

CMLA-DECE Addendum To CMLA Client Adopter Agreement

Version: 1.00

Date: 2011-10-21

RECITALS

WHEREAS Client Adopter wishes to offer a DRM Client for use by DECE licensees using the CMLA trust model; and

WHEREAS CMLA is willing to grant such rights subject to the Client Adopter's CMLA Client Adopter Agreement and the additional rights and obligations contained in this CMLA DECE DRM Client Addendum to CMLA Client Adopter Agreement,

WHEREAS, CMLA, Founders and Client Adopter hereby agree that for the DRM Client Products developed and distributed by Client Adopter, this DECE Addendum to CMLA Client Adopter Agreement shall modify and as modified supersede Client Adopter's CMLA Client Adopter Agreement for offering DRM Clients for use by DECE licensees. For the purposes of clarity Client Adopter is required to meet the provisions of its CMLA Client Adopter Agreement notwithstanding the election of this DECE Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this CMLA-DECE Addendum, the Parties agree as follows:

A. SECTION 1 DEFINITIONS

1. The following clauses in Section 1 Definitions are amended as follows:

Clause 1.14 “Compliance Rules” shall be deleted in its entirety and replaced with the following:

“Compliance Rules” means the requirements set out in Exhibit A as modified by this CMLA-DECE Addendum.

Clause 1.15 “Compliant” shall be deleted in its entirety and replaced with the following:

“Compliant” means the following, as applicable,

1. For a Participating Product Implementation or a Licensed Product, that which (a) implements the mandatory portions of the CMLA Technical Specification, (b) complies with the applicable Compliance Rules set forth in Exhibit A to the Client Adopter Agreement; and, (c) complies with the applicable Robustness Rules set forth in Exhibit B to the Client Adopter Agreement. A Participating Product Implementation must, in addition to the foregoing requirements, implement the mandatory portions of the OMA Specifications.

2. For a Participating Rights Issuer Implementation or a Licensed Service, that which (a) implements the mandatory portions of the CMLA Technical Specification; (b) complies with the applicable Compliance Rules set forth in Exhibit A to the Service Provider Agreement; and, (c) complies with the applicable Robustness Rules, set forth in Exhibit B, to the Service Provider Agreement. A Participating Rights Issuer Implementation must, in addition to the foregoing requirements, implement the mandatory portions of the OMA Specifications.

3. For a Participating DSP Rights Issuer Implementation or a DSP Licensed Service, that which complies with (a) (2) above; (b) the CMLA DECE Implementation Section of the CMLA Technical Specifications, (c) the applicable Compliance Rules set forth in CMLA Service Provider Agreement as amended by the CMLA-DECE Addendum; and (d) the applicable Robustness Rules set forth in the CMLA Service Provider Agreement as amended by the CMLA-DECE Addendum;

4. For a Participating DRM Client Implementation, DRM Client Licensed Product or Robust DRM Product Implementation, that which complies with (a) (1) above; (b) the CMLA DECE Implementation Section of the CMLA Technical Specifications; (c) the applicable Compliance Rules set forth in the CMLA Client Adopter Agreement as modified by the CMLA-DECE Addendum; and, (d) the applicable Robustness Rules set forth in the CMLA Client Adopter Agreement as modified by the CMLA-DECE Addendum.

Clause 1.29 shall be deleted in its entirety and replaced with the following:

“Field Update” means the installation of software code via secure authorized download either from an authorized website or through another authorized on-line (or, over-the-air) distribution method or of a component or software code at an authorized field office into (i) a Licensed Product, Licensed Component, DRM Client Licensed Product, DRM Client Licensed Component, Robust DRM Product Implementation, Participating DRM Client Implementation or a Participating Product Implementation, or (ii) a non-Compliant implementation where such installation or download is required to cure a breach, including when necessary, a new Device Private Key that is contained in software code that replaces existing software code or in a component that replaces an existing component, so that the implementation as modified is a Licensed Product, Licensed Component, DRM Client Licensed Product, DRM Client Licensed Component or Participating Product Implementation. For the avoidance of doubt, the installation or download of a component or software code in (i) and (ii) above shall be performed in a manner designed to meet all applicable Compliance and Robustness Rules and requirements of Section 5.

Clause 1.36 shall be deleted in its entirety and replaced with the following:

“Necessary Claims” means those claims of patents or patent applications, under which, CMLA, any Founder or any CMLA Technology Licensee, or an Affiliate owns, controls or otherwise has the right, at any time during the term of this Agreement, to grant licenses within the bounds of the scope of use set forth in Section 2.2 of this Agreement that are necessarily infringed by those portions of Licensed Products, Licensed Components, Licensed Services, Licensed Service Elements, DRM Client Licensed Products, DRM Client Licensed Components, DSP

