

APPENDIX A

**MODEL DIGITAL TRANSMISSION CONTENT PROTECTION SYSTEM
BROADCAST PROTECTION IMPLEMENTER LICENSE¹**

This MODEL DIGITAL TRANSMISSION CONTENT PROTECTION SYSTEM BROADCAST PROTECTION IMPLEMENTER LICENSE AGREEMENT ("Agreement") by and between [MODEL LICENSE ADMINISTRATOR] ("Licensor") and Broadcast Protection Implementer, named immediately below ("Licensee"), is effective as of the date executed by both Parties on the signature page hereof (the "Effective Date").

Broadcast Protection Implementer _____

Principle Office _____

Jurisdiction of
Implementer's Formation _____

Contact Person and Address _____

RECITALS

WHEREAS, [Developer] has developed a system for protecting certain digital audiovisual content transmitted across digital interfaces, the "Model Digital Transmission Content Protection System" ("MDTPS," as defined below) and has granted to Licensor the right to sublicense MDTPS for certain content protection applications;

WHEREAS, Broadcast Protection Implementer desires the right to use MDTPS in Broadcast Protection Licensed Products or Broadcast Protection Licensed Components developed, manufactured and sold or otherwise distributed for use within the Broadcast Protection Field of Use; and

WHEREAS, the Parties hereto desire to enter into this Agreement for the use of MDTPS within the Broadcast Protection Field of Use, subject to the terms and conditions herein including without limitation compliance with the Broadcast Protection Compliance Rules and the Specification.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual obligations and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and intend to be bound as follows:

ARTICLE 1 - DEFINITIONS

1.01 Construction of definitions: Capitalized terms in this Agreement that are defined in the Broadcast Protection Compliance Rules shall have the same meaning as set forth in the Broadcast Protection Compliance Rules. In case of conflicting definitions, a definition in the Broadcast Protection Compliance Rules shall take precedence over a definition in this Agreement.

¹ The license and its reciprocal obligations (e.g., the non-assert or license covenant) are limited to the Broadcast Protection field of use. Licensees ultimately will have a menu-based option with respect to scope.

1.x **“Affiliates”** means any corporation, partnership or other entity, which directly or indirectly owns, is owned by, or is under common ownership with, Broadcast Protection Implementer, for so long as such ownership exists. For purposes of the foregoing, ‘own,’ ‘owned’ or ‘ownership’ shall mean holding ownership of, or the right to vote, fifty percent (50%) or more of the voting stock or ownership interest entitled to elect a board of directors or a comparable managing authority.

1.x **“Broadcast Protection Compliance Rules”** means the compliance and robustness requirements set forth in Exhibit A, as such exhibit may be amended from time to time pursuant to Section 4.2.

1.x **“Broadcast Protection Field of Use”** means the use of MDTPS to protect Unencrypted Digital Terrestrial Broadcast Content and other Redistribution Control Only Content against [unauthorized redistribution to the public over the Internet,] in compliance with the Broadcast Protection Compliance Rules. [Without limiting the foregoing, the Broadcast Protection Field of Use includes the right to send content using, and the right to receive and act upon content containing, only those MDTPS CCI states identified in the Specification as within the Broadcast Protection Field of Use.]

1.x **“Broadcast Protection Implementers”** means all of the entities that have executed a license to implement MDTPS that includes the Broadcast Protection Field of Use, which license has been executed by the Licensor.

1.x **“Broadcast Protection Licensed Component”** means a hardware or software component for use in a Broadcast Protection Licensed Product that implements all or part of MDTPS as defined in the Specification but that does not constitute a complete Broadcast Protection Licensed Product or does not otherwise meet the Broadcast Protection Compliance Rules.

1.x **“Broadcast Protection Licensed Product”** means a product (i) manufactured with an interface that uses MDTPS in accordance with the Specification to protect Unencrypted Digital Terrestrial Broadcast Content and other Redistribution Control Only Content and (ii) that is compliant with the Broadcast Protection Compliance Rules within the Broadcast Protection Field of Use, and that otherwise satisfies the terms and conditions of this Agreement.

1.x **“Broadcast Protection Necessary Claims”** means claims of a patent or patent application that must be infringed in order to use MDTPS as licensed hereby in the Broadcast Protection Field of Use in compliance with the Specification and Broadcast Protection Compliance Rules, which are owned by Developer or Broadcast Protection Implementer. Broadcast Protection Necessary Claims do not include: any intellectual property other than that specifically directed to MDTPS and, without limitation, specifically do not include underlying intellectual property pertaining to the creation or replication of Optical Media or other media for the carriage of audio, audiovisual or textual information or to the means of reading or writing to such Optical Media or other media.

1.x **“Consumer Price Index”**: shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for the United States City Average (All Urban Consumers, All Items) (1982-1984=100). If the Consumer Price Index is discontinued, the term shall mean such other reasonably reliable and comparable index as may be determined by Licensor.

1.x **“Device Certificate”** means a cryptographic value provided by the Licensor, which (when paired with the matching Device Key) authorizes a Broadcast Protection Licensed Product to use MDTPS to send or receive MDTPS Protected Broadcast Content.

1.x **“Device Key”** means a cryptographic value provided by the Licensor and stored in a Broadcast Protection Licensed Product, which is matched to a Device Certificate.

1.x **“Licensed Intellectual Property”** means [Developer’s] Necessary Claims, trade secrets and copyrights that have been licensed to Licensor and are provided by Licensor pursuant hereto to enable Licensee to use MDTPS as licensed hereby in the Broadcast Protection Field of Use in compliance with the Specification and Broadcast Protection Compliance Rules. Licensed Intellectual Property includes, without limitation, the Device Certificates and Device Keys. For the avoidance of doubt, Licensed Intellectual Property does not include any intellectual property other than that specifically directed to MDTPS and, without limitation, specifically does not include underlying intellectual property pertaining to the creation or replication of Optical Media or other media for the carriage of audio, audiovisual or textual information or to the means of reading or writing to such Optical Media or other media.

1.x **“MDTPS”** means the Model Digital Transmission Content Protection System as described in the Specification.

1.x **“MDTPS Content Participant”** means an entity that has executed a MDTPS Content Participant Agreement with the Licensor.

