

VESA DisplayPort PlugTest – September 2019

Participant Agreement

This Participant Agreement (“Agreement”) is made and entered into as of the signature date below (“Effective Date”) by and among Video Electronics Standards Association (VESA), 1754 Technology Drive, Suite 238 San Jose, CA 95110 USA, You, and all other participating companies who sign a counterpart copy of the Agreement. Throughout this Agreement, “Participant(s)” shall collectively refer to You, each participating company and VESA.

1. The Event

The VESA PlugTest September 30 to October 3, 2019 brings both PC and CE display related manufacturers together at a single location to validate PC and CE system interoperability. This PlugTest is targeted at computing platform manufacturers, independent add-in card manufacturers, display manufacturers, connector manufacturers, device manufacturers, and test and measurement manufacturers that are based around the DisplayPort interface. At the PlugTest, various companies, including the undersigned Participant may test interoperability of their products with those of other companies in attendance. VESA hosts this PlugTest.

2. No Endorsement or Guarantee

Participation in the PlugTest in no way indicates sponsorship, endorsement, or certification of this PlugTest or of any products or results displayed or tested by any Participant at the PlugTest. You agree that You will not promote Your products by reference to the PlugTest, and/or any testing or other activities conducted at the PlugTest.

3. Confidentiality

You may elect to conduct testing of Your products with VESA member companies or 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 and to refrain from disseminating or disclosing the same to others not participating in the PlugTest. Your obligation of non-disclosure will terminate five (5) years after You receive the Confidential Information. Your obligation of non-disclosure ceases when such Confidential Information is 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 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. But all PlugTest results will be shared among Participants, however, such results are not to be provided to any individuals or company not participating in the PlugTest. Test results without company name and product name are VESA proprietary information and will be used by VESA in future and currently proposed VESA standards.

4. Residuals

Notwithstanding anything herein to the contrary other than the confidentiality provisions hereof, Participant may use Residuals for any purpose, including without limitation use in development, manufacture and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, copyrights or other intellectual property rights of the disclosing party. The term “Residuals” means any information retained in the unaided memories of Participant’s employees who have had access to the disclosing party’s Confidential Information pursuant to the terms of this Agreement. An employee’s memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

5. No Licenses Granted

Unless done so in writing, Participants grant no 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 PlugTest or exposure to products, test results or Confidential Information at the PlugTest.

6. DISCLAIMER

PARTICIPANTS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, TEST RESULTS OR CONFIDENTIAL INFORMATION DISCLOSED AT THE PLUGTEST. PARTICIPANTS 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.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL 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.

8. Governing Law

The terms and conditions of this Agreement to participate in the PlugTest are governed by the laws of the State of California without reference to its conflict of law principles. By signing below, You acknowledge that You have read the PlugTest Participant Agreement, understand the terms and conditions necessary for participation, and agree to adhere to them.

(English)

Printed Name _____

Company _____

Title _____

Company Address _____

Signature _____ Date _____

Please print all information clearly and fax to 408-689-0976 or scan and email to

moderator@vesa.org

Each COMPANY must complete and sign this agreement prior to testing.