

**DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT
 (for Device Digital Certificates)
 for devices built in compliance with
 Liberty Global, Inc. HORIZON Specification**

This Digital Certificate Subscriber Agreement (“Agreement”), is made effective as of _____ (the “Effective Date”) by and between NetworkFX, Inc., (“NetworkFX™”) a Delaware corporation with offices at 858 Coal Creek Circle, Louisville, Colorado 80027-9750, PHONE: 303-661-3438; FAX: 303-664-8156 and the party identified below (“Subscriber”).

Organization Name: (Full Legal Name of Entity executing this Agreement)	Legal Contact:
Main Corporate Headquarters Address: (city, state or province, postal code, country)	Title:
	Phone:
	Fax:
	E-mail:

NetworkFX maintains and operates a Public Key Infrastructure (PKI) on behalf of Liberty Global, Inc. (“LGI”) for issuing Digital Certificates that may be embedded into LGI approved devices.

NetworkFX, on behalf of LGI, hereby grants to Subscriber authorization to obtain Digital Certificates for use in LGI approved devices in accordance with the terms and conditions of this Agreement, as well as any other agreements Subscriber has with LGI that relate to the Digital Certificates.

SUBSCRIBER 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.

NETWORKFX, INC.	SUBSCRIBER NAME:
By:	By:
Name:	Name:
Title:	Title:

Agreement

1.0 Definitions

- 1.1. “Certificate Manager” means a service manager identified by NetworkFX that manages certain aspects of the LGI PKI, such as, but not limited to, hosting the PKI root. In the event NetworkFX does not identify the Certificate Manager, the Certificate Manager shall be the entity that hosts the certification authority from which Subscriber receives its digital certificates.
- 1.2. “Compliant” means that the Subscriber’s Device is, in LGI’s ultimate, lawful, and reasonable determination, is acceptable to receive and use a Digital Certificate in conformance to this Agreement, agreement(s) between Subscriber and LGI and the LGI certificate requirements.
- 1.3. “Digital Certificate” means a digital certificate issued from the LGI certification authority.
- 1.4. “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.
- 1.5. “Wrongful Use” means Subscriber has knowingly or with gross negligence embedded a Digital Certificate in a device or any other product or application that is not Compliant.

2.0 Digital Certificate Authorization

- 2.1 Upon receipt of a complete and executed Agreement, Subscriber’s information (see Exhibit A), the Naming Document (Exhibit B), and verification of Subscriber’s identity for security purposes, NetworkFX, as authorized agent of LGI, authorizes Subscriber to receive Digital Certificates.

3.0 Use of Digital Certificates and Request/Receipt of Certificates

- 3.1. **Production Digital Certificates.** Subscriber may, upon authorization, as specified in this Agreement, download and use Digital Certificates.
- 3.2. **Embedding of Digital Certificates.** Subscriber shall not embed or otherwise use the Digital Certificates in any device that is not Compliant. Subscriber shall not embed or otherwise use any Digital Certificate associated with a private key that Subscriber knows or should have known was stolen, intercepted or otherwise compromised in any way.
- 3.3. **Security of Digital Certificate Private Keys.** Subscriber shall safeguard the Digital Certificate private keys to ensure that the private keys are not lost, stolen, embedded in a product other than a Compliant device, or otherwise used in a manner that may compromise, or actually does compromise, the LGI PKI, as LGI may determine in its sole discretion.
- 3.4. **Automated Request/Receipt of Digital Certificates.** Within thirty (30) days after receipt of the Subscriber authorization to receive and use Digital Certificates in conformance to this Agreement, NetworkFX shall cause the Certificate Manager to send to Subscriber certain secure software and an administrator token for securely obtaining Digital Certificates in an automated fashion. Subscriber shall install and use the software and administrator token to submit requests for, and receive, Digital Certificates.
- 3.5. **No Other Rights.** LGI retains all right, title, and interest in and to its trademarks, the LGI certification authority root, intermediate certification authorities and Digital Certificates. NetworkFX grants no rights in any trademark, trade name, service mark, business name or goodwill of NetworkFX.

