DTCP CVP-2 CERTIFICATE ADDENDUM TO ADOPTER AGREEMENT

Digital Transmission Licensing Administrator, LLC, a Delaware limited liability company ("DTLA"), and "Adopter" named on the signature page hereof, hereby enter into this ADDENDUM ("CVP-2 Addendum") to the DIGITAL TRANSMISSION PROTECTION LICENSE AGREEMENT entered into between DTLA and Adopter (the "Adopter Agreement") and state as follows:

Whereas, Adopter and DTLA have entered or are entering into an Adopter Agreement prior to or as of the Effective Date hereof;

Whereas, Adopter wishes to obtain from DTLA, for inclusion in certain of Adopter's Licensed Products and/or Licensed Components, "DTCP CVP-2 Device Certificates" and "DTCP CVP-2 Device Keys" as defined below;

Now, therefore, DTLA and Adopter agree to this CVP-2 Addendum as follows:

1. Relation to Adopter Agreement:

1.1 This CVP-2 Addendum supplements the terms of the Adopter Agreement.

1.2 All terms of the Adopter Agreement applicable to Device Certificates and Device Keys, including but not limited to Sections 2, 4, 5, 8, and 9 of the Adopter Agreement, the Procedural Appendix, Exhibit A (Confidentiality Agreement) and the Compliance Rules including the Robustness Rules, shall apply to the DTCP CVP-2 Device Certificates and DTCP CVP-2 Device Keys made available to Adopter pursuant to this CVP-2 Addendum.#
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1.3 Capitalized terms used in this CVP-2 Addendum and not otherwise defined herein shall have the meaning given in the Adopter Agreement.

1.4 References in this CVP-2 Addendum to "the Specification" shall be read to include the DTLA CVP-2 Specification. References in Section 9 of the Adopter Agreement to "the Specification" shall be read to include the DTLA CVP-2 Specification. Further, for purposes of interpreting the terms and conditions of this CVP-2 Addendum only, references to the "Specification" in terms defined in the Adopter Agreement shall be deemed to include the DTLA CVP-2 Specification.

1.5　　The term "Proprietary Information" in the Adopter Agreement is hereby amended to include any and all information relating to the DTLA CVP-2 Specification made available to Adopter directly by DTLA or its designees or representatives or by any Fellow Addendum Adopter.

1.6　　Section 3.3 of the Adopter Agreement shall apply to changes to the DTLA CVP-2 Specification, provided however, that the obligation to comply with changes to the DTLA CVP-2 Specification shall apply only with respect to products that incorporate a DTCP CVP-2 Device Key or DTCP CVP-2 Device Certificate.

2.　　<u>Definitions</u>.

"**Common CVP-2 Device Key**" and "**Common CVP-2 Device Certificate**" mean a common DTCP CVP-2 Device Key and common DTCP CVP-2 Device Certificate, respectively, as contemplated in Appendix A.

"**CVP2 Client**" shall have the same meaning as in the DLNA CVP-2 Guidelines.

"**CVP-2 Service Provider**" means any entity that has executed a "DTLA CVP-2 Service Provider License Agreement" and delivered it to DTLA or its designee.

"**CVP-2 Test Server Adopter**" means any entity that has executed a "DTLA Authentication Test Server License Agreement" and delivered it to DTLA or its designee.

"**DLNA CVP-2 Guidelines**" means the guidelines published by DLNA pertinent to a CVP-2 Client in the documents entitled "DLNA Guidelines Part 5: Device Profiles" dated March, 2014 and the referenced "DLNA Guidelines Part 7: Authentication" dated March, 2014, as may be amended by DLNA from time to time.

"**DLNA CVP-2 Reference Server**" means a test server that has been certified by DLNA as a reference server under the DLNA CVP-2 Guidelines for the purpose of testing the CVP-2 authentication function of a DLNA CVP-2 client.

"**DTCP CVP-2 Device Certificate**" means a Device Certificate with the CVP-2 bit set as set forth in the DTLA CVP-2 Specification. For the avoidance of doubt, unless otherwise specified, references to a DTCP CVP-2 Device Certificate include a Common CVP-2 Device Certificate.

"**DTCP CVP-2 Device Key**" means a Device Key that is the Private Device Key and the Public Device Key associated with the DTCP CVP-2 Device Certificate. For the avoidance of doubt, unless otherwise specified, references to a DTCP CVP-2 Device Key include a Common CVP-2 Device Key.

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"**DTLA CVP-2 Specification**" means the document published by DTLA entitled DTLA CVP-2 Volume 1 and DTLA CVP-2 Volume 2 Specification as may be amended by DTLA from time to time pursuant to Section 3.3 of the Adopter Agreement.

"**Fellow Addendum Adopter**" means a Fellow Adopter that has executed an addendum to its Adopter Agreement substantially in the form of this CVP-2 Addendum, for so long as such addendum remains in force.

3.   Adopter Acknowledgement of Eligibility Criteria

By its signature below, Adopter understands and agrees that it may enter into this CVP-2 Addendum and is entitled to the rights and benefits provided under this CVP-2 Addendum only if and for so long as it is a DLNA member in good standing that is permitted to build products compliant with the DLNA CVP-2 Guidelines.

4.   Ordering and Use of DTCP CVP-2 Device Certificate and Device Key; Use of DLNA CVP-2 Reference Server

4.1   On or after the Addendum Effective Date and DTLA's receipt of any Annual Administration Fees payable under the Adopter Agreement but not already paid, DTLA shall cause the DTLA CVP-2 Specification to be distributed to Adopter.

