

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

September 26, 2016

Date of Report (Date of earliest event reported)

HARMONIC INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-25826
Commission
File Number

77-0201147
(I.R.S. Employer
Identification Number)

**4300 North First Street
San Jose, CA 95134
(408) 542-2500**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement.

On September 26, 2016 (the “**Issue Date**”), Harmonic Inc. (“**Harmonic**” or the “**Company**”) granted a Warrant to Purchase Shares of Common Stock of the Company (the “**Warrant**”) to Comcast Corporation (“**Comcast**”) pursuant to which Comcast may purchase up to 7,816,162 shares (the “**Shares**”) of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”), subject to adjustment in accordance with the terms of the Warrant, for a per Share exercise price of \$4.76, which was the weighted-average trading price of the Company’s Common Stock for the 10 trading days prior to the Issue Date.

Comcast’s right to exercise the Warrant is subject to certain vesting triggers relating to the execution of the Warrant, certain pricing elections by Comcast, the successful completion of field trials of certain of the Company’s products, and certain payments by Comcast for the Company’s products and services.

Specifically, up to 3,908,081 of the Shares purchasable under the Warrant shall vest and become exercisable in accordance with the following vesting triggers (collectively, the “**Primary Vesting Triggers**”):

- 781,617 Shares were fully vested and exercisable as of the Issue Date;
- 781,617 Shares shall vest and become exercisable upon the date (the “**Election Date**”) that Comcast Cable Communications Management, LLC, a Delaware limited liability company and affiliate of Comcast (“**CCCM**”) elects enterprise pricing for the Harmonic CableOS Software (as defined in the Warrant) which requires certain total payments (collectively, the “**Enterprise License Fees**”) to be made by CCCM and its Affiliates (as defined in the Warrant) (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to Harmonic and its Affiliates;
- 1,172,425 Shares shall vest and become exercisable upon the completion and the acceptance of all Harmonic product field trial deliverables by CCCM pursuant to mutually agreed upon criteria and procedures (the “**Acceptance and Completion of Field Trials**”);
- 781,617 Shares shall vest and become exercisable upon the 30th day following the end of the calendar quarter in which the payment by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to Harmonic and its Affiliates of a certain portion of the Enterprise License Fees for the First Purchase Vesting Period as set forth in the Warrant (the “**Primary Vesting First Purchase Vesting Period Amount**”); and
- 390,808 Shares shall vest and become exercisable upon the 30th day following the end of the calendar quarter in which the payment by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to Harmonic and its Affiliates of a certain portion of the Enterprise License Fees for the Second Purchase Vesting Period as set forth in the Warrant.

Any Shares subject to the Primary Vesting Triggers that remain unvested will automatically vest in full immediately prior to the consummation of a Change of Control (as defined in the Warrant) of the Company, subject to the terms of the Warrant.

Additionally, up to the remaining 3,908,081 Shares purchasable under the Warrant shall vest and become exercisable in accordance with the following vesting triggers (collectively, the “**Secondary Vesting Triggers**”), but in no event shall the Shares which vest and become exercisable pursuant to the Secondary Vesting Triggers exceed 3,908,081:

- 1,954,041 Shares shall vest and become exercisable upon the Election Date if the Election Date occurs prior to the later of (i) a mutually agreed upon date, or (ii) a certain period following the Acceptance and Completion of Field Trials;
 - 781,617 Shares shall vest and become exercisable upon the 30th day following the end of the calendar quarter, if any, in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) make certain aggregate, post-Issue Date payments to Harmonic and its Affiliates for Initial CableOS Hardware (as defined in the Warrant) prior to the later of (i) a mutually agreed upon date, (ii) a certain period following the Acceptance and Completion of Field Trials, or (iii) a certain period following acceptance of the Initial CableOS Hardware by CCCM in accordance with mutually agreed upon criteria and procedures;
 - 390,808 Shares shall vest and become exercisable upon the 30th day following the end of the calendar quarter, if any, in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) makes certain aggregate payments to Harmonic and its Affiliates of the Enterprise License Fee for the First Purchase Vesting Period (in one or more transactions) in excess of the Primary Vesting First Purchase Vesting Period Amount (the “**Secondary Vesting Enterprise License Amount**”), and an additional 390,808 Shares shall vest and become exercisable upon the 30th day following the end of each calendar quarter, if any, in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) makes successive
-

aggregate payments equal to or greater than the Secondary Vesting Enterprise License Amount to Harmonic and its Affiliates (in one or more transactions); and

- 781,617 Shares upon the 30th day following the end of the calendar month, if any, in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) makes certain aggregate payments to Harmonic for all products and services, excluding Enterprise License Fees (in one or more transactions) (the “**Secondary Vesting Non-Enterprise License Amount**”), as long as the date on which such payment threshold is reached occurs prior to a mutually agreed upon date, and an additional 781,617 Shares shall vest and become exercisable upon the 30th day following the end of each calendar month, if any, in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) makes successive aggregate payments equal to or greater than the Secondary Vesting Non-Enterprise License Amount to Harmonic (in one or more transactions).

The Warrant provides for certain adjustments that may be made to the number of Shares issuable upon exercise of the Warrant and the number of Shares which vest and become exercisable pursuant to the Primary Vesting Triggers and Secondary Vesting Triggers upon the occurrence of certain corporate events, such as a merger or reorganization, a stock split or the declaration of certain types of dividends. The Warrant provides for net Share settlement that, if elected by Comcast, will reduce the number of Shares issued upon exercise to reflect net settlement of the exercise price. Additionally, the Warrant will expire on September 26, 2023 or the prior consummation of a Change of Control of the Company, and any Shares which are vested and exercisable under the Warrant which have not been exercised by Comcast as of such expiration will be deemed automatically exercised pursuant to the net Share settlement terms set forth in the Warrant.

The Company also entered into a Registration Rights Agreement with Comcast dated as of September 26, 2016 (the “**Registration Rights Agreement**”), pursuant to which the Company has provided Comcast with certain demand and S-3 registration rights such that Comcast may, from time to time on or after the date on which Comcast has the right to purchase any Shares pursuant to the exercise, in whole or in part, of the Warrant, request that the Company file a registration statement to register the Shares under the Securities Act of 1933, as amended (the “**Securities Act**”), subject to the terms and conditions contained in the Registration Rights Agreement.

The foregoing descriptions of the terms and conditions of the Warrant and the Registration Rights Agreement are only summaries and are qualified in their entirety by the full text of the Warrant and the Registration Rights Agreement, copies of which are filed as Exhibits 4.1 and 10.1, respectively, to this Current Report on Form 8-K and incorporated by reference in this Item 1.01 and Item 3.02.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 regarding the issuance of the Shares pursuant to the Warrant is incorporated into this Item 3.02 by reference. The offer and sale of such securities were made only to “accredited investors” (as defined by Rule 501 under the Securities Act) in reliance upon exemptions from registration under the Securities Act afforded by Section 4(a)(2) of the Securities Act and corresponding provisions of state securities laws. Reliance on Section 4(2) is based on the nature of the offering and sale and the representations made by Comcast in the Warrant with respect to its investment experience and intent.

Item 7.01 Regulation FD Disclosure.

On September 27, 2016, the Company issued a press release and held an investor conference call announcing its issuance of the Warrant and entry into the Registration Rights Agreement. The information in this Item 7.01 of this Current Report on Form 8-K and Exhibit 99.1 attached hereto is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities of that Section, and this Item 7.01 of this Current Report on Form 8-K and Exhibit 99.1 furnished herewith shall not be incorporated by reference into any filing by Harmonic under the Securities Act or under the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1*	Warrant to Purchase Shares of Common Stock of Harmonic Inc.
10.1	Registration Rights Agreement, dated September 26, 2016, by and between the Company and Comcast.
99.1	Press Release dated September 27, 2016.

*Portions of this document were omitted and filed separately with the SEC pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Exchange Act.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 27, 2016

HARMONIC INC.

By: /s/ Timothy C. Chu
Timothy C. Chu
General Counsel, SVP HR and Corporate Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1*	Warrant to Purchase Shares of Common Stock of Harmonic Inc.
10.1	Registration Rights Agreement, dated September 26, 2016, by and between the Company and Comcast.
99.1	Press Release dated September 27, 2016.

*Portions of this document were omitted and filed separately with the SEC pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Exchange Act.

CONFIDENTIAL TREATMENT REQUESTED

CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*ACT*"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

WARRANT TO PURCHASE SHARES OF COMMON STOCK
of
HARMONIC INC.

Issued: September 26, 2016 (the "*Issue Date*")

THIS CERTIFIES THAT, for value received, Comcast Corporation, a Pennsylvania corporation ("*Comcast*"), or its registered assigns (the "*Holder*"), is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase from Harmonic Inc., a Delaware corporation (the "*Company*"), Shares (as defined below), in the amounts, at such times and at the price per share set forth herein. The term "*Warrant*" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein. Comcast Cable Communications Management, LLC, a Delaware limited liability company and Affiliate (as defined below) of Comcast ("*CCCM*"), and the Company are party to that certain Master Product and Services Supply Agreement, dated as of March 1, 2012 (as amended from time to time, the "*Master Agreement*"), and this Warrant is being issued in partial consideration for the entry into, on or about the date hereof, of the CableOS Software License Product Supply Addendum to the Master Agreement (the "*Addendum*") by and between CCCM and the Company.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. Definitions.

