CI Plus / MOST DEVICE INTERIM LICENSE AGREEMENT

THIS CI Plus / MOST DEVICE INTERIM LICENSE AGREEMENT (the "**Agreement**") entitles Licensee to access and use certain security elements, authentication certificates, specifications, software and test materials, to develop and manufacture compliant Hosts (as defined below). The Agreement also includes an optional Logo (as defined below) license to the CI Plus mark for use on Registered Devices (as defined below).
The Agreement is by and between CI Plus LLP ("**CI Plus TA**") a United Kingdom limited liability partnership, and the Licensee identified below.
The Agreement is effective (1) for the initial Agreement: as of the last date signed below and (2) for renewals: as of the anniversary of the initial Agreement (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: _____

LICENSEE:

Company Name: _____

Address: _____

City: _____   State: _____

Postal Code: _____   Country: _____

Individual Authorised Signatory: _____

Title: _____

Phone: _____

Fax: _____

E-Mail: _____

Signed: _____

Name: _____

Title: _____

Date: _____

WHEREAS, the group of companies that has established CI Plus TA has developed certain technology and methods for data encryption, encryption key management, and encryption system renewability which are described in the Specifications (as defined below);

WHEREAS, CI Plus TA wishes to license the use of Licensed Technology (as defined below) and Logo to Licensee;

WHEREAS, licensee desires to obtain such license under the terms and conditions specified in this Agreement, and;

WHEREAS, CI Plus TA is in the process of finalising the terms of a Final License Agreement (as defined below) and, pending such finalization, issues this Agreement on an interim basis to facilitate the rapid development of the market for Licensed Products (as defined below);

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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   "**Affiliate**" means with respect to any entity, any other entity that directly or indirectly owns or controls, is owned or controlled by, or is under the common control of the first entity, where the term "control" means (a) control of more than fifty percent (50%) of an entity's common shares; or (b) voting control of an entity's board of directors.

1.2   "**All Licensed Products**" means Hosts which are compliant with Specifications, Compliance Rules and Robustness Rules, belongs to a Device Type, and has a set of Key and Device Digital Certificate.

1.3   "**Business Days**" means any day except a Saturday, Sunday or public holiday in the relevant country.

1.4   "**Changes**" shall have the meaning given to it in Section 6.1 hereof.

1.5   "**CI Plus Content Distributor Agreement**" means the 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.

1.6   "**CI Plus License Host Specification**" means the specification titled "CI Plus License Specification for Host Manufacturers" version 1.9 as it may be amended from time to time in accordance with Section 6.3.

1.7   "**CI Plus License Specification**" means the CI Plus License Host Specification.

1.8   "**CI Plus Specification**" means the specification titled "CI Plus Specification - Content Security Extensions to the Common Interface" version 1.3.1 which is publicly available at no charge at URL as it may be amended from time to time in accordance with Section 6.3.

1.9   "**Commercial Test Tool**" means the set of testing procedures and materials available on a commercial basis from Test Partners.

1.10   "**Compliance Rules**" mean the rules, including a list of approved outputs, described on Exhibit C hereto which apply to Devices and generally serve to prevent unauthorized distribution or copying of Controlled Content.

1.11   "**Content Provider**" means any video programming provider of copyrighted works for transmission to Licensed Products and the copyright owners of such work.

1.12   "**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).

1.13   "**Device**" means any Host device hereunder.

1.14   "**Device Digital Certificate**" means a secure, end-entity device digital certificate that chains to the Root Certificate of CI Plus TA. One (1) or more unique Device Digital Certificates are included in each Device in order to deter theft or unauthorized access to Services and Controlled Content.

1.15   "**Device Testing Results**" mean the test result issued by Test Partner after completion of Device testing.

1.16   "**Device Type**" means a class of Devices as defined in Exhibit A.

1.17   "**Fellow Licensee**" means an entity (other than the Licensee) that (i) has executed a CI Plus Device Interim License Agreement with CI Plus TA and (ii) is not in breach of such CI Plus Device Interim License Agreement, including its Affiliates unless expressly excluded.

1.18   "**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.

1.19   "**Have Made Parties**" shall have the meaning ascribed to it in Section 2.3 hereof.

1.20   "**Highly Confidential Information**" shall have the meaning ascribed to it in Section 2 of Exhibit H hereof.

1.21   "**Host**" means any CI Plus host as defined by the CI Plus Specifications.

1.22   "**Host Certificate**" shall have the meaning ascribed to it in the Specifications.

1.23   "**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.

1.24 "**Licensed Product**" means a Host Device which (i) is compliant with the applicable Specifications, Compliance Rules and Robustness Rules, (ii) belongs to a Device Type which has been Registered, and (iii) has a set of Key and Device Digital Certificate.

1.25 "**Licensed Technology**" means the technology and methods for data encryption, encryption key management, and encryption system renewability which are described in the Specifications and the Production Credentials, Keys and Device Digital Certificates.

1.26 "**Licensee**" means the entity that has signed this Agreement as a licensee, and its Affiliates.

1.27 "**Material Breach**" means a breach of this 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 Licensed Technology. A series of related events shall constitute a single Material Breach.

1.28 "**Member**" means a member of CI Plus LLP

1.29 "**Module**" or "**CICAM**" means any CI plus module as defined by the CI Plus Specification.

1.30 "**MOST**" refers to the Media Oriented System Transport consortium: http://www.mostcooperation.com/

1.31 "**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 the 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 All Licensed Products or Licensed Component (as applicable to the activities Licensee is permitted to do under this 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).

1.32 "**Operator**" means any party that controls the distribution of audio video or data services on a DTV distribution network that may be received by a Host or processed by a Module and that has "signed the CI Plus Content Distributor Agreement".

1.33 "**Production Credentials**" mean set of documents titled "Production Credentials" containing constants and ciphers.

1.34 "**Production Technology**" means CI Plus Specification, CI Plus License Specification, Production Credentials, Key and Device Digital Certificate.

1.35 "**Registered**" means successful completion of Registration for a Device Type.

1.36 "**Registered Device**" means a Device that belongs to a Device Type that has been Registered successfully as per Section 5.0

1.37 "**Registration**" means the procedures for notifying CI Plus TA that a Device Type conforms to Specifications, Compliance Rules and Robustness Rules as described in Exhibit J (Registration Procedure).

1.38 "**Robustness Rules**" means the rules described in Exhibit B which apply to Devices and serve to resist attempts to modify Devices to defeat the security of Controlled Content provided by the Specifications or the Compliance Rules.

1.39 "**Service**" means video, audio, or data signals whether in analogue or digital format, transmitted over the cable system to (or from) the Device, for the purposes of effectuating the reception or transmission of information, entertainment, or communications content.

1.40 "**Specifications**" means CI Plus Specification and CI Plus License Specification.

1.41 "**Test Partners**" are organizations approved and designated by the CI Plus TA as competent to perform test services on products for the purpose of registration and verification of compliance with all Specifications, Compliance Rules and Robustness Rules. The CI Plus TA shall regularly publish the most recent list of organizations approved to perform such test services. The current list of approved Test Partners can be found at URL.

1.42 "**Test Technology**" means set of files titled "Test Technology" containing constants, ciphers, test keys and test device digital certificates to be used in place of Production Credentials, Keys and Device Digital Certificates, and CI+ Test Specification for evaluation and Registration purpose.

1.43 "**Third Party Beneficiary**" means any Content Provider or Operator, in each case that has executed the CI Plus Content Distributor Agreement and is eligible to exercise third party beneficiary rights in accordance with such agreement in respect of licensees who have signed this Agreement or its successor agreement.

1.44 "**URL**" means http://www.ci-plus.com which may be changed from time to time as announced by CI Plus TA to Licensee.

2.0 **GRANT OF LICENSES**
2.1 **Evaluation Use**. Subject to payment of all fees required pursuant to Section 8.0 and compliance by Licensee with the material terms of this Agreement, including compliance with the Specifications, the Compliance Rules, Robustness Rules, and its RAND licensing obligations described in Section 7.0, CI Plus TA hereby grants to Licensee a non-exclusive, worldwide and non-transferable right and license under the copyrights and trade secrets embodied in Specifications and Test Technology owned or

licensable by CI Plus TA solely to: (a) receive CI Plus License Specifications pursuant to Section 3.0. and (b) use and reproduce Specifications and Test Technology for evaluation purposes, including but not limited to designing and producing Devices for Registration.

2.2   **Commercial Use**. In addition to the right granted pursuant to Section 2.1, subject to payment of all fees required pursuant to Section 8.0 as well as compliance by Licensee with the material terms of this Agreement, including compliance with the Specifications, Compliance Rules, Robustness Rules, Section 5 and its RAND licensing obligations described in Section 7.0, CI Plus TA grants to Licensee a non-exclusive, worldwide and non-transferable license under the copyrights and trade secrets embodied in Production Technology owned by, or licensable from, CI Plus TA (i) to design, make, transfer, lease, sell, offer to sell and otherwise dispose of Licensed Products and Licensed Components, and (ii) use and reproduce Production Technology for conducting activities set forth in the aforementioned item (i).   Notwithstanding the foregoing, Licensee shall not (i) exercise its right granted in the preceding sentence for any of Production Credentials, Keys and Device Digital Certificates until successful Registration of the relevant Device Type pursuant to Section 5.0, or (ii)transfer, lease, sell, offer to sell or otherwise dispose of Licensed Components to any third party other than the Fellow Licensees who have accepted substantially similar condition (including, but not limited to, this Section 2.2 (ii)). CI Plus TA shall provide Licensee with the list of such Fellow Licensees upon the request of Licensee.

2.3   **Have Made Rights**. The right granted to Licensee under Sections 2.1 and 2.2 shall include the right to have third parties ("Have Made Parties"), solely for Licensee, (a) use and reproduce Test Technology and Production Technology and (b) design and make Licensed Products, Licensed Components or subparts thereof, provided that (i) each Test Technology and Production Technology shall be used or reproduced only under Sections 2.1 and 2.2 and (ii) Licensed Products or Licensed Components are to be used, transferred, leased, sold, offered to be sold or otherwise disposed of under Sections 2.1 and 2.2, by or for Licensee and (iii) are made by such Have Made Parties using designs or specifications supplied by or prepared for Licensee.   Licensee shall be fully responsible for such Have Made Parties' compliance with all terms of this Agreement as if Licensee itself were performing activities set forth in the preceding sentence. Licensee shall not make Test Technology or Production Technology available to any Have Made Party unless such Have Made Party is (i) licensed to use the Test Technology and Production Technology by CI Plus TA, or (ii) bound in writing to a non-disclosure agreement with Licensee on terms that are no less stringent than the terms set forth in Section 9.0 hereof.   Licensee agrees and acknowledges that the fact that it has contracted with a Have Made Party shall not relieve Licensee of any of its obligations under this Agreement. Other than on behalf of Licensee, Have Made Parties shall receive no license, sublicense, or implied license with respect to the Test Technology or Production Technology.

2.4   **Limitation on All Licenses**. CI Plus TA and its Members reserve all rights not expressly granted under this Agreement.   There are no implied licenses under this Agreement, and any rights not expressly granted to Licensee hereunder are reserved by CI Plus TA and its Members.   Except for the limited license granted under this Section 2.0, no license is granted for any commercial Device (a) that does not comply with the Specifications, the Robustness Rules or the Compliance Rules, or (b) that has not met the

requirement of Section 5.0. Licensee also acknowledges that designing, manufacturing, distributing, using, selling, or servicing products, or providing services, based on Specifications and other materials received from CI Plus TA may require intellectual property licenses from third party(ies) for technology referenced in or otherwise required by Specifications and such materials. Licensee shall not remove any copyright notices contained in Specifications.