1.x **“Redistribution Control Only Content”** means audiovisual content, which (i) the product receiving the content is permitted, by the source of the content, to send over an MDTPS Digital Interface, and (ii) has been identified by the source of the content as subject to redistribution control but no other limitation, including, for example, any limitation on the number of permitted copies.

1.x **“Unencrypted Digital Terrestrial Broadcast Content”** means audiovisual content contained in the ATSC Transport Stream broadcast by a digital television station in compliance with the digital broadcast television transmission standard set forth in 47 C.F.R. § 73,682(d), without encrypting or otherwise making the content available through a technical means of conditional access, and includes such content when retransmitted in digital form, whether or not encrypted or made available through a technical means of conditional access for the purpose of such retransmission.

1.x **“Specification”** means the document entitled “Specification for the Model Digital Transmission Content Protection System,” Version 1.0, [Date] and subsequent updates or modifications thereof made in accordance with the terms of this Agreement.²

ARTICLE 2 – LICENSES

2.1 **License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and its Affiliates a non-exclusive, non-transferable, non-sublicensable worldwide license under the Licensed Intellectual Property, within and limited to the Broadcast Protection Field of Use, to make, have made, use, sell, offer for sale, import into the U.S., develop and distribute Broadcast Protection Licensed Products and Broadcast Protection Licensed Components.

2.2 **Development License.** If Broadcast Protection Implementer wishes to examine the Specification and use the Licensed Intellectual Property solely in order to evaluate MDTPS or to develop Broadcast Protection Licensed Products or Broadcast Protection Licensed Components, with no other rights granted under Section 2.1, Broadcast Protection Implementer, by checking the box on the MDTPS Application marked “Broadcast Protection Development Only” may obtain, and subject to the terms and conditions of this Agreement, is hereby granted, a Development MDTPS License under the Licensed Intellectual Property, within and limited to the Broadcast Protection Field of Use, for such purposes, and expressly excluding any right to have made, sell, offer for sale, import or distribute Broadcast Protection Licensed

² Changes in the specification are limited. See Article IV.

Products and Broadcast Protection Licensed Components, directly or indirectly. Any distribution or disclosure of the Specification or distribution, sale, or import of any product or component developed or made pursuant to this license may only be made upon executing a Broadcast Protection Implementer agreement with the full license granted pursuant to Section 2.1.

2.3 Distribution of Licensed Products and Components. Broadcast Protection Licensed Products manufactured under the license set forth in Section 2.1 may be sold, distributed, or otherwise disposed of in any manner permitted by the license granted in Section 2.1 or otherwise permitted by applicable law. Broadcast Protection Licensed Components manufactured under the license granted in section 2.1 shall not be sold or otherwise distributed except to licensed Broadcast Protection Implementers or to any person or entity that is providing services to a Broadcast Protection Implementer pursuant to the right granted under Section 2.2 to "have made" Broadcast Protection Licensed Products or Broadcast Protection Licensed Components (a "Have Made Party"). Licensee shall contractually bind any such Have Made Party to sell, distribute, or otherwise dispose of Broadcast Protection Licensed Components furnished by or made for a Broadcast Protection Implementer only to licensed Broadcast Protection Implementers.

2.4 Reciprocal Licensing Covenant.³ Licensee shall, and shall cause each of its Affiliates to, grant licenses on reasonable, non-discriminatory terms, to Licensor, [Developer], and Broadcast Protection Implementers and their Affiliates that have agreed to an equivalent licensing obligation, under their respective Broadcast Protection Necessary Claims and under any trade secrets or copyrights embodied in the Specification or in the Device Certificates or Device Keys, for the making, having made, use, import, offering for sale, sale, and distribution of Broadcast Protection Licensed Products and Broadcast Protection Licensed Components within and limited to the Broadcast Protection Field of Use. Such promise shall not extend to features and functionality of a product which are not required to comply with the Specification or for which there is a noninfringing alternative, and also does not extend in favor of any person or entity which has (or the Affiliate of which has) refused to grant such a license to Licensee if Licensee (a) is not willfully in material breach of this Agreement, including without limitation the Broadcast Protection Compliance Rules, and (b) is not otherwise in material breach of this Agreement, including without limitation the Broadcast Protection Compliance Rules, which breach has not been cured or is incapable of cure within thirty (30) days of Licensee's receipt of notice thereof. Licensee further accepts the mutual licensing promise of the other Broadcast Protection Implementers.

2.5 Content Participant Licensing Covenant. Licensee shall, and shall cause its Affiliates to, grant licenses on reasonable, non-discriminatory terms, to MDTPS Content Participants and their Affiliates that have agreed to an equivalent licensing obligation, under their respective Broadcast Protection Necessary Claims and trade secrets or copyrights embodied in the Specification or in the Device Certificates or Device Keys, for Content Participants' using or causing the use of MDTPS to protect Unencrypted Digital Terrestrial Broadcast Content and other Redistribution Control Only Content in accordance with their Content Participant Agreements within and limited to the Broadcast Protection Field of Use; and accepts Content Participants' promises to grant licenses on reasonable, non-discriminatory terms to Licensee and its Affiliates under their respective Broadcast Protection Necessary Claims and any trade secrets or copyrights embodied in the Specification or in the Device Certificates or Device Keys, for the making, having made, use, import, offering to sell, sale, and distribution of Broadcast Protection Licensed Products and Broadcast Protection Licensed Components within and limited to the Broadcast Protection Field of Use. Each such promise shall not extend to features and functionality of a product which are not required to comply with the Specification or for which there is a noninfringing alternative, and also does not extend to any person or entity which has (or the Affiliate of which has) refused to grant such a license

³ No reciprocal non-assert is included. All that is required is an agreement to license IP related to broadcast protection on reasonable and non-discriminatory terms within the narrow broadcast protection field of use.

to Licensee if Licensee (a) is not willfully in material breach of its obligations under this Agreement, including without limitation the Broadcast Protection Compliance Rules, or (b) is not otherwise in material breach of this Agreement, including without limitation the Broadcast Protection Compliance Rules, which breach has not been cured or is incapable of cure within thirty (30) days of Licensee's receipt of notice thereof.