(a) “**Acceptance of Completion of Field Trials**” shall mean CCCM’s acceptance of all field trial deliverables pursuant to criteria and procedures set forth in Section 1.10 of the Consulting Agreement, effective as of April 1, 2016, by and between the Company and CCCM.

(b) “**Affiliate**” shall mean as to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

(c) “**Business Day**” shall mean a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

(d) “**Change of Control**” shall mean (i) the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company to an unaffiliated third party, (ii) any transaction or series of transactions under which the Addendum is delegated or assigned (by operation of law or otherwise) to any unaffiliated third party, or (iii) a transaction or series of transactions (including by way of merger, consolidation, sale of stock or otherwise) the result of which is that any unaffiliated third party or group becomes the “beneficial owner” (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Exchange Act), directly or indirectly, of more than 50% of the voting power of the outstanding voting stock of the Company entitled to vote generally in elections of directors of the Company.

(e) “**Control (and its derivatives)**” shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities (or other ownership interest), as trustee or executor, by contract or otherwise.

(f) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

(g) “**First Purchase Vesting Period**” shall mean the period of time beginning on the [*****] and ending on the [*****] thereof.

(h) “**General Availability**” shall mean CCCM’s deployment of the Harmonic CableOS Software beyond the Initial Deployment in a system that exceeds [*****] Homes Passed. General Availability must occur, if at all, on or prior to the one year anniversary of the Acceptance of Completion of Field Trials.

(i) “**Harmonic CableOS Software**” shall mean the Company’s software CMTS CableOS solution delivered by the Company to, and accepted by, CCCM and subject to, and contingent upon the Acceptance of Completion of Field Trials.

(j) “**Homes Passed**” shall mean, with respect to any given network infrastructure, the number of potential subscribers serviceable by such infrastructure, whether or not such potential subscribers are in fact Subscribers.

(k) “**Initial CableOS Hardware**” shall mean the equipment offered for sale by the Company set forth on Annex I hereto, current as of the Issue Date, and any successor equipment offered for sale by the Company.

[*****] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

(l) “**Initial Deployment**” means an initial deployment of the Harmonic CableOS Software on a single CCCM cable system at CCCM’s discretion servicing up to [*****] Homes Passed.

(m) “**Person**” shall mean any individual, firm, corporation, partnership, limited liability company, trust, estate, joint venture, association, governmental authority or other entity.

(n) “**Second Purchase Vesting Period**” shall mean the period of time beginning on the [*****] of the [*****] and ending on the [*****] thereof.

(o) “**Shares**” shall mean the number of shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”).

(p) “**Subscriber**” shall mean a Person who subscribes to CCCM’s data services solely for its own legitimate personal or business use, which for all purposes shall not include development, resale or distribution.

(q) “**Third Party**” shall mean a Person other than a Party to this Agreement or any of its Affiliates.

(r) “**Warrant Shares**” shall mean Shares issuable or potentially issuable to the Holder pursuant to exercise of this Warrant.

2. Number and Price of Warrant Shares; Exercise Period.

(a) **Number of Shares.** Subject to any previous exercise of the Warrant, the Holder shall have the right to purchase up to 7,816,162 Warrant Shares, subject to the vesting provisions set forth in Section 3, as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10. Notwithstanding any provision in this Warrant to the contrary, the Holder of this Warrant may not exercise this Warrant if and to the extent that the number of Warrant Shares to be received pursuant to such exercise aggregated with all other Shares then beneficially owned or deemed beneficially owned by such Holder and its affiliates (as determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder) would result in such Holder and its affiliates together owning more than 9.99% of all of the Shares that would be outstanding on such exercise date after giving effect to such exercise; provided, however, that the limitation contained in this sentence shall not apply to the exercise of this Warrant in connection with a Change of Control (including pursuant to the automatic exercise provisions of Section 10(b)).

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.76, subject to adjustment pursuant hereto (the “**Exercise Price**”).

(c) **Exercise Period.** This Warrant shall be exercisable, in whole or in part, prior to (or in connection with) the expiration of this Warrant as set forth in Section 10.

3. **Vesting.** The Holder’s right to exercise this Warrant with respect to the Warrant Shares is subject to the following vesting provisions:

(a) Up to 3,908,081 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable in accordance with the following (collectively, the “**Primary Vesting Triggers**”):

[*****] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

(i) 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall be fully vested and exercisable as of the Issue Date;

(ii) 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the date CCCM submits the notice to elect (the "**Election Date**") enterprise pricing for the Harmonic CableOS Software pursuant to the Addendum;

(iii) 1,172,425 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the Acceptance of Completion of Field Trials;

(iv) 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of the calendar quarter in which payments by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to the Company and its Affiliates for the First Purchase Vesting Period (in one or more transactions), of enterprise license fees pursuant to enterprising pricing for the Harmonic CableOS Software pursuant to the Addendum (the "**Enterprise License Fees**") equal or exceed \$[*****]; and

(v) 390,808 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable, subject to, and contingent upon, the successful completion of the vesting criteria set forth in Section 3(a)(iv) above, upon the thirtieth (30th) day following the end of the calendar quarter in which payments by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to the Company and its Affiliates for the First and/or Second Purchase Vesting Periods (in one or more transactions) of the Enterprise License Fees equal or exceed \$[*****].

(b) Up to a total of 3,908,081 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable, subject to, and contingent upon, the successful completion of the vesting criteria set forth in Section 3(a)(ii) above, in accordance with one or more of the following (collectively, the "**Secondary Vesting Triggers**"); *provided, however*, that for the avoidance of doubt, if an aggregate of 3,908,081 Warrant Shares vest and become exercisable pursuant to one or more of the Secondary Vesting Triggers (the "**Maximum Secondary Vesting**"), then no Warrant Shares in addition to such Maximum Secondary Vesting shall vest pursuant to the Secondary Vesting Triggers:

(i) 1,954,041 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the Election Date if the Election Date occurs prior to the later of (A) [*****] or (B) [*****] following the Acceptance of Completion of Field Trials;

(ii) 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of the calendar quarter, if any, in which aggregate, post-Issue Date payments by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to the Company or its Affiliates for Initial CableOS Hardware (in one or more transactions) equal or exceed \$[*****] and if such payments occur prior to the later of (A) [*****], (B) [*****] following the Acceptance of Completion of Field Trials, or (C) [*****] following the acceptance of the Initial CableOS Hardware by CCCM in accordance with Article IX of the Master Agreement;

[*****] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

(iii) (A) 390,808 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of the calendar quarter, if any, in which aggregate payments by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to the Company or its Affiliates for the First Purchase Vesting Period (in one or more transactions) of Enterprise License Fees equal or exceed \$[*****] in excess of the aggregate payment amount set forth in Section 3(a)(iv) above, and (B) additional tranches of 390,808 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of each calendar quarter, if any, in which each successive aggregate payment of \$[*****] of Enterprise License Fees for the First Purchase Vesting Period (in one or more transactions) in excess of the aggregate payment amounts set forth in (A) above and Section 3(a)(iv) above have been paid by CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) to the Company or its Affiliates; and

(iv) (A) 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of the calendar month in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) make aggregate, post-Issue Date payments to the Company for all products and services, excluding Enterprise License Fees, of \$[*****] (in one or more transactions), as long as the date on which such threshold is reached occurs on or prior to [*****], and (B) additional tranches of 781,617 Warrant Shares (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10) shall vest and become exercisable upon the thirtieth (30th) day following the end of any calendar month in which CCCM and its Affiliates (excluding NBCUniversal, LLC and its direct and indirect subsidiaries) make aggregate, post-Issue Date payments to the Company for all products and services, excluding Enterprise License Fees, of each successive aggregate of an additional \$[*****] (in one or more transactions), as long as the date on which such threshold is reached occurs on or prior to [*****].

(c) Immediately prior to any Change of Control, the Warrant Shares subject to the Primary Vesting Triggers shall automatically vest, and any such Warrant Shares with respect to which the Holder has not delivered a Notice of Exercise prior to such Change of Control shall be automatically exercised pursuant to Section 10(b).

(d) For purposes of determining, with respect to any vesting condition set forth in Sections 3(a) or 3(b) above (each a “*Milestone*”, and any Milestone that has not been satisfied as of any specific date, an “*Unsatisfied Milestone*”), at which point in time CCCM pays Company and its Affiliates, if (1) the Company delivers any products or services to CCCM and (2) CCCM returns any such products to the Company, or otherwise contest such products or services, because they were defective or otherwise not in compliance with the Master Agreement, the Addendum or any other agreement, which for the avoidance of doubt shall be subject to any materiality thresholds, cure periods or other relevant terms which apply to defects and matters of non-compliance as set forth in such agreements, governing the relevant purchase, then, for purposes of this Warrant only, such return or contestation shall not affect the point in time at which such products or services shall be deemed to have been paid for by CCCM; provided, however, that this Section 3(d) shall not apply to Harmonic CableOS Software prior to General Availability. Notwithstanding anything herein to the contrary, to the extent, at any point in time, any Milestone is an Unsatisfied Milestone as a result, directly or indirectly, of the Company’s failure to perform any of its respective material obligations under, and in accordance with, the Master Agreement, the Addendum or any other agreement, which for the avoidance of doubt shall be subject to any materiality thresholds, cure periods or other relevant terms which apply to defects and matters of non-compliance as set forth in such agreements, governing the relevant purchase, including, without limitation, failure to timely invoice such products or services, then such Milestone(s) shall, assuming all other actions required to be taken by CCCM with respect to the vesting criteria associated with such Milestone is otherwise completed, be deemed to have been satisfied for all purposes hereunder, and the Holder’s rights hereunder shall vest and become exercisable with respect to the Warrant Shares set forth in such Milestone(s), at such time as such Milestone(s) would have been satisfied but for such failure by the Company to perform such obligations. For the avoidance of doubt, CCCM shall take no action to directly

[*****] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

cause the Company to fail to perform any of its material obligations under the Master Agreement, the Addendum or any other agreement.

