

CI Plus INTERIM CONTENT DISTRIBUTOR AGREEMENT

This CI Plus Interim Content Distributor Agreement (this “Agreement”) grants Content Distributor certain rights, including the right to seek revocation of Host Certificate(s) (defined below) as described below.

This Agreement is by and between CI Plus LLP (“CI Plus TA”) a United Kingdom limited liability partnership, and the Content Distributor identified below.

This Agreement is effective as of the last date signed below (the “Effective Date”).

CI PLUS LLP:

Pannell House, Park Street, Guildford, Surrey, GU1 4HN. United Kingdom
Registered in England and Wales. Registered No. OC341596

Individual Authorised Signatory:

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

Signed: _____

Name: _____

Title: _____

Date: _____

CONTENT DISTRIBUTOR:

Company Name: _____

Address: _____

City: _____

State: _____

Postal Code: _____

Country: _____

Individual Authorised Signatory: _____

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

Signed: _____

Name: _____

Title: _____

Date: _____

WHEREAS Members that have established CI Plus TA have developed certain technology and methods for data encryption, encryption key management, and encryption system renewability (“CI PLUS”) which are described in the Specifications (as defined below)(the “Specification”);

WHEREAS, Content Distributor wishes to have the right, subject to the terms and conditions set forth herein, to use or cause CI PLUS to be used to protect its Controlled Content (defined below) and certain other rights including the right to seek revocation of Host Certificates (defined below) as described hereunder;

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

1.0 Definitions.

Capitalized terms shall have the meanings set forth in this Section 1.0 or elsewhere in this Agreement.

1.1 “**Administration Fee**” shall have the meaning set forth in Section 4.1.

1.2 “**Adopter Agreement**” shall mean the CI Plus Device Interim License Agreement and Final License Agreement entered into by CI Plus TA and any adopter of CI PLUS.

1.3 “**Adopter Beneficiary**” shall have the meaning set forth in Section 11.3.

1.4 “**Adopter Beneficiary Claim**” shall have the meaning set forth in Section 11.3.

1.5 “**Affiliate**” shall mean, with respect to any person or entity, any other person or entity that directly or indirectly Controls, is Controlled by or is under common Control with such person or entity. “Control” means the possession of beneficial ownership of more than fifty percent (50%) of the stock or other similar interest entitled to vote for the election of the Board of Directors or similar managing authority

1.6 “**this Agreement**” shall have the meaning set forth in the preamble to this Agreement.

1.7 “**Business Day**” shall mean any day except a Saturday, Sunday or public holiday in the relevant country.

1.8 “**CI PLUS**” shall have the meaning set forth in the first recital to this Agreement.

1.9 “**CI Plus Content Distributor Agreement**” shall mean this Agreement and any other Interim or Final CI Plus Content Distributor Agreement between Operators / Content Providers and CI Plus TA granting Operators / Content Providers certain rights, including the right to use security maintenance features of the CI Plus system.

- 1.10** “**CI Plus TA**” shall have the meaning set forth in the preamble to this Agreement.
- 1.11** “**Commercial Advertising Messages**” shall mean, with respect to any service, Program, or schedule or group of Programs, commercial advertising messages other than (a) advertising relating to such service itself or the programming contained therein, (b) the programming of Content Distributor or any of its Affiliates, or (c) any advertising which is displayed concurrently with the display of any part of such Program(s), including but not limited to “bugs,” “frames” and “banners.”
- 1.12** “**Comparable**” shall mean, when used in connection with a Defined Business Model and an Undefined Business Model, that such Undefined Business Model approximates such Defined Business Model more closely than it approximates any other Defined Business Model.
- 1.13** “**Compliance Rules**” shall mean both the requirements set out in the exhibit entitled “Compliance Rules” and the exhibit entitled “Robustness Rules” to each Adopter Agreement, as such exhibits may be revised by CI Plus TA from time to time in accordance with Section 3.7 hereof.
- 1.14** “**Conditional Access Delivery**” shall mean any delivery of a service, Program, or schedule or group of Programs via a commercially adopted access control method. Without limitation, “Conditional Access Delivery” includes a Pay Television Transmission; Pay-Per-View; Video-on-Demand; Subscription-on-Demand; Non-Premium Subscription Television and Free Conditional Access Delivery. Notwithstanding the foregoing, “Conditional Access Delivery” does not include any service, Program, or schedule or group of Programs, that is a further transmission of a broadcast transmission (i.e., an over-the-air transmission for reception by the general public using radio frequencies allocated for that purpose) that, substantially simultaneously, is made by a terrestrial television broadcast station located within the country or territory in which the entity further transmitting such broadcast transmission also is located, where such broadcast transmission is not subject to a commercially adopted access control method (e.g., is broadcast in the clear and supported by advertising revenues or government-mandated fees, without any other charge to members of the public receiving such broadcasts), regardless of whether such entity subjects such further transmission to an access control method. Notwithstanding the foregoing, Conditional Access Delivery shall include any service, Program, or schedule or group of Programs, that both (a) was primarily authored in a format with a resolution equal to or greater than 1000i or 700p (“High Definition”) and (b) is transmitted via a commercially adopted access control method in High Definition, provided that such service, Program, or schedule or group of Programs, is not, substantially simultaneously, transmitted in High Definition by a terrestrial broadcast station located within the same country or territory, where such broadcast transmission is not subject to a commercially adopted access control method.
- 1.15** “**Confidentiality Agreement**” shall have the meaning set forth in Section 7.0.

- 1.16** “**Content Distributor**” shall have the meaning set forth in the preamble to this Agreement.
- 1.17** “**Content Distributor User Group**” shall have the meaning set forth in Section 3.1.
- 1.18** “**Content Provider**” means any video programming provider of copyrighted works for transition to Licensed Products and the copyright owners of such work.
- 1.19** “**Controlled Content**” means content that has been transmitted from the head end with either of (a) the Encryption Mode Indicator (“EMI”) bits set to a value other than zero, zero (0,0), or (b) the EMI bits set to a value of zero, zero (0,0), but with the RCT value set to one (1).
- 1.20** “**Defendant**” shall have the meaning set forth in Sections 3.4. and 11.3.
- 1.21** “**Defined Business Model**” shall mean Video-on-Demand, Pay-Per View, Pay Television Transmission, Subscription-on-Demand, Non-Premium Subscription Television, or Free Conditional Access Delivery.
- 1.22** “**Effective Adopter Agreements**” shall have the meaning set forth in Section 3.6.2.
- 1.23** “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.
- 1.24** “**Eligible Content**” shall have the meaning set forth in Section 3.2.
- 1.25** “**Eligible Content Distributor**” shall have the meaning set forth in Section 3.2.
- 1.26** “**EPN**” shall mean the encoding method known as “Encryption plus Non-Assertion” that indicates that Controlled Content is to be protected using CI PLUS but that copy control restrictions are not being asserted with respect to such content.
- 1.27** “**Exhibition**” shall include the display of a Program on a television receiver, computer screen, monitor or other device.
- 1.28** “**Fees**” shall have the meaning set forth in Section 4.1.
- 1.29** “**Fellow Content Distributor**” shall mean Content Distributor and any other provider of Controlled Content that has entered into a CI Plus Content Distributor Agreement.
- 1.30** “**Final License Agreement**” means an agreement issued and identified by CI Plus TA as a successor form of agreement to the CI Plus Device Interim License Agreement.
- 1.31** “**Form Adopter Agreement**” shall mean the version of the form of CI Plus Device Interim License Agreement that is appended hereto as Exhibit C and as modified by CI Plus TA from time to time.

- 1.32** “**Free Conditional Access Delivery**” shall mean a Conditional Access Delivery, as to which viewers are not charged any fee (other than government-mandated fees) for the reception or viewing of the programming contained therein.
- 1.33** “**Host**” means CI Plus host as defined in Specification.
- 1.34** “**Host Certificate**” shall have the meaning ascribed to in the Specification.
- 1.35** “**Key or Keys**” means MDQ and HDQ as described in the Specifications, other than such keys delivered as Test Technology, that are made available only by, or at the direction of and under license by, CI Plus TA.
- 1.36** “**Licensed Component**” shall have the meaning set forth in the Adopter Agreement.
- 1.37** “**Licensed Product**” shall have the meaning set forth in the Adopter Agreement.
- 1.38** “**Licensee**” shall mean any entity that has executed an Adopter Agreement with CI Plus TA and delivered it to CI Plus TA or its designee, and shall include any Affiliate of such entity.
- 1.39** “**Material Breach**” means a breach of the Adopter Agreement which has resulted in or is likely to result in commercially significant harm to Operators or Content Providers, or constitutes a threat to the integrity or security of CI PLUS. A series of related events shall constitute a single Material Breach.
- 1.40** “**Member**” means a member of CI Plus LLP.
- 1.41** “**Module**” or “**CICAM**” means CI Plus module as defined in Specification.
- 1.42** “**Necessary Claims**” means claims of patents that are necessarily infringed by any portion of any product, including software or firmware or a component thereof, or any service that in each case is made or rendered pursuant to and compliant with Adopter Agreement. As used in this definition, the term “necessarily infringed” means that (a) such claim reads on the Specifications, Production Credentials and Test Technology and (b) there are no commercially reasonable alternatives for complying with such portion(s) of the Specifications, Production Credentials and Test Technology that do not infringe such claim. For purposes of clarification, “Necessary Claims” shall not include any claims: (1) that are not necessary (i.e., for which there are commercially reasonable alternatives that do not infringe such claims) to make, have made, sell, offer to sell, use (including, for avoidance for doubt, lease) and import Licensed Products or Licensed Component (as applicable to the activities Licensee is permitted to do under Adopter Agreement), in compliance with the Specifications, Production Credentials and Test Technology; (2) that, if licensed, would require a payment by the licensor to any third party that is not an Affiliate of such licensor; or (3) which relate to any technology which is not itself disclosed with particularity in the Specifications, Production Credentials and Test Technology (even though such technology, standard or product

may otherwise be mentioned or required by the Specifications, Production Credentials and Test Technology).

