

**BULK DISH TV SERVICES
TERMS AND CONDITIONS (Business)**

MetroNet¹ (hereafter “MetroNet”, “we” or “us”) and the customer identified on the Business Service Agreement (“BSA”), “Business Agreement (“BA”), Advanced Services Agreement (“ASA”), or Services Agreement (“SA”) (hereafter “Customer”, “you” or “your”) enter into this agreement whereby we will distribute to you certain Business and Bulk DISH TV satellite programming services (“DISH Services”) at the property locations identified on the BSA, BA, ASA, or SA, as applicable (the “Property”).

1. **Agreement.** These BULK DISH TV SERVICES Terms and Conditions (“DISH Terms”), together with our Business Terms and Conditions, Acceptable Use and Privacy Policy (“AUPP”), the BSA, the BA, the ASA, the SA, our Additional Terms of Service Addendum, our Managed Wi-Fi Terms of Service, our TiVo Terms of Service, our SMS Service Terms and Conditions, any Statement of Work (“SOW”) and Letters of Authorization that are related to the DISH Services (collectively, the “Agreement”), form the entire agreement between MetroNet and Customer regarding the DISH Services. With respect to DISH Services only, if there is a conflict between any provision of these DISH Terms and any provision included within any other Agreement document, the provision of these DISH Terms shall control. All other terms and conditions of the Agreement, if not specifically addressed through these DISH Terms, shall apply to the DISH Services.
2. **Right of Entry and Installation.** You hereby grant MetroNet and/or its contractors the right to enter your Property and any individual unit therein to install, inspect, maintain, replace, or remove the equipment necessary to deliver and distribute DISH Services to the Property (“Right of Entry”). You agree that such Right of Entry extends to all portions of the Property and extends to all structures and improvements on the Property, including but not limited to, raceways, common areas, risers, ducts, equipment rooms, equipment buildings and utility areas, as may be reasonably necessary for the location, relocation, installation, maintenance, repair, upgrading, monitoring, testing, operation and removal of equipment, including but not limited to conduit, cabling, fiber, network interface devices, routers, satellite dish and other antennas, set top boxes, transcoders, and network system equipment (collectively the “Equipment”). You further agree that MetroNet’s Right of Entry extends until we are no longer delivering DISH Services to the Property or to any subscriber at the Property, notwithstanding anything to the contrary in the Agreement. To the extent that we need space in and around the Property to place any Equipment to deliver DISH Services to the Property (“Collocation Space”), including, but not limited to, any necessary easements, licenses, permits and building entrance rights required, you agree to provide us such environmentally controlled Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space, at no cost to us, until we no longer are delivering DISH Services to the Property or to any subscriber at the Property. You also agree to provide us with power necessary for our Equipment to deliver and/or distribute DISH Services, at no cost to us. Additionally, you hereby grant us the right to access the Property or Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you and are communicated to us. We are not responsible for any delays in delivering the DISH Services or interruptions to the DISH Services caused by your inability or failure to secure, maintain or give us access to the Property or Collocation Space.

Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on the Property. We are not responsible for the operation, maintenance and repair of any television on the Property, or equipment to our inside wiring, or Equipment that will impair the integrity of our Equipment or network. You agree that we will have no liability for any lost wages and expenses you may incur as a result of any present or future work to be performed by us or any appointment made to perform present or future work. If you are not the owner of the Property upon which our Equipment or DISH Services are to be installed, you warrant that you have obtained the consent of the owner of the Property for our representatives to enter the Property for the purposes described in this section. You agree to indemnify and hold harmless MetroNet, its affiliates and their representatives from and against any claims of the owner or manager of the Property arising out of the performance of this Agreement. In the event that the owner or manager

¹ DISH Services may be distributed by CMN-RUS, Inc., Metro Fibernet, LLC, CTS Telecom, Jaguar Communications, Inc. or any affiliate thereof.

of the Property terminates MetroNet's access to the Property for any reason such that it can no longer deliver DISH Services to you, this Agreement and MetroNet's obligation to provide DISH Services automatically terminates without further obligation or liability to MetroNet.

