



User Agreement For Use Of Extreme Broadband Engineering® Training Center Website

IMPORTANT—READ CAREFULLY: These Terms and Conditions are a legal contract between you (either an individual or a single business entity) and Extreme Broadband Engineering, LLC (“EBE”) for the use of EBE’s Website for training associated with cable TV broadband installations, and product installations, which includes computer software and, as applicable, associated media, printed materials, screen displays, video modules, and "online" or electronic documentation (collectively, the "Service").

BY CLICKING THE ACCEPTED ICON BELOW, OR BY REGISTERING FOR USE OF THE SERVICE, OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, DO NOT INSTALL OR USE THIS APPLICATION OR THE SERVICES AND EXIT NOW.

Access to and use of this site and its contents are permitted only by users of EBE products. Any other access to or use of this site or its contents is unauthorized.

Please understand that all information submitted on the site might potentially be publicly accessible. Important and private information should be protected by you. We are not liable for protection of privacy of electronic mail or other information transferred through the internet or any other network provider that you may use.

Our network resources may not be used to impersonate another person or misrepresent authorization to act on behalf of others or us. All messages transmitted through the site should correctly identify the sender; you may not alter the attribution of origin in electronic mail messages or posting.

We maintain and control ownership of all IP numbers and addresses that may be assigned to you. We reserve, in our sole discretion, the right to change or remove any and all IP numbers and addresses.

By registering, you certify that the information you provide on the registration form is accurate and pertains only to you. You are responsible for maintaining the confidentiality of the password you are assigned. Your password may not be shared with any other person. Registered users can enter this Website at anytime by providing their user ID and password. To register, please see the attached registration form.

We reserve the right to deactivate or suspend use of services for any reason.

No user of the site may (1) take any action that imposes an unreasonable load on the site's infrastructure, (2) use any device, software or routine to interfere or attempt to interfere

with the proper working of the site or any activity being conducted on the site, (3) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the site, (4) delete or alter any material posted by any other person or entity, or (5) frame or link to any of the materials or information available from the site.

Information and materials posted by EBE are provided for general reference only and are not warranted to be free of errors, other deficiencies or potential interruptions. In addition, the site may be used by others to post other information and materials, including changes or additions; EBE gives no assurance whatsoever regarding such information or materials. Information and materials posted by others is considered non-confidential. In no event should the availability of such information and materials be construed as an indication they have been validated by EBE or represent the views of EBE, EBE does not monitor all submissions to the site, but reserves the right to do so and to remove or edit anything that is in violation of these terms of use or other policies of EBE.

If you submit any information to our site, you agree not to (1) post or transmit anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) post or transmit pyramid schemes or chain letters or conduct gambling, (3) post or transmit anything that violates the copyright or intellectual property rights of any person or entity, (4) post or transmit a virus or any other harmful component, or (5) contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication.

When retrieving information from our site, you are prohibited from (1) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (2) aggregating, copying or duplicating any of the materials or information available from the site except for the small amount of materials and information temporarily required for an ordinary single use of the site, or (3) accessing data not intended for your use.

You shall not have the right to sell, license, market, or lease the Website content to any party whatsoever without the prior written consent of EBE. You shall not have the right to distribute the Website content in any manner to any third party or unauthorized user.

You hereby acknowledge that, as between EBE and you or any party acting through you, all title to and ownership of the Website and its content remains vested in EBE and nothing in these Terms and Conditions serves to transfer such ownership or title to you or any party acting through you. All copies and representations of content from the Website, including merged or modified portions, shall as between you and EBE remain EBE's exclusive property, shall continue to be subject to these Terms and Conditions, and shall contain all EBE copyright, trademark, and other proprietary notices.

All materials displayed on the Website (including, but not limited to articles, reports, photographs, images, illustrations, audio modules and video modules, each also known as the "Content") are protected by copyright, and/or patent rights, and are owned or controlled by EBE. You agree to abide by all copyright notices, information, trademark notices, or restrictions contained in any Content accessed through the Website. You acknowledge that you have no claim of ownership or other right to any Content by reason of its access, use, or otherwise. The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws.

Copying or storing of any Content for other than your legitimate end-use is expressly prohibited without the prior written permission of EBE. IN NO EVENT SHALL YOU ALTER OR DELETE ANY AUTHOR ATTRIBUTION OR COPYRIGHT NOTICE.

Should you decide to submit, enter or transmit through use of the Service information or materials of any kind, you are responsible for ensuring that you may do so by receiving the prior written authorization of EBE, and that such information and materials may be accessed, used, copied, distributed and adapted by other users of the Service (including EBE or its host providers) without liability or restriction. You are responsible for making sure all information and materials that you originate or require are properly backed up so you have ready access thereto in the event of loss, corruption or interruption.

