

**OPENCABLE
VISITING ENGINEER AGREEMENT**

THIS AGREEMENT is between Cable Television Laboratories, Inc. (“CableLabs”), a Delaware non-stock membership corporation located at 858 Coal Creek Circle, Louisville, CO 80027-9750 and the Vendor and Visiting Engineer, an employee of Vendor, each as identified below.

Vendor Name: _____	Visiting Engineer: _____
_____	Title: _____
Address: _____	Phone: _____
_____	Fax: _____
_____	E-Mail: _____

CableLabs and certain of its member companies have established a project to develop a family of specifications that define an interoperable cable television set-top box (such specifications, collectively, the “**OpenCable Specification**”). The OpenCable Specification includes a family of specifications that define an interoperable software application platform for OpenCable set-top boxes (collectively, the “**OCAP Specification**”). The OpenCable project also includes the development of test specifications, protocol implementation compliance statements (PICS), test cases, test code, test harnesses, and other materials used to test conformance to the OpenCable Specification (collectively “**Test Materials**”). As used herein, “OpenCable Specification” shall include such Test Materials.

CableLabs desires, and Vendor and Visiting Engineer are each willing to assign Visiting Engineer to CableLabs for a temporary period to assist in the OpenCable activity(ies) identified below:

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VENDOR AND VISITING ENGINEER HAVE EACH READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF.

<p>CABLE TELEVISION LABORATORIES, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>VENDOR</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>VISITING ENGINEER</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><input type="checkbox"/> Engineer hereby confirms he/she has reviewed and understands CableLabs Incoming Personnel Policies and Procedures and Orientation slides (<i>required for on-site Engineers</i>).</p>
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AGREEMENT

IN CONSIDERATION OF the foregoing, and the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term.

The term of this Agreement shall begin _____, and end _____, but may be extended by mutual agreement. The Visiting Engineer shall start at CableLabs on _____, on a full-time basis, subject to reasonable vacation and other leave periods, as well as the requirements of Vendor.

2. Status of Visiting Engineer.

- a) Visiting Engineer is, and during this Agreement shall remain, an employee of Vendor entitled to all of Vendor's employee benefits as they may be revised from time to time and continue to receive all of his salary, vacation, insurance and other benefits from Vendor. Visiting Engineer's travel and other expenses shall remain the responsibility of Vendor.
- b) Visiting Engineer shall not be an employee of CableLabs. In this connection, Vendor agrees that Vendor is responsible for (i) the payment of all taxes including FICA and for the withholding and/or payment of any and all deductions required by law on behalf of Visiting Engineer; (ii) the filing and approval of all travel, work and other documents required by the laws of Vendor's country of origin and the United States; and (iii) workers compensation insurance and claims on behalf of Visiting Engineer and that CableLabs shall have no obligation in this regard.
- c) Neither Vendor nor Visiting Engineer shall receive, and CableLabs shall not provide, any payments, benefits, or other services except as specifically provided for in this Agreement (or in any other agreement entered into between Vendor and CableLabs).

3. CableLabs Policies.

Visiting Engineer shall observe and abide by all of the corporate policies and decisions of CableLabs as they may be revised by CableLabs from time to time to the extent such policies and decisions are not in conflict with this Agreement or with the rights and benefits conferred upon him as an employee of Vendor. However, it is understood that while Visiting Engineer is not an employee of CableLabs, such policies and decisions shall subject Visiting Engineer to equivalent obligations in his role with CableLabs under this Agreement. Such policies and decisions, including the CableLabs Safety Manual, Handbook of Antitrust Guidelines, and the "Rules of Engagement" as available on the CableLabs website and/or posted in each CableLabs' laboratory, are incorporated by reference in this Agreement. The Visiting Engineer is to follow the instructions of CableLabs' staff.

4. Confidential Information.

Information or ideas deemed confidential by CableLabs shall be governed by the OpenCable Confidential Information Access Agreement entered into by Vendor prior to participation in the OpenCable process. Vendor acknowledges that CableLabs is not currently under obligation to maintain the confidentiality of information submitted by Vendor or Visiting Engineer, and that any such obligation shall be treated by specific subsequent agreement to be agreed upon by both parties. All test results and test data are confidential information. The Visiting Engineer may not disclose test results or the test data to anyone, including employees or agents of Vendor, except that Visiting Engineer may disclose such test results or test data of Vendor products to Vendor employees or agents solely as such results or data relate directly to Vendor products. Except as set forth in the preceding sentence, Visiting Engineer may only disclose test results or tests data to CableLabs employees and agents. The Visiting Engineer shall not publicize his/ her

participation in testing activities. Upon termination, Visiting Engineer may not remove any test results or test data, and shall destroy all test results and test data in Visiting Engineer's personal possession.

5. Support Services.

During the term of this Agreement, CableLabs shall provide Visiting Engineer with reasonable administrative and support services necessary for Visiting Engineer to participate in OpenCable.

