



Trusted Computing Group Plugfest Participant Agreement

The Trusted Computing Group ("TCG"), a non-profit corporation established under the laws of the State of Oregon in the United States of America, is an industry standards organization that aims to enhance the security of the computing environment across multiple platforms and devices. The objectives and activities of TCG are described on its Website at www.trustedcomputinggroup.org.

TCG develops and publishes technical specifications ("Specifications") and design guides related to its objectives. These are adopted and made public by the TCG Board of Directors following consultation with the TCG Members, according to procedures laid down in the TCG Bylaws and other governing documents.

This TCG Plugfest Participant Agreement (the "Agreement") is made and entered into as of the signature date below (the "Effective Date") by and between Trusted Computing Group, 3855 SW 153rd Drive, Beaverton, Oregon, 97003 ("TCG") 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, each of the other participating companies, and TCG.

Scope and Event

This Participation Agreement covers all Confidential Information (as defined below) disclosed by any Participant in connection with a TCG Plugfest (the "Event").

The Event brings all Plugfest participants together at a single location to validate products from storage vendors, independent software vendors and original equipment manufacturers, PC system manufacturers, computing platform manufacturers, disk drive manufacturers and test tool manufacturers that use the TCG Specifications. At the Event, various companies, including the undersigned Participant, may test the interoperability of their products with those of other companies in attendance. TCG as an organization is in no way responsible for the testing results.

No Endorsement or Guarantee

Participation in the Event is voluntary and in no way indicates any sponsorship, endorsement, guarantee or certification of this Event or of any products displayed or tested by any Participant at the Event. You agree to allow the sponsors of the Event to use your company name in general press releases about the Event, when listing companies involved, unless You deliver to the sponsors a written request, prior to the end of the Event, to exclude your company name from such press releases.

Confidentiality

This Agreement supplements and does not supersede the confidentiality and nondisclosure provisions of the TCG Bylaws and TCG Liaison Program Participation Agreement.

You may elect to conduct testing of Your products with other Participants at the Event. You may be exposed to pre-release product information of Participants, and You may have access to test results from the Event. You agree to treat the test activities, the test results, and the pre-release product information of other Participants as confidential information ("Confidential Information") and to refrain from disseminating or disclosing the same to others, except to Your employees or independent contractors having a need to know the Confidential Information in order to perform their duties for You, unless You obtain express written permission of the Participant who disclosed it. Your obligation of non-disclosure with respect to any Confidential Information will terminate five (5) years after You receive that Confidential Information. Your obligation of non-disclosure will cease before that date at such time that any of the following occurs: when such Confidential Information is rightfully in the public domain other than by a breach of a duty to the party disclosing it, or is rightfully received from a third party without any obligation of confidentiality, or is rightfully known to You without any limitation on use or disclosure prior to receipt, independently developed by Your employees or independent contractors, or is 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.

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/or