You are authorized to access, use and copy information and materials available through the Service only for purposes of the above-identified training. The information and materials, including pages and content, may not be copied, distributed, modified, published, or transmitted in any other manner, including for use for creative work or to sell or promote other products. Violation of this policy may result in infringement of intellectual property (patent, trademark, and copyright rights) and contractual rights of EBE or third parties which is prohibited by law and could result in substantial civil and criminal penalties. EBE's brand marks and other identified marks are trademarks of EBE and others, and may not be used without our written permission.

USE OF THIS SITE IS PROVIDED "AS IS, WHERE IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EBE BE LIABLE FOR DAMAGES TO YOU *OR YOUR* CUSTOMERS OR CLIENTS FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED HEREUNDER FOR DAMAGES OF ANY KIND. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY OR ERROR SHALL BE TO REQUEST THAT EBE CORRECT THE MATTER OR, IF EBE FAILS TO DO SO, TO DISCONTINUE USE OF THE SERVICE AT YOUR OPTION.

You agree to accept sole responsibility for any use of internet facilities conducted or permitted by you or your customers or clients; the conduct of any business, advertising, marketing or sales in connection therewith; and any negligent or illegal act or omission of you or your agents, contractors, servants, employees, or other users or accessees.

These terms shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey excluding its laws relating to conflicts of laws.

ACCEPTED



User Agreement For Use Of Extreme Broadband Engineering® eLearning Module

IMPORTANT—READ CAREFULLY: These Terms and Conditions are a legal contract between you (either an individual or a single business entity) and Extreme Broadband Engineering, LLC (“EBE”) for the use of this EBE eLearning Module entitled _____ for use and installation training for the associated product.

BY CLICKING THE ACCEPTED ICON BELOW, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, DO NOT INSTALL OR USE THIS ELEARING MODULE AND EXIT NOW.

This eLearning Module is provided by EBE for general reference only and is not warranted to be free of errors, other deficiencies or potential interruptions.

You are prohibited from (1) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, in using the subject eLearning Module, and from (2) copying, or duplicating the subject eLearning Module.

You shall not have the right to sell, license, market, or lease the eLearning Module content to any party whatsoever without the prior written consent of EBE. You shall not have the right to distribute the eLearning Module in any manner to any third party or unauthorized user.

You hereby acknowledge that, as between EBE and you or any party acting through you, all title to and ownership of the eLearning Module and its content remains vested in EBE and nothing in these Terms and Conditions serves to transfer such ownership or title to you or any party acting through you. You shall retain all EBE copyright, trademark, and other proprietary notices included in the eLearning Module.

All materials displayed on the eLearning Module (including, but not limited to articles, reports, photographs, images, illustrations, audio modules and video modules, each also known as the "Content") are protected by copyright, and/or patent rights, and are owned or controlled by EBE. You agree to abide by all copyright notices, information, trademark notices, or restrictions contained in any Content of the eLearning Module. You acknowledge that you have no claim of ownership or other right to any Content by reason of its access, use, or otherwise. The eLearning Module is protected by copyright pursuant to U.S. copyright laws, international conventions, and other copyright laws. Copying or storing of any Content for other than your legitimate end-use is expressly prohibited without the prior written permission of EBE. IN NO EVENT SHALL YOU ALTER OR DELETE ANY AUTHOR CONTRIBUTION OR COPYRIGHT NOTICE.

You are authorized to access, use and copy information and materials available from the

eLearning Module only for purposes of the above-identified training. The information and materials, including pages and Content, may not be copied, distributed, modified, published, or transmitted in any other manner, including for use for creative works or to sell or promote other products. Violation of this policy may result in infringement of intellectual property (patent, trademark, and copyright rights) and contractual rights of EBE or third parties which is prohibited by law and could result in substantial civil and criminal penalties. EBE's brand marks and other identified marks are trademarks of EBE and others, and may not be used without written permission of EBE.

USE OF THIS ELEARING MODULE IS PROVIDED "AS IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EBE BE LIABLE FOR DAMAGES TO YOU OR YOUR CUSTOMERS OR CLIENTS FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED HEREUNDER FOR DAMAGES OF ANY KIND. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY OR ERROR SHALL BE TO REQUEST THAT EBE CORRECT THE MATTER OR, IF EBE FAILS TO DO SO, TO DISCONTINUE USE OF THE ELEARING AT YOUR OPTION.

You agree to accept sole responsibility for any use of internet facilities conducted or permitted by you or your customers or clients; the conduct of any business, advertising, marketing or sales in connection therewith; and any negligent or illegal act or omission of you or your agents, contractors, servants, employees, or other users or accesssees.

These terms shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey excluding its laws relating to conflicts of laws.

ACCEPTED

042910/12125051.elearning