sections 5.2 and 5.3, respectively.

4.3 Section 5.2 as renumbered is hereby replaced with the following:

"5.2 Protection Against Internet Retransmission of Content for Which Copy Control is Not Asserted. Content Participant may encode, or direct to be encoded, using EPN, any service, Program, or schedule or group of Programs, delivered or transmitted in the form of Other EPN Eligible Broadcast Television."

4.4 Section 5 of the Content Participant Agreement is hereby amended by inserting after renumbered Section 5.3 the following new Section 5.4:

"5.4 Parity Rules for DTCP; Certain Settings for DTCP2

"(a) Content Participant may not encode, or cause to be encoded, using DTCP, Commercial Audiovisual Content so as to prevent or limit copying or retransmission thereof in Licensed Products in a manner that is more restrictive in circumstances than Content Participants permits for a link content protection technology comparable to DTCP, as the case may be, for a means of distribution of particular Commercial Audiovisual Content.

"(b) For purposes of this Section 5.4(b), the phrase "to encode, or direct to be encoded, using DTCP2" means to cause or direct the inclusion of particular copy control

information in the Content Usage Indicators, or in such other location so as to cause DTCP2 (including, for avoidance of doubt, EPN and the Image Constraint Token) to be used to protect the Commercial Audiovisual Content carried in such data stream:

"(1)   Content Participant may not encode, or direct to be encoded, using DTCP2, Commercial Audiovisual Content so as to assert the HDR Token for an Enhanced Image with High Dynamic Range, except where Content Participant concurrently makes available an option to view or record such Commercial Audiovisual Content either as an Enhanced Image with Standard Dynamic Range or as an HD Audiovisual Work.

"(2)   Content Participant may not encode, or direct to be encoded, using DTCP2, Commercial Audiovisual Content so as to assert the Enhanced Image Token for Commercial Audiovisual Content that is not an Enhanced Image.

"(3)   Content Participant may not encode, or direct to be encoded, using DTCP2, Commercial Audiovisual Content so as to assert the L2 Only Token where one or more other content protection technologies are capable of being applied to such Commercial Audiovisual Content received concurrently over the same distribution channel, if less stringent protection over such content is asserted using any such other content protection technology."

5.   CHANGES TO SECTION 6 (REVOCATION).

        5.1   Section 6.4(a)(ii) is hereby amended by adding a new sentence at the end of that section that reads: "Notwithstanding the foregoing, if an Adopter commits to remedy its noncompliance under the DTCP2 Revocation Criteria in Section 6.4(c)(iv)(a) or 6.4(c)(iv)(b), Licensor is not obligated to provide Content Participant the relevant Revocation Information until the expiration of the period specified in Section 5.2.5 or 5.2.8, respectively, of the Form DTCP2 Adopter Agreement.

        5.2   Section 6.4(a)(viii) of the Content Participant Agreement is hereby amended by replacing the second sentence of that section with "Except as otherwise stated in this Section 6.4(a), if, pursuant to this Section 6.4(a), Revocation is warranted with respect to the DTCP1 Revocation Criteria, or with respect to the DTCP2 Revocation Criteria set forth in Sections 6.4(c)(i) or 6.4(c)(ii), or if Licensor has determined, in accordance with Section 5.2.6 of the Form DTCP2 Adopter Agreement, that Revocation is warranted with respect to DTCP2 Revocation Criteria set forth in Sections 6.4(c)(iii) or 6.4(c)(iv), Licensor shall, promptly after it receives or makes such decision, deliver or cause to be delivered to Content Participant the relevant Revocation Information.

        5.3   Section 6.4(b) of the Content Participant Agreement shall apply solely with respect Revocation of DTCP1 Device Certificates. Section 6.4(b) is hereby amended by inserting "DTCP1" immediately before "Revocation Criteria" such that what was previously the defined term "Revocation Criteria" is "DTCP1 Revocation Criteria".

5.4 Section 6.4 of the Content Participant Agreement is hereby amended by adding a new Section 6.4(c) as follows:

"(c) In the event that Content Participant seeks Revocation (unilaterally or with one or more Fellow AV Content Participants) with respect to a DTCP2 Device Certificate or Implementation ID in accordance with Section 6.4(a), one or more of the objective Revocation criteria set out below in this Section 6.4(c) (the "DTCP2 Revocation Criteria") must be satisfied.

