

# CableLabs® OpenCable™ Confidential Information Access Agreement

In consideration of being given access to certain non-public information (these documents to include draft documents stored electronically at CableLabs or documents otherwise designated as subject to this agreement) relating to the development of a new generation of set-top boxes that are interoperable that is (1) marked "confidential," (2) stored electronically at CableLabs, (3) is designated as subject to this agreement, or (4) is oral information that is later confirmed in writing as Information hereunder (the "Information"), 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 CABLELABS OPENCABLE 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 CableLabs OpenCable Project and who are informed of the confidential nature of the Information. 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 Information; (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 first receiving the Information. 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. Notwithstanding the above, the Recipient may disclose the Information when and as required by law or regulation, provided that the Recipient first notifies the CableLabs in sufficient time to allow for an opportunity to contest such required disclosure. Recipient shall observe and abide by all policies of CableLabs, including the [CableLabs Safety Manual](#), [Handbook of Antitrust Guidelines](#), and the [Rules of Engagement](#) as available on the CableLabs website and/or posted in the CableLabs laboratories, and such policies are hereby incorporated by reference in this Agreement.
  
2. While the information provided is believed to be reliable, no representation is made by the Principals 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 THE PRINCIPALS SHALL HAVE NO RESPONSIBILITY FOR ANY MIS-STATEMENTS OR OMISSION OF FACT OR FOR ANY OPINION EXPRESSED AND THE RECIPIENT RELEASES AND FULLY INDEMNIFIES THE PRINCIPALS FROM ANY LIABILITY IN CONNECTION WITH LOSS OR DAMAGES SUFFERED BY THE RECIPIENT RESULTING FROM THE RECIPIENT'S USE OF THE INFORMATION PROVIDED.

RECIPIENT	PRIMARY CONTACT INFORMATION
Company:	Name:
Company website:	Title:
Signature: _____ <i>(By signing this agreement, signatory represents he/she has authority to sign on behalf of company)</i>	Address:
Name:	City:
Title:	State:
E-mail:	Zip code:
Date:	Country:
	Phone:
	Fax:
	E-mail:

Your Company's business: \_\_\_\_\_

Your interest in OpenCable: \_\_\_\_\_

**Please fill out all fields on-line (ALL fields are required), print, sign, and then fax to: OpenCable at 303-926-5920.**