

## March 2013 UEFI Technology Conference Plugfest Participant Agreement

This Participant Agreement (the "Agreement") is made and entered into as of the signature date below (the "Effective Date") by and between the UEFI Forum, Inc., 3855 SW 153rd Drive, Beaverton, Oregon 97006 ("UEFI") and You, and all other participating companies who sign a counterpart copy of the Agreement. Throughout this Agreement, "Participant(s)" shall collectively refer to You, and each of the other participating companies in the Event.

**1. The Event.** The UEFI Technology Conference Plugfest ("Event") brings all event participants together at a single location to validate PC system manufacturers, computing platform manufacturers, card manufacturers, and test tool manufacturers. At the Event, various companies, including the undersigned Participant may test interoperability of their products with those of other companies in attendance.

**2. No Endorsement or Guarantee.** Participation in the Event in no way indicates sponsorship, endorsement, or certification of this Event or of any products displayed or tested by any Participant at the Event. You agree to allow UEFI to use your company's name in general press releases about the Event, when listing companies involved, unless UEFI receives a written request, prior to the end of the Event, to exclude you from such press releases.

**3. Confidentiality.** You may elect to conduct testing of Your products with other Participants. You may be exposed to pre-release product information of Participants. You agree to treat the test activities, the test results, and the pre-release product information as confidential information ("Confidential Information") and to refrain from disseminating or disclosing the same to others, except to Your employees having a need to know the Confidential Information, without express written permission of the Participant who disclosed it. Any Participant documentation including Confidential Information distributed at the Event must be clearly marked as such in some manner. Except as expressly provided for herein, the obligation of non-disclosure (i) by You of Confidential Information received by You from another Participant(s) hereunder will terminate five (5) years after receipt of the Confidential Information; and (ii) by a Participant of Your Confidential Information received by such Participant hereunder will terminate five (5) years after receipt of the Confidential Information. Your obligation of non-disclosure ceases when such Confidential Information rightfully becomes publicly known 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 You without any limitation on use or disclosure prior to receipt, independently developed by Your employees, or generally made available to You without restriction on disclosure. Upon written request, You will return all tangible Confidential Information to the Participant who provided it or destroy it and certify such destruction in writing.

**4. No Licenses Granted.** Unless done so expressly in writing, Participants grant no licenses to each other or to UEFI (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 Event or exposure to products, test results or Confidential Information at the Event.

**5. Temporary UEFI Software Licenses.** UEFI may temporarily license certain software test suites to You to reproduce such suites as may be necessary solely for purposes of testing Your products at the Event. You agree to return these test suites to UEFI at the conclusion of testing and You will retain no whole or partial copies of the test suites unless UEFI gives You an express written license to do so.

**6.** If You provide or distribute any software at the Event, the use terms and/or the end user license agreement provided or distributed with such software will govern the use of the software, and in the event of any conflict with the terms of this Agreement, such use terms and/or other license agreement will control.

**7. No Commitment. No Proprietary Rights once Disclosed.** This Agreement imposes no obligation or commitment on UEFI to take any action upon items expressed at the Plugfest, including, but not limited to, those statements articulated within a roundtable discussion, or like event session, and other Plugfest events in which members from any one or more of the every level of UEFI membership level participate. Furthermore, each Participant agrees that Participant retains no proprietary right to the content of any disclosure once made openly at the Plugfest, such as a disclosure made during a roundtable discussion,

or like event session. Should Participant be an individual representing an Adopter company, the acceptance of any disclosures by the Adopter is not covered by the Adopter Agreement.

**8. Official UEFI Statements.** No Participant shall have any authority to speak on behalf of UEFI as an official "UEFI Voice." Any Participant speaking or otherwise participating at the Plugfest does so as an individual or on behalf of the company the Participant represents, but not as an official "UEFI Voice."

**9. DISCLAIMER.** NEITHER UEFI NOR ANY PARTICIPANT MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, TEST RESULTS OR 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.

**10. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO SECTIONS 3, IN NO EVENT SHALL UEFI 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.

**11. Governing Law.** The terms and conditions of this Agreement to participate in the Event are governed by the laws of the State of Washington, without reference to its conflict of law principles. By signing below, You acknowledge that You have read the UEFI Technology Conference Plugfest Participant Agreement, understand the terms and conditions necessary for participation, agree to adhere to such terms and conditions and are authorized to sign on behalf of Your organization.

Printed Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City/State/Zip/Country: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_