

CI Plus INTERIM CONTENT DISTRIBUTOR AGREEMENT

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

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

This Agreement is effective as of the last date signed below by the Party signing last in time (the “**Effective Date**”).

CI PLUS LLP:

C/O BDO LLP 31 Chertsey Street, Guildford, Surrey, GU1 4HN. United Kingdom
Registered in England and Wales. Registered No. OC341596

Individual Authorised Signatory:

Signed: _____
Signed on behalf of CI Plus LLP
Name: _____
Title: _____
Date: _____

CONTENT DISTRIBUTOR:

Company Name: _____
Address: _____
City: _____
State: _____
Postal Code: _____
Country: _____

Individual Authorised Signatory:

Signed: _____
Name: _____
Title: _____
Date: _____

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

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

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

1.0 DEFINITIONS

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

1.2 “**Administration Fee**” shall have the meaning set forth in EXHIBIT A.

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

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

1.5 “**Affiliate**” 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.

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

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

1.8 “**Certificate Revocation List**” shall mean a digitally signed list of one or more Host Certificates to be Revoked as set forth in Section 6.3.

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

1.10 “**CI Plus Interim Content Distributor Agreement**” or “**Content Distributor Agreement**” shall mean this Agreement and any other agreement between an Operator or Content Provider and CI Plus LLP granting such Operator or Content Provider (as applicable) certain rights, including the right to use security maintenance features of CI PLUS.

1.11 “**CI Plus Device Interim License Agreement**” or “**Interim License Agreement**” shall mean the agreement between an adopter of CI PLUS

(Licensee) and CI Plus LLP granting such adopter certain rights to access and use CI PLUS to develop and manufacture a Licensed Product or Component Product. For different security levels and device form factors, the Interim License Agreement may also have an addendum associated. The Interim License Agreement is appended hereto as EXHIBIT C and as modified by CI Plus LLP from time to time.

- 1.12** “**CI Plus Enhanced Content Protection**”, “**Enhanced Content Protection**” or “**ECP**” shall mean content protection measures over and beyond those generally considered sufficient to protect HD content.
- 1.13** “**CI Plus LLP**” shall have the meaning set forth in the preamble to this Agreement.
- 1.14** “**CI Plus Security Level**” shall mean the applicable minimum level of robustness for CI Plus devices required by CI Plus LLP in order for a CI Plus device to consume content requiring the defined protection level.
- 1.15** “**Commercial Advertising Messages**” shall mean, with respect to any service, Program, or schedule or group of Programs, commercial advertising messages other than (a) advertising relating to such service itself or the programming contained therein, (b) the programming of Content Distributor or any of its Affiliates, or (c) any advertising which is displayed concurrently with the display of any part of such Program(s), including but not limited to “bugs”, “frames” and “banners”.
- 1.16** “**Comparable**” shall mean, when used in connection with Undefined Business Models, that an Undefined Business Model approximates a Defined Business Model more closely than it approximates any other Defined Business Model.
- 1.17** “**Compliance Rules**” shall mean the requirements set out in the exhibit entitled “Compliance Rules” in the Effective Interim License Agreement, as such exhibit may be revised by CI Plus LLP from time to time in accordance with Section 3.5 hereof.
- 1.18** “**Conditional Access Delivery**” shall mean any delivery of a service, Program, or schedule or group of Programs via a commercially adopted access control method. Without limitation, “Conditional Access Delivery” includes a Pay Television Transmission; Pay-Per-View; Video-on-Demand; Subscription-on-Demand; Non-Premium Subscription Television and Free Conditional Access Delivery. Notwithstanding the foregoing, “Conditional Access Delivery” does not include any service, Program, or schedule or group of Programs, that is a further transmission of a broadcast transmission (i.e., an over-the-air transmission for reception by the general public using radio frequencies allocated for that purpose) that, substantially simultaneously, is made by a terrestrial television broadcast station located within the country or

territory in which the entity further transmitting such broadcast transmission also is located, where such broadcast transmission is not subject to a commercially adopted access control method (e.g., is broadcast in the clear and supported by advertising revenues or government-mandated fees, without any other charge to members of the public receiving such broadcasts), regardless of whether such entity subjects such further transmission to an access control method. Notwithstanding the foregoing, Conditional Access Delivery shall include any service, Program, or schedule or group of Programs, that both (a) was primarily authored in a format with a resolution equal to or greater than 1000i or 700p (“High Definition” - HD and “Ultra High Definition” - UHD) and (b) is transmitted via a commercially adopted access control method in HD or UHD, provided that such service, Program, or schedule or group of Programs, is not, substantially simultaneously, transmitted in HD or UHD by a terrestrial broadcast station located within the same country or territory, where such broadcast transmission is not subject to a commercially adopted access control method.

- 1.19** “**Confidentiality Agreement**” shall have the meaning set forth in Section 7.0.
- 1.20** “**Content Distributor**” shall have the meaning set forth in the preamble to this Agreement.
- 1.21** “**Content Provider**” means any video programming provider of copyrighted works for transmission to Licensed Products and the copyright owners of such work.
- 1.22** “**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).
- 1.23** “**Defined Business Model**” shall mean the following types of Conditional Access Delivery: Video-on-Demand, Pay-Per View, Pay Television Transmission, Subscription-on-Demand, Non-Premium Subscription Television, or Free Conditional Access Delivery.
- 1.24** “**ECP Controlled Content**” means video content that has been received over and is interpreted by the CI Plus interface with the Encryption Mode Indicator (“**EMI**”) bits set to one, one (1,1) and with the ECP Control Info (“**ECI**”) bits set to values other than b000. **Note:** Audio content is not ECP Controlled Content.
- 1.25** “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.
- 1.26** “**Effective Interim License Agreement**” shall mean the Interim License

Agreement or, if the Final License Agreement has been executed between CI Plus LLP and a Licensee.