3. **Documents Available Online; Electronic Notices and Signatures.** These DISH Terms, our Business Terms and Conditions, our AUPP, our tariff, our Managed Wi-Fi Terms of Service, our TiVo Terms of Service, our SMS Service Terms and Conditions, and our Additional Terms of Service Addendum may be found on our website at <https://www.metronet.com>. These documents may also be obtained through our customer service department. By signing the BSA, BA, ASA, or SA or using the DISH Services, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website at <https://www.metronet.com>. You also agree to receive notifications from MetroNet via text over the wireless number you provided to MetroNet (charges may apply).

You consent to the use of electronic signatures for agreement(s) with us and consent to receive all notices and disclosures we send to you online or through other electronic means (e.g. email or text over the wireless number you provided to MetroNet, charges may apply). Your consent may be given by: clicking a box indicating your acceptance, consent or acknowledgment; activating any of our services; or, using any of our services. If you want a paper copy of any document provided to you online, by email or other electronic means, please contact us at 1-877-407-3224 or by emailing business-customer-service@metronet.com and a paper copy will be sent to you (processing charges may apply). If you no longer wish to sign documents using electronic signatures or receive notices or disclosures electronically, you may send a letter withdrawing your consent at no charge to you by emailing business-customer-service@metronet.com. Your withdrawal will not affect the legal validity or enforceability of the electronic documents, signatures and deliveries prior to the time the withdrawal of your consent is processed. If your email or other address for electronic communications changes, please let us know promptly by contacting 1-877-407-3224 or at Business-customer-service@metronet.com. The following hardware and software are required to access and retain the electronic documents: Adobe Acrobat Reader software, version 6.0 or higher, computer running the latest version of Microsoft Internet Explorer or another compatible browser capable of viewing the site in 128 bit encryption. These requirements may change from time to time. If you experience difficulties accessing electronic documents, please contact us at 1-877-407-3224 or at business-customer-service@metronet.com.

4. **Customer Obligations.** (a) All video content delivered through the DISH Services is subject to copyright protection and you are not authorized to copy and distribute for sale, or to retransmit any such content. (b) You may also not charge admission for the viewing of any DISH Services. Notwithstanding the foregoing, to the extent permitted by law, you may make personal recordings of video content for your personal use only. (c) Other than a standard industry recording device (e.g. a DVR or VCR), you may not install or attach any device to our Equipment that can record and store the video content including, but not limited to, an external computer hard drive. If you have any questions about whether a device is authorized, you are encouraged to call us for clarification. (d) If you, or a tenant or guest at the Property, order pay-per-view programming through the DISH Services, you, or the tenant or guest, as applicable, will be obligated to pay for such programming. We recommend that you utilize an access code for ordering pay-per-view programming to prevent accidental and unauthorized orders. (e) Customer acknowledges that the names, marks, trademarks and logos of DISH, the DISH Network, DISH Network Corporation and its affiliates, the programmers, the titles of programs contained in the DISH Programming, and any variations incorporating them (collectively, the "Marks"), are the exclusive property of their respective owners, and Customer has no and will acquire no proprietary rights to the Marks by reason of this Agreement. Customer has and will have no rights to use the Marks except at the times and in a manner expressly authorized by DISH, through MetroNet. Customer will not publish or disseminate any material that violates this subsection (e) or any restrictions imposed by DISH, the owner of a particular Mark or a programmer. Customer will keep copies of all original promotional and advertising materials relating to its marketing and distribution of the DISH Programming for at least six (6) months after each piece's first distribution and will promptly make them available to MetroNet upon request. (f) Customer acknowledges and agrees that DISH may blackout or otherwise modify programs to comply with programmers' agreements or governmental requirements.

