

VISITING/CONTRIBUTING ENGINEER AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 20____, is between Cable Television Laboratories, Inc. (“CableLabs”) a Delaware non-stock membership corporation located at 858 Coal Creek Circle, Louisville, CO 80027-9750, and the Manufacturer and Engineer, an employee of Manufacturer, each as identified below.

As part of CableLabs’ role in developing interoperable equipment for the cable industry, CableLabs invites Manufacturers to assign engineers to CableLabs for an on-going assignment, to be extended after a period of one year if mutually agreeable, to provide resources for the CableLabs project identified below (“Project”), participation in the development of the Project specifications, acceptance test plans (ATPs), test execution package (TEP) writing teams, and/or application lab activities as is appropriate for the benefit of the cable and manufacturing community.

Manufacturer desires to assign Engineer to CableLabs and Engineer is agreeable to being assigned to participate in the Project, the development of specifications, acceptance test plans (ATPs), test execution package (TEP) writing teams and/or application lab activities as CableLabs deems appropriate.

CableLabs **Project** to which Engineer shall be assigned: *[check one]*: PacketCable DOCSIS
 Start Date: ____ day of _____, 200__ ; End Date: ____ day of _____, 20__
 CableLabs supervisor: _____ *[to be completed by CableLabs]*
Engineer shall be located at [check one]:
 CableLabs (Visiting Engineer/On-site Contributing Engineer); Engineer shall be assigned to CableLabs on a full-time basis for ____ days per week, subject to reasonable vacation and other leave periods as well as the requirements of Manufacturer.
 Manufacturer’s facility (Contributing Engineer); Manufacturer designates Engineer, subject to reasonable vacation and other leave periods as well as the requirements of Manufacturer as:
 Primary Engineers shall be assigned to CableLabs on a full-time basis for __ days per week.
 Back-Up Manufacturer may appoint a Back-Up for the Primary Engineer assigned to a specification development or ATP/TEP development team. A Back-Up Engineer shall attend all conference calls and face-to-face meetings.

MANUFACTURER AND ENGINEER HAVE EACH READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES.

<p>CABLE TELEVISION LABORATORIES, INC.</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>MANUFACTURER*: _____</p> <p>By: _____ Name: _____ Title: _____ Email: _____ Date: _____</p>
<p>MANUFACTURER’S ADDRESS*:</p> <p>Address: _____ Phone: _____ Fax: _____</p>	<p>ENGINEER*</p> <p>By: _____ Name: _____ Title: _____ Phone: _____ Email: _____</p> <p><input type="checkbox"/> Engineer hereby confirms he/she has reviewed and understands CableLabs Incoming Personnel Policies and Procedures and Orientation slides <i>(required for on-site Engineers)</i>.</p>

AGREEMENT

IN CONSIDERATION OF the foregoing, and the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term.

The term of this Agreement shall begin on the Start Date and end on the End Date indicated on page one of this Agreement.

2. Status of Engineer.

- (a) Engineer is and during this Agreement shall remain an employee of Manufacturer entitled to all of Manufacturer's employee benefits as they may be revised from time to time and continue to receive all of his salary, vacation, insurance and other benefits from Manufacturer. Engineer's travel expenses shall remain the responsibility of Manufacturer.
- (b) Engineer shall not be an employee of CableLabs. Manufacturer agrees that Manufacturer is responsible for (i) the payment of all taxes including FICA and for the withholding and/or payment of any and all deductions required by law on behalf of Engineer; (ii) the filing and approval of all travel, work and other documents required by the laws of Manufacturer's Country of origin and the United States; and (iii) workers compensation insurance and claims on behalf of Engineer and that CableLabs shall have no obligation in this regard.
- (c) Neither Manufacturer nor Engineer shall receive and CableLabs shall not provide any payments, benefits, or other services except as specifically provided for in this Agreement (or in any other agreement entered into between Manufacturer and CableLabs).

3. CableLabs Policies.

Engineer shall observe and abide by all of the corporate policies and decisions of CableLabs as they may be revised by CableLabs from time to time to the extent such policies and decisions are not in conflict with this Agreement or with the rights and benefits conferred upon him as a Manufacturer employee. Such policies and decisions include reasonable safety precautions, the Antitrust Guidelines for Visiting and Contributing Engineers and the "Rules of Engagement" as posted on CableLabs project websites and in CableLabs' laboratories and are incorporated by reference in this Agreement. The Engineer is to follow the instructions of the CableLabs' staff.

4. Confidential Information.

Where information or ideas exchanged are deemed confidential by CableLabs, Manufacturer shall maintain the confidentiality thereof in accordance with the Access Agreement entered into prior to Manufacturer's participation in the Project.