3.0 DELIVERY OF PRODUCTION TECHNOLOGY AND TEST TECHNOLOGY

3.1 **CI Plus License Specifications**. Upon execution of this Agreement CI Plus TA shall cause to be distributed to Licensee the CI Plus License Host Specification.

3.2 **CI Plus Specification and Test Technology**. CI Plus TA shall make CI Plus Specification and Test Technology available to Licensee at the request of Licensee without any payment by Licensee.

3.3 **Production Credentials**. Following successful Registration of a Device Type for the first time pursuant to Section 5.0, CI Plus TA shall make Production Credentials available to Licensee without any additional payment by Licensee other than fees set forth in Section 8.1.

3.4 **Keys and Device Digital Certificates**. Keys and Device Digital Certificates are generated under the direction of CI Plus TA uniquely per Device. Without limiting any other provision of this Agreement, Licensee may not use the same Key or Device Digital Certificate in more than one individual unit or copy of any product. Following Registration of a Device Type and subject to execution of the Certificate Supply Agreement between Licensee and a then-current certificate provider designated by CI Plus TA pursuant to Section 3.5, a Key and Device Digital Certificate for each Device belonging to such Device Type shall be made available to Licensee by CI Plus TA subject to payment of the fee for Key and Device Digital Certificates set out in Exhibit I (Fee Schedule), as updated from time to time in accordance with the term of this Agreement. The number of Keys and Device Certificates which may be ordered will be constrained to the Licensee's reasonably anticipated production run rate.

3.5 **Certificate Supply Agreement**. To receive Key and Device Digital Certificate, Licensee must enter into a supply agreement under the standard terms and conditions with a then-current certificate provider designated by CI Plus TA, at the point of signing this Agreement, such certificate provider is Symantec Limited. CI Plus TA may change such certificate provider from time to time upon notice to Licensee.

4.0 **CI Plus Logo LICENSE**
CI Plus TA hereby grants to Licensee a worldwide, non-exclusive, non-sub licensable, non-transferable, non-chargeable license to use (at Licensee's option) the CI Plus Logo (the "**Mark**") pursuant to the "CI Plus Logo Guidelines" posted at URL as updated from time to time in accordance with the terms of this Agreement. All goodwill associated with the use of the Mark shall inure to and be owned by CI Plus TA.

5.0 **REGISTRATION**

5.1   Generally. Licensee shall not use, transfer, lease, sell, or offer to sell or otherwise dispose of a Licensed Product of certain Device Type until such Device Type has been Registered.   The Registration requirements and guidelines which are not set forth in this Section 5.0 or Exhibit J (Registration Procedure) are located at URL, which is to be revised by CI Plus TA from time to time.

5.1.1   CI Plus TA and its designated Test Partners shall operate a Registration process which is objective, fair and non-discriminatory.

5.1.2   Registration shall in no way be deemed to create any acknowledgements or warranties on the part of CI Plus TA, including any acknowledgement or warranty that any Device is compliant with the requirements hereunder and Registration shall not be deemed to be a waiver by CI Plus TA of its own rights or remedies set forth in this Agreement..

5.1.3   Licensee shall pay Registration Fee to CI Plus TA pursuant to Section 8.1.

5.1.4   Without limiting any other provision, the breach of which may be material, the parties acknowledge that selling or distributing a non-Registered Device Type is a Material Breach of this Agreement.

5.2   The maximum number of Device Digital Certificates that can be purchased per Device Type is 12 million units. If Device Digital Certificates are required in excess of 12 million, a new Device Type can be registered, pursuant to this clause 5.

6.0   CHANGES
6.1   Scope of Changes.
This Section 6.0. applies to changes in the following (collectively, "Changes"):

    6.1.1   Device Type (Exhibit A);
    6.1.2   Robustness Rules (Exhibit B);
    6.1.3   Compliance Rules for Host Devices (Exhibit C);
    6.1.4   URI Mapping Table (Exhibit E);
    6.1.5   Robustness Rules Checklist (Exhibit G);
    6.1.6   Registration Procedure (Exhibit J);
    6.1.7   Revocation Procedure (Exhibit L); and
    6.1.8   Specifications

6.2   Types of changes. The Specifications, Compliance Rules, Robustness Rules and other requirements as set forth in Section 6.1 above may be changed in the following cases from time to time by CI Plus TA in accordance with this Section 6.0.

6.2.1   Normal. "Normal Changes" shall mean any change that meets the following three conditions (i) such change is not a Security Critical Change, (ii) such change does not require altering the existing requirements or adding new requirements for Licensed Product that would create compatibility problems with Licensed Products manufactured prior to such change, and (iii) such change is not a revision to the Specifications, Compliance Rules or Robustness Rules that would materially increase the cost or complexity of implementations of Licensed Products.

6.2.2 **Security Critical**. "Security Critical Changes" shall mean changes those are critical to safety or for preventing theft of service or to protection of Controlled Content or to maintaining the effectiveness of the Specifications, Compliance Rules or Robustness Rules in order to maintain protection of Controlled Content.

6.2.3 **No other Changes**. CI Plus TA shall not make Changes under these change management rules other than Normal Changes or Security Critical Changes.

6.3 **Change Control Timing**. The CI Plus TA shall make reasonable effort to manage the timing of changes on a reasonable commercial basis with a view to balancing needs of the manufacturers of Licensed Products whilst maintaining the integrity of the CI Plus system, and will notice Licensee pursuant to the procedure set forth in Exhibit K the date from which Licensee may apply amendments ("Publication Date") and by which Licensee shall be required to comply with amendments ("Date of Effect") in accordance with the following.

6.3.1 **Normal Changes**. For Normal Changes in Specification, Date of Effect shall be eighteen (18) months after the Publication Date, and for Normal Changes in Compliance Rules and Robustness Rules, Date of Effect shall be twelve (12) months after the Publication Date. For all other Normal Changes, CI Plus TA shall provide grace period reasonably sufficient for Licensee to comply with.

6.3.2 **Security Critical Changes**. CI Plus TA may require shorter grace period than that set forth in Section 6.3.1 for Security Critical Changes, making reasonable effort to minimize impact on Licensee.

6.3.3 **Previously Registered Device Type**. All Registrations of Device Types after Date of Effect shall be made in accordance with the new requirements. Registration of Device Type made prior to such Date of Effect of the Change continues to be in effect unless (a) CI Plus TA withdraws such Registration according to the following sentence or (b) such change is a Security Critical Change, in which case Registration is automatically revoked on the Date of Effect for all previously Registered Devices that do not comply with the Security Critical Change. For Registration of Device Type made in accordance with requirements prior to Date of Effect of the Change, in the case of a Normal Change, CI Plus TA may withdraw Registration thirty-six (36) months after the Publication Date of such Change. Licensee may continue to manufacture, use, sell or distribute Licensed Product which belongs to Device Type Registered in accordance with requirements prior to Change after the Date of Effect, so long as such Registration remains in effect.

6.4 **Change Control Process**
The CI Plus TA shall notify Licensee of changes by procedure set forth in Exhibit K (Change Procedure).

7.0 **INTELLECTUAL PROPERTY**
7.1 **Warranty by CI Plus TA**. CI Plus TA represents that each Member has agreed to grant to Licensee a non-exclusive, worldwide, non-transferable license under the Necessary Claims of Members that are owned or licensable by such Member or its Affiliates to make, have made, sell, offer to sell, use (including, for avoidance for doubt, lease) and import All Licensed Products and Licensed Components (as applicable to the activities Licensee is permitted to do under this Agreement) subject to reasonable and non-discriminatory terms and conditions. Reasonable and non-discriminatory terms

and conditions as used in this Section shall include, but are not limited to, any per patent royalty for Necessary Claims that is established in the marketplace.

7.2   Licensee Grant

7.2.1   Necessary Claims Patent. Licensee is obligated subject to reasonable and non-discriminatory terms and conditions, to grant a non-exclusive, worldwide non-transferable license under all Necessary Claims that are owned or licensable by Licensee without payment of royalties or other compensations to a third party other than its employees to Fellow Licensees, whether such entity becomes a Fellow Licensee before or after the Effective Date, solely in respect of such Fellow Licensee's authorized activities under the CI Plus Device Interim License Agreement.   Reasonable and non-discriminatory terms and conditions as used in this Section shall include, but are not limited to, any per patent royalty for Necessary Claims that is established in the marketplace.

7.2.2   Defensive Suspension by Licensees. In the event a Fellow Licensee (i) fails to offer a license of its Necessary Claims to Licensee ("Affected Licensee") on the terms required by Section 7.2.1 of its CI Plus Device Interim License Agreement (Necessary Claims Patent), or (ii) brings an action for (a) infringement of Necessary Claims without offering a license in conformance with Section 7.2.1 of its CI Plus Device Interim License Agreement of its Necessary Claims, or (b) infringement of its copyrights or trade secrets, in each case where such copyrights or trade secrets are embodied in the Specifications against Affected Licensee, Affected Licensee may suspend its obligations to grant license of Necessary Claims under Section 7.2.1 with respect to such Fellow Licensee in question for so long as such Fellow Licensee fails to offer such a license or maintain such infringement action.

7.3   Defensive Suspension by CI Plus TA. In the event Licensee brings an action for (i) infringement of Necessary Claims, copyrights, trade secrets or any other intellectual property of Licensee with respect to any portion of the Specifications, Production Credentials and Test Technology or (ii) infringement of patents, copyrights, trade secrets or any other intellectual property of Licensee with respect to any aspect of making available Keys and Device Digital Certificates against CI Plus TA, Members or Affiliates thereof, CI Plus TA may suspend any or all of the licenses granted to Licensee under Section 2.0.

7.4   No Other License. Licensee is advised and acknowledges that (a) it may require licenses other than those provided under this Agreement to engage in any activities permitted under this Agreement, including, but not limited to, patent licenses under Necessary Claims, and (b) except for the licenses expressly granted to the Licensee under Sections 2.0 and 7.2.1, nothing contained herein shall be construed as a grant of any license or right, expressly, by implication or estoppels, to any intellectual property rights of CI Plus TA or any Member including its Affiliates or to any technology or standard or part thereof (including, without limitation, any cipher, output, recording, or compression/ decompression technology) even though such other intellectual property, technology or standard may be mentioned in or required by the Specifications, the Compliance Rules or the Robustness Rules.

8.0   FEES

8.1   Payment of fees.   In consideration of the right and licenses granted hereunder, Licensee shall pay CI Plus TA a non-refundable sum in the amount of (a) "License Fee"

set out in Exhibit I (Fee Schedule) within thirty (30) days of the Effective Date, and "Yearly Renewal Fee" set out in Exhibit I on each anniversary of the Effective Date. Licensee shall not be entitled to refunds thereof for any reason. Licensee shall pay CI Plus TA "Registration Fee" set out in Exhibit I for Registration of every Device Type pursuant to Section 5.0. Licensee shall pay fees for Device Digital Certificates and Keys as set out in Exhibit I in accordance with the Certificate Supply Agreement which Licensee executes pursuant to Section 3.5. ("License Fee", "Yearly Renewal Fee", "Registration Fee" and fee for Key and Device Digital Certificates shall be hereinafter collectively referred to as "Fees").