4.0 Term and Termination

- 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 Subscriber.** Subscriber may terminate this Agreement, with or without cause, by giving NetworkFX sixty days written notice of such termination.
- 4.3. **Termination by NetworkFX.** NetworkFX may terminate this Agreement for material breach of this Agreement by Subscriber, where such breach is not cured within sixty days of notice to Subscriber; or, where such breach is incapable of cure at the time of the material breach. Examples of breach include, but are not limited to: Digital Certificate private keys have been lost, stolen, intercepted or otherwise compromised in any way, a court or governmental agency orders NetworkFX or LGI to revoke Subscriber authorization, or a series of non-material breaches of this Agreement by Subscriber. This Agreement may be terminated if required due to the termination of other agreements between LGI and Subscriber.
- 4.4. **Termination for Wrongful Use.** If this Agreement is terminated due to Wrongful Use, in addition to revoking NetworkFX' authorization for Subscriber to receive Digital Certificates, LGI shall receive all revenue Subscriber receives from Wrongful Use. LGI's receipt of revenue from Wrongful Use is in addition to any damages LGI 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, Subscriber shall discontinue using such Digital Certificate(s) and cease embedding or otherwise using such Digital Certificate(s) in any or all affected devices. Subscriber shall keep secret or destroy any unused or revoked Digital Certificates and any associated private keys, and take such other action as is reasonably directed by NetworkFX acting on behalf of LGI. Notwithstanding any termination of this Agreement, any un-revoked Digital Certificate(s) used in devices that are no longer under the control of Subscriber shall be valid until the expiration of their validity period as stated in the Specifications.

5.0 Fees

- 5.1. **Fees.** Subscriber shall pay to NetworkFX, in advance for the services necessary to maintain Subscriber's account and access to the LGI PKI. (Please contact info@networkfx.net for fee information.) NetworkFX may, upon thirty (30) days prior notice, modify the Fees payable for the following year, provided that such change shall not exceed an amount commensurate with any increase in NetworkFX' costs (including, but not limited to, the cost of inflation). All payments to NetworkFX shall be in U.S. dollars.
- 5.2. **Applicable Taxes.** The Fees paid by Subscriber hereunder are exclusive of, and Subscriber shall pay, all sales, use, value added, excise, income tax, withholding tax, and any other taxes or charges (other than NetworkFX income taxes or other such taxes directly related to their businesses, such as payroll taxes) that may be levied upon either party by taxing authorities other than the United States in connection with this Agreement and shall pay all income taxes that may be levied upon Subscriber.

6.0 Warranty, Indemnity, Limitation of Liability

- 6.1. Subscriber warrants that LGI has approved Subscriber to receive Digital Certificates and imbed them in those LGI approved Subscriber devices.

- 6.2. **Disclaimer of Warranties.** THE DIGITAL CERTIFICATES, USE OF WHICH IS AUTHORIZED HEREUNDER, ARE PROVIDED "AS IS" AND NETWORKFX, CERTIFICATE MANAGER, AND LGI DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, SECURITY, OR NON-INFRINGEMENT.
- 6.3. **Indemnification.** Subscriber shall indemnify and hold harmless NetworkFX, LGI, the Certificate Manager and their respective, directors, employees, and agents, for any claim arising from or related to Subscriber's use and implementation of the Digital Certificates, including, without limitation, Wrongful Use. Such indemnification obligations shall be subject to: (i) NetworkFX, LGI, and/or the Certificate Manager notifying Subscriber, in writing of any such claim and (ii) Subscriber having the sole control of the defense and all negotiations for any settlement or compromise of such claim, provided, however, that NetworkFX, LGI, and/or the Certificate Manager may participate in such defense using counsel of its own choice and at its sole expense.
- 6.4. **Limitation of Liability.** WITH THE EXCEPTION OF SUBSCRIBER'S GROSS NEGLIGENCE, WILLFUL ACTS OR "WRONGFUL USE", IN NO EVENT SHALL 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 DEVICES, 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 FOR ANY AMOUNT EXCEEDING THE FEES LGI PAID FOR IN THE PRECEDING CALENDAR YEAR FOR SUBSCRIBER TO RECEIVE DIGITAL CERTIFICATES.
- 6.5. **Subscriber Liability for Subscriber Supplied Information.** Subscriber is solely liable for the resulting Digital Certificates created from the information Subscriber provides in the exhibits attached hereto and incorporated by this reference. Failure to completely and correctly complete the exhibits will result in incorrect Digital Certificates which may require Subscriber to purchase additional Digital Certificates.