- 1.43** “**Non-Premium Subscription Television**” shall mean a Conditional Access Delivery of a service, or schedule or group of Programs (which may be offered for sale together with other services, or schedule or group of Programs), for which subscribers are charged a subscription fee for the reception or viewing of the programming contained therein, other than Pay Television and Subscription-on-Demand. By way of example, “basic cable service” and “extended basic cable service” in the United States (other than such programming contained therein that does not fall within the definition of Conditional Access Delivery) are “Non-Premium Subscription Television.”
- 1.44** “**Operative Protection Agreements**” shall have the meaning set forth in Section 3.6.2.
- 1.45** “**Operator**” means any party that controls the distribution of audio video or data services on a digital television distribution network that may be received by a Host or processed by a Module and that has signed the CI Plus Content Distributor Agreement.
- 1.46** “**Party**” shall mean a party to this Agreement.
- 1.47** “**Pay-Per-View**” shall mean a delivery of a single Program or a specified group of Programs, as to which each such single Program is generally uninterrupted by Commercial Advertising Messages and for which recipients are charged a separate fee for each Program or specified group of Programs. The term “Pay-Per-View” shall also include delivery of a single Program as described above for which multiple start times are made available at time intervals which are less than the running time of such Program as a whole. If a given delivery qualifies both as Pay-Per-View and a Pay Television Transmission, then, for purposes of this Agreement, such delivery shall be deemed Pay-Per-View rather than a Pay Television Transmission.
- 1.48** “**Pay Television Transmission**” shall mean a transmission of a service or schedule of Programs, as to which each individual Program is generally uninterrupted by Commercial Advertising Messages and for which service or schedule of Programs subscribing viewers are charged a periodic subscription fee, such as on a monthly basis, for the reception of such programming delivered by such service whether separately or together with other services or programming, during the specified viewing period covered by such fee. If a given delivery qualifies both as a Pay Television Transmission and Pay-Per-View, Video-on-Demand, or Subscription-on-Demand then, for purposes of this Agreement, such delivery shall be deemed Pay-Per-View, Video-on-Demand or Subscription-on-Demand rather than a Pay Television Transmission.
- 1.49** “**Production Credentials**” mean set of documents titled “Production Credentials” containing constants and ciphers and provided to Licensees in accordance with Adopter Agreement.
- 1.50** “**Program**” shall mean any work that is transmitted as Controlled Content.

- 1.51** “**Proprietary Information**” shall mean any and all information relating to CI PLUS or the Specification or CI Plus TA’s or any Member’s business with respect to CI PLUS, made available to Content Distributor by CI Plus TA or its designee or representative, a Member, by any Fellow Content Distributor or Licensee during the term of this Agreement, including specifications, software, hardware, firmware, documentation, designs, flow charts, technical data, outlines, blueprints, notes, drawings, prototypes, templates, systems, manuals, know-how, processes and methods of operation, trade secrets, business plans, strategies, concepts, research, data bases, client or customer lists, financial data, other proprietary or confidential data or information that relates to CI Plus TA’s or a Member’s past, present or future research, development or business activities. [In no event does “Proprietary Information” include “copy control information”, codes, tags, flags or other indicia or signifiers included in Controlled Content.]
- 1.52** “**Qualified Operator**” shall mean an Operator which is an Eligible Content Distributor which has annual sales in its immediately preceding three consecutive fiscal years from distribution of digital content of more than EURO 100 million, and distributes content in commercial quantities as Controlled Content.
- 1.53** “**Qualified Content Provider**” shall mean a Content Provider which is an Eligible Content Distributor which has annual sales in immediately preceding three consecutive fiscal years from production and licensing of digital content of more than EURO 100 million, and licenses digital content for distribution in commercial quantities as Controlled Content.
- 1.54** “**Revocation**” or “**Revoked**” shall have the meaning set forth in Section 6.3.
- 1.55** “**Revocation Criteria**” shall have the meaning set forth in Section 6.3.3.
- 1.56** “**Revocation Information**” shall mean information distributed to Operators by or under the direction of CI Plus TA for purposes of distributing such information with Controlled Content in order to (i) revoke one or more Host Certificates or (ii) rescind the Revocation of one or more Host Certificates.
- 1.57** “**Robustness Rules**” shall mean the requirements set out in the exhibit entitled “Robustness Rules” to each Adopter Agreement, as such exhibit may be revised by CI Plus TA from time to time in accordance with Section 3.7 hereof.
- 1.58** “**Specification**” means the specifications titled (a) “CI Plus Specification - Content Security Extensions to the Common Interface” version 1.3.1 which is publicly available at no charge at URL, (b) “CI Plus License Specification for Host Manufacturers” version 1.8, and (c) “CI Plus License Specification for CICAM Manufacturers” version 1.8, as they may be amended from time to time in accordance with Section 3.7.
- 1.59** “**Subscription-on-Demand**” shall mean the delivery of a single Program or a specified

group of Programs for which (i) a subscriber is able, at his or her discretion, to select the time for commencement of Exhibition thereof; (ii) where each such single Program is generally uninterrupted by Commercial Advertising Messages; and (iii) for which Program or specified group of Programs subscribing viewers are charged a periodic subscription fee for the reception of programming delivered by such service during the specified viewing period covered by the fee. In the event a given delivery of a Program qualifies both as a Pay Television Transmission and Subscription-on-Demand, then for purposes of this Agreement, such delivery shall be deemed Subscription-on-Demand rather than a Pay Television Transmission.

- 1.60** “**Test Technology**” means set of files titled “Test Technology” containing constants, ciphers, test keys and test device digital certificates and are provided to Licensees in accordance with Adopter Agreement.
- 1.61** “**Third-Party Beneficiary**” shall have the meaning set forth in section 3.4.1.
- 1.62** “**Third Party Beneficiary Claim**” shall have the meaning set forth in Section 3.4.
- 1.63** “**Undefined Business Model**” shall have the meaning set forth in Section 5.2.
- 1.64** “**URL**” means <http://www.ci-plus.com> which may be changed from time to time as announced by CI Plus TA.
- 1.65** “**Video-on-Demand**” shall mean a delivery of a single Program or a specified group of Programs for which (i) each such individual Program is generally uninterrupted by Commercial Advertising Messages; (ii) recipients are charged a separate fee for each such single Program or specified group of Programs; and (iii) a recipient is able, at his or her discretion, to select the time for commencement of Exhibition of such individual Program or specified group of Programs. In the event a delivery qualifies as both Video-on-Demand and a Pay Television Transmission, then for purposes of this Agreement, such delivery shall be deemed Video-on-Demand.
- 1.66** “**Yearly Renewal Fee**” shall have the meaning set forth in Section 4.1.

2.0 INTERPRETATION

The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

3.0 RIGHTS GRANTED TO CONTENT DISTRIBUTOR

- 3.1 Content Distributor User Group.** Consistent with the provisions of Section 3.7 addressing material changes in protection or rights, Content Distributor shall have the right to participate in a user group consisting of all Fellow Content Distributors that choose to become a member of such group (the “Content Distributor User Group”). In

the event that Content Distributor elects to become a member of the Content Distributor User Group, it shall so notify CI Plus TA. Content Distributor may, by notice to CI Plus TA, change its status as a member or non-member of the Content Distributor User Group. Upon request of the Members, or a majority of the members of the Content Distributors User Group, CI Plus TA shall undertake to have the Members meet with, and take into account the views expressed by, the Content Distributor User Group with respect to (a) the Compliance Rules as of the Effective Date, (b) any future technical or other amendments thereto, and (c) such other matters relating to CI PLUS as CI Plus TA and those of the Content Distributor User Group may agree to discuss. Topics to be discussed shall be mutually agreed by those persons, and agreement shall not be unreasonably withheld by any person.

3.2 Rights for Eligible Content Distributors. At any time during the term of this Agreement, Content Distributor shall be deemed an “Eligible Content Distributor” and, as such, shall be entitled to the rights set out in Sections 3.3, 3.4, 3.5 and 3.7, if Content Distributor at such time (a) causes or permits distribution or transmission of its Controlled Content in commercial quantities, or via mass distribution channels, including but not limited to terrestrial or satellite or cable transmission, to the general public in a form that would, in the course of reception and decryption up to and including the recording, display or other performance of such Controlled Content, use a host-CICAM interface protected by CI PLUS (“Eligible Content”) and (b) (i) is not wilfully in material breach of any term or condition of this Agreement, and (ii) is not otherwise in material breach of any term or condition of this Agreement, which breach has not been cured, or is not capable of cure, no later than thirty (30) days after Content Distributor’s receipt of notice thereof by CI Plus TA or any Licensee. Notwithstanding the above, only a Qualified Operator or a Qualified Content Provider shall be entitled to seek damages pursuant to the terms of Section 3.4.

3.3 Right to Seek Revocation. For so long as Content Distributor is an Eligible Content Distributor, it shall have the right to seek Revocation of a Host Certificate pursuant to the terms of Section 6.3.

3.4 Content Distributor Third-Party-Beneficiary Rights.

3.4.1 “Third Party Beneficiaries” are, (a) with respect to injunctive relief as set out in Section 3.4.4.2(i), Eligible Content Distributor, together with any Fellow Content Distributor(s) that is (or are) Eligible Content Distributor(s) under their respective CI Plus Content Distributor Agreement(s); and (b) with respect to damages as set out in Section 3.4.4.2(ii), Qualified Operator or Qualified Content Provider, together with any Fellow Content Distributor(s) that is (or are) Qualified Operator(s) or Qualified Content Provider(s) under their respective CI Plus Content Distributor Agreement(s).

3.4.2 Third Party Beneficiaries shall be entitled to bring such claims (“Third Party Beneficiary Claim”) against Licensee as arise from Licensee’s Material Breach of Adopter Agreement, in accordance with the procedure set forth in Section 3.4.4 below. Such entitlement shall be subject to the limits and to the full satisfaction of the relevant conditions set out in the version of the Form Adoption Agreement currently in force.

3.4.3 For the avoidance of doubt, Third Party Beneficiaries shall have the right to initiate Revocation procedures pursuant to Section 6.3.4 concurrently with a Third Party Beneficiary Claim if any of the Revocation Criteria has been met.

3.4.4 Rules and Procedures for the Third Party Beneficiary Claim

3.4.4.1 Warning before bringing a claim.

Prior to bringing a Third Party Beneficiary Claim for a Material Breach, Third Party Beneficiary must send a notice of Material Breach to CI Plus TA specifying the breach by a Licensee. CI Plus TA shall assist Third Party Beneficiary in identifying such Licensee.

(a) If a Licensee has committed a Material Breach, Third Party Beneficiary shall provide notice to Licensee of Material Breach and a reasonable opportunity to cure such Material Breach no later than 30 (thirty) Business Days after receipt of such notice or longer period as reasonably determined by Third Party Beneficiary. If Licensee fails to acknowledge receipt of the notice of breach within five (5) Business Days or fails to cure such breach within thirty (30) Business Days after receipt of the notice of breach, Third Party Beneficiary may file a Third Party Beneficiary Claim against Licensee for damages.

(b) Notwithstanding (a) above, if a Licensee has engaged in a pattern of Material Breach, Third Party Beneficiary may choose to immediately bring a Third Party Beneficiary Claim against Licensees without providing notice to the Licensee.

In the event a Material Breach occurs, CI Plus TA, if notified of such breach, shall inform Content Distributors User Group of such breach no later than five (5) Business Days of notice of the breach.