(i) (a) a DTCP2 Device Key and corresponding DTCP2 Device Certificate (other than a DTCP2 Common Device Key and DTCP2 Common Device Certificate) have been cloned such that the same DTCP2 Device Key and corresponding DTCP2 Device Certificate are found in more than one device or product or (b) a DTCP2 Common Device Key and corresponding DTCP2 Common Device Certificate are found in any product or component that is not manufactured by a DTCP2 Adopter or is not authorized by the DTCP2 Adopter that ordered such DTCP2 Common Device Key;

(ii) a DTCP2 Device Key and corresponding DTCP2 Device Certificate have been lost, stolen, intercepted or otherwise misdirected, or made public or disclosed in violation of a DTCP2 Adopter Agreement;

(iii) a DTCP2 Device Key with a corresponding DTCP2 Device Certificate or Implementation ID is used in a non-Compliant product purported to be a Licensed Product that was not produced by or on behalf of a DTCP2 Adopter; or

(iv) a DTCP2 Device Key with a corresponding DTCP2 Device Certificate or Implementation ID is used in a product purported to be a Licensed Product, in each case that is materially not Compliant and is made or distributed by a DTCP2 Adopter, and—

(a) such DTCP2 Adopter has voluntarily committed to remedy such noncompliance through a renewability method (such as by Update) following a Constructive Revocation Determination or a determination by an arbitrator that such product is materially not Compliant;

(b) such material noncompliance is causing, or is likely to cause, a material and adverse effect on the integrity or security of DTCP2, or the operation of DTCP2 with respect to protecting Commercial Audiovisual Content from any output, transmission, interception or copying, in each case that is unauthorized, where such material and adverse effect results in or is likely to result in commercially significant harm to Content Participants; or,

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(c) such product has been designed deliberately to allow unauthorized unprotected output or unauthorized copying of Decrypted DT Data. For purposes of this criterion, public promotion by, or on behalf of, or in collaboration with DTCP2 Adopter of noncompliant output or noncompliant copying features, such as in advertising, use instructions, or on websites, shall be deemed deliberate."

6.   AUDIT INFORMATION. In the event that DTLA conducts an audit of a DTCP2 Adopter's books and records relating to DTCP2 Device Certificates pursuant to Section 7.5.4 of the Form DTCP2 Adopter Agreement, DTLA shall report to Content Provider on the results of such audit. Such reported audit results shall be used by Content Participant only for purposes of enforcing such DTCP2 Adopter's obligations under its DTCP2 Adopter Agreement.

7.   CHANGES TO SECTION 11.2. The third-party-beneficiary rights conveyed to DTCP1 Adopters under Section 11.2 shall apply with respect to breaches of Section 5 applicable to encoding, or directing to be encoded, using DTCP1. Content Participant hereby confers a third-party beneficiary right upon each DTCP2 Adopter that designs or manufactures DTCP2 Licensed Products such that the third-party beneficiary rights and conditions relating thereto conferred to DTCP 1 Adopters under Section 11.2 shall also apply *mutatis mutandis* for the benefit of DTCP2 Adopters with respect to breaches of Section 5 applicable to encoding or directing to be encoding, using DTCP2.

8.   CHANGES TO EXHIBIT A. Exhibit A is hereby amended such that Licensor's obligation in Section 2 of Exhibit A to provide all Adopters (in the case of an Adopter Beneficiary Claim) with notice of its receipt of a Claim Notice, and all further references to "Adopters" in the remainder of such Section 2 of Exhibit A, shall be deemed to mean either DTCP1 Adopters with respect to an Adopter Beneficiary Claim initiated or instituted under a DTCP1 Adopter Agreement or DTCP2 Adopters with respect to an Adopter Beneficiary Claim initiated or instituted under a DTCP2 Adopter Agreement.

9.   CHANGE TO EXHIBIT B. The Administration Fee set forth on Exhibit B is hereby amended to be $20,000. Within 30 days of the Addendum Effective Date, Content Participant shall pay to Licensor an amount equal to the difference between the amended Administration Fee and the amount previously paid by Content Participant for the current contract year, pro-rated to cover the percentage of the current contract year remaining.

10.   NEW EXHIBIT I. The Form DTCP2 Adopter Agreement attached to this Addendum as Exhibit A is hereby incorporated by this reference into a new Exhibit I of the Content Participant Agreement.

11.   REPRESENTATION. Content Participant represents that as of the Addendum Effective Date it is causing or permitting distribution or transmission, or that it intends to cause or permit distribution or transmission of, Enhanced Image Content with the expectation

that such Enhanced Image Content will be transmitted or received by Licensed Products (as defined in the Form DTCP2 Adopter Agreement.

12.   INTEGRATION OF SECTION 12 (MISCELLANEOUS). All terms in Section 12 shall apply to this Addendum to the same extent as to the Content Participant Agreement. Except as amended hereby, the Content Participant Agreement remains in full force and effect in accordance with its original terms.

        IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Addendum Effective Date.

Digital Transmission Licensing   **[Content Participant]:**
Administrator, LLC:

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

EXHIBIT A

Form DTCP2 Adopter Agreement