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 in Exhibit A, 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.** Subscriber 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. **Audit.** NetworkFX or its duly authorized representatives shall be permitted, upon reasonable notice, and subject to appropriate non-disclosure terms, to inspect all records pertaining to the Digital Certificates, including, without limitation, records related or pertaining to the security, usage, and distribution of the Digital Certificates. The inspections may be made notwithstanding termination of this Agreement while any outstanding claim remains unsettled in the view of either party. In the event NetworkFX needs to conduct an audit due to a discrepancy discovered in a prior audit, NetworkFX may charge Subscriber for reasonable airfare, meals and lodging for such subsequent audit.
- 7.4. **Irreparable Harm.** Subscriber acknowledges and agrees that due to the unique and sensitive nature of the use of the Digital Certificates authorized hereunder, including any private keys therein, there can be

no adequate remedy at law for breach of Subscriber's obligations hereunder, that such breach or unauthorized use or release of the Digital Certificates will cause material damage and result in irreparable harm. Therefore, upon any such breach or any threat thereof, NetworkFX shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

- 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, 4.4, 4.5, 6, 7.2, 7.3, 7.8 and 7.9 shall survive any termination of the Agreement.
- 7.7. **Assignment.** Subscriber may not assign this Agreement without the express, prior written approval of NetworkFX.
- 7.8. **Third Party Beneficiaries.** LGI and the Certificate Manager are the sole third party beneficiaries of this Agreement.
- 7.9. **Entire Agreement/Severability/Amendments.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.
- 7.10. **Governing Law; Forum.** This Agreement shall be construed in accordance with the law of the state of Colorado, without regard to its conflict of laws rules. The Parties hereby agree to exclusive jurisdiction and venue in the federal/state courts located in the city and county of Denver, Colorado.

EXHIBIT A SUBSCRIBER'S INFORMATION

Notes:

- 1) Fields marked with (*) are compulsory for the specified section.
- 2) When entering phone or fax numbers ensure that you **include country and area codes**.
- 3) **Organization name** is a compulsory field and it is recommended it be the **legally registered business name**.
 - a. Use of special characters such as () & * % \$ # @ ! + = ^ is not permitted.

CORPORATE INFORMATION:

Organization Name*: <small>(Full Legal Name)</small>
Legal Headquarters Address*: <small>(city, state or province, postal code, country)</small>
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 http://www.dnb.com . Note: The Legal Company Name and Corporate Address listed above must match the information that is listed in the D-U-N-S Database.

SUBSCRIBER'S CORPORATE CONTACT:

This person must work for the organization requesting this service and is an authorized representative of the organization. This individual will authorize the other account contacts including administrators who will request Certificates from NetworkFX. This person may periodically receive email regarding issues or events occurring with this service.

First Name*:	Last Name*:
Title*:	E-mail*:
Phone*:	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.

Same as the Corporate Contact? YES NO

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

SECOND ADMINISTRATOR CONTACT:

This person is authorized to back up the primary administrator contact. They are 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*:
Phone*:	Fax:
Address*:	City and State*:
Zip/Postal Code*:	Country*:

SUBSCRIBER’S TECHNICAL CONTACT

This is a technical contact, typically in development engineering, authorized to discuss technical issues related to the PKI with NetworkFX.

First Name*:	Last Name*:
Title*:	E-mail*:
Phone*:	Fax:

SUBSCRIBER’S LEGAL CONTACT

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

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

SUBSCRIBER’S BILLING CONTACT:

This is the person responsible for payment and notifying NetworkFX of any billing changes, for example an accounts payable representative.

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

EXHIBIT B
LGI DEVICE CERTIFICATE NAMING APPLICATION

NAMING DOCUMENT FOR LGI DEVICE CERTIFICATES

Please complete the Requestor Information section and the Subject DN of the Certificate Format. Failure to complete these sections will result in delay.

Requestor Information:

Organization Name:	
Date of Application:	
Requestor Name:	Phone:
Requestor E-mail:	

Certificate Format:

To Be Completed by Subscriber		
Subject DN	c=	<Enter 2-digit country code>
	o=	<Enter the subscriber organization name>
	ou=	HORIZON
	cn=	<Device ID (to be entered via the CRA)>

For NetworkFX and CA Use Only				
Version	v3			
Serial number	Unique Positive Integer assigned by the CA			
Issuer DN	c=NL o=Liberty Global Operations B.V. ou=HORIZON Device Vendor CA0001 cn=Liberty Global HORIZON Device Certification Authority			
notBefore	yymmdd000000Z (Key Ceremony Date)			
notAfter	yymmdd235959Z (15 years)			
Public Key Algorithm	Sha256WithRSAEncryption (1 2 840 113549 1 1 11)			
Keysize	2048-bits			
Parameters	NULL			
Standard Extensions	OID	Include	Criticality	Value
keyUsage	{id-ce 15}	X	TRUE	
digitalSignature				Set
keyEncipherment				Set
authorityKeyIdentifier	{id-ce 35}	X	FALSE	
keyIdentifier				Calculated per Method 1

Approval

Signature

Date

Administrator Contact: _____

Corporate Contact: _____