ARTICLE 3 – FEES AND DELIVERABLES

3.1 **Administration Fees.** Upon execution of this Agreement, and thereafter [Reasonable fees and terms to be inserted by Licensor], which fee shall cover up to [to be inserted by Licensor] new Device Certificates and Device Keys. Broadcast Protection Implementer may obtain additional Device Certificates and Device Keys pursuant to the procedure below for additional administrative handling fees in increments of [to be inserted by Licensor], each of which will cover up to an additional [to be inserted by Licensor] new Device Certificates and Device Keys. Licensor reserves the right, pursuant to its policy of ensuring that Device Certificates and Device Keys are used properly in compliance with this Agreement, to limit the number of Device Certificates and Device Keys that will be provided to Licensee in any given lot. In the case of a Development License (pursuant to Section 2.2) the fee shall be [to be inserted by Licensor], and Licensee shall receive [to be inserted by Licensor].

3.2 **Deliverables.** Upon receipt of Broadcast Protection Implementer's executed Agreement, Device Certificate and Device Key Order, and appropriate fees as set forth in this Article 3, Licensor shall cause to be delivered to Licensee at the address specified in the Notice provision of this Agreement (Section 11.3) the following: [to be inserted by Licensor].

3.3 **Procedure For Ordering Device Certificates and Device Keys.** A unique Device Certificate and matching Device Key each is necessary for operation of each unit of a Broadcast Protection Licensed Product. Upon full execution and receipt of this Agreement, Licensor shall furnish Broadcast Protection Implementer with [to be inserted by Licensor].

3.4 **Adjustment of Fees.** [Reasonable fee adjustment provision may be inserted by Licensor].

ARTICLE 4 – PROCEDURES REGARDING SPECIFICATION AND BROADCAST PROTECTION COMPLIANCE RULES

4.1 **Compliance.** Licensee shall use MDTPS for the protection of Unencrypted Digital Terrestrial Broadcast Content and other Redistribution Control Only Content only in compliance with the Broadcast Protection Compliance Rules and in accordance with the Specification, and agrees to be subject to the requirements of those documents.

4.2 **Limitations on Changes to MDTPS.** The Specification and Broadcast Protection Compliance Rules may be amended by Licensor from time to time only in accordance with this Article 4.⁴

4.2.1 Licensor shall not make any substantive changes to the Specification or Broadcast Protection Compliance Rules, including without limitation (i) any change to the Broadcast Protection Field of Use, (ii) any expansion of the Specification to require or permit new technical features or functionality with respect to Unencrypted Digital Terrestrial Broadcast Content or other Redistribution Control Only Content not included in version 1.0 or such later versions in effect as of the Effective Date, (iii) any

⁴ The agreement provides a very narrow scope for changes to the specification and compliance rules to ensure that no competitive advantage is conferred on licensor and no disadvantage is imposed on licensees.

change that creates any incompatibility with Broadcast Protection Licensed Products manufactured, or with Unencrypted Digital Terrestrial Broadcast Content or other Redistribution Control Only Content transmitted, prior to such changes, or (iv) any change that increases the cost or burden of implementing MDTPS with respect to Unencrypted Digital Terrestrial Broadcast Content or other Redistribution Control Only Content.

4.2.2 Licensor may amend the Specification and Broadcast Protection Compliance Rules, provided such amendment does not effectuate a change described in clauses (i) through (iv) of paragraph 4.2.1, to correct typographical errors or similar mistakes in those documents, to correct any bugs, or other technical defects in MDTPS, and to incorporate changes solely relating to content other than Unencrypted Digital Terrestrial Broadcast Content or other Redistribution Control Only Content.

4.2.3 Notwithstanding paragraph 4.2.1, Licensor may amend the Specification and Compliance Rules in order to enable MDTPS to be used in connection with additional interfaces, provided such amendment does not effectuate a change described in clauses (i) through (iv) of paragraph 4.2.1 with respect to existing interfaces identified in the Specification.

4.3 **Implementation of Changes.** Broadcast Protection Implementers and MDTPS Content Participants shall implement any changes authorized by section 4.2 within twelve (12) months following notification of the change.

ARTICLE 5 – DEVICE REVOCATION

5.1 **Generally.** Pursuant to the Specification, Device Certificates may be invalidated (“Revoked”), rendering the corresponding devices unable to exchange data via MDTPS with Broadcast Protection Licensed Products.

5.2 **Revocation Criteria.** Licensor may revoke a Device Certificate when (i) it has been determined, pursuant to the procedures set forth in section 5.3 that a Device Key and corresponding Device Certificate have been cloned and the same Device Key and corresponding Device Certificate are found in more than two (2) products; or (ii) Licensor is required to revoke a Device Certificate by court order or other competent government authority. Licensor shall not Revoke a Device Certificate (a) due to Licensee’s general implementation of the Specification in a model or product line that does not comply with the Broadcast Protection Compliance Rules or otherwise based on Licensee’s breach of this Agreement or (b) to disable devices where the general security of MDTPS has been compromised by third parties.

5.3 **Revocation Procedure.** The following procedures shall govern Revocation and any cancellation thereof. Any MDTPS Content Participant may request Revocation of a Device Certificate used by Licensee, and shall present Licensor with two (2) or more products containing the same Device Key and corresponding Device Certificate. Licensor shall verify the requestor’s claim, and if found to be accurate, shall so notify Licensee of the intent to revoke its Device Certificate. Licensee has thirty (30) days from such notice to object to Licensor in writing, explaining why the Device Certificate should not be revoked. If it does so not respond, Licensor shall take action to revoke the Device Certificate. Following Licensee’s response, Licensee, the requesting party, and Licensor shall promptly meet and confer in good faith to attempt to resolve the problem. If the parties cannot agree, the matter shall be promptly submitted to a neutral arbitrator skilled in law and the applicable technology, who shall determine whether the Device Certificate should be revoked based on the criteria set forth in section 5.2. The arbitrator’s decision shall be final and non-appealable.

