

DIGITAL CERTIFICATE AUTHORIZATION AGREEMENT
For Devices Built in Compliance with the
PACKETCABLE™ SPECIFICATIONS

This Digital Certificate Authorization Agreement (“Agreement”), is made effective as of _____ (the “Effective Date”) by and between Cable Television Laboratories, Inc., (“CableLabs®”) a Delaware non-stock membership corporation with offices at 858 Coal Creek Circle, Louisville, Colorado 80027-9750, PHONE: 303-661-9100; FAX: 303-661-9199 and the party identified below (“Manufacturer”).

Manufacturer: (Legal Entity executing this Agreement)	Billing Contact:
Address:	Title:
	Phone:
	Fax:
	E-mail:
Technical Contact:	Legal Contact:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

CableLabs maintains and operates a secure Public Key Infrastructure (PKI) for issuing authorized and secure Digital Certificates that may be embedded in cable devices built to the PacketCable specifications (the “Specifications”). Digital Certificates allow for authentication of Devices on the cable network and ensure secure software downloads from a cable operator to a cable subscriber.

CableLabs hereby grants to Manufacturer the right to obtain and embed Digital Certificates in its Devices in accordance with the terms and conditions of this Agreement.

MANUFACTURER HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have entered into this Agreement as of the Effective Date.

CABLE TELEVISION LABORATORIES, INC.	MANUFACTURER NAME:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Agreement

1.0 Definitions

1.1 “Compliant” means that the Device is Certified or Qualified (as defined in the CableLabs’ Certification Wave Requirements and Guidelines located at the following URL: <http://www.cablelabs.com/certqual/>) by the PacketCable Certification Board; or Manufacturer, in CableLabs’ ultimate determination, is reasonable in its determination that the Device is built to the PacketCable specifications.

“Device” means Manufacturer’s Compliant product.

“Digital Certificate” means those device digital certificates as described in the PacketCable specifications.

“PacketCable CA” means a Certification Authority, which is hosted by a third party, which is signed by the CableLabs’ PacketCable Root CA.

“Public Key Infrastructure” (PKI) means the architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a digital certificate-based public key cryptographic system.

“Site” means the Manufacturer Site(s). Multiple Sites are allowed, subject to notification and payment of application fees.

“Wrongful Use” means Manufacturer has embedded a Digital Certificate in a Device or any other product or application that is not Compliant.

“Certificate Manager” means a service manager identified by CableLabs that manages certain aspects of the CableLabs PKI.

2.0 Digital Certificate Authorization

Upon receipt of a complete and executed Agreement, payment of appropriate fees (see **Exhibit A**), the Manufacturer’s information (see **Exhibit B**), the Naming Document (see **Exhibit C**), and verification of Manufacturer’s identity for security purposes, CableLabs hereby authorizes Manufacturer to receive Digital Certificates issued from a PacketCable CA.

3.0 Use of Digital Certificates and Request/Receipt of Certificates

Embedding of Digital Certificates. Manufacturer shall not embed the Digital Certificates in any Device that is not Compliant. Manufacturer shall not embed any Digital Certificate associated with a private key that Manufacturer knows or should have known was stolen, intercepted or otherwise compromised in any way.

Security of Digital Certificate Private Keys. Manufacturer shall safeguard the Digital Certificate private keys, to ensure that such private keys are not lost, stolen, embedded in a product other than a Device or otherwise used in a manner that may compromise or actually does compromise the CableLabs PKI, as CableLabs may determine in its sole discretion.

Automated Request/Receipt of Digital Certificates. Within thirty (30) days after receipt of the Annual Maintenance Fee (see Exhibit A), CableLabs shall cause the Certificate Manager to send to Manufacturer certain secure software and an administrator token for securely obtaining Digital Certificates in an automated fashion. Manufacturer shall install and use the software and administrator token to submit requests for, and receive, Digital Certificates.

No Other Rights. CableLabs retains all right, title, and interest in and to the CableLabs root certificates and any associated trade secrets or other proprietary information associated therewith that is provided by CableLabs to Manufacturer hereunder. CableLabs grants no rights in any trademark, trade name, service mark, business name or goodwill of CableLabs.

4.0 Term and Termination

Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated earlier under the provisions of this Section.

Termination by Manufacturer. Manufacturer may terminate this Agreement, with or without cause, by giving CableLabs sixty days written notice of such termination.

Termination by CableLabs. CableLabs may terminate this Agreement for material breach of this Agreement by Manufacturer, where such breach is not cured within sixty days of notice to Manufacturer; or, where such breach is incapable of cure at the time of the material breach. Examples of breach include, but are not limited to: Manufacturer's Digital Certificate private keys have been lost, stolen, intercepted or otherwise compromised in any way, a court or governmental agency orders CableLabs to revoke Manufacturer authorization, or a series of non-material breaches of this Agreement by Manufacturer.