- 1.27** “**Eligible Content**” shall have the meaning set forth in Section 3.1.
- 1.28** “**Eligible Content Distributor**” shall have the meaning set forth in Section 3.1.
- 1.29** “**Enhanced Video**” means video content with one or more quality improvements that measurably surpass the quality of HD video. Quality features commonly associated with HD video include (i) quantity of pixels (i.e. $\leq 1920 \times 1080$ pixels), (ii) standard bit depth for HD quality (i.e. 8 bits), (iii) frame rate (i.e. ≤ 60 fps), (iv) standard color space for HD quality (e.g. BT.709), or (v) standard peak luminance for HD quality (i.e. 100 cd/m²).
- 1.30** “**EPN**” shall mean the encoding method known as “Encryption plus Non-Assertion” that indicates that Controlled Content is to be protected using CI PLUS but that copy control restrictions are not being asserted with respect to such content.
- 1.31** “**Exhibition**” shall include the display of a Program on a television receiver, computer screen, monitor or other device.
- 1.32** “**Fees**” shall have the meaning set forth in Section 4.1.
- 1.33** “**Final Content Distributor Agreement**” means an agreement issued and identified by CI Plus LLP as a successor form of agreement to the CI Plus Interim Content Distributor Agreement.
- 1.34** “**Final License Agreement**” means an agreement issued and identified by CI Plus LLP as a successor form of agreement to the CI Plus Device Interim License Agreement.
- 1.35** “**Free Conditional Access Delivery**” shall mean a Conditional Access Delivery, as to which viewers are not charged any fee (other than government-mandated fees) for the reception or viewing of the programming contained therein.
- 1.36** “**Host**” means any CI Plus Host as defined by the Specification.
- 1.37** “**Host Certificate**” shall have the meaning ascribed to in the Specification.
- 1.38** “**Licensed Product**” shall have the meaning set forth in the Effective Interim License Agreement.
- 1.39** “**Licensee**” shall mean any entity (the Named Licensee) and its Affiliates that

has executed an Interim License Agreement with CI Plus LLP.

- 1.40** “**Member**” means a member of CI Plus LLP and “**Members**” means all of them.
- 1.41** “**Module**” or “**CICAM**” means CI Plus module as defined in Specification.
- 1.42** “**Non-Premium Subscription Television**” shall mean a Conditional Access Delivery of a service, or schedule or group of Programs (which may be offered for sale together with other services, or schedule or group of Programs), for which subscribers are charged a subscription fee for the reception or viewing of the programming contained therein, other than Pay Television and Subscription-on-Demand. By way of example, “basic cable service” and “extended basic cable service” in the United States (other than such programming contained therein that does not fall within the definition of Conditional Access Delivery) are “Non-Premium Subscription Television”.
- 1.43** “**Operative Protection Agreements**” shall have the meaning set forth in Section 3.4.1.
- 1.44** “**Operator**” means any third party that controls the distribution of audio video or data services on a digital television (DTV) distribution network that may be received by a Host or processed by a Module and that has signed the Content Distributor Agreement.
- 1.45** “**Party**” shall mean a party to this Agreement.
- 1.46** “**Pay-Per-View**” shall mean a delivery of a single Program or a specified group of Programs, as to which each such single Program is generally uninterrupted by Commercial Advertising Messages and for which recipients are charged a separate fee for each Program or specified group of Programs. The term “Pay-Per-View” shall also include delivery of a single Program as described above for which multiple start times are made available at time intervals which are less than the running time of such Program as a whole. If a given delivery qualifies both as Pay-Per-View and a Pay Television Transmission, then, for purposes of this Agreement, such delivery shall be deemed Pay-Per-View rather than a Pay Television Transmission.
- 1.47** “**Pay Television Transmission**” shall mean a transmission of a service or schedule of Programs, as to which each individual Program is generally uninterrupted by Commercial Advertising Messages and for which service or schedule of Programs subscribing viewers are charged a periodic subscription fee, such as on a monthly basis, for the reception of such programming delivered by such service whether separately or together with other services or programming, during the specified viewing period covered by such fee. If a given delivery qualifies both as a Pay Television Transmission and

Pay-Per-View, Video-on-Demand, or Subscription-on-Demand then, for purposes of this Agreement, such delivery shall be deemed Pay-Per-View, Video-on-Demand or Subscription-on-Demand rather than a Pay Television Transmission.

- 1.48** “**Production Credentials**” mean set of documents titled “Production Credentials” containing constants and ciphers provided by CI Plus LLP to the Named Licensee and/or its Affiliates in accordance with the Effective Interim License Agreement.
- 1.49** “**Program**” shall mean any work that is transmitted as Controlled Content and/or ECP Controlled Content.
- 1.50** “**Qualified Operator**” shall mean an Operator which is an Eligible Content Distributor which has annual sales in its immediately preceding three consecutive fiscal years from distribution of digital content of more than EURO 100 million, and distributes content in commercial quantities as Controlled Content and/or ECP Controlled Content.
- 1.51** “**Qualified Content Provider**” shall mean a Content Provider which is an Eligible Content Distributor which has annual sales in immediately preceding three consecutive fiscal years from production and licensing of digital content of more than EURO 100 million, and licenses digital content for distribution in commercial quantities as Controlled Content and/or ECP Controlled Content.
- 1.52** “**Revocation**” or “**Revoked**” shall have the meaning set forth in Section 6.3.
- 1.53** “**Revocation Criteria**” shall have the meaning set forth in Section 6.3.3.
- 1.54** “**Revocation Information**” shall mean information distributed to Eligible Content Distributors by or under the direction of CI Plus LLP for purposes of distributing such information with Controlled Content and/or ECP Controlled Content in order to (i) revoke one or more Host Certificates or (ii) rescind the Revocation of one or more Host Certificates.
- 1.55** “**Robustness Rules**” shall mean the requirements set out in the exhibit entitled “Robustness Rules” in the Effective Interim License Agreement.
- 1.56** “**Specification**” shall have the meaning set forth in the Effective Interim License Agreement.
- 1.57** “**Subscription-on-Demand**” shall mean the delivery of a single Program or a specified group of Programs for which (i) a subscriber is able, at his or her discretion, to select the time for commencement of Exhibition thereof; (ii) where each such single Program is generally uninterrupted by Commercial Advertising Messages; and (iii) for which Program or specified group of