3.4.4.2 Available Remedies. Third Party Beneficiary shall forthwith provide CI Plus TA with a notice of the actual filing of any Third Party Beneficiary Claims, and shall, at CI Plus TA's request, provide copies of material documents to be filed in connection with Third Party Beneficiary's initiation or pursuit of such Third Party Beneficiary Claim. Third Party Beneficiary's rights under Third Party Beneficiary Claim will be limited to:

(i) seeking injunctive relief against a Material Breach; and

(ii) Monetary damages for a Material Breach which shall be the smallest of (a) the total subscription fee the affected Qualified Operators earned from the affected services, (b) damages Licensee is liable for under section 16.6 of Adopter Agreement, or (c) total of subscription fees affected Qualified Operators failed to collect as a result of product in breach of Adopter Agreement..

3.4.4.3 Attorney's fee. Reasonable attorneys' fees shall be awarded to the prevailing party of each Third Party Beneficiary claim.

3.4.4.4. Joining Third Party Beneficiary Claims. Upon receipt of any notice of a Third Party Beneficiary Claim against a Licensee ("Defendant"), CI Plus TA shall provide timely notice to all members of the Content Distributor User Group (as defined in Clause 3.2). No later than sixty (60) sixty days after such notice, each Third Party Beneficiary shall

elect whether to join the Third Party Beneficiary Claim and, if it wishes to join the Third Party Beneficiary Claim, shall within that period provide notice to CI Plus TA of intent to join such Third Party Beneficiary Claim. Each Third Party Beneficiary shall make its own decision on whether to join the Third Party Beneficiary Claim or not. The failure by a particular Third Party Beneficiary to provide such notice to CI Plus TA within the allotted sixty (60) day period shall mean that such Third Party Beneficiary shall not be a Third Party Beneficiary with respect to all contract claims it may have against Defendant arising out of the alleged breach asserted pursuant to the notified Third Party Beneficiary Claim. The Third Party Beneficiary initiating a Third Party Beneficiary Claim shall support, and CI Plus shall use reasonable endeavours to procure that Defendant shall not object to, any motion by another Third Party Beneficiary to so join, provided the motion is initiated within the sixty (60) day period following notice by CI Plus TA of the Third Party Beneficiary Claim. Judgement entered upon such Third Party Beneficiary Claims shall be binding on all Third Party Beneficiaries, who received notice from CI Plus TA as if they had joined such Third Party Beneficiary Claim. Neither Third Party Beneficiary's failure to notify and consult with CI Plus TA, nor CI Plus TA's failure to give notice to any Third Party Beneficiary in accordance with these Third Party Beneficiary Claim procedures shall be a defence to any Third Party Beneficiary Claim or grounds for a request to delay the granting of preliminary relief requested. Notwithstanding any of the above, if CI Plus fails to give notice of a claim to Third Party Beneficiaries, that are members of the Content Distributor User Group, then any Third Party Beneficiaries who were not notified will be able to bring their own claims.

3.4.4.5. Pursuit of Third Party Beneficiary Claims. Third Party Beneficiary shall have no right to initiate or continue any action in pursuit of a Third Party Beneficiary Claim that: (a) amends any material term of any CI Plus TA's agreements; or (b) has an adverse effect on the integrity and/or security of CI Plus TA, unless CI Plus TA has provided prior written consent thereto.

3.4.4.6. No Limitations of Remedies. Third Party Beneficiary's exercise of its right to be a third party beneficiary under this section 3.4 shall not constitute an election against any statutory or other non-contractual remedy against a Licensee which may be available to such Third Party Beneficiary for the same act that gave rise to the Third Party Beneficiary Claim.

3.5 Enforcement Actions. For so long as Content Distributor is an Eligible Content Distributor, (i) it shall have the right to communicate with CI Plus TA with respect to the status of enforcement actions that are brought by CI Plus TA to enforce an Licensee's compliance with its Adopter Agreement and that may reasonably affect Content Distributor's Eligible Content and (ii) CI Plus TA shall respond in a reasonably timely fashion to inquiries from Content Distributor with respect to such enforcement actions, subject in each case to any confidentiality obligations that may apply under any Adopter Agreement.

3.6 Documents Relating to CI PLUS.

3.6.1 Effective Documents. CI Plus TA represents that, as of the Effective Date, the following documents are the only documents establishing the rights and obligations of Licensees with respect to CI PLUS:

- (i). Adopter Agreements, including their attachments and documents incorporated therein by reference; (ii) The Specification; (iii) Test Technology; (iv) Production Credentials; (v) Other interpretive and clarifying documents relating to the licensing of CI PLUS posted on the website of CI Plus TA as of the Effective Date, including by way of example and not limitation, policy statements of CI Plus TA, side-letters with certain Licensees, and clarifications of the Adopter Agreements;
- (vi) The CI Plus Content Distributor Agreements (with respect to such third-party beneficiary rights as are granted Licensees thereunder)

CI Plus TA further represents that all Adopter Agreements entered into after the Effective Date shall be substantially in the form of the Form Adopter Agreement, provided, however, that such Form Adopter Agreement may be amended from time to time in accordance with Section 3.7.

3.6.2 Consistency with Form Adopter Agreement. CI Plus TA further represents that (i) the Adopter Agreements in effect as of the Effective Date (the “Effective Adopter Agreements”), together with all other documents described in Section 3.6.1 in effect as of the Effective Date (collectively, the “Operative Protection Agreements”) are as described in Section 3.6.1, and (ii) there are no oral or written amendments or understandings with any Licensee varying or modifying such Effective Adopter Agreements or other Operative Protection Agreements. For the avoidance of doubt, nothing in this Section 3.6.2 or elsewhere in this Agreement shall be construed as imposing on Content Distributor any acceptance of, or agreement with respect to, liquidated damages except as provided in Section 11.2. Content Distributor may review the Operative Protection Agreements upon reasonable notice to CI Plus TA.

3.7 Material Changes in Protection or Rights. CI Plus TA may make changes to the Operative Protection Agreements or the Form Adopter Agreement, or issue, execute or amend such other documents, only in accordance with the following provisions:

- (a) CI Plus TA shall provide reasonable advance written notice to all members of the Content Distributor User Group of, and identify with specificity, any proposed change, addition or supplement to either (x) interim or final versions of the Content Distributor or Adopter Agreements, or (y) Specification. For purposes of this Agreement, each of the items as to which Content Distributor is to receive advance written notice as described in this sub-section 3.7(a), is a “CI Plus Proposed Action.”
- (b) Except as otherwise expressly provided in this Section 3.7, for so long as Content Distributor is an Eligible Content Distributor, it shall have the right, either on its own or with one or more Fellow Content Distributors that are each an Eligible Content Distributor under its CI Plus Content Distributor Agreement, to file a written objection to any CI Plus Proposed Action that it believes would have a material and adverse effect

on the integrity or security of CI PLUS, or the operation of CI PLUS with respect to protecting Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of Content Distributor with respect to CI PLUS. Any such objection shall set forth with specificity the alleged material and adverse effects on the integrity or security of CI PLUS, or the operation of CI PLUS with respect to protecting Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of Content Distributor with respect to CI PLUS, and shall be delivered to CI Plus TA no later than fifteen (15) Business Days after the date of notice by CI Plus TA pursuant to Section 3.7(a) at the address specified in Section 12.7 of this Agreement.

- (c) CI Plus TA agrees to consider any such objection given pursuant to Section 3.7(b) in good faith. If CI Plus TA rejects such objection, it shall provide prompt written notice thereof to Content Distributor and any Fellow Content Distributors that filed a written objection explaining, with specificity, the reasons for such rejection and why the action would not be material or have an adverse effect, including the benefits that would be afforded by the CI Plus Proposed Action. CI Plus TA agrees not to implement any disputed changes without issuing any notice of rejection of objection. Absent delivery to CI Plus TA of written objection from one or more Fellow Content Distributors pursuant to Section 3.7(b), CI Plus TA may take the applicable CI Plus Proposed Action.
- (d) If (x) Content Distributor is an Eligible Content Distributor and has objected to a CI Plus Proposed Action pursuant to Section 3.7(b), (y) Content Distributor is joined by other Fellow Content Distributors that are Eligible Content Distributors under each of their CI Plus Content Distributor Agreements, which, together with Content Distributor, constitute a majority of Content Distributor User Group members, and (z) such majority continues to object to the CI Plus Proposed Action notwithstanding communication with CI Plus TA pursuant to this Section 3.7, then Content Distributor and such Fellow Content Distributors (the “Arbitrating Content Distributors”) shall have the right, no later than thirty (30) days after receipt of CI Plus TA’s rejection of such objection pursuant to Section 3.7(c), to initiate an arbitration by service of a written notice on CI Plus TA demanding that such arbitration takes place in accordance with the provisions of this Section 3.7(e).

(i) In such arbitration, the Arbitrating Content Distributors shall have the burden of demonstrating, based on the preponderance of evidence, that the CI Plus Proposed Action is material and adversely affects the integrity or security of CI PLUS, or the operation of CI PLUS with respect to protecting Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of the Arbitrating Content Distributors with respect to CI PLUS (for purposes of this Section 3.7, “material and adverse”). Notwithstanding the above, the arbitrator(s) may, in his, her or their discretion take into consideration the cumulative effect of multiple related changes made within the two (2) year period immediately preceding CI Plus TA’s notice given under section 3.7(a) that are not material and adverse when considered in isolation, provided that in any such consideration the arbitrator(s) afford(s) countervailing weight to any changes made within the said two (2) year period, whether related or not, that have had or, when implemented, will have a beneficial effect on the

integrity or security of CI PLUS or the operation of CI PLUS with respect to protecting Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of Content Distributors with respect to CI PLUS.

(ii) Where the Arbitrating Content Distributors have the burden of demonstrating that the CI Plus Proposed Action is material and adverse, if they have carried such burden, then CI Plus TA may not take the CI Plus Proposed Action unless CI Plus TA demonstrates, based on the preponderance of evidence, that the CI Plus Proposed Action is necessary and such necessity outweighs the effect the CI Plus Proposed Action has on the integrity, security or operation of CI PLUS with respect to protecting Controlled Content.

(iii) There shall be a sole arbitrator, who shall be selected by CI Plus TA and the Arbitrating Content Distributors (collectively, the “Arbitrating Parties”) from the International Chamber of Commerce no later than fourteen (14) days after the initiation of arbitration; provided, however, that in the event the Arbitrating Parties cannot agree on a sole arbitrator within such fourteen (14)-day period, CI Plus TA, on the one hand, and the Arbitrating Content Distributors, on the other, shall each, promptly afterwards, select one arbitrator from the International Chamber of Commerce and those two (2) arbitrators shall jointly select a third arbitrator from the International Chamber of Commerce, who shall serve as the presiding arbitrator and chairperson (with a casting vote) of such arbitration. Arbitrating Parties shall not unreasonably delay selection of their chosen arbitrator.