(e) To the extent any vesting trigger above remains unsatisfied at the end of the applicable time period (whether pursuant to satisfaction of the Primary Vesting Triggers or the Secondary Vesting Triggers or the acceleration of vesting pursuant to Section 3(c)), the Holder's unvested right to exercise this Warrant with respect to the relevant Warrant Shares will expire at the end of such time period without notice to the Holder or any other action required to be taken by the Company and, only with respect to the Primary Vesting Triggers, will have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of expired Warrant Shares. The Holder and the Company shall maintain records showing the number of expired Warrant Shares. Nothing in this Section 3(d) shall affect the exercise of any vested portion of this Warrant, whether exercised pursuant a Notice of Exercise or deemed exercise pursuant to Section 10(b).

(f) All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be, and all dollar amounts in this Section 3 shall be before applicable taxes.

4. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised once vested at the election of the Holder, in whole or in part, in accordance with Section 2, by the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of Exhibit A (the "**Notice of Exercise**"), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant. The date on which a Notice of Exercise shall have taken place shall be referred to as its "**Exercise Date**").

(b) **Physical Delivery.** If the Holder has elected to settle the exercise of this Warrant through physical delivery of Warrant Shares upon cash payment of the Exercise Price by Holder ("**Physical Delivery**") in accordance with Section 4(a) then, on the Exercise Date, Holder shall pay Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier's or other check acceptable to the Company and payable to the order of the Company.

(c) **Net Issue Exercise.** The Holder may, in lieu of exercising this Warrant by Physical Delivery pursuant to Section 4(b), if the Fair Market Value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), elect to receive (a "**Net Issue Exercise**") a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled), as calculated below, by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X = \frac{Y * (A - B)}{A}$$

Where:

- X = The number of Shares to be issued to the Holder
 Y = The number of Warrant Shares purchasable or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)
 A = The Fair Market Value of one Share (as of the Exercise Date)
 B = The Exercise Price (as of the Exercise Date)
 * = Multiplied by

(i) Definitions.

(1) For purposes of this Warrant, the “*Fair Market Value*” of a Share is defined as follows:

a) if a public market exists for the Company’s common stock at the time of such exercise, the Fair Market Value per Share shall be the weighted average trading price of the Company’s common stock for the ten (10) trading day period ending the trading day prior to the Exercise Date (without regard for pre-open and after hours trading outside of any regular trading session for any such trading day), calculated by multiplying the closing trading price quoted on the national securities exchange on which the common stock is listed (determined by reference to the screen entitled “HLIT <Equity> AQR” reported by Bloomberg L.P., or, if such screen is no longer available, as otherwise reported by Bloomberg L.P), as applicable, on each of the preceding 10 days by the trading volume on each such day and dividing that total by the total aggregate trading volume over the preceding 10-day period;

b) if the exercise is in connection with a Change of Control, then the Fair Market Value shall be: (i) the aggregate Fair Market Value of the consideration received or to be received in such Change of Control by the holders of the Common Stock of the Company (including for purposes of this clause (i), any consideration received or to be received by Holder in such Change of Control in respect of this Warrant) divided by (ii) the total number of Shares issued and outstanding on the date of such Change of Control (including for purposes of this clause (ii) the number of Warrant Shares in respect of which Holder has received or is to receive consideration in such Change of Control); and

c) if there is no active public market for the Shares, and the exercise is not in connection with a Change of Control, the Fair Market Value of a Share shall be the price that would be negotiated in an arm’s-length transaction for cash between a willing seller and a willing and able buyer, both having full knowledge of the relevant facts and neither of which is under any compulsion to complete the transaction, without regard for control premiums or minority or illiquidity discounts, as such price is determined in good faith by the Company’s Board of Directors (the “*Board*”), *provided* that (A) the Company shall give the Holder prompt written notice of any such determination, together with reasonable data and documentation to support such determination, and (B) if the Holder disputes the Board’s determination, it shall promptly notify the Company of such dispute, whereupon the Company shall engage a nationally recognized investment bank or other independent valuation firm reasonably acceptable to the Holder (an “*Appraiser*”) to determine such Fair Market Value, the cost of which Appraiser shall be borne by the Company (unless the Appraiser’s determination of the Fair Market Value is not greater than 105% percent or less than 95% percent of the Fair Market Value as determined by the Board, in which case the cost of the Appraiser

shall be borne by the Holder) and the determination of such Appraiser shall be final and binding on the Company and the Holder.

(2) For purposes of this Warrant, the “*Fair Market Value*” of an equity interest other than a Share is defined as follows:

a) if a public market exists for such equity interest at the time of such exercise, the Fair Market Value of each such equity interest shall be the weighted average trading price of such equity interest for the ten (10) trading day period ending the trading day prior to the Exercise Date (without regard for pre-open and after hours trading outside of any regular trading session for any such trading day), calculated by multiplying the closing trading price quoted on the national securities exchange on which the common stock is listed as reported by Bloomberg L.P. as applicable, on each of the preceding 10 days by the trading volume on each such day and dividing that total by the total aggregate trading volume over the preceding 10-day period; and

b) if there is no active public market for such equity interest, the Fair Market Value of such equity interest shall be the price that would be negotiated in an arm’s-length transaction for cash between a willing seller and a willing and able buyer, both having full knowledge of the relevant facts and neither of which is under any compulsion to complete the transaction, without regard for control premiums or minority or illiquidity discounts, as such price is determined in good faith by the Board, *provided* that (A) the Company shall give the Holder prompt written notice of any such determination, together with reasonable data and documentation to support such determination, and (B) if the Holder disputes the Board’s determination, it shall promptly notify the Company of such dispute, whereupon the Company shall engage an Appraiser to determine such Fair Market Value, the cost of which Appraiser shall be borne by the Company (unless the Appraiser’s determination of the Fair Market Value is not greater than 105% percent or less than 95% percent of the Fair Market Value as determined by the Board, in which case the cost of the Appraiser shall be borne by the Holder) and the determination of such Appraiser shall be final and binding on the Company and the Holder.

(3) For purposes of this Warrant, the “*Fair Market Value*” of an asset other than an equity interest shall be the price that would be negotiated in an arm’s-length transaction for cash between a willing seller and a willing and able buyer, both having full knowledge of the relevant facts and neither of which is under any compulsion to complete the transaction, without regard for control premiums or minority or illiquidity discounts, as such price is determined in good faith by the Board, *provided* that (A) the Company shall give the Holder prompt written notice of any such determination, together with reasonable data and documentation to support such determination, and (B) if the Holder disputes the Board’s determination, it shall promptly notify the Company of such dispute, whereupon the Company shall an Appraiser to determine such Fair Market Value, the cost of which Appraiser shall be borne by the Company (unless the Appraiser’s determination of the Fair Market Value is not greater than 105% percent or less than 95% percent of the Fair Market Value as determined by the Board, in which case the cost of the Appraiser shall be borne by the Holder) and the determination of such Appraiser shall be final and binding on the Company and the Holder.

(d) **Stock Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Warrant Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the Exercise Date, and the person entitled to receive the Warrant Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Warrant Shares as of the close of business on the Exercise Date. As promptly as reasonably practicable on or after such date, but in any event within five (5) Business Days following the Exercise Date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for that number of Shares issuable upon such exercise; provided, however, that if the Holder shall request book entry position evidencing that number of Shares issuable upon such exercise, the Company shall complete such book entry on the Exercise Date. In the event that the rights under this Warrant are exercised in part and

have not expired, the Company shall execute and deliver a new Warrant reflecting the number of Warrant Shares that remain subject to this Warrant.

(e) **No Fractional Shares or Scrip.** No fractional Shares or scrip representing fractional Shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional Share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(f) **Conditional Exercise.** The Holder may exercise this Warrant conditioned upon (and effective immediately prior to) the consummation of a Change of Control that would cause the expiration of this Warrant pursuant to Section 8 by so indicating in the notice of exercise.

5. Replacement of the Warrant. Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company, at the expense of the Holder, shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

6. Transfer of the Warrant.

(a) **Warrant Register.** The Company shall maintain a register (the “*Warrant Register*”) containing the name and address of the Holder or Holders. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary. Any Holder of this Warrant (or of any portion of this Warrant) may change its address as shown on the Warrant Register by written notice to the Company requesting a change.

(b) **Warrant Agent.** The Company may appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 6(a), issuing the Warrant Shares or other securities then issuable upon the exercise of the rights under this Warrant, exchanging this Warrant, replacing this Warrant or conducting related activities.

(c) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the “*Securities Act*”), and limitations on assignments and transfers, including without limitation compliance with the restrictions on transfer set forth in Section 7, title to this Warrant may be transferred by endorsement and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant for exchange, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company shall issue to or on the order of the Holder a new warrant or warrants of like tenor, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of Warrant Shares issuable upon exercise hereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the securities issuable upon exercise of the rights under this Warrant) must be surrendered to the Company or its warrant or transfer agent, as applicable, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in any of the securities represented hereby.