Programs subscribing viewers are charged a periodic subscription fee for the reception of programming delivered by such service during the specified viewing period covered by the fee. In the event a given delivery of a Program qualifies both as a Pay Television Transmission and Subscription-on-Demand, then for purposes of this Agreement, such delivery shall be deemed Subscription-on-Demand rather than a Pay Television Transmission.

1.58 “**Test Technology**” shall have the meaning set forth in the Effective Interim License Agreement.

1.59 “**Undefined Business Model**” shall have the meaning set forth in Section 5.2.

1.60 “**URL**” means <http://www.ci-plus.com> which may be changed from time to time as announced by CI Plus LLP.

1.61 “**Video-on-Demand**” shall mean a delivery of a single Program or a specified group of Programs for which (i) each such individual Program is generally uninterrupted by Commercial Advertising Messages; (ii) recipients are charged a separate fee for each such single Program or specified group of Programs; and (iii) a recipient is able, at his or her discretion, to select the time for commencement of Exhibition of such individual Program or specified group of Programs. In the event a delivery qualifies as both Video-on-Demand and a Pay Television Transmission, then for purposes of this Agreement, such delivery shall be deemed Video-on-Demand.

2.0 INTERPRETATION

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

3.0 RIGHTS GRANTED TO CONTENT DISTRIBUTOR

3.1 Eligible Content Distributors. At any time during the term of this Agreement, Content Distributor shall be deemed an “**Eligible Content Distributor**” and, as such, shall be entitled to the rights set out in Sections 3.2, 3.3 and 3.5, if Content Distributor at such time (a) causes or permits distribution or transmission of its Controlled Content and/or ECP Controlled Content in commercial quantities, or via mass distribution channels, including but not limited to terrestrial or satellite or cable transmission, to the general public in a form that would, in the course of reception and decryption up to and including the recording, display or other performance of such Controlled Content and/or ECP Controlled Content, use a Host-CICAM interface protected by CI PLUS (“**Eligible Content**”) and (b) (i) is not in material breach of any term or condition of this Agreement that is incurable, or (ii) was in material breach of this Agreement, but such breach was curable and was cured no later than thirty

(30) days after Content Distributor's receipt of notice thereof by CI Plus LLP.

3.2 Right to Revocation. For so long as Content Distributor is an Eligible Content Distributor, it shall have the right to Revocation Information for Host Certificate(s) pursuant to the terms of Section 6.3.

3.3 Content Distributor Third-Party Beneficiary Rights.

3.3.1 "Third-Party Beneficiaries" are, (a) with respect to injunctive relief as set out in Section 3.3.3.2(i), Eligible Content Distributor, and (b) with respect to damages as set out in Section 3.3.3.2(ii), Qualified Operator or Qualified Content Provider, together with any Eligible Content Distributor(s) that is (or are) Qualified Operator(s) or Qualified Content Provider(s) under their respective Content Distributor Agreement(s).

3.3.2 Third-Party Beneficiaries shall be entitled to bring such claims ("**Third-Party Beneficiary Claim**") against Licensee as arise from Licensee's Material Breach of their Effective Interim License Agreement, in accordance with the procedure set forth in Section 3.3.3 below. Such entitlement shall be subject to the terms and conditions of, and the limits and the full satisfaction of the relevant conditions set out in the version of, the Licensee's Effective Interim License Agreement.

3.3.3 Rules and Procedures for the Third-Party Beneficiary Claim

3.3.3.1 Joining Third-Party Beneficiary Claims. Upon receipt of any notice of a Material Breach by a Licensee ("**Defendant**") from CI Plus LLP. The Third-Party Beneficiary shall, subject to section 3.3.2, elect whether to join a Third-Party Beneficiary Claim and provide notice to CI Plus LLP no later than sixty (60) sixty days after being notified by CI Plus LLP of a Licensee's Material Breach. The failure by a Third-Party Beneficiary to provide such notice to CI Plus LLP within the allotted sixty (60) day period shall mean that such Third-Party Beneficiary shall not be a Third-Party Beneficiary with respect to all contract claims it may have against Defendant arising out of the alleged breach asserted pursuant to the notified Third-Party Beneficiary Claim. Judgement entered upon such Third-Party Beneficiary Claims shall be binding on all Third-Party Beneficiaries, who received notice from CI Plus LLP as if they had joined such Third-Party Beneficiary Claim. Neither Third-Party Beneficiary's failure to notify and consult with CI Plus LLP, nor CI Plus LLP's failure to give notice to any Third-Party Beneficiary in accordance with these Third-Party Beneficiary Claim procedures shall be a defence to any Third-Party Beneficiary Claim or grounds for a request to delay the granting of preliminary relief requested.

