

**DIGITAL CERTIFICATE AUTHORIZATION AGREEMENT  
for DOCSIS® CODE VERIFICATION CERTIFICATES**

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: (Legal Entity executing this Agreement)	Billing Contact:
Address:	Title:
	Phone:
	Fax:
	E-mail:
Technical Contact:	Legal Contact:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:
Manufacturer Site #1 Address:	Manufacturer Site #2 (if applicable) Address:

CableLabs maintains and operates a secure Public Key Infrastructure (PKI) for issuing authorized and secure Digital Certificates that may be embedded in cable devices. CableLabs also issues Code Verification Certificates that are used to sign code that will be used by cable devices with digital certificates.

CableLabs hereby grants to Manufacturer the right to obtain a Code Verification Certificate for use in signing its code in accordance with the DOCSIS specifications.

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.

<b>CABLE TELEVISION LABORATORIES, INC.</b>	<b>MANUFACTURER NAME:</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## **Agreement**

### **1.0 Definitions**

- 1.1. “Compliant” means that the Device is Certified or Qualified (as defined in the appropriate Certification Wave Guidelines located at: <http://www.cablemodem.com/downloads/DOCSISCertWaveGuidelines.pdf>) by the appropriate Certification Board or the device, in CableLabs’ ultimate determination, is constructed to the appropriate DOCSIS specification.
- 1.2. “CVC” means a code verification certificate that is signed by the appropriate CableLabs’ Code Verification Root CA as described in the appropriate project 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 and ensures secure software downloads from a cable operator to a cable subscriber.
- 1.5. “CA” means a Certification Authority that is signed by the CableLabs Code Verification Root CA.
- 1.6. “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.
- 1.7. “Site” means the Manufacturer Site(s) as identified on the first page of this Agreement. Multiple Sites are allowed, subject to notification and payment of application fees.
- 1.8. “Wrongful Use” means Manufacturer's use of the CVC(s) in connection with a device or any other product or application that is not Compliant."

### **2.0 Digital Certificate Authorization**

- 2.1. CableLabs charges a fee of \$20,000 for CVC authorization and issuance. CableLabs will not authorize the issuance of a CVC without prior payment.
- 2.2. Upon receipt of a complete and executed Agreement, payment of appropriate fee (see above), the Naming Document (see **Exhibit A**), and a Certificate Signing Request (CSR) file in PKCS#10 format, CableLabs will authorize the Manufacturer to receive a DOCSIS CVC(s).
- 2.3. 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 other taxes (other than income taxes) 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.

### **3.0 Use of CVC(s) and Request/Receipt of Certificates**

- 3.1. **Security of CVC(s).** Manufacturer shall safeguard the CVC(s) and associated private key(s), to ensure that the CVC(s) and such private keys are not lost or stolen.
- 3.2. **No Other Rights.** CableLabs retains all right, title, and interest in and to the CableLabs root certificates and CableLabs 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.
- 3.3. **Software Image Signing.** Manufacturer must only use the CVC to digitally sign software images for Devices they manufacture.

### **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 CVC(s) or Digital Certificates having 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 CVC(s), 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 CVC is revoked, Manufacturer shall discontinue using such CVC and related Digital Certificate(s) and cease embedding or otherwise using such Digital Certificate(s) in any or all Device(s) or other products. Manufacturer shall keep secret or destroy any unused or revoked CVC(s), 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 appropriate specification.

## **5.0 Warranty, Indemnity, Limitation of Liability**

- 5.1. **Indemnification.** Manufacturer shall indemnify and hold harmless CableLabs, its members, directors, employees, and agents (including the entity that holds the Root CA and the entity(ies) that hold the CA that issued the CVC(s)), for any claim arising from or related to Manufacturer's Wrongful Use of the CVC(s) or Manufacturer's failure to use reasonable and prudent care to ensure the CVC(s) are not lost or stolen or otherwise compromised. Provided, however, Manufacturer shall only be liable to the extent Manufacturer bears responsibility based on its relative fault contributing to the injury or damage for which indemnity is sought. 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.
- 5.2. **Disclaimer of Warranties.** USE OF THE CVC(S) 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.
- 5.3. **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. WITH THE EXCEPTION OF MANUFACTURER'S "WRONGFUL USE", 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.

## **6.0**    **General**

- 6.1.    **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.
- 6.2.    **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.
- 6.3.    **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 CVC(s) and related Digital Certificates, including, without limitation, records related or pertaining to the security, usage, and distribution of the CVC(s) and related Digital Certificates. The inspections may be made notwithstanding termination of this Agreement while any outstanding claim remains unsettled in the view of either party.
- 6.4.    **Irreparable Harm.** Manufacturer acknowledges and agrees that due to the unique and sensitive nature of the use of the CVC(s) 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 CVC(s) 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.
- 6.5.    **Amendments.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.
- 6.6.    **Waiver.** Any waiver by either party hereto of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 6.7.    **Survival.** Sections 1, 3, 4.4, 4.5, 5, and 6 shall survive any termination of the Agreement.
- 6.8.    **Assignment.** Manufacturer may not assign this Agreement without the express, prior written approval of CableLabs.
- 6.9.    **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.
- 6.10.    **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.
- 6.11.    **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.

\*\*\*\*\* END OF AGREEMENT \*\*\*\*\*

## EXHIBIT A

### DOCSIS Mfg CVC Certificate Naming Document

<b>Certificate to issue:</b>	DOCSIS Mfg CVC Certificate
<b>Date of this application:</b>	
<b>Company name:</b>	
<b>Requester name:</b>	
<b>Requester phone:</b>	
<b>Requester e-mail:</b>	

#### Certificate Format and Extensions:

Base Certificate	Value			
Version	2			
Serial Number	Integer			
Issuer DN	c= US o= Data Over Cable Services Interface Specifications ou= Cable Modems cn= DOCSIS Cable Modem Root Certificate Authority			
Subject DN	c=			
	o=			
	ou= DOCSIS			
	cn= Code Verification Certificate			
notBefore	yymmdd000000Z (Key Ceremony Date)			
notAfter	yymmdd235959Z (10 years)			
Public Key Algorithm	sha1withRSAEncryption (1 2 840 113549 1 1 5)			
Keysize	2048-bits			
Parameters	NULL			
Standard Extensions	OID	Include	Criticality	Value
extendedKeyUsage	{id-ce 37}	X	TRUE	n/a
id-kp-codeSigning				1.3.6.1.5.5.7.3.3

**\*The manufacturer's company name must match the company name in the manufacturer's CM device certificate.**

By signing this document you are hereby authorizing VeriSign to set your CVC to the extensions as noted above.

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*Approved by Customer*

*Date*

**Important!** Please fax the signed document to the attention of Tara Gratz, CableLabs' Digital Certificate Account Coordinator, at (303) 926-5959. In addition, please send your CSR (PKCS# 10) file to: [t.gratz@cablelabs.com](mailto:t.gratz@cablelabs.com).