

**METADATA
CONTRIBUTION AND LICENSE AGREEMENT
FOR INTELLECTUAL PROPERTY**

THIS AGREEMENT is made as of _____ (“Effective Date”), between Cable Television Laboratories, Inc. (“CableLabs”) a Delaware non-stock membership corporation with offices at 858 Coal Creek Circle, Louisville, Colorado, 80027, USA and the corporation identified below (“Contributor”).

RECITALS

A. CableLabs and certain of its member companies (collectively referred to as the “MetaData Business Team”) have established a project to investigate the distribution of content assets (e.g., movies) from multiple content providers sent over diverse networks to cable operators (“MetaData Project”). MetaData is descriptive data associated with a content asset package. It may vary in depth from merely identifying the content package title or information to populate an EPG, to providing a complete index of different scenes in a movie or providing business rules detailing how the content package may be displayed, copied, or sold. The MetaData Project is further described in **Exhibit A - MetaData Project Description**, attached hereto, and in documents released by CableLabs from time to time. As part of the MetaData Project, CableLabs will produce certain business requirements, specifications, and other documents (collectively referred to as the “MetaData Materials”).

B. Contributor owns or has rights to certain information, knowledge, and documentation related to the MetaData Project that has been provided to, or, in Contributor’s discretion, will be provided to, CableLabs by Contributor (collectively, the “Contribution”). CableLabs desires to use the Contribution in the MetaData Materials. CableLabs further desires the right to sublicense others to use MetaData Materials and implement Published Specifications (defined below). Contributor is willing to grant to CableLabs such rights under the terms and conditions of this Agreement.

CONTRIBUTOR 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 executed this Agreement and enter into this Agreement as of the Effective Date.

<p>CABLE TELEVISION LABORATORIES, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>CONTRIBUTOR: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Contributor’s address for written notice (per §9f):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Telephone: _____</p> <p>Fax: _____</p>
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AGREEMENT

1. Definitions.

a. “Affiliate” means an entity that directly or indirectly controls, is controlled by, or under common control with another entity. Control for the purposes of this Agreement shall mean beneficial ownership of more than fifty percent of the voting stock or equity in an entity.

b. “Other Contributor(s)” means an individual, company, or other entity that provides a material contribution to a Published Specification and has signed a Contribution and License Agreement for Intellectual Property substantially in the form of this Agreement (“Contributor Agreement”), and such Contributor Agreement has not been terminated.

c. “Draft Specification” means a version of the Specification specifically identified by CableLabs as a “Draft” version of the Specification. Draft Specifications are only made available to CableLabs, Participants, and the MetaData Business Team for review and comment on an as-needed basis. Draft Specifications specifically exclude Published Specifications.

d. “Essential Claims” means claims of any patent or patent application throughout the world, owned or licensable by Contributor or any Affiliate that is issued now or in the future, relating to inventions that are necessarily and unavoidably infringed as a result of implementing any Published Specification. Implementation of specifications, technology, or standards developed elsewhere, and merely referenced in the Published Specification, shall be governed by the terms associated with the referenced specification, technology, or standard. Essential Claims shall not include (i) claims in design patents or design registrations (ii) claims, which, if licensed, would require payment of royalties by a party to unaffiliated third parties, (iii) claims related to technology or know-how that may be necessary to make or use, any product or service, or portion thereof, that complies with the Published Specification but are not themselves expressly set forth in the Published Specification, or (iv) any claims other than as set forth above, even if contained in the same patent as Essential Claims.

e. “Implementer(s)” means any individual, company, or other entity that desires to implement or has implemented the MetaData Published Specification and has signed **the MetaData IMPLEMENTER LICENSE** as found at www.cablelabs.com under the MetaData Project (“Implementer License”), and such Implementer License has not been terminated.

f. “Intellectual Property Rights” or “IPR” means all intellectual property rights throughout the world owned or licensable, without payment of royalty to a licensor, including, without limitation, copyrights, trade secrets, patents and moral rights.

g. “Licensed Products” means that portion of products, whether hardware, software, services, or a combination thereof, that complies with the relevant portion of any version of the Published Specification and is used in or on a cable system, or intended for use in or on a cable system. For the purposes of this Agreement, Licensed Products shall only include that portion of a product, hardware, software, or services that incorporate or implement technology covered by Essential Claims, and shall not extend to additional features or functions. Such Licensed Products may include, but are not limited to, video encoders, video servers, asset distribution systems, and asset management systems.

h. “Participant(s)” means an entity that has signed **the METADATA CONFIDENTIAL AND PRIVILEGED INFORMATION ACCESS AGREEMENT** as found at www.cablelabs.com under the MetaData Project (“Access Agreement”). A list of current Participants may be obtained upon request from CableLabs.

i. “Published Specification” means any version of the Specification that has been specifically identified by CableLabs as a final version of the Specification. CableLabs shall notify Participants of the

availability and publication date of each “Published” version of the Specification. Published Specifications specifically exclude Draft Specifications.

j. “Specification” means certain data types, content types, file formats, and messaging protocols related to content assets sent between a content provider and a cable operator. Specifications shall also include associated tests suites, proforma interface conformance statements (PICS) and/or reference implementations. As used herein Specifications includes Draft Specifications and Published Specifications.