Licensed Services or DSP Licensed Service Elements which implement the mandatory portions of CMLA Technical Specification and the requisite addenda. Notwithstanding anything else in this Agreement, "Necessary Claims" shall not include (1) any claims relating to aspects of any technology, codec, standard or product not disclosed with particularity in the CMLA Technical Specification or the DECE Implementation Section even though such technology, codec, standard or product may be mentioned in the CMLA Technical Specification or or required by the Compliance or Robustness Rules; (2) claims relating to implementation of the OMA DRM Specification or the UltraViolet Specifications, version 1.0, 2.0 and subsequent versions, if any, (even though such OMA DRM Specifications or UltraViolet Specifications, version 1.0, 2.0 and subsequent versions, if any, may be mentioned or required by the CMLA Technical Specification or the DECE Implementation Section); (3) claims relating to the implementation of the UltraViolet Specifications and subsequent versions thereof, if any, (even though such UltraViolet Specifications and subsequent versions, if any, may be mentioned or required by the CMLA Technical Specification or the DECE Implementation Section ; (4) claims relating to a standard or standards developed, administered, or offered, by an industry group consisting of two or more legal entities or promulgated by official standardization agencies or bodies; (5) other copy protection, compression, encoding or decoding ability or tamper resistance technology (even though such technology, standard or product may otherwise be mentioned or required by the CMLA Technical Specification or the DECE Implementation Section); (6) claims which could be practiced in an implementation of a Licensed Products, Licensed Components, Licensed Services, Licensed Service Elements, DRM Client Licensed Products, DRM Client Licensed Components DSP Licensed Services or DSP Licensed Service Elements in compliance with the CMLA Technical Specification the or DECE Implementation Section where an alternative implementation exists that would not infringe such claim(s) (even if in the same patent as Necessary Claims); (7) claims that read solely on any implementations of any portion of the CMLA Technical Specification or the DECE Implementation Section that are not within the bounds of the scope of use set forth in Section 2.2 or the equivalent section of the relevant CMLA Technology License Agreement(s); (8) claims related to data embedding, content formats and content downloading and delivery (other than as described with particularity in the CMLA Technical Specification or the DECE Implementation Section); (9) claims which, if licensed, would require a payment of royalties or other consideration by the licensor to unaffiliated third parties; (10) claims relating to watermarking or waterscrambling technology, semiconductor and semiconductor manufacturing technology, compiler technology, programming languages and object-oriented technology, operating system, middleware and database technology, networking, intranet, extranet, Internet technology, telecommunications network technology (for example any technology relating to equipment, handsets, signal transmission) access control system technology, card access management technology, electronic payment technology, conditional access for television technology, television e-commerce access technology, broadcast stream access technology; (11) claims related to key management technology for use in encryption or signature applications, encryption technology or electronic signature technology, except as may be necessary or required for the use, development, manufacturing, implementation, sale (offer for sale), license and distribution of CMLA keys, self-generated CMLA keys, any aspect of CMLA technology, including, but not limited to key management software for use in encryption or signature applications licensed to CMLA by third parties, the CMLA Technical Specification or the DECE Implementation Section, Licensed Products, Licensed Components, Licensed Services, Licensed Service Elements, DRM Client Licensed Products, DRM Client Licensed Components DSP Licensed Services or DSP Licensed Service Elements; or (12) claims related to applications, application programming interfaces and user interfaces, including the technology used to generate, display or interact with a use.

Clause 1.48 shall be deleted in its entirety and replaced with the following:

“Robustness Rules” means the requirements set out in Exhibit B as amended by this Addendum.

2. The following definitions are added to Section 1 Definitions:

- a) “CMLA DECE Addendum” means this Addendum.
- b) “CMLA DRM Client Products” means Participating DRM Client Implementations, DRM Client Licensed Products, Robust DRM Licensed Products or DRM Client Licensed Components.
- c) “CMLA DSP Services” means Participating DSP Rights Issuer Implementations, DSP Licensed Services or DSP Licensed Service Elements.
- d) “DECE” means the Digital Entertainment Content Ecosystem, LLC.
- e) “DECE Approved DRM” means a DRM technology approved for use by DECE.

- f) “DECE Download Service Provider” means a CMLA Service Provider which has executed the DECE Addendum to its CMLA Service Provider Agreement.
- g) “DECE Implementation Section” means the portion of the CMLA Technical Specification so entitled and licensed pursuant to the applicable CMLA Technology License Agreement and its CMLA-DECE Addendum.
- h) “DRM Client Licensed Component” means those portions of a component, such as an integrated circuit, circuit board, or software module that (i) are manufactured and distributed under a CMLA Technology License Agreement and this Addendum, (ii) are designed solely to be assembled into a DRM Client Licensed Product and which is assembled into a DRM Client Licensed Product, and (iii) embody a portion of the CMLA Technical Specification and the DECE Implementation Section , but which by itself may not be Compliant.
- i) “DRM Client Licensed Product” means those portions of a device or hardware or software product manufactured or distributed under license from CMLA that (i) are Compliant; (ii) implement the mandatory portions of the CMLA Technical Specification and the CMLA DECE Implementation Section; (iii) are designed solely to be integrated into a Participating DRM Client Implementation; and (iv) which are integrated into a Participating DRM Client Implementation.
- j) “DSP Licensed Service” means those portions of a service performed and distributed under license from CMLA that (i) are Compliant; (ii) implement the mandatory portions of the CMLA Technical Specification and the DECE Implementation Section; (iii) are designed solely to be integrated into a DECE Participating Rights Issuer Implementation; and (iv) which are integrated into a DECE Participating Rights Issuer Implementation.
- k) “DSP Service Element” means those portions of a component such as a software module, that are (i) manufactured, and distributed under a CMLA Technology License Agreement (ii) are designed solely to be integrated and which is integrated into a DECE Licensed Service, and (iii) embody a portion of the CMLA Technical Specification [and the CMLA DECE DSP Specifications], but which by itself may not be Compliant.
- l) “Participating DRM Client Implementation” means those portions of a product that (a) implement (i) the OMA DRM Specifications; and (ii) the CMLA Technical Specifications and the DECE Implementation Section, (b) are Compliant; and, (c) incorporate a DRM Client Licensed Product.
- m) “Participating DSP Rights Issuer Implementation” means those portions of a Rights Issuer facility that (a) implement the OMA DRM Specifications; and (b) the CMLA Technical Specifications and the DECE Implementation Section; and (b) are Compliant; (c) incorporate a DECE Licensed Service; and, (d) meet all the requirements for a Download Service Provider under the ULTRAVIOLET Download Service Provider Agreement.
- n) “Robust DRM Product Implementation” means a DRM Client Licensed Product (or what would be a DRM Client Licensed Product but for the fact that it is not yet incorporated into a Participating DRM Client Implementation) and/or a DRM Client Licensed Component (or what would be a DRM Client Licensed Component but for the fact that it is not yet incorporated into a DRM Client Licensed Product) that contains Highly Confidential Information and meets the security standard set forth in Section 1.3 and Section 3 of the Robustness Rules, as amended in this CMLA-DECE Addendum.
- o) “UltraViolet Ecosystem” means the technology, UltraViolet specifications, usage models and license agreements created and licensed by DECE
- p) “UltraViolet Specifications” means the (i) specifications licensed by DECE under the DECE license agreements; (ii) the Media Format Specifications published and licensed by DECE.
- q) “Wind-Down Period” has the meaning as set forth in Section 8.10

