



This Standard License Agreement and Limited Warranty ("Agreement") applies to all ARRIS manufactured or otherwise ARRIS provided products ("Products") and the corresponding current and subsequently provided versions of software, if any, whether embedded in the Products or used in conjunction with the Products, ("Software"). The Software in conjunction with the Products is referred to in this Agreement as the ("System").

If you ("You" or "Purchaser") and ARRIS International, Inc. ("ARRIS") have entered into a separate written agreement, then, inconsistent terms between this Agreement and the separate agreement shall be governed by such separate agreement.

If You do not agree to be bound by this Agreement, please return the Products to the Party from whom You acquired the Products. Use of the Products shall constitute acceptance of the terms hereof.

1. LICENSE TERMS

Subject to the terms herein, ARRIS grants You a royalty-free, non-exclusive, non-transferable, non-sublicensable license to use the Software with the Products, in binary object code form only. You may use third party software products or modules supplied by ARRIS solely with the System, unless the licensing terms of the third party software specify otherwise. You may not disclose the results of Software performance benchmarks to any third party without ARRIS' prior written consent. All rights not specifically granted to You herein are retained by ARRIS.

2. RESTRICTIONS

You and/or any third party agree not to (i) make any copies of the Software, (ii) modify, decompile, disassemble, separate, reverse engineer or otherwise attempt to derive any source code from the Software; (iii) transfer the Software to any third party without ARRIS' written consent; (iv) export the Software or any of its underlying technology in contravention of U.S. and foreign export laws and regulations, or (v) if Products are included, use the Software other than in connection with the System.

3. USE

The right to use the Software, or any individual feature thereof, may be restricted by a measure of usage. An expansion beyond a commercially reasonable usage level may require payment of an additional fee to ARRIS.

4. SOFTWARE DEVELOPED AT PRIVATE EXPENSE

The Software provided under this Agreement is commercial computer software developed exclusively at private expense, and in all respects are proprietary data belonging solely to ARRIS and/or its licensors.

5. LIMITATIONS ON LIABILITY

NEITHER ARRIS NOR ITS LICENSORS SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER YOU, ANY OTHER SOFTWARE USER, OR ANY THIRD PARTY SUFFERED SUCH DAMAGES, EVEN IF ARRIS AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ARRIS' TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY PURCHASER TO ARRIS FOR THE SOFTWARE AND/OR SYSTEM.

6. TERM & TERMINATION

This Agreement takes effect upon Your acceptance of the terms hereof or Your first use of the Software and will remain in force until terminated in accordance hereunder. ARRIS may terminate this Agreement upon fifteen (15) days prior written notice upon Your material breach of this Agreement if such breach is not cured within such fifteen (15) day period. Notwithstanding the foregoing, this Agreement shall terminate immediately upon Your breach of any of the provisions of Section 2 above.

7. OWNERSHIP

Title, ownership rights, and all intellectual property rights in and to the Software and/or System and any accompanying materials or documentation, and any copy of the foregoing, shall remain the sole and exclusive property of ARRIS and/or its licensors. You agree to abide by copyright laws and all other applicable laws, and acknowledge that the Software con-

STANDARD LICENSE AGREEMENT AND LIMITED WARRANTY

tains valuable confidential information and trade secrets of ARRIS and/or its licensors.

8. YOUR INDEMNIFICATION TO ARRIS

You agree to defend, indemnify and hold ARRIS harmless from and against any costs, losses, liabilities and expenses (including attorney's fees) arising out of or relating to third party claims arising out of or related to Your use of the Software and/or System in contravention to the terms of this Agreement, including without limitation, any and all claims, actions, suits, or proceedings alleging fraud, breach of security, non-compliance with laws, breach of contract or negligence.

9. PATENT INDEMNIFICATION

9.1 ARRIS will indemnify, defend and hold You harmless against damages, liabilities and costs, excluding consequential and exemplary damages finally awarded against You and will, at ARRIS' expense, defend any claim, suit or proceeding ("Claim") brought against You insofar as such Claim is based on an allegation that the Products as provided to You directly infringe a United States patent or copyright. ARRIS will pay those costs and damages, including settlement costs awarded or agreed-upon, as applicable, as the result of the Claim, provided (i) You promptly notify ARRIS of the Claim (ii) You give ARRIS all applicable evidence in Your possession, custody or control, (iii) You give ARRIS reasonable assistance in and sole control of the defense and all negotiations for its settlement or compromise, and (iv) You have paid all fees due to ARRIS under this Agreement and continue to pay all such fees as such become due.