2. Licenses Granted.

a. Copyright License.

(i) Draft Specifications. Subject to the terms and conditions of this Agreement, Contributor and its Affiliates grant to CableLabs, under any applicable IPRs (excluding patent, patent applications, or trademarks), now or hereafter owned or licensable, a world-wide, royalty-free, nontransferable, nonexclusive, perpetual, irrevocable, right and license to publish, reproduce, use, make derivative works, and distribute (in any and all print, electronic or other means of reproduction, storage or transmission) the Contribution to CableLabs, Participants, Other Contributors, and the MetaData Business Team, for the purpose of creating MetaData Materials. For the avoidance of doubt, the license granted under this Section 2(a)(i) does *not* include the right to implement the MetaData Materials or any Draft Specification.

(ii) Published Specifications. In the event that portions of the MetaData Materials evolve into Published Specifications, Contributor and its Affiliates further grants to CableLabs, under any applicable IPRs (excluding patent, patent applications, or trademarks), now or hereafter owned or licensable, a nonexclusive, nontransferable, worldwide, royalty-free, perpetual, irrevocable, sublicenseable right and license to i) use, copy, distribute, and make derivative works of the Contribution, to the extent it is included in a Published Specification, and to implement such Contribution and derivative works, and ii) use, make, reproduce, sell, distribute, import, or transmit implementations of the Contribution, to the extent it is included in a Published Specification, and derivative works. Contributor waives any right of trade secret in and to Contributions included in a Published Specification. Subject to the rights granted herein, all right, title, and interest in and to the Contribution shall remain with Contributor.

b. Patent License. Subject to the terms and conditions of this Agreement, Contributor and its Affiliates grants to CableLabs, its members, each Other Contributor, and each Implementer, a world-wide, royalty-free, nontransferable, nonexclusive, perpetual, irrevocable license under their Essential Claims, to make, have made, use, reproduce, market, import, offer to sell, sell, and to otherwise distribute Licensed Products. The rights granted to each Other Contributor or an Implementer under this section 2(b) are contingent on such Other Contributor executing the agreement substantially in the form of this Agreement and such Implementer executing the Implementer License. The rights granted to CableLabs under this Section shall be sublicenseable by CableLabs to Other Contributors and other Implementers.

c. Grant to Contributor. Upon request, CableLabs shall grant to Contributor a license to the Published Specifications under the terms and conditions of the Implementer License.

3. CableLabs Obligations.

a. CableLabs shall be responsible for obtaining an executed Access Agreement from each Participant prior to such Participant receiving a Draft Specification.

b. CableLabs shall be responsible for obtaining an executed Contributor Agreement from each Other Contributor.

c. CableLabs shall be responsible for obtaining an executed Implementer License from each Implementer.

4. Representations and Disclaimer.

a. Representation. Except as otherwise disclosed in writing by Contributor at the time of making any contribution, Contributor represents and warrants at the time of any contribution that, to the best of its knowledge, the IPR contained in the Contribution is owned by Contributor or subject to a license held by Contributor that grants it the right to sublicense, and the Contribution may be licensed by Contributor consistent with the rights granted hereunder.

b. Disclaimer of Warranties. CONTRIBUTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (1) EXCEPT AS SET FORTH IN SECTION 4(a), ANY WARRANTY THAT THE CONTRIBUTION DOES NOT INFRINGE THE IPR OF ANY OTHER PERSON OR ENTITY, (2) ANY WARRANTY THAT ANY CLAIMS OF ANY PATENTS OR PATENT APPLICATIONS INCLUDED IN THE ESSENTIAL CLAIMS ARE VALID OR ENFORCEABLE, (3) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR (4) THAT THE RIGHTS AND LICENSES GRANTED TO CABLELABS HEREUNDER COMPRISE ALL THE RIGHTS AND LICENSES NECESSARY OR DESIRABLE TO PRACTICE, DEVELOP, MAKE OR SELL LICENSED PRODUCTS.

