

Terms and Conditions for Participating in CableLabs Events

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CLICKING ON THE "I ACCEPT" BUTTON BELOW. THIS IS A LEGAL AGREEMENT BETWEEN CABLELABS AND VENDOR (defined below) THAT CONTAINS THE COMPLETE TERMS AND CONDITIONS THAT APPLY TO VENDOR'S PARTICIPATION IN THE EVENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, CLICK ON THE "I DO NOT ACCEPT" BUTTON BELOW.

In this Agreement "CableLabs" means Cable Television Laboratories, Inc., and "Vendor" means you and the company or other legal entity identified in the Vendor Company Name field below. "Event" means the CableLabs product demonstration event identified below. "Agreement" means these Terms and Conditions for Participating in CableLabs Events.

This Agreement is between CableLabs and Vendor for the Event as described in the associated Request for Proposal ("RFP") posted on the CableLabs website at www.cablelabs.com. Vendor's participation in the Event shall be subject to the terms and conditions contained herein, conditioned on CableLabs' acceptance of Vendor's proposal for the Vendor Demonstration at the Event.

FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Financial and In-Kind Commitments

- a. **Participation Fee.** If selected by CableLabs as a participant in the Event, Vendor agrees to pay CableLabs the fee or fees described in the applicable RFP (the "Participation Fee") for the exhibit proposed by Vendor in response to the RFP (the "Vendor Demonstration"). CableLabs shall invoice Vendor the full amount of the Participation Fee on or about the date on which CableLabs provides notice to Vendor that Vendor has been selected as an Event participant. Vendor shall pay the total amount of the Participation Fee on the date specified by the RFP (the "Due Date"). Failure to make such payment by the Due Date shall be grounds for exclusion from the Event and termination of this Agreement by CableLabs.
- b. **Third Party Charges.** Vendor will be responsible for the cost of outside phone lines including but not limited to data and voice connections that are necessary for the Vendor Demonstration. Payment for these charges will be coordinated through the Project Manager (as defined in Section 3(a) below). Vendor agrees to pay all charges for drayage and the like, whether or not billed before or after completion of the Event.
- c. **In-Kind Commitments.** Vendor agrees to provide the equipment and software necessary for the Vendor Demonstration, and Vendor's staff (including travel and entertainment costs) required to provide professional and workmanlike demonstrations and explanations of the Vendor Demonstration throughout the Event. Title to the equipment and software shall remain with the Vendor.
- d. **Indemnification and Insurance.** Vendor agrees to fully protect, indemnify, and hold harmless CableLabs from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act or omission undertaken or committed by Vendor or any of its contractors pursuant to the performance of this Agreement. Vendor agrees to carry, at its own cost, insurance sufficient for the foregoing as well as commercial general liability (CGL) insurance, including blanket contractual liability and broad form property damage, with limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage for each occurrence. All CGL insurance shall designate CableLabs and its employees as an additional insured, and Vendor shall furnish certificates and endorsements to CableLabs evidencing adequate proof of the foregoing insurance upon request. All such insurance must be primary and required to respond and pay prior to any other available coverage.
- e. **Liquidated Damages.** CableLabs and Vendor intend to liquidate damages in the event Vendor is selected as an Event participant but fails to withdraw its Vendor Demonstration from the Event prior to the withdrawal deadline specified in the RFP (the "Withdrawal Deadline"). In the event of Vendor's withdrawal after the Withdrawal Deadline, the late withdrawal charges, if any, which represent a reasonable effort on behalf of CableLabs to establish its loss prospectively, shall be due as liquidated damages. Because CableLabs reasonably expects to obtain revenue from the Event and because it is difficult to estimate the actual revenue resulting from the Event, the amounts due for liquidated damages, if any, are intended to compensate CableLabs for all of its losses associated with Vendor's cancellation or late withdrawal from the Event. Therefore, CableLabs and Vendor agree (i) that the late withdrawal fees, if specified in the RFP, are a reasonable estimate of CableLabs damage in the event of Vendor's late withdrawal or cancellation, and (ii) that the liquidated damages, if any, set forth in the RFP do not constitute a penalty.

2. **Term, Termination and Survival.** This Agreement shall commence on the date and time that Vendor submits its contact information and accepts the terms and conditions herein by clicking on the "I Accept" button below, and shall remain in effect until terminated by either party as described herein, or until Vendor has completely removed its Vendor Demonstration and other property from and has fully vacated the Event premises. The Agreement shall automatically terminate if CableLabs does not accept the Vendor Demonstration for exhibition at the Event. CableLabs shall have the right to terminate this Agreement if Vendor fails to perform its obligations hereunder, or if Vendor fails to meet project deadlines described in the RFP. In the event that Vendor fails to meet a project deadline, CableLabs shall provide Vendor with notice of and time to cure such failure, as reasonably determined by CableLabs. In the event of termination by CableLabs in accordance with this section, CableLabs shall not be obligated to refund Vendor's Participation Fee, and may apply any such fees as liquidated damages as described herein. Except in the case of automatic termination as described above, sections 1, 2, 4, 5 and 8 shall survive the expiration or termination of this Agreement.

