

**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 Organization Name: (Full Legal Name of Entity executing this Agreement)	Legal Contact:
Main Corporate Headquarters Address: (city, state or province, postal code, country)	Title:
	Phone:
	Fax:
	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, as defined hereunder, on the cable network and assist the cable operator in deterring theft of cable services, or unauthorized access to cable services, and help protect subscriber privacy.

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:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Agreement

1.0 Definitions

- 1.1 “Certificate Manager” means a service manager identified by CableLabs that manages certain aspects of the CableLabs PKI.
- 1.2 “Compliant” means that the Device is Certified or Qualified (as defined in the CableLabs’ Certification Wave Guidelines: <http://www.cablemodem.com/downloads/DOCSISCertWaveGuidelines.pdf>) by the PacketCable Certification Board; or the device, in CableLabs’ ultimate determination, is constructed to the appropriate PacketCable specification.
- 1.3 “Device” means Manufacturer’s Compliant product.
- 1.4 “Digital Certificate” means an electronic identification that allows for the authentication of Devices on the cable network.
- 1.5 “PacketCable CA” means a Certification Authority (“CA”), which is hosted by a third party, which is signed by the CableLabs’ PacketCable Root CA.
- 1.6 “PacketCable Root CA” means the highest CA in the PacketCable PKI and is the trust point for all certificates that are issued by the PacketCable PKI.
- 1.7 “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.
- 1.8 “Wrongful Use” means Manufacturer has knowingly or with gross negligence embedded a Digital Certificate in a Device or any other product or application that is not Compliant.

2.0 Digital Certificate Authorization

- 2.1 Upon receipt of a complete and executed Agreement, payment of appropriate fees (see Section 5.0), the Manufacturer’s information (see **Exhibit A**), the Naming Document (see **Exhibit B**), 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

- 3.1 **Embedding of Digital Certificates.** Manufacturer shall not embed the Digital Certificates in any Device that is not Compliant or that is associated with a private key that Manufacturer knows or should have known was stolen, intercepted or otherwise compromised in any way.
- 3.2 **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.
- 3.3 **Automated Request/Receipt of Digital Certificates.** Within thirty (30) days after receipt of the Annual Maintenance Fee, 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.

3.4 **No Other Rights.** CableLabs retains all right, title, and interest in and to the CableLabs' Root CAs and CableLabs' Intermediate CAs 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 or PacketCable.

4.0 Term and Termination

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

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

4.3 **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.

4.4 **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 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.

4.5 **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 Certificates and any associated 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.

5.1 **Fees.** Manufacturer shall pay to CableLabs, in advance. (Please contact CableLabs at Security@CableLabs.com for fee information.) CableLabs may, upon thirty (30) days prior notice, modify the Fees.

5.2 **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 any and all other taxes (other than income taxes) or other costs or fees 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

- 7.1 **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.
- 7.2 **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.
- 7.3 **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. In the event CableLabs needs to conduct an audit due to a discrepancy discovered in a prior audit, CableLabs may charge Manufacturer for reasonable airfare, meals and lodging for such subsequent audit.
- 7.4 **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.

- 7.5 **Amendments.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.
- 7.6 **Waiver.** Any waiver by either party hereto of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 7.7 **Survival.** Sections 1, 4.4, 4.5, 7.2, 7.3, 7.4, 7.7, 7.11 shall survive any termination of the Agreement.
- 7.8 **Assignment.** Manufacturer may not assign this Agreement without the express, prior written approval of CableLabs.
- 7.9 **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.
- 7.10 **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.
- 7.11 **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
MANUFACTURER'S INFORMATION

Notes:

- 1) Fields marked with (*) are compulsory for the specified section.
- 2) When entering phone or fax numbers ensure that you **include country and area codes**.
- 3) **Organization name** is a compulsory field and it is recommended it be the **legally registered business name**.
 - a. Use of special characters such as () & * % \$ # @ ! + = ^ is not permitted.

CORPORATE INFORMATION:

Organization Name*: (Full Legal Name)
Legal Headquarters Address*: (city, state or province, postal code, country)
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 person must work for the organization requesting this service and is responsible for the device manufacturing system. This individual will authorize the other account contacts including administrators who will request Certificates from CableLabs. This person may periodically receive email regarding issues or events occurring with this service.

First Name*:	Last Name*:
Title*:	E-mail*:
Phone*:	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.

Same as the Corporate Contact? YES NO

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

SECOND ADMINISTRATOR CONTACT:

This person is authorized to back-up 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*:
Phone*:	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*:
Phone*:	Fax:

MANUFACTURER'S LEGAL CONTACT:

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

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

**EXHIBIT B
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:

Subject DN	c=	
	o=	
	st=	
	l=	
	ou=	PacketCable
	ou=	
	cn=	
Version	v3	
Serial number	Unique Positive Integer assigned by the CA	
Issuer DN	c = US o = CableLabs, Inc. ou=PacketCable ou= PC CA00001 - G2 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: _____