5. **Redistribution Prohibited.** You agree to take all commercially reasonable precautions to ensure that other person(s) or entities do not, directly or indirectly: (a) reproduce, resell, retransmit, rebroadcast or otherwise redistribute in any manner or form any DISH Services from the Property; or (b) make any modification, addition or deletion to any of the DISH Services delivered or distributed to the Property. If you become aware that any unauthorized party is receiving, transmitting or exhibiting any part of the DISH Services delivered or distributed to the Property, you will notify MetroNet in writing of the name and address of such party. Further, if any such activities are in any way related to you or your operations, including but not limited to any rights or obligations under this Agreement, you will immediately take all appropriate steps to prevent such activities. This subsection does not apply to recording, after receipt by a subscriber of DISH Services by private individuals for in-unit viewing only.
6. **Exhibition.** (a) You shall take all necessary precautions with respect to Property locations to ensure that programming services are received only by your tenants/guests/viewing units and shall take all reasonable precautions to prevent unlawful reception, recording, copying, reproduction, retransmission or duplication of said programming services. (b) You will ensure that premium or pay-per-view programming is not exhibited in any common areas at the Property such as reception areas, waiting areas, fitness rooms, or such other areas. (c) You will not superimpose any audio or visual elements over the DISH Services as viewed by your tenants/guests/viewing units, and will not allow, unless controlled by the individual subscriber through the subscriber's own equipment, any audio or visual elements to appear on the screen of such subscriber's receiver simultaneously with any DISH Services (i.e., through use of a split screen or reduction of the DISH Services picture size), other than electronic program guides and other interactive services that appear on screen regardless of what channel the subscriber is tuned to or as may be required by federal regulations governing emergency alerts. (d) You will not permit the exhibition of any DISH Services at a public place where a cover charge or other admission fee is charged to individuals to view such services. (e) You will ensure that the DISH Services signal is received by each tenant, guest room, viewing unit, patient/resident room, and all other television sets and viewing units in such place of accommodation and/or commercial establishment.
7. **Signal Theft.** You shall not directly or indirectly, or knowingly allow your tenants or guests to: (a) engage in any signal theft, piracy or similar activities; (b) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to DISH Services; (c) alter any Equipment or DISH equipment or "Smart Cards", or any other equipment compatible with programming delivered by DISH or any of its affiliates to be capable of signal theft (or for any other reason without the express written consent of DISH); (d) manufacture, import, offer to the public, sell provide or otherwise traffic in any technology, product, service, or device that is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (e) aid any others in engaging in, or attempting to engage in, any of the above prescribed activities. Customer shall immediately notify MetroNet if it becomes aware of any such activity by any person or entity and agrees to cooperate in the prosecution of any such activities including providing any documentation related to such activities.
8. **Equipment.** We may install Equipment in and around your Property. Unless you purchase the Equipment from us, we retain ownership of the Equipment. You agree that you will not move any of the Equipment to another location outside of your Property either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at the Property. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current Property, you are responsible for returning the Equipment to us, with the exclusion of any wiring orequipment located outside your place of business and obtaining a signed return receipt from us.
9. **Early Termination for DISH Services.** If you terminate (or we terminate due to your breach) this Agreement or any DISH Service, or any portion thereof, including to any individual unit at the property served by the DISH Services (the "Terminated DISH Services") prior to the expiration of the then current term (each an "Early Termination"),

we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) one hundred percent (100%) of the monthly recurring fees attributable to the Terminated DISH Services, multiplied by the number of months remaining on the then current term; and, (ii) any unpaid nonrecurring and recurring fees associated with the Terminated DISH Services. Additionally, in the event of an Early Termination, Customer may no longer be eligible for any promotional pricing or discounts that were in place prior to the Early Termination event, in MetroNet's sole discretion. If MetroNet must construct facilities to serve your location, and you terminate your contract before MetroNet begins providing service, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to MetroNet's costs to construct its network to your location.

10. **Limitation of Liability and Indemnification.** CUSTOMER AGREES THAT ALL DISH SERVICES ARE DELIVERED AND/OR DISTRIBUTED BY METRONET ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE DISH SERVICES WILL BE UNINTERRUPTED OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE DISH SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER AGREES THAT ALL USE OF THE DISH SERVICES ARE AT CUSTOMER'S SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE DISH SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT COMPANY, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE DISH SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE DISH SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE DATE THE EVENT GIVING RISE TO THE LIABILITY OCCURS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS METRONET, ITS AFFILIATES AND PARENT COMPANY, FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OF THE DISH SERVICES BY CUSTOMER OR OTHERWISE ARISING OUT OF CUSTOMER'S BREACH OF ANY MATERIAL TERM OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR PERSONAL INJURY OR DEATH, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, METRONET'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. **Adjustments.** At any time, we may increase or decrease the rates charged to you, delete or modify the DISH Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to a charge or surcharge imposed on MetroNet. We will notify you in advance if we initiate any of the foregoing changes. Customer may order add-on packages to the DISH Services but only to the extent such add-on packages are offered by MetroNet.