3.3.3.2 Available Remedies. Third-Party Beneficiary shall forthwith provide CI Plus LLP with a notice of the actual filing of any Third-Party Beneficiary Claims, and shall, at CI Plus LLP's request, provide copies of material documents to be filed in connection with Third-Party Beneficiary's initiation or pursuit of such

Third-Party Beneficiary Claim. Third-Party Beneficiary's rights under Third-Party Beneficiary Claim will be limited to:

- (i) seeking injunctive relief against the Licensee for the Licensee's Material Breach; and
- (ii) monetary damages from the Licensee for the Licensee's Material Breach which shall be the smallest of (a) the total subscription fee the affected Qualified Operators earned from the affected services, (b) damages Licensee is liable for under section 16.6 (or equivalent) of Effective Interim License Agreement, or (c) total of subscription fees affected Qualified Operators failed to collect as a result of product in breach of Effective Interim License Agreement.

3.3.3.3 Pursuit of Third-Party Beneficiary Claims. Third-Party Beneficiary shall have no right to initiate or continue any action in pursuit of a Third-Party Beneficiary Claim that: (a) amends any material term of any CI Plus LLP's agreements; or (b) has an adverse effect on the integrity and/or security of CI Plus LLP.

3.3.3.4 No Limitations of Remedies. Third-Party Beneficiary's exercise of any right to be a Third-Party Beneficiary under this section 3.3 shall not constitute an election against any statutory or other non-contractual remedy against a Licensee which may be available to such Third-Party Beneficiary for the same act that gave rise to the Third-Party Beneficiary Claim.

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

3.4 Documents Relating to CI PLUS.

3.4.1 Effective Documents. As of the Effective Date, the following documents are the only documents establishing the rights and obligations of Licensees with respect to CI PLUS:

- (i). Effective Interim License Agreement in effect as of the Effective Date, including their attachments and documents incorporated therein by reference (and including in respect of any and all third party rights); (ii) the Specification; (iii) Test Technology; (iv) Production Credentials; (v) Other interpretive and clarifying documents relating to the licensing of CI PLUS posted on the website of CI Plus LLP as of the Effective Date, including by way of example and not limitation, policy statements of CI Plus LLP, change control notices and clarifications of the Interim License Agreement; and (vi) addendums to the Effective Interim License Agreement relating to different

security levels or form factors, (collectively, the “**Operative Protection Agreements**”).

3.5 Material Changes in Protection or Rights. CI Plus LLP may make changes to the Interim License Agreement or when available the Final License Agreement in accordance with the following provisions:

- (a) CI Plus LLP shall provide reasonable advance notice to the Content Distributor of any material proposed change, addition or supplement to the Interim License Agreement. For purposes of this Agreement, each material proposed, addition or supplement, which Content Distributor is to receive advance written notice of as described in this sub-section 3.5(a), is a “**CI Plus Proposed Action**”.
- (b) Except as otherwise expressly provided in this Section 3.5, for so long as Content Distributor is an Eligible Content Distributor, it shall have the right to file a written objection to any CI Plus Proposed Action that it reasonably believes would have a material and adverse effect on the integrity or security of CI PLUS, or the operation of CI PLUS with respect to protecting Controlled Content and/or ECP Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of Content Distributor with respect to CI PLUS. Any such objection shall set forth with specificity the alleged material and adverse effects on the integrity or security of CI PLUS, or the operation of CI PLUS with respect to protecting Controlled Content and/or ECP Controlled Content from any unauthorized output, transmission, interception or copying, or the rights of Content Distributor with respect to CI PLUS, and shall be delivered to CI Plus LLP no later than fifteen (15) Business Days after the date of notice by CI Plus LLP pursuant to Section 3.5(a) at the address specified in Section 12.7 of this Agreement.
- (c) CI Plus LLP agrees to consider any such objection given pursuant to Section 3.5(b). If CI Plus LLP rejects such objection, it shall provide notice thereof to Content Distributor explaining the reasons for such rejection and why the CI Plus Proposed Action would not be material or have an adverse effect, including, if applicable, the benefits that would be afforded by the CI Plus Proposed Action. CI Plus LLP agrees not to implement any disputed changes without issuing any notice of rejection of objection. Absent delivery to CI Plus LLP of written objection from Content Distributor pursuant to Section 3.5(b), CI Plus LLP may take the applicable CI Plus Proposed Action.

3.6 New Circumstances. The Robustness Rules impose certain obligations on Licensees in the event of New Circumstances (as defined in the Robustness Rules). Content Distributor may notify CI Plus LLP of information regarding any circumstances that Content Distributor believes in good faith constitute New Circumstances with respect to one or more Licensees, and CI Plus LLP shall make such information available to the relevant Licensees.

4.0 ADMINISTRATION FEES

4.1 Payment of fees. In consideration of the rights granted hereunder, Content Distributor shall pay CI Plus LLP an Administration Fee for the term of this Agreement a non-refundable sum in the amount of “Administration Fee” set out in EXHIBIT A (Fee Schedule) no later than thirty (30) days after the Effective Date. Content Distributor shall not be entitled to refunds thereof for any reason. (Administration Fee shall be referred to as “Fees”).

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

4.2.1 Any increase in Fees shall not exceed an amount which is commensurate with any increase in CI Plus LLP’s operational cost including but not limited to the cost of inflation.

4.2.2 Without limiting other terms of Section 4.2, on December 31st, 2021 and every third anniversary thereof, CI Plus LLP may, at its option, increase the Fees by an amount equal to the percentage change in the Harmonized Indices of Consumer Prices (HICP) of Euro Principal European Economic Indicators over the three year period prior to such adjustment. Adjustments under this Section 4.2.2 and modifications under Sections 4.2.1 shall be independent of one another, and not mutually exclusive.

4.3 Applicable taxes. Fees are stated exclusive of all 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 LLP may be required to pay or collect upon granting the rights and licenses hereunder or upon collection of the Fees. Content Distributor agrees to pay and bear the liability for all such taxes, including but not limited to sales, use, value added or other taxes and all customs, duties, or governmental impositions. Should any tax or levy be made, Content Distributor agrees to pay such tax or levy and indemnify CI Plus LLP for any claim made by the authorities for such tax or levy demanded. Further if tax law requires that Content Distributor should deduct any applicable taxes from the amounts due to CI Plus LLP 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 LLP as specified in this Agreement will be enlarged so that the net amount obtained by CI Plus LLP shall be equal to the amount of Fees specified under this Agreement.