8.2 **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 Licensee 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.

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

8.2.2 Without limiting other terms of Section 8.2, on December 31, 2015 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 8.2.2 and modifications under Sections 8.2.1 shall be independent of one another, and not mutually exclusive.

8.3 **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. Licensee 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, Licensee 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 Licensee 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.

9.0 **CONFIDENTIALITY**
Licensee shall comply with the terms of Exhibit H (Confidentiality Agreement).

10.0 **TERM AND TERMINATION**
10.1 **Term**. The term of this Agreement shall expire upon the earliest of (a) one (1) year after the Effective Date, (b) six (6) months after CI Plus TA notifies Licensee that the Final

License Agreement is available, or (c) if Licensee enters into a Final License Agreement with CI Plus TA, the effective date of such Final License Agreement, in each case unless this Agreement is sooner terminated in accordance with this Agreement.

10.2   **Termination by CI Plus TA per Device Type for Cause**. Without limiting any other right it has under this Agreement, including rights of termination under Section 10.3, CI Plus TA may, upon written notice to Licensee, suspend the license associated with a particular Device Type for which Licensee commits a Material Breach to Sections 2.0 or 11.0 (as those obligations applied at the time the Device was Registered or Self-Test Registered, or at the time Device Type was later updated or, in the case of Security Critical Changes, at the Date of Effect for such Change).   In the event of such suspension, upon cure of such breach hereunder, Licensee may continue to manufacture, use, sell and offer to sell such Device Type under the terms of this Agreement.   If a breach is not cured, CI Plus TA may terminate the licenses with respect to such Device Type, however, CI Plus TA may only terminate the licenses pursuant to this Section 10.2 after CI Plus TA has (a) evaluated the harm potentially resulting from the breach, (b) consulted with Licensee regarding the potential harm, (c) given written notice to Licensee of CI Plus TA' intent to terminate the license with respect to such Device Type, and (d) provided Licensee with a reasonable opportunity to cure the breach (where such breach is capable of being cured) and such breach remains uncured for twenty (20) Business Days following the date of such notice, or, if such breach cannot by its nature be cured within such period and the breach does not subject Controlled Content to an unreasonable risk of unauthorized access, copying, or distribution, then, a longer cure period as reasonably determined by CI Plus TA may be given. Termination of the licenses granted for any specific Device Type shall not affect the licenses granted for any other Device Type.

10.3   **Termination by CI Plus TA of Agreement for Cause**. CI Plus TA may, upon notice to Licensee, terminate this Agreement in the event that Licensee commits a material breach of any term, representation, warranty or covenant set forth in Section 2.0, 4.0, 5.0, 8.0, 9.0 or 11.0 hereto and (where such breach is capable of being cured) such breach remains uncured forty-five (45) Business Days following the date of Licensee's receipt of written notice upon such material breach from CI Plus TA.   Termination of the Agreement shall have the effect of terminating the licenses granted hereunder for all Device Types.   CI Plus TA shall not invoke the right of termination under this Section 10.3 in response to cases of Material Breach which can be identified with a particular Device Type(s), where termination of affected Device Type(s) alone, as allowed under Section 10.2 above, would be a sufficient or more proportionate remedy.

10.4   **Termination by Licensee**. Licensee may terminate this Agreement at any time upon written notice to CI Plus TA.

10.5   **Effect of Termination**. Upon the termination or expiration of this Agreement or the suspension or termination of the licenses granted hereunder for any specific Device Type, Licensee may no longer make, have made, use, sell, or offer to sell any Device Types (in the case of termination or expiration of this Agreement) or the applicable Device Type (in the case of termination or suspension under Section 10.2), use the Production Technology therewith, nor use the Mark in connection therewith.   Within twenty (20) Business Days after termination or expiration of this Agreement, Licensee shall return to CI Plus TA, or destroy all CI Plus License Specification, Keys and Device Digital Certificates then in its possession or control.   Notwithstanding the foregoing, if

the termination, expiration or suspension did not result from Licensee's failure to satisfy the requirements of the Specifications, Robustness Rules or the Compliance Rules, Licensee may sell or distribute any remaining Licensed Products and/or Licensed Components for a period of up to two (2) years, or such longer period as CI Plus TA may approve in writing. Unless otherwise stated herein, no termination or expiration of this Agreement, whether by CI Plus TA or by Licensee, or termination or suspension of any license granted hereunder 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 10.6 be affected by such termination.

10.6   **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, but not limited to Sections 1.0, 7.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, and 15.0 and 16.0. In addition, Exhibits B, C and D shall survive any termination of this Agreement with respect to products that are both Registered and distributed under this Agreement.   For the avoidance of doubt, the warranty, license or obligation to grant a license under Section 7.0 shall survive termination or expiration of this Agreement only in respect of (i) the version of the Specifications in effect at the date of such termination or expiration and (ii) Necessary Claims having a filing date on or before such termination or expiration; provided that the warranty under Section 7.1 shall not survive for a particular Device Type or Licensee, as the case may be, if this Agreement is terminated in accordance with Sections 10.2 or 10.3

11.0   **REPRESENTATIONS, WARRANTIES, AND COVENANTS; DISCLAIMERS**
11.1   **CI Plus TA**. CI Plus TA represents, warrants and covenants that:
(a) It has the right to enter into this Agreement;
(b) Without investigation, it is not aware of any notice or claim, threatened or pending, that the use of the Production Technology or Mark in accordance with the terms of this Agreement infringes any third party's copyrights or trademarks, except as identified by CI Plus TA to Licensee;
(c) CI Plus TA has authorized the person who has signed this Agreement for CI Plus TA to execute and deliver this Agreement to Licensee on behalf of CI Plus TA; and
(d) This Agreement constitutes a valid and binding obligation of CI Plus TA; enforceable according to its terms.

11.2   **Licensee**. Licensee represents, warrants, and covenants that:
(a) Licensee has authorized the person who has signed this Agreement for Licensee to execute and deliver this Agreement to CI Plus TA on behalf of Licensee;
(b) This Agreement constitutes a valid and binding obligation of Licensee, enforceable according to its terms; and
(c) As to each of Licensed Products made under this Agreement the Licensed Product shall:
  (i)   be compliant with the applicable Specifications, Compliance Rules and Robustness Rules;
  (ii)   at the time of manufacture, contain no integrated circuit, ROM, RAM, software or other device or functionality that enables copying or recording of Controlled Content, other than as permitted by the Compliance Rules;

(iii) at the time of manufacture, be designed to maintain control of content copies consistent with copy control instructions or the encryption mode indicator bits transmitted with digital signals as specified in the Specifications; and

(iv) at the time of manufacture, be designed to effectively frustrate tampering and reverse engineering directed towards defeating copy protection requirements in accordance with the Robustness Rules.

11.3 **Disclaimers**. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11.0, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, (A) ANY WARRANTY THAT THE PRODUCTION TECHNOLOGY OR ANY SPECIFICATIONS DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY, (C) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR (D) THAT THE RIGHTS AND LICENSES GRANTED TO LICENSEE HEREUNDER COMPRISE ALL THE RIGHTS AND LICENSES NECESSARY OR DESIRABLE TO PRACTICE, DEVELOP, MAKE OR SELL   DEVICES. THE PRODUCTION TECHNOLOGY AND ENHANCEMENTS THERETO, AND ANY OTHER ITEMS, DELIVERABLES, OR INFORMATION SUPPLIED BY OR ON BEHALF OF CI PLUS TA ARE PROVIDED ON AN "AS IS" BASIS.   Licensee acknowledges that the Specifications may contain materials, including normative and other references, not owned or controlled by CI Plus TA, or made available by CI Plus TA under this Agreement. Licensee understands that implementation of the Specifications may necessitate implementation or use of such materials, including normative references.   Licensee further acknowledges that it may be required to enter into agreements with parties holding intellectual property rights related to such materials, and that such agreements may include obligations in addition to those contained herein, including, without limitation, a duty to pay royalties to such parties, full compliance with the Specifications, and/or a reciprocal grant of Necessary Claims.

12.0 INDEMNIFICATION

Licensee and CI Plus TA will each defend, indemnify and hold harmless the other party (the "Indemnitees"), against any third party claims and suits ("Claims") that arise from its breach of warranties set forth in Section 11.0.

13.0 THIRD PARTY BENEFICIARIES

Licensee agrees that Third Party Beneficiaries of this Agreement shall be entitled to bring only such claims against Licensee as arise from a Material Breach of this Agreement by Licensee that results in unauthorized access, copying or distribution of Controlled Content hereunder.   Where such parties deploy Revocation as per Section 15.3, or where the breach can be cured or damages minimized with reasonable effort using Revocation, Third Party Beneficiary rights shall be limited to Revocation.   In any claim or action brought by a Third Party Beneficiary, reasonable legal fees shall be awarded to the prevailing party. Unless Licensee has engaged in a pattern of Material Breach , such Third Party Beneficiaries may seek injunctive relief or, actual damages (up to the limits contained in Section 14.0) only if Revocation would not be a cure or remedy to reduce the harm resulting from a breach and only after the occurrence of all of the following:

(a) such Third Party Beneficiary has given to CI Plus TA written notice of the actual or potential breach;

(b) CI Plus TA has consulted with Licensee regarding the problem;

(c) Third Party Beneficiary has provided Licensee with a reasonable opportunity to cure the breach and such breach remains uncured for twenty (20) Business Days following the date of such notice, or a longer period as reasonably determined by the Third Party Beneficiary; and

(d) 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.

13.1 **No Limitations of Remedies.** Third Party Beneficiary's exercise of its right to be a third party beneficiary under this section 13 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.

14.0 LIMITATION OF LIABILITY

Except in the case of a breach of sections 2.0 (license) or 11.2 (warranty), or claims arising under section 9.0 (confidentiality) or 12.0 (indemnification) of this agreement, in no event shall any party (CI Plus TA, Licensee , any CI Plus TA member or affiliate thereof), or any other vendor be liable to the other party, or any Third Party Beneficiary, for any indirect, incidental, special, consequential, exemplary, or punitive damages in connection with or relating to this agreement (including loss of profits, use, data, or other economic advantage), no matter what theory of liability, even if such party has been advised of the possibility or probability of such damages. Notwithstanding anything to the contrary contained in this agreement, the maximum total liability of CI Plus TA under or in connection with this agreement shall not exceed the total of sums paid and payable by Licensee pursuant to section 8.0 by the date the claim is notified by Licensee to CI Plus TA.

14.1 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 Event 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.

15.0 Denial of Service

15.1   Nothing in this Agreement shall prevent an Operator from denying Service to any individual Module.

15.2   Nothing in this Agreement shall prevent an Operator from denying Services to any individual Host delivered through a Module that is otherwise authorized to descramble the Operator's Service, provided the Operator can restore supply of Services to such a Host (for instance to correct mistakes).

15.3   **Revocation**.

15.3.1 Generally. The Specifications provide means by which Host Certificates of certain devices may be invalidated, rendering them unable to exchange data via CI Plus technology with Licensed Products (generally, "Revocation" or "Revoked").

15.3.2 Criteria for Revocation of devices. If one or more of the following criteria is or are met, CI Plus TA may invoke Revocation against devices, pursuant to the procedures in Section 15.3.3 below, either at its own initiative, or that of any Third Party Beneficiary :
(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 or disclosed in violation of this Agreement; or
(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 body. 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.