5.4 **Liability and Remedies for Revocation.** Except as expressly provided in this section 5.4, Licensee’s sole recourse with respect to Revocation shall be objection and arbitration as provided in

section 5.3. Licensor, [Developer], other Broadcast Protection Implementers, and MDTPS Content Participants each shall not be liable or subject to any legal or equitable remedy (including without limitation any monetary relief), for any Revocation. If Licensor determines that a Revocation had been made in error, Licensor, at the request of Licensee, shall at Licensor's option, (a) replace a single device, or (b) compensate Broadcast Protection Implementer for a single Revoked device in an amount equal to the lesser of the fair market value of the device, or the cost of fixing the device to incorporate a new Device Certificate and Device Keys. In no event shall Licensor's liability for a Revocation error exceed the cost of a single device affected by such error.

ARTICLE 6 – CONFIDENTIALITY AND EXPORT

6.1 Confidentiality of Device Certificates and Device Keys. Licensee shall treat [Licensor to define reasonable Confidential Information] as "Confidential Information." Licensee may use Confidential Information solely for the purpose of making or having made Broadcast Protection Licensed Products or Broadcast Protection Licensed Components in accordance with the Specification and may disclose Confidential Information only to (i) regular employees and individuals retained as independent contractors subject to confidentiality obligations equivalent to those applicable to regular employees of Licensee who have a reasonable need-to-know and are bound in writing by obligations of confidentiality sufficient to protect the Confidential Information from reasonable risk of disclosure, (ii) Have Made Parties, under confidentiality obligations equivalent to those set forth in this Agreement with respect to Licensee, (iii) other MDTPS Broadcast Protection Implementers, and (iv) Licensee's attorneys, auditors or other agents who owe Licensee a duty of confidentiality and are bound to maintain such Confidential Information in confidence as a result of a fiduciary relationship. Licensee shall keep such Confidential Information in a secure location, and shall limit access only to those individual with a need for such access. Licensee further shall use the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure or use of Confidential Information as such party employs with respect to its comparably important confidential information. Furthermore, all copies of Confidential Information must be destroyed after installation on a device. Licensor may supply additional standards for the confidential handling of Device Certificates and Device Keys, if such additional standards are determined to be reasonably necessary to maintain confidentiality thereof. Licensee shall comply with all such reasonable standards.

6.2 Compliance With Export Laws. Licensee acknowledges that certain software and technical data that are the subject of this Agreement may be subject to export restrictions or controls under the laws and regulations of the United States, Japan and other countries and jurisdictions. Licensee shall comply with all such applicable laws (including without limitation the U.S. Export Administration Act and the U.S. Export Administration Regulations) and shall obtain any approval required under such laws and regulations whenever it is necessary for such export or re-export.

ARTICLE 7 – TERM/TERMINATION

7.1 Termination. This Agreement shall be effective upon the Effective Date and shall continue in full force and effect until [to be inserted by Licensor, not less than 10 years] unless sooner terminated in accordance with this Article. Notwithstanding the foregoing, Device Keys and Certificates installed in Broadcast Protection Licensed Products prior to that date shall not expire, unless this Agreement is terminated pursuant to Section 7.1.2, in which case Device Keys and Device Certificates in devices still in the possession, custody or control of Licensee or an Affiliate of Licensee shall be deemed not to be licensed hereunder.

7.1.1 Termination by Licensee. Licensee shall have the right to terminate this Agreement at any time upon ninety (90) days' prior written notice to Licensor. Such termination, however, shall entitle Licensee

neither to a refund of any fees paid under this Agreement, nor a waiver of fees due at the time of termination.

7.1.2 Breach Capable of Cure. In the event that either party materially breaches any of its obligations hereunder, which breach is not cured within thirty (30) days after written notice is given to the breaching party specifying the breach, then the party not in breach may, by giving written notice thereof to the breaching party, terminate this Agreement, upon the expiration of a thirty (30)-day period beginning on the date of such notice of termination. For the purpose of this Article, a material breach by Licensee shall be limited to (a) a failure to pay any fees due hereunder or (b) a failure to conform to any provisions of this agreement such that the breach is likely to result, or has resulted, in commercially significant harm to users of MDTPS or constitutes a threat to the security or integrity of MDTPS.⁵

7.2 Effect of Termination. Upon termination or expiration of this Agreement, Licensee shall immediately cease installation of Device Certificates and Device Keys in Broadcast Protection Licensed Products and Broadcast Protection Licensed Components. Within thirty (30) days after termination or expiration of this Agreement, Licensee shall return such Device Certificates and Device Keys in the manner directed by Licensor. Within thirty (30) days after termination of this Agreement pursuant to Section 7.1.2, Licensee shall ensure that all Device Certificates and Device Keys in devices in its possession, custody or control, and in the possession, custody or control of all Affiliates have been removed and returned to Licensor in the manner directed by Licensor.

7.3 Survival. Following termination of this Agreement for any reason, the following Sections and Articles shall survive: 4.1, 7.2, this Section 7.3, Articles 5, 6, 8, 9, and 10. Section 2.3 shall survive for so long as Licensee retains the right to sell or distribute Broadcast Protection Licensed Components or Broadcast Protection Licensed Products.⁶

ARTICLE 8 – WARRANTIES, DISCLAIMERS, AND LIABILITY LIMITATIONS

8.1 Warranties.

8.1.1 Licensor represents and warrants that as of [Date certain] it is not aware of any intellectual property that restricts or otherwise interferes with the use and enjoyment of MDTPS within the Broadcast Protection Field of Use.

8.1.2 Licensor represents and warrants that it has received a representation from [Developer] that if [Developer] uses MDTPS in order to protect Unencrypted Digital Terrestrial Broadcast Content and other Redistribution Control Only Content against [unauthorized redistribution to the public over the Internet] it will be subject to the restrictions imposed on Broadcast Protection Implementers for use within the Broadcast Protection Field of Use.⁷

8.1.3 Licensor represents and warrants that the provisions of Section 4.1 shall appear in all Broadcast Protection Implementer Agreements for uses of MDTPS within the Broadcast Protection Field of Use.

8.1.5 Licensor and Licensee each represent and warrant (i) that it has the right, power and authority to enter into this Agreement, (ii) that the execution, delivery and performance of this Agreement have been

⁵ "Material breach" is defined and limited.

⁶ The obligation to grant reciprocal licenses is limited to the duration of the agreement.