5. Term and Termination.

a. Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated under the provisions of this Section.

b. Termination by Contributor. Contributor may terminate this Agreement, with or without cause, by giving CableLabs ninety (90) days written notice of such termination.

c. Termination by Either Party for Breach. In the event any party shall materially breach, or otherwise materially fail to perform or comply with, this Agreement or any provision thereof and such party fails to remedy such default within thirty (30) days after the receipt of notice to that effect, then the other party shall have the right, at its sole option and upon written notice to the defaulting party, to terminate this Agreement.

d. Survival. Notwithstanding any termination of this Agreement, the provisions of Section 2(a)(ii) (Published Specifications) shall apply to all Contributions made by Contributor prior to such termination. And, the provisions of Section 2(b) (Patent License) shall apply to all patent applications filed by Contributor or its Affiliates, with respect to Essential Claims only, within one year and one day from the later of (i) the date of such termination, or (ii) the publication of any Specification as a Published Specification that was a Draft Specification at the time of such termination, provided that such Draft Specification is published as a Published Specification within two (2) years of such termination. The license granted under section 2(c) shall terminate upon termination of this Agreement. Sections 1, 4, 5, 6, 7, 8, and 9 (except 9(i)) shall also survive any termination of this Agreement. All licenses granted by Contributor shall remain in full force and effect for the duration of the intellectual property rights.

6. Confidentiality. Contributor and CableLabs agree to maintain the confidentiality of the MetaData Materials, including the Contribution, and all information related thereto, in accordance with the Access Agreement entered into by Contributor and CableLabs. Notwithstanding, Published Specifications may be made available to the public.

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY (INCLUDING PARTICIPANTS, OTHER CONTRIBUTORS, OR IMPLEMENTERS) FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR

CONSEQUENTIAL 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 AGREEMENT.

8. Enforcement of Rights. Contributor, at its sole expense, shall have the right to determine the appropriate course of action to enforce its IPRs related to the Contribution, or otherwise abate the infringement thereof, to take (or refrain from taking) appropriate action to enforce such IPRs, to control any litigation or other enforcement action and to enter into, or permit, the settlement of any such litigation, or other enforcement action related to such IPRs. CableLabs shall fully cooperate with Contributor in any action to enforce such IPRs, including furnishing, without charge, except out-of-pocket expenses, any evidence, documents and testimony as may be required in such action. If Contributor provides CableLabs with written notice that an entity has commenced an action against Contributor involving Contributor's IPR in the Contribution, or that Contributor has commenced such action against an entity, then CableLabs shall not grant a license to such entity regarding Contributor's IPR in the Contribution without the written permission of Contributor. Notwithstanding, CableLabs may grant a license to IPR of Other Contributors and other Implementers to such entity.

9. General.

a. Waiver. The failure of any party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement or upon reasonable notice to require correction of a default previously waived.

b. Severability. Should one or more provisions of this Agreement be or become invalid, the parties shall substitute, by mutual consent, valid provisions for such invalid provisions with valid provisions. In case such provisions cannot be agreed upon, the invalidity of one or several provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it can be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

c. Arbitration; Governing Law. Any claim, controversy or dispute, sounding under any legal theory, between or among the parties or their officers, directors or employees shall be resolved by arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of all claims. A single arbitrator shall conduct the arbitration under the then current rules of the American Arbitration Association. The arbitrator shall have authority to award compensatory damages only. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The parties shall each pay their own attorneys' fees and expenses, and the parties shall share equally in the cost of the arbitration. The arbitration shall occur in New York, New York and the laws of the state of New York shall apply. It is expressly agreed that either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

d. Headings. The parties acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.

e. Assignment. CableLabs shall not assign its rights or obligations under this Agreement without the prior written consent of Contributor; provided, however, that CableLabs may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger or consolidation or change in control or similar transaction to the transferee or purchaser, or to the successor in the event of such merger or consolidation or to the new controlling party in the event of such change of control or similar transaction. Contributor may assign this Agreement including without limitation, all of its rights and obligations hereunder without the consent of CableLabs. Any purported assignment in violation of this Section shall be void.

f. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written notification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. All notices must be sent to the following addresses, or to such other address that the receiving party may have provided for the purpose of notice in accordance with this Section:

If to CableLabs: The notice address on the front of this Agreement
 Attn: General Counsel
 Telephone: 303/661-9100, Fax: 303/661-9199

If to Contributor: The notice address on the front of this Agreement

g. Amendments. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

h. Independent Contractors. The relationship of CableLabs and Contributor established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

i. Most Favored Nation Status. In the event that CableLabs enters into Contribution Agreement with an Other Contributor and such other agreement has terms that are materially different from and more favorable to such Other Contributor than the terms in this Agreement are to Contributor, Contributor shall have the option of amending this Agreement to reflect such material modification, *provided, however, that* if such other Contribution Agreement contains other material modifications from the terms of this Agreement, Contributor also agrees be bound by such other modifications.