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

15.3.4 Remedies with Respect to Revocation. Except as otherwise expressly provided in this Section 15.3.4, Licensee's sole recourse with respect to Revocation shall be the objection and arbitration procedures set out in Exhibit L. CI Plus TA, the Members and Third Party Beneficiaries shall each have no liability whatsoever with respect to any Revocation. Without limiting the foregoing, CI Plus TA and the Members shall not have any liability with respect to any Revocation, and no compensation shall be made to Licensee, except that if CI Plus TA determines that a Revocation was performed in error by CI Plus TA, CI Plus TA, at the request of Licensee may, at CI Plus TA's discretion, (a) rescind the Revocation through substantially the same means as were used to effect the Revocation, or (b) provide for compensation to Licensee (or Licensee's affected customers) for each of its affected devices in an amount equal to the least of (i) the fair market value of each device, or (ii) the cost of reworking each device to incorporate a new Host Certificate and Device Keys or (iii) 25 Euro per device.

16.0   MISCELLANEOUS

16.1   **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.

16.2   **No Trademark Rights Granted**. Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed as conferring any right to use in

advertising, publicity, or other promotional activities any name, trade name, trademark or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing).

16.3 **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.

16.4 **Publicity**. Parties are free to disclose in any form they wish the fact that this Agreement has been executed by Licensee.

16.5 **Equitable Relief**. CI Plus TA and Licensee 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, including making available the means for widespread unauthorized copying of copyrighted content intended to be protected using the CI Plus Specification, if Licensee breaches its obligations hereunder, money damages alone may not adequately compensate an injured party, and that injury to such party may be irreparable, and that specific performance or injunctive relief is an appropriate remedy to prevent further or threatened breaches hereof.
CI Plus TA shall also be entitled to seek injunctive relief to prevent further or threatened breaches of this Agreement if Licensee has engaged in a pattern of behaviour involving the repeated release of products or components without conformance to the provisions of this Agreement for which Licensee received notice of the breach, whether or not Licensee corrected such repeated breaches following such notice.

16.6 **Damages Measure and Limitation**. Since it may be impossible to calculate actual damages in the event of certain breaches, in the event of a Material Breach by Licensee (1) of Section 9.0 of this Agreement (Confidentiality), Licensee shall be liable for liquidated damages in the amount of one million Euros; (2) that involves the manufacture or distribution of devices or software that fail to protect Keys and Production Credentials as provided by the applicable Robustness Rules, Licensee shall be liable in an amount equal to its profits on such devices or software, but in no event less than one million Euros nor more than five million Euros; or (3) of any other provision of this Agreement, Licensee shall be liable in an amount equal to its profits on the affected devices or software, and in no event more than five million Euros. The amounts payable by Licensee in accordance with this Section 16.6 shall be CI Plus TA's exclusive monetary remedies available for any and all such breaches by Licensee unless it can be shown that actual damages are smaller, and such amounts shall be paid by Licensee in lieu of any and all other monetary damages to CI Plus TA relating to such breaches.

16.7 **Product Audit**. CI Plus TA shall have the right, where it comes into possession of objective evidence showing a substantial likelihood that there has been a Material Breach in connection with   the Specifications; of the Compliance Rules or of the Robustness Rules to have examined or audited Licensee's records or other necessary materials related only to those activities permitted under this Agreement for the sole purpose to confirm and/or ascertain whether Licensee's purported Licensed Product is in compliance with the Specifications, Compliance Rules and Robustness Rules, upon thirty (30) calendar days notice, or such earlier time as may be reasonable and required due to specific circumstances and shall use commercially reasonable means designed to

minimize the disruption to Licensee's activities permitted under this Agreement while creating no disruption to Licensee's all other business activities, except that for these purposes, the mere necessity of assigning personnel to assist with providing documents and information to the auditors shall not be deemed to be a disruption. Licensee shall reasonably cooperate with CI Plus TA to carry out any such audit. CI Plus TA shall pay the cost of any audits unless Licensee's purported Licensed Product is found to be in non-compliance with the Specifications, Compliance Rules and/or Robustness Rules in which case Licensee will be obliged to reimburse CI Plus TA for the cost of such audit. Notwithstanding the immediately preceding sentence, CI Plus TA may, in its sole discretion, exempt Licensee from its obligation to reimburse the CI Plus TA for any or all of the cost of audit, if Licensee's non-compliance with its purported Licensed Product with the Specifications, Compliance Rules or Robustness Rules has not caused a risk of material harm to the security of Controlled Content in CI Plus TA's judgment. Each audit shall be conducted during Licensee's normal business hours. CI Plus TA shall cause any third-party auditor selected hereunder to be a neutral, independent expert who is bound by the same confidentiality obligation to which Recipient is bound by under Exhibit H with respect to information obtained as a result of the audit, and shall be responsible in case of such third-party auditor's breach of its confidentiality obligation. If such third party auditor finds a Material Breach of this Agreement, CI Plus TA shall have such auditor limit its report to CI Plus TA only the facts directly relevant to such breach that are necessary to enforce this Agreement. In the event that such auditor finds no relevant, Material Breach of this Agreement, CI Plus TA shall have such auditor limit its report to CI Plus TA solely to such finding. Such reported information shall be deemed Licensee's Confidential Information. The Licensee has the right to receive the same report that examiner or auditor submitted to CI Plus TA and to provide written comments to the examiner's or auditor's findings. Nothing in this Section 16.7 shall limit CI Plus TA's ability to acquire purported Licensed Products from the open market for evaluation.

16.8   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) calendar 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.

16.9 **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.

16.10 **No Assignment**. Licensee 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 Licensee or for the assignment in connection with the merger or the sale of Licensee or Licensee's business unit provided that Licensee shall remain liable for its obligations hereunder. Any attempted assignment or grant in derogation of the foregoing shall be void.

16.11 **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 (5)Business Days after deposit in the mail. All notices must be sent to the address set forth on the first page of this Agreement.

16.12 **Amendments**. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

16.13 **Waiver**. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.

16.14 **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.

16.15 **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.

16.16 **Entire Agreement**. This Agreement, together with the appendices and the documents incorporated herein by reference, embody the entire understanding of the parties with respect to the licenses granted hereunder and supersedes all prior oral or written agreements with respect to the subject matter hereof.

16.17 **Most Favoured Status**. In the event that CI Plus TA enters into a CI Plus Device Interim License Agreement (the "**CI Plus Device Interim Agreement**") with another

manufacturer of Licensed Products, and such other agreement has terms that are materially different from and more favourable to such other manufacturer than the terms in this Agreement are to Licensee, then Licensee shall have the option of amending this Agreement to reflect such material modification, provided, however, that if such other CI Plus Device Interim License Agreement contains other material modifications from the terms of this Agreement, Licensee 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 CI Plus Device Interim License Agreement entered into by CI Plus TA that will be subject to most favoured status treatment under this Section 16.17.

16.18 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.

Remainder of this page intentionally left blank.

LIST OF EXHIBITS

Exhibit A: **Device Type**
Exhibit B: **Robustness Rules for CI Plus/MOST Host Devices**
Exhibit C: **Compliance Rules for CI Plus/MOST Host Devices**
Exhibit D: **[Intentionally left blank]**
Exhibit E: **URI Mapping Table for MOST**
Exhibit F: **[Intentionally left blank]**
Exhibit G: **Robustness Rules Checklist**
Exhibit H: **Confidentiality Agreement**
Exhibit I: **Fee schedule 2015**
Exhibit J: **Registration Procedure for MOST**
Exhibit K: **Change Procedure**
Exhibit L: **Revocation Procedure**

Remainder of this page intentionally left blank.

Exhibit A: Device Type

Subject to clause 5.3 of the Agreement, Device Type means a class of Devices that are identical to, or considered to be derivative of, a Device which has been successfully Registered.   A Device is considered to be derivative of a Device when it uses the same hardware and software implementation in so much as it affects the Specifications, Compliance Rules and Robustness Rules.   Each Device Type will be assigned a specific identifier by the CI Plus TA.

Remainder of this page intentionally left blank.

Exhibit B: Robustness Rules for CI Plus/MOST Host Devices
Version 1.1

Note: The terms of this Exhibit B do not apply with respect to Prototypes.

1.0   Construction.

1.1   Generally. The Licensed Products as shipped shall meet the Compliance Rules and shall be designed and manufactured in a manner to effectively frustrate attempts to modify such Licensed Products to defeat the Compliance Rules or functions of the Specifications.   Firmware and firmware updates for the Licensed Product shall remain under control of the Manufacturer of said Licensed Product. Under no circumstances shall it be possible for the consumer to add arbitrary binary applications to the Licensed Product except when said application is i) approved by the Manufacturer or ii) application isolation with the CI+ content protection functions is provided.

1.2   Defeating Functions. Licensed Products shall not include:
(a) switches, buttons, jumpers, specific traces that can be cut, or software equivalents of any of the foregoing; or

(b) active JTAG ports of hardware components implementing Specifications, emulator interfaces or test points to probe security functions; or

(c) service menus or functions (including remote-control functions);

in each case by which the content key calculation technology, content protection technologies, analogue protection systems, Reprotection, CGMS-A/EMI/APS signalling, output restrictions, recording limitations, or other mandatory provisions of the Specifications or the Compliance Rules can be defeated or by which Controlled Content can be exposed to unauthorized access, copying, redistribution, or modification of user rights.   For the purpose of this Exhibit B, "Reprotection" shall mean the application of an approved, protection technology, when required, to Controlled Content received from a CICAM that is to be output from the Host Device, and the integrity of the system and methods by which such application is assured.   This Section 1.2 does not prohibit the licensed manufacturer from designing and manufacturing its products incorporating means used to analyze or repair products provided that such means do not cause the products to be non-compliant with the Compliance Rules and Robustness Rules.

1.3   Keep Secrets and Maintain Integrity.

**1.3.1   Licensed Products shall be designed and manufactured in a manner to effectively frustrate attempts to discover or reveal Keys, Production Credentials and intermediate cryptographic values including those listed in the table 5.2 of the CI Plus Specification that are stored (in volatile and/or non-volatile memory) by the Licensed Product.

**1.3.2   Licensed Products shall be designed and manufactured in a manner to effectively frustrate attempts to replace or change Revocation Signalling Data and Revocation Lists (RSD, CRL, and CWL).

1.4   Documents and Robustness Certification Checklist.

**1.4.1   Before releasing any Licensed Product, Licensee must perform tests and analyses to assure compliance with this Exhibit B.   A CI+ Robustness Certification Checklist is attached as Section 2.0 of the Exhibit G for the purpose of assisting Licensee in

performing tests covering certain important aspects of this Exhibit B.   Inasmuch as the CI+ Robustness Certification Checklist does not address all elements required for the manufacture of a compliant product, Licensee is strongly advised to review carefully the Specifications, CI+ License Document, the Compliance Rules and this Exhibit B so as to evaluate thoroughly both its, testing procedures and the compliance of its Licensed Products.

1.4.2   Licensee specifically acknowledges and agrees that it must provide copies of the Specifications, the Compliance Rules, the Robustness Rules, and the CI+ Robustness Certification Checklist to its responsible supervisors of product design and manufacture in such manner and at such times as to effectively induce compliance with such materials and completion of the CI+ Robustness Certification Checklist.