⁷ This section ensures that neither Licensor nor [Developer] will be given an unfair competitive advantage and will be subject to the same limitations as apply to Licensees.

duly authorized by it and (iii) that the person executing this Agreement on its behalf has been duly authorized to execute this Agreement and to bind said party.

8.2 Disclaimer. NEITHER LICENSOR NOR [DEVELOPER] MAKES ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES (STATUTORY OR OTHERWISE), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR DISCLOSURES UNDER OR RELATING TO THIS AGREEMENT. LICENSOR AND [DEVELOPER] FURTHER DISCLAIM ANY WARRANTY THAT THE SPECIFICATION AND ANY IMPLEMENTATION THEREOF (INCLUDING WITHOUT LIMITATION IMPLEMENTATION IN BROADCAST PROTECTION LICENSED PRODUCTS AND BROADCAST PROTECTION LICENSED COMPONENTS) WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

8.3 Liability Limitations. NEITHER LICENSOR NOR [DEVELOPER] NOR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, AGENTS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY, THE "AFFECTED PARTIES") SHALL BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR TO THE MAKING, USING, SELLING, HAVING MADE, OFFERING TO SELL, IMPORTING, DEVELOPING OR DISTRIBUTING ANY PRODUCTS OF LICENSEE THAT IMPLEMENT MDTPS OR ANY ASPECT THEREOF, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION INFRINGEMENT OF INTELLECTUAL PROPERTY), PRODUCT LIABILITY, INDEMNITY, OR OTHER THEORY. IF AND TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST ANY AFFECTED PARTY NOTWITHSTANDING THE ABOVE LIMITATION, THE AFFECTED PARTIES' AGGREGATE LIABILITY TO LICENSEE AND ITS AFFILIATES IN CONNECTION WITH MDTPS AND THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF PAYMENTS BY LICENSEE UNDER THIS AGREEMENT FOR ANY ONE YEAR PERIOD.

ARTICLE 9 – REMEDIES

9.1 Reciprocal Indemnifications.

9.1.1 Broadcast Protection Implementer's Indemnification. Licensee shall indemnify and hold harmless Licensor, [Developer] and their respective Affiliates and their respective officers, members, representatives, agents, directors, equivalent corporate officials, and employees from and against any and all damages, costs and expenses (including without limitation reasonable attorneys' fees and related expenses) which result from (i) any material breach of this Agreement (without regard to the definition in section 7.1.2 or section 9.6), (ii) any aspect of Licensee's products or components, or the use thereof, other than MDTPS, (iii) the use of MDTPS in any manner other than as authorized by this Agreement in accordance with the Specification within the Broadcast Protection Field of Use, (iv) the use of MDTPS in any manner contrary to any provision of applicable law (except with respect to claims arising under intellectual property law subject to Licensor's indemnification hereunder), or (v) modifications, alterations, combinations or enhancements of MDTPS not created or directed by [Developer] or

Licensors.⁸

9.1.2 Licensors' Indemnification. Licensors shall indemnify and hold harmless Licensee and its Affiliates and their respective officers, members, representatives, agents, directors, equivalent corporate officials, and employees from and against damages, costs and expenses (including without limitation reasonable attorneys' fees and related expenses) up to the amount of the limit set forth in Section 8.3, which result from the breach by Licensors of any of its representations and warranties set forth in Section 8.1., except to the extent such claim is based upon: (i) use of MDTPS other than as permitted by the Specification, (ii) modifications, alterations, combinations or enhancements of MDTPS not created or directed by Licensors, or (iii) any patent, copyright, trade secret or trademark that Licensee or any of its Affiliates owns (or has the right to license) and has the right to use. Notwithstanding the above, Licensors' total liability under this section shall in no event exceed (i) with respect to any Broadcast Protection Implementer, the amount of fees paid by such Broadcast Protection Implementer during the immediately prior calendar year under this Agreement; or (ii) with respect to all MDTPS Broadcast Protection Implementers within the Broadcast Protection Field of Use, the aggregate received by Licensors in the immediately prior calendar year for licensing MDTPS within the Broadcast Protection Field of Use; provided, however, that Licensors shall remain responsible for providing, free of charge (exclusive of travel and related expenses), reasonable assistance to Licensee in responding to any third-party litigation, including, without limitation, technical consultations.⁹

9.2 Records Audit and Inspection. Licensors shall have the right, only in the event that it has a good faith, reasonable belief that Licensee is in breach of this Agreement, and only once per year unless and until Licensee is found in breach, to have Licensee's books and records audited to ascertain the propriety of any payment hereunder. Such audit shall be undertaken at the Licensors' sole expense, and the auditor, who shall be a Certified Public Accountant from a major accounting firm, shall only disclose those matters which the Licensors has the right to know under this Agreement, and the results of the audit shall be deemed confidential. Licensors and auditor shall maintain all information of Licensee obtained during any such audit in confidence using the same degree of care to avoid unauthorized disclosure or use of such information as such party employs with respect to its own comparably important confidential information, but no less than a reasonable degree of care, and shall use such information only to enforce rights under this Agreement.

9.3 Equitable Relief. The Parties agree and acknowledge that due to the unique nature, lasting effect and harm from a material breach of this Agreement, including making available the means for widespread unauthorized distribution of copyrighted content intended to be protected by MDTPS, if Licensee materially 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 material breaches hereof.

9.4 Damage Measure and Limitation for Breach of Self-Certification. The Parties agree that the damages to Licensors, [Developer], MDTPS Content Participants and Broadcast Protection Implementers are substantial and likely to be impossible to calculate in the event of a material breach of a certification provided to Licensors pursuant to Section 4.4 of the Broadcast Protection Compliance Rules. In the event of such a material breach that involves the manufacture or distribution of devices or software that violate the MDTPS Broadcast Protection Compliance Rules and as a result fail to protect MDTPS Protected Content from unauthorized Internet redistribution, Licensee shall be liable in an amount equal to its profits on such devices or software, and in no event less than one million dollars nor more than eight

⁸ Implementer's indemnity is narrowed and does not include unbounded provisions such as one providing indemnification for "negligent acts."

⁹ Unlike some agreements, the model provides for some reciprocal indemnity.

million dollars. For purposes of this Section 9.4, a series of substantially related events shall constitute a single material breach.