2. Section 2 Licenses Granted. The following clauses are amended as follows:

(a) Section 2.1 (a), (c), and (d) shall each be amended to include reference to DRM Client Licensed Product, Robust DRM Client Products and DRM Client Licensed Components. With respect to DRM Client Licensed Products and DRM Client Licensed Components the same license restrictions that apply to Licensed Products and Licensed Components continue to apply.

(b) Section 2.1 (b) shall be amended to include reference to Participating DRM Client Implementation, DRM Client Licensed Product, Robust DRM Licensed Product, and DRM Client Licensed Component.

(c) Section 2.2 shall be deleted in its entirety and replaced with the following:

“(i) The copyright and trade secret licenses under Section 2.1 (c) and (d) extend only to the use of CMLA Technical Specification to implement in a Licensed Product, Licensed Component, DRM Client Licensed Product, Robust DRM Licensed Product or DRM Client Licensed Component to protect Digital Content.

(ii) The patent licenses in Section 2.1(a) are applicable solely to those portions of Licensed Products, Licensed Components, DRM Client Licensed Product or DRM Client Licensed Component that are necessary to implement those mandatory requirements that are disclosed with particularity in the CMLA Technical Specification.

(iii) The patent license in Section 2.1 (b) are applicable solely to those portions of Participating Product Implementations, Licensed Products, Licensed Components, Participating DRM Client Implementations, DRM Client Licensed Products and DRM Client Licensed Component that are necessary to implement those mandatory requirements disclosed with particularity in the CMLA Technical Specification and the OMA Specification.

(iv) The patent licenses granted under Section 2.1 (a) and (b) extend only to Licensed Components, Licensed Products, DRM Client Licensed Products or DRM Client Licensed Component and, with respect to Section 2.1 (b) Participating Product Implementation or Participating DRM Client Implementation, within the scope and license grant set forth in those Sections, that are sold or transferred to a Fellow Client Adopter or its Participating Affiliates or Authorized Reseller for incorporation into a Participating Product Implementation or a Participating DRM Client Implementation, as applicable, and are in fact incorporated into a Participating Product Implementation or Participating DRM Client Implementation, as applicable.

(v) The copyright, trade secret, and patent licenses granted in Section 2.1(a), (b), (c), and (d) also extend to the activities that are permitted under section 4 of the Developer Addendum without regard to whether Client Adopter has signed such Developer Addendum.”

(d)Section 2.4 shall be amended to include reference to CMLA DRM Client Products, or CMLA DSP Services.

(e) Section 2.5 (a) and (c) shall be amended to include reference to CMLA DRM Client Products or CMLA DSP Services.

3. Section 3 Additional Rights Granted To Client Adopter is amended as follows:

(a) Clause 3.5 shall be amended to include reference to the UltraViolet Specifications.

(b) Clause 3.6 shall be deleted in its entirety.

(c) Clause 3.7 shall be deleted in its entirety.

(d) Clause 3.8 shall be deleted in its entirety.

(e) Clause 3.10 shall be deleted in its entirety and replaced with the following:

“CMLA may make such changes to the CMLA Technical Specification, the DECE Implementation Section or the Compliance or Robustness Rules as amended by the CMLA-DECE Addendum as it deems necessary or appropriate to accommodate a change requested by DECE. Client Adopter will be required to make such changes upon notice from CMLA within the time specified in such notice.”

(f) Clause 3.11 shall be deleted in its entirety.

(g) Clause 3.12 shall be deleted in its entirety.

(h) Clause 3.13 shall be deleted in its entirety and the CAB review shall not be applicable for changes to the DECE Implementation Section or the Compliance and Robustness Rules as amended by this CMLA-DECE Addendum.

(i) Clause 3.14 shall be deleted in its entirety as no right of objection or arbitration will exist relating to changes to the DECE Implementation Section or the Compliance and Robustness Rules as amended by this CMLA-DECE Addendum.

4. Section 7 Termination is amended as follows:

a) CMLA may terminate this Amendment in the event DECE terminates its agreement with CMLA.

