

NONDISCLOSURE AGREEMENT

The terms of this Nondisclosure Agreement, effective August 5, 2018, are agreed to by (hereinafter "Vendor") for the benefit of CableLabs, with offices at 858 Coal Creek Circle, Louisville, Colorado 80027-9750.

Vendor may have access to certain non-public information at the Summer Conference event on August 5-7, 2018, for the purpose of learning about CableLabs' initiatives and so Vendor may use information about CableLabs' initiatives to provide goods and services to the cable industry (the "Purpose"). By granting Vendor access to such information, CableLabs may disclose confidential or proprietary information to Vendor (the "Confidential Information").

As used herein, "Confidential Information" shall mean any and all technical or business information furnished, in whatever form or medium, or disclosed by CableLabs to Vendor including, but not limited to, technology initiatives, product/service specifications, prototypes, computer programs, models, or drawings, which are marked as confidential or proprietary by CableLabs, or, for information which is orally disclosed, CableLabs indicates to Vendor at the time of disclosure the confidential or proprietary nature of the information. For purposes herein, any confidential or proprietary technical or business information of a third party furnished or disclosed by CableLabs to Vendor or disclosed by such third party directly to Vendor in the course of Vendor performing work at CableLabs, shall be deemed "Confidential Information" of CableLabs unless otherwise specifically indicated in writing to the contrary.

Vendor may only use the Confidential Information for the Purpose. Vendor agrees, for a period of two years from the date Confidential Information is received or disclosed, to keep the Confidential Information confidential, disclose the same only to employees, vendors and other agents of Vendor with a need to know, and advise such persons of the obligations assumed hereunder; provided that this obligation of nondisclosure with respect to Confidential Information shall not extend to any information which:

1. was known by or in the possession of Vendor without any obligation of nondisclosure or confidentiality prior to the time it was submitted to Vendor;
2. is currently available, or becomes available to Vendor from a third-party free of any nondisclosure obligation;
3. is required to be disclosed by Vendor in response to court order or government authority;
4. was independently developed by Vendor or is directly related to the work Vendor is performing.

This Agreement shall not be construed as granting or conferring, either expressly or impliedly, any rights, licenses or relationships by the furnishing of Confidential Information. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado.

The signer for Vendor warrants that he/she has the authority to bind Vendor to the terms of this NDA. Vendor acknowledges that this NDA applies to all Vendor employees attending the aforementioned event. Vendor shall inform all of its event attendees of the terms of this NDA.