(e) **Minimum Transfer** This Warrant may not be transferred in part unless such transfer is to a transferee who, pursuant to such transfer, receives the right to purchase at least 250,000 Warrant Shares hereunder (as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 10).

(f) **Taxes and Expenses.** The Company shall pay all of its expenses in connection with, and all issuance, transfer, stamp and other similar incidental taxes imposed by any taxing authority in the United States with respect to, the exercise of this Warrant or the issue or delivery of Warrant Shares or the payment of any cash settlement amount hereunder; *provided, however*, that, in no event shall the Company be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder, and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or is not payable.

7. Restrictions on Transfer of the Warrant and Warrant Shares; Compliance with Securities Laws. By acceptance of this Warrant, the Holder agrees that its rights pursuant to this Warrant are subject to the following:

(a) **Restrictions on Transfers.** This Warrant may not be directly transferred or assigned in whole or in part without the Company's prior written consent, other than to: (x) any Affiliate of the Holder, so long as such Affiliate consents in writing to be bound by the terms and conditions of this Warrant, (y) a successor in interest of the Holder or as part of a corporate reorganization, consolidation or merger; or (z) in connection with a Strategic Transaction (as defined below), and any attempt by Holder to directly transfer or assign any rights, duties or obligations that arise under this Warrant without such permission shall be void. As used herein, a "**Strategic Transaction**" means any transaction or series of related transactions where the Fair Market Value of the unvested portion of this Warrant sold, assigned, transferred, pledged or disposed of or in connection with such transaction(s) constitutes less than 10% of the aggregate value of such transactions. For the avoidance of doubt, nothing in this Warrant shall prohibit any indirect transfer of this Warrant or any interest herein. Any transfer of this Warrant or the Warrant Shares (the "**Securities**") must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement, or

(ii) (A) such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, (B) the transferee shall have confirmed to the satisfaction of the Company in writing, substantially in the form of Exhibit A-1, that the Securities are being acquired (i) solely for the transferee's own account and not as a nominee for any other party, (ii) for investment and (iii) not with a view toward distribution or resale, and shall have confirmed such other matters related thereto as may be reasonably requested by the Company, and (C) such Holder shall have furnished the Company, at the Holder's expense, with (i) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Securities under the Securities Act or (ii) a "no action" letter from the Securities and Exchange Commission to the effect that the transfer of such Securities without registration will not result in a recommendation by the staff of the Securities and Exchange Commission that action be taken with respect thereto, whereupon such Holder shall be entitled to transfer such Securities in accordance with the terms of the notice delivered by the Holder to the Company; and

other than in the case of open market transactions, the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Warrant to the same extent as if the transferee were the original Holder hereunder.

(b) **Investment Representation Statement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which the Warrant was exercised, it shall be a condition to any exercise of the rights under this Warrant that the Holder shall have confirmed to the satisfaction of the Company in writing, substantially in the form of Exhibit A-1, that the Shares so purchased are being acquired solely for the Holder's own account and not as a nominee for any other party, for investment and not with a view toward distribution or resale and that the Holder shall have confirmed such other matters related thereto as may be reasonably requested by the Company.

(c) **Legends.** The Securities shall (unless otherwise permitted by the provisions of this Warrant) be stamped or imprinted with legends substantially similar to the following (in addition to any legend required by state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS CERTIFICATE MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

(d) **Instructions Regarding Transfer Restrictions.** The Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 7.

(e) **Removal of Legend.** The legend referring to federal and state securities laws identified in Section 7(c) stamped on a certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed and the Company shall issue a certificate without such legend to the holder of such securities if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration or qualification.

(f) **Registration Rights.** Contemporaneously with the execution of this Warrant, the Holder and the Company will enter into a Registration Rights Agreement, dated as of the date hereof (the "**Registration Rights Agreement**"). The Warrant Shares issuable upon exercise of this Warrant shall be Registrable Securities (as defined in the Registration Rights Agreement).

8. Adjustments. Subject to the expiration of this Warrant pursuant to Section 10, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a “**Reorganization**”) involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 10) in which shares of the Company’s stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization (the “**Alternate Consideration**”), equivalent in value to that which a holder of the Warrant Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Warrant Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, in any such event, in lieu of the number of Warrant Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding Shares are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of shares of such securities, the number of Warrant Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding Shares are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Warrant Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Other Dividends and Distributions.** If the Company shall, at any time or from time to time after the Issue Date, make or declare, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or any other distribution payable in securities of the Company (other than a dividend or distribution of Shares in respect of outstanding Shares), cash, rights or other property, then, and in each such event, provision shall be made so that the Holder shall receive upon exercise of the Warrant, in addition to the number of Warrant Shares receivable thereupon, the kind and amount of securities of the Company, cash, rights or other property which the Holder would have been entitled to receive had the Warrant been exercised in full into Warrant Shares on the date of such event and had the Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained such securities, cash or other property receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section 8 with respect to the rights of the Holder; provided, that no such provision shall be made if the Holder receives, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities, cash or other property in an amount equal to the amount of such securities, cash or other property as the Holder would have received if the Warrant had been exercised in full into Warrant Shares on the date of such event.

(e) **Notice of Adjustments.** Upon any adjustment to the Warrant, including any adjustment pursuant to this Section 8, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

(f) **Proceedings Prior to Any Action Requiring Adjustment.** As a condition precedent to the taking of any action that would require an adjustment pursuant to this Section 8, the Company shall take any and all actions that may be necessary, including, without limitation, obtaining regulatory, the NASDAQ Stock Market or other applicable national securities exchange or stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and non-assessable all Warrant Shares and, as applicable, all Alternate Consideration that the Holder is entitled to receive upon exercise of this Warrant.

9. Notification of Certain Events. Prior to the expiration of this Warrant pursuant to Section 10, in the event that the Company shall authorize:

(a) the issuance of any dividend or other distribution on the capital stock of the Company or any reduction in the number of outstanding Shares or any other company security then issuable upon exercise of this Warrant, whether as a result of repurchases by the Company or otherwise, (in each case, other than (i) dividends or distributions provided for in Section 8(c), (ii) repurchases of Shares issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (iii) repurchases of Shares issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to rights of first refusal or first offer contained in agreements providing for such rights), whether in cash, property, stock or other securities, (iv) repurchases of Shares pursuant to the Company's stock repurchase program as authorized from time to time by the Board, or (v) Shares used to pay taxes in accordance with the Company's equity incentive programs approved by the Board;

(b) the voluntary liquidation, dissolution or winding up of the Company; or

(c) any transaction resulting in the expiration of this Warrant pursuant to Section 10(b), including, for the avoidance of doubt, any Change in Control;

the Company shall send to the Holder of this Warrant at least ten (10) Business Days prior written notice of the date on which a record shall be taken for any such dividend or distribution specified in clause (a) or the expected effective date of any such other event specified in clause (b) or (c), as applicable. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent of the Holder of this Warrant.

10. Expiration of the Warrant.

(a) Subject to Section 10(b), this Warrant shall expire and shall no longer be exercisable as of the earlier of:

(iii) 5:00 p.m., Pacific Time, on September 26, 2023; or

(iv) The consummation of a Change of Control;

(b) In the event that this: (i) Warrant (or any portion of this Warrant) is exercisable (including the effect of any vesting pursuant to Section 3(c)) at or immediately prior to the expiration of this Warrant pursuant to Section 10(a), and (ii) the Fair Market Value of one Share is greater than the Exercise Price (each as calculated as of the date of such expiration), and (iii) the Holder has not previous to such expiration delivered a Notice of Exercise with respect to the Warrant (or applicable portion thereof), then the Holder shall have been deemed to have delivered a Notice of Exercise with respect to the Warrant (or the applicable portion thereof) electing Net Issue Exercise, and the Company shall treat the Holder for all purposes hereunder as having exercised the Warrant (or such portion) as of immediately prior to the expiration of this Warrant.

11. No Rights as a Stockholder. Nothing contained herein shall entitle the Holder to any rights as a stockholder of the Company for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company until the rights under the Warrant shall have been exercised and the Warrant Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

12. Representations and Warranties of the Holder. The Holder represents and warrants to the Company as of the Issue Date as follows:

(a) **Investment Experience.** The Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, and has such knowledge and experience in financial or business matters so that it is capable of evaluating the merits and risks of its investment in the Company and protecting its own interests.

(b) **No Registration.** The Holder understands that the Warrant Shares have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.

(c) ***Speculative Nature of Investment.*** The Holder understands and acknowledges that its investment in the Company is highly speculative and involves substantial risks. The Holder can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Warrant Shares for an indefinite period of time and to suffer a complete loss of its investment.

(d) ***Investment Intent.*** The Holder is acquiring the Securities for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein.

13. Representations and Warranties of the Company. The Company represents and warrants to the Holder as follows:

(a) ***Organization, Good Standing and Qualification.*** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company and each of its subsidiaries have the requisite corporate power and authority to own and operate their respective properties and assets, to carry on their business as presently conducted, and with respect to the Company, to execute, deliver and perform its obligations under the Warrant and the Registration Rights Agreement. The Company and each of its subsidiaries are presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have a material adverse effect on the Company's and its subsidiaries' assets (including intangible assets), financial condition, property, operations, or business as now conducted (a "***Material Adverse Effect***").

(b) ***Authorization; Non-Contravention.*** All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of the Warrant and the Registration Rights Agreement by the Company and the performance of all of the Company's obligations under the Warrant and the Registration Rights Agreement has been taken. The Warrant and Registration Rights Agreement, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors, (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity, and (iii) as may further be limited by applicable laws and principles of public policy.