(b) Term. The initial term of this Addendum shall commence upon the Effective Date and shall continue in full force and effect until the fifth anniversary thereof (the “Initial Term”) unless sooner terminated in accordance with the terms of this Agreement or renewed pursuant to the terms hereof. The Initial Term together with any renewal terms, is collectively referred to herein as the “Primary Term”. Upon expiration or termination of the Primary

Term for any reason, the Addendum shall continue in full force and effect for a period of twenty-four months thereafter or for such longer period as the Parties mutually agree (the “Wind-Down Period”). The Primary Term together with the Wind-Down Period is collectively referred to herein as the “Term”.

5. Section 8 Remedies is amended as follows:

- a) Clause 8.2 shall be amended to include reference to Participating DRM Client Implementation.
- (b) Clause 8.3 shall be amended to include reference to Participating DRM Client Implementation.
- (c) Clause 8.4.2 shall be amended to include reference to Participating DRM Client Implementation.
- (d) Clause 8.4.3 shall be amended to include reference to Participating DRM Client Implementation.
- (e) Clause 8.4.4 (1) shall be amended to include reference to Participating DRM Client Implementation.
- (f) Clauses 8.5.1 and 8.5.1 (i) shall be amended to include reference to Participating DRM Client Implementation.
- (g) Clauses 8.5.2 (a) and 8.5.2(b) shall be amended to include reference to Participating DRM Client Implementation.
- (h) Clause 8.10 DECE Enforcement Provisions will be added. For purposes of this Clause, Client Adopter acknowledges and agrees that the following terms shall be interpreted as follows:

- (1) “Client Implementer Agreement” means the DECE license agreement so entitled.
- (2) “DRM Client” means Participating DRM Client Implementation, DRM Client Licensed Product or Robust DRM Licensed Product;
- (3) “DRM Client Equitable Relief Action” is defined in the Client Implementer Agreement.
- (4) “DRM Licensee” means Client Adopter.
- (5) “DRM Provider” means CMLA.
- (6) “DRM Provider License” means the CMLA Client Adopter Agreement as amended by the CMLA-DECE Addendum;
- (7) “Licensed Application” is defined in the Client Implementer Agreement.
- (8) “DECE Licensed Client” means the combination of the DRM Client and a Licensed Application pursuant to the Client Implementer Agreement.
- (9) “Material Failure to Enforce” means any failure by DRM Provider or its Third Party Beneficiaries (if any) to use Enforcement Efforts to enforce compliance with the technical, implementation-related aspects of the DRM Provider License which noncompliance, individually or taken as a whole: (a) has a material and adverse effect on the integrity or security of the UltraViolet ecosystem or UltraViolet Content; (b) has a material and adverse effect on the ability of any DECE Covered Products or Services to comply with the DECE Compliance Rules or UltraViolet Ecosystem Specifications; or (c) conflicts with a UltraViolet Licensee’s obligations under an Ultraviolet [DECE] License Agreement, including without limitation the obligation to comply with the [UltraViolet] Ecosystem Specifications.
- (10) Wind Down Period is defined in the Client Implementer Agreement.

(i) **8.10 DECE Enforcement Provisions.** Client Adopter understands and agrees that the terms and conditions set forth in this Section 8.10 permit DECE to request action or initiate action involving Client Adopter’s Participating DRM Client Implementation, DRM Client Licensed Product, DRM Client Licensed Component or Robust DRM Licensed Product. Client Adopter is required to participate in this process as indicated below.

- (1) **Compliance with DRM Provider License.** In the event a DRM Client utilized by one or more Licensed Clients fails to comply in one or more material respects with the technical, implementation-related aspects of its DRM Provider License in violation of the requirements of the Client Implementer Agreement applicable to each such Licensed Client, DECE shall be entitled to initiate a DRM Client Equitable Relief Action set forth in such Client Implementer Agreement on the terms and subject to the conditions set forth in this Section.

- (2) **Notice of Suspected Noncompliance.** In the event that DECE suspects that a particular DRM Client licensed, directly or indirectly, by DRM Provider for utilization by one or more Licensed Clients (a) does not comply in one or more material respects with the technical, implementation-related aspects of its DRM Provider License and (b) failure to enforce such noncompliance would constitute a Material Failure to Enforce, DECE shall provide DRM Provider written notice of such suspected noncompliance (a “Noncompliance Notice”). A Noncompliance Notice will include reasonable detail regarding the suspected non-compliance. DECE shall also provide a written notice to the relevant Client Implementer informing it that DECE has sent a Noncompliance Notice to the DRM Provider indicating that the DRM Client utilized by one or more of Client Implementer’s Licensed Clients is alleged to be in material noncompliance with the technical, implementation-related aspects of its DRM Provider License.
- (3) **Response to Noncompliance Notice.** Following receipt of a Noncompliance Notice from CMLA, Client Adopter shall have 7 Business Days to respond to CMLA in order for CMLA is able to respond to DECE indicating one of the following:
- (a) The non-compliance has been remedied.
 - (b) DRM Provider and the applicable DRM Licensee have developed a remediation plan (the details of which are also provided to DECE at the time of such notice).
 - (c) DRM Provider is diligently engaging in discussions with the applicable DRM Licensee and/or with one or more DRM Third Party Beneficiaries to identify the problem and determine the appropriate course of action.
 - (d) DRM Provider has chosen to take no action and the reason for such inaction.¶
 - (e) DRM Provider or one or more DRM Third Party Beneficiaries has initiated litigation against the applicable DRM Licensee.
- (4) **Response to Noncompliance Notice.** If DRM Provider responds to the Noncompliance Notice with one of the responses set forth in (3) above, DECE shall have the following options depending on which response is provided.
- (a) **Noncompliance Remedied.** In the event DRM Provider indicates the non-compliance has been remedied, DRM Provider shall explain the basis for such determination and DECE shall have 15 Business Days in which to disagree with such conclusion.
 - (i) **Parties Disagree.** If DECE disagrees as to whether such non-compliance has been remedied, DECE and DRM Provider shall attempt in good faith for a period of no less than 30 days (or such other period as may be agreed by the parties) to resolve such disagreement and determine whether a satisfactory approach to remediation can be agreed upon. Each party shall make individuals with the appropriate expertise to address the issue reasonably available for such discussions. If, at the end of such discussion period: (1) DECE and DRM Provider agree that the noncompliance has been remedied, Section 4 (a) (ii) shall apply; (2) a remediation plan satisfactory to DECE and DRM Provider has been developed, Section 4 (b) (ii) shall apply; or (3) if DECE and DRM Provider remain in disagreement about whether the non-compliance has been remedied and no remediation plan satisfactory to DECE and DRM Provider has been developed, then after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.
 - (ii) **Parties Agree.** If DECE agrees that the non-compliance has been remedied the process shall conclude with no further action.
 - Remediation Plan Developed.** In the event DRM Provider indicates that DRM Provider and the applicable DRM Licensee have developed a remediation plan, DECE shall have 15 Business Days in which to object to the details of such plan provided by DRM Provider.
 - (iii) **Parties Disagrees.** If DECE objects, DECE and DRM Provider shall attempt in good faith for a period of no less than 30 days (or such other period as may be agreed by the parties) to develop a

