



NONDISCLOSURE AGREEMENT

- 1. Purpose.** The Broadband Forum, a California non-profit corporation has invited the undersigned (“Guest”) to attend The Broadband Forum Plug Fests (each an “Event”, and collectively, the “Events”), which are planned to take place at various times during the period starting on January 1, 2011, and ending on December 31, 2011. This Nondisclosure Agreement (“Agreement”) is made by and among you and all other guests who sign a counterpart copy of this Agreement. **Guest must be a Broadband Forum member in good standing at the time of the event.**
- 2. Confidentiality.** Guest agrees to treat as confidential all information received at or concerning activities taking place at the Events, including, but not limited to, all test activities and test results for each Event, and all other guests’ respective information disclosed at the Event to Guest concerning their research, experimental work, development, design details and specifications and engineering information as confidential information (“Confidential Information”). Guest shall treat all Confidential Information of the other guest(s) (each a “Discloser”) with the same degree of care as Guest accords to its own confidential information, but in no case less than reasonable care. Guest shall use such Confidential Information for the sole purpose of testing the interoperability of Guest’s own products with other guests’ products. Guest shall not disclose Confidential Information of the Discloser to any person or entity other than Guest’s (a) officers, (b) employees, (c) affiliates that have signed an agreement similar to this Agreement and have attended the same Event(s), and (d) consultants who are given access to such Confidential Information for the sole purpose of testing the interoperability of Guest’s own products with other guests’ products and who have entered into written confidentiality agreements with Guest which protect the Confidential Information of Disclosers to the same extent required of Guest by the provisions of this Agreement. Guest shall immediately give notice to the applicable Discloser of any unauthorized use or disclosure of that Discloser’s Confidential Information that Guest becomes aware of. Guest agrees to assist the Discloser in remedying such unauthorized use or disclosure of its Confidential Information. The obligations set forth in this Agreement shall not apply to any Confidential Information which is: (a) rightfully in the public domain other than by a breach of a duty to the Discloser; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to Guest without any limitation on use or disclosure prior to its receipt from the Discloser; (d) independently developed by employees of Guest without reference to such Confidential Information; or (e) generally made available to third parties by the Discloser without restriction on disclosure. Nothing in this Agreement shall prevent Guest from disclosing Confidential Information to the extent Guest is legally compelled to do so by any governmental or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Guest shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Discloser in writing of the agency’s order or request to disclose; and (iii) cooperate fully with the Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Guest’s obligation not to use or disclose Confidential Information of the Discloser will terminate on December 31, 2014. Upon written request by a particular Discloser, Guest will destroy all tangible Confidential Information of

that Discloser in Guest's possession or control and certify such destruction in writing to the Discloser. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, for such Confidential Information or its accuracy or performance.

3. Compliance with Laws. Guest agrees to comply with all applicable laws while attending each Event, including antitrust laws. Without limitation, Guest agrees not to disclose or exchange information relating to Guest's current or projected product pricing (including price changes, price differentials, markups, discounts, allowances and terms and conditions of sale (including credit terms, etc.)) or data that bear on prices (including profits, margins or cost), expected purchasing requirements, sales plans, marketing plans, business forecasts or any other topic that relates to a party's ability or plans to compete.
4. Ownership of Confidential Information and Other Materials. All Confidential Information, and any Derivatives thereof, remain the property of the Discloser and no license or other rights to Confidential Information is granted or implied hereby. Confidential Information includes all summaries and abstracts of the same. "Derivatives" shall mean, for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted.
5. Own Risk. Notwithstanding the provisions of this Agreement, Guest agrees that participation in any activities at the Events is solely at Guest's own risk.
6. No Licenses Granted. No licenses are granted by Guest to any other party to any of Guest's intellectual property, and no licenses are granted by any other party to Guest for such other party's intellectual property, as a result of their signing this Agreement and/or their participation in the Events, by implication, estoppel, or otherwise. Intellectual property shall include, without limitation, trademarks, copyrights, patents, mask works and trade secrets.
7. Press Releases. Guest shall not advertise, market or promote its products by referencing the Event and/or the results of any testing activities conducted thereunder. The Broadband Forum may issue a press release for each Event at its own discretion. Guest agrees that the press release may include Guest's name and indicate Guest participated in the Event.
8. No Export. Guest will not export, directly or indirectly, any technical data acquired from the Discloser during the Events or pursuant to this Agreement, or any product utilizing any such technical data, to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval (nor disclose such technical data to any citizen of such country) without first obtaining such license or approval.
9. Choice of Law and Enforcement. This Agreement shall be governed by the laws of the State of California (other than provisions relating to choice of law) as applied to agreements entered into and performed entirely within California between California residents, and may be enforced in any court, within California or elsewhere, of competent jurisdiction. A Discloser, in addition to any other available rights and remedies, shall be entitled to an injunction restricting the recipient of the Discloser's Confidential Information from committing or continuing any violation of this Agreement or any counterpart of this Agreement entered into by another guest.
10. General. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. If any provision of this Agreement is held by a

court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The titles and headings herein are for reference purposes only and shall not limit in any manner the construction of this Agreement, which shall be considered a whole.

I acknowledge that I have read this Agreement. On behalf of the below-listed company, I understand that the execution of this Agreement is necessary for attending an Event and agree to have my company adhere to the provisions of this Agreement. I also certify that I am authorized to execute this Agreement on behalf of my company.

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____