5.0 ENCODING RULES

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

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

(i) COPY NEVER

Controlled Content and/or ECP Controlled Content delivered as follows may be encoded and transmitted as Copy Never content:

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand
- d) Pay Television transmission of Enhanced Video
- e) Undefined Business Models that are Comparable to any of the foregoing.

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

(ii) COPY ONE GENERATION

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

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

In the case of Copy One Generation, the Content Distributor shall encode, or direct to be encoded such that the Trick Mode Restricted Content is only applied to Commercial Advertising Messages funded Controlled Content

(iii) EPN

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

- a) Pay-Per-View
- b) Subscription-on-Demand
- c) Video-on-Demand
- d) Pay Television transmission
- e) Non-Premium Subscription Television
- f) Free Conditional Access Delivery

- g) Undefined Business Models that are Comparable to any of the foregoing.

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

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

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

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

5.1.3 Use of the “Digital Only Token - DOT”

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

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

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

5.1.4 Use of the “ECP Control Information - ECI”

Content Distributor shall not encode, or direct to be encoded, using ECI, ECP Controlled Content so as to prevent or limit any Licensed Product from copying or outputting video portion of such content, except as follows:

- a) Where the content delivered is Enhanced Video and:
 - i) Pay-Per-View
 - ii) Subscription-on-Demand
 - iii) Video-on-Demand
 - vi) Pay Television transmission
- b) Undefined Business Models that are Comparable to any of the foregoing.

Content Distributor shall encode, or direct to be encoded, such Enhanced Video ECP Controlled Content so as to cause the Retention Limit to be set to at least ninety (90) minutes, except for content delivered as follows which need not allow retention:

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

For purposes of this Section 5.1.4, to “encode, or direct to be encoded, using ECI” means to direct or cause the setting of the ECI bits so as to cause a Licensed Product to inhibit the copying or output of Enhanced Video ECP Controlled Content.

5.1.5 High Definition Analogue Component Output Sunset (Informative)

Licensed Products submitted for approval after August 31st 2012 shall not output video portion of Controlled Content and/or ECP Controlled Content to High Definition Analogue Outputs. Additionally, Licensed Products manufactured after August 31st 2013 shall cease to output video portion of Controlled Content and/or ECP Controlled Content to High Definition Analogue Outputs.

5.1.6 The provisions of this Agreement shall not be taken or offered by any party as a waiver or license of any copyright interest or an admission of the existence of infringement (or not) of a copyright interest, but represents a technical accommodation with respect to CI PLUS.

5.2 Encoding Rules for Different Business Models and Review Proceeding

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

- (i) Content Distributor, in encoding, or directing to be encoded, using CI PLUS, such Controlled Content and/or ECP Controlled Content, shall comply with the specific Encoding Rules, permitted by Section 5.1, that are applicable to the Defined Business Model that most closely approximates Content Distributor’s Undefined Business Model; and
- (ii) Content Distributor shall notify CI Plus LLP in writing at least 60 days prior to the date on which Content Distributor wishes to make a public announcement of its determination to implement such business model.

5.2.2 Any notice provided under Section 5.2.1, shall set out the Encoding Rules adopted or proposed to be adopted by Content Distributor and which Defined Business Model Content Distributor believes most closely approximates Content Distributor’s Undefined Business Model.

5.2.3 For purposes of clarification, a temporary, bona fide trial of a proposed Undefined Business Model shall not be deemed to be a business model as to which notice is required to be given under Section 5.2.1.

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

5.2.5 If, after the meetings required by Section 5.2.4, CI Plus LLP believes that Content Distributor is proposing to encode or direct to be encoded, or has encoded or directed to be encoded, using CI PLUS, Controlled Content and/or

ECP Controlled Content, in a manner that would not comply with the specific Encoding Rules, permitted by Section 5.1, that are applicable to the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model, CI Plus LLP shall be entitled instruct the Content Distributor to cease encoding, or allowing to be encoded, using CI PLUS, such Controlled Content and/or ECP Controlled Content referred to in Section 5.2.1.

- 5.2.6** If, in accordance with the meetings required by Section 5.2.4, the Parties agree as to which specific Encoding Rules should apply to such Controlled Content and/or ECP Controlled Content, that are applicable to the Defined Business Model that most closely approximates Content Distributor's Undefined Business Model, then Content Distributor shall implement such agreement or so comply with such Encoding Rules as soon as practicable thereafter.

6.0 DENIAL OF SERVICE

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

- 6.2** Content Distributor shall not cause denial of service to a Host based on any elements of the Specification and Production Credentials that is not authorized for such purpose by the CI Plus LLP.

Content Distributor shall not cause denial of service to a Host based on its CI Plus Security Level where the service is not Enhanced Video. For the avoidance of doubt, Enhanced Content Protection shall only be used to protect Enhanced Video.

Content Distributor shall grant non-discriminatory access to services provided via Modules to all Hosts unless:

- a) such Hosts have been the subject of revocation under the terms of the Effective Interim License Agreement, or any subsequent license agreement between the Licensees and CI Plus LLP, or:
- b) such Host do not support any new resources or CI Plus Security Levels as defined in future specification versions and those new resources or CI Plus Security Levels are required for delivery of new services by Content Distributor, where such services are (i) significantly higher in value than any of the existing services available as of December 31st 2020, and (ii) approved by CI Plus LLP. In such case only the affected new services shall be denied, and Content Distributor shall clearly notify the end user that the service is not available.