(c) ***Compliance with Laws and Other Instruments.***

(i) The Company and its subsidiaries are not a party to or otherwise subject to any contract or agreement that restricts or otherwise affects the Company's right to execute and deliver this Warrant or the Registration Rights Agreement or to perform its obligations hereunder or thereunder (including the issuance of the Warrant Shares). Neither the execution, delivery nor performance of this Warrant (including the issuance of the Warrant Shares), the Registration Rights Agreement will conflict with, result in a breach of the terms, conditions or provisions of, constitute a default under, result in any violation of, result in the creation of any lien upon any properties of the Company or its subsidiaries under, require any consent, approval or other action by or notice to or filing with any court or governmental body (except for applicable filings with or notices to the NASDAQ Stock Market and applicable reporting obligations under the Exchange Act pursuant to: the Company's Certificate of Incorporation or Bylaws, any award of any arbitrator or any agreement, instrument or law to which the Company or its subsidiaries is subject or by which it is bound.

(ii) Neither the Company nor any of its subsidiaries is in violation of or default under, and from December 31, 2015 through the Issue Date has received any notices of violation or default with respect to, (A) any provisions of its certificate of incorporation, bylaws or other organizational documents, (B) any instrument, judgment, order, writ or decree of any court or governmental authority applicable to the Company or any of its subsidiaries, or (C) any note, indenture, mortgage, lease, agreement, instrument or other contract to which it is a party or by which it is bound, except in the case of clauses (B) and (C) for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(iii) Neither the Company nor any of its subsidiaries is in violation of, and the operation of the Company's and its subsidiaries' businesses as now conducted does not violate, any provision of any federal, state, local or foreign law, statute, rule or regulation applicable to the Company or its subsidiaries, except for such violations as would not, individually or in the aggregate, have a Material Adverse Effect.

(d) **Valid Issuance.** The Warrant Shares have been duly reserved for issuance and, upon issuance in accordance with the terms of this Warrant, will be duly authorized, validly issued, fully paid and nonassessable and issued free and clear of any lien, encumbrance, security interest, pledge, mortgage, hypothecation, charge, adverse claim, title retention agreement of any nature or kind, or other encumbrance (except any applicable securities law restrictions). Subject to the accuracy of the Holder's representations in Section 13, the issuance of this Warrant is, and the issuance of Warrant Shares upon exercise of this Warrant will be, exempt from registration and qualification under applicable federal and state securities laws.

(e) **SEC Documents; Company Stock Exchange Listing**

(i) The Company is current in its obligations to file and furnish all periodic reports with the SEC required to be filed or furnished by it under the Exchange Act and any applicable rules and regulations promulgated thereunder. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, and any other reports, proxy statements and information the Company filed with or furnished to the SEC since December 31, 2014 (the "**SEC Documents**"), at the time of their filing or being furnished, (A) did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (B) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act and the respective rules and regulations promulgated thereunder.

(ii) The financial statements of the Company (whether audited or unaudited and including any notes thereto or schedules included therein) included in the SEC Documents (the "**Company Financial Statements**") (A) at the time of their filing or being furnished, complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, (B) were prepared in accordance with U.S. generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or as otherwise permitted by Form 10-Q with respect to any Company Financial Statements filed on Form 10-Q), and (C) fairly presented in all material respects the consolidated financial position of the Company as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended.

(iii) The Company is in compliance in all material respects with the applicable listing rules of the NASDAQ Stock Market and has not received any written notice from the NASDAQ Stock Market asserting any material non-compliance with such rules.

(iv) Since the date of the audited financial statements of the Company included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, there has not been any event, change, occurrence or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(f) **Capitalization.** As of September 23, 2016, the authorized and outstanding capital stock of the Company consisted solely of (i) 150,000,000 Shares, of which 78,161,622 were issued and outstanding, and (ii) 5,000,000 shares of preferred stock, par value \$0.001, of which none of which were issued and outstanding. All outstanding shares of the Company's capital stock are duly authorized, validly issued, fully paid and nonassessable. As of September 23, 2016, except for (x) 35,750,000 Shares authorized for issuance under the Company's various equity incentive plans disclosed in the SEC Documents and (x) \$128.25 million aggregate principal amount of unsecured convertible senior notes due 2020 as disclosed in the SEC Documents, there are no (i) securities convertible into or exchangeable or exercisable for shares of the Company's capital stock, (B) subscriptions, options, warrants, calls, rights, convertible securities or other contracts, agreements or commitments of any kind or character obligating the Company to issue, transfer or sell any of its capital stock, or (C) any equity equivalents or any agreements, arrangements or understandings granting any person any rights in the Company similar to capital stock. As of the Issue Date, there are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any of the Company's capital stock. As of September 23, 2016, there were 3,614,019 outstanding and unvested restricted stock units granted by the Company.

(g) **Litigation.** There is no action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation pending or, to the Company's knowledge, currently threatened before any court, arbitrator, mediator or governmental agency or instrumentality against the Company, any of its subsidiaries or any officer or director of the Company or any of its subsidiaries: (i) that questions the validity of this Warrant or the Registration Rights Agreement or the right of the Company to enter into either of them; or (ii) that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

14. Covenants of the Company.

(a) The Company covenants that, during the period this Warrant is exercisable (in whole or in part), it will reserve from its authorized and unissued Common Stock and, as applicable, Alternate Consideration, a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company further covenants that it will not, by amendment of its Certificate of Incorporation or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Warrant against impairment. The Company will take all such commercially reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any national securities exchange upon which the Common Stock and, as applicable, Alternate Consideration, may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and full payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and non-assessable, not subject to any preemptive rights and free from all taxes, liens, security interests and charges created or caused, directly or indirectly, by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(b) The Company covenants that, so long as it remains a reporting company and subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, during the period this Warrant is exercisable (in whole or in part), it will use its commercially reasonable efforts to file timely all reports and other documents required

to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated by the SEC thereunder.

15. Miscellaneous.

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the party against which enforcement of the amendment, waiver, discharge or termination is sought.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Survival.** The provisions of Section 7 shall survive any exercise of this Warrant with respect to the Warrant Shares issued upon such exercise.

(d) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at the Holder's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, or until any such Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of the General Counsel of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder, with a copy (which shall not constitute notice) to Robert G. Day, Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one Business Day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next Business Day. In the event of any conflict between the Company's books and records and this Warrant or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(e) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Waiver of Jury Trial.** Each of the Holder and the Company waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding (whether based on contract, tort or otherwise) arising out of or related to this Warrant. If the waiver of jury trial set forth in this paragraph is not enforceable, then any claim or cause of action arising out of or relating to this Warrant shall be settled by judicial reference pursuant to California Code of Civil Procedure Section 638 *et seq.* before a referee sitting without a jury, such referee to be mutually acceptable to the parties or, if no agreement is reached, by a referee appointed by the Presiding Judge of the California Superior Court for Santa Clara County. This paragraph shall not restrict the Holder or the Company from exercising remedies under the Uniform Commercial Code or from exercising pre-judgment remedies under applicable law.

(i) **California Corporate Securities Law.** THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(j) **Successors and Assigns.** The rights and obligations of the Company set forth herein may not be assigned or delegated by the Company (other than in the case of an assignment by operation of law) without the prior written consent of the Holder. Subject to the restrictions on transferability set forth in Sections 6 and 7 hereof, the rights and obligations of the Holder set forth herein may be assigned or delegated by the Holder without the prior written consent of the Company. Subject to the foregoing, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be binding upon any Holder from time to time of this Warrant and all holders of Warrant Shares issued upon the exercise hereof (including transferees), and shall be enforceable by the Company, the Holder and such holder(s) of Warrant Shares, as applicable.

(k) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(l) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations under this Warrant shall survive exercise of this Warrant.

(m) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) and the Registration Rights Agreement constitute the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter hereof.

(signature page follows)

The Company and the Holder sign this Warrant as of the date stated on the first page.

HARMONIC INC.

By:

Name:

Title:

Address:

4300 North First Street
San Jose, CA 95134

(Signature Page to Warrant to Purchase Shares of Common Stock of Harmonic Inc.)

EXHIBIT A
NOTICE OF EXERCISE

TO: Harmonic Inc. (the "Company")

Attention: General Counsel

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant:

Number of shares: _____

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:

- A cash payment and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.
- The net issue exercise provisions of Section 4(b) of the attached warrant.

(3) **Conditional Exercise.** is this a conditional exercise pursuant to Section 4(e):

- Yes No

(4) **Stock Certificate.** Please issue a certificate or certificates representing the shares in the name of:

- The undersigned
- Other-Name: _____

Address: _____

(5) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:

- The undersigned
- Other-Name: _____

Address: _____

- Not applicable

(6) **Investment Intent.** The undersigned represents and warrants that the aforesaid shares are being acquired for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and that the undersigned has no present intention of selling, granting any participation in, or otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties of the undersigned set forth in Section 12 of the attached warrant are true and correct as of the date hereof.

