



**CTA PlugFest — October 30 – November 4, 2022
Participant Agreement**

Participating Company Name: _____

This Participant Agreement together with the substantially identical Participant Agreements executed by all Participants (as hereafter defined) (collectively, the “Agreement”) is made and entered into as of the latter of the two signature dates below (“Effective Date”) by and between Consumer Technology Association (CTA)[®], 1919 South Eads Street, Arlington, VA, 22202 USA, the company as indicated above (the “Signatory”), and all other participating companies who sign a counterpart copy of the Agreement (collectively, the “Participants”).

The PlugFest

The CTA PlugFest — October 30 – November 4, 2022 (hereinafter referred to as “PlugFest”) brings consumer electronics (CE) display and related manufacturers together at a single location to validate CE display and peripheral system interoperability. This PlugFest is targeted at CE display, DTV and related peripheral manufacturers, transmission signal providers (and related interests), content providers, and other organizations related to technologies used in the interface as well as manufacturers of connectors, devices, and test and measurement equipment that are based around the interface defined by CTA-861. At the PlugFest, various Participants, together with the undersigned Signatory may test interoperability of their products with those of other companies in attendance. CTA hosts this PlugFest and must approve all participation in advance.

No Endorsement or Guarantee

Participation in the PlugFest in no way indicates sponsorship, endorsement, or certification of this PlugFest or of any products or results displayed or tested by any Participant at the PlugFest. Signatory agrees that it will not promote its products by reference to the PlugFest, and/or any testing or other activities conducted at the PlugFest. On Signatory’s request, CTA will notify a third party (designated by Signatory) that Signatory attended the PlugFest.

Participant Confidentiality

Each PlugFest Signatory shall agree to conduct testing with at least one of the other PlugFest Participants. All other testing with other PlugFest Participants is elective. Signatory may be exposed to pre-release product information of one or more Participants that is considered confidential by such Participants. The PlugFest test activities, test results, and the pre-release product information of Participants shall be deemed the confidential information (Confidential Information) of such Participants. Likewise, the PlugFest test activities, test results, and the pre-release product information of Signatory shall be deemed the Confidential Information of Signatory. Signatory agrees that it will protect Participants’ Confidential Information from wrongful use or disclosure using the same degree of care that it uses to protect its own information of a similar nature. Signatory agrees not to disseminate, use or disclose a Participant’s Confidential Information to any other party for any purpose. Signatory acknowledges that pursuant to the terms of the Agreement, Participants are obligated to treat Signatory’s Confidential Information in the same manner that Signatory is obligated hereunder. Signatory’s obligations of non-disclosure and non-use will terminate five (5) years after it receives the Confidential Information. Notwithstanding the foregoing, a party’s Confidential Information expressly excludes information of such party rightfully in the public domain other than by a breach of a duty to the party disclosing it, rightfully received from a third party without any obligation of confidentiality, rightfully known to Signatory without any limitation on use or disclosure prior to receipt, independently developed by Signatory employees, or generally made available to Signatory without restriction on disclosure. In the event Signatory is required by law, regulation or court order to disclose any of the Confidential Information of a Participant, Signatory promptly will notify the applicable Participant in writing prior to making any such disclosure in order to allow the Participant to seek a protective order or other appropriate remedy from the proper authority. Signatory will cooperate with the

applicable Participant in seeking such order or other remedy or in defining the scope of any required disclosure. Upon written request, Signatory will return all tangible Confidential Information to the Participant who provided it, or destroy it and certify such destruction in writing.

Notwithstanding the foregoing, test results with neither company name nor product name will be shared among PlugFest Participants, copyrighted by CTA, and may be publicly disclosed by CTA to CTA standards committees or other organizations involved in supporting this interface. Signatory grants CTA the right to distribute aggregated test results without further Signatory review, so long as neither company name, product name, nor other means of identifying individual company or product performance are listed within such results. Otherwise, such results will not be provided to parties other than Signatory, Participants or their respective affiliates, employees, contractors or agents.

Signatory and Participants agree not to conduct any testing or hold any meetings at the event location during testing hours with other parties who have not registered for the event.

No Licenses Granted

Unless done so in writing, neither Signatory nor Participants grant licenses to each other (by implication, estoppel or otherwise) to any intellectual property, including without limitation, licenses to trademarks, copyrights, patents, mask works and trade secrets, as a result of participation in the PlugFest or exposure to products, test results or Confidential Information at the PlugFest.