2.0   **Controlled Content Paths**. Content shall not be available on outputs other than those specified in the Compliance Rules, and, within such Licensed Product, Controlled Content shall not be present on any user accessible buses (as defined below) in non-encrypted form. Similarly unencrypted keys used to support any content encryption and/or decryption in the Licensed Product's data shall not be present on any user accessible buses. A "user accessible bus" means a data bus which is designed for end user upgrades or access such as PCI that has sockets or is otherwise user accessible, Smartcard, PCMCIA, Cardbus, USB, and Ethernet but not memory buses, CPU buses and similar portions of a device's internal architecture.

The Licensed Product shall not allow keys used by the CI+ content en-/decryption processes to be present on any internal interface unless protected against unauthorized interception to the level of protection described in Section 3.0(e) of this Exhibit B.

3.0   **Methods of Making Functions Robust**. Licensed Products shall use at least the following techniques to make robust the functions and protections specified in this Agreement:

(a) Distributed Functions.

Host. The portions of the Licensed Product that perform authentication and decryption and the MPEG (or similar) decoder shall be designed and manufactured in a manner associated and otherwise integrated with each other such that Controlled Content in any usable form flowing between these portions of the Licensed Product shall be secure to the level of protection described in Section 3.0(e) of this Exhibit B below from being intercepted or copied.

(b) Software. Any portion of the Licensed Product that implements a part of the Specifications in software shall include all of the characteristics set forth in Sections 1.0 and 2.0 of this Exhibit B.   For the purposes of this Exhibit B, "Software" shall mean the implementation of the functions as to which this Agreement requires a Licensed Product to be compliant through any computer program code consisting of instructions or data, other than such instructions or data that are included in Hardware. Such implementations shall:

(i) Comply with Section 1.3.1 of this Exhibit B by any reasonable method that may include but is not limited to encryption, execution of a portion of the implementation in ring zero or supervisor mode, and/or embodiment in a secure physical

implementation; and in every case of implementation in software, using effective techniques of obfuscation to disguise and hamper attempts to discover the approaches used;

(ii) Be designed to perform self-checking of the integrity of its component parts such that unauthorized modifications will be expected to result in a failure of the implementation to provide the authorized authentication and/or decryption function. For the purpose of this provision, a "modification" includes any change in, or disturbance or invasion of features or characteristics, or interruption of processing, relevant to Sections 1.0 and 2.0 of this Exhibit B. This provision requires at a minimum the use of digitally signed code in accordance with Section 1.1 of this Exhibit B; and

(iii) Meet the level of protection outlined in Section 3(e) below.

(c) Hardware. Any portion of the Licensed Product that implements a part of the Specifications in hardware shall include all of the characteristics set forth in Sections 1.0 and 2.0 of this Exhibit B. For the purposes of these Robustness Rules, "Hardware" shall mean a physical device, including a component, that implements any of the content protection requirements as to which this Agreement requires that a Licensed Product be compliant and that (i) does not include instructions or data other than such instructions or data that are permanently embedded in such device or component; or (ii) includes instructions or data that are not permanently embedded in such device or component where such instructions or data have been customized for such Licensed Product and such instructions or data are not accessible to the end user through the Licensed Product.

Such implementations shall:

(i) Comply with Section 1.3.1 of this Exhibit B by any reasonable method that may include but is not limited to: embedding Keys, key generation methods, and cryptographic algorithms in silicon circuitry or firmware that cannot reasonably be read or the techniques described above for software;

(ii) Be designed such that attempts to reprogram, remove, or replace hardware elements in a way that would compromise the security or content protection features of CI+ or in Licensed Products would pose a serious risk of damaging the Licensed Product so that it would no longer be able to receive, decrypt or decode Controlled Content; and

(iii) Meet the level of protection outlined in Section 3.0(e) of this Exhibit B below. For purposes of these Robustness Rules, "hardware" shall mean a physical device, including a component, that implements any of the content protection requirements as to which this Agreement requires that a Licensed Product be compliant and that (x) does not include instructions or data other than such instructions or data that are permanently embedded in such device or component; or (y) includes instructions or data that are not permanently embedded in such device or component where such instructions or data have been customized for such Licensed Product and such instructions or data are not accessible to the end user through the Licensed Product.

(d) Hybrid. The interfaces between hardware and software portions of a Licensed

Product shall be designed so that they provide a similar level of protection which would be provided by a purely hardware or purely software implementation as described above.

(e) Level of Protection. The protection functions of the Specifications (maintaining the confidentiality of Keys, key generation methods and the cryptographic algorithms, conformance to the Compliance Rules and preventing Controlled Content that has been decrypted, from copying or unauthorized viewing) shall be implemented, at a minimum, in a way that they:

(i) Cannot be reasonably foreseen to be defeated or circumvented merely by using general purpose tools or equipment that are widely available at a reasonable price, such as screw drivers, jumpers, clips and soldering irons ("Widely Available Tools"), or using specialized electronic tools or specialized software tools that are widely available at a reasonable price, such as EEPROM readers and writers, debuggers or de-compilers or similar software development tools ("Specialized Tools"), other than devices or technologies whether hardware or software that are designed and made available for the specific purpose of bypassing or circumventing the protection technologies required ("Circumvention Devices"); and

(ii) Can only with difficulty be defeated or circumvented using professional tools or equipment (excluding Circumvention Devices and professional tools or equipment that are made available only on the basis of a non-disclosure agreement), such as logic analyzers, chip disassembly systems, or in-circuit emulators or other tools, equipment, methods or techniques not included in the definition of Widely Available Tools and Specialized Tools in subsection (i) above.

(f) Advance of Technology. Although an implementation of a Licensed Product when designed and shipped may meet the above standards, subsequent circumstances may arise which, had they existed at the time of design of a particular Licensed Product, would have caused such product to fail to comply with this Exhibit B. If Licensee has (a) actual Notice of New Circumstances, or (b) actual knowledge of New Circumstances (the occurrence of (a) or (b) hereinafter referred to as "Notice"), then within eighteen months after Notice Licensee shall cease distribution of such Licensed Product and shall only distribute Licensed Products that are compliant with this Exhibit B in view of the then-current circumstances.

**Exhibit C: Compliance Rules for CI Plus/MOST Host Devices
Version 1.5**

Note1: The terms of this Exhibit C do not apply with respect to Prototypes.
Note2: Notwithstanding paragraph 4.6 of the CI Plus Specifications, it is not mandatory for a CI Plus MOST Host to support the "CI Plus browser" application MMI

Licensed Products, must comply with the requirements set forth in this Exhibit and be constructed so as to resist attempts at circumvention of these requirements as specified in Exhibit B, Robustness Rules.

Licensor may approve from time to time additional outputs and/or content protection technologies on a reasonable and non-discriminatory basis and add such provisions to this Exhibit. The Change Control is indicated in Exhibit K of this Licensee Agreement

1.0   DEFINITIONS

1.1   "**Constrained Image**" means the visual equivalent of not more than 520,000 Pixels per frame (e.g. an image with resolution of 960 horizontal pixels by 540 vertical pixels for a 16:9 aspect ratio).   A Constrained Image can be output or displayed using video processing techniques such as line doubling or sharpening to improve the perceived quality of the image.

1.2   "**Image Constraint Trigger**" or "**ICT**" Definition not applicable anymore since Analog HD sunset (effective September 2012).

1.3   "**Controlled Content**" means content that has been received over and is interpreted by the CI+ interface with a.) the Encryption Mode Indicator ("EMI") bits set to a value other than zero, zero (0,0), or b.) content with the Encryption Mode Indicator ("EMI") bits set to the value   zero, zero (0,0) and the RCT bit set to one (1).

1.4   "**Uncontrolled Content**" means content that has been received over and is interpreted by the CI Plus interface with the Encryption Mode Indicator ("EMI") bits set to zero, zero (0,0) and the RCT bit set to zero (0). For avoidance of doubt, clear content passing through the CICAM unprocessed (i.e. in CICAM pass through mode) is also Uncontrolled Content.

1.5   "**Secure Storage Product**" means a product that ensures that the stored Controlled Content is uniquely cryptographically associated with the original Licensed Product connected to the storage device, so that it can only be accessed by the product in compliance with rules applicable to the stored Controlled Content and is able to withstand "storage cloning attacks". The product shall be made in compliance with specified robustness requirements to avoid circumvention of such restrictions that are recognized by the Licensor.

1.6   "**Secure Storage Licensed Product**" means a Licensed Product that is a Secure Storage Product and which fulfils the Robustness Requirements as per this agreement. Controlled Content shall be stored encrypted in a way to provide no less security than the encryption system used to protect the Controlled Content over the CI+ interface. Any key(s) to provide access to this encrypted content shall be securely stored in the Secure Storage Licensed Product in accordance with the Robustness Requirements as per this agreement.

1.7 **"disk / storage cloning"** attack is characterized by the following example:

- A first licensed product (Host-1) correctly stores "Copy one generation" content on a hard drive (HD-1).
- A bit-for-bit copy (a "clone") of HD-1 is made (in violation of this license and federal copyright law) on a second hard drive (HD-Clone).
- Content on HD-1 is then "moved" to a second licensed product (Host-2, having HD-2) in accordance with CI+ Compliance Rules for Host Devices, and the content is correctly obliterated from HD-1.
- HD-1 in Host-1 is now replaced with HD-Clone, resulting in two usable copies (one on Host-1 with HD-Clone, and a second on Host-2 with HD-2).
- Further unauthorized copies may be made similarly by making multiple clone disks.

1.8 **"RCT"** or **"Redistribution Control Trigger"** means the field or bits, as described in the CI Plus Specification, used to trigger the DTCP-MOST Encryption Plus Non-assertion ("EPN") state for protected digital outputs or recordings in the Certified Host Devices when the RCT value of the URI is set to a value of one (1) in combination with the EMI bits set to a value of zero, zero (0,0), which signals the need for redistribution control to be asserted on Controlled Content without the need to assert numeric copy control[1].

1.9 **"RL"** or **"Retention Limit"** means the fields or bits, as described in the CI Plus Specification, used to express the internal retention limit on recorded content with EMI bits set to the value one, one (1,1). The default internal retention is 90 minutes, which may be overridden by the Retention Limit.

1.10 **"URI"** or **"Usage Rules Information"** is the information, determined by the content provider and/or the content distributor and received from the CICAM, that the host uses to control copy creation, analogue output copy control encoding and to set copy control parameters on Host outputs. Refer to the CI Plus Specification for a definition of the URI syntax.

1.11 "**Move**" shall mean a process by which content that is usable by only a first device is effectively rendered unusable by that device and is rendered usable by only one other device or removable media, only in such manner that the content is never simultaneously usable by more than one device or removable media.

1.12 "**User Input Event**" means a distinct action of the user on using the user interface controls of the Licensed Product that represents the user's input.

1.13 "**MMI**" means Man Machine Interface as defined in the CI Plus Specification, using either high level MMI, low level MMI, CI+ browser MMI or MHP API interface based applications: any defined CI+ mechanism whereby the module can interact with the user via the host.

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[1] RCT may not be set to restrict redistribution except in content that could lawfully be marked Copy One Generation but is instead marked Copy Freely.

1.14 "**Host Service Shunning**" means method described in Section 10 of the CI Plus Specification.

1.15 "**DOT Content**" means Controlled Content which EMI bit is set to "Copy Never", and Digital Content Token as described in CI Plus Specification is set to "Digital Only Constraint asserted" so as to prohibit analogue and non-secure digital output.