12. **End User Authorizations.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the DISH Services on a bulk basis for use by your tenants, residents, guests (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement. MetroNet reserves the right to limit or restrict your or an End User's access to the DISH Services in case of abuse, illegal activity or activity that will harm or detrimentally affect MetroNet's network. Prior to restricting DISH Services, MetroNet will endeavor to provide

Customer with prior notice.

13. **Reset Requirement of Set Top Boxes.** If Customer is purchasing DISH Services on a bulk basis and is an the owner, landlord or operator of a Multiple Dwelling Unit (“MDU”) and provides DISH Services to its tenants, residents, or guests, Customer acknowledges and agrees that, if applicable, unless the set top boxes are reset to the default settings, certain activities of, information provided by, and/or content accessed by Customer’s tenants, residents, or guests in connection with its use of DISH Services may be reviewable, accessible and usable by subsequent tenants, residents, or guests that are provided with access to such set top boxes. Customer acknowledges and agrees that Customer shall be solely responsible for resetting any set top boxes used by Customer’s tenants, residents, or guests to their default settings and MetroNet shall have no obligations to reset any set top boxes. If the DISH Services provided to Customer enables Customer’s tenants, residents, or guests to access certain content upon the provision of personal information (e.g. NetFlix, YouTube, Hulu, etc.), including, but not limited to, by way of providing login information such as username and/or passwords, then any set top boxes to which such tenants, residents, or guests had access shall be reset by Customer to its default settings prior to the time that another tenant, resident, or guest is provided access thereto by Customer. Customer acknowledges and agrees that MetroNet shall not liable for any failure of Customer to reset any set top boxes and Customer shall indemnify, defend and hold harmless MetroNet from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, but not limited to, reasonable attorney fees) that Metronet may incur, including any such losses, damages, fines, penalties, costs and/or expenses that Metronet may incur in any action brought by or on behalf of a third party (including, but not limited to, any Customer tenant, resident or guest), arising out of, or relating to Customer’s failure to reset any set top boxes used by, or made available to, a Customer tenant, resident, or guest.
14. **Third Party Services.** If you decide to enable, access or use Third Party Services, be advised that your access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third Party Services. We cannot guarantee the continued availability of such Third Party Service features, and may cease enabling access to them without entitling you to any prior notice or refund, credit, or other compensation, if, for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Fiber Service in a manner acceptable to us.
15. **Changes to Terms of Service.** We reserve the right to change these DISH Terms, at any time without prior notice to you by amending the online version posted on our website, www.metronet.com. Any such changes will be effective upon posting of the revised terms on our website.

The following Licensee Transcoder License Agreement (the “License”) shall be included in the DISH Terms when a Transcoder (as defined below) is utilized in the delivery of your DISH Services. You are the Licensee referred to in the License and we are the Recipient. While we are providing DISH Services to you, you agree not to terminate the License or exercise any right of first refusal. You agree to accept the inclusion of the License in these DISH Terms as your copy of the executed License signed by MetroNet. Notwithstanding any provision of the License, this License shall be effective upon the date you sign the BSA, BA, ASA or SA.

1. Licensee Transcoder License Agreement

Whereas the party signing below (“Recipient”) has not executed a Pro:Idiom content protection system agreement, or otherwise is not currently a Pro:Idiom Adopter, but desires to receive or buy Transcoders, Recipient hereby acknowledges and agrees as follows.

F.1 Definitions. Capitalized terms not otherwise defined herein have the definition set forth in Attachment 1.