The rules outlined in Section 6.2 governing non-discriminatory access are based on considerations such as the form factor of the CI Plus connector, supported transport protocols, and the Compliance Rules and Robustness Rules in the current version of the Interim License Agreement which currently preclude certain classes of devices from being a compliant Host. Any change to

either the Specification or any other Operative Protection Agreement that may allow new classes of devices to become compliant Hosts, will require, at the request of an Eligible Content Distributor, that Eligible Content Distributer(s) and CI Plus LLP discuss the terms of this Section 6.2, if necessary, and in any event will be subject to the procedures set forth in Section 3.5.

6.3 Revocation.

6.3.1 Generally. The Specification provides means by which Host Certificate(s) of certain Host(s) may be temporarily invalidated, rendering devices unable to exchange data via CI PLUS with Licensed Products (generally, “**Revocation**” or “**Revoked**”). The Host Certificate of un-trusted and/or non-compliant Host(s), under the conditions defined in the Effective Interim License Agreement, may be placed onto a Certificate Revocation List. The Certificate Revocation List may be updated from time to time and will be provided to Content Distributor if it is an Eligible Content Distributor by CI Plus LLP. The Certificate Revocation List provides different levels of revocation granularities (device, model or brand) per Host Certificate entry. Each Certificate Revocation List issued by CI Plus LLP will expire on December 31st of the year it is issued, unless otherwise indicated by CI Plus LLP. All Modules submitted for approval after July 1st 2017 can receive and process CI PLUS Certificate Revocation Lists. The Certificate Revocation List is also sometimes referred to as a “black list”.

6.3.2 Provision of Revocation Information. CI Plus LLP will provide Content Distributor if it is an Eligible Content Distributor with (i) on-going access to a list of all current entries of the Certificate Revocation List with an explanation of reasons, and (ii) current Certificate Revocation List. The Revocation Information may change from time to time due to new or removal of entries from the Certificate Revocation List, the Content Distributor shall only use the most recent Certificate Revocation List provided by CI Plus LLP if it chooses to deploy Revocation on their network with its Controlled Content and/or ECP Controlled Content.

6.3.3 Criteria for Revocation of devices. If one or more criteria as defined in the Effective Interim License Agreement is or are met, CI Plus LLP may invoke Revocation against devices, pursuant to the procedures in Section 15.3 of the Effective Interim License Agreement.

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

6.3.5 Remedies with Respect to Revocation. Content Distributor’s sole recourse with respect to Revocation shall be the procedures set out in EXHIBIT D. CI Plus LLP and the Members shall each have no liability whatsoever with respect to any Revocation.

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

7.0 CONFIDENTIALITY

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

8.0 TERM AND TERMINATION

8.1 Term. The term of this Agreement shall expire upon the earliest of (a) December 31st of the year of the Effective Date, (b) six (6) months after CI Plus LLP notifies that the Final Content Distributor Agreement is available, or (c) if Content Distributor enters into a Final Content Distributor Agreement with CI Plus LLP, the effective date of such Final Content Distributor Agreement, in each case unless this Agreement is sooner terminated in accordance with this Agreement.

8.2 Termination by CI Plus LLP. CI Plus LLP may, upon notice to Content Distributor, terminate this Agreement:

- (a) in the event that Content Distributor commits a material breach of any term, representation, warranty or covenant set forth in this Agreement, and either such material breach is incapable of being cured or, where such breach is capable of being cured, such breach remains uncured for sixty (60) days after the date of Content Distributor’s receipt of written notice of such material breach from CI Plus LLP;
- (b) if Content Distributor or any of its Affiliates, makes a claim against any Member, CI Plus LLP or any Licensee or Affiliate thereof that the Specification, Production Credentials, Test Technology, CI PLUS, the Licensed Products or use or licensing thereof infringes the rights of the Content Distributor or its Affiliates.

8.3 Termination by Content Distributor. Content Distributor may terminate this Agreement at any time upon at least 90 days’ prior written notice to CI Plus LLP. If the Content Distributor terminates this Agreement, then any fees paid under Section 4 of this Agreement are non-refundable.

8.4 Effect of Termination. Upon the termination or expiration of this Agreement, Content Distributor shall cease to have the rights granted in this Agreement. Unless otherwise stated in this Agreement, no termination or expiration of this

Agreement, whether by CI Plus LLP or by Content Distributor, shall relieve either Party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind anything done by either Party prior to the time such termination becomes effective nor shall the survival of the provisions referenced in Section 8.5 be affected by such termination.

8.5 Survival. Termination or expiration of this Agreement will not relieve either Party from fulfilling its obligations that by their terms or nature survive termination or expiration, including Sections 7, 8.4, 10, 11 (with respect to any claims arising prior to termination), 12 and this Section 8.5 shall survive any termination of this Agreement.

**9.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS;
DISCLAIMERS**

9.1 CI Plus LLP. CI Plus LLP represents, warrants and covenants that:

- (a) it has a right to enter into this Agreement.
- (b) CI Plus LLP has authorized the person who has signed this Agreement for CI Plus LLP to execute and deliver this Agreement to Content Distributor on behalf of CI Plus LLP; and
- (c) this Agreement constitutes a valid and binding obligation of CI Plus LLP; enforceable according to its terms.

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

- (a) it has a right to enter into this Agreement.
- (b) Content Distributor has authorized the person who has signed this Agreement for Content Distributor to execute and deliver this Agreement to CI Plus LLP on behalf of Content Distributor;
- (c) this Agreement constitutes a valid and binding obligation of Content Distributor, enforceable according to its terms; and
- (d) it is causing or permitting distribution or transmission, or that it intends to cause or permit distribution or transmission of, Controlled Content with the expectation that such Controlled Content will be received by Licensed Products.