9.5 Third-Party-Beneficiary Rights.

9.5.1 Content Participant Third-Party-Beneficiary Rights. Licensee agrees that each MDTPS Content Participant shall have the right to bring an action against Licensee to obtain an injunction to prevent or restrain the manufacture, distribution, commercial use and sale of Licensee's products, within and limited to the Broadcast Protection Field of Use, that are in material breach of the MDTPS Broadcast Protection Compliance Rules, and to prevent or restrain disclosure of Confidential Information in material breach of this Agreement. The third party beneficiary right granted hereby is limited to the above referenced injunctive relief and shall not extend to monetary relief of any kind.¹⁰

9.5.2 Implementer Third Party Beneficiary Rights. Licensee shall be a third-party beneficiary of each MDTPS Content Participant Agreement and shall be entitled to bring a claim or action to enforce rights against an MDTPS Content Participant with respect to such Content Participant's material breach of its obligations under its Content Participant Agreement within the Broadcast Protection Field of Use; provided that such rights, pursuant to such Content Participant Agreement, shall be limited to seeking equitable relief and shall not extend to monetary relief of any kind.

9.6 Material Breach. For purposes of sections 9.3, 9.4 and 9.5, a breach shall be "material" only if it has resulted in or would be likely to result in commercially significant harm to other users of MDTPS, including but not limited to Broadcast Protection Implementers and MDTPS Content Participants, or constitutes a threat to the integrity or security of MDTPS. Notwithstanding the foregoing, the encoding by any Content Participant of Unencrypted Digital Terrestrial Broadcast Content with any code to impose any restriction other than the prevention of redistribution [to the public over the Internet] shall constitute a material breach of the Content Participant Agreement.¹¹

9.7 Procedures Applicable to Third Party Claims.

9.7.1 Prior to commencing a third-party-beneficiary claim pursuant to section 9.5 (a "Third Party Claim"), a third party beneficiary shall notify Licensor in writing of such claim and of the grounds for such claim and shall consult with Licensor regarding the claim. The third-party beneficiary also shall promptly give Licensor notice of the actual filing of a Third Party Claim and shall promptly provide Licensor with copies of any documents filed in connection with such claim (excluding documents filed under seal). Licensor shall cooperate reasonably with such third party beneficiary in providing appropriate and necessary non-confidential information in connection with the Third Party Claim in a manner consistent with the security and operation of MDTPS within the Broadcast Protection Field of Use.

9.7.2 Licensor shall provide written notice of a Third Party Claim about which it has received notice pursuant to section 9.7.1 to all potential third party beneficiaries that could bring a Third Party Claim for the alleged breach that is the subject of such Third Party Claim (a "TPB Notice"). Any potential third party beneficiary claimant that does not provide written notice to Licensor that it intends to join such claim and does not move to join such Third Party Claim within thirty (30) days after the date of the TPB Notice shall waive its right to bring any third party beneficiary claim with respect to such alleged breach. The third-party beneficiary instituting or initiating a Third Party Claim shall support, and Defendant shall not object to, any such timely motion to join a claim by any such additional third-party beneficiaries. Any

¹⁰ The third party beneficiary right is limited to injunctive relief.

¹¹ The term "material breach" is defined and limited.

judgment entered upon such Third Party Claim shall be binding on all potential third party beneficiaries that failed to join such Third Party Claim as if they had joined such Third Party Claim.

9.7.3 Third-party beneficiaries and Licensee shall have no right to, and Licensee agrees that it will not, without Licensor's written consent, enter into any settlement that: (i) amends, adds or deletes any material term of any MDTPS Agreement; (ii) has an adverse effect on the integrity, robustness, performance or security of MDTPS within the Broadcast Protection Field of Use; or (iii) affects or purports to affect any of Licensor's and [Developer's] rights in and to MDTPS, including without limitation any intellectual property right embodied therein.

9.7.4 Nothing in these third-party-beneficiary procedures shall be construed to limit remedies or other relief available pursuant to a third party beneficiary by statute, regulation or other legal authority.

ARTICLE 10 – MISCELLANEOUS

10.1 **Ownership.** The Licensed Intellectual Property, all proprietary information in the MDTPS Specification, the media containing such Specification, and all proprietary information related to MDTPS that is furnished to Licensee shall remain the property of [Developer] or Licensor. This Agreement grants no ownership rights to Licensee and, except as expressly provided herein, does not give Licensee any license or other right to use any of the materials or information furnished to Licensee hereunder.

10.2 **Entire Agreement.** This Agreement, the exhibits hereto and the Specification constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral, written or other agreements. Except as otherwise provided herein, this Agreement may not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both parties.

10.3 **Notice.** Until changed, by a written notice pursuant hereto, any notice required under this Agreement to be sent by either party shall be given in writing by letter or facsimile directed to:

- a. With respect to Licensee, the address and contact person listed on the first page of this Agreement.
- b. With respect to Licensor,
[Licensor]

The foregoing addresses may be changed by written notice to the other Party.

10.4 **Assignment.** The licenses granted hereunder are personal to Licensee, and Licensee's rights under this Agreement shall not be assigned or otherwise transferred except (a) with the written approval of Licensor (which shall not be unreasonably withheld) or (b) to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Licensee or to the surviving entity in a merger, reorganization, or other business combination and where notice of such assignment has been provided in advance to Licensor and where the surviving or acquiring company agrees in writing to be bound by this Agreement. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and permitted assigns. Licensor may assign or transfer this Agreement to a party that agrees to assume Licensor's obligations hereunder, and will provide Licensee with written notice thereof.

10.5 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of New York and the United States. The Parties to this Agreement hereby consent to the exclusive jurisdiction and venue in the state courts located in the County of New York, New York and in the United States District Court for the Southern District of New York, except that third party claims brought pursuant to Section 9.5 may be brought and adjudicated in a court sitting in Los Angeles County, California.