- (7) **Investment Representation Statement.** The undersigned has executed, and delivers herewith, an Investment Representation Statement in a form substantially similar to the form attached to the warrant as Exhibit A-1.
- (8) **Consent to Receipt of Electronic Notice.** Subject to the limitations set forth in Delaware General Corporation Law §232(e), the undersigned consents to the delivery of any notice to stockholders given by the Company under the Delaware General Corporation Law or the Company's certificate of incorporation or bylaws by (i) facsimile telecommunication to the facsimile number provided below (or to any other facsimile number for the undersigned in the Company's records), (ii) electronic mail to the electronic mail address provided below (or to any other electronic mail address for the undersigned in the Company's records), (iii) posting on an electronic network together with separate notice to the undersigned of such specific posting or (iv) any other form of electronic transmission (as defined in the Delaware General Corporation Law) directed to the undersigned. This consent may be revoked by the undersigned by written notice to the Company and may be deemed revoked in the circumstances specified in Delaware General Corporation Law §232.

(Print name of the warrant holder)

(Signature)

(Name and title of signatory, if applicable)

(Date)

(Fax number)

(Email address)

(Signature page to the Notice of Exercise)

EXHIBIT A-1

INVESTMENT REPRESENTATION STATEMENT

INVESTOR: _____

COMPANY: HARMONIC INC.

SECURITIES: THE WARRANT ISSUED ON SEPTEMBER 23, 2016 (THE "*WARRANT*") AND THE SECURITIES ISSUED OR ISSUABLE UPON EXERCISE THEREOF

DATE: _____

In connection with the purchase or acquisition of the above-listed Securities, the undersigned Investor represents and warrants to, and agrees with, the Company as follows:

1. **No Registration.** The Investor understands that the Securities have not been, and will not be, registered under the Securities Act of 1933, as amended (the "*Securities Act*"), by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto.

2. **Investment Intent.** The Investor is acquiring the Securities for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. The Investor has no present intention of selling, granting any participation in, or otherwise distributing the Securities, nor does it have any contract, undertaking, agreement or arrangement for the same.

3. **Investment Experience.** The Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, and has such knowledge and experience in financial or business matters so that it is capable of evaluating the merits and risks of its investment in the Company and protecting its own interests.

4. **Speculative Nature of Investment.** The Investor understands and acknowledges that its investment in the Company is highly speculative and involves substantial risks. The Investor can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

5. **Access to Data.** The Investor has had an opportunity to ask questions of officers of the Company, which questions were answered to its satisfaction. The Investor believes that it has received all the information that it considers necessary or appropriate for deciding whether to acquire the Securities. The Investor understands that any such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. The Investor acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any projections included in such business plans or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results.

6. **Accredited Investor.** The Investor is an “accredited investor” within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission and agrees to submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Investor has furnished or made available any and all information requested by the Company or otherwise necessary to satisfy any applicable verification requirements as to “accredited investor” status. Any such information is true, correct, timely and complete.

7. **Residency.** The residency of the Investor (or, in the case of a partnership or corporation, such entity’s principal place of business) is correctly set forth on the signature page hereto.

8. **Restrictions on Resales.** The Investor acknowledges that the Securities must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor is aware of the provisions of Rule 144 promulgated under the Securities Act, which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a “broker’s transaction,” a transaction directly with a “market maker” or a “riskless principal transaction” (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. The Investor acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Investor wishes to sell the Securities and that, in such event, the Investor may be precluded from selling the Securities under Rule 144 even if the other applicable requirements of Rule 144 have been satisfied. The Investor understands and acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Securities. The Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for those offers or sales and that those persons and the brokers who participate in the transactions do so at their own risk.

9. **Brokers and Finders.** The Investor has not engaged any brokers, finders or agents in connection with the Securities, and the Company has not incurred nor will incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders’ fees or agents’ commissions or any similar charges in connection with the Securities.

10. **Legal Counsel.** The Investor has had the opportunity to review the Warrant, the exhibits and schedules attached thereto and the transactions contemplated by the Warrant with its own legal counsel. The Investor is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Warrant.

11. **Tax Advisors.** The Investor has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by the Warrant. With respect to such matters, the Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Warrant.

(signature page follows)

The Investor is signing this Investment Representation Statement on the date first written above.

INVESTOR

(Print name of the investor)

(Signature)

(Name and title of signatory, if applicable)

(Street address)

(City, state and ZIP)

ANNEX I

[*****]
[*****]
[*****]
[*****]
[*****]

[*****] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

HARMONIC INC.
REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “*Agreement*”) is dated as of September 26, 2016, and is between Harmonic Inc., a Delaware corporation (the “*Company*”), and Comcast Corporation, a Pennsylvania corporation (the “*Holder*”).

RECITALS

A. Concurrently herewith, the Company is issuing to the Holder that certain Warrant, dated the date hereof (the “*Warrant*”), pursuant to which the Holder may purchase shares of Common Stock in accordance with the terms and subject to the conditions of the Warrant.

B. In connection with the issuance of the Warrant to the Holder by the Company, the Company has agreed to provide certain registration rights with respect to the Registrable Securities, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) “*Affiliate*” shall mean as to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.
 - (b) “*Commission*” shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.
 - (c) “*Common Stock*” means the shares of the Company’s common stock, par value \$0.001 per share.
 - (d) “*Control (and its derivatives)*” shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
 - (e) “*Exchange Act*” shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.
 - (f) “*Indemnified Party*” shall have the meaning set forth in Section 2.6(c).
-

- (g) “**Indemnifying Party**” shall have the meaning set forth in Section 2.6(c).
- (h) “**Other Selling Stockholders**” shall mean Persons other than Holders who, by virtue of agreements with the Company, are entitled to include their Other Shares in certain registrations hereunder.
- (i) “**Other Shares**” shall mean shares of Common Stock, other than the Registrable Securities (as defined below), with respect to which registration rights have been granted.
- (j) “**Person**” shall mean any individual, firm, corporation, partnership, limited liability company, trust, estate, joint venture, association, governmental authority or other entity.
- (k) “**Registrable Securities**” shall mean (i) shares of Common Stock and any other securities of the Company issued or issuable pursuant to the exercise of the Warrant and (ii) any Common Stock and any other securities of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of the shares referenced in (i) above; *provided, however*, that Registrable Securities shall not include any shares of Common Stock or other securities of the Company described in clause (i) or (ii) above which have previously been sold to the public either pursuant to a registration statement or Rule 144, or, with respect to registration rights under this Agreement, which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.
- (l) The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.
- (m) “**Registration Expenses**” shall mean all expenses incident to the performance of or compliance with any registration or marketing of securities or otherwise incurred in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, expenses of any regular or special audits incident to or required by any such registration, expenses in connection with the preparation, printing, mailing and delivery of any registration statements, prospectuses and other documents in connection therewith, and expenses relating to any analyst or investor presentations or any “road shows” undertaken in connection with the registration, marketing or selling of the Registrable Securities, but shall not include Selling Expenses, fees and disbursements of counsel for the Holder and the compensation of regular employees of the Company, which shall be paid in any event by the Company.
- (n) “**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.
- (o) “**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.
- (p) “**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(q) “*Selling Expenses*” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for the Holder.

(r) “*Warrant*” shall mean the warrant to purchase Common Stock issued to the Holder on the date hereof.

(s) “*Withdrawn Registration*” shall mean a forfeited demand registration under Section 2.1 in accordance with the terms and conditions of Section 2.4.

SECTION 2 REGISTRATION RIGHTS

2.1 Requested Registration

(a) ***Request for Registration.*** Subject to the conditions set forth in this Section 2.1, if the Company shall receive from the Holder a written request signed by the Holder that the Company effect any registration with respect to all or a part of the Registrable Securities (such request shall state the number of shares of Registrable Securities to be disposed of and the intended methods of disposition of such shares by the Holder), the Company will as soon as reasonably practicable, but in no event more than seventy-five (75) days following receipt of such written request, file and thereafter shall use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request. If the Company has an effective registration statement on file with the Commission when it receives a request for registration from the Holder, the Company may, to the extent it elects and is permitted by applicable law, satisfy its obligation to register Registrable Securities pursuant to this Section 2.1 by filing an amendment to the registration statement or supplement to the prospectus contained in the registration statement to cover the offer and sale of the Registrable Securities requested to be registered by the Holder.

(b) ***Limitations on Requested Registration.*** The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) Prior to the date on which any market stand-off agreements applicable to the Holder have terminated;

(ii) If the Holder, together with the holders of any other securities of the Company entitled to inclusion in such registration statement, propose to sell Registrable Securities and such other securities (if any) at an aggregate offering price, net of underwriters’ discounts and expenses, of less than \$5,000,000, unless such request for registration covers all remaining Registrable Securities;

(iii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(iv) After the Company has initiated three (3) registrations pursuant to this Section 2.1 (counting for Section 2.1 purposes only (x) registrations which have been declared or ordered effective and pursuant to which all securities covered thereby have been sold, and (y) Withdrawn Registrations) and registrations pursuant to Section 2.3, in the aggregate;

(v) During the period starting with the date forty-five (45) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days after the effective date of (or ending on the subsequent date on which all market stand-off agreements applicable to the offering have terminated), a Company-initiated registration (other than a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future); *provided* that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective and complies with its obligations to include Registrable Securities pursuant to Section 2.2; or

(vi) If the Holder proposes to dispose of shares of Registrable Securities that may be registered on Form S-3 pursuant to a request made under Section 2.3.

(c) **Deferral.** If (i) in the good faith judgment of the board of directors of the Company, the filing of a registration statement covering the Registrable Securities would be detrimental to the Company and the board of directors of the Company concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to the Holder a certificate signed by the President of the Company stating that in the good faith judgment of the board of directors of the Company, it would be detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b)(v) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Holder, and, provided further, that the Company shall not defer its obligation in this manner more than twice in any twelve-month period and shall not defer its obligation in this manner following any such ninety (90) day deferral period for which the Holder has an outstanding request for registration until such outstanding request has been satisfied.