F.2 Rights granted. Upon receiving Transcoders subject to this Transcoder License Agreement, Recipient shall have the rights to (i) use the Transcoders to receive Commercial Audiovisual Content transmitted to the public by a Multichannel Video Program Distribution System and to encrypt that content, and only that content, using Pro:Idiom in accordance with the Specification for transmissions to Pro:Idiom Licensed Products containing Pro:Idiom Sink Functions within the Hospitality Environment, (ii) subject to LICENSEE's right of first refusal, to sell, offer for sale, or distribute the Transcoders to Pro:Idiom Adopters, and (iii) subject to LICENSEE's right of first refusal, to transfer or distribute, or offer for transfer or distribution Transcoders to others that are not Pro:Idiom Adopters ("Transcoder Recipients"), on the condition that each such Transcoder Recipient executes this Transcoder License and provides an executed copy to LICENSEE, and that such transfer is subject to the terms and conditions in this Transcoder License.

F.3 Limitations. The rights granted in section F.2 above do not include the right to own and or operate standalone encryption equipment capable of encrypting pay per view content. The Recipient further acknowledges that this license only applies to the standalone operation of Transcoders and that the combination of Transcoder operation with any other Pro:Idiom system element, such as PPV encryption or tuning conducted over system provider interfaces, requires a full Pro:Idiom System Provider agreement.

F.4 Marking Requirement. Recipient shall configure Pro:Idiom Sink Function devices (e.g., television sets that receive transmissions from Transcoders) with information that can be used to trace the source of a Pro:Idiom signal back to the individual Pro:Idiom Source function (Transcoder) prior to any use and maintain the accuracy of such configuration to reflect any future changes using a "stand alone" methodology supplied by a licensed Pro:Idiom Adopter.

F.5 No modification. Recipient shall not modify Transcoder, by hardware or software or otherwise, or alter its operations or function in any way.

F.6 No disclosure or reverse engineering. Transcoders include and embody confidential and proprietary information that is the property of Zenith Electronics Corporation and/or its affiliates. Recipient shall neither reverse engineer the Transcoder, nor disclose any confidential or trade secret information embodied in the Transcoder to others.

F.7 Renewal. Recipient acknowledges that in the event of a Pro:Idiom security breach, a renewal of the Pro:Idiom system may be required under conditions described Attachment 1 below. Such renewal may include Recipient's Transcoders and other devices containing a Pro:Idiom Sink Function (e.g., television sets that receive transmissions from Transcoders). In the event such renewal is required, Recipient acknowledges and accepts that some disruption in operation of its affected Transcoders is likely, and that Recipient will need to perform steps in the renewal process, as directed by Zenith, LICENSEE, a Pro:Idiom Adopter or a Multichannel Video Program Distribution System operator, in order to reactivate such Transcoders. Recipient hereby agrees to hold harmless Zenith, LICENSEE, Pro:Idiom Adopters, and, if instructions are received from a Multichannel Video Program Distribution System operator, such operator, from any disruption in operation of its Transcoders resulting from a renewal process initiated pursuant to the Pro:Idiom Content Protection System Agreements.

F.8 Notice. Recipient shall provide an executed copy of this Transcoder License to LICENSEE at the address below within ten days of execution. Facsimiles and electronic copies are acceptable provided they contain original signatures. An executed copy will be returned to the address listed below.

F.9 Effective Date. This Transcoder License Agreement is effective on the date LICENSEE receives an executed copy from Recipient.

F.10 Termination. Licensee may terminate this Transcoder License Agreement at any time for any reason upon 30 days advance written notice.

Property Information:

Property Name: See Customer Name in the BSA, BA, ASA or SA (as defined above)
Property Address: See Location(s) set forth in the BSA, BA, ASA or SA (as defined above)

For Recipient (MetroNet)

Company: MetroNet
Address: 8837 Bond Street
City/State/Zip: Overland Park, KS 66214

ATTACHMENT 1 TO PRO:IDIOM TRANSCODER LICENSE:

DEFINITIONS

“Commercial Audiovisual Content” means copyrighted works that consist of a series of related images that are intrinsically intended to be shown by the use of machines, or devices such as projectors, viewers or electronic equipment, together with accompanying sounds, if any, regardless of the nature of the material objects, such as films or tapes, in which the works are embodied, provided for performance by transmission through the system of a Pro:Idiom System Provider to the occupants of hotels, motels or other establishments in the Hospitality Environment, either generally or on demand.