10.6 Severability; Waiver. Should any part of this Agreement judicially be declared to be invalid, unenforceable, or void by any court of competent jurisdiction, the parties agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be reformed by such court without further action by the parties hereto but only to the extent necessary to make such part or parts valid and enforceable. A waiver by either of the parties hereto of any of the covenants to be performed by the other party or any breach thereof shall not be effective unless made in writing and signed by the waiving party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

10.7 Most Favored Status. Licensor shall offer the license granted hereunder to all parties on fair, non-discriminatory, and equal terms. Should Licensor be required (by operation of law, court order, or otherwise) to change any provision in any other Broadcast Protection Implementer's license to MDTPS within the Broadcast Protection Field of Use such that the provision is materially different than the corresponding term in this Agreement, Licensee shall be given the opportunity to upgrade to such revised license.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[MDTPS LICENSE ADMINISTRATOR]

[BROADCAST PROTECTION IMPLEMENTER]

Name:
Title:

Name:
Title:

EXHIBIT A

MDTPS COMPLIANCE AND ROBUSTNESS RULES FOR BROADCAST PROTECTION¹²

[This draft is an example, assuming for the sake of discussion FCC Regulations that are analogous to the BPDG Requirements Document, and is subject to discussion of the issues identified in the issues list.]

This document sets forth Broadcast Protection Compliance Rules for the use of MDTPS in connection with protected over-the-air broadcast content and other content that has been identified by its source as redistribution controlled but subject to no other limitation, including, for example, any limitation on the number of permitted copies. It is Exhibit A to the MDTPS Broadcast Protection Implementer License Agreement. MDTPS provides a means of protecting content traveling over digital interfaces. Interfaces that use MDTPS have two basic types of functions—"MDTPS Source Functions" are the functions of a product that implement MDTPS on the sending side of an interface; "MDTPS Sink Functions" are the functions of a product that implement MDTPS on the receiving side of an interface. These functions are defined more fully in Sections 2.5 and 2.6, below. A product that includes MDTPS protected interfaces likely includes both MDTPS Source Functions and MDTPS Sink Functions, but may include only one or the other.

1. Applicability of Rules and Construction

1.1. **Structure of These Rules.** Part 2 of this document sets forth definitions that apply throughout this document. Part 3 of this document sets forth Broadcast Protection Compliance Rules for MDTPS Source Functions. Part 4 of this Document sets forth Broadcast Protection Compliance Rules for MDTPS Sink Functions. Part 5 of this Document sets forth Robustness Rules.

1.2. **Applicable Functions and Rules.** A Broadcast Protection Licensed Product that includes MDTPS Source Functions must follow the Broadcast Protection Compliance Rules for Broadcast Protection Licensed Products Containing MDTPS Source Functions in Part 3. A Broadcast Protection Licensed Product that includes MDTPS Sink Functions must follow the Broadcast Protection Compliance Rules for Broadcast Protection Licensed Products Containing MDTPS Sink Functions in Part 4. A Broadcast Protection Licensed Product that includes both MDTPS Source Functions and MDTPS Sink Functions must follow the Broadcast Protection Compliance Rules set forth in both parts. All Broadcast Protection Licensed Products containing either MDTPS Source Functions or MDTPS Sink Functions must comply with the Robustness Rules with respect to the implementation of such functions and the handling of MDTPS Protected Broadcast Content.

1.3. **Coordination with "Requirements for the Protection of Unencrypted Digital Terrestrial Broadcast Content Against Unauthorized Redistribution" and the MDTPS License Agreements.** MDTPS is intended to function as an "Authorized Digital Output Protection Technology" under regulations that may be adopted by the Federal Communications Commission for the Protection of

¹² The MDTPS Compliance Rules are based on a simple concept—carrying forward the applicable FCC regulations for "Covered Products." The theory is that there should be no greater burden on downstream devices than on the device containing the modulator. Further, this ensures that all relevant interfaces and record protection technologies will be authorized without further action by licensor.

Unencrypted Digital Terrestrial Broadcast Content against unauthorized redistribution to the public over the Internet (the "FCC Regulations")¹³ Capitalized terms defined in the FCC Regulations shall have the meaning set forth in the regulations. Capitalized terms defined in the MDTPS License Agreements shall have the meaning set forth in the MDTPS License Agreements. In case of conflicting definitions, a definition in these Rules shall take precedence over a definition in the applicable MDTPS License Agreement. As a federal regulation, definitions in the FCC Regulations shall take precedence over either of the foregoing.

1.4 ***Handling Unencrypted Digital Terrestrial Broadcast Content other than MDTPS Unscreened Content and MDTPS Marked Content.*** No requirements or limitations are imposed by these Rules in connection with the handling, recording or transmission of Unencrypted Digital Terrestrial Broadcast Content other than MDTPS Unscreened Content and MDTPS Marked Content.

2. Definitions

2.1 *"MDTPS Digital Interface"* shall mean:

2.1.1 With respect to an MDTPS License Agreement that includes the right to handle, record or transmit MDTPS Protected Broadcast Content, those interfaces identified in Table 1 that comply with the MDTPS Specification for the communication of MDTPS Protected Broadcast Content and with the further requirements set forth in Table 1.

2.2 *"MDTPS Marked Broadcast Content"* shall mean either

(a) with respect to a Broadcast Protection Licensed Product that is a Covered Product[or a Downstream Product], as defined in the FCC Regulations,¹⁴ "Marked Content,"

(b) content that is received by a Broadcast Protection Licensed Product over an MDTPS Digital Interface, (i) with MDTPS CCI indicating that it is MDTPS Marked Broadcast Content, or (ii) with MDTPS CCI indicating that it is Unscreened Broadcast Content, and that is inspected by such Broadcast Protection Licensed Product as provided in Section 4.3 and determined to be MDTPS Marked Broadcast Content or other Redistribution Control Only Content, or

(c) content that is received by a Broadcast Protection Licensed Product [over a known interface] that is identified by the source of the content as Redistribution Control Only Content, or that is identified by the source of the content as Unscreened Content, and that is inspected by such Broadcast Protection Licensed Product as provided in Section 4.3 and determined to be MDTPS Marked Broadcast Content or other Redistribution Control Only Content.

2.3 *"MDTPS Unscreened Content"* shall mean either

(a) with respect to a Broadcast Protection Licensed Product that is a Covered Product or a Downstream Product, "Unscreened Content,"

(b) content received by a Broadcast Protection Licensed Product over an MDTPS Digital Interface, (i) with MDTPS CCI indicating that it is MDTPS Unscreened Content and (ii) that is

¹³ This reference will be adjusted following adoption of the regulations.

