

CableLabs® Metadata Confidential Information Access Agreement

In consideration of being given access to certain non-public information (these documents to include draft documents associated with the Metadata Project (the "Project") ("Information"), such Project being facilitated by Cable Television Laboratories, Inc. ("CableLabs"), 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 Recipient documentation or evidence 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 below. 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 MISSTATEMENTS 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.

Received, acknowledged, and accepted by:

RECIPIENT	PRIMARY CONTACT INFORMATION
Signature:	Name:
Name:	Title:
Title:	Address:
Company:	City:
E-mail:	State:
Date:	Zip Code:
	Country:
	Phone:
	Fax:
	E-mail:

Your Company's Business: _____

Your interest in Metadata: _____

Please fill out all fields on-line (ALL fields are required), print, sign, and then fax to: Metadata at 303.926.5920, and then follow-up by mailing the original signed form to: Metadata, Cable Television Laboratories, Inc., 858 Coal Creek Circle, Louisville, Colorado 80027-9750.

Print Form	Clear Form
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