

## Device Manufacturer Root Certificate Signing Request Form

(Fax to VeriSign Inc. at 650-426-5252)

### Company

Name: \_\_\_\_\_

### Company

Address \_\_\_\_\_

Company Contact (Name, Phone) \_\_\_\_\_ Purchase Order# \_\_\_\_\_

PO Amount\$ \_\_\_\_\_

Signature: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_ Root Name (e.g. DOCSIS, EuroDOCSIS,

PacketCable) \_\_\_\_\_

### Work Description:

VeriSign shall, upon receipt from Company of the information required under the Manufacturer Information and Technical Information form, (located at [www.Verisign.com/products/cable/manufacturer](http://www.Verisign.com/products/cable/manufacturer)), this completed form, and a PKCS10 Certificate Signing request of Company's, shall sign the request under the Root CA of the involved initiative root. The signed Certificate shall be returned to Company in a standard X.509 electronic file to the email address provided by Company.

### Terms and Conditions

- 1.01** By submitting a Purchase Order to VeriSign and filling out this Device Manufacturing Certificate Signing Request Form, Company agrees to the terms and conditions herein which shall prevail over any inconsistent provisions in any form or other paper submitted by Company to VeriSign. This order shall constitute the entire agreement between the parties.
- 1.02** A completed Device Manufacturing Root Certificate Signing Request Form and valid Purchase Order must be submitted to VeriSign two (2) weeks prior to the the 2<sup>nd</sup> Wednesday of each month.
- 1.03** VeriSign shall only issue the above requested Device Manufacturing Root Certificates for Company if Company is on a Root CA governing body's (e.g. CableLabs or tComLabs) list of companies authorized to receive Root Certificates from the respective consortium or governing body initiative's root (e.g. DOCSIS or EuroDOCSIS). Authorization of Company to receive Device Manufacturing Root Certificates is not the responsibility of VeriSign and shall rest solely with the governing body of the initiative.
- 1.04** CONFIDENTIALITY. "Confidential Information" means any information marked "confidential" or such similar term, trade secret or other proprietary information disclosed by one party to the other under this Agreement, except information that: (i) is public knowledge at the time of disclosure, (ii) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (iii) is independently developed by the receiving party by persons without access to Confidential Information of the disclosing party. The receiving party shall: (i) not disclose the Confidential Information to any third party, (ii) not use the Confidential Information in any fashion except for purposes of performing this Agreement, and (iii) take steps consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of the Confidential Information. Each party acknowledges that breach of this Section 1.04 may cause irreparable harm to the disclosing party entitling the disclosing party to injunctive relief, among other remedies. Each party will notify and cooperate with the other party in enforcing the disclosing party's rights if such party becomes aware of a threatened or actual violation of the confidentiality requirements of this Section 1.04. Upon reasonable request by the disclosing party, the receiving party will provide copies of the confidentiality agreements entered into with its employees, agents or independent contractors.
- 1.05** VERISIGN'S SERVICES ARE PROVIDED "AS IS" AND VERISIGN MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THEIR USEFULNESS, FUNCTIONALITY, RESULTS, OR OPERABILITY. VERISIGN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- 1.06** LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 1.04, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL,

INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF THIS AGREEMENT, OR PRODUCTS OR SERVICES, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, OR INDEMNITY UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. EXCEPT FOR A BREACH OF SECTION 1.04, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S LIABILITY TO THE OTHER OR TO ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR SERVICES, EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON SUCH CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE.

**1.07** GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York, U.S.A. (irrespective of its choice of law principles).