

**OPENCABLE UNIDIRECTIONAL RECEIVER  
 DIGITAL CERTIFICATE AUTHORIZATION AGREEMENT**

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 manufactures the Certified OpenCable Unidirectional Receiver (OCUR) digital cable products at the Site(s) identified hereunder; such products are listed in **Exhibit A** (“Product(s)”). CableLabs maintains and operates a secure Public Key Infrastructure (PKI) for issuing authorized and secure Device Digital Certificates and Code Verification Certificates (collectively “Digital Certificates”). Device Digital Certificates allow for authentication of the Products on the cable network; Code Verification Certificates allow a cable operator to securely download code into the Products. These Digital Certificates assist the cable operator in deterring theft or unauthorized access to cable services and content.

CableLabs hereby grants to Manufacturer the right to obtain and embed such Digital Certificates in the Products 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.

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

## Agreement

### **1.0 Definitions**

- 1.1 “Certificate Management Practices” means the policies and procedures for proper use and protection of the Digital Certificate Private Keys, and the circumstances under which Manufacturer’s practices may be reviewed in order to maintain the overall security of the PKI for the benefit of the cable industry, other Manufacturers using the PKI, and cable subscribers. See [www.opencable.com/documents](http://www.opencable.com/documents).
- 1.2 “Certificate Manager” means one or more third parties identified by CableLabs that manage certain aspects of the CableLabs PKI.
- 1.3 “Certificate Revocation Policy” means the policies and procedures under which an end-entity device Digital Certificate may be revoked, including but not limited to CableLabs’ right to revoke end-entity certificates that have been lost, stolen, or cloned, or are embedded in devices that are not Compliant, or are causing harm to the cable network.
- 1.4 “Certified OpenCable Device” means a device that is certified by the OpenCable Certification Board as compliant with the OpenCable Unidirectional Receiver and Digital Receiver Interface Specifications. See [www.opencable.com/specifications](http://www.opencable.com/specifications).
- 1.5 “Code Verification Certificates” or “CVC” means a secure code verification certificate that is signed by the CableLabs OCUR CVC CA, which chains to the CableLabs CVC Root CA.
- 1.6 “Compliant” means that (i) the Product is Certified by the OpenCable Certification Board and listed on Exhibit A, (ii) the Product meets any and all applicable compliance and robustness rules, (iii) the Product is built to conform to the applicable OpenCable Specification(s) and, (iv) Manufacturer’s use of the Digital Certificates complies with the applicable OpenCable Security Specification.
- 1.7 “Device Digital Certificates” means an end-entity device digital certificates that chains to the CableLabs Manufacturer Root CA as further defined in the OpenCable System Security Specification.
- 1.8 “Digital Certificates” means, collectively, Device Digital Certificates and Code Verification Certificates.
- 1.9 “OpenCable Security Specification” means the detailed definitions, required protection, and authorized use of Digital Certificates. See [www.opencable.com/specifications](http://www.opencable.com/specifications).
- 1.10 “Private Keys” are one half of a digital code that are used with a “Public Key.”
- 1.11 “Product” means the products made by or for Manufacturer as identified in **Exhibit A** and as updated by mutual agreement of the parties, in writing, from time to time.
- 1.12 “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.
- 1.13 “Site” means the Manufacturer Site. Multiple Sites are allowed, subject to notification and payment of application fees.
- 1.14 “Wrongful Use” means Manufacturer has embedded a Digital Certificate in a device or any other product or application that is not Compliant.

### **2.0 Digital Certificates for Testing and Certification**

- 2.1 **Verification of Identity.** Upon receipt of a complete and executed Agreement, the Fees (see **Exhibit B**), Manufacturer’s Information (see **Exhibit C**), and the Naming Applications (see **Exhibits D and E**), CableLabs shall verify Manufacturer’s identity for security purposes.
- 2.2 **Device Digital Certificates.** Upon successful verification under Section 2.1 above, CableLabs shall provide to Manufacturer one hundred (100) production OpenCable Unidirectional Receiver Device Digital Certificates that may be used by Manufacturer *for internal testing in products that Manufacturer intends to submit to CableLabs for OpenCable Certification*. Such Digital Certificates may NOT be used in any

commercial product offered for sale, or in products not manufactured in compliance to the OpenCable Specifications.