(d) **Other Shares.** The registration statement filed pursuant to the request of the Holder may, subject to the provisions of Section 2.1(e), include Other Shares, and may include securities of the Company being sold for the account of the Company.

(e) **Underwriting.** If the Holder intends to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.1. If the Company shall request inclusion in any registration pursuant to Section 2.1 of securities being sold for its own account, or if other Persons shall request inclusion in any registration pursuant to Section 2.1, the Holder shall offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other Persons in such underwriting and the inclusion of the Company's and such Person's other securities of the Company and their acceptance of the further applicable provisions of this Section 2 (including Section 2.10). The Company shall (together with the Holder and other Persons proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting the Holder, which underwriters are reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.1, if the underwriters advise the Holder in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities and Other Shares that may be so included shall be allocated as follows: (i) first, among the Holder; (ii) second, to the Company, which the Company may allocate, at its discretion, for its own account, or for the account of other holders or employees of the Company; and (iii) third,

among any Other Selling Stockholders requesting to include Other Shares in such registration statement based on the *pro rata* percentage Other Shares held by the Holder and Other Selling Stockholders, assuming exercise or conversion.

If a Person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such Person shall be excluded therefrom by written notice from the Company, the underwriter or the Holder. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.1(e), then the Company shall then offer to the Holder and Other Selling Stockholders who have retained rights to include securities in the registration the right to include additional Registrable Securities or Other Shares in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among the Holder and other Selling Stockholders requesting additional inclusion, as set forth above.

2.2 Company Registration

(a) **Company Registration.** If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1 or 2.3, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

- (i) promptly give written notice of the proposed registration to the Holder; and
- (ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by the Holder received by the Company within five (5) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of the Holder's Registrable Securities.

(b) **Underwriting.** If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holder as a part of the written notice given pursuant to Section 2.2(a)(i). In such event, the right of the Holder to registration pursuant to this Section 2.2 shall be conditioned upon the Holder's participation in such underwriting and the inclusion of the Holder's Registrable Securities in the underwriting to the extent provided herein. The Holder shall (together with the Company, the Other Selling Stockholders and other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) exclude all Registrable Securities from, or limit the number of Registrable Securities to be included in, the registration and underwriting. The Company shall so advise all holders of securities requesting registration, and the number of shares of securities

that are entitled to be included in the registration and underwriting shall be allocated, as follows: (i) first, to the Company for securities being sold for its own account, (ii) second, to the Holder requesting to include Registrable Securities in such registration statement based on the *pro rata* percentage of Registrable Securities held by the Holder, assuming conversion and (iii) third, to the Other Selling Stockholders requesting to include Other Shares in such registration statement based on the *pro rata* percentage of Other Shares held by such Other Selling Stockholders, assuming conversion.

If a Person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such Person shall also be excluded therefrom by written notice from the Company or the underwriter. The Registrable Securities or other securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares of Registrable Securities to be included in such registration was previously reduced as a result of marketing factors pursuant to Section 2.2(b), the Company shall then offer to all Persons who have retained the right to include securities in the registration the right to include additional securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among the Persons requesting additional inclusion, in the manner set forth above.

(c) **Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not the Holder has elected to include securities in such registration.

2.3 Registration on Form S-3

(a) **Request for Form S-3 Registration.** In addition to the rights contained in the foregoing provisions of this Section 2 and subject to the conditions set forth in this Section 2.3, if the Company shall receive from the Holder a written request that the Company effect any registration on Form S-3 or any similar short form registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities to be disposed of and the intended methods of disposition of such shares by the Holder), the Company will take all such action with respect to such Registrable Securities as required by Section 2.1(a). If the Company has an effective registration statement on file with the Commission when it receives a request for registration from the Holder, the Company may, to the extent it elects and is permitted by applicable law, satisfy its obligation to register Registrable Securities pursuant to this Section 2.3 by filing an amendment to the registration statement or supplement to the prospectus contained in the registration statement to cover the offer and sale of the Registrable Securities requested to be registered by the Holder.

(b) **Limitations on Form S-3 Registration.** The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this Section 2.3:

- (i) In the circumstances described in either Sections 2.1(b)(i), 2.1(b)(iii) or 2.1(b)(v);
- (ii) If the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public of less than \$5,000,000, unless such request for registration covers all remaining Registrable Securities;
- (iii) If, in a given twelve-month period, the Company has effected one (1) such registration in such period; or

(iv) After the Company has initiated three (3) registrations pursuant to Section 2.1 (counting for Section 2.1 purposes only (x) registrations which have been declared or ordered effective and pursuant to which all securities covered thereby have been sold, and (y) Withdrawn Registrations) and registrations pursuant to this Section 2.3, in the aggregate.

(c) **Deferral.** The provisions of Section 2.1(c) shall apply to any registration pursuant to this Section 2.3.

(d) **Underwriting.** If the Holder intends to distribute the Registrable Securities covered by their request by means of an underwriting, the provisions of Section 2.1(e) shall apply to such registration. Notwithstanding anything contained herein to the contrary, registrations effected pursuant to this Section 2.3 shall not be counted as requests for registration or registrations effected pursuant to Section 2.1.

2.4 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1, 2.2 and 2.3 shall be borne by the Company; *provided, however*, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 and 2.3 if the registration request is subsequently withdrawn at the request of the Holder or because the Holder shall have withdrawn so that the minimum offering conditions set forth in Sections 2.1 and 2.3 are no longer satisfied (in which case the Holder shall bear such expenses), unless the Holder agrees to forfeit its right to a demand or S-3 registration pursuant to Section 2.1 or Section 2.3. All Selling Expenses relating to securities registered on behalf of the Holder shall be borne by the Holder.

2.5 Registration Procedures. In the case of each registration effected by the Company pursuant to Section 2, the Company will keep the Holder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is sixty (60) days from the effective date of the registration statement or such time as the Holder has completed the distribution described in the registration statement relating thereto; *provided, however*, that (i) such sixty (60) day period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such registration at the request of an underwriter of Common Stock (or other securities) of the Company and (ii) in the case of any registration of Registrable Securities on Form S-3 which are intended to be offered on a continuous or delayed basis, such sixty (60) day period shall be extended, if necessary, to keep the registration statement effective until the earlier of (A) such time as all such Registrable Securities registered on such registration statement are sold or (B) all such Registrable Securities on such registration statement may be sold in any three month period pursuant to Rule 144; provided, further, however, that with respect to (ii) above, that Rule 415, or any successor rule under the Securities Act, permits an offering on a continuous or delayed basis and that the applicable rules under the Securities Act governing the obligation to file a post-effective amendment permit, in lieu of filing a post-effective amendment that (I) includes any prospectus required by Section 10(a)(3) of the Securities Act or (II) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (I) and (II) above to be contained in periodic reports filed pursuant to Section 13 or 15(d) of the Exchange Act in the registration statement.;

(b) To the extent the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (a "**WKSI**") at the time any request for registration is submitted to the Company in accordance with Section 2.3, (i) if so requested, file an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an

“*automatic shelf registration statement*”) to effect such registration, and (ii) remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such automatic shelf registration statement is required to remain effective in accordance with this Agreement;

(c) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(d) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as the Holder from time to time may reasonably request;

(e) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdiction as shall be reasonably requested by the Holder; *provided*, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(f) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

(g) If at any time when the Company is required to re-evaluate its WKSI status for purposes of an automatic shelf registration statement used to effect a request for registration in accordance with Section 2.3 (i) the Company determines that it is not a WKSI, (ii) the registration statement is required to be kept effective in accordance with this Agreement, and (iii) the registration rights of the Holder have not terminated, promptly amend the registration statement onto a form the Company is then eligible to use or file a new registration statement on such form, and keep such registration statement effective in accordance with the requirements otherwise applicable under this Agreement;

(h) If (i) a registration made pursuant to a shelf registration statement is required to be kept effective in accordance with this Agreement after the third anniversary of the initial effective date of the shelf registration statement and (ii) the registration rights of the Holder have not terminated, file a new registration statement with respect to any unsold Registrable Securities subject to the original request for registration prior to the end of the three year period after the initial effective date of the shelf registration statement, and keep such registration statement effective in accordance with the requirements otherwise applicable under this Agreement;

(i) Use its commercially reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and reasonably satisfactory to the Holder requesting registration of Registrable Securities and (ii) a “comfort” letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters;

(j) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(k) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(l) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed; and

(m) In connection with any underwritten offering pursuant to a registration statement filed pursuant to Section 2.1, enter into an underwriting agreement in form reasonably necessary to effect the offer and sale of Common Stock, provided such underwriting agreement contains reasonable and customary provisions, and provided further, that the Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

2.6 Indemnification

(a) To the extent permitted by law, the Company will indemnify and hold harmless the Holder, each of its officers, directors and partners, legal counsel and accountants and its Affiliates, with respect to which registration, qualification or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and its Affiliates, against all expenses, claims, losses, damages and liabilities (or actions, proceedings or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any registration statement, any prospectus included in the registration statement, any issuer free writing prospectus (as defined in Rule 433 of the Securities Act), any issuer information (as defined in Rule 433 of the Securities Act) filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any other document incident to any such registration, qualification or compliance prepared by or on behalf of the Company or used or referred to by the Company, (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation (or alleged violation) by the Company of the Securities Act, any state securities laws or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification or compliance, and the Company will reimburse the Holder, each of its officers, directors, partners, legal counsel and

accountants and its Affiliates, each such underwriter and its Affiliates, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability or action; *provided* that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action is caused by or related to any untrue statement or omission based upon written information furnished to the Company by the Holder, any of the Holder's officers, directors, partners, legal counsel or accountants or its Affiliates, such underwriter or any of its Affiliates, and stated to be specifically for use therein; and *provided, further* that, the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, the Holder will, if Registrable Securities held by the Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, and any Affiliates of the Company or such underwriter, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification or compliance, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such directors, officers, partners, legal counsel and accountants, Affiliates of the Company, underwriters, or Affiliates of the underwriters for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by the Holder and stated to be specifically for use therein; *provided, however*, that the obligations of the Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages or liabilities (or actions in respect thereof) if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld); and *provided* that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by the Holder, except in the case of fraud or willful misconduct by the Holder.