(iv) The Arbitrating Content Distributors, on the one hand, and CI Plus TA, on the other, shall, during the course of the arbitration, share equally the costs of arbitration set forth in Section 3.7(e)(vi)(F), provided, however, that the arbitrator(s) shall award the prevailing party or parties all of its or their costs and expenses which shall be forthwith paid by the other party(ies) to the prevailing party(ies), other than attorneys’ fees and expenses. In addition, if the arbitrator(s) find(s) that either CI Plus TA or the Arbitrating Content Distributors has or have advanced its or their position in bad faith or frivolously, he, she or they shall order such party or parties to reimburse the other party or parties for its or their reasonable attorneys’ fees and expenses.

(v) The arbitrator(s) is (are) empowered solely to determine whether or not (1) the Arbitrating Content Distributors have carried their burden of demonstrating that a CI Plus Proposed Action is material and adverse, or (2) CI Plus TA has carried its burden of demonstrating that the necessity for the CI Plus Proposed Action outweighs the effect on Controlled Content.

(vi) The arbitration specified in this Section 3.7(e) shall be conducted in accordance with the following provisions:

(A) The arbitration shall be conducted in England, United Kingdom, in accordance with the Arbitral rules of the International Chamber of Commerce. The language of the arbitration shall be English.

(B) The arbitrator(s) may conduct the arbitration in such manner as he, she or they shall deem appropriate, including the imposition of time limits that he, she or they consider(s) reasonable for each phase of the proceeding, but with due regard for the need to act, and make a final determination, in an expeditious manner. The arbitrator(s) shall set a schedule to endeavour to complete the arbitration no later than one (1) month after its start.

(C) The arbitrator(s) shall permit and facilitate such limited discovery as he, she or they shall determine is reasonably necessary, taking into account the needs of the Arbitrating Parties and the desirability of making discovery as expeditious and cost-effective as possible, recognizing the need to discover relevant information and that only one party may have such information.

(D) The Arbitrating Parties and the arbitrator(s) shall treat the arbitration proceedings, any related discovery, documents and other evidence submitted to, and the decision of, the arbitrator(s) as Confidential Information. In addition, and as necessary, the arbitrator(s) may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed in discovery or otherwise during the arbitration.

(E) Any decision by the arbitrator(s) shall be final and binding on the Arbitrating Parties, except that whether the arbitrator(s) exceeded his, her or their authority, as specifically described in this Agreement, shall be fully reviewable by a court of competent jurisdiction. Judgment upon any award shall be entered in a court of competent jurisdiction.

(F) The arbitrator(s) shall be compensated at his, her or their hourly rates, determined at the time of appointment, for all time spent in connection with the and shall be reimbursed for reasonable travel and other expenses.

- (e) If (i) no arbitration has been initiated with respect to the CI Plus Proposed Action pursuant to Section 3.7(e); or (ii) the arbitrator(s) determine(s) that the Arbitrating Content Distributors have not carried their burden of demonstrating that the CI Plus Proposed Action is material and adverse or CI Plus TA has carried its burden of demonstrating that the necessity for the CI Plus Proposed Action outweighs the effect on Controlled Content, then CI Plus TA may take the CI Plus Proposed Action, and such action may be effective, according to its terms, thirty (30) days after the date of CI Plus TA's rejection pursuant to Section 3.7(c) or such final determination of the arbitrator(s).
- (f) In the event that the inability to take the CI Plus Proposed Action exposes CI Plus TA or Members to potential legal liabilities based on a claim of infringement which cannot practically be avoided except by taking the CI Plus Proposed Action, and the Arbitrating Content Distributors nonetheless continue to object to the CI Plus Proposed Action, CI Plus TA and the Arbitrating Content Distributors shall discuss in good faith whether and in what circumstances CI Plus TA can continue this Agreement, taking into account considerations, including (x) Arbitrating Content Distributors' and other content owners' willingness and ability to indemnify CI Plus TA, the Members and their respective Affiliates with respect to such claim and (y) other costs and liabilities to CI Plus TA or Members. If, after such discussions, the Arbitrating Content Distributors and CI Plus TA are unable to agree on the circumstances in which CI Plus TA would be willing to continue to this Agreement, CI Plus TA may terminate forthwith or upon notice this Agreement and any other license agreement relating to CI PLUS.

3.8 New Circumstances. The Parties acknowledge that the Robustness Rules impose certain obligations on Licensees in the event of New Circumstances (as defined in the

Robustness Rules). Content Distributor may notify CI Plus TA of information regarding any circumstances that Content Distributor believes in good faith constitute New Circumstances with respect to one or more Licensees, and CI Plus TA shall make such information available to the relevant Licensees.

4.0 ADMINISTRATION FEES

4.1 Administration Fee. In consideration of the rights granted hereunder, Content Distributor shall pay CI Plus TA a non-refundable sum in the amount of (a) “Administration Fee” set out in EXHIBIT A (Fee Schedule) no later than thirty (30) days after the Effective Date, and (b) “Yearly Renewal Fee” set out in EXHIBIT A on each anniversary of the Effective Date. Content Distributor shall not be entitled to refunds thereof for any reason. (“Administration Fee” and “Yearly Renewal Fee” shall be hereinafter collectively referred to as “Fees”).

4.2 Change in Fees. Fees may be modified annually by CI Plus TA and CI Plus TA may make any such modification effective on January 1st of the following year, provided that (a) such modification shall be made in fair, reasonable and non-discriminatory way and (b) CI Plus TA shall notify Content Distributor of the detail of such modification by December 1st of the current year. In case of CI Plus TA’s failure to perform such notification, such modification shall be ineffective.

4.2.1 Any increase in Fees shall not exceed an amount which is commensurate with any increase in CI Plus TA’s operational cost including the cost of inflation. CI Plus TA shall use commercially reasonable efforts to reduce the Fees where costs decrease.

4.2.2 Without limiting other terms of Section 4.2, on December 31, 2012 and every third anniversary thereof, CI Plus TA may, at its option, adjust any or all of the Fees for inflation based on the change in the Harmonized Indices of Consumer Prices (HICP) of Euro Principal European Economic Indicators from January of three years prior thereto to December of the then current year. CI Plus TA may make any such adjustment effective on January 1st of the following year. Adjustments under this Section 4.2.2 and modifications under Sections 4.2.1 shall be independent of one another, and not mutually exclusive.

4.3 Applicable taxes. Fees are exclusive of all applicable taxes and in particular do not include any national, state or local sales, use, value added or other taxes, customs, duties, or similar tariffs which CI Plus TA may be required to pay or collect upon granting the rights and licenses hereunder or upon collection of the Fees. Content Distributor agrees to pay and bear the liability for all such applicable taxes, including but not limited to sales, use, value added or other taxes and all customs, duties, or governmental impositions. Should any tax or levy be made, Content Distributor agrees to pay such tax or levy and indemnify CI Plus TA for any claim made by the authorities for such tax or levy demanded. Further if tax law requires that Content Distributor should deduct any applicable taxes from the amounts due to CI Plus TA in accordance with this Agreement, then such deduction may only be made strictly in accordance with

the requirements of such tax law. In such a case the amount due to CI Plus TA as specified in this Agreement will be enlarged so that the net amount obtained by CI Plus TA shall be equal to the amount foreseen under this Agreement.

5.0 ENCODING RULES

5.1 Encoding Rules. Capitalized terms used in this Section 5.1 and not otherwise defined in this Agreement shall have the meaning given to such terms in the Compliance Rules to the Form Adopter Agreement.

5.1.1 Content Distributor shall not encode, or direct to be encoded, using CI PLUS, Controlled Content so as to prevent or limit copying or re-transmission thereof in Licensed Products except as follows, and in any case to no more strict encoding rule than available to non-CI+ devices within the same distribution network.

(i) COPY NEVER

Controlled Content delivered as follows may be encoded and transmitted as Copy Never content

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand,
- d) Undefined Business Models that are comparable to any of the foregoing

In the use of Copy Never, Content Distributor shall encode, or direct to be encoded, such content so as to cause the Retention Limit to be set to at least ninety (90) minutes.

(ii) COPY ONE GENERATION

Controlled Content delivered as follows may be encoded and transmitted as Copy One Generation content

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand,
- d) Pay Television transmission
- e) Non-Premium Subscription Television
- f) Free Conditional Access Delivery
- g) Undefined Business Models that are Comparable to any of the foregoing

(iii) EPN

Controlled Content delivered as follows may be encoded and transmitted as EPN content

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand,
- d) Pay Television transmission
- e) Non-Premium Subscription Television
- f) Free Conditional Access Delivery
- g) Undefined Business Models that are Comparable to any of the foregoing

5.1.2 For purposes of this Agreement, to “encode, or direct to be encoded, using CI PLUS” means to cause or direct the inclusion of particular copy control information in Controlled Content as described in the Specification so as to cause CI PLUS (including, for avoidance of doubt, EPN, ICT and DOT) to be used to protect such Controlled Content. For avoidance of doubt, “to encode, or direct to be encoded, using the ICT”, “to encode, or direct to be encoded, using DOT” and “to encode, or direct to be encoded, using EPN” are included in the definition of “to encode, or direct to be encoded, using CI PLUS.”

Content Distributor shall not encode, or direct to be encoded, using ICT, Controlled Content so as to prevent or limit any Licensed Product from outputting such content in High Definition Analog Form, except as follows:

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand,
- d) Pay Television transmission
- e) Non-Premium Subscription Television
- f) Undefined Business Models that are Comparable to any of the foregoing
- g) Or any other Conditional Access Delivery of a Program that had a theatrical release, or was released direct-to-video, and is transmitted or delivered uninterrupted by Commercial Advertising Messages.

For purposes of this Section 5.1.2, to “encode, or direct to be encoded, using ICT” means to direct or cause the setting of ICT so as to cause a Licensed Product that outputs Controlled Content to a High Definition Analogue Output as a Constrained Image.

5.1.3 Use of the “Digital Only Token - DOT”

Content Distributor shall not encode, or direct to be encoded, using DOT, Controlled Content so as to prevent or limit any Licensed Product from outputting video portion of such content in Standard or High Definition Analogue Form, except as follows:

- a) content that is being broadcast before any release to pre-recorded media, where
 - i) such consent to expire 120 days after the start of use of DOT
 - ii) notwithstanding the foregoing, such consent to expire immediately on release of pre-recorded media, unless the DOT is set on the pre-recorded media, and then only during such period that the pre-recorded media is distributed with DOT set, or
- b) Undefined Business Models that are Comparable to any of the foregoing, and
- c) There are no local regulations mandating analogue output for such particular content.