Risks and Indemnity

Signatory agrees to indemnify, defend and hold CTA its affiliates, officers, directors, employees and agents (“Indemnified Parties”) and each Participant harmless from and against any claims to the extent arising from or connected to the Signatory’s participation in the PlugFest for, (i) any loss of or damage to any products or property of any Participant, and (ii) for any personal injury to a Participant or its employees, agents, contractors, assigns or invitees.

Given the nature of an in-person event, Participants understand and accept the risks involved in attending. Signatory agrees to assume the risks involved in possible exposure to viruses and infected persons at the event and further agree to hold the Indemnified Parties harmless from all claims, liability, damages, costs or judgments, including reasonable attorneys’ fees, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by Signatory connected to any exposure or contraction of any virus/disease while participating in PlugFest associated activities.

DISCLAIMER

SIGNATORY AND EACH PARTICIPANT MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, TEST RESULTS OR CONFIDENTIAL INFORMATION DISCLOSED AT THE PLUGFEST. SIGNATORY AND EACH PARTICIPANT SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. SUCH INFORMATION, TEST RESULTS OR CONFIDENTIAL INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO SECTION 5, IN NO EVENT SHALL CTA OR ANY PARTICIPANT HAVE ANY LIABILITY TO ANY OTHER PARTICIPANT OR ANY OTHER THIRD PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Event Cancellation

CTA, in its sole discretion, has the right to change the date or site of PlugFest or to cancel any part of PlugFest. If for any reason the PlugFest date or site changes or PlugFest is cancelled, then the sole liability of CTA is to notify Participants as far in advance as possible of such changes or cancellation.

Further, the performance of this Agreement is subject to Acts of God, war, government authority or regulations, terrorism, disaster, fire, flood, labor disputes, strikes, civil disorder, insurrection, communication line failures, power failures, curtailment of transportation, national emergency, disease or medical epidemic, pandemic or outbreaks (including COVID-19), or other similar cause or threat thereof beyond the control of the parties, making it inadvisable, commercially impracticable, illegal, or impossible to hold the event. This Agreement may be terminated for any of the above reasons without liability by written notice from CTA.

Governing Law

This Agreement shall be governed by and enforced pursuant to the laws of the Commonwealth of Virginia, without reference to its conflict of law principles.

Miscellaneous

Any party's waiver of any breach or failure to enforce any of the provisions of this Agreement at any time will not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every provision hereof. No party will assign any rights nor delegate any duties under this Agreement without the prior written consent of all other parties, which shall not be unreasonably withheld or delayed, and any such assignment or delegation without consent will be void. Participant, for itself and its employees and agents, gives consent for the participating hotel to provide CTA with reservation information to confirm that the individuals are included in the CTA room block or receiving the CTA group rate. This information will be used solely to ensure that the hotel credits CTA for room nights used by PlugFest attendees. This Agreement will be binding upon the parties' authorized successors and assigns. The parties acknowledge that breach by a receiving party of its obligations of confidentiality and wrongful use hereunder may cause irreparable harm for which remedies at law may be inadequate, and therefore such breach may entitle the disclosing party to seek immediate injunctive relief. No modification of this Agreement will be effective unless in writing and signed by all parties in the manner set forth in Section 10, below. This Agreement constitutes the complete agreement among all the parties concerning the subject matter hereof and supersedes and cancels any and all prior communications and agreements among all the parties with respect thereto.

Entire Agreement

This Agreement is intended to be executed in counterparts where each signatory to a counterpart is a Signatory undertaking promise for the benefit of all other Participants. All such counterparts signed by duly authorized representatives of the Signatory designated thereon collectively are deemed to constitute the Agreement. The parties may sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of this Agreement by facsimile will have the same force and effect as delivery of original signatures.

Signatory:

Company: _____

Company Address: _____

Signature By: _____ Date: _____

Printed Name/Title: _____

Phone #: _____ Email: _____

By CTA:

Company: Consumer Technology Association (CTA)®

Company Address: 1919 South Eads, Arlington, VA 22202

Signature By: _____ Date: _____

Printed Name/Title: _____

Please print all information clearly and E-mail to PlugFest@cta.tech

Please enter your Company Name on Page 1 and complete this page before sending **all 3 pages** of the agreement. Each Participating Company Must complete, sign and submit this entire agreement prior to testing No Later Than **October 23, 2022**.