j. Third Party Beneficiaries. The parties acknowledge that the parties intended as beneficiaries of the rights, licenses, and covenants granted by Contributor under this Agreement are CableLabs' member companies, other Contributors, and Implementers.

k. Entire Agreement. This Agreement, and the Access Agreement executed by the parties, sets forth the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements, commitments, or representations of any kind, oral or written with respect thereto. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

*****End of Agreement*****

**Exhibit A
METADATA PROJECT DESCRIPTION**

CABLELABS HEADEND METADATA DESCRIPTION

MetaData

MetaData is descriptive data associated with a content asset package. It may vary in depth from merely identifying the content package title or information to populate an EPG to providing a complete index of different scenes in a movie or providing business rules detailing how the content package may be displayed, copied, or sold. Separate uses for MetaData have originated from the studios, distribution networks (Cable, Satellite), down to the CPE (STBs, PVRs).

Background & Scope:

The purpose of the CableLabs MetaData team is to establish a set of specifications that will facilitate the distribution and handling of assets (MetaData and content) from multiple content providers over diverse networks to CableLabs Members to support VoD and other applications within a cable headend system (Fig. 1).

The scope of the project limits itself to the specifications necessary to create a MetaData format and distribution interface to facilitate a non-proprietary solution to transfer and manage MetaData and its content assets to a cable headend system and distributed within a cable headend system. This transfer occurs on a network from an independent provider to the cable member (via- a collection/distribution point in the cable headend system) to whatever member selected Asset Management System(s) (AMS) there is residing in the headend. The specifications will provide a common set of Headend MetaData and asset distribution interface (ADI) recommendations used to enable distribution of the content assets to an AMS (Fig.2). At the AMS, application specific MetaData will then be unwrapped to provide placement and business rule information of the content assets into application specific servers. Some of this MetaData may be reused in CPE services (e.g. VoD service, EPG), but it may require a filtering mechanism that is at the discretion of the cable member and application server.

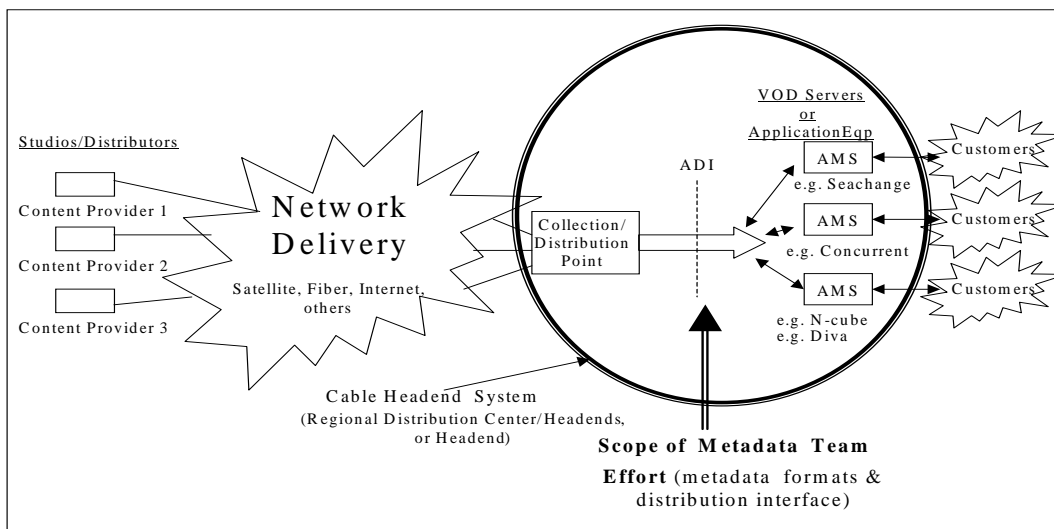


Figure 1 Distribution of Content Assets and Scope of MetaData Effort

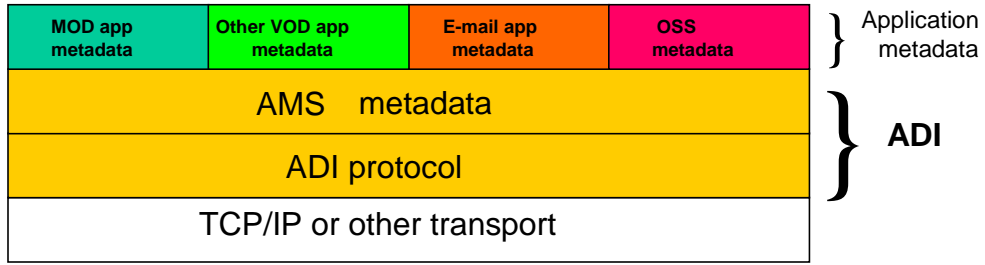


Figure 2 MetaData Layers