9.3 Disclaimers. CI PLUS and all information, materials, and Revocation information are provided “as is”. CI Plus LLP makes no representations or warranties, express, implied, statutory or otherwise, and expressly disclaims all implied warranties of merchantability and fitness for a particular purpose and any equivalents under the laws of any jurisdiction that might arise from this Agreement or any activities or information disclosures relating to this Agreement, any Effective Interim License Agreement or any other activity of CI Plus LLP or the Members. Without limiting the foregoing, CI Plus LLP does not represent or warrant that CI PLUS will protect Controlled Content

and/or ECP Controlled Content from unauthorised output, transmission, interception or copying or that CI PLUS is immune to hacking, code-breaking, piracy or other efforts to circumvent such system. CI Plus LLP makes no warranty or representation to Content Distributor that any implementation of the Specification, in whole or in part, will be free from infringement of any third party's intellectual property or proprietary rights.

10.0 LIMITATION OF LIABILITY

10.1 Except in the case of claims arising under Section 7 (Confidentiality) of this Agreement, in no event shall CI Plus LLP be liable to the Content Distributor (whether arising in contract, tort (including negligence), under indemnity or otherwise), for any:

- (a) indirect, incidental, special, consequential, exemplary, or punitive loss or damages; or
- (b) direct or indirect loss or damage of or to (i) profits, (ii) revenue use, (iii) contracts, (iv) reputation or goodwill.

10.2 Notwithstanding anything to the contrary contained in this Agreement, but save in the case of claims arising under Section 7 (Confidentiality) of this Agreement, the maximum total liability however arising of CI Plus LLP under or in connection with this Agreement each calendar year (whether arising in contract, tort (including negligence), under indemnity or otherwise) shall not exceed the total of sums paid by Content Distributor pursuant to Section 4 during that calendar year by the date the claim is notified by Content Distributor to CI Plus LLP.

10.3 Force Majeure.

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

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

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

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

11.0 REMEDIES

11.1 Equitable Relief. Content Distributor and CI Plus LLP agree and acknowledge that due to the unique nature of certain provisions hereof and the lasting effect of and harm from a breach of such provisions, if Content Distributor breaches its obligations under this Agreement, money damages alone may not adequately compensate CI Plus LLP, and that injury to CI Plus LLP may be irreparable, and that specific performance or other temporary, preliminary, or permanent injunctive or equitable relief is an appropriate remedy to prevent further or threatened breaches of such obligations. Without prejudice to CI Plus LLP's other rights and remedies under this Agreement, at law or in equity, in the event that Content Distributor wilfully breaches, or engages in a pattern or practice of breaching, its obligations under this Agreement, it shall be liable for CI Plus LLP's attorneys' fees and expenses incurred in connection with any enforcement action brought by CI Plus LLP in which CI Plus LLP is the prevailing party.

11.2 Liquidated Damages. Content Distributor and CI Plus LLP agree and acknowledge that since it may be impossible to calculate actual damages in the event of certain breaches, in the event of a material breach by Content Distributor of Section 7 (Confidentiality) of this Agreement, Content Distributor shall be liable for liquidated damages in an amount of one million Euros. For the purposes of this Section 11.2, a breach shall be "material" only if a breach has resulted in or is likely to result in commercially significant harm to CI Plus LLP, or constitutes a threat to the integrity or security of CI PLUS. The Parties agree that the figure of one million euros referred to in this Section represents a genuine pre-estimate of loss to CI Plus LLP upon the occurrence of the events provided for in this Section.

11.3 Adopter Third-Party Beneficiary Rights.

11.3.1 The Parties acknowledge and agree that the compliance of Content Distributor with the terms of this Agreement is essential to CI PLUS (including as to the integrity and security of CI PLUS). As part of the consideration for the rights granted to Content Distributor hereunder, Content Distributor hereby confers a third-party-beneficiary right upon each Licensee that designs or manufactures Licensed Products that receives or transmits Controlled Content (each such Licensee, an "Adopter Beneficiary") to enforce those obligations of Content Distributor under Section 5. The procedures set out in section 11.3.2 below shall govern all such claims by Adopter Beneficiaries to enforce those obligations ("Adopter Beneficiary Claims").

11.3.2 Rules and Procedures for the Adopter Beneficiary Claim

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

- (i) send a notice of breach to Content Distributor specifying the action in breach by Content Distributor, with a copy to CI Plus LLP, which shall trigger the cure period of thirty (30) days, or longer period as determined by Adopter

Beneficiary, after the day Content Distributor received such notice, or (ii) in those situations that the Content Distributor has engaged in a pattern of behaviour involving breach of Section 5 of this Agreement, send notice to CI Plus LLP that Adopter Beneficiary is bringing such Adopter Beneficiary Claim.

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

11.3.2.3 Joining Adopter Beneficiary Claims. Upon receipt of any notice of an Adopter Beneficiary Claim against the Content Distributor, CI Plus LLP shall provide timely notice only to such Adopter Beneficiaries who have a right to make the same Adopter Beneficiary Claim. Each Adopter Beneficiary shall be entitled to join the Adopter Beneficiary Claim Neither Adopter Beneficiary's failure to notify and consult with CI Plus LLP, nor CI Plus LLP's failure to give notice to any Adopter Beneficiary in accordance with these Adopter Beneficiary Claim procedures shall be a defence to any Adopter Beneficiary Claim or grounds for a request to delay the granting of preliminary relief requested.

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

12.0 MISCELLANEOUS

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

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

12.3 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).

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

12.5 Law and Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) save for any matters which are subject to resolution by arbitration as set out in this Agreement.