mutually satisfactory approach to remediation. Each party shall make individuals with the appropriate expertise to address the issue reasonably available for such discussions. If, at the end of such discussion period: (1) a remediation plan satisfactory to DECE and DRM Provider has been developed, Section 4 (b) (ii) below, shall apply; or (2) DECE and DRM Provider do not agree on a satisfactory remediation plan, then after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.

- (iv) **Parties Agree.** If DECE does not object to the remediation plan, the process shall conclude with no further action; provided, however, that in the event DRM Licensee fails to implement such remediation plan pursuant to its terms then, after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.

Discussions Underway. In the event that DRM Provider is diligently engaging in discussions with the applicable DRM Licensee and/or DRM Third Party Beneficiaries to identify the problem and determine the appropriate course of action and notifies DECE of the same, DRM Provider shall have another 15 Business Days from such indication to update DECE on the progress of such discussions. At the end of such period, DRM Provider shall indicate that the (i) non-compliance has been remedied (at which point the process shall proceed as set forth in Section 4 (a), (ii) a remediation plan has been put in place (at which point the process shall proceed as set forth in Section 4(b), (iii) litigation has been initiated by the DRM Provider or one or more eligible DRM Third Party Beneficiaries; or (iv) no action is going to be taken (at which point the process shall proceed as set forth in Section 4 (d). In the event DRM Provider is diligently engaged in discussions with a DRM Licensee pursuant to this Section 4 (c) and requests additional time to determine the appropriate course of action, DECE shall consider the request in good faith and may elect to extend the 15 Business Day period set forth in this Section 4(c).

No Action. In the event that DRM Provider indicates that it has chosen to take no action, it shall provide reasonable detail regarding its reasoning for making such a decision including whether it believes a compliance issue exists. DRM Provider will also indicate whether any DRM Third Party Beneficiaries are eligible to take any action.

- (v) **Parties Agree & No 3rd Party Beneficiaries Exist.** If DRM Provider states that it believes a compliance issue exists (or does not express any opinion on the issue) and no DRM Third Party Beneficiaries exist then, after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.
- (vi) **Parties Agree & 3rd Party Beneficiaries Exist.** If DRM Provider states that it believes a compliance issue exists (or does not express any opinion on the issue) and (a) one or more DRM Third Party Beneficiaries exist or (b) DRM Provider has made generally available a commercially reasonable agreement pursuant to which a party may obtain rights as a DRM Third Party Beneficiary which rights would be immediately available and effective as to the compliance issue if such party entered into such agreement, then DRM Provider shall have an additional 30 day period at the conclusion of which it must indicate to DECE whether any such DRM Third Party Beneficiaries have initiated any action under the DRM Provider License; provided, however, that if a DRM Provider originally responded that discussions were underway as provided in Section 4 (c), such period shall only extend for an additional 15-Business Days. If no DRM Third Party Beneficiary has initiated action as of the end of such 30 day or 15-Business Day period (as applicable), then after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.
- (vii) **Parties Disagree.** If DRM Provider indicates that it does not believe any compliance issue exists with the applicable DRM Client, then at DECE's request DECE and DRM Provider shall attempt in good faith for a period of no less than 30 days (or such other period as may be agreed by the parties) to resolve such disagreement as to whether such non-compliance exists; provided, however, that if a DRM Provider originally responded that discussions were underway as provided in Section 4 (c), such period shall only extend for an additional 15 Business Days. If, at

the end of such period, DECE and DRM Provider agree that no compliance issue exists, the process shall conclude with no further action. If, alternatively, DECE and DRM Provider agree that a compliance issue does exist, the DRM Provider must respond in accordance with Section 4 and the process shall proceed as set forth in the appropriate section of this Section 4; provided, however, that any additional discussion period shall only extend for an additional 10 Business Days. Finally, if DECE and DRM Provider are unable to reach agreement as to whether a compliance issue exists by the end of the 30-day or 15-Business Day period above, then after notice to DRM Provider, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client without waiting for the expiration of the Waiting Period.