1.16 "**AST**" means Analog Sunset Token; the DTCP-MOST Analog Sunset Token must be asserted ("0") on CI Plus Controlled Content with CI Plus EMI values other than Copy Freely (see Exhibit E)

1.17 "**Retention_Move_mode**" or "**R_M_M**" means the field or bits, as defined in [MOST specification], used to express the mode of the Move function or the Retention function in combination with the DTCP CCI. The R_M_M can be asserted for DTCP CCI = Copy Never (Retention function). A CI PLUS – MOST Host device is not allowed to assert R_M_M for DTCP CCI = Copy One Generation.

1.18 "**Retention_State**" means the field that indicates the value of the Retention_State when the Retention_Move_mode is asserted and the DTCP CCI indicating Copy Never.

2.0 OUTPUTS
Refer to Exhibit E (URI mapping) for URI interpretation when outputting Controlled Content under this Section 2.0.

2.1 **General**. Licensed Product shall not output Controlled Content to any output, except as permitted in this Section 2.0. For purposes of this Exhibit C, an output shall be deemed to include, but not be limited to, any transmissions to any internal copying, recording, or storage device, but shall not include internal non-persistent or transitory transmissions that otherwise satisfy these Compliance Rules and the Robustness Rules.

Licensed products are not constrained with regard to the output of Uncontrolled Content by this License Agreement.

For avoidance of doubt: Licensed Products are permitted to implement the instructions provided by the URI bits by ensuring that either:
i) Controlled Content is only sent to an output or to storage when this offers adequate protection in the context of this agreement, e.g. depending on the state of the URI bits, resolution or other parameters, or:
ii) by NOT sending any Controlled Content to an output or storage.

Licensees are recommended to consider how such behaviour is adequately communicated to the end-user.

2.2 **Digital Outputs**. Subject to the requirements of Section 2.4, Licensed Product with any digital outputs shall only output Controlled Content as permitted by this Section 2.2.

2.2.1 DTCP-MOST. Subject to the requirement of section 2.4, a Licensed Product may pass Controlled Content, received through the Service, in digital form where such output is protected by DTCP-MOST.

- When so outputting or passing such content to a DTCP-MOST output, the Licensed Product is required to:

  i) map DTCP-MOST CCI, DTCP-MOST DoT, DTCP-MOST EPN, DTCP-MOST DoT, DTCP-MOST ICT and DTCP-MOST APS according to Exhibit E; and
  ii) set DTCP-MOST AST, DTCP-MOST R_M_M and DTCP-MOST Retention State according to Exhibit E ; and
  iii) Use an encryption algorithm that provides no less security than 128-bit Advanced Encryption Standard ("AES");

- Licensed Product must pass all validly received DTCP SRM, if any, from CICAM to DTCP-MOST function.

- Capitalized terms used in this Section, but not otherwise defined in this Exhibit B or the Agreement, shall have the meaning set forth in the DTCP specification or the DTCP Adopter Agreement.

- The Licensed products shall not deliberately interfere with SRM that may have been received directly from RF broadcast and make reasonable efforts to avoid such interference.

2.3 Content and Signalling Non-Interference. This Section shall not prohibit a Licensed product from incorporating features not intended for removal or interference of content and signalling (e.g. zooming, scaling, cropping, picture-in-picture, compression, recompression, image overlays, overlap of windows in a graphical user interface, audio mixing and equalization, video mixing and keying, down sampling, up-sampling, and line doubling, or conversion between widely-used formats for the transport, processing and display of audiovisual signals or data, such as between analogue and digital formats and between PAL and NTSC or RGB and YUV formats, or trick play as well as other features as may be added to the foregoing list from time to time.

For this purpose Licensee should take into consideration specifications from DVB and other accredited standards organizations in the domain of Digital TV and consider any relevant information on the CI Plus Website addressing such non-interference requirements.

2.3.1 Watermark Non-Interference. The Licensed products shall not remove or deliberately interfere with watermarking technologies and shall make reasonable efforts to avoid such interference. Licensee shall take reasonable measures against marketing of its Licensed products by Licensee or cooperating with third party marketing of Licensed products as being fit for removing watermarks.

2.3.2 Content Usage Non-Interference. The Licensed products shall not remove or deliberately interfere with data carried in the stream intended for the protection of content, services and/or parental access and shall make reasonable efforts to avoid such interference. Attention is specifically drawn to the new features enabled in CI Plus

Specification Version 1.3, Section 5.10, in which playback control is defined. Licensee shall take reasonable measures against marketing of its Licensed Products by Licensee or thirds as being fit for removing such data intended for the protection of content, services and/or parental access.

2.3.3 **MMI Non-Interference**. The Licensed products shall not remove or deliberately interfere with data or the video representation of the module MMI output to the user. The Licensed product shall not remove or deliberately interfere with user input and data representing User Input Events back to the module. Specifically the Licensed products shall not store pin-codes or other user input data used for authentication or identification purposes for subsequent forwarding as user generated input to the module MMI session, other than as used for legitimate reasons to enable the new features defined in CI Plus Specification Version 1.3, Section 5.11,

2.4 **DOT Content**. Notwithstanding the terms of Sections 2.1, , and except as provided in Section 2.2.1, Licensed Product shall not pass video portion of DOT Content to any output except as permitted by Sections 2.2.1 of this Exhibit C.

3.0 COPYING, RECORDING, AND STORAGE OF CONTROLLED CONTENT

3.1 **General**. Licensed Products, including, without limitation, Licensed Products with inherent or integrated copying, recording or storage capability shall not copy, record, or store Controlled Content, except as permitted in this Section.   Storage of Controlled Content on removable storage media is not allowed.

3.2 **Mere Buffer for Display**. Licensed Products may store Controlled Content temporarily for the sole purpose of enabling the immediate display of Controlled Content, provided that (a) such storage does not persist after the content has been displayed, and (b) the data is not stored in a way that supports copying, recording, or storage of such data for other purposes, (c) the buffering is limited to a maximum of 10 seconds of video data.

3.3 **Copy No More**. Licensed Products shall not copy, record or store Controlled Content that is designated in the EMI bits as having been copied but not to be copied further ("copy no more"), except as permitted in Section 3.2 or 3.5.2 of this Exhibit C.

3.4 **Copy Never**. Licensed Products, including, without limitation, such a device with integrated recording capability such as a so-called "personal video recorder," shall not copy Controlled Content that is designated in the EMI bits as never to be copied ("copy never") except as permitted in Section 3.2 of this Exhibit C or by the following:

3.4.1 **Storage**: A Secure Storage Licensed Product may, without further authorization, store content, including for the purpose of pausing, as to which Copy Never or Copy No More control has been asserted for the duration up to the Retention Limit from initial transmission and obliterate or render unusable the stored content after stated period of time (e.g. frame-by-frame, minute-by-minute, megabyte by megabyte, etc.), but in no event shall such unit of data exceed one minute of a Program.
Content that has been stored/paused, shall be stored in a manner which is encrypted in a manner that provides no less security than 128-bit Advanced Encryption Standard ("AES") and the stored content is securely bound to the Licensed Product doing the recording so that it is not removable in a usable form there from and is not itself subject

to further temporary or other recording within the Licensed Product before it is rendered unusable; provided the device is made in compliance with specified robustness requirements to avoid circumvention of such restrictions.

3.4.2 Playback Control.   Notwithstanding Section 3.4.1, Secure Storage Licensed Product may store content as to which Copy Never [or Copy No More] control has been asserted in such a way that it can only be played back with authorisation with CICAM in accordance with Section 5.10 of CI Plus Specification version 1.3 and higher. .

3.5 Copy One Generation. Licensed Products, including, without limitation, such a device with integrated recording capability such as a so-called "personal video recorder," shall not copy Controlled Content that is designated in the EMI bits as "copy one generation" or "copy no more", except as permitted in Section 3.2 of this Exhibit C or by the following:

3.5.1 Secure Storage Licensed Products can make a single copy of "Copy One Generation" Controlled Content.   After storage the content shall be designated as "Copy No More". Permissible output options for "Copy No More" content are defined in section 2.0 of this Exhibit C.

3.5.2 A Licensed Product may move stored Controlled Content or output Controlled Content marked as "Copy No More" to a single output, for the purpose of Move, with content state designated as "Copy One Generation".   Such Moved copy shall be protected by recording methods as permitted under this Section 3.5, or shall be output protected by methods as permitted under Section 2.5 of this Exhibit C. The Licensed Product shall ensure that after a successful Move is confirmed the original Licensed Product recording is rendered non-useable and the moved Controlled Content shall be marked "Copy No More".   Multiple moves consistent with these requirements are not prohibited.

3.5.3 Controlled Content that is designated in the EMI bits as "Copy One Generation" may be copied to a removable storage, using any of the technologies in Section 3.6 of this Exhibit C.   After copy is made, copy control status shall be changed to "Copy No More".

3.5.4 A Secure Storage Licensed Product may use a user accessible digital interface to store Controlled Content on a Secure Storage Product, if: (a) the Controlled Content is encrypted across the interface, and in storage, with an encryption algorithm that provides no less security than 128-bit Advanced Encryption Standard ("AES"); (b) the Controlled Content is uniquely cryptographically associated with the original Secure Storage Licensed Product connected to the Secure Storage Product, such that Controlled Content is unusable to any other product or device; (c) the interface and Secure Storage Product, or the system architecture, provides protection from a "disk cloning attack"; (d) no key information is stored on the Secure Storage Product unless encrypted with security no less than AES (128 bit); and (e) the Move, storage and copying of Controlled Content otherwise meets the criteria set forth in the Robustness Rules and the Compliance Rules for Host Devices.

3.6 No Waiver. Licensee acknowledges that the provisions of this Section 3.0 are not a waiver or license of any copyright interest or an admission of the existence or non-existence of a copyright interest.

4.0   Change of Version

4.1 User accessible menus that change the version of a CI Plus Host back to an earlier version of the CI Plus Specification than the version of the CI Plus Specification used for the Registration of that Host are not permitted

4.2 If the Host contains one or more options that change the behaviour of any CI+ resource to that of a higher version of the CI Plus Specification than the version of the CI Plus Specification used for the Registration of that Host, the Host must be compliant to the applicable specifications for every (combination of) settings of all such options.