9.2 In the event of an infringement allegation for which ARRIS is obligated to indemnify You, ARRIS may at its discretion: (i) obtain a license that allows You to continue to use the accused Products, (ii) replace or modify the accused Products with changes that reasonably meet the ARRIS specification, so as to be non-infringing, or (iii) if (i) and (ii) are not commercially reasonable, repurchase ARRIS' provided Products at its depreciated value based on a three-year amortization rate. If ARRIS provides any one of the options set forth in clauses (i) through (iii) above, ARRIS' indemnity obligation under this Agreement shall be entirely fulfilled. ARRIS liability for patent infringement indemnification in this section shall not exceed the amount You paid for the Products finally found to infringe a valid US patent.

10. LIMITED WARRANTY

IF YOU ACQUIRED THE PRODUCTS FROM ANYONE OTHER THAN ARRIS YOU DO NOT RECEIVE ANY OF THE WARRANTIES DIRECTLY FROM ARRIS. YOUR EXCLUSIVE WARRANTY, IF ANY, COMES FROM THE PARTY FROM WHOM YOU ACQUIRED THE PRODUCTS: IN WHICH CASE THE REMAINDER OF THIS DOCUMENT, EXCEPT FOR THE ARRIS TOUCHSTONE PRODUCTS SAFETY INFORMATION, DOES NOT APPLY TO YOU.

11. SOFTWARE WARRANTY

ARRIS warrants to the original purchaser that for ninety (90) days from the ship date of the original ARRIS branded Software (the "Software Warranty Period"), the Software will perform in substantial conformance with the technical specifications for such Software set forth in the Documentation. Your sole and exclusive remedy, and ARRIS' sole and exclusive liability under this Section 11 (Software Warranty) shall be, at ARRIS' option: (i) to use commercially reasonable efforts to correct any reproducible errors that You identify in writing during the Software Warranty Period which renders the Software non-conforming, (ii) to replace the Software with functionally equivalent software or (iii) to accept Your return of the Software, if applicable. ARRIS does not warrant that the Software will work in combination with any hardware or application software products provided by third parties not supplied or approved by ARRIS, that the operation of the Software will be uninterrupted or error free, or that all defects in the Software can be corrected. ARRIS shall not have any obligation or liability with respect to this Section 11 for any errors or any defects in the Software upon expiration of the Software Warranty Period.

12. HARDWARE WARRANTY

12.1 ARRIS warrants to the original Purchaser of the hardware that under normal use and service, for twelve (12) months from the ship date (the "Hardware Warranty Period") of the Hardware, it will be free from defects in material and workmanship. Your sole and exclusive remedy and ARRIS'



sole and exclusive liability under this Section 12 shall be, at ARRIS' option: (i) to use commercially reasonable efforts to correct any reproducible Hardware errors that You identify in writing during the Hardware Warranty Period which renders the Hardware non-conforming, (ii) to replace the Hardware or (iii) accept return of the Hardware from Purchaser. ARRIS shall not be responsible for any of Your or third party software, firmware, information or memory data contained in, stored on, or integrated with any Hardware Products returned to ARRIS pursuant to any Warranty provided under this Agreement.

12.2 ARRIS does not warrant (1) physical damage to the surface of the products, including cracks or scratches on the casing; (2) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to open, repair or modify the products, or any other cause beyond the range of the intended use; (3) damage caused by accident, fire, power changes, other hazards, or acts of God.

12.3 Battery Pack. If Your product has a battery pack, ARRIS warrants that the battery pack will be free from defects in workmanship and materials, under normal use, for twelve (12) months from its ship date.

13. WARRANTY CLAIMS

To make a return under the Warranty above, You must contact the ARRIS Repair Services center within the applicable warranty period, in writing, by sending an email to support@arrisi.com to obtain an ARRIS Return Material Authorization number (RMA). The authorized RMA number You receive from ARRIS must be marked on the outside package and sent prepaid and packaged appropriately for safe shipment. ARRIS will use commercially reasonable efforts to ship any repaired or replaced Product to You, at ARRIS' expense, not later than thirty (30) days after ARRIS receives the defective Product. ARRIS warrants the repaired or replaced Hardware or Software for the longer of the remainder of the unexpired applicable Warranty Period or 90 days. Notwithstanding the above, if any return is due to errors or defects for which ARRIS is not responsible or not otherwise covered by the Warranty, You shall be liable for and reimburse ARRIS for shipping and related expenses.

