AMENDMENT TO THE CSS PROCEDURAL SPECIFICATIONS

New Definitions:

"CSS Recordable DVD" shall mean a DVD Disc that (a) has a recordable lead-in that is restricted for use in environments managed by CSS licensees, or (b) has been prerecorded with a Secured Disc Key Set, and, in either case, after being recorded complies with the then applicable specifications defined by the DVD Forum and passes the DVD-Video and DVD-ROM verification processes.

"DVD Disc Title" shall mean a DVD Disc containing CSS Data that is specific to a particular audiovisual program distributed by a Content Provider on a DVD Disc.

"Secure Managed Recording" shall mean the process set forth in Section 6.2.9.4 to enable the recording of CSS Content to CSS Recordable DVDs using CSS to protect the content.

"Secure Media Recording Client Software" shall mean software compliant with Section 6.2.9.4 herein for managed recording of content onto CSS Recordable DVDs.

"Secure Media Recording Server Software" shall mean software that is compliant with Section 6.2.9.4 herein for use by Content Providers or their licensees for storage and transmission of Title Keys and content to DVD Players, Integrated Products, or DVD Drives, that incorporate Secure Media Recording Client Software. Secure Media Recording Server Software must meet the software robustness requirements of Section 6.2.4.2 herein.

Language addition to Section 6.2.1.5

"Notwithstanding the foregoing, DVD Players may play back CSS Recordable DVDs created pursuant to Section 6.2.9.4, and, for the avoidance of doubt, other DVDs created by a DVD Disc Replicator in compliance with CSS Specifications, that pass the DVD Forum DVD-Video and DVD-ROM verification processes."

Language addition to Section 6.2.2.3

"Notwithstanding the foregoing, DVD Drives may play back CSS Recordable DVDs created pursuant to Section 6.2.9.4, and, for the avoidance of doubt, other DVDs created by a DVD Disc Replicator in compliance with CSS Specifications, that pass the DVD Forum DVD-Video and DVD-ROM verification processes."

Designate Section 6.2.9.3 as <u>"Reserved for Managed Copy"</u>

Add new Section 6.2.9.4 as follows:

<u>6.2.9.4   "Secure Managed Recording"</u>

The following provisions are applicable to Secure Media Recording Client Software and Secure Media Recording Server Software with respect to recording content on to CSS Recordable DVDs using CSS to protect the content.

(1) <u>Secure Managed Recording Authority</u>. Notwithstanding anything to the contrary in the CSS Specifications it shall be permissible for a DVD Player or an Integrated Product, using Secure Media Recording Client Software, to record CSS-encrypted content onto CSS Recordable DVDs, provided that the Content Provider (that has the right to authorize such output of such content) has authorized an entity ("Content Distributor") to distribute such content to Secure Media Recording Client Software using Secure Media Recording Server Software. No provision of the CSS Procedural Specifications, except this Section 6.2.9.4, authorizes Licensees, other than a CSS Disc Formatter Manufacturer, to create products that record content onto CSS Recordable DVDs. For the avoidance of doubt, other approaches used by a DVD Disc Replicator in compliance with other sections of the CSS Specifications do not require a Secure Managed Recording Authority, Secure Media Recording Client Software, or Secure Media Recording Server Software.

(a)   <u>Formatting</u>. A CSS Recordable DVD shall be formatted such that it shall not be recognized as recordable media by a DVD Player, Integrated Product, or DVD Drive.

(b)   Robustness.   The interface between Secure Media Recording Client Software and DVD Players, and the interface between Secure Media Recording Client Software and Integrated Products, shall meet the CSS Procedural Specifications robustness requirements for software and hardware, in accordance with Sections 6.2.4 and 6.2.5 herein.

(c)   CSS License Requirements.   For purposes of receiving the appropriate Technical Specifications information, any entity creating Secure Media Recording Client Software and Secure Media Recording Server Software, intended to be used by a Content Distributor distributing content for Secure Managed Recording, shall execute a CSS License Agreement as a CSS Disc Formatter Manufacturer and will, if appropriate, execute a CSS License Agreement as an Authenticator Module for DVD Drive.

Moreover, for the avoidance of doubt, any Content Provider may submit a request to Licensor for the processing of Disc Keys, into a Secured Disc Key Set and provide that Secured Disc Key Set to a DVD Disc Replicator to the extent necessary to create CSS Recordable DVDs.

(d)   Manufacturing Requirements. Each DVD Disc Replicator must manufacture and distribute CSS Recordable DVDs in a manner to ensure that at least five hundred (500) unique Secured Disc Key Sets are applied randomly across all CSS Recordable DVDs distributed by such Replicator.

(e)   Secure Media Recording Client Software.   The Secure Media Recording Client Software shall use a) Secured Disc Key Sets read from the lead-in of the CSS Recordable DVD, and b) Title Keys generated on behalf of the Content Provider, to produce Encrypted Title Keys on behalf of the Licensor. Licensor shall provide the algorithm for generating Encrypted Title Keys to a CSS Licensee that has signed the appropriate CSS License Agreement (as a CSS Disc Formatter Manufacturer) to create Secure Media Recording Client Software. Licensees shall treat the algorithm as Highly Confidential information."

(f)   Sale.

(i) Secure Media Recording Client Software may be sold to any person or entity either by itself, or incorporated into a DVD Player or Integrated Product that outputs CSS Data only in a Protected manner. If such software is sold by itself to any person or entity, it must meet the software robustness requirements of Section 6.2.4.2

herein and may not itself permit the passing of unprotected CSS Data outside of the CSS Compliant Product into which the software has been incorporated.

(ii) Secure Media Recording Server Software may be sold to any Content Provider or any service provider authorized by a Content Provider in writing submitted to the DVD CCA.

(2)   CSS Signature. *[This CSS Signature section shall not be implemented until further notice from DVD CCA.]*

(NOTE: The balance of the amendment addressing the CSS Signature has been redacted because it is not yet relevant)