- 2.3 **Code Verification Certificate.** Upon successful verification of identity under Section 2.1 above, CableLabs authorizes Manufacturer to receive an OCUR CVC for signing OCUR code images. Prior to product certification by CableLabs, *such signed OCUR code images may only be used for internal testing in products that Manufacturer intends to submit to CableLabs for OpenCable Certification.* Prior to product certification by CableLabs, the OCUR CVC may NOT be used to sign code used in any commercial product offered for sale, or in product not manufactured in compliance to the OpenCable Specifications.

CableLabs charges a fee of \$20,000 for the OCUR CVC authorization and issuance. CableLabs will not authorize the issuance of a CVC without prior payment. Upon at least thirty (30) days notice, CableLabs may modify the fees applicable to renewal of the CVC, or continued maintenance of the CVC during the life of the CVC.

### **3.0 Digital Certificates after Certification**

- 3.1 **Authorization.** Upon successful Certification of a Product by the OpenCable Certification Board, and amendment of **Exhibit A Products** hereto to add such Certified Product, CableLabs hereby authorizes Manufacturer to use the Digital Certificates identified in Section 2 in such Products, but only in accordance with this Agreement.

#### **3.2 Use of Digital Certificates.**

- 3.2.1 Manufacturer shall not embed Digital Certificates in any non-Compliant product that is offered for commercial use (including through one or more intermediaries) or in any non-OpenCable product not manufactured in compliance to the OpenCable Specifications.
- 3.2.2 Manufacturer shall only use the Digital Certificates in accordance with the OpenCable Security Specification, Certificate Management Practices, and Certificate Revocation Policy.
- 3.2.3 Manufacturer shall not embed any Device Digital Certificate or sign any code using a CVC that is associated with a Private Key that Manufacturer knows or should have known was lost, stolen, intercepted, or otherwise compromised in any way.
- 3.2.4 Manufacturer shall safeguard the Private Key(s) and all CVCs, to ensure that they are not lost or stolen, or otherwise used in a manner that may compromise or actually does compromise the CableLabs PKI, as CableLabs may determine in its sole discretion.
- 3.2.5 When requesting Device Digital Certificates, Manufacturer shall populate the Product Name field (see **Exhibit D**) with an identifier that corresponds on a one-to-one basis with the Model ID of the Product *as it is marketed and appears on the label of the Product.* The identifier must be *the same identifier* used in the unique hardware\_version\_id number. That is, the hardware\_version\_id and Product Name identifier assigned by the Manufacturer must be a unique number (for a given manufacturer\_id.) and correspond on a one-to-one basis to the Model ID of the Compliant Product reported in the usage report.
- 3.2.6 Manufacturer shall only use the OCUR CVC to sign code used in products that are Compliant.
- 3.2.7 Manufacturer shall provide to CableLabs the Device Digital Certificate Usage Reports as outlined in **Exhibit A.** Manufacturer shall refresh the report every 60 days.
- 3.2.8 Upon reasonable request of CableLabs, Manufacturer shall update (hardware or software), and re-Certify the Product to correct or address any deficiencies in the Product, including, but not limited to, the addition of a secondary DRM in the Product.

- 3.3 **Automated Request/Receipt of Digital Certificates.** Within thirty (30) days after receipt of the Annual Maintenance Fee (see **Exhibit B**), 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 (the "Digital Certificate Startup Kit"). Manufacturer shall install and use the Digital Certificate Startup Kit to submit requests for, and receive, Digital Certificates.

### **OpenCable Unidirectional Receiver Digital Certificate Authorization Agreement**

**3.4 No Other Rights.** CableLabs retains all right, title, and interest in and to the CableLabs Root Certificates, the CableLabs Certification Authority, 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.

