



UNH-IOL Test Event NDA

BACKGROUND AND PURPOSE. The University of New Hampshire InterOperability Laboratory (UNH-IOL) invites the undersigned (“Guest”) to attend the UNH-IOL 10BASE-T1S PlugFest (“Event”), which is planned to take place at the UNH-IOL Host-Site located at 21 Madbury Road, Suite 100 Durham, NH, starting on October 30, 2023 and ending on November 3, 2023. The purpose of the Event(s) is to allow guests to test the interoperability of Guest’s own products with products of other guests attending the Event(s) (“Purpose”). The UNH-IOL will take an active role, as defined in Exhibit A, in managing, planning and participating in the Event, and will be bound by the terms of this Agreement. To facilitate the planning and reporting for this Event, the UNH-IOL will host teleconference calls which will operate under the structure of this agreement (this “Agreement”). Guest, and the UNH-IOL may be referred to herein individually as a “party” and collectively as the “parties”.

CONFIDENTIALITY. (a) The receiving party of the Confidential Information (as defined below) (each a “Recipient”) must treat as confidential all information received at the Event or concerning activities taking place during the Event, including, but not limited to, the Guests, all test activities and test results, and all other guests’ respective information disclosed during the Event to the Recipient concerning their research, experimental work, development, design details and specifications and engineering information as confidential information (“Confidential Information”). The Recipient shall treat all Confidential Information of the disclosing party (each a “Discloser”) with the same degree of care as the Recipient accords to its own confidential information, but in no case less than reasonable care. The Recipient shall use such Confidential Information for the sole purpose of testing the interoperability of the Recipient’s own products with other guests’ products. The Recipient shall not disclose Confidential Information of the Discloser to any person or entity other than Recipient’s officers, employees, consultants, and, [in the case of UNH-IOL, student interns and employees participating in the Event], (collectively, “Covered Persons”), who have a need to know and are given access to such Confidential Information for the sole purpose of testing the interoperability of the Recipient’s own products with other guests’ products and who have entered into written confidentiality agreements with the Recipient which protect the Confidential Information of Disclosers to the same extent required of the Recipient by the provisions of this Agreement.

(b) Notwithstanding the foregoing, the Recipient will not be liable for the disclosure of and in no event is information Confidential Information if it (a) was in the Recipient’s possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Recipient; or (d) is independently developed by the Recipient without use of the Discloser’s Confidential Information.

LIMITATIONS ON USE. The Recipient shall use the Discloser’s Confidential Information solely for the Purpose described above. Disclosure by the Discloser of its Confidential Information does not constitute a grant to the Recipient of any right or license to the Discloser’s Confidential Information, except as set forth herein.



REQUIRED DISCLOSURES. Nothing in this Agreement shall be construed to prevent the Recipient from disclosing Confidential Information pursuant to an order of a court or other governmental authority of competent jurisdiction, as long as the Recipient promptly notifies the Discloser of its obligation to disclose and provides reasonable cooperation to the Discloser in any efforts to contest or limit the scope of such order or subpoena.

NO WARRANTY. All Confidential Information is provided “as is.” Neither party makes any warranties, expressed or implied, regarding its Confidential Information’s accuracy, completeness, suitability or performance.

COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws while attending or participating in each Event, including antitrust laws. Without limitation, Guest agrees not to disclose or exchange information relating to Guest’s current or projected product pricing (including price changes, price differentials, markups, discounts, allowances and terms and conditions of sale (including credit terms, etc.)) or data that bear on prices (including profits, margins or cost), expected purchasing requirements, sales plans, marketing plans, business forecasts or any other topic that relates to a party’s ability or plans to compete.

OWNERSHIP OF CONFIDENTIAL INFORMATION AND OTHER MATERIALS. All Confidential Information and any Derivatives thereof remain the property of the Discloser and no license or other rights to Confidential Information is granted or implied hereby. Confidential Information includes all summaries and abstracts of the same. “Derivatives” shall mean, for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted.

OWN RISK. Notwithstanding the provisions of this Agreement, Guest agrees that participation in any activities at the Event(s) is solely at Guest’s own risk. IN NO EVENT WILL GUEST HAVE ANY LIABILITY TO UNH-IOL, ANY OTHER GUEST OR ANY OTHER THIRD PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY DIRECT, 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 WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

NO LICENSES GRANTED. No licenses are granted by Guest to any other party to any of Guest’s intellectual property, and no licenses are granted by any other party to Guest for such other party’s intellectual property, as a result of their signing this Agreement and/or their participation in the Event(s), by implication, estoppel, or otherwise. Intellectual property shall include, without limitation, trademarks, copyrights, patents, mask works and trade secrets.

TERMINATION. (a) Except for the Confidentiality provisions set forth above, this Agreement shall terminate upon the Termination Date set forth above. The party’s obligations concerning



Confidential Information disclosed during the term of this Agreement will survive any termination as provided in Section (b) below.

Guest must inform the UNH-IOL in writing/via email (3) three weeks prior to the event date if they need to cancel their participation. If Guest doesn't inform the UNH-IOL of their desire to cancel (3) three weeks prior, Guest will be responsible for full payment of the event.

(b) Subject to the exceptions in Section (b) of the confidentiality provisions set forth above, the confidentiality obligations in this Agreement will bind the Recipient for each disclosure for three years from the receipt of Confidential Information.

GENERAL.

Export Control. Each party covenants and warrants that it will not disclose to the other any information that contains information, technology or data identified on any U.S. export control list, including the Commerce Control List at 15 CFR 774 and the U.S. Munitions List at 22 CFR 121, unless and until it obtains the written consent of the other party. In the case of UNH, the written consent must be executed by UNH's Director of Sponsored Programs Administration.

No Agency or Future Commitment. The parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement, and each party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.

Entire Agreement/Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

Assignment. This Agreement may not be assigned by either party without the other party's prior written consent.

Severability. The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and the provision shall be reformed to be enforceable and reflect as closely as possible the intent of the original provision.

Waiver. Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.

Governing Law. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the state of New Hampshire.

Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.



Appendix A

The purpose of the UNH-IOL 10BASE-T1S PlugFest is to improve the interoperability of the 10BASE-T1S ecosystem. Testing will include 10BASE-T1S nodes and test channels per a test plan mutually agreed to by Guests. All testing performed by UNH-IOL will be reported to the Guests under this NDA. As and if mutually agreed, any anonymous data used for a whitepaper, webinar, or similar activity will be mutually agreed by all Guests in the event. In order to participate in this event, a company must be providing products consistent with the matrix of testing described above. Companies cannot attend with the intention of observing and not providing products, unless all event Guests agree, in writing, by September 29, 2023 to allow a public observer period for the event, to be held in a limited window of time to be determined during the period of the event.

ROLES

The UNH-IOL will be responsible for:

- Equipment list gathering
- Final definition of testing based on discussions during the teleconference calls
- Oversight of testing
- Confidential record keeping
- Prepare non-anonymous test matrix of results involving Guest's product.
- Prepare anonymous test matrix results reporting for Guests.
- Meeting Event logistics
- Providing the NDA
- Prepare any joint event press release draft for review of all Guests
- Prepare any whitepaper, or anonymous report, of test results, as and if requested by the Guests.

The Guest will be responsible for:

- Prototype equipment for testing
- Support of the equipment at the event
- Reviewing and approving any joint event press release.
- Reviewing and approving any whitepaper or anonymous report issued from the event's activities.



IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as written below.

GUEST (Participating Company)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

UNIVERSITY OF NEW HAMPSHIRE INTEROPERABILITY LABORATORY

Signature: _____

Name: _____

Title: _____

Date: _____