Litigation or Arbitration Against DRM Licensee. Notwithstanding anything to the contrary set forth herein, in the event that DRM Provider or one or more DRM Third Party Beneficiaries in good faith initiates and pursues litigation or arbitration against the applicable DRM Licensee prior to expiration of the Waiting Period, then DECE shall not be able to initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client until after the expiration of the Waiting Period, provided, however that any such good faith litigation or arbitration will be sufficient to preclude a finding of a Material Failure to Enforce hereunder.

- (5) **Expiration of Waiting Period.** The provisions of this Section 8.10 are intended to give DRM Provider and DRM Licensee a reasonable time period in which to address the suspected noncompliance in accordance with DRM Licensee’s own internal processes or to permit one or more DRM Third-Party Beneficiaries to initiate an action to enforce. However, in the event that the noncompliance identified in a Noncompliance Notice has not been remedied (or is not in the process of being remedied) to the satisfaction of DECE prior to the expiration of the Waiting Period, then, notwithstanding any other provision contained herein, at any time thereafter upon written notice to DRM Provider and the applicable Client Implementer, DECE may initiate a DRM Client Equitable Relief Action pursuant to the Client Implementer Agreement applicable to each affected Licensed Client.
- (6) **List of Noncompliant DRM Clients.** Client Adopter understands and acknowledges that DECE shall have the right to publish a list of any DRM Clients that are found to be noncompliant.

6. Exhibit A Compliance Rules

A. The following clauses in **Exhibit A, Part 1, Definitions** are amended as follows:

- (i) Clause 1.3 “Content Owner Export Authorization” shall be deleted in its entirety and replaced with following: “UltraViolet Export Authorization” shall mean the DECE’s explicitly granted permission for exporting the content as expressed in the rights expressions according to OMA Specifications.
- (ii) Clause 1.4 “Content Owner Authorized Output” shall be deleted in its entirety.
- (iii) Clause 1.5 “CMLA Authorized Output” shall be deleted in its entirety.
- (iv) Clause 1.12 “Robust Method” shall be deleted in its entirety and replaced with following

“Robust Method” means where a method of passing Decrypted CMLA Content Data or Decrypted CMLA Protection Data from a Participating Product Implementation or Participating DRM Client Implementation, which method of passing (i) meets the same level of robustness as set forth in the applicable Robustness Rules, and (ii) is clearly designed to effectively frustrate attempts to access, intercept, redistribute or copy the passed content in any usable form other than by Participating Product Implementations or Participating DRM Client Implementation according to these Compliance Rules.

B. the following clauses in Exhibit A, Part 1, Section 1 Definitions are added:

- (i) “DECE Licensed Client” means a hardware or software product that is a “Licensed Client” under a Client Implementer Agreement.

- (ii) "Device Leave" shall have the meaning given in the UltraViolet Specifications. For the avoidance of doubt as used herein, Device Leave shall not include an Unverified Device Leave.
- (iii) "Licensed Content" means the content licensed by DECE licensees for use in the UltraViolet Ecosystem.
- (iv) "UltraViolet Account" means a DECE account with, among other things, an associated group of Users, associated set of registered Licensed Clients and associated Rights.
- (v) "UltraViolet Published Content" has the meaning set forth in the Client Implementer or UltraViolet Specifications.
- (vi) "Unverified Device Leave" has the meaning set forth in the Client Implementer Agreement or UltraViolet Specifications.

C. The following clauses in **Exhibit A, Part2, Applicability and General Requirements** shall be amended as follows:

- a) Clause 1.1 shall be deleted in its entirety and replaced with following:

"This Exhibit A, as amended by the CMLA DECE Addendum, is applicable to all Participating DRM Client Implementations, DRM Client Licensed Products and Robust DRM Licensed Products.

- (b) A new clauses are added to Section 1 as follows:

(i) "A Participating DRM Client Implementation shall not decrypt UltraViolet Published Content for anything other than a DECE Licensed Client (a) which is registered to an UltraViolet Account and (b) of which such Participating DRM Client Implementation is a part; provided, however, that the foregoing shall not require such Participating DRM Client Implementation to detect and prevent the playback of such content in the case of an Unverified Device Leave."

(ii) "A Participating DRM Client Implementation shall not enable playback of encrypted UltraViolet Published Content on a DECE Licensed Client before such DECE Licensed Client joins an UltraViolet Account or after such DECE Licensed Client is subject to a Device Leave from an UltraViolet Account. Compliance with this [Section] does not require that UltraViolet Published Content be deleted from a DECE Licensed Client upon a Device Leave from an UltraViolet Account provided that such Ultraviolet Published Content is rendered unplayable. If such DECE Licensed Client rejoins the UltraViolet Account that it previously left, any UltraViolet Published Content stored in association with such DECE Licensed Client, and that has a valid DRM License for such UltraViolet Account, may be enabled to play on such DECE Licensed Client in accordance with the DECE Licensed Client Compliance Rules and Ecosystem Specifications."

(iii) "Notwithstanding anything else in this Agreement, Participating DRM Client Implementations shall be required to comply with these Compliance and Robustness Rules; the CMLA Technical Specification and the DECE Implementation Section; and the OMA Specifications, and any changes thereto within the times frames set forth in the notice provided by CMLA."

(iv) "For the avoidance of doubt, the following output constraints below are not intended to constrain the output of audio signals. Accordingly, Participating DRM Client Implementations are not required to apply output restrictions to analog audio or digital audio, either compressed or uncompressed, including, by way of example, SPDIF or stereo audio jacks."