Manufacturer acknowledges that CableLabs is not currently under obligation to maintain the confidentiality of information submitted by Manufacturer, and that any such obligation shall be treated by specific subsequent agreement to be agreed by both parties. All test results and test data are confidential information. The Engineer is not to disclose test results or the test data to anyone, including employees or agents of Manufacturer. However, Engineer may disclose Manufacturer's test results to Manufacturer. Engineer may otherwise only disclose test results or test data to CableLabs' employees and agents. The Engineer is not to publicize his/her attendance at any testing and shall destroy all data related to testing prior to departure from CableLabs.

If Manufacturer has not executed the aforementioned Access Agreement, then Manufacturer agrees as follows:

Confidential and Privileged Information Access Agreement

In consideration of being given access to certain non-public information (these documents to include draft documents residing in the manufacturer-only partition of the web site (www.cablemodem.com if DOCSIS; www.packetcable.com if PacketCable), or documents otherwise designated as subject to this agreement) relating to the development of the Project, the undersigned (the "Recipient") agrees as follows:

1) THE RECIPIENT AGREES THAT THE INFORMATION WILL BE KEPT CONFIDENTIAL AND SHALL NOT BE DISCLOSED BY THE RECIPIENT IN ANY MANNER WHATSOEVER, IN WHOLE OR IN PART, AND SHALL NOT BE USED OTHER THAN IN CONNECTION WITH THE PROJECT. The Recipient shall be responsible for any breach of this confidentiality by its affiliates, agents, employees, representatives, former affiliates, former agents, former employees, and former representatives resulting from the Recipient's disclosure. Moreover, the Recipient shall agree to transmit the information only to its affiliates, agents, employees, and representatives who need to know the information for the purpose of participating in the Project and who are informed of the confidential nature of the information. Such information shall not include information which: (i) was lawfully in the possession of the Recipient prior to the Recipient receiving it hereunder, as shown by files of the Recipient in existence at the time the Recipient received it, and at a time when the Recipient was under no obligation to CableLabs or any of its member companies to keep such information confidential; (ii) is or becomes available in the public domain through no act of the Recipient that violates this Agreement; (iii) is received by the Recipient from a third person or entity that is not known by the Recipient to be sharing such information in violation of rights of CableLabs; (iv) is developed by or on behalf of the Recipient without any use of the confidential information of CableLabs; (v) is at any time furnished to a third party by CableLabs without restrictions on the third party's rights to disclose; or (vi) is used or disclosed by the Recipient in any manner after the third anniversary of the date indicated above. Recipient shall have the burden of proving the applicability of any of the exceptions in the immediately preceding sentence that the Recipient claims may apply.

2) While the information provided is believed to be reliable, no representation is made by CableLabs as to the accuracy or completeness of such information. Each Recipient is urged to make its own evaluation of the material provided. BY RECEIPT OF THIS INFORMATION, THE RECIPIENT AGREES THAT CABLELABS SHALL HAVE NO RESPONSIBILITY FOR ANY MIS-STATEMENTS OR OMISSION OF FACT OR FOR ANY OPINION EXPRESSED AND THE RECIPIENT RELEASES AND FULLY INDEMNIFIES CABLELABS FROM ANY LIABILITY IN CONNECTION WITH LOSS OR DAMAGES SUFFERED BY THE RECIPIENT RESULTING FROM THE RECIPIENT'S USE OF THE INFORMATION PROVIDED.

5. Support Services.

During the term of this Agreement, CableLabs shall provide Engineer with the administrative and support services necessary for Engineer to participate in the Project and the development of specifications, acceptance test plans (ATPs), and/or test execution package (TEP) writing teams.

Manufacturer and CableLabs agree to consult with each other and with the other interested manufacturers on the content, feasibility, and other aspects of the specification/ATPs/TEP. Engineer shall draft or participate in drafting one or more sections of the specification/ATPs/TEP (the "Contribution") and to use reasonable technical diligence in reviewing and commenting on other parts of the specification/ATPs/TEP drafted by other Participants toward the end of developing an effective specification/ATPs/TEP. CableLabs shall make specification/ATPs/TEP available to interested manufacturers for comments, under the terms of the confidentiality obligations set forth in the Access Agreement, to which the parties are already bound. Determination of and the disposition of the final versions of the specification/ATPs/TEP shall rest with CableLabs, subject to its processes.