“Field of Use” means the use of Pro:Idiom in the Hospitality Environment in accordance with the Specification and the Pro:Idiom Compliance Rules (as set forth in a Pro:Idiom Content Protection System Agreement) to encrypt and decrypt Pay-Per-View, Video-on-Demand, Pay Television Transmissions, and Non-Premium Subscription Television programming, and transmissions of Commercial Audio Visual Content using Undefined Business Models that are permitted to be encoded Copy Never or Copy One Generation pursuant to the process set forth in 15 C.F.R. § 76.1906, as that regulation existed on July 1, 2004.

“Fixed Keys” has the meaning set forth in the Specification.

“Hospitality Environment” means any commercial location, facility or conveyance that providestemporary accommodation, lodging, housing or in-patient care including, but not limited to, hotels, motels, timeshare units, truck stops, hospitals, cruise ships, airplanes, and the like.

“Multichannel Video Program Distribution System” means a system that makes available for purchase, by subscribers or customers, multiple channels of video programming. Such systems include, but are not limited to, cable systems, multichannel multipoint distribution systems, and direct broadcast satellite systems.

“Pro:Idiom” means the methods of key generation, encryption, decryption, key modification, key renewal and forensic marking defined in the Specification.

“Pro:Idiom Adopter” means a Pro:Idiom Content Participant, Pro:Idiom Manufacturer, or Pro:Idiom System Provider.

“Pro:Idiom Content Protection System Agreement” means the Pro:Idiom license agreement between Zenith electronics and parties who wish to own and operate Pro:Idiom encryption equipment for both pay per view applications as well as the distribution of “free to guest” content.

“Pro:Idiom Manufacturer” means an entity that has entered into a Pro:Idiom Content Protection System Manufacturer Agreement with Zenith.

“Pro:Idiom Protected Content” means Commercial Audiovisual Content encrypted using Pro:Idiom.

“Pro:Idiom Licensed Product” means a product that (i) has been produced under authority of a Pro:Idiom license, (ii) uses, implements or incorporates Pro:Idiom as defined in the Specification, (iii) complies with the Pro:Idiom Compliance Rules, and (iv) is intended for use within the Field of Use.

“Pro:Idiom Sink Function” means a function in a product or component that decrypts Pro:Idiom Protected Content received from a Pro:Idiom encrypted transmission.

“Pro:Idiom Source Function” means a function in a product or component that encrypts Commercial Audiovisual Content using Pro:Idiom.

“Pro:Idiom System Provider” means an entity that has entered into a Pro:Idiom Content Protection System Provider Agreement with Zenith.

“Specification” means, collectively, the documents entitled “Level 1 Manufacturer Implementation Specification Version 1.0,” and “Level 2 Manufacturer Specification Version 1.0,” as such documents may be amended in accordance with this Transcoder License Agreement.

“Transcoder” means a Pro:Idiom Licensed Product consisting of a single integrated, self-contained, stand alone unit containing a Pro:Idiom Source Function that is designed to receive Commercial Audiovisual Content transmitted to the public by a Multi-channel Video Program Distribution System and to encrypt that content and only that content using Pro:Idiom.

Key Renewal

General. The Specification includes means by which the system may be renewed, causing receiving devices in the field with old Fixed Keys to be unable to decrypt content protected by Pro:Idiom using the newly-issued Fixed Keys.

Renewal Criteria. System renewal is appropriate in the event of clear evidence that Pro:Idiom Protected Content has been decrypted other than by a Pro:Idiom System Provider exercising its rights under a Pro:Idiom Content Protection System Provider Agreement. For avoidance of doubt, a copy of Pro:Idiom Protected Content made by (i) optical coupling or (ii) defeat of security measures in place between a Pro:Idiom Licensed Product and a display device shall not be the basis for system renewal. Multiple copies of digital files recovered with forensic marking intact from non-authorized sources would constitute clear evidence of a security breach and would be grounds for a key renewal.

Recipients Obligations and Process for Implementing Renewal. Upon Zenith’s announcement of a renewal, LICENSEE will promptly provide effected Recipients with a new Fixed Key set (“Renewed Keys”). Licensee shall install the Renewed Keys in any Pro:Idiom Licensed Product covered by this Transcoder License Agreement within thirty (30) days following Recipient’s receipt of the Renewed Keys.