#### **4.0 Term**

- 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 (60) 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 (60) days of notice to Manufacturer; or, where such breach is incapable of cure at the time of the material breach.
- 4.4 **Termination for Wrongful Use.** If this Agreement is terminated due to Wrongful Use, CableLabs shall receive all revenue Manufacturer receives from such 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 in accordance with the Certificate Revocation Policy, Manufacturer must discontinue using such Digital Certificates and cease embedding or otherwise using such Digital Certificates in any or all affected Product(s). Manufacturer shall keep secret or destroy any unused or revoked Digital Certificate private keys, and take such other action as is reasonably directed by CableLabs. Notwithstanding any termination of this Agreement, any un-revoked Digital Certificates used in Products that are no longer under the control of Manufacturer shall be valid until the expiration of their validity period as stated in the applicable Security Specification.

#### **5.0 Fees.**

- 5.1 **Fees.** Manufacturer shall pay to CableLabs, in advance, the Fees identified in **Exhibit B**. CableLabs may, upon thirty (30) days prior notice to any Annual Maintenance Fee due date, modify the Fees payable for the following year.
- 5.2 **Applicable Taxes.** The Fees paid by Manufacturer hereunder are exclusive of, and Manufacturer shall pay, all sales, use, value added, withholding, excise, income tax, and other taxes (other than CableLabs' taxes on income) that may be levied upon either party by any taxing authorities in connection with this Agreement.

#### **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 Certificate Manager), for any claim arising from or related to the use and implementation of the Digital Certificates authorized hereunder. Such indemnification obligations shall be subject to: (i) CableLabs promptly notifying Manufacturer, in writing, as soon as practicable after CableLabs receives notice of any claim, (ii) Manufacturer having the sole control of the defense and all negotiations for any settlement or compromise of such claim, and (iii) CableLabs extending reasonable efforts to the Manufacturer for any such settlement or compromise.
- 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 OR NON-INFRINGEMENT.

6.3 **Limitation Of Liability.** 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 PRODUCTS, 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 OR ANY THIRD PARTY FOR ANY AMOUNT EXCEEDING THE FEES ACTUALLY RECEIVED BY CABLELABS FROM MANUFACTURER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL NOT AFFECT THE LIMITATIONS OF LIABILITY APPLICABLE UNDER ANY OTHER AGREEMENTS.

## **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 **Irreparable Harm.** Manufacturer acknowledges and agrees that due to the unique and sensitive nature of the use of the Digital Certificates authorized hereunder, including the 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.
- 7.4 **Amendments.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.
- 7.5 **Waiver.** Any waiver by either party hereto of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 7.6 **Survival.** Sections 1, 3, 4.2, 5, and 6 shall survive any termination of the Agreement.
- 7.7 **Assignment.** Manufacturer may not assign this Agreement without the express, prior written approval of CableLabs.
- 7.8 **Governing Law; Forum.** This Agreement shall be construed in accordance with the law of the state of New York, without regard to its conflict of laws rules. The Parties here by agree to exclusive jurisdiction and venue in the federal and state courts located in the county of New York, New York.

### **List of Exhibits incorporated herein:**

- Exhibit A. Certified OpenCable Unidirectional Receiver Products
- Exhibit B. Fees
- Exhibit C. Manufacturer's Information
- Exhibit D. OpenCable Unidirectional Receiver Device Certificate Naming Application
- Exhibit E. OpenCable Unidirectional Receiver CVC Naming Application

**Exhibit A**

**Certified OpenCable Unidirectional Receiver Products**

Item	OpenCable Certified Product Name or Model	Model	Test Suite (date or version)	Cert. Date	General Certificate DN	Mfg. Initials (Exec.)	CableLabs Initials (Exec.)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

## EXHIBIT B

### Fees

Fees for Device Digital Certificates and Code Verification Certificates are posted at <http://www.opencable.com/downloads/OCPrising.pdf>.

#### **Payment Instructions:**

All Fees must be paid in **advance**.

Manufacturer may submit a Purchase Order and payment with execution of this Agreement. Alternatively, CableLabs will invoice Manufacturer for the Annual Maintenance Fee.