Each party hereto irrevocably consents to the service of process of said courts in any matter relating to this Agreement by personal delivery or by mailing of process, postage prepaid, at the addresses specified in this Agreement, or to the agent to be appointed pursuant to this section. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

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

12.6 Compliance with Laws. In connection with this Agreement, each Party shall comply with all applicable regulations and laws, including export, re-export and foreign policy controls and restrictions that may be imposed by any relevant government. Each Party shall require its commercial customers with a contractual relationship that may export Devices to assume an equivalent obligation with regard to import and export controls.

12.7 No Assignment. Content Distributor shall not assign any of its rights or privileges under this Agreement without the prior written consent of CI Plus

LLP, such consent not to be unreasonably withheld or delayed. No consent shall be required for the assignment of this Agreement to any wholly-owned subsidiary of Content Distributor or for the assignment in connection with the merger or the sale of Content Distributor or Content Distributor's business unit provided that Content Distributor shall remain liable for its obligations hereunder. Any attempted assignment or grant in derogation of the foregoing shall be void.

- 12.8 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 Business Days after deposit in the mail. All notices must be sent to the address set forth on the first page of this Agreement.
- 12.9 Amendments.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.
- 12.10 Waiver.** Any waiver by either Party of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 12.11 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 12.12 Headings.** The headings of the several sections of this Agreement are for convenience and reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 12.13 Entire Agreement.** This Agreement, including the appendices and the documents incorporated in it by reference, embody the entire understanding of the parties with respect to the rights granted under it and supersedes all prior oral or written agreements with respect to the subject matter hereof. Each of the parties agrees that:
- (a) in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether Party to this Agreement or not) which is not expressly set out in this Agreement; and
 - (b) the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under the terms of this Agreement.
- 12.14 Fraud.** Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

- 12.15 Currency.** All fees shall be paid to CI Plus LLP or to its order in Euro Currency by wire transfer or such other means as CI Plus LLP may reasonably specify.
- 12.16 Records Maintenance.** Content Distributor and CI Plus LLP shall maintain accurate records of its activities under this Agreement, including records relating to its distribution of Revocation Information for at least three (3) years from the date of the act recorded.
- 12.17 Third Party Rights.** Save as specifically provided for elsewhere in this Agreement, a person or entity that is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. CI Plus LLP and Content Distributor shall not at any time be required to obtain the consent of any other person in order to rescind or vary any provision of this Agreement including any right of any other person arising pursuant to this Agreement.

LIST OF EXHIBITS

- EXHIBIT A: Fee Schedule**
EXHIBIT B: Confidentiality Agreement
EXHIBIT C: CI Plus Device Interim License Agreement
EXHIBIT D: Revocation Procedure

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EXHIBIT A Fee Schedule

1.0 Administration Fee: €12,000 per annum (January 1st to December 31st).
The exact amount payable will be calculated pro rata based on the Effective Date

All fees exclude Taxes. See Section 4.3 of this Agreement

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EXHIBIT B Confidentiality Agreement

1.0 Confidential Information.

- 1.1 “**Confidential Information**” shall mean (i) any technology, software development tools, methodologies, processes, algorithms, test data sets and test data cases and related documentation that CI Plus LLP provides to Content Distributor hereunder in order to facilitate Content Distributor’s exercise of its rights and performance of its obligations hereunder, and (ii) any other information of CI Plus LLP which is clearly marked as “Confidential” or a similar expression when disclosed in written or electronic form, or indicated as “Confidential” when disclosed orally and confirmed in writing no later than thirty (30) days after such disclosure. “Confidential Information” shall not include information which: (a) was in the possession of, or was known by, the Content Distributor prior to its receipt from CI Plus LLP, without an obligation owed to CI Plus LLP, or its licensors, to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement by the Content Distributor (c) is obtained by the Content Distributor from a third party, without an obligation owed to such third party to keep such information confidential; or (d) is independently developed by the Content Distributor without use of any Confidential Information of CI Plus LLP.
- 1.2 The Content Distributor agrees that it shall keep the Confidential Information of CI Plus LLP 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, provided such persons are obligated by the Content Distributor to be bound by the same confidentiality obligation which the Content Distributor is bound by under this EXHIBIT B and provided the Content Distributor procures each such person’s compliance with the terms of this EXHIBIT B as if such person were a party to it.
- 1.3 The Content Distributor shall be responsible for any breach of such confidentiality obligation by such parties, including former employees, Affiliates, contractors, consultants, agents, customers and representatives. The Content Distributor shall protect the Confidential Information of CI Plus LLP 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.
- 1.4 Notwithstanding anything in this EXHIBIT B to the contrary, Confidential Information may be disclosed by the Content Distributor pursuant to the order or requirements of a court or governmental administrative agency or other governmental body of competent jurisdiction, provided that (x) CI Plus LLP has been notified of such a disclosure request immediately after the Content Distributor knows such order or requirements in order to afford CI Plus LLP 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) the Content Distributor cooperates in good faith with such efforts by CI Plus LLP. The obligations under this EXHIBIT B shall survive without limit on time.

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EXHIBIT C CI Plus Device Interim License Agreement

As reference, the version of the CI Plus Device Interim License Agreement is available at URL <http://www.ci-plus.com/index.php?page=licensee> which may be changed from time to time as announced by CI Plus LLP.

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EXHIBIT D Revocation Procedure

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

1.0 Initiation of Revocation by a Content Distributor

1.1 Content Distributor's Request for Revocation. For so long as Content Distributor is an Eligible Content Distributor, it shall have the right, to request Revocation of a Host by written notice providing a description to CI Plus LLP of any of the facts that would satisfy one or more of the Revocation Criteria. The written notice shall be sufficiently detailed that CI Plus LLP can conduct a full investigation to determine whether the one or more of the Revocation Criteria has been met. If CI Plus LLP agree that one or more of the Revocation Criteria have been met, the procedure in Section 15.3 of the Effective Interim License Agreement will be followed.

Remainder of this page intentionally left blank.