6. Intellectual and Personal Property.

- a) As used herein, "Contribution" shall mean any documents, software, tables, charts, descriptions, engineering change requests (ECRs), comments, e-mails, submission, white papers, technical notes, knowledge or other information or materials related to the OpenCable project that are, or have been, submitted by Visiting Engineer or Vendor to CableLabs. By making Contributions to CableLabs under this Agreement or otherwise, Visiting Engineer and Vendor each agree that all intellectual property in such Contribution shall be licensed under the terms and conditions of the OpenCable Contribution Agreement (available at www.opencable.com). Visiting Engineer and Vendor each agree to be bound by the OpenCable Contribution Agreement.
- b) Unless otherwise agreed to in writing, CableLabs assumes neither ownership nor liability for any personal property Visiting Engineer brings to CableLabs, or Vendor, for reasons arising from or related to this Agreement, causes to be delivered to CableLabs. Any such personal property left for 30 days after the termination of this Agreement shall become personal property donated to CableLabs without restriction.

7. Covenant Prohibiting Unfair Hiring Practices.

- a) During Vendor's participation in the Program and for a period of 24 months after termination of such participation (the "Restricted Period"), Vendor shall not without CableLabs' prior written consent, directly or indirectly cause or attempt to cause any employee, agent or contractor of CableLabs to terminate his or her employment, agency or contractor relationship with CableLabs; or interfere or attempt to interfere with the relationship between CableLabs and any of its employees, agents or contractors; or solicit, hire or attempt to hire any employee, agent or contractor of CableLabs.
- b) Vendor's obligations under this Covenant Prohibiting Unfair Hiring Practices (the "Covenant") shall survive the termination of Vendor's participation in the Program and shall thereafter be enforceable irrespective of the circumstances of such termination or any other fact or event.
- c) Vendor acknowledges that if Vendor breaches any obligation under this Covenant, CableLabs will suffer immediate and irreparable harm and damage for which money alone cannot fully compensate CableLabs. Vendor therefore agrees that upon such breach or threatened breach of any obligation under this Covenant, CableLabs shall be entitled to prohibit Vendor from any further participation in the Program or any other certification or testing program conducted by or under the auspices of CableLabs during the Restricted Period, and in addition 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 Vendor to comply with any or all such provisions. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to CableLabs under this agreement or the law, including the right to seek damages from Vendor for a breach of any provision of this Covenant, nor shall this paragraph be construed to limit the rights or remedies available under applicable law for any violation of any provision of this Covenant.

- d) Any action arising from or related to this specific Covenant shall be tried only in the state or federal courts situated in Denver, Colorado. The parties hereto consent to jurisdiction and venue in those courts to the greatest extent allowed by law. The party that substantially prevails in any action to enforce any provision of this specific covenant concerning unfair hiring practices shall recover all costs and attorney's fees incurred in connection with the action.

8. Termination.

If at any time during the term of this Agreement, Visiting Engineer violates the policies of CableLabs that are applicable to him, or Visiting Engineer ceases to be an employee of Vendor for any reason, CableLabs shall have the right to terminate this Agreement. CableLabs reserves the right to review the qualifications and work quality of any engineer provided by Vendor, both prior to as well as during the term of this Agreement, which may result in a request for alternative engineer. Vendor shall have the right to terminate this Agreement upon ten days prior written notice to CableLabs if Vendor requires the availability of Visiting Engineer's services to Vendor on a full-time basis. Upon termination, all obligations of the parties under this Agreement except with respect to Paragraphs 4, 6, 7 and 9 hereof shall be terminated.

9. Miscellaneous.

- a) **Assignment.** This Agreement may not be assigned by either party to a third party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign this Agreement to an affiliate of such party or to a successor in interest by way of a merger, reorganization or consolidation. This Agreement sets forth the entirety of the parties' understanding as it relates to this subject matter, and may be amended only in writing signed by both parties.
- b) **Export Control.** The export of commodities or technical data from the United States of America and/or the re-export from foreign countries of commodities or technical data or direct products of technical data of United States of America origin, may be conditioned upon the issuance of an export license by the government of the United States of America. Unless and until they have complied, in all respects, with the United States of America Export Control Regulations, CableLabs shall not make available any commodities or technical data or direct products of technical data pursuant to this Agreement or otherwise, and Vendor and Visiting Engineer agree that they shall not have access to such commodities or data. Neither CableLabs, Vendor nor Visiting Engineer makes any warranty that an export license will be granted for such export or re-export, however, if such a license cannot be obtained, the activities of Visiting Engineer shall be restricted accordingly. The parties agree to consult with one another before attempting to obtain any such license.
- c) **Governance.** This Agreement will be governed by the laws of the State of New York, as they apply to contracts executed and fully to be performed there without giving effect to the principles of conflicts of law. All disputes arising out of or any manner relating to this Agreement, with the exception of those disputes related to the covenant prohibiting unfair hiring practices, which the parties do not resolve in good faith within ten days after either party notifies the other of its desire to arbitrate such dispute or controversy shall be settled by arbitration by a single arbitrator in accordance with the then standard prevailing commercial rules, as modified or supplemented by this article, of the American Arbitration Association ("AAA"). The arbitration shall be held in New York City, New York, U.S.A. The arbitration award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The arbitrator shall not have the power to render an award of punitive damages. To the extent of any conflict, this article shall supersede and control AAA rules.