All Purchase Orders should be submitted to:

CableLabs  
858 Coal Creek Circle  
Louisville, CO 80027-9750  
Attn: Accounting  
Phone: (303) 661-9100  
Fax: (303) 661-9199  
Email: [j.tahara@cablelabs.com](mailto:j.tahara@cablelabs.com)

All Payments should be submitted to:

#### **Wiring Information:**

Please contact the CableLabs Accounting Dept.  
at (303) 661-9100 for wiring information.

#### **Mailing Information:**

Cable Television Laboratories, Inc.  
PO Box 973461  
Dallas, TX 75397-3461

**EXHIBIT C  
MANUFACTURER'S INFORMATION**

**CORPORATE INFORMATION:**

Official Company Name:
Corporate Headquarters Address:
Headquarters Main Phone:
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 <a href="http://www.dnb.com">http://www.dnb.com</a> . 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 is the person responsible for the device manufacturing system, who is authorized to assign the other account contacts including administrators that will request Certificates from CableLabs. Any authentications needed to approve or make changes to the account will all be authenticated through this Corporate Contact.

First Name:	Last Name:
Title:	E-mail:
Telephone:	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.

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

## SECOND ADMINISTRATOR CONTACT:

This is the person who is authorized to backup 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:
Telephone:	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 OpenCable PKI with CableLabs.

First Name:	Last Name:
Title:	E-mail:
Telephone:	Fax:

## MANUFACTURER'S LEGAL CONTACT

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

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

**EXHIBIT D**  
**OCUR 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:	

**Mfg I.D.:** \_\_\_\_ \_\_\_\_ \_\_\_\_ (base 10; provided by CableLabs)

**Certificate Format:**

To Be Completed by Manufacturer	
Base Certificate	
Subject DN	c=
	o=
	st=
	/=
	ou= OpenCable
	ou= OCUR
	ou= <Product Name (to be requested through Administrator Kit)>
	ou=
	cn= <Host ID (to be requested through Administrator Kit)>
	ou= <Mfg I.D. (provided by CableLabs)>

For CableLabs and CA Use Only				
Version	v3			
Serial number	Sha1			
Issuer DN	c=US o= CableLabs, Inc. st= Colorado /= Louisville ou= CA00007 cn= CableLabs, Inc. Mfg CA			
notBefore	yymmdd000000Z (Key Ceremony Date)			
notAfter	yymmdd235959Z (30 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	n/a
keyIdentifier				<same as subjectKeyIdentifier in CA certificate>

Approval: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Administrator Contact:** \_\_\_\_\_

**Corporate Contact:** \_\_\_\_\_

**OpenCable Unidirectional Receiver Digital Certificate Authorization Agreement**

Exhibit E  
 OCUR CVC NAMING Application  
**New Issuing Authority Naming Application –  
 Manufacturer CVC**

Name	Manufacturer CVC
Date of this application:	
Company Name:	
Requested “live” date:	
Requester name:	
Requester phone:	
Requester e-mail:	

**Certificate Format and Extensions**

Base Certificate	Value			
Version	2			
Serial Number	SHA1			
Issuer DN	c=US o=CableLabs cn=CableLabs OCUR CVC CA			
Subject DN	c= o= [ST= [L= cn=			
NotBefore	yymmdd000000Z ( <b>Date of Key Ceremony</b> )			
NotAfter	yymmdd235959Z ( <b>10 years</b> )			
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	<b>1.3.6.1.5.5.7.3.3</b>			Set
authorityKeyIdentifier	{id-ce 35}	X	FALSE	n/a
Key Identifier				<same as subjectKeyIdentifier in CA certificate>
keyUsage	{id-ce 15}	X	TRUE	n/a
digitalSignature				Set
keyEncipherment				Set

**Note: In the Subject DN above, Company Name in the “O” MAY be different from the Company Name in the “CN”**

Approval Signature\*:

Date:

(Print) Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**Important! Please fax this signed document to the attention of the Account Manager Tara Gratz at 303-664-8131. In addition, please send your CSR (PKCS #10) file to [t.gratz@cablelabs.com](mailto:t.gratz@cablelabs.com)**

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