3. Pre-Event Coordination

- a. **CableLabs Project Manager.** At the direction of CableLabs, the CableLabs Project Manager shall coordinate the Event-related activities of all vendor participants, including Vendor (collectively, "Participants"), and advise the Participants of the requirements for the Event and any deadlines associated therewith.

- b. Vendor Obligations. Vendor agrees to comply with the terms and conditions of the "Exhibitor Responsibilities" and/or "Conference Rules" section of the RFP. The Vendor Demonstration shall be substantially as described in Vendor's response to the RFP. Should the Vendor Demonstration require additional network connections, Vendor shall provide them in coordination with the CableLabs Project Manager.
- c. Booth Location. CableLabs will use reasonable efforts to display the Vendor Demonstration at the Event in an advantageous fashion, but makes no representations, covenants or warranties with respect to the location or presentation of the Vendor Demonstration at or during the Event.

4. **Publicity and Marketing for the Event**

- a. Vendor Demonstration Information. Vendor agrees to prepare a summary sheet (Demonstration Description) of the Vendor Demonstration for distribution to attendees at the Event, as requested by the CableLabs Project Manager. Because the Event is educational in nature, Vendor will not be permitted to display specific product marketing information or prices in the Vendor Demonstration. Vendor grants CableLabs the right to display Vendor's company name and logo in press releases, exhibit signage, and other publicity for the Event. Any other use of Vendor's name or logo by the CableLabs shall require Vendor's permission which Vendor agrees to not unreasonably withhold.
- b. Publicity. CableLabs shall use reasonable efforts to publicize the Event and all vendor demonstrations, including the Vendor Demonstration, for the purpose of exhibiting new services and technologies that can be offered by or to cable television system operators. Vendor agrees to submit all press releases or similar material related to the Event to CableLabs for review and editing prior to publication.

5. **Release and Indemnification for Recording, Duplicating, and Publishing.** CableLabs may record all or portions of the Event, including the Vendor Demonstration. In the event of such recording of the Vendor Demonstration, Vendor hereby consents to the recordation and duplication by CableLabs of the Vendor Demonstration provided at this Event, and the publication, distribution and use by CableLabs of such recordation and duplication. In addition, Vendor hereby releases and indemnifies CableLabs, its employees, directors, officers and agents for any claims arising out of such recordation, duplication, publication, distribution and use including, but not limited to, any claims for libel, slander, invasion of privacy, misappropriation of trade secrets or infringement of intellectual property.

6. **Confidentiality.** Neither CableLabs nor the CableLabs Project Manager shall undertake any obligation of confidentiality with respect to any response to the RFP or any Vendor Demonstration, or with respect to any document or information given to CableLabs or the Project Manager.

7. **Rules and Regulations of the Event.** The Vendor agrees to observe all local, state and federal laws, codes and regulations. Vendor also agrees to comply with the applicable facility requirements, rules and policies ("Facility Rules") as communicated to it by CableLabs and the CableLabs Project Manager, except to the extent that such Facility Rules are in conflict with this Agreement, in which case this Agreement shall control. CableLabs agrees to provide Vendor with the Facility Rules, if any, no later than the Withdrawal Deadline or if no Withdrawal Deadline is specified the date on which Vendor's payment is due to CableLabs.

8. **Miscellaneous**

- a. Scope of the Arrangement Between the Parties. Vendor's selection does not constitute an endorsement of Vendor's equipment, services, or software by CableLabs and Vendor shall not have the right to use CableLabs name or the name of any CableLabs Event without CableLabs permission. Vendor's participation in the Event with CableLabs and other Participants does not constitute a joint venture or partnership, and does not require exclusivity on Vendor's part or on the part of CableLabs with respect to any activity, obligation or other matter related to the Event or the Vendor Demonstration.
- b. Jurisdiction. Any disputes arising from or related to this Agreement are to be resolved by a court located in the State of Colorado and governed by the laws of the State of Colorado without giving effect to the principles of conflicts of law.
- c. Entire Agreement. This Agreement, together with the associated RFP for the Event, constitute the complete and exclusive understanding between the parties with respect to the Event and supersede all previous written or oral agreements and representations. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed.
- d. Waiver. No waiver by either party of any of the provisions of this Agreement, or the failure by either party to enforce any provision of this Agreement, shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof by the other party.
- e. Changes to this Agreement. CableLabs reserves the right to modify any of the terms of this Agreement at any time at its sole discretion for future CableLabs events. No change or modification to this Agreement for the current Event shall be valid unless such change or modification is made in writing and is agreed to by both parties.
- f. Communication and Notices. Any communication, notices or information from Vendor concerning the terms of this Agreement should be in writing and sent by e-mail to the CableLabs Project Manager. Any communication, notices or information from CableLabs concerning the terms of this Agreement will be sent by email to the contact person identified on the signature block of this Agreement below.