14. DISCLAIMER OF WARRANTY

EXCEPT AS AGREED TO IN A SEPARATE WRITING BETWEEN THE PARTIES, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND/OR SYSTEM DELIVERED TO YOU HEREUNDER, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF USAGE OR TRADE. THIS WARRANTY IS APPLICABLE SOLELY TO YOU AND NOT TO ANY SUCCESSOR IN INTEREST OR ANY OTHER THIRD PARTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THIS WARRANTY SHALL BE BINDING AGAINST ARRIS UNLESS IN WRITING AS A SEPARATE AMENDMENT HERETO AND SIGNED BY AN ARRIS AUTHORIZED EXECUTIVE.

15. WARRANTY LIMITATIONS

ARRIS shall be relieved of all obligations and liability under the Warranty provisions set forth herein, if:

- The Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by ARRIS; or
- The Hardware or Software was not installed, operated and maintained in accordance with ARRIS' instructions and Documentation; or
- The Hardware or Software has been repaired, altered or modified by someone other than ARRIS; or
- You do not notify ARRIS in writing of the error or defect within the applicable Warranty Period with sufficient information for ARRIS to identify and reproduce such error or defect, or fail to return the defective Hardware or Software according to the terms of this Agreement; or
- ARRIS demonstrates that the alleged error or defect in the Software or Hardware does not exist or was caused by Your or any third party's misuse, neglect, improper installation or testing, or negligent repair or any other

STANDARD LICENSE AGREEMENT AND LIMITED WARRANTY

cause beyond the range of the intended use, or by accident, fire, lightning or other hazard or act of God.

16. MISCELLANEOUS

16.1 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions and provisions will continue to be valid and enforceable to the fullest extent permitted by law.

16.2 You may not assign or transfer this Agreement nor any rights hereunder, in whole or in part, whether voluntary or by operation of law without ARRIS' prior written consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

16.3 This Agreement (including any addenda hereto signed by both parties) represents the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

16.4 This Agreement may not be amended, except in writing, signed by both parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that You may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of ARRIS to object to such terms, provisions or conditions.

16.5 The laws of the State of Georgia, USA shall govern and construe this Agreement. Any suit brought in connection with this Agreement shall be subject to the exclusive jurisdiction of the State Court of Georgia or the Federal Courts for the Northern District of Georgia and You hereby agree and submit to the personal jurisdiction and venue thereof.

17. SAFETY INFORMATION FOR ARRIS TOUCHSTONE PRODUCTS

ARRIS telephony modems and cable modems comply with the applicable requirements for performance, construction, labeling, and information when used as outlined in this Section 17:

17.1 Caution: Only a professional installer may connect the telephony modem to the home's existing telephone wiring. Physical connections to the previous telephone provider must be removed and the wiring must be checked; there must not be any voltages. Cancellation of telephone service is not sufficient to ensure there is no power to the telephony modem. Failure to do so may result in loss of service and/or permanent damage to the telephony modem.

17.2 Do not use the product near water (e.g., wet basement, bathtub, sink or near a swimming pool), to avoid risk of electrocution.

17.3 Avoid using and/or connecting the equipment during an electrical storm, to avoid risk of electrocution.

17.4 Do not locate the product within 6 feet (2 m) of a flame or ignition source, to avoid damage or injury from battery explosion, or heat damage.

17.5 Use only the power supply and/or power cord included with the Product. Install the Product near and easily accessible to the power outlet. Ground the RF drop cable's shield at the building/residence either close to the point of entrance or at the point of attachment. Grounding as close as practical to the building/residence AC ground is required to minimize grounding connector length and thereby limit the potential voltage differences between the cable TV coaxial cable and other grounding system. Refer to the individual country's National Electric Code for further details.

17.6 In areas of high AC power surge events or poor AC power grounding situations and areas prone to lightning strikes additional AC power surge protection may be required on the AC, RF, Ethernet, USB and phone lines.

17.7 If connecting the telephony modem or cable modem to a local computer through the Ethernet or USB cable the computer must be properly grounded to the building/residence AC ground network. All plug-in cards within the computer must be properly installed and grounded to the computer frame per the manufacturer's specifications.