For purposes of this Section 5.1.3, to “encode, or direct to be encoded, using DOT” means to direct or cause the setting of DOT so as to cause a Licensed Product to inhibit the output of both High Definition and Standard Definition Analogue Outputs, as well as to only allow output to protected Digital outputs which ensure that the content will not be further output on High Definition or Standard Definition Analogue Outputs, where permitted by local regulations.

5.1.4 High Definition Analogue Component Output Sunset (Informative)

Licensed Products submitted for approval after August 31st 2012 shall not output video portion of Controlled Content to high definition analogue component outputs. Additionally, Licensed Products manufactured after August 31st 2013 shall cease to output video portion of Controlled Content to high definition analogue component outputs.

5.1.5 The provisions of this Agreement shall not be taken or offered by any party as a waiver or license of any copyright interest or an admission of the existence of infringement (or not) of a copyright interest, but represents a technical accommodation with respect to CI PLUS. Without limiting any term or condition of this Agreement, this Agreement shall not be construed to limit Content Distributor's right to seek to protect Controlled Content through means other than CI PLUS, and the Encoding Rules apply only with respect to the application of CI PLUS.

5.2 Encoding Rules for Different Business Models and Review Proceeding

5.2.1 If Content Distributor desires to encode or direct to be encoded, using CI PLUS, Controlled Content in accordance with any business model for the delivery or transmission of such Controlled Content that Content Distributor believes does not fall within the definitions of any Defined Business Model (an "Undefined Business Model"), then:

(i) Content Distributor, in encoding, or directing to be encoded, using CI PLUS, such Controlled Content, shall comply with the specific Encoding Rules, permitted by Section 5.1, that are applicable to the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model; and

(ii) Content Distributor shall make a good faith attempt to notify CI Plus TA by the date on which Content Distributor makes a public announcement of its determination to implement such business model.

In any event, Content Distributor shall give such notice as soon as practicable after such public announcement and by no later than the date on which such Undefined Business Model is actually implemented; provided that the failure of Content Distributor to provide such notice shall not be deemed to be a breach of this Agreement, unless such failure is a result of Content Distributor not making a good faith attempt to comply with this Section 5.2.1. In all cases, a press release issued by Content Distributor announcing such Undefined Business Model shall suffice to constitute the notice required by this Section 5.2.1.

5.2.2 Any notice provided under Section 5.2.1, other than a press release, shall set forth the Encoding Rules adopted or proposed to be adopted by Content Distributor and which Defined Business Model Content Distributor believes most closely approximates Content Distributor's Undefined Business Model. If the notice provided under Section 5.2.1 is a press release and if such press release does not specify the Encoding Rules adopted by Content Distributor for such business model, Content Distributor shall, as soon as practicable but, in any event, no later than ten (10) Business Days after the

publication of such press release, provide CI Plus TA with a second notice that specifies the Encoding Rules adopted or proposed to be adopted by Content Distributor for such business model; provided that the failure of Content Distributor to provide such notice shall not be deemed to be a breach of this Agreement, unless such failure is a result of Content Distributor not making a good faith attempt to comply with this Section 5.2.2.

5.2.3 For purposes of clarification, a temporary, bona fide trial of a proposed Undefined Business Model shall not be deemed to be a business model as to which notice is required to be given under Section 5.2.1, nor shall it otherwise be deemed to be a breach of any other provision of this Agreement.

5.2.4 Either Party, on its own initiative or after CI Plus TA receives the notice sent pursuant to Section 5.2.1, may notify the other that it desires to meet in order to determine whether Content Distributor has complied with Section 5.2.1(i). Promptly, following such other Party's receipt of such notice requesting such meeting, the Parties shall meet in good faith to attempt to make such determination. CI Plus TA shall keep confidential, and shall not disclose to any third party (other than to the Members and its and their respective agents and representatives, which agents and representatives have agreed in writing, or are otherwise bound by a fiduciary or legal duty, to keep such information confidential) any proprietary business information disclosed by Content Distributor during such meeting that Content Distributor designates in writing as "Confidential," provided, however, that CI Plus TA shall not be precluded from disclosing such information in any arbitration initiated pursuant to Section 5.2.5 or as may otherwise be necessary to enforce its rights under this Agreement, and provided further that such restriction shall not apply if such information becomes generally known to the public or has been disclosed to CI Plus TA by a third party not bound by obligations of confidentiality.

5.2.5 If, after the meetings required by Section 5.2.4, CI Plus TA believes that Content Distributor is proposing to encode or direct to be encoded, or has encoded or directed to be encoded, using CI PLUS, Controlled Content, in a manner that would not comply with the specific Encoding Rules, permitted by Section 5.1, that are applicable to the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model, CI Plus TA's sole remedy shall be to initiate an arbitration in accordance with Sections 3 .7(e) (iii), 3 .7(e) (vi) (except that "Arbitrating Content Distributors" shall be deemed to mean Content Distributor) and this Section 5.2. In such arbitration, Content Distributor shall have the burden of demonstrating, based on the preponderance of evidence, that it is or will be encoding such Controlled Content in compliance with Section 5.2.1, and CI Plus TA shall have the burden of demonstrating, based on the preponderance of evidence, otherwise. In any such arbitration, the arbitrator(s) is (are) empowered solely to determine whether Content Distributor has carried such burden, and if it has not, which specific Encoding Rules should apply to such Controlled Content based upon the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model, or whether CI Plus TA has carried its burden. In no event is any arbitrator, or any court considering mandating arbitration or the enforcement of any decision of any arbitrator, empowered to award

any monetary amount or other relief, except as specifically provided in Section 5.2.6.

- 5.2.6** Each of the parties to the arbitration initiated pursuant to Section 5.2.5 shall bear its own costs and expenses in such arbitration, and otherwise shall share equally the costs of such arbitration. Notwithstanding the immediate preceding sentence and the last sentence of Section 5.2.5, if the arbitrator(s) find(s) that (x) Content Distributor's selection of the Encoding Rules for an Undefined Business Model, based on the specific Encoding Rules that are applicable to the Defined Business Model that most closely approximates such Undefined Business Model, was not bona fide, or was capricious or frivolous, or (y) CI Plus TA's initiation of an arbitration pursuant to Section 5.2.5 was not bona fide, or was capricious or frivolous, then the arbitrator(s) is (are) empowered to award CI Plus TA (in the case of the finding set forth in clause (x)) or Content Distributor (in the case of the finding set forth in clause (y)), such Party's costs and expenses, and reasonable outside legal fees and expenses, incurred in such arbitration.
- 5.2.7** The Parties intend that the issue of which specific Encoding Rules should apply to the transmission or other delivery of Controlled Content pursuant to an Undefined Business Model should be resolved expeditiously. If the date on which Content Distributor notifies CI Plus TA in accordance with Section 5.2.1 is sixty (60) or fewer days prior to Content Distributor's commencement of any such transmission or other delivery, then the Parties shall conduct any meetings, or participate in any arbitration initiated pursuant to Section 5.2.5, on an expedited basis. The Parties shall take all reasonable efforts to have any such arbitration concluded as expeditiously as possible. Without limiting the foregoing, the Parties (x) agree to submit statements providing support for their positions, all supporting documents and witness statements from any witnesses on which they intend to rely no later than ten (10) Business Days after the arbitrator(s) is (are) selected, (y) shall agree on a date for a hearing that is no later than ten (10) Business Days after the date of such submission and (z) shall request the arbitrator(s) to render his, her or their determination no later than ten (10) Business Days after such hearing. If the date on which Content Distributor notifies CI Plus TA in accordance with section 5.2.1 is greater than 60 days before the Content Distributor's commencement of any such transmission or delivery, then the Parties shall conduct any meetings, or participate in any arbitration initiated pursuant to Section 5.2.5 within a reasonable timeframe with final determination not exceeding 3 months after the date of notification.
- 5.2.8** If, in accordance with the good faith meetings required by Section 5.2.4, the Parties agree as to which specific Encoding Rules should apply to such Controlled Content, or if, in an arbitration conducted pursuant to Section 5.2.5, the arbitrator determines that Content Distributor does not or will not comply with the specific Encoding Rules, permitted by Section 5.1, that are applicable to the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model, then Content Distributor shall implement such agreement or so comply with such Encoding Rules as soon as practicable thereafter.

6.0 DENIAL OF SERVICE.

6.1 Nothing in this Agreement shall prevent an Operator from denying service to any individual Module.

6.2 Content Distributor shall not cause denial of service to a Host or Module based on any elements of the Specification using information that is not authorized for such purpose by the CI Plus TA.

Content Distributor shall grant non-discriminatory access to services provided via CI Plus Modules to all certified CI Plus Receivers unless:

a. such receivers have been the subject of revocation under the terms of the Device Interim License Agreement, or any subsequent license agreement between producers of CI Plus receivers and the LLP, or:

b. such receivers do not support any new resources as defined in future specification versions and those new resources are required for delivery of new services by Content Distributor, where such services are (i) significantly higher in value than any of the existing services available as of December 2011, and (ii) approved by CI Plus TA that this 6.2 (ii) may apply. In such case only the affected new services shall be denied, and Content Distributor shall clearly notify the end user that the service is not available.

The rules outlined in Section 6.2 governing non-discriminatory access are based on considerations such as the form factor of the CI Plus connector, supported transport protocols, and the Compliance Rules and Robustness Rules in the current version of the Form Adopter Agreement which currently preclude certain classes of devices from being a compliant CI Plus Host. Any change to either the Specification or any other Operative Protection Agreement that may allow new classes of devices to become compliant CI Plus Hosts, will require, at the request of Content Distributor in accordance with Section 3.1, that the Content Distributor User Group and CI Plus TA renegotiate in good faith the terms of this Section 6.2, if necessary, and in any event will be subject to the procedures set forth in Section 3.7.

6.3 Revocation

6.3.1 Generally. The Specification provides means by which a Host Certificate of certain Licensed Products may be temporarily invalidated, rendering devices unable to exchange data via CI PLUS with Licensed Products (generally, “Revocation” or “Revoked”).

6.3.2 Provision of Revocation Information. CI Plus TA shall notify Content Distributor in the event that CI Plus TA plans to Revoke or rescind a Revocation of a Host Certificate and deliver or cause to be delivered to Operator Revocation Information for use in connection with such Revocation or rescission of Revocation.

6.3.3 Criteria for Revocation of devices. If one or more of the following Criteria (“Revocation Criteria”) is or are met, CI Plus TA may invoke Revocation against Licensed Products at its own initiative, or Eligible Content Distributor may request

Revocation pursuant to the procedures in section 6.3.4 below :

- (a) A Key has been cloned such that the same key is found in more than one device;
- (b) A Key has been lost, stolen, intercepted or otherwise misdirected, or made public ;
- (c) CI Plus TA is required to implement Revocation by law, competent court order or competent governmental authority, but only within the relevant jurisdiction of such governmental authority. For purposes of the foregoing, CI Plus TA shall be entitled, but not required, to appeal any such order, whether contained in a final judgment, interlocutory decree, or temporary or permanent injunction.

