

Compliance Letter

For

Model: _____

Notice: This Compliance Letter warrants the correct design and distribution of a personal computer which runs Microsoft Windows Media Center Edition, and incorporates features capable of being used with cable television services received via a MS OCUR (such PC, otherwise known as a "MCE HMS"). This letter is intended to address certain (but not all) hardware and testing requirements necessary to the manufacture, marketing and distribution of an MCE HMS. Pursuant to the separate agreement between Microsoft Corporation and _____ ("OEM Agreement"), it is a necessary condition of the licenses granted in the OEM Agreement to provide a signed copy of this letter to Cable Television Laboratories ("CableLabs") stating that the model listed above complies with the requirements listed below. Failure to meet these requirements could result in a breach of the OEM Agreement as well as a breach of this Compliance Letter.

Company, via the corporate officer identified below, hereby promises, represents and warrants to CableLabs and CableLabs' members who are cable operators in North America that:

1. *The MCE HMS model identified above includes the Hardware Requirements specified in the OEM Agreement.*
2. *The MCE HMS model identified above has passed the MCE HMS Tests specified in the OEM Agreement.*
3. Except as provided in Section 6 of this Compliance Letter, each MCE HMS of the model identified above will at the time of manufacture include support for applicable regulatory requirements imposed by the Federal Communications Commission ("FCC") for devices receiving and displaying cable programming, including broadcast programming retransmitted over a cable system, that are in effect as of the date of manufacture of the MCE HMS.
4. Except as provided in Section 6 of this Compliance Letter, each MCE HMS of the model identified above, together with an MS OCUR, shall protect Cable Content received via the DRI in accordance with the OCUR-HMS Content Protection Requirements, without change or modification in the protection provided to the content or the rights granted in the content by or to the cable operator as received by the MS OCUR.
5. Except as provided in Section 6 of this Compliance Letter, each MCE HMS of the model identified above shall at the time of manufacture be compliant with this Agreement and as manufactured and distributed, no feature or functionality of the MCE HMS shall (a) technically disrupt, impede or impair the delivery of services to a cable customer; (b) cause physical harm to the network or the CableCARD; (c) facilitate theft of service or otherwise interfere with reasonable actions taken by cable operators to prevent theft of service; (d) jeopardize the security of any services offered over the cable system; or (e) interfere with or disable the ability of a cable operator to communicate with or disable a CableCARD or MS OCUR or to disable services being transmitted through a CableCARD or MS OCUR. Further, Company shall not intentionally provide, promote or distribute subsequent modifications, upgrades, downloads, modules, or plug-ins to the MCE HMS that defeat this requirement.
6. Notwithstanding the provisions of Sections 3, 4, and 5, Company makes no promise, representation, or warranty, and shall have no liability with respect to, features and functionality of the MCE HMS that are solely attributable to Microsoft software, including MCE, WMDRM and COPP, that is provided to Company by, and installed on the MCE HMS pursuant to an OEM Agreement with, Microsoft.
7. In no event shall Company's breach of this Compliance Letter give rise to liability to CableLabs or any Cable Operator, nor shall CableLabs or a Cable Operator be liable to Company, for consequential, incidental, special, indirect, punitive, or exemplary damages of any kind, including without limitation loss of profit, savings, or revenue, or the claims of third parties, whether or not advised of the possibility of such loss, however caused and on any theory of liability, arising out of this Compliance Letter or based on the making, using, selling or importing of any MCE HMS. In no event shall either Company or CableLabs be liable to the other (or a Cable Operator) under any circumstances under this Compliance Letter for any amount that exceeds \$1,000,000 per instance of breach. As used herein, "instance" shall be defined as a breach attributable directly or indirectly to one cause (including a series of similar problems related to a single cause) and may, for example, affect multiple models or devices sharing a common chassis. The foregoing limitation of liability shall not apply in the case of Company's failure to meet applicable regulatory requirements imposed by the FCC as provided in Section 3 of this Compliance Letter.
8. The foregoing limitation of liability in no way limits or otherwise affects the rights of CableLabs or a Cable Operator to seek injunctive relief against Company for a breach of this Compliance Letter. Company acknowledges that material breach of any obligation under this Compliance Letter will cause CableLabs, and/or the Cable Operators, to suffer immediate and irreparable harm and damage for which money alone cannot fully compensate. Company therefore agrees that upon such material breach, CableLabs shall be entitled to entry of a temporary restraining order, preliminary injunction, permanent injunction or other injunctive relief, without posting any bond or other security, compelling Company to comply with such obligations as deemed proper by a court of competent jurisdiction, *provided, however*, that neither CableLabs nor a Cable

Operator may seek injunctive relief unless such party has first provided Company with notice. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to either party under this agreement or the law, including the right to seek damages, nor shall this paragraph be construed to limit the rights or remedies available under applicable law for any violation of any provision of this Agreement.

Note: Company shall maintain records indicating such compliance and testing, and shall make such records available to CableLabs on reasonable request.

Cable Television Laboratories, Inc.

858 Coal Creek Circle
Louisville, CO 80027-9750
303.661.9100

Please fax signed Compliance Letter to: 303-664-8136.

Corporate Officer:	_____
Title:	_____
Phone:	_____
Fax:	_____
E-Mail:	_____
Address:	_____
Signature:	_____
Date:	_____

Project Manager:	_____
Title	_____
Phone	_____
Fax	_____
E-Mail:	_____
Address:	_____
Signature:	_____
Date:	_____

Quality Assurance:	_____
Title	_____
Phone	_____
Fax	_____
E-Mail:	_____
Address:	_____
Signature:	_____
Date:	_____