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Exhibit D: (Intentionally left blank)

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Exhibit E: URI Mapping Table for MOST, v 1.3

Copy type	Use case	CA controlled *12	DoT	RCT *11	EMI	EMI	APS	APS	ICT	Internal Retention limit	DoT	EPN	DTCP CCI	DTCP CCI	ICT	APS	APS	AST	R_M_M *17
	1	0	x	x	x	x	x	x	x	Content not CA controlled and no CI Plus URI shall be transmitted by the CICAM									
Copy Freely *9	2	1	0	0	0	0	0	0	0	none	1	1	0	0	1	0	0	1	1
	3	1	0	0	0	0	0	0	1	none	1	1	0	0	0	0	0	1	1
	4	1	0	0	0	0	0	1	0	none	1	1	0	0	1	0	1	1	1
	5	1	0	0	0	0	0	1	1	none	1	1	0	0	0	0	1	1	1
	6	1	0	0	0	0	1	0	0	none	1	1	0	0	1	1	0	1	1
	7	1	0	0	0	0	1	0	1	none	1	1	0	0	0	1	0	1	1
	8	1	0	0	0	0	1	1	0	none	1	1	0	0	1	1	1	1	1
	9	1	0	0	0	0	1	1	1	none	1	1	0	0	0	1	1	1	1
Copy No More *4	10	1	0	0	0	1	0	0	0	none	0	1	0	1	1	0	0	0	1
	11	1	0	0	0	1	0	0	1	none	0	1	0	1	0	0	0	0	1
	12	1	0	0	0	1	0	1	0	none	0	1	0	1	1	0	1	0	1
	13	1	0	0	0	1	0	1	1	none	0	1	0	1	0	0	1	0	1
	14	1	0	0	0	1	1	0	0	none	0	1	0	1	1	1	0	0	1
	15	1	0	0	0	1	1	0	1	none	0	1	0	1	0	1	0	0	1
	16	1	0	0	0	1	1	1	0	none	0	1	0	1	1	1	1	0	1
	17	1	0	0	0	1	1	1	1	none	0	1	0	1	0	1	1	0	1
Copy Once	18	1	0	0	1	0	0	0	0	none	0	1	1	0	1	0	0	0	1
	19	1	0	0	1	0	0	0	1	none	0	1	1	0	0	0	0	0	1
	20	1	0	0	1	0	0	1	0	none	0	1	1	0	1	0	1	0	1
	21	1	0	0	1	0	0	1	1	none	0	1	1	0	0	0	1	0	1
	22	1	0	0	1	0	1	0	0	none	0	1	1	0	1	1	0	0	1
	23	1	0	0	1	0	1	0	1	none	0	1	1	0	0	1	0	0	1
	24	1	0	0	1	0	1	1	0	none	0	1	1	0	1	1	1	0	1
	25	1	0	0	1	0	1	1	1	none	0	1	1	0	0	1	1	0	1
Copy Never	26	1	0	0	1	1	0	0	0		0	1	1	1	1	0	0	0	0
	27	1	0	0	1	1	0	0	1		0	1	1	1	0	0	0	0	0
	28	1	0	0	1	1	0	1	0		0	1	1	1	1	0	1	0	0
	29	1	0	0	1	1	0	1	1	Note *10	0	1	1	1	0	0	1	0	0
	30	1	0	0	1	1	1	0	0		0	1	1	1	1	1	0	0	0
	31	1	0	0	1	1	1	0	1		0	1	1	1	0	1	0	0	0
	32	1	0	0	1	1	1	1	0		0	1	1	1	1	1	1	0	0
	33	1	0	0	1	1	1	1	1		0	1	1	1	0	1	1	0	0
Copy Freely (RCT)	34	1	0	1	0	0	0	0	0	none	0	0	0	0	1	0	0	0	1
	35	1	0	1	0	0	0	0	1	none	0	0	0	0	0	0	0	0	1
	36	1	0	1	0	0	0	1	0	none	0	0	0	0	1	0	1	0	1
	37	1	0	1	0	0	0	1	1	none	0	0	0	0	0	0	1	0	1
	38	1	0	1	0	0	1	0	0	none	0	0	0	0	1	1	0	0	1
	39	1	0	1	0	0	1	0	1	none	0	0	0	0	0	1	0	0	1
	40	1	0	1	0	0	1	1	0	none	0	0	0	0	1	1	1	0	1
	41	1	0	1	0	0	1	1	1	none	0	0	0	0	0	1	1	0	1
	42 - 49	1	0	1	0	1	x	x	x	URI is illegal and shall not be transmitted *3									
	50 - 57	1	0	1	1	0	x	x	x										
	58 - 65	1	0	1	1	1	x	x	x										
	66 - 73	1	1	x	0	0	x	x	x	URI is illegal and can not be transmitted in URI version 2 or higher *14									
	74 - 81	1	1	x	0	1	x	x	x										
	82 - 89	1	1	x	1	0	x	x	x										
Copy Never (DoT)	90	1	1	0	1	1	0	0	0		0	1	1	1	1	0	0	0	0
	91	1	1	0	1	1	0	0	1		0	1	1	1	0	0	0	0	0
	92	1	1	0	1	1	0	1	0		0	1	1	1	1	0	1	0	0
	93	1	1	0	1	1	0	1	1	Note *10	0	1	1	1	0	0	1	0	0
	94	1	1	0	1	1	1	0	0		0	1	1	1	1	1	0	0	0
	95	1	1	0	1	1	1	0	1		0	1	1	1	0	1	0	0	0
	96	1	1	0	1	1	1	1	0		0	1	1	1	1	1	1	0	0
	97	1	1	0	1	1	1	1	1		0	1	1	1	0	1	1	0	0

Notes

1	Use case #26 is the initial default URI
2	Use case #27 is the final default URI when not received within timeout
3	If the Host receives this value it reverts to the initial default URI and shall revert to the final default URI when no subsequent URI is received within the timeout. Refer to CI Plus Specification, section 5.7
4	Copy No More is an illegal URI for the content provider to send. Copy No More is the use case where the CICAM makes a copy of Copy Once content and changes the URI to Copy No More.
9	When URI is set to Copy Freely, there is no encryption asserted for DTCP, AACS and CPRM.
10	The value of the URI rl_copy_control_info shall not be propagated by MOST, the DTCP Retention_State shall be set to the minimum retention time of 90 minutes (0b111).
11	Without an signal from the operator the module may not automatically enable the RCT
12	"CA controlled" means that there are CA descriptors in the CA_PMT and the selected service is processed by an authenticated CI Plus module
14	Use case #66 to 89 is an illegal URI and can not be transmitted in URI version 2 or higher and is not available for URI version 1.
17	R_M_M - Retention_Move_mode

Numbering above is non-consecutive to retain compatibility with the main CI Plus License Agreement

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CI Plus/MOST Interim Device License Agreement   E-2
Issued 1st January 2015
Exhibit E – URI Mapping Table for MOST version 1.3

Exhibit F: (Intentionally left blank)

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Exhibit G: Robustness Rules Checklist
Version 1.2

Disclaimer

The Robustness Checklist is intended as an aid to the correct implementation of the Robustness Rules for hardware and software implementations of the Specifications in a Licensed Product. It does not supersede or supplant the Specifications, Compliance Rules, or Robustness Rules. The Company is advised that there are elements of the Specifications, the Robustness Rules and the Compliance Rules that are not reflected here but that must be complied with. This Robustness Rules checklist is not required to be completed at the same time as the initial signing or renewal of the ILA. It has to be completed at each Device Registration

Failure to comply with the Specifications, Compliance Rules and Robustness Rules could result in a breach of the Agreement and legal action taken by the CI Plus TA or other parties under the agreement.

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1.0 Introduction

In section 2.0 a check-list for CI+ robustness is presented. The "CI+ Robustness Certification Checklist" is basically a questionnaire that is tool for the Host and Module manufacturers to validate the implemented robustness against required robustness. Where questions cannot be answered positively, non-compliance can be expected, which requires the manufacturer to take action. A completed CI+ Robustness Certification Checklist can be viewed as a self-declaration of compliancy.

A completed CI+ Robustness Certification Check-list shall be part of the request for the Registration of a new Device Type for a specific brand.

Important: This exhibit is an example of the CI+ Certification Checklist, and is provided for reference only. Do not complete this exhibit when submitting the Interim License Agreement.

2.0 CI+ Robustness Certification Checklist

Date: _____

Manufacturer / Brand: _____

Product Name: _____

Hardware Model or Software Version: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

Print Name(s): _____

Signature(s): _____

2.1 General design and implementation questions

Question 1.1: Have you read the Compliance Rules and the Robustness Rules?

Yes / No (if yes, which version and date)

Question 1.2:   Has the Licensed Product been designed and manufactured so there are no switches, buttons, jumpers, or software equivalents of the foregoing, or specific traces that can be cut, by which the content protection technologies, analogue protection systems, output restrictions, recording limitations, or other mandatory provisions of the Specifications or Compliance Rules can be defeated or by which Controlled Content can be exposed to unauthorized copying?

Yes / No

Question 1.3:   Has the Licensed Product been designed and manufactured so there are no service menus and no functions (such as remote-control functions, switches, check boxes, or other means) that can intercept the flow of Controlled Content or expose it to unauthorized copying?

Yes / No

Question 1.4:   Has the Licensed Product been designed and manufactured so there are no service menus and no functions (such as remote-control functions, switches, check boxes, or other means) that can turn off any analogue protection systems, output restrictions, recording limitations, or other mandatory provisions of the Specifications or Compliance Rules?

Yes / No

Question 1.5:   Does the Licensed Product have service menus, service functions, or service utilities that can alter or expose the flow of Controlled Content within the device?

Yes / No

If answered 'Yes', please describe these service menus, service functions, or service utilities and the steps that are being taken to ensure that these service tools will not be used to expose or misdirect Controlled Content.

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Question 1.6:   Does the Licensed Product have service menus, service functions, or service utilities that can turn off any analogue protection systems, output restrictions, recording limitations, or other mandatory provisions of the Specifications, the Compliance Rules, or the Robustness Rules?

Yes / No

If answered 'Yes', please describe these service menus, service functions, or service utilities and the steps that are being taken to ensure that these service tools will not be used to defeat the Compliance Rules and the Robustness Rules.

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Question 1.7:   Does the Licensed Product have any User Accessible Buses (as defined in Section 2.0 of the Robustness Rules)?

Yes / No

<div style="border: 1px solid black; min-height: 200px;"></div>

If answered 'Yes', are Controlled Content carried on this bus?

Yes / No

If answered 'Yes', then identify and describe the bus, and whether the Controlled Content is compressed or uncompressed. If such Data is present, then explain in detail how and by what means the data is being protected as required by Section 2.0 of the Robustness Rules.

<div style="border: 1px solid black; min-height: 350px;"></div>

Question 1.8: Does the Licensed Product have User Accessible Buses that support Direct Memory Access?

Yes / No

If answered 'Yes", then explain why Controlled Content, Keys and Production Credentials cannot be disclosed, revealed, replaced, or modified using Direct Memory Access.

<div style="border: 1px solid black; min-height: 300px;"></div>

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Question 1.9: If the Licensed Product delivers Controlled Content from one part of the product to another, whether among software modules, integrated circuits or otherwise or a combination thereof, explain how the portions of the product that perform authentication and decryption and the MPEG (or similar) decoder have been designed, associated and integrated with each other so that Controlled Content is secure from interception and copying as required in Section 3.0(a) of the Robustness Rules.

Question 1.10: To assure correct operation of the Pseudo Random Number Generator (see Annex A of the CI Plus Specification) verify its behaviour by performing the tests specified in the NIST SP 800-22 publication.

Pass / Fail

Question 1.11: Describe the method by which the Licensed Product self-checks the integrity of the firmware or hardware components in such manner that modifications will cause failure of authorization or decryption as described in Section 3.0(b)(ii) of the Robustness Rules. Describe what happens when integrity is violated.

Question 1.12:   Describe the method by which the Licensed Product checks the authenticity and integrity of firmware updates in such manner that unauthorized firmware updates will be rejected.

Question 1.13:   If applicable, describe the method by which the Licensed Product protects stored Controlled Content for the purpose of PVR or PauseTV.

Question 1.14:   Describe the method of provisioning Keys and Production Credentials during the production of the Licensed Product. Include any preparation steps.

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Question 1.15: (for Hosts only): does the product have any user accessible menus that change the version the Host back to an earlier version of the CI Plus Specification than the version of the CI Plus Specification used for this Registration?

