

## AVNU ALLIANCE

### **Plugfest Event Confidentiality Agreement for Observers**

As part of its activities, Avnu Alliance (“**Avnu**”) periodically hosts “plugfests” for its Participants (as defined in the Bylaws of Avnu) in which Avnu and/or its vendors create a multi-Participant networked environment that allows them to evaluate the compatibility of their products with the products of other Participants and to improve the overall conformance and interoperability of those products. Avnu may from time to time invite representatives of non-Participants (those entities that are not currently Participants of Avnu) to attend an Event (as defined below) as an observer (“**Observer**”). This agreement (the “**Agreement**”) applies to each plugfest event that Avnu hosts during the term of this Agreement (the “**Event**”) to which the Observer is invited, and provides for the confidential and proprietary treatment of the information that Observer may have access to during its observation of such Events. Observer is required to enter into the Agreement as a condition to attending an Event.

As a condition of being an Observer and attending an Event, Observer hereby agrees that any information about the performance or compatibility of the products of each Participant at the Event is that Participant’s confidential and proprietary property. Observer agrees that it will not disclose this proprietary information or report any problems encountered by Participants with the testing of their products during the Event, which it learns of as an Observer or during Observer’s attendance at an Event, to any third party. Observer’s nondisclosure obligation will continue for a period of two (2) years after the last day of the Event. Observer shall have no obligation to maintain as confidential any information that (a) now or hereafter becomes generally known or available to the public through no fault of the Observer (b) is knowingly furnished to others by the disclosing party without restrictions on disclosure, (c) is received from a third party who is not under a contractual obligation to treat the information as confidential, or (d) is independently developed by Observer without access to the information obtained by Observer at the Event.

Without limitation, Observer shall not seek through its access to the Participants’ products at the Event to obtain confidential or proprietary information concerning those products. Observer shall not remove any Participant’s product or any portion thereof, including, without limitation, any software scripts, software code, or software images from the Event.

Observer shall ensure that its employees, contractors, subcontractors or agents attending the Event shall comply with the confidentiality and use restrictions set forth herein.

In addition, the Observer is required to adhere and comply with the following rules and requirements as a condition of attending the Event and any violation of these rules and requirements may result in Observer being asked to leave the Event or subject the Observer to liability: (1) Observer shall have entered into the “Plugfest Confidentiality Agreement for Observers” prior to observing any portion of the Event; (2) Observer shall only be permitted only to attend those portion of the Event that Avnu designates as being available to the observers, which observation would exclude the introductory section or any section of the Event where sensitive information is shared by Avnu with the Participants; (3) Observer shall be escorted by a representative of Avnu throughout the entirety of its visit to the Event; (4) Observer shall be prohibited from taking photographs with or by any means during the Event; (5) Observer shall wear a badge at all times during the time they are observing the Event; and (6) Observer shall follow all written and verbal instructions and policies while they are observing the Event.

Observer’s obligations under this Agreement shall commence upon its execution and shall continue until either Observer or Avnu terminates it by delivering written notice to the other party. Observer agrees that it shall not attend any other plugfest event hosted by Avnu unless officially invited by Avnu in writing (email is sufficient), and in no circumstances after the termination of this Agreement without executing a confidentiality agreement for that event in a form that is satisfactory to Avnu. Observer’s post-termination obligations under this paragraph shall survive the termination of this Agreement indefinitely.

Observer’s confidentiality obligation hereunder with respect to each Event shall survive the termination of this Agreement for the period that is applicable to that Event, as stated above.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as applied to agreements entered into and fully performed therein by residents thereof. It may only be modified or amended through a writing that is signed by Observer and Avnu. No waiver shall be effective unless in writing and a written waiver shall be effective only with respect to the specific matter for which it was granted and no other.

The person signing below on behalf of Observer warrants that he or she has been duly authorized to execute this Agreement on Observer’s behalf.

Date: \_\_\_\_\_

Observer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_