4.2   Upon and after the Addendum Effective Date, and for so long as this CVP-2 Addendum remains in force, Adopter shall be permitted to order DTCP CVP-2 Device Certificates and DTCP CVP-2 Device Keys from DTLA, and DTLA shall make such DTCP CVP-2 Device Certificates and DTCP CVP-2 Device Keys available to Adopter, in accordance with the procedures set forth in the Procedural Appendix and Appendix A hereto.

4.3   Adopter shall not use a DTCP CVP-2 Device Certificate or DTCP CVP-2 Device Key except in a product that is—

(a) a Licensed Product and has been certified by DLNA as compliant with Part 5: Device Profiles of DLNA Guidelines March 2014;
(b) a product solely submitted to DLNA for certification;
(c) a pre-production model of a product solely being tested by Adopter prior to, and intended for, submission to DLNA for certification;
(d) a Licensed Product that is not capable of using a DTCP CVP-2 Device Certificate or DTCP CVP-2 Device Key to perform CVP-2 Authentication in accordance with the DLNA CVP-2 Guidelines; or,
(e) a Licensed Component that is being provided to a Fellow Addendum Adopter for incorporation into a product described in paragraph (a), (b), or (c) of this Section 4.3.

4.4   Notwithstanding the terms of Section 6 of the Adopter Agreement—

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(a) Adopter shall not distribute any Licensed Product that uses a DTCP CVP-2 Device Certificate or DTCP CVP-2 Device Key to perform CVP-2 Authentication in accordance with the DLNA CVP-2 Guidelines except if such Licensed Product has been certified by DLNA as compliant with the DLNA Guidelines for Commercial Video Profile-2.

(b) Licensed Components (Schedule 1) and Licensed Components (Schedule 2) that use a DTCP CVP-2 Device Certificate or DTCP CVP-2 Device Key may only be distributed by Adopter to its Have Made Party and/or a Fellow Addendum Adopter.

4.5   Adopter may acquire for its own use and may use a DLNA CVP-2 Reference Server subject to the following conditions:

(a) Adopter shall use such DLNA CVP-2 Reference Server only for the purposes of development and testing of CVP-2 Client devices that Adopter has a bona fide intention to submit for certification testing by DLNA or a DLNA-authorized test facility; and,

(b) Adopter shall not transfer title or possession of such DLNA CVP-2 Reference Server, without prior express written permission from DTLA, to any person other than a Fellow Addendum Adopter, a CVP-2 Service Provider, a CVP-2 Test Server Adopter, DLNA, or DTLA.

5.   Term/Termination.

5.1   Term. This CVP-2 Addendum is effective as of the Addendum Effective Date (defined below), and shall remain in force so long as the Adopter Agreement remains in force.   Notwithstanding the foregoing, this CVP-2 Addendum (a) shall terminate automatically if Adopter no longer fulfills the condition in section 3 of this CVP-2 Addendum; and (b) may be terminated under the terms set forth in this Section 5.

5.2   Breach. A breach of this CVP-2 Addendum shall be a breach of the Adopter Agreement and is subject to the provisions of Sections 8 of the Adopter Agreement.

5.3   Effect of Termination. Without limiting Section 8.2 of the Adopter Agreement, upon termination or expiration of this CVP-2 Addendum, Adopter shall immediately cease use of the DTLA CVP-2 Specification and all DTCP CVP-2 Device Certificates and Device Keys. Within thirty (30) days after termination or expiration of this Agreement, Adopter shall, as directed by DTLA, either (a) return such DTLA CVP-2 Specification, DTCP CVP-2 Device Certificates and DTCP CVP-2 Device Keys to DTLA, or (b) destroy all copies of the DTLA CVP-2 Specification and all such DTCP CVP-2 Device Certificates and DTCP CVP-2 Device Keys in its possession, retaining no copies thereof, and certify such destruction in writing to DTLA.

6. <u>Effective Date</u>. This CVP-2 Addendum shall become effective as of the date it has been countersigned by DTLA (the "Addendum Effective Date").

This CVP-2 Addendum may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by electronic or facsimile transmissions.

Digital Transmission Licensing Administrator, LLC:

Adopter:_____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

Fee Schedule

1. **Unique Device Certificates**

An Adopter in the category of Adopter-Small or Adopter-Large may order DTCP CVP-2 Device Keys and DTCP CVP-2 Device Certificates as unique certificates (i.e., a different certificate for each device).

CATEGORY	Per Unique Certificate Fee (Unique Certificate Per Device)
Small Adopter	.06
Large Adopter	.05

Shipping and Handling - $200.00 / order

For the avoidance of doubt, the procedures applicable to unique Device Certificates and Device Keys set forth in sections 1 through 4 of the Procedural Appendix shall also apply to the DTCP CVP-2 Device Keys and DTCP CVP-2 Device Certificates.

2. **Common Device Certificates**

An Adopter in the category of Adopter-Large may order Common CVP-2 Device Keys and Common CVP-2 Device Certificates, in Unit Options or Blanket Options.

Per Certificate Fee **Common Certificates**
Unit Options
Up to a maximum of 4 keys/total 20,000 units or copies -- $1,000
Up to 100,000 units or copies -- $2,000
Up to 1,000,000 units or copies -- $10,000
Up to 10,000,000 units or copies -- $25,000
Up to 30,000,000 units or copies -- $50,000
Blanket Option
Up to a maximum of 5 Common CVP-2 Device Keys and Common CVP-2 Device Certificates -- $100,000

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| Additional Common CVP-2 Device Keys and        |
| Common CVP-2 Device Certificates -- $1,000     |
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Shipping and Handling - $200.00 / order

For the avoidance of doubt, the provisions and procedures applicable to Common Device Certificates and Common Device Keys set forth in section B(ii)(a)-(c) of the Procedural Appendix and sections 1 through 4 of the Procedural Appendix shall also apply to the DTCP CVP-2 Device Keys and DTCP CVP-2 Device Certificates.