Termination for Wrongful Use. If this Agreement is terminated due to Wrongful Use, in addition to revoking CableLabs' authorization for Manufacturer to receive Digital Certificates, CableLabs shall receive all net revenue Manufacturer receives from Wrongful Use. CableLabs' receipt of revenue from Wrongful Use is in addition to any damages CableLabs is entitled to receive by law.

Effect of Termination or Certificate Revocation. If this Agreement is terminated, or a Digital Certificate is revoked, Manufacturer shall discontinue using such Digital Certificate(s) and cease embedding or otherwise using such Digital Certificate(s) in any or all affected Device(s). Manufacturer shall keep secret or destroy any unused or revoked Digital Certificate private keys, and take such other action as is reasonably directed by CableLabs. Notwithstanding any termination of this Agreement, any un-revoked Digital Certificate(s) used in Device(s) that are no longer under the control of Manufacturer shall be valid until the expiration of their validity period as stated in the PacketCable specifications.

5.0 Fees.

Fees. Manufacturer shall pay to CableLabs, in advance, the Fees identified in Exhibit A. CableLabs may, upon thirty (30) days prior notice to any Annual Maintenance Fee due date, modify the Fees payable for the following year, provided that such change shall not exceed an amount commensurate with any increase in CableLab's costs (including, but not limited to, the cost of inflation).

Applicable Taxes. CableLabs is exempt from income tax in the United States under Section 501(c)(6) of the Internal Revenue Code. The Fees paid by Manufacturer hereunder are exclusive of, and Manufacturer shall pay, all sales, use, value added, excise, income tax, withholding tax, and other taxes (other than income taxes) that may be levied upon either party by taxing authorities other than the United States in connection with this Agreement (except for taxes based on CableLabs' employees) and shall pay all income taxes that may be levied upon Manufacturer.

6.0 Warranty, Indemnity, Limitation of Liability

6.1 **Indemnification.** Manufacturer shall indemnify and hold harmless CableLabs, its members, directors, employees, and agents (including the entity that holds the PacketCable Root CA and the entity(ies) that hold the PacketCable CA that issued the Digital Certificates), for any claim arising from or related to Manufacturer's use and implementation of the Digital Certificates, including, without limitation, Wrongful Use. Such indemnification obligations shall be subject to: (i) CableLabs notifying Manufacturer, in writing of any such claim and (ii) Manufacturer having the sole control of the defense and all negotiations for any settlement or compromise of such claim, provided, however, that CableLabs may participate in such defense using counsel of its own choice and at its sole expense.

6.2 **Disclaimer of Warranties.** THE DIGITAL CERTIFICATES, USE OF WHICH IS AUTHORIZED HEREUNDER, ARE PROVIDED "AS IS" AND CABLELABS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, SECURITY, OR NON-INFRINGEMENT.

6.3 **Limitation Of Liability.** WITH THE EXCEPTION OF MANUFACTURER'S "WRONGFUL USE", IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES WHICH REFLECT LOST BUSINESS, PROFITS OR REVENUE OBTAINED OR LOST, OR THE COSTS OF RECONSTRUCTING DATA OR REBUILDING DEVICES, WHETHER DAMAGES OF THIS NATURE WERE FORESEEABLE OR NOT, AND EVEN IF THAT PARTY HAD BEEN ADVISED THAT DAMAGES OF THIS NATURE WERE POSSIBLE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY AMOUNT EXCEEDING THE FEES ACTUALLY RECEIVED BY CABLELABS FROM MANUFACTURER.

7.0 **General**

Notices. Any notices, required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered to the address set forth on the first page, or to such other address as the receiving party may have designated by written notice given to the other party. Legal notices shall be sent to the person listed as the Legal Contact. Technical notices shall be sent to the name listed as the Technical Contact.

Export. Manufacturer shall not export or re-export (directly or, knowingly indirectly) any Digital Certificates, documentation, or other technical data without complying with the U.S. Export Administration Act and the associated regulations.

Audit. CableLabs or its duly authorized representatives shall be permitted, upon reasonable notice, and subject to appropriate non-disclosure terms, to inspect all records pertaining to the Digital Certificates, including, without limitation, records related or pertaining to the security, usage, and distribution of the Digital Certificates. The inspections may be made notwithstanding termination of this Agreement while any outstanding claim remains unsettled in the view of either party.

Irreparable Harm. Manufacturer acknowledges and agrees that due to the unique and sensitive nature of the use of the Digital Certificates authorized hereunder, including any private keys therein, there can be no adequate remedy at law for breach of Manufacturer's obligations hereunder, that such breach or unauthorized use or release of the Digital Certificate private keys will cause material damage and result in irreparable harm. Therefore, upon any such breach or any threat thereof, CableLabs shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

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

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

Survival. Sections 1, 4.5, 6, 7.2, 7.3, 7.6, and 7.10 shall survive any termination of the Agreement.

Assignment. Manufacturer may not assign this Agreement without the express, prior written approval of CableLabs.

Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein.

Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

Governing Law; Forum. This Agreement shall be construed in accordance with the law of the state of Colorado, without regard to its conflict of laws rules. The Parties here by agree to exclusive jurisdiction and venue in the federal/state courts located in the city and county of Denver, Colorado.

Exhibit A

Fees

If PacketCable Only -- Annual Maintenance Fee (Initial Account -- one Naming Document per Account)	\$20,000
If an Annual Maintenance Fee for the DOCSIS® or CableHome™ Digital Certificates was Paid, or for additional PacketCable Accounts – Annual Maintenance Fee (Per Account)	\$10,000
Per Digital Certificate (Minimum order 10,000 Certificates)	\$0.07

Note: For purchasing Additional Services, e.g. additional/ replacement Administrator Tokens, please contact the CableLabs Digital Certificate Account Coordinator for details and fee schedule.

Payment Instructions:

All Fees must be paid in **advance**.

Manufacturer may submit a Purchase Order and payment with execution of this Agreement. Alternatively, CableLabs will invoice Manufacturer for the Annual Maintenance Fee.

All Purchase Orders should be submitted to:

CableLabs
858 Coal Creek Circle
Louisville, CO 80027-9750
Attn: Accounting
Phone: (303) 661-9100
Fax: (303) 661-9199
Email: j.tahara@cablelabs.com

All Payments should be submitted to:

Wiring Information:

Please contact the CableLabs Accounting Dept.
at 303-661-9100 for wiring information.

Mailing Information:

Cable Television Laboratories, Inc.
PO Box 973461
Dallas, TX 75397-3461

**EXHIBIT B
MANUFACTURER'S INFORMATION**

CORPORATE INFORMATION:

Official Company Name:
Corporate Headquarters Address:
Headquarters Main Phone:
D-U-N-S Number: Providing Your DUNS number in advance can assist in the Authentication process. If you do not know your company's D-U-N-S number, you can look it up at http://www.dnb.com . Note: The Legal Company Name and Corporate Address listed above must match the information that is listed in the D-U-N-S Database.

MANUFACTURER'S CORPORATE CONTACT:

This is the person responsible for the device manufacturing system, who is authorized to assign the other account contacts including administrators that will request Certificates from CableLabs. Any authentications needed to approve or make changes to the account will all be authenticated through this Corporate Contact.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:

PRIMARY ADMINISTRATOR CONTACT:

This is the person who is authorized to request and receive certificates. An Administrator Kit and an administrator certificate will be delivered to this person at this address. This will generally be the manufacturing location where production certificates are installed.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:
Address:	City and State:
Zip/Postal Code:	Country:

SECOND ADMINISTRATOR CONTACT:

This is the person who is authorized to backup the primary administrator contact. This person is also authorized to request and receive certificates. An Administrator Kit and an administrator certificate will be delivered to this person at this address. This will generally be the manufacturing location where production certificates are installed.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:
Address:	City and State:
Zip/Postal Code:	Country:

MANUFACTURER'S TECHNICAL CONTACT

This is a technical contact, typically in development engineering, authorized to discuss technical issues related to the PacketCable PKI with CableLabs.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:

MANUFACTURER'S LEGAL CONTACT

This person will receive a copy of any contractual related notices.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:
Address:	City and State:
Zip/Postal Code:	Country:

MANUFACTURER'S BILLING CONTACT:

This is the person responsible for payment and notifying CableLabs of any billing changes, for example an accounts payable representative.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:
Address:	City and State:
Zip/Postal Code:	Country:

**EXHIBIT C
PACKETCABLE DEVICE CERTIFICATE NAMING APPLICATION**

NAMING DOCUMENT FOR END-ENTITY DEVICE CERTIFICATES

Please complete the Administrator Information section and the Subject DN of the Certificate Format. Failure to complete these sections will result in delay.

Administrator Information:

Company Name:	
Administrator Name:	Phone:
Administrator E-mail:	

Certificate Format:

To Be Completed by Manufacturer	
Base Certificate	
Subject DN	c=
	o=
	st=
	f=
	ou= PacketCable
	ou=
cn=	<MAC Address (to be entered through Administrator Kit)>

For CableLabs and CA Use Only				
Version	v3			
Serial number	Sha1			
Issuer DN	c=US o= CableLabs, Inc. ou= PacketCable ou= PC CA00001 cn= CableLabs, Inc. PacketCable CA			
notBefore	yymmdd000000Z (Key Ceremony Date)			
notAfter	yymmdd235959Z (20 years [Ⓜ])			
Public Key Algorithm	sha1withRSAEncryption (1 2 840 113549 1 1 5)			
Keysize	1024-bits			
Parameters	NULL			
Standard Extensions	OID	Include	Criticality	Value
keyUsage	{id-ce 15}	X	TRUE	n/a
digitalSignature				Set
keyEncipherment				Set
authorityKeyIdentifier	{id-ce 35}	X	FALSE	Calculated per Method 1
keyIdentifier				<same as subjectKeyIdentifier in CA certificate>

Approval: _____ Signature: _____ Date: _____

Administrator Contact: _____

Corporate Contact: _____