



Harmonic® NSG 9000 Firmware License

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Thank you.
Harmonic

End-User License Agreement

IMPORTANT-READ CAREFULLY: By using the installed firmware/software or opening the sealed firmware/software packet(s) you agree to be bound by the terms of this End-User License Agreement. If you do not agree to the terms of this agreement, promptly return this package to the place from which you obtained it.

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- EXPORT RESTRICTIONS.** You agree to comply with all laws and regulations that apply to the FIRMWARE required by U.S. or other governments, including but not limited to, U.S. Export Administration Regulations and end-use restrictions in the country of destination.
- GOVERNING LAW.** This Agreement is governed by the laws of the State of California.

LIMITATION OF LIABILITY. HARMONIC’S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEE PAID BY LICENSEE FOR THE FIRMWARE. IN NO EVENT WILL HARMONIC OR ITS LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PRODUCTS, ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE DAMAGES, OR DAMAGES UNDER ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT HARMONIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The limitations of this section shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

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- TargetTCP™ – Embedded TCP/IP Protocol Stack, including IGMPv3, Blunk Microsystems, LLC. All rights reserved.
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- DDR SDRAM High-Performance Controller MegaCore®, Altera Corporation
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- DTI Client Implementation, Symmetricom, Inc.
- Cisco® Wideband solution, Cisco Systems® Inc.
- MediaCipher® Transport Encryption technology from Motorola, Inc.
- Embedded Linux® licensed from Timesys™ Corporation. All rights reserved.

ADDITIONAL SPECIFIC RESTRICTIONS

NSG 9000 QAM-RF Card license. The NSG 9000 QAM-RF Card license is comprised of 4 QAM channels which can be enabled for the NSG 9000 chassis to which this QAM-RF Card is applied. You are authorized to use this license for the number of QAM-RF Cards (between one and nine) that you have purchased. This license includes basic support for QAM RF which can be used for VOD-narrowcast functionality in NSG or basis for broadcast in bNSG application.

NSG 9000 Basic QAM license. The NSG 9000 Basic QAM license may be enabled for NSG 9000 chassis of all types, running NSG or bNSG firmware. This license entitles you to operate a single QAM-RF channel for basic QAM functionality, for narrowcast or broadcast pass-through applications. This license serves as basis for various application-specific licenses, which entitle you to operate premium functionality on the NSG 9000 chassis.

NSG 9000 Narrowcast Scrambling QAM license. The NSG 9000 Broadcast Scrambling QAM license is conditioned upon you having entered into an ETSI scrambler sublicense agreement. This license may not be used on any other device other than that for which this license specifies, and shall not be used to exceed the total number of Narrowcast Scrambling QAMs purchased as identified in your Sales Order. For each NSG 9000 device, you shall not exceed the number of services for DVB scrambling, single-program transport streams, or multiple-program transport streams (either scrambled or not scrambled) for each product, and shall only be used in clear mode or scrambling mode as identified in your Sales Order. This End-User License Agreement does NOT grant you any additional rights such as those required to use the MPEG-4 AVC Standard or the MPEG-4 AAC Audio Standard or the ETSI/DVB scrambler standard.

NSG 9000 Broadcast Scrambling QAM license. The NSG 9000 Broadcast Scrambling QAM license is conditioned upon you having entered into an ETSI scrambler sublicense agreement. This license may not be used on any other device other than that for which this license specifies, and shall not be used to exceed the total number of Broadcast Scrambling QAMs purchased as identified in your Sales Order. For each NSG 9000 device, you shall not exceed the number of services for DVB scrambling, single-program transport streams, or multiple-program transport streams (either scrambled or not scrambled) for each product, and shall only be used in clear mode or scrambling mode as identified in your Sales Order. This End-User License Agreement does NOT grant you any additional rights such as those required to use the MPEG-4 AVC Standard or the MPEG-4 AAC Audio Standard or the ETSI/DVB scrambler standard.

NSG 9000 Motorola Privacy Mode QAM license. The NSG 9000 Motorola Privacy Mode QAM license permits you to use the NSG 9000 Motorola Privacy Mode QAM output for the Narrowcast Services Gateway™ NSG 9000 that you purchased from Harmonic provided that you have entered into a Motorola Video on Demand (“VOD”) privacy and encryption license agreement. This license is conditioned upon you being a duly licensed operator of a cable television system, satellite master antenna system, and/or a multiple multipoint distribution system in the United States and you have entered into a VOD privacy and encryption license agreement with Motorola. You may use the FIRMWARE solely in the United States for VOD edgeQAM applications.

NSG 9000 Backup (“BKP”) license. This license permits you to use the NSG 9000 firmware backup license that you purchased from Harmonic solely as a backup license in the event that the original license is unusable.

NSG 9000 Platform license. This license for the Narrowcast Services Gateway™ (NSG) 9000 Platform device permits you to use it in accordance to the Harmonic associated documentation and for the specific main board only. This license is non-transferable and may not be used on any other device other than that for which this license specifies. Alternatively, in the event that the platform has been sold as a backup platform, then you are permitted to use this platform solely as a backup platform to perform other licensed functionality only in the event that the original platform is unusable. Further, you shall not have the right to re-purpose this platform for any other application that performs active functionality. In the event that your platform license is granted for use as a backup NSG in a Harmonic EdgeCluster™ solution, then you may only use it with a paired NSG in a one(active)-to-one(backup) EdgeCluster solution.

NSG 9000 Broadcast Remux (BMUX) License: This license entitles you to perform the functionality of “Broadcast remultiplexing” on a single QAM channel, on an NSG 9000 device configured for either NSG (Narrowcast) or bNSG (Broadcast) applications. This license may be used only on QAM channels that are already licensed for basic QAM operation, using the QAM or QAM_BKP licenses.

The Broadcast Remux license is required for any QAM channel that meets the below criteria:

- Enabled, and actively streaming traffic
- Configured to carry Broadcast video content
- Configured to generate PAT and/or PMT tables