¹⁴ Precise language to be harmonized with FCC Regulation (e.g., reference may not be needed if "Downstream Product" is a "Covered Product").

not inspected by such Broadcast Protection Licensed Product as provided in Section 4.3 and determined not to be MDTPS Marked Content, or

(c) content that is received by a Broadcast Protection Licensed Product [over a known interface] that is identified by the source of the content as Unscreened Content, and that is not inspected by such Broadcast Protection Licensed Product as provided in Section 4.3 and determined to be MDTPS Marked Broadcast Content or other Redistribution Control Only Content.

2.4 “*MDTPS Protected Broadcast Content*” with respect to a Broadcast Protection Licensed Product shall mean either “MDTPS Marked Content” or “MDTPS Unscreened Content” that (a) has been encrypted using MDTPS for transmission and has been transmitted over an MDTPS Digital Interface and received by a Broadcast Protection Licensed Product, regardless of whether such content is still encrypted or has been decrypted, and (b) has not been passed or recorded by such product pursuant to Sections 4.1, 4.2, or 4.4 of these Rules.

2.5 “*MDTPS Source Functions*” shall mean the functions of a Broadcast Protection Licensed Product that implement MDTPS on the sending side of an MDTPS Digital Interface, specifically, encrypting MDTPS Protected Broadcast Content using MDTPS and sending such content over such MDTPS Digital Interface.

2.6 “*MDTPS Sink Functions*” shall mean the functions of a Broadcast Protection Licensed Product that implement MDTPS on the receiving side of an MDTPS Digital Interface, specifically, receiving MDTPS Protected Broadcast Content over such MDTPS Digital Interface and decrypting such MDTPS Protected Broadcast Content.

2.7 “*Redistribution Control Only Content*” shall mean audiovisual content, which (i) the product receiving the content is permitted, by the source of the content, to send over an MDTPS Digital Interface, and (ii) has been identified by the source of the content as subject to redistribution control but no other limitation, including, for example, any limitation on the number of permitted copies.

3. Broadcast Protection Compliance Rules for Broadcast Protection Licensed Products Containing MDTPS Source Functions

3.1 ***Handling MDTPS Marked Content:*** An MDTPS Source Function shall identify MDTPS Marked Content as MDTPS Marked Content using MDTPS CCI before sending such content over an MDTPS Digital Interface.

3.2 ***Handling MDTPS Unscreened Content:*** An MDTPS Source Function shall identify MDTPS Unscreened Content as MDTPS Unscreened Content using MDTPS CCI before sending such content over an MDTPS Digital Interface.

3.3 ***Handling Other Content:*** An MDTPS Source Function shall not identify any content as MDTPS Unscreened Content or MDTPS Marked Content using MDTPS CCI except as set forth in Sections 3.1 and 3.2.

4. Broadcast Protection Compliance Rules for Broadcast Protection Licensed Products Containing MDTPS Sink Functions

4.1 ***Compliance with Compliance Requirements for Unscreened Content as Set Forth in FCC Regulations.*** A Broadcast Protection Licensed Products Containing an MDTPS Sink Function shall handle MDTPS Unscreened Content in the same manner that a Covered Product is required and permitted

to handle Unscreened Content in the Compliance Requirements set forth in the FCC Regulations.

4.2 Compliance with Compliance Requirements for Marked Content as Set Forth in FCC Regulations. A Broadcast Protection Licensed Products Containing an MDTPS Sink Function shall handle MDTPS Marked Content in the same manner that a Covered Product is required and permitted to handle Marked Content in the Compliance Requirements set forth in the FCC Regulations.

4.3 Optional Inspection of MDTPS Unscreened Content. A Broadcast Protection Licensed Product containing an MDTPS Sink Function may, but is not required to, inspect MDTPS Unscreened Content to determine if it is Marked Content as follows. The product may inspect either the EIT (if present) or PMT of such content to determine if the Broadcast Flag is present. If the EIT is not present, the product shall not be considered to have inspected the content unless it inspects the PMT of the content. If such inspection determines that the Broadcast Flag is present, the content shall cease to be MDTPS Unscreened Content and shall be MDTPS Marked Content.

4.4 Self-Certified Outputs and Record Technologies. Notwithstanding sections 4.1 and 4.2 of these rules, a Broadcast Protection Licensed Product containing an MDTPS Sink Function may utilize additional digital output and digital recording protection technologies or methods for the transmission and recording of MDTPS Protected Broadcast Content, if the manufacturer of the product certifies in writing to Licensor that such technology or method will prevent redistribution of MDTPS Protected Broadcast Content to the public over the Internet to the same extent (including by the imposition of requirements on devices that may receive or playback such content when transmitted or recorded by such product) as technologies approved pursuant to the FCC Regulations.¹⁵

4.5 Unlicensed MDTPS CCI. A Broadcast Protection Licensed Product that is not licensed to receive content over MDTPS other than MDTPS Protected Broadcast Content shall reject and shall not perform, render, copy or transmit any content bearing MDTPS CCI indicating that the content is other than MDTPS Protected Broadcast Content.

5. Robustness Rules for Broadcast Protection Licensed Products Containing MDTPS Source Functions or MDTPS Sink Functions

5.1 Compliance with Robustness Requirements as Set Forth in FCC Regulations. A Broadcast Protection Licensed Product shall comply with the Robustness Requirements as set forth in the FCC Regulations as if it were a Covered Product, and as if the following terms are modified as follows, wherever they appear in such Robustness Requirements:

- (a) The term "Compliance Requirements" shall be construed to refer to the Broadcast Protection Compliance Rules set forth in Sections 3 and 4 of this document;
- (b) The term "Unscreened Content" shall be construed to mean "MDTPS Unscreened Content;" and
- (c) The term "Marked Content" shall be construed to mean "MDTPS Marked Content."

¹⁵ The license includes a right to self-certify output and record protection technologies. This will not be needed if the applicable FCC regulations include such a right for Covered Products, in which case the right will automatically pass through to products with MDTCP sink functions.