6.3.4 Procedures for Revocation. The procedures set out in Exhibit D shall govern Revocation thereof. Such procedures provide for notice and review of CI Plus TA decisions and/or actions regarding Revocation where requested.

6.3.5 Remedies with Respect to Revocation Content Distributor's sole recourse with respect to Revocation shall be the objection and arbitration procedures set out in Exhibit D. CI Plus TA and the Members shall each have no liability whatsoever with respect to any Revocation.

6.4 License Management. Notwithstanding the result of any Revocation request or associated arbitration, CI Plus TA may, but is not required to, take into consideration whether the facts and circumstances brought to light in connection with such request, even though they may not satisfy the current Revocation criteria, may represent a breach of the Licensee's license in connection with which corrective action by CI Plus TA and the Licensee may be appropriate.

7.0 CONFIDENTIALITY

Content Distributor as "Recipient" shall comply with the terms of EXHIBIT B (the "Confidentiality Agreement").

8.0 TERM/TERMINATION.

8.1 Termination. This Agreement shall be effective upon the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 8.0.

8.1.1 Termination by CI Plus TA. CI Plus TA may, upon notice to Content Distributor, terminate this Agreement

(a) in the event that Content Distributor commits a material breach of any term, representation, warranty or covenant set forth in this Agreement Section 2, 4, 5, 6, 7, and (where such breach is capable of being cured) such breach remains uncured sixty (60) days after the date of Content Distributor's receipt of written notice of such material breach from CI Plus TA;

(b) if Content Distributor or its Affiliates, assert(s) against any Member, CI Plus TA or any Licensee or Affiliate thereof, any claim of infringement under Necessary Claims or of any copyrights, trade secrets or any other intellectual property of the Content Distributor or its Affiliates with respect to any portion of the Specification, Production Credentials or Test Technology or infringement of such intellectual property of the Content Distributor or its Affiliates, with respect to (i) in the case of Licensees, the

making, having made, use, import, offering to sell and sale of Licensed Products, and (ii) with respect to Members and CI Plus TA, the licensing and use of CI PLUS.

8.1.2 Termination by Content Distributor. Content Distributor shall have the right to terminate this Agreement at any time upon written notice to CI Plus TA.

8.2 Effect of Termination. Upon the termination or expiration of this Agreement, Content Distributor shall cease to have the rights granted in this Agreement, and any arbitration pursuant to Sections 3 and 6 shall terminate at that time.. Unless otherwise stated in this Agreement, no termination or expiration of this Agreement, whether by CI Plus TA or by Content Distributor, shall relieve either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind anything done by either party prior to the time such termination becomes effective nor shall the survival of the provisions referenced in Section 8.3 be affected by such termination.

8.3 Survival. Termination or expiration of this Agreement will not relieve either party from fulfilling its obligations that by their terms or nature survive termination or expiration, including Sections 7 , 8.2 , 10, 11 (with respect to any claims arising prior to termination), 12 and this Section 8.3 shall survive any termination of this Agreement.

9.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS; DISCLAIMERS

9.1 CI Plus TA. CI Plus TA represents, warrants and covenants that: (a) it has a right to enter into this Agreement.

(b) CI Plus TA has authorized the person who has signed this Agreement for CI Plus TA to execute and deliver this Agreement to Content Distributor on behalf of CI Plus TA; and

(c) this Agreement constitutes a valid and binding obligation of CI Plus TA; enforceable according to its terms.

9.2 Content Distributor. Content Distributor represents, warrants, and covenants that:

(a) Content Distributor has authorized the person who has signed this Agreement for Content Distributor to execute and deliver this Agreement to CI Plus TA on behalf of Content Distributor;

(b) this Agreement constitutes a valid and binding obligation of Content Distributor, enforceable according to its terms; and

(c) it is causing or permitting distribution or transmission, or that it intends to cause or permit distribution or transmission of, Controlled Content with the expectation that such Controlled Content will be received by Licensed Products.

9.3 Disclaimers. All information, materials, and revocation information are provided “as is”. CI Plus TA and the Members make no representations or warranties, express, implied, statutory or otherwise, and expressly disclaim implied warranties of merchantability and fitness for a particular purpose and any equivalents under the laws of any jurisdiction that might arise from any activities or information disclosures

relating to this Agreement, any Adopter Agreement or any other activity of CI Plus TA or the Members. Without limiting the foregoing, CI Plus TA and the Members do not represent or warrant that CI PLUS will protect Controlled Content from unauthorised output, transmission, interception or copying or that CI PLUS is immune to hacking, code-breaking, piracy or other efforts to circumvent such system. CI Plus TA and the Members make no any warranty or have any liability to Content Distributor that any implementation of the Specification, in whole or in part, will be free from infringement of any third party's intellectual property or proprietary rights.

10.0 LIMITATION OF LIABILITY.

10.1 Except in the case of claims arising under Section 7 (Confidentiality) of this Agreement, in no event shall any party (CI Plus TA, its licensors, Content Distributor, any CI Plus TA member or affiliate thereof) be liable to the other party, or any third party beneficiary, for any

(a) indirect, incidental, special, consequential, exemplary, or punitive loss or damages; or

(b) direct or indirect loss or damage of or to (i) profits, (ii) revenue use, (iii) contracts), (iv) reputation or goodwill however arising even if such party has been advised of the possibility or probability of such loss or damages.

10.2 Notwithstanding anything to the contrary contained in this Agreement, the maximum total liability however arising of CI Plus TA to Content Distributor and its Affiliates for all claims made under or in connection with this Agreement shall not exceed the total of sums paid and payable by Content Distributor pursuant to Section 4 by the date the claim is notified by Content Distributor to CI Plus TA.

10.3 Force Majeure

Neither Party shall be held liable for delays or failure to perform resulting from acts beyond the reasonable control of such Party and which could not have been reasonably foreseen and provided against and with respect to which such Party shall exercise continuing diligence to resume performance of its obligations (an 'Event of Force Majeure'). Such Events of Force Majeure shall include those acts which are beyond Parties reasonable control.

Each of the Parties hereto agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure with such written notice to contain details of the circumstances giving rise to the Event of Force Majeure and its anticipated duration.

If a default due to an Event of Force Majeure shall continue for more than 4 weeks from the date of receipt of the notice then the Party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

The Party asserting an Event of Force Majeure shall not be excused performance of its obligations which are unaffected by such an Event of Force Majeure and shall endeavour to seek an alternative way of fulfilling its affected obligations without any materially adverse affect on the other Party.

11.0 REMEDIES.

11.1 Equitable Relief. Content Distributor and CI Plus TA agree and acknowledge that due to the unique nature of certain provisions hereof and the lasting effect of and harm from a breach of such provisions, if Content Distributor breaches its obligations under this Agreement, money damages alone may not adequately compensate an injured party, and that injury to such party may be irreparable, and that specific performance or other temporary, preliminary, or permanent injunctive or equitable relief is an appropriate remedy to prevent further or threatened breaches of such obligations. Subject as provided in Section 3.0 of Exhibit D, CI Plus TA's remedies for any breach by Content Distributor of this Agreement shall be limited to such injunctive or equitable relief, except (i) in the event that Content Distributor wilfully breaches, or engages in a pattern or practice of breaching, its obligations under this Agreement, it shall be liable for CI Plus TA's attorneys' fees and expenses incurred in connection with any enforcement action brought by CI Plus TA in which CI Plus TA is the prevailing party (ii) as provided in section 11.2 below, and in respect of claims arising under Section 7 (Confidentiality) Exercise of CI Plus TA's rights, or any Licensee's third-party-beneficiary rights, under this Section 11 shall not constitute an election against any statutory or other extra-contractual remedy against Content Distributor.

11.2 Liquidated Damages. Content Distributor and CI Plus TA agree and acknowledge that since it may be impossible to calculate actual damages in the event of certain breaches, in the event of a material breach by Content Distributor of Section 7 (Confidentiality) of this Agreement, Content Distributor shall be liable for liquidated damages in an amount of one million Euro. A breach shall be "material" only if a breach has resulted in or is likely to result in commercially significant harm to Content Distributors, or constitutes a threat to the integrity or security of CI PLUS. A series of related events shall constitute a single material breach.

11.3 Licensee Third-Party-Beneficiary Rights.

11.3.1 The Parties acknowledge and agree that the compliance of Content Distributor with the terms of this Agreement, and the compliance of the other Fellow Content Distributors with their respective Content Distributor Agreements, is essential to (including as to the integrity and security of) CI PLUS. As part of the consideration for the rights and licenses granted to Content Distributor hereunder, Content Distributor hereby confers a third-party-beneficiary right upon each Licensee that designs or manufactures Licensed Products that receive or transmit Controlled Content for so long as such Licensee is (i) not wilfully in material breach of the terms and conditions of its Adopter Agreement and (ii) not otherwise in material breach of any term or condition of its Adopter Agreement, which breach has not been cured, or is not capable of cure, no later than thirty (30) days after such Licensee's receipt of notice thereof by CI Plus TA or any Fellow Content Distributor (each such Licensee, an "Adopter Beneficiary") to enforce those obligations of Content Distributor under Section 5. The procedures set out in section 11.3.2 below shall govern all such claims by Adopter Beneficiaries to enforce those obligations ("Adopter Beneficiary Claims").

11.3.2 Rules and Procedures for the Adopter Beneficiary Claim

11.3.2.1 Warning before bringing a claim. Prior to bringing an Adopter Beneficiary Claim, an Adopter Beneficiary must

(i) send a notice of breach to Content Distributor specifying the action in breach by such Content Distributor, with a copy to CI Plus TA, which shall trigger the cure period of thirty (30) days, or longer period as determined by Adopter Beneficiary, after the day Content Distributor received such notice, or (ii) in those situations that the Content Distributor has engaged in a pattern of behaviour involving breach of Section 5 of this Agreement, send notice to CI Plus TA that Adopter Beneficiary is bringing such Adopter Beneficiary Claim.

11.3.2.2 Available Remedies. If Content Distributor fails to cure a material breach no later than thirty (30) days after receiving the notice from the Adopter Beneficiary, or is not entitled to notice or opportunity to cure under section 11.3.2.1 (ii) above, Adopter Beneficiary shall provide CI Plus TA with a notice of the actual filing of any Adopter Beneficiary Claims, and shall at CI Plus TA's request provide copies of material documents to be filed in connection with Adopter Beneficiary's initiation, institution or pursuit of such Adopter Beneficiary Claim. Adopter Beneficiary's rights under Adopter Beneficiary Claim will be limited to claims relating to breach of Section 5 (Encoding Rules) of this Agreement. The remedy shall be limited to injunctive relief and damages shall not exceed one million Euro for each breach or series of related breaches.