Yes / No

Question 1.16: (for Hosts only): does the product contain one or more options that change the behavior of any CI Plus Resource to that of a higher version of the CI Plus Specification than the version of the CI Plus Specification used for the Registration?

Yes / No

If answered Yes: List each Resource that can be changed to a higher version and confirm that the Host is compliant to the applicable specifications for every (combination of) settings of all such options.

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2.2 Design and implementation questions

Question 2.1: In the Licensed Product, describe the method by which the confidentiality of the Key(s) is protected when stored in firmware and / or hardware.

Question 2.2: In the Licensed Product, describe the method by which the authenticity of the Production Credentials is protected when stored in firmware and / or hardware.

Question 2.3: In the Licensed Product, describe the method by which the intermediate cryptographic values (e.g., values created during the process of authentication between host and module, or devices within a Licensed Product) are created and held in a protected manner.

Question 2.4:　　In the Licensed CICAM Product, describe the method by which the Certificate Revocation Lists (CRL and CWL) are protected from replacement and change.

Question 2.5:　　In the Licensed Product, describe the method being used to prevent commonly available debugging or decompiling tools (incl. JTAG and I^2C) from being used to single-step, decompile, or examine the operation of the CI+ functions implemented in software and/or hardware.

2.3　　Anti-tampering questions

Question 3.1:　　To assure that integrity self-checking is being performed, perform a test to reassure that the executable will fail to work once a binary editor is used to modify a random byte of the executable image containing CI+ functions, and describe the method and results of the test.

Pass / Fail

Question 3.2:   In the Licensed Product, does the removal or replacement of hardware elements or modules that implement CI+ functions render the Licensed Product unable to receive, decrypt, or decode Controlled Content?   For example, a DIP package FLASH memory chip can be easily be removed and replaced by another FLASH memory.   The replaced FLASH memory may contain software-code that circumvents the Compliance Rules and Robustness Rules.

Yes / No

If answered 'No', describe the means used to prevent such attempts.

Question 3.3:   If applicable, specify the tamper resistance properties of security epoxies used by the Licensed Product in order to meet the required level of robustness as defined by the Robustness Rules.

Exhibit H: Confidentiality Agreement

1.0   Confidential Information. "Confidential Information" shall mean (i) Highly
Confidential Information (as defined below), (ii) any other technology, software
development tools, methodologies, processes, algorithms, test data sets and test data
cases and related documentation that CI Plus TA provides to Licensee hereunder in order
to facilitate Licensee's exercise of its rights and performance of its obligations
hereunder, and (iii) any other information of CI Plus TA and information of Licensee,
each of 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 within thirty (30) calendar 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 Licensee to be bound by the same
confidentiality obligation which Recipient is bound by under this Exhibit H, provided
however that Recipient may disclose Highly Confidential Information only in
accordance with Section 2 of this Exhibit H.   Recipient shall be responsible for any
breach of such confidentiality obligation by such parties, including former employees,
Affiliates, contractors, consultants, agents, customers (other than Members) 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 H 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 H shall terminate three years after the date of the last
shipment of product using the Licensed Technology by Licensee or any other licensee of
the Licensed Technology; provided that Sections 2.0(b), 2.0(c), and 3.0 in this Exhibit H
shall cease to apply when the Recipient has returned all tangible embodiments of
Licensed Technology in its possession to the Discloser.

2.0   Highly Confidential Information. "Highly Confidential Information" shall mean Keys,
Production Credentials and any other material delivered to Licensee by CI Plus TA
which is so designated.

Licensee shall implement and maintain security measures for Highly Confidential

Information that are in accordance with commercial practices for similar information. Such measures to include, at a minimum, the following:

(a) Licensee shall transmit the Highly Confidential Information only to its employees, subcontractors and Have Made parties who need to know Highly Confidential Information, who are informed of the confidential nature of Highly Confidential Information, and, who have agreed in writing to abide by the terms and conditions at least as protective as this Exhibit H. Licensee shall identify (by title) individuals with access to Highly Confidential Information to CI Plus TA upon request;

(b) Licensee shall maintain a secure location at each of its premises where Highly Confidential Information is needed, which must be identified to CI Plus TA upon request, in which any and all Highly Confidential Information shall be stored. Such secure locations shall be accessible only by authorized employees who shall be required to sign in and out each time such employees visit such secure location. When Highly Confidential Information is not in use, such information shall be stored in a locked safe or in encrypted form at such secure locations;

(c) Licensee shall maintain a security log of periodic tests of security, shipments of Highly Confidential Information from one secure location to another (if applicable), and breaches of security at all secure locations. Licensee shall reasonably cooperate with CI Plus TA and its employees and agents to maintain the security of Highly Confidential Information, including by promptly reporting to CI Plus TA any thefts or Highly Confidential Information missing from Licensee's possession; and

(d) Licensee shall notify CI Plus TA immediately upon discovery of any unauthorized use or disclosure of Highly Confidential Information, and will cooperate with CI Plus TA to seek to regain possession of the Highly Confidential Information disclosed and to prevent its further unauthorized use or disclosure.

3.0 **Security Audit**. CI Plus TA (or the third party auditors identified hereunder) shall have the right to review, upon thirty (30) Business Days notice (or earlier if CI Plus TA has a good faith belief that the Highly Confidential Information has been, or will be, compromised in any manner) the implementation of all security measures at the secure location(s) required hereunder for the Highly Confidential Information no more frequently than once per year (unless CI Plus TA has a good faith belief that the Highly Confidential Information has been, or will be, compromised in any manner) at reasonable times as agreed between Licensee and CI Plus TA. Such audit shall be subject to the confidentiality provisions of Section 1.0 or otherwise reasonably designated by Licensee. CI Plus TA and Licensee hereby consent to use an third-party auditor mutually agreed by Licensee and CI Plus TA. CI Plus TA shall cause such third-party auditor to be bound by the same confidentiality obligation which Recipient is bound by under this Exhibit H and shall be responsible for such third-party auditor's breach of such confidentiality obligation. In the event that such third-party auditor finds Material Breach of this Agreement by Licensee, CI Plus TA shall have such auditor limit its report to CI Plus TA only the facts directly relevant to such breach that are necessary to enforce this Agreement. In the event that such third-party auditor finds no Material Breach of this Agreement with respect to Licensee's handling and safeguarding of the Highly Confidential Information, CI Plus TA shall have such auditor limit its report to CI Plus TA solely to such finding. Such reported information shall be deemed Licensee's Highly Confidential Information.

Exhibit I: Fee Schedule 2015

1.0 License Fee.
For Host: €12,000 (Fee is waived for Licensees of who have paid for CI Plus ILA 2015)

2.0 Yearly Renewal Fee.
For Host: €12,000 (Fee is waived for Licensees who have paid for CI Plus ILA 2015)

3.0 Registration Fees.
Fees for Registration of Device Type: €4,000

4.0 Keys and Device Digital Certificates.
Fees for Keys and Device Digital Certificates: Detailed Below

Item	**Total Cost to Licensee**	
Cost for batch of 10,000 sets of Key and Device	1 ~ 50 batches	€ 380/ 10k batch
Digital Certificate, based on annual cumulative	51 ~ 100 batches	€360 / 10k batch
certificate volumes, starting from 1 January 2015.	> 100 batches	€320 / 10k batch

All fees exclude Taxes. See Clause 8.3 of this Agreement.

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Exhibit J: Registration Procedure for MOST Devices.

1.0   Normal Registration.
       (1) Having completed an agreement with a Test Partner, Licensee may submit a Device and a completed checklist for such Device attached as Exhibit G of this Agreement ("Robustness Checklist") to a Test Partner as a new Device Type for testing.
       (2) Licensee shall ensure that such Test Partner examines Robustness Checklist and such submitted Device in accordance with document titled CI+ Test Specification, and upon successful examination, issue Device Testing Results to Licensee.
       (3) After such successful examination, Licensee applies for Registration of Device Type of such Device to CI Plus TA, attaching Device Testing Results and Robustness Checklist.
       (4) CI Plus TA shall notify Licensee of the results of confirmation by CI Plus TA within ten (10) Business Days, which may have status (i) Registered, or (ii) not accepted. CI Plus TA shall Register only if such Device satisfies each criteria in Section 3.0 of this Exhibit J.   In case of failure to respond within ten (10) Business Days after such application, such Device Type shall be deemed to be Registered.
       (5) In case of receipt of notification of (4)(ii) above, Licensee may apply to CI Plus TA for Registration after Licensee takes necessary actions to remedy failures to satisfy such criteria.

2.0   Registration criteria. (1) The submitted Device Testing Results is proved to be authentic, (2) the submitted Robustness Checklist is proved to be authentic, (3) Licensee has paid Annual Fee, and (4) Licensee has paid Registration Fee.

3.0   Registration Fee Payment. In case of application for Registration under Section 1.0 and 2.0 of this Exhibit J an appropriate fee as defined in Exhibit I must be submitted with the registration documents.

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Exhibit K: Change Procedure.

1.0   CI Plus Change Control Notices shall be published on the CI Plus TA website and will be notified by email to a nominated employee/s (maximum 3) of Licensee who shall be registered at the CI Plus TA for such purpose.

2.0   Each CI Plus Change Control Notice shall have following information:
(a) Unique Identifier;
(b) Date of notice;
(c) Description of the change and documentation affected; and
(d) The Publication Date and the Effective Date.

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Exhibit L: Revocation Procedure

The procedures set forth in this Exhibit shall apply to Revocation as set forth in Section 15.3 of the Agreement.

1.0   Notice of Revocation. In the event that Revocation is requested, CI Plus TA shall 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 hereunder, or if CI Plus TA is required to Revoke pursuant to Section 15.3.2 (c) of the Agreement, CI Plus TA may 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 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 1.0 of this Exhibit L 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 notifies within such notice period CI Plus TA of its intent to object to the requested Revocation, and Licensee shall have submitted a sworn affidavit (the "Licensee Affidavit"), 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"). Within 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. Within twenty (20) Business 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 L to determine whether the requested Revocation may proceed.

2.3   Request for Revocation. Licensee may seek Revocation by providing proof in a Licensee Affidavit of any of the facts relating to any particular Host Certificate and/or associated Key issued to Licensee hereunder that would warrant Revocation of such certificate and satisfy one or more of the Revocation Criteria.

3.0   Indemnification.   If Licensee 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 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 legal fees and expenses, arising out of the Revocation or rescission of Revocation of any Host

Certificate for which Licensee 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 but not limited to any costs and expenses associated with the generation and distribution of information necessary to effect such Revocation or rescission of Revocation 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 rescission of Revocation. CI Plus TA may require a bond or security reasonably anticipated for such 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 CI Plus Device Interim License Agreement and/or any affected person or entity that such Licensees(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 within   ten (10) Business Days of the initiation of arbitration; provided, however, that in the event the Arbitrating Parties cannot agree on a sole arbitrator within such ten (10)-Business Day period, the Revocation Initiators, on the one hand, and the other Arbitrating Parties, on the other hand, shall each, promptly thereafter, select one arbitrator from the International Chamber of Commerce and those two 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 within (20) Business Days 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 twenty (20) Business 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 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. In the event that the arbitrator(s) determine(s) that the Revocation Criteria set forth in Section 15.3.2 (a) of the Agreement have been satisfied e, Revocation shall be warranted to the Revocation Level stated by the arbitrator(s).

4.10 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 TA if it has elected to be a party to the arbitration, as the arbitrator(s) may determine.

4.11 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.

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