

# CMLA-DECE Addendum To CMLA Service Provider Agreement

**Version:** 1.0

**Date:** 2011-10-21

## **RECITALS**

WHEREAS Service Provider wishes to offer CMLA DSP Service for use by DECE licensees using the CMLA trust model; and

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

WHEREAS, CMLA, Founders and Service hereby agree that for the CMLA DSP Services developed and distributed by Service Provider, this DECE Addendum to CMLA Service Provider Agreement shall modify and as modified supersede Service Provider's CMLA Service Provider Agreement for offering CMLA DSP Services for use by DECE licensees. For the purposes of clarity Client Adopter is required to meet the provisions of its CMLA Service Provider 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 1.15 "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 1.16 "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 1.35 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 1.47 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 definition are added to Section 1 Definitions:**

- a) “CMLA DECE SPA 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 and is a DECE DSP Licensee in good standing.
- 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 DECE Implementation Section, 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 below.

**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 DSP Licensed Service and DSP Service Element. With respect to DSP Licensed Service and DSP Service Element the same license restrictions that apply to Licensed Service and Service Element continue to apply.

(b) Section 2.1 (b) shall be amended to include reference to Participating DSP Rights Issuer Implementation, DSP Licensed Service and DSP Service Element.

(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 Service, Service Element, DSP Licensed Service and DSP Service Element to protect Digital Content.

(ii) The patent licenses in Section 2.1(a) are applicable solely to those portions of Licensed Service, Service Elements, DSP Licensed Service or DSP Service Element 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 Rights Issuer Implementations, Licensed Service, Service Elements, Participating DSP Rights Issuer Implementations, DSP Licensed Service and DSP Service Element 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 Service Elements, Licensed Services DSP Licensed Services, and DSP Service Element and, with respect to Section 2.1 (b) Participating Rights Issuer Implementation or Participating DSP Rights Issuer Implementation, within the scope and license grant set forth in those Sections, that are sold or transferred to a Fellow Service Provider or its Participating Affiliates or Authorized Reseller for incorporation into a Participating Rights Issuer Implementation or a Participating DSP Rights Issuer Implementation, as applicable, and are in fact incorporated into a Participating Rights Issuer Implementation or Participating DSP Rights Issuer 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 Service Provider is amended as follows:**

#### **Clause 3.5 shall be amended to include reference to the UltraViolet Specifications.**

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

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

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

(d) 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.”

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

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

(g) 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 6 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 Inspection/Audit shall be amended to include reference to Participating DSP Rights Issuer Implementation.

(b) Clause 8.3 Equitable Relief shall be amended to include reference to Participating DSP Rights Issuer Implementation.

(c) Clause 8.4.2 Breach of Compliance or Robustness Rules shall be amended to include reference to Participating DSP Rights Issuer Implementation.

- (d) Clause 8.4.3 Other Material Breaches shall be amended to include reference to Participating DSP Rights Issuer Implementation.
- (e) Clause 8.4.4 (1) shall be amended to include reference to Participating DSP Rights Issuer Implementation.
- (f) Clauses Eligible Content Participant Third Party Beneficiary Rights 8.5.1 and 8.5.1 (i) shall be amended to include reference to Participating DSP Rights Issuer Implementation.
- (g) Clauses Eligible Content Participant Third Party Beneficiary Rights 8.5.2 (a) and 8.5.2(b) shall be amended to include reference to Participating DSP Rights Issuer Implementation.

## 6. Exhibit A Compliance Rules

- A. The following clauses in **Exhibit A, Part 2, Applicability and General Requirements** is amended as follows:
  - (i) A Service Provider implementing the DECE Implementation Section for CMLA DSP Services must be a DECE DSP Licensee in good standing.
  - (ii) Each Section will now include reference to DSP Licensed Service and Participating DSP Rights Issuer Implementation, as applicable.
  - (iii) Section 1.2.1, 1.2.2 and 1.2.3 are deleted in their entirety.
  - (iv) Section 1.4 will include the following prohibition: “CMLA Service Providers wishing to implement DSP Licensed Service or Participating DSP Rights Issuer Implementation are not permitted to perform the OMA DRM Domain Join and the OMA DRM ROAP Leave protocols.
  - (v) Section 1.5 is deleted in its entirety.
  - (vi) Section 1.9 is added and will include the following:
    - “Notwithstanding anything else in this Agreement, CMLA Mobile Products shall be required to comply with these Compliance and Robustness Rules and the CMLA Technical Specification, including specifically but not limited to the DECE Implementation Section (and any updates thereto), as applicable.”
  - (vii) Section 1.10 is added
    - “CMLA SPA is required to follow Coordinator instructions regarding DECE Rights Objects issuance.”

SO AGREED AS OF THE DATE LAST WRITTEN BELOW

This Agreement may be executed in multiple counterparts.

CMLA:  
as attorney-in-fact for Founders;  
LMI, LLC  
as attorney-in-fact for CMLA, LLC

Client Adopter:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_

Client Adopter  
\_\_\_\_\_  
\_\_\_\_\_

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