11.3.2.3 Attorney's fee. In any claim or action brought by a Adopter Beneficiary, reasonable attorneys' fees shall be awarded to the prevailing party.

11.3.2.4 Joining Adopter Beneficiary Claims. Upon receipt of any notice of an Adopter Beneficiary Claim against a defendant ("Defendant"), CI Plus TA shall provide timely notice only to such Adopter Beneficiaries who have a right to make the same Adopter Beneficiary Claim. Not later than thirty (30) days of such notice, each Adopter Beneficiary shall elect whether to join the Adopter Beneficiary Claim and provide notice of intent to join such Adopter Beneficiary Claim to CI Plus TA. Each Adopter Beneficiary shall make its own decision on whether to join the Adopter Beneficiary Claim or not. The failure by a particular Adopter Beneficiary to provide notice to CI Plus TA and to move to join such Adopter Beneficiary Claim within the allotted thirty (30) day period shall, so far as CI Plus TA may procure using its reasonable endeavours be a waiver of such party's right to be a Adopter Beneficiary under its applicable agreement with respect to all claims it may have against Defendant arising out of the alleged breach asserted pursuant to the notified Adopter Beneficiary Claim. The Adopter Beneficiary initiating a Adopter Beneficiary Claim may so far as CI Plus TA may procure using its reasonable endeavours, support, and Defendant shall not object to, any motion by another Adopter Beneficiary to so join, provided the motion is initiated no later than the thirty (30) day period following notice by CI Plus TA of a Adopter Beneficiary Claim. Judgment entered upon such Adopter Beneficiary Claims shall, so far as CI Plus TA may procure using its reasonable endeavours, be binding on all

Adopter Beneficiaries, who received notice from CI Plus TA as if they had joined such Adopter Beneficiary Claim. Neither Adopter Beneficiary's failure to notify and consult with CI Plus TA, nor CI Plus TA's failure to give notice to any Adopter Beneficiary in accordance with these Adopter Beneficiary Claim procedures shall be a defence to any Adopter Beneficiary Claim or grounds for a request to delay the granting of preliminary relief requested.

11.3.2.5 Pursuit of Adopter Beneficiary Claims. Adopter Beneficiary shall have no right to enter into any action in pursuit of an Adopter Beneficiary Claim that: (a) amends any material term of any CI Plus TA's agreements; or (b) has an adverse effect on the integrity and/or security of CI Plus TA, unless CI Plus TA has provided prior written consent thereto.

11.3.2.6 No Limitations of Remedies. Adopter Beneficiary's exercise of its right to make an Adopter Beneficiary Claim under this section 11.3 shall not constitute an election against any statutory or other non-contractual remedy against Content Distributor which may be available to such Adopter Beneficiary for the same act that gave rise to the Adopter Beneficiary Claim.

12.0 MISCELLANEOUS.

12.1 Independent Contractors. The relationship established between the parties by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners, franchisers or otherwise as participants in a joint or common undertaking for any purpose whatsoever.

12.2 No Patent Solicitation Required. Except as expressly provided herein, neither party shall be required hereunder to file any patent application, secure any patent or patent rights, provide copies of patent applications to the other party or disclose any inventions described or claimed in such patent applications.

12.3 Publicity. Parties are free to disclose in any form they wish the fact that this Agreement has been executed by Content Distributor.

12.4 Law and Jurisdiction.

THIS AGREEMENT SHALL BE CONSTRUED, AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO AND, SO FAR AS CI PLUS TA WITH REASONABLE ENDEAVOURS PROCURE, LICENSEES SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAW OF ENGLAND, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES.

IN CONNECTION WITH ANY DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT WHICH ARE NOT OTHERWISE SUBJECT TO RESOLUTION BY ARBITRATION, EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION

AND VENUE IN THE COURTS LOCATED IN ENGLAND AND THE SERVICE OF PROCESS OF SAID COURTS IN ANY MATTER RELATING TO THIS AGREEMENT BY PERSONAL DELIVERY OR BY MAILING OF PROCESS BY CERTIFIED MAIL, POSTAGE PREPAID, AT THE ADDRESSES SPECIFIED IN THIS AGREEMENT, OR TO THE AGENT TO BE APPOINTED PURSUANT TO THIS SECTION.

EACH PARTY SHALL APPOINT AN AGENT IN ENGLAND FOR ACCEPTANCE OF SERVICE OF PROCESS PROVIDED FOR UNDER THIS AGREEMENT AND SHALL NOTIFY THE OTHER PARTY OF THE IDENTITY AND ADDRESS OF SUCH AGENT NO LATER THAN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE.

THE PARTIES WAIVE ANY OBJECTIONS TO THE JURISDICTION, PROCESS AND VENUE OF ANY SUCH COURTS, AND TO THE EFFECTIVENESS, EXECUTION AND ENFORCEMENT OF ANY ORDER OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, A DEFAULT JUDGMENT) OF SUCH COURTS PERTAINING TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE PLACE WHERE ENFORCEMENT OR EXECUTION OF ANY SUCH ORDER, JUDGMENT OR LAW MIGHT BE CLAIMED TO BE APPLICABLE REGARDING THE EFFECTIVENESS, ENFORCEMENT OR EXECUTION OF SUCH ORDER, JUDGMENT OR DECISION, INCLUDING PLACES OUTSIDE OF ENGLAND.

- 12.5 Compliance with Laws.** In connection with this Agreement, each party shall comply with all applicable regulations and laws, including export, re-export and foreign policy controls and restrictions that may be imposed by any relevant government. Each party shall require its commercial customers with a contractual relationship that may export Devices to assume an equivalent obligation with regard to import and export controls.
- 12.6 No Assignment.** Content Distributor shall not assign any of its rights or privileges under this Agreement without the prior written consent of CI Plus TA, such consent not to be unreasonably withheld or delayed. No consent shall be required for the assignment of this Agreement to any wholly-owned subsidiary of Content Distributor or for the assignment in connection with the merger or the sale of Content Distributor or Content Distributor's business unit provided that Content Distributor shall remain liable for its obligations hereunder. Any attempted assignment or grant in derogation of the foregoing shall be void.
- 12.7 Notice.** Any notices required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written notification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, five days after deposit in the mail. All notices must be sent to the address set forth on the first page of this Agreement.

- 12.8 Amendments.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.
- 12.9 Waiver.** Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 12.10 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 12.11 Headings.** The headings of the several sections of this Agreement are for convenience and reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 12.12 Entire Agreement.** This Agreement, including the appendices and the documents incorporated in it by reference, embody the entire understanding of the parties with respect to the rights granted under it and supersedes all prior oral or written agreements with respect to the subject matter hereof. Each of the parties agrees that:
- (a) in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to this Agreement or not) which is not expressly set out in this Agreement; and
 - (b) the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under the terms of this Agreement.
- 12.13 Fraud.** Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
- 12.14 Most Favoured Status.** In the event that CI Plus TA enters into a Content Distributor Agreement (“Other Content Distributor Agreement”) with another Operator or Content Provider, and such other agreement has terms that are materially different from and more favourable to such other Operator or Content Provider than the terms in this Agreement are to Content Distributor, then Content Distributor shall have the option of amending this Agreement to reflect such material modification, provided, however, that if such Other Content Distributor Agreement contains other material modifications from the terms of this Agreement, Content Distributor also agrees to be bound by such other modifications. CI Plus TA shall post to the URL (with redaction of company-specific information) the most recent Other Content Distributor Agreement entered into by CI Plus TA that will be subject to most favoured status treatment under this Section 12.14.
- 12.15 Currency.** All fees shall be paid to CI Plus TA or to its order in Euro Currency by wire transfer or such other means as CI Plus TA may reasonably specify.
- 12.16 Records Maintenance.** Content Distributor and CI Plus TA shall maintain accurate

records of its activities under this Agreement, including records relating to its distribution of Revocation Information for at least three (3) years from the date of the act recorded.

12.17 Third Parties. CI Plus TA and Content Distributor shall not at any time be required to obtain the consent of any other person in order to rescind or vary any provision of this Agreement including any right of any other person arising pursuant to this Agreement.

LIST OF EXHIBITS

EXHIBIT A: Annual Fees
EXHIBIT B: Confidentiality Agreement
EXHIBIT C Form Adopter Agreement
EXHIBIT D: Revocation Procedure

Remainder of this page intentionally left blank.

EXHIBIT A Annual Fees

1.0 Administration Fee : EURO 15,000

2.0 Yearly Renewal Fee : EURO 15,000

All fees exclude Taxes. See Clause 4.3 of this Agreement

Remainder of this page intentionally left blank.

EXHIBIT B Confidentiality Agreement

1.0 Confidential Information. “Confidential Information” shall mean (i) any technology, software development tools, methodologies, processes, algorithms, test data sets and test data cases and related documentation that CI Plus TA provides to Content Distributor hereunder in order to facilitate Content Distributor’s exercise of its rights hereunder, and (ii) any other information of CI Plus TA which is clearly marked as “Confidential” or a similar expression when disclosed in written or electronic form, or indicated as “Confidential” when disclosed orally and confirmed in writing no later than thirty (30) days after such disclosure. “Confidential Information” shall not include information which: (a) was in the possession of, or was known by, the receiving party (“Recipient”) prior to its receipt from the disclosing party (“Discloser”), without an obligation owed to Discloser, or its licensors, to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement by the Recipient (c) is obtained by Recipient from a third party, without an obligation owed to such third party to keep such information confidential; or (d) is independently developed by Recipient without use of any Confidential Information of the other party. Recipient agrees that it shall use reasonable care to keep the Confidential Information of the other party strictly confidential and not disclose it to any other person except to its Affiliates and its and their respective employees, contractors, consultants, agents, customers and representatives (other than Members) who have a “need to know” for the purposes of this Agreement and are obligated by Recipient to be bound by the same confidentiality obligation which Recipient is bound by under this Exhibit B. Recipient shall be responsible for any breach of such confidentiality obligation by such parties, including former employees, Affiliates, contractors, consultants, agents, customers and representatives. Recipient shall protect the Confidential Information of the other party with the same degree of care as it normally uses in the protection of its own similar confidential and proprietary information, but in no case with any less than reasonable care. Notwithstanding anything in this Exhibit B to the contrary, Confidential Information may be disclosed by Recipient pursuant to the order or requirements of a court or governmental administrative agency or other governmental body of competent jurisdiction, provided that (x) Discloser has been notified of such a disclosure request immediately after Recipient knows such order or requirements in order to afford Discloser reasonable opportunity to obtain a protective order or otherwise prevent or limit the scope of such disclosure to the extent permitted by law and (y) Recipient cooperates in good faith with such efforts by Discloser. The obligations under this Exhibit B shall terminate the later of (a) three years after the last commercial use of CI Plus technology by Licensees, or (b) the date of termination of this Agreement.

