

**DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT
(for Device Digital Certificates)
for devices built in compliance with
Time Warner Cable’s Specification**

This Digital Certificate Subscriber Agreement (“Agreement”), is made effective as of _____ (the “Effective Date”) by and between Kyrio, Inc., (“Kyrio™”) 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”). Both Kyrio and Subscriber may be referred to herein individually as “party or collectively as “parties.”

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:

Kyrio maintains and operates a Public Key Infrastructure (PKI) on behalf of Time Warner Cable Enterprises, Inc. (hereinafter “TWC”) for issuing Digital Certificates that may be embedded into TWC approved devices.

Kyrio, hereby grants to Subscriber authorization to obtain Digital Certificates for use in TWC approved devices in accordance with the terms and conditions of this Agreement.

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.

KYRIO, INC.	SUBSCRIBER NAME:
Signature:	Signature:
Name:	Name:
Title:	Title:

Agreement

1.0 Definitions

- 1.1. “Certificate Manager” means a service manager identified by Kyrio that manages certain aspects of the TWC PKI, such as, but not limited to, hosting the PKI root. In the event Kyrio 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 TWC’s ultimate, lawful, and reasonable determination, acceptable to receive and use a Digital Certificate in conformance to this Agreement, agreement(s) between Subscriber and TWC and the TWC certificate requirements.
- 1.3. “Digital Certificate” means a digital certificate issued from the TWC 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, Kyrio, as authorized agent of TWC, 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 reasonably 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 Kyrio managed PKI.
- 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, Kyrio 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, and shall hereby grant to Subscriber a sublicense to use such secure software and administrator token, for the term of this Agreement, in the territories where Subscriber has some facilities. Subscriber shall install and use the software and administrator token to submit requests for, and receive, Digital Certificates.
- 3.5. **No Other Rights.** Kyrio grants no rights in any trademark, trade name, service mark, business name or goodwill of Kyrio.

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 Kyrio sixty days written notice of such termination.
- 4.3. **Termination by Kyrio.** Kyrio 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 Kyrio or TWC 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 TWC and Subscriber.
- 4.4. **Termination for Insolvency.** Each Party may terminate this Agreement effective immediately upon written notice, should the other Party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (iv) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party's property or provide for the liquidation of such Party's property or business affairs.
- 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 Kyrio acting on behalf of TWC. 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 Kyrio, in advance for the services necessary to maintain Subscriber's account and access to the TWC PKI. (Please contact info@kyrio.com for fee information.) All payments to Kyrio 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 Kyrio 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. **Warranties.** KYRIO hereby warrants to Subscriber that:
 - (i) the Digital Certificates created in accordance with the terms of this Agreement are fit to the purpose expressed by Owner and agreed between the parties and Owner;

(ii) the Digital Certificates are fully compliant with Owner's specifications and other requirements (including without limitation, quality requirements), and are fully adapted to be used with Compliant devices.

(iii) the Digital Certificates shall be delivered on the agreed delivery date.

In the event KYRIO fails to comply with any of its obligations set forth in this section 6.2, KYRIO shall immediately correct any such failure, shall support any and all costs associated with such correction and/or failure and shall indemnify and hold Subscriber harmless from and against any cost, expense, loss or damages directly resulting from any such failure.

EXCEPT AS WARRANTIED ABOVE, THE DIGITAL CERTIFICATES, USE OF WHICH IS AUTHORIZED HEREUNDER, ARE PROVIDED "AS IS" AND KYRIO, CERTIFICATE MANAGER, AND OWNER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE(OTHER THAN AS TO CONFORMANCE TO TWC REQUIREMENTS), QUIET ENJOYMENT, ACCURACY, SECURITY, OR NON-INFRINGEMENT.

6.2 Subscriber Indemnification. Subscriber shall indemnify and hold harmless Kyrio for any claim arising from or related to Subscriber's non-Compliant use and implementation of the Digital Certificates, including, without limitation, Wrongful Use. Such indemnification obligations shall be subject to: (i) Kyrio notifying Subscriber, in writing of any such claim, without undue delay, and (ii) Subscriber having the sole control of the defense and all negotiations for any settlement or compromise of such claim, provided, however, that Kyrio, may participate in such defense using counsel of its own choice and at its sole expense.

6.3 Kyrio Indemnification. Kyrio shall indemnify and hold harmless the Subscriber, for any claim arising from or related to Kyrio performance of its obligations and/or compliance with the terms of this Agreement, including, without limitation, the warranties set forth in Sections 2, 3 and 6.2 above. Such indemnification obligations shall be subject to: (i) Subscriber notifying Kyrio, in writing of any such claim and (ii) Kyrio having the sole control of the defense and all negotiations for any settlement or compromise of such claim, provided, however, that Subscriber 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 OR KYRIO'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, IN THE AGGREGATE, THE HIGHER OF THE FOLLOWING AMOUNTS: (i) FEES TWC PAID FOR IN THE PRECEDING CALENDAR YEAR FOR SUBSCRIBER TO RECEIVE DIGITAL CERTIFICATES, OR (ii) 1 000 000 USD.

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.** Kyrio or its duly commonly 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, and during a period of two (2) years following such termination only, provided that any outstanding claim remains unsettled. In the event Kyrio needs to conduct an audit due to a discrepancy discovered in a prior audit, Kyrio may charge Subscriber for reasonable airfare, meals and lodging for such subsequent audit.
- 7.4. **Irreparable Harm.** Both parties acknowledges and agrees that due to the unique and sensitive nature of the request, issuance and use of the Digital Certificates authorized hereunder, including any private keys therein, there can be no adequate remedy at law for breach of the parties obligations hereunder, that such breach or unauthorized issuance or 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, the parties 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, 4.5, 7.2, 7.3, 7.5, 7.7 and 7.8 shall survive any termination of the Agreement.
- 7.7. **Assignment.** Neither party may assign this Agreement without the express, prior written approval of the other party.
- 7.8. **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.
- 7.8. **Governing Law; Forum.** This Agreement shall be construed in accordance with the law of the state 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.

**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*: (Full Legal Name)
Legal Headquarters Address*: (city, state or province, postal code, country)
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 Kyrio. 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 Kyrio.

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 Kyrio 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
TWC DEVICE CERTIFICATE NAMING APPLICATION

NAMING DOCUMENT FOR TWC DEVICE CERTIFICATES

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

Requester Information:

Organization Name:	
Date of Application:	Phone:
Requester Name:	Email:

Certificate Format:

To Be Completed by Subscriber		
Subject DN	c=	
	o=	
	ou=	Advanced Technology Group
	cn=	TWC-CPEDevice-<MAC Address (no colons, entered via the CRA)>

For Kyrio and CA Use Only				
Version	v3			
Serial number	Unique Positive Integer assigned by the CA			
Issuer DN	c=US o=Time Warner Cable, Inc. ou=Advanced Technology Group CA01 cn=Time Warner Cable, Inc. CPE Device Certification Authority			
notBefore	yymmdd000000Z (Key Ceremony Date)			
notAfter	yymmdd235959Z (20 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

Requester Name: _____