(v) "Client Adopter shall notify, in a commercially reasonable manner, any parties whom such Client Adopter has enabled to use its Participating DRM Client Implementation in the UltraViolet Ecosystem when a security update that affects or impacts UltraViolet Content is made to the Participating DRM Client Implementation."

(vi) Participating DRM Client Implementation, in addition to the other requirements set forth in the Agreement and this Addendum, shall read and respond to the settings in the DECE Domain Rights Object for a particular piece of UltraViolet Published Content. For the avoidance of doubt, the DECE Domain Rights Object, defined in the DECE Implementation Section, corresponds to the DRM Content License as defined in the Client Implementer Agreement.

(vii) Note that the output constraints below are not intended to constrain the output of audio signals. Accordingly, there are no output restrictions to analog audio or digital audio, either compressed or uncompressed, including, by way of example, SPDIF or stereo audio jacks.

D. All clauses in Exhibit A, Part 2, Section 2 Compliance Requirements for Analog Outputs and Section 3 Compliance Requirements for Digital Outputs shall be deleted in its entirety and replaced with following:

2. Output Requirements. Client Adopter should note that while this Section 2.4.2 constrains the output of video signals of UltraViolet Published Content from Licensed Clients, the constraints below are not intended to constrain the output of audio signals. Accordingly, and for purposes of illustration, DRM Provider is not required to cause Licensed Clients to apply output restrictions to analog audio or digital audio, either compressed or uncompressed, including, by way of example, SPDIF or stereo audio jacks.

(a) Approved Uncompressed Digital Video Outputs

(i) All Uncompressed digital video outputs of Participating DRM Client Implementations must comply with the following:

(1) For HD Licensed Content that is output in high definition form, Participating DRM Client Implementations must apply HDCP or DTCP to all uncompressed digital outputs, including Digital Video Interface version 1.0 specification (“DVI”) and all versions of HDMI and DisplayPort.

(2) Participating DRM Client Implementations may internally downgrade HD Licensed Content and output it as standard definition (“SD”) or portable definition (“PD”), following the requirements set forth in Section 2(b)(ii), below

(ii) Participating DRM Client Implementations shall apply HDCP or DTCP to all uncompressed SD or PD outputs of Licensed Content except as follows:

(1) Participating DRM Client Implementations deployed on General Purpose Computers that use an operating system first sold to consumers before January 1, 2009 may output SD or PD signals without content protection.

(2) Participating DRM Client Implementations deployed on General Purpose Computers using an operating system first sold to consumers after January 1, 2009 may output SD or PD signals without content protection solely using DVI, regardless of physical connection, only to the extent that the underlying graphics hardware and the digital monitor connected to such Licensed Client are not capable of enabling HDCP or DTCP. Where the underlying graphics hardware and the digital monitor are capable of such support, HDCP or DTCP must be enabled on all uncompressed digital outputs.

(iii) Participating DRM Client Implementations that output decrypted uncompressed Licensed Content using HDCP shall:

(1) verify that the HDCP Source Function is fully engaged and able to deliver the Licensed Content in a protected form, which means HDCP encryption is operational on such output; and

(2) at such a time as a standard mechanism adopted by at least one other industry-wide consortium to support delivery of HDCP System Renewability Messages (“SRMs”) is available and is capable of being deployed, process and pass to the HDCP Source Function the HDCP SRM associated with the protected content, if any, as defined in the HDCP specification. As part of HDCP SRM processing, the Participating DRM Client Implementations must ensure that there is no HDCP Display Device or Repeater on such output whose Key Selection Vector is in such System Renewability Message.

(iv) Participating DRM Client Implementations that output decrypted uncompressed Licensed Content using DTCP shall:

(1) at such a time as a standard mechanism adopted by at least one other industry-wide consortium to support delivery of DTCP SRMs is available and is capable of being deployed, process and pass to the DTCP Source Function the DTCP SRM associated with the protected content, if any, as defined in the DTCP specification; and

(2) map the copy control information associated with the Licensed Content to the DTCP Source Function, with the copy control information set to “copy never”.

(b) Approved Compressed Digital Video Output Protection

(i) Participating DRM Client Implementations shall employ HDCP, DTCP or WMDRM-ND protection technologies on all compressed digital outputs of HD Licensed Content, SD Licensed Content and PD Licensed Content.

(ii) Participating DRM Client Implementations employing High-bandwidth Digital Licensed Content Protection (HDCP) on compressed digital outputs shall:

(1) verify that the HDCP Source Function is fully engaged and able to deliver the Licensed Content in a protected form, which means HDCP encryption is operational on such output; and

(2) at such a time a standard mechanism adopted by at least one other industry-wide consortium to support delivery of HDCP System Renewability Messages (SRM) is available and is capable of being deployed, process and pass to the HDCP Source Function the HDCP SRM associated with the Licensed Content, if any, as defined in the HDCP specification. As part of HDCP SRM processing, the Licensed Client must ensure that there is no HDCP Display Device or Repeater on such output whose Key Selection Vector is in such System Renewability Message.

(iii) Participating DRM Client Implementations employing Digital Transmission Licensed Content Protection (DTCP) on compressed digital outputs shall:

(1) at such a time as a standard mechanism adopted by at least one other industry-wide consortium to support delivery of DTCP System Renewability Message (“SRM”) is available and is capable of being deployed, process and pass to the DTCP Source Function the DTCP SRM associated with the protected content, if any, as defined in the DTCP specification; and

(2) map the copy control information associated with the Licensed Content such that the copy control information shall be set to “copy never”.