Remainder of this page intentionally left blank.

EXHIBIT C Form Adopter Agreement

As reference, the latest version of the Form Adopter Agreement is available at URL.

Remainder of this page intentionally left blank.

EXHIBIT D: Revocation Procedure

The procedures set forth in this Exhibit shall apply to Revocation as set forth in Section 6.3 of the Agreement.

1.0 Initiation of Revocation

1.1 Content Distributor's Request for Revocation. For so long as Content Distributor is an Eligible Content Distributor, it shall have the right, either on its own or with one or more Fellow Content Distributors that is (or are) an Eligible Content Distributor(s) under their respective CI Plus Content Distributor Agreement(s), to request Revocation by written notice providing a description to CI Plus TA -of any of the facts that would satisfy one or more of the Revocation Criteria. The CP Affidavit shall be sufficiently detailed that CI Plus TA can determine, solely on the basis of such affidavit whether the facts averred satisfy one or more of the Revocation Criteria.

1.2 CI Plus TA initiation of Revocation. If either CI Plus TA, or senior officials of Members that have responsibility for CI Plus TA's activities or CI Plus TA, have knowledge of facts or other information relating to any particular Key that would satisfy one or more of the Revocation Criteria, CI Plus TA shall, consistent with the necessity to maintain the confidentiality of such facts or other information, inform Eligible Content Distributor no later than five (5) Business Days after gaining knowledge of such facts or other information.

1.3 Licensee's Request for Revocation. Licensee may seek Revocation by providing a description to CI Plus TA in a sworn affidavit of any of the facts relating to any particular Host Certificate and/or associated Key issued to Licensee that would warrant Revocation of such certificate and satisfy one or more of the Revocation Criteria.

1.4 Notice of Revocation. In the event that Revocation is requested pursuant to Section 1.1 above, CI Plus TA shall, no later than five (5) Business Days after its receipt of such written notice, provide any Licensee to whom CI Plus TA or its designee had issued a Host Certificate for which Revocation has been requested with notice of such requested Revocation.

2.0 Ascent to Revocation/Dispute Resolution.

2.1 If Licensee notifies CI Plus TA in writing that Licensee consents to such Revocation of any Host Certificate issued to it, or if CI Plus TA is required to Revoke pursuant either (a) to Section 6.3.3 (c) of this Agreement or (b) requested to Revoke pursuant to Section 1.3 of this Exhibit D, CI Plus TA shall take steps to Revoke the applicable Host Certificate.

2.2 If CI Plus TA fails to receive an acknowledgement of the receipt of the Notice of Revocation as set forth in Section 1.0 of this Exhibit L above from the Licensee within five (5) Business Days after the date of notice from CI Plus TA, CI Plus TA shall take steps to prepare materials to Revoke the applicable Host Certificate. No more than ten (10) Business Days (or shorter notice period which CI Plus TA may, in its sole

discretion determine, where it deems circumstances warrant) after the date of notice given under Section 1.4 of this Exhibit D from CI Plus TA, Licensee shall have failed to notify CI Plus TA whether Licensee desires to contest the grounds for such Revocation, or if Licensee notifies CI Plus TA that it does not wish to contest the requested Revocation, the Revocation shall be deemed to be without objection and may proceed. If Licensee desires to contest the grounds for such revocation, in addition to notifying within such notice period CI Plus TA of its intent to object to the requested Revocation and Licensee shall submit a written statement, under oath, no later than fifteen (15) Business Days after the date of notice from CI Plus TA, which sets out any facts which disprove or contradict CI Plus TA's stated grounds for Revocation ("Revocation Objection"). No later than two (2) Business Days after receipt of the Revocation Objection, CI Plus TA shall provide notice of the Revocation Objection and the Revocation Objection itself to the entity that requested the Revocation. Also, CI Plus TA may object to the requested Revocation, in which case it shall promptly give written notice of this to the entity that requested the Revocation (this also a "Revocation Objection"). No later than thirty (30) days after receipt from the CI Plus TA of the notice of the Revocation Objection, the entity or entities that requested Revocation (the "Revocation Initiators") may initiate an arbitration in accordance with the provisions of Section 4.0 of this Exhibit D to determine whether the requested Revocation may proceed. Content Distributor may not initiate an arbitration to seek Revocation of the same Host Certificate based on the same set of facts at issue in any prior arbitration initiated by a Fellow Content Distributor.

3.0 Indemnification. If Content Distributor has sought Revocation, it shall indemnify and hold harmless and, at CI Plus TA's option, defend CI Plus TA, the Members, any Operator or Content Provider that has executed a CI Plus Content Distributor Agreement and carries the information for invalidating Host Certificate applicable to such Revocation and each of their officers, directors, equivalent corporate officials, employees, representatives and agents ("Indemnified Parties") from and against any and all (i) claims, actions, suits, proceedings or litigation and any losses, deficiencies, damages, liabilities, costs and expenses associated therewith, including but not limited to reasonable attorneys' fees and expenses, arising out of the Revocation or rescission of Revocation of any Host Certificate for which Content Distributor had sought Revocation and (ii) other costs or expenses incurred by CI Plus TA and/or such Operator or Content Provider in connection with such Revocation or rescission of Revocation, including any costs and expenses associated with the generation and distribution of information necessary to effect such Revocation or rescission and any amounts paid by CI Plus TA to Licensee (or to Licensee's affected customers) or any other party on account of such Revocation or recession. CI Plus TA may require a bond or security for such reasonably anticipated costs.

4.0 Arbitration Procedures.

4.1 The parties to the arbitration shall be the Revocation Initiators, the affected Licensee or Fellow Licensees, if any, that objected to the Revocation in accordance with their respective Adopter Agreements and/or any affected person or entity that such Licensee(s) and Fellow Licensee(s) may designate (such Fellow Licensee(s) and

designees, collectively, the “Affected Licensees”) and/or at its election, CI Plus TA (collectively, the “Arbitrating Parties”). The Revocation Initiators shall bear the burden of proof in demonstrating, by a preponderance of the evidence, that one or more of the Revocation Criteria have been satisfied.

- 4.2** There shall be a sole arbitrator, who shall be selected by the Arbitrating Parties from the International Chamber of Commerce no later than fourteen (14) days after the initiation of arbitration; provided, however, that in the event the Arbitrating Parties cannot agree on a sole arbitrator within such fourteen (14) day period, the Revocation Initiators, on the one hand, and the other Arbitrating Parties, on the other hand, shall each, promptly afterwards, select one arbitrator from the International Chamber of Commerce and those two (2) arbitrators shall jointly select a third arbitrator from the International Chamber of Commerce, who shall serve as the presiding arbitrator and chairperson (with a casting vote) of such arbitration. Arbitrating parties shall not unreasonably delay selection of their chosen arbitrator.
- 4.3** The arbitration shall be conducted in England, United Kingdom, in accordance with the Arbitral rules of the International Chamber of Commerce. The language of the arbitration shall be English.
- 4.4** The arbitrator(s) may conduct the arbitration in such manner as he, she or they shall deem appropriate, including the imposition of time limits that he, she or they consider(s) reasonable for each phase of the proceeding, but with due regard for the need to act, and make a final determination, in an expeditious manner. The arbitrator(s) shall set a schedule to endeavour to complete the arbitration not later than one (1) month after its start.
- 4.5** The arbitrator(s) shall permit and facilitate such limited discovery as he, she or they shall determine is reasonably necessary, taking into account the needs of the Arbitrating Parties and the desirability of making discovery as expeditious and cost-effective as possible, recognizing the need to discover relevant information and that only one party may have such information.
- 4.6** The Arbitrating Parties and the arbitrator(s) shall treat the arbitration proceedings, any related discovery, documents and other evidence submitted to, and the decision of, the arbitrator(s) as Confidential Information. In addition, and as necessary, the arbitrator(s) may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed in discovery or otherwise during the arbitration.
- 4.7** The arbitrator(s) shall provide a binding decision no later than thirty (30) days after initiation of the arbitration proceeding, unless the parties mutually agree to extend the deadline. Judgment upon any award may be entered in a court of competent jurisdiction.
- 4.8** The arbitrator(s) shall be compensated at his, her or their hourly rates, determined at the time of appointment, for all time spent in connection with the arbitration, and shall be

reimbursed for reasonable travel and other expenses. The arbitrator(s) shall determine all costs of the arbitration, including the arbitrator(s)' fees and expenses, the costs of expert advice and other assistance engaged by the arbitrator(s), the cost of a transcript and the costs of meeting and hearing facilities.

- 4.9** The arbitrator(s) is (are) empowered solely to determine whether one or more of the Revocation Criteria have been satisfied. Any such determination by the arbitrator(s) shall be final and binding on the Arbitrating Parties and on CI Plus TA if it is not a party to the arbitration, except that whether the arbitrator(s) exceeded his, her or their authority as specifically described in this Section 4.9, shall be fully reviewable at the request of any of the Arbitrating Parties by a court of competent jurisdiction. In any such arbitration, CI Plus TA and/or the Affected Licensee(s), if any, may introduce evidence solely to support the position that one or more of the Revocation Criteria have not been satisfied and CI Plus TA may choose to give evidence that the Revocation is not warranted by a preponderance of the evidence.
- 4.10** In the event that the arbitrator(s) determine(s) that any of the Revocation Criteria of the Agreement have been satisfied and that, on the preponderance of the evidence, Revocation shall be warranted to the granularity stated by the arbitrator(s).
- 4.11** All costs and fees shall be shared equally as between the Revocation Initiators, on the one hand, and the Affected Licensees, if any, that participate in the arbitration, on the other, provided, however, the arbitrator(s) may otherwise apportion such costs and fees among such Revocation Initiators and Affected Licensees, if any, and CI Plus if it has elected to be a party to the arbitration, as the arbitrator(s) may determine.
- 4.12** The prevailing party in such arbitration shall provide to CI Plus TA a copy of the arbitrator(s) decision. If, pursuant to this Section 4.0, Revocation is warranted, CI Plus TA shall, after it receives such decision, take steps to prepare such revocation materials within three (3) business days.
- 4.13** Each of the Affected Licensee(s) shall only be subject to or liable under the provisions in the Exhibit D to the extent agreed by it or to the extent that CI Plus TA has been able to procure pursuant to its rights under the relevant Adopter Agreement(s) provided that CI Plus TA agrees to use reasonable endeavours to enforce such rights against the Affected Licensee(s).

Remainder of this page intentionally left blank.