(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; *provided* that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be reasonably acceptable to the Indemnified Party; and *provided further* that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, to the extent such failure is not prejudicial. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) in the reasonable judgment of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that, in connection with any such proceeding or related

proceedings in the same jurisdiction, the Indemnifying Party shall not be liable for the reasonable and documented fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for all such Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. No Person will be required under this Section 2.6(d) to contribute any amount in excess of the gross proceeds from the offering received by such Person, except in the case of fraud or willful misconduct by such Person. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

2.7 Information by Holder. The Holder shall furnish to the Company such information regarding the Holder and the distribution proposed by the Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this Section 2.

2.8 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep adequate current public information with respect to the Company available in accordance with Rule 144 under the Securities Act at all times;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as the Holder owns any Registrable Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as the Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing the Holder to sell any such securities without registration.

2.9 Market Stand-Off Agreement. If requested by the Company and an underwriter of Common Stock (or other securities) of the Company in connection with a registration pursuant to which the Holder is registering Registerable Securities, the Holder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by the Holder (other than those included in the registration) during the period from the filing of a registration statement of the Company filed under the Securities Act that includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Securities Act through the end of the 90-day period following the effective date of the registration statement (or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NYSE Rule 472(f)(4), or any successor provisions or amendments thereto). The obligations described in this Section 2.9 shall not apply to a registration relating solely to employee benefit plans on Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Company shall be responsible for negotiating all “lock-up” agreements with the underwriters, which agreements shall be on customary terms. The Company shall provide the Holder with a reasonable opportunity to review and comment on such “lock-up” agreements (other than any terms or provisions therein relating to the duration of the lock-up period) and shall use commercially reasonable efforts to incorporate any such comments. Subject to the foregoing provisions of this Section 2.9, the Holder shall be required to execute the form so negotiated if (and only if) each director and each executive officer of the Company also executes such form. Notwithstanding anything to the contrary set forth herein, in the event that the Company or underwriters release any director or executive officer of the Company that is party to a “lock-up” agreement from any or all of such party’s obligations thereunder, the Holder shall be similarly released from their obligations thereunder in the same manner and to the same extent as such released party, and each “lock-up” agreement shall contain a provision to such effect.

2.10 Transfer or Assignment of Registration Rights. The rights to cause the Company to register securities granted to the Holder by the Company under this Section 2 may not be transferred or assigned in whole or in part without the Company’s prior written consent, other than to any Affiliate of the Holder, so long as such Affiliate consents in writing to be bound by the terms and conditions of this Agreement and any attempt by Holder to transfer or assign any rights, duties or obligations that arise under this Agreement without such permission shall be void.

2.11 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holder enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights the terms of which are senior to the registration rights granted to the Holders hereunder.

2.12 Termination of Registration Rights. The right of the Holder to request registration or inclusion in any registration pursuant to Sections 2.1, 2.2 and 2.3 shall terminate when the Holder (i) ceases to hold the Warrant and (ii) all of such Holder’s Registrable Securities may then be sold under Rule 144 in a single transaction without exceeding the volume limits thereunder; *provided, however*, that the Company and the Holder acknowledge and agree that in no event shall the event described

in clause (ii) of this Section 2.12 be deemed to have occurred prior to the earlier to occur of: (x) exercise of the Warrant with respect to all Warrant Shares (as defined in the Warrant) or (y) termination of the Warrant pursuant to Section 10 thereof.

SECTION 3 MISCELLANEOUS

3.1 Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Holder. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon the Holder and each future holder of all such securities of the Holder.

3.2 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(a) if to the Holder, to the Holder at the Holder's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, or until the Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address, facsimile number or electronic mail address of the Holder for which the Company has contact information in its records; or

(b) if to the Company, to the attention of the General Counsel of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder, with a copy (which shall not constitute notice) to Robert G. Day, Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

3.3 Governing Law. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

3.4 Successors and Assigns. This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by the Holder without the prior written consent of the Company, except to a person to whom the Holder is permitted to transfer the Warrant pursuant to the terms and conditions of the Warrant. Any attempt by the Holder without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

3.5 Entire Agreement. This Agreement and the Warrant constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

3.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

3.7 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

3.11 Saturdays, Sundays and Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

3.12 Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

3.13 Termination Upon Change of Control. Notwithstanding anything to the contrary herein, this Agreement (excluding any then-existing obligations) shall terminate upon (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of transactions, as a result of shares in the Company held by such holders prior to such transaction or series of transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company.

3.14 Aggregation of Stock. All securities held or acquired by Affiliates shall be aggregated together for purposes of determining the availability of any rights under this Agreement.

3.15 Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT. If the waiver of jury trial set forth in this section is not enforceable, then any claim or cause of action arising out of or relating to this Agreement shall be settled by judicial reference pursuant to the laws of the State of Delaware before a referee sitting without a jury, such referee to be mutually acceptable to the parties or, if no agreement is reached, by a referee appointed by the Delaware Chancery Court. This paragraph shall not restrict a party from exercising remedies under the Uniform Commercial Code or from exercising pre-judgment remedies under applicable law.

(signature page follows)

The parties have executed this Registration Rights Agreement as of the date first above written.

HARMONIC INC.
a Delaware corporation

By:

Name:

Title:

Address:
4300 North First Street
San Jose, CA 95134

(Signature page to the Registration Rights Agreement)

The parties have executed this Registration Rights Agreement as of the date first above written.

COMCAST CORPORATION

By:

Name:

Title:

Address:

One Comcast Corporation
Philadelphia, PA 19103

Attention: General Counsel

Email address:

corporate_legal@comcast.com

*Press Release***Harmonic Announces Warrant Agreement with Comcast**

SAN JOSE, Calif.-September 27, 2016-Harmonic (NASDAQ: HLIT), today announced it has entered into a warrant agreement with Comcast Corporation. The agreement provides Comcast with the opportunity to acquire shares of common stock of Harmonic based on specific CableOS™ and other Harmonic product sales and deployment milestones during the term of the warrant.

“This agreement is a significant validation of our new product investment strategy,” said Patrick Harshman, Harmonic’s President and CEO. “We are well positioned to further strengthen our partnership with Comcast, drive new growth and create value for our stockholders.”

Harmonic will host a conference call at 6:00 a.m. Pacific (9:00 a.m. Eastern) on Wednesday, September 28, 2016. A listen-only broadcast of the conference call can be accessed either from the Company’s website at www.harmonicinc.com or by calling +1.574.990.1032 or +1.800.240.9147 (passcode 89386483). The replay will be available after 8:00 a.m. Pacific at the same website address or by calling +1.404.537.3406 or +1.855.859.2056 (passcode 89386483).

Harmonic intends to discuss financial and other statistical information on this conference call. This information will also be available on the Company’s website at www.harmonicinc.com either in the 8K filed with the Securities Exchange Commission related to the above broadcast, by accessing the listen-only broadcast described above, or by accessing the replay of the broadcast described above.

###

About Harmonic

Harmonic (NASDAQ: HLIT) is the worldwide leader in video delivery infrastructure for emerging television and video services. Harmonic enables customers to produce, deliver, and monetize amazing video experiences, with unequalled business agility and operational efficiency, by providing market-leading innovation, high-quality service, and compelling total-cost-of-ownership. More information is available at www.harmonicinc.com.

Forward-Looking Statements

This press release contains forward looking statements, including those related to sales levels to Comcast. These statements involve risks and uncertainties that may cause actual results to differ materially from those set forth in these statements. Among other things, an increase in the fair value of the warrants prior to vesting will require us to reduce our GAAP revenues associated with sales to Comcast; we may not achieve the milestones or minimum sales levels necessary for the warrants to vest; the income from the sales covered by the warrants may not offset the cost of the warrants; the dilutive impact of the issuance of the warrants may cause greater volatility in the trading price of our ordinary shares; and we may face adverse customer reaction to the issuance of the warrants. These factors are not intended to be an all-encompassing list of risks and uncertainties that may affect the Company’s business. Additional information regarding these and other factors can be found in the Company’s reports filed with the Securities and Exchange Commission, including its Quarterly Report on Form 10-Q for the quarter ended July 1, 2016. In providing forward-looking statements, the Company expressly disclaims any obligation to update publicly or otherwise these statements, whether as a result of new information, future events or otherwise.

All trademarks appearing herein are the property of their respective owners.

Harmonic Contact:

Blair King
Director, Investor Relations
+1.408.490.6172
blair.king@hamonicinc.com
www.hamonicinc.com