(iv) Any Participating DRM Client Implementations employing Windows Media DRM for Network Devices (WMDRM-ND), Licensed Clients shall output decrypted compressed Licensed Content using WMDRM-ND pursuant to the policy for Licensed Content carried by the PlayReady DRM License.

(c) Neither a Participating Product Implementation nor a Participating DRM Implementation shall pass, or direct to be passed Decrypted CMLA Content Data to an analog output except:

(i) All analog video outputs must invoke CGMS-A if the Participating DRM Client Implementations is capable and licensed (if any license is necessary) to insert such signaling.

(b) HD Licensed Content

(1) Except where prohibited by law, Participating DRM Client Implementations shall be designed to ensure that when HD Licensed Content is output via an analog video output from a hardware model that was first available in the marketplace after December 31, 2012, such outputs shall be at a resolution no greater than Constrained Image (520,000 pixels per frame). For the avoidance of doubt, as with all requirements herein for Licensed Clients, the foregoing obligation applies regardless of whether the Licensed Client controlling the output of such content is a software or hardware Licensed Client.

(2) For avoidance of doubt and subject to the requirements of Sections 2(d)(i) and 2d(ii), there is no obligation to limit or restrict analog outputs with respect to HD Licensed Content that is output from any hardware model that was available in the marketplace prior to December 31, 2012, regardless of the actual date of manufacture, distribution, or subsequent software or firmware updates.

(iii) Participating DRM Client Implementations may not apply any Macrovision (Rovi) technologies when DECE Licensed Content is passed to analog outputs.

(d) Licensed Client Upscaling To the extent a Participating DRM Client Implementation performs upscaling functions, this provision will apply.

(i) CMLA Adopter may permit the Participating DRM Client Implementation integrated into a Licensed Client[s] to scale the source Licensed Content in order to fill the screen of the applicable display; provided that Client Adopters’ marketing of the Participating DRM Client Implementation integrated into Licensed Client or the Licensed Streaming Service shall not state or imply to consumers that the quality of the display of any such upscaled Licensed Content is substantially similar to a higher resolution Licensed Content Profile; provided further, however, that the foregoing shall not limit the advertising of the Licensed Client’s ability to upscale digital content in general.

(ii) Upscaled Licensed Content shall be subject to the output restrictions that are applicable to the original Licensed Content Profile of such Licensed Content.

3. **OMNA Identifiers** for approved outputs.

Output	OMNA Identifier
Analog	urn:oma:drms:org-cmla:uv-analog-outputs
DTCP	urn:oma:drms:org-cmla:uv-dtcp
HDCP	urn:oma:drms:org-cmla:uv-hdcp
WMDRM-ND	urn:oma:drms:org-cmla:uv-wmdrm-nd

F. **Exhibit A, Part 2, Section 4 Digital Output of Decrypted CMLA Protection Data** shall be amended to include reference to Participating DRM Client Implementations.

G. **Exhibit A, Table X1 CMLA Authorized Analog Outputs** shall be deleted in its entirety

H. **Exhibit A, Table X2 Content Participant Authorized Analog Outputs** shall be deleted in its entirety

I. **Exhibit A, Table Y1 CMLA Authorized Digital Outputs** shall be deleted in its entirety

J. **Exhibit A, Table Y2 Content Owner Authorized Digital Outputs** shall be deleted in its entirety

7. **Exhibit B, Robustness Rules shall be amended as follows:**

(i) Clause 1.1 shall be amended to include Participating DRM Client Implementations and reference to DECE Implementation Section and/or UltraViolet Specifications.

(ii) Clause 1.2 shall be amended to include Participating DRM Client Implementations and reference to DECE Implementation Section and/or UltraViolet Specifications.

(iii) Clause 1.3 shall be amended to include Participating DRM Client Implementations.

(iv) Clause 1.4 shall be amended to include Participating DRM Client Implementations and reference to DECE Implementation Section and/or UltraViolet Specifications.

(v) Clause 2 shall be amended to include Participating DRM Client Implementations and reference to DECE Implementation Section and/or UltraViolet Specifications.

(vi) Clause 2.1 (b) shall be amended to include reference to Participating DRM Client Implementations and CMLA DRM Client Products.

(vii) Clause 3 and Clause 3.1 shall be amended to include reference to Participating DRM Client Implementations.

(viii) Clause 3.2 shall be amended to include reference to Participating DRM Client Implementation and DECE Implementation Section.

(ix) Clause 3.3 shall be amended to include reference to Participating DRM Client Implementation and DECE Implementation Section.

(a) Clause 3.3.2 shall be amended to include Participating DRM Client Implementation and DECE Implementation Section.

(x) Clause 3.4 shall be amended to include Participating DRM Client Implementations.

(xi) Clause 3.5 shall be amended to include Participating DRM Client Implementations.

(a) Clause 3.5.1 shall be amended to include Participating DRM Client Implementations.

(xii) Clause 3.7 shall be amended to include Participating DRM Client Implementations and DECE Implementation Section

(xiii) Clause 4. 1 and Clause 4.2 shall be amended to include Participating DRM Client Implementations.

SO AGREED AS OF THE DATE LAST WRITTEN BELOW

This Agreement may be executed in multiple counterparts.

CMLA: Client Adopter:

as attorney-in-fact for Founders;

LMI, LLC

as attorney-in-fact for CMLA, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

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