6. Ownership of Intellectual Property and Personal Property.

- (a) Manufacturer agrees that, unless other arrangements are made with CableLabs prior to the Contributions being incorporated into a proposed specification/ATPs/TEP, such submissions shall include only proprietary intellectual property that Manufacturer is willing to make available on a royalty-free basis.
- (b) Manufacturer hereby grants CableLabs the right to incorporate its Contributions into the specification/ATPs/TEP, to disclose such Contributions to CableLabs members, interested manufacturers and others participating in the Project, and to seek public review of such proposed specification/ATPs/TEP when CableLabs deems appropriate. Manufacturer grants to CableLabs a personal, royalty-free, nontransferable, nonexclusive copyright license to publish, reproduce, use, adapt, and distribute in any and all print, electronic or other means of reproduction, storage or transmission, whether now or hereafter known or developed, any written materials developed by Engineer for the Project pursuant to this Agreement.
- (c) To the extent that Engineer and CableLabs develop an idea that can be protected by the patent laws of the United States, Engineer will, upon request from CableLabs, cooperate with Manufacturer and CableLabs in obtaining such protection. Title to these ideas or developments (the "Product") will vest jointly in CableLabs and Manufacturer, and the out-of-pocket expenses for obtaining such protection will be split equally by CableLabs and Manufacturer. CableLabs and Manufacturer shall each have the right to use the Product for their separate research and development activities. CableLabs and Manufacturer shall each have the right to license the Product provided that any royalties derived from such licensing shall be split equally between CableLabs and Manufacturer, pursuant to a license agreement containing terms and conditions to be agreed upon between CableLabs and Manufacturer with respect to the Product.
- (d) Unless otherwise agreed to in writing, CableLabs assumes neither ownership nor liability for any personal property Engineer brings to CableLabs, or Manufacturer, for reasons arising from or related to this Agreement, causes to be delivered to CableLabs. Any such personal property left for 30 days after the termination of this Agreement shall become personal property donated to CableLabs without restriction.

7. Export Control.

The export of commodities or technical data from the United States of America and/or the re-export from foreign countries of commodities or technical data or direct products of technical data of United States of America origin, may be conditioned upon the issuance of an export license by the government of the United States of America. Unless and until they have complied, in all respects, with the United States of America Export Control Regulations, CableLabs shall not make available any commodities or technical data or direct products of technical data pursuant to this Agreement or otherwise, and Manufacturer and Engineer agree that they shall not have access to such commodities or data. Neither CableLabs, Manufacturer nor Engineer makes any warranty that an export license will be granted for such export or re-export, however, if such a license cannot be obtained, the activities of Engineer shall be restricted accordingly. The parties agree to consult with one another before attempting to obtain any such license.

8. Covenant Prohibiting Unfair Hiring Practices.

- (a) During Manufacturer's participation in the Project and for a period of 24 months after termination of such participation ("Restricted Period"), neither Manufacturer nor CableLabs shall, without the other party's prior written consent, directly or indirectly, cause or attempt to cause any employee, agent or contractor of the other party to terminate his or her employment, agency or contractor relationship with the other party; or interfere or attempt to interfere with the relationship between the other party and any of its employees, agents or contractors; or solicit, hire or attempt to hire any employee, agent or contractor of the other party.

- (b) Each party's obligations under this Covenant Prohibiting Unfair Hiring Practices (the "Covenant") shall survive the termination of Manufacturer's participation in the Project and shall thereafter be enforceable irrespective of the circumstances of such termination or any other fact or event.
- (c) Each party acknowledges that if either party breaches any obligation under this Covenant, the other party will suffer immediate and irreparable harm and damage for which money alone cannot fully compensate. The parties therefore agree that upon such breach or threatened breach of any obligation under this Covenant by Manufacturer, CableLabs shall be entitled to prohibit Manufacturer from any further participation in the Project or any other certification or testing program conducted by or under the auspices of CableLabs during the Restricted Period. In addition, the non-breaching party shall be entitled to entry of a temporary restraining order, preliminary injunction, permanent injunction or other injunctive relief, without posting any bond or other security, compelling the breaching party to comply with any and all such provisions. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to either party under this agreement or the law, including the right to seek damages from the breaching party for a breach of any provision of this Covenant, nor shall this paragraph be construed to limit the rights or remedies available under applicable law for any violation of any provision of this Covenant.

9. Termination.

If at any time during the term of this Agreement, Engineer or Manufacturer breaches the terms of this agreement, or Engineer ceases to be an employee of Manufacturer for any reason, CableLabs shall have the right to terminate this Agreement. Manufacturer shall have the right to terminate this Agreement upon four weeks prior written notice to CableLabs if Manufacturer requires the availability of Engineer's services to Manufacturer on a full-time basis, or terminates the Engineer's employment. Upon termination, all obligations of the parties under this Agreement except with respect to Paragraphs 4, 6, 7 and 8 hereof shall be terminated.

10. Miscellaneous.

This Agreement may not be assigned by either party without the prior written consent of the other, sets forth the entirety of the parties' understanding as it relates to this subject matter, may be amended only in writing signed by both parties, and shall be governed by the courts and laws of the State of Colorado as they apply to contracts executed and fully to be performed there without giving effect to the principles of conflicts of law.

*****End of Agreement*****