NON-ASSERTION ADDENDUM

TO

DTCP DIGITAL TRANSMISSION PROTECTION LICENSE AGREEMENT

This Addendum to the DTCP Digital Transmission Protection License Agreement (this "Addendum") amends that DTCP Digital Transmission Protection License Agreement (the "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, "Adopter"), effective as of _____ __, 201_ (the "Addendum Effective Date").

W I T N E S S E T H:

WHEREAS, the Parties have entered into the Agreement pursuant to which Adopter obtains certain license rights with respect to the implementation of DTCP;

WHEREAS, under Section 5.3 and 5.4 of the Agreement, Adopter has agreed not to assert its Necessary Claims against Fellow Adopters with respect to their compliant implementations of DTCP under their respective DTCP1 Adopter Agreements and Adopter receives the benefit of reciprocal covenants made by Fellow Adopters not to assert Necessary Claims against Adopter with respect to such implementations that comply with the Agreement;

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 "Digital Transmission Content Protection 2 (DTCP2) Specification" Revision 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 to DTCP2 Adopters (defined below) under the DTCP2 Adopter Agreement (defined below);

WHEREAS, Adopter wishes to extend its covenant not to assert Necessary Claims so as to apply it for the benefit of DTCP2 Adopters and to receive the benefit of reciprocal covenants from DTCP2 Adopters;

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

1.   DEFINITIONS. For purposes of this Addendum, the following capitalized terms shall have the respective meanings given below:

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

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

1.3   "DTCP1 Adopter Agreement" shall mean Adopter Agreement (as defined in the Agreement).

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

1.5   "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.

1.6   "DTCP2 Content Participant" means a Content Participant that has entered into a "DTCP2 Addendum to the Content Participant Agreement: Audiovisual Version" with Licensor.

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

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

1.9   "Form DTCP2 Adopter Agreement" shall mean the version of the form DTCP2 Adopter Agreement that is appended as Exhibit A to this Addendum.

1.10   "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 DTCP2 Interface, which are owned or controlled by Licensor, any Founder, any DTCP2 Adopter, any 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 the "Compliance Rules" of the DTCP2 Adopter Agreement; 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.

Except as otherwise expressly provided herein, capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Adopter Agreement or, if not defined in the Adopter Agreement, in the Form DTCP2 Adopter Agreement.

Non-Assertion Addendum to DTCP Digital Transmission Protection License Agreement, (May 2018)

2.   RECIPROCAL NON-ASSERTION AGREEMENT RE: DTCP2.

    2.1   **Reciprocal Non-Assertion Re: DTCP2 Adopters**.   Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against Licensor or against DTCP2 Adopters and Affiliates thereof any claim of infringement under its or their respective Necessary Claims, as well as under any trade secrets or copyrights embodied in the Specification for (a) with respect to DTCP2 Adopters and their respective Affiliates, the making, having made, use, import, offering to sell and sale of products that fall within the definition of "Licensed Products" or "Licensed Components" under the DTCP2 Adopter Agreement and (b) with respect to the Founders and Licensor, the use and licensing of DTCP2; provided that in each case such promise shall not extend to features of a product that are not required to comply with the DTCP2 Specification or for which there exists a noninfringing alternative, and further does not extend to any person or entity that is asserting, or whose Affiliate is asserting, in violation of the DTCP2 Adopter Agreement, a patent claim that falls within the definition of "Necessary DTCP2 Claims" against Adopter if Adopter (x) is not willfully in material breach of its obligations under the Compliance Rules or Confidentiality Agreement, or (y) is not otherwise in material breach of the Compliance Rules or Confidentiality Agreement, which breach has not been cured or is not capable of cure within thirty (30) days of Adopter's receipt of notice thereof.

    2.2   **Reciprocal Non-Assertion Re: Content Participants**. Adopter, on behalf of itself and its Affiliates, promises not to assert or maintain against DTCP2 Content Participants and Affiliates thereof any claim of infringement under its or their respective Necessary Claims, as well as under any trade secrets or copyrights embodied in the Specification for DTCP2 Content Participants' using or causing the use of DTCP2 to protect Commercial Entertainment Content in compliance with their Content Participant Agreements; provided that each such promise shall not extend to features of a product which are not required to comply with the Specification or for which there exists a noninfringing alternative, and further does not extend to any person or entity which is asserting, or whose Affiliate is asserting, Necessary Claims against Adopter if Adopter (x) is not willfully in material breach of its obligations under the Compliance Rules or Confidentiality Agreement, or (y) is not otherwise in material breach of the Compliance Rules or Confidentiality Agreement, which breach has not been cured or is not capable of cure within thirty (30) days of Adopter's receipt of notice thereof.

3.   INTEGRATION OF SECTION 11 (MISCELLANEOUS). All terms in Section 11 of the Adopter Agreement shall apply to this Addendum. Except as amended hereby, the Adopter Agreement remains in full force and effect in accordance with its terms.

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

Digital Transmission Licensing Administrator, LLC:

[Adopter]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

[Form DTCP2 Adopter Agreement]