

Confidentiality Agreement

In consideration of being given access to certain Confidential Information, as hereinafter defined, developed and acquired by Excentis and relating to the development of a set of Euro-DOCSIS specifications (hereinafter referred to as "the Project") the undersigned (hereinafter called "the Recipient") agrees as follows:

1. For the purpose of this Agreement, "Confidential Information" shall mean any information and data of a confidential nature including but not limited to, proprietary, technical developmental, manufacturing, design, marketing, know-how, business and process information, computer programming techniques and all record-bearing media containing or disclosing such information and techniques which are disclosed orally, in writing or in any form whatsoever by Discloser pursuant to this Agreement. "Confidential Information" shall also include draft documents residing in the vendor-only partition of the web site www.excentis.com.
2. Recipient agrees to receive the Confidential Information for the sole purpose of using the Confidential Information in connection with the Project.
3. All Confidential Information delivered pursuant to this Agreement:
 - (a) Shall be protected and kept secret and shall be treated by the Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient's own information of like importance which is to be kept secret. Recipient shall be liable for disclosure of Confidential Information of the Discloser only if such care is not used. The burden shall be upon the Recipient to show that such care was used;
 - (b) Shall only be disclosed to the employees, affiliates, agents and representatives having a reasonable need to know said Confidential Information for the purpose of participating in the Project. The Recipient shall instruct these employees, affiliates, agents and representatives to hold in confidence said Confidential Information prior to the disclosure of the Confidential Information.
 - (c) Shall not be used by the Recipient for any other purposes than the purpose expressly stated in this Agreement, unless with prior written consent of the Discloser.
4. The obligations of paragraph 3 shall not apply, however, to any information disclosed by the Discloser which:
 - (a) Is already known in the public domain prior to the disclosure or becomes available to the public through no breach of this Agreement by the Recipient;

- (b) Is already known or in the possession by the Recipient prior to the receipt from the Discloser as proven by its written records and at a time when Recipient was under no obligation to the Discloser.
- (c) Is received by the Recipient from a third party free to disclose such information to the Recipient;
- (d) Is subsequently independently developed by or on behalf of the Recipient without any use of the Confidential Information of the Discloser as proven by its written records;
- (e) Is at any time furnished to a third party by the Discloser without restrictions on the third party's rights to disclose;
- (f) Is disclosed or used by the Recipient in any manner after the fifth anniversary of the date indicated in article 6;
- (g) Is disclosed with the prior written authorisation of the Discloser;

Confidential Information shall not be deemed to be in the public domain merely because any part of said Information is embodied in general disclosures or because individual features, components or combinations thereof are now, or become, known to the public.

Recipient shall have the burden of proving the applicability of any of the exceptions stated above that the Recipient claims may apply.

6. Recipient's obligations hereunder with respect to each item of Confidential Information shall terminate 5 years from the date of receipt thereof by the Recipient.
7. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement, other than the right to use the Confidential Information for the purpose expressly stated in this Agreement.
8. Discloser warrants and represents that Discloser possesses all necessary powers, rights and authority to lawfully make the disclosure subject to this Agreement. No other warranties are made by Discloser under this Agreement.
9. Any information exchanged under this Agreement is provided "as is", whereby no representation is made as to the accuracy and/or completeness of the information provided hereunder. Recipient is urged to make its own evaluation of the information provided. By receipt of the information, Recipient agrees that the Discloser is not liable for any misstatement or omission of fact or for any opinion expressed and the Recipient releases and fully indemnifies the Discloser from any

liability in connection with loss or damages suffered by Recipient resulting from Recipient's use of the information provided.

10. The Belgian legislation will be solely applicable to the interpretation and execution of this Agreement. All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within 45 days after giving notice to the defaulting Party, then the Parties agree to submit such dispute to the courts of Gent, Belgium, which are deemed to be the only competent court.

Received, acknowledged and accepted by:

Recipient:

Organisation Name:

Address:

Fax:

E-mail:

Name of signing person:

Title:

Date:

FAX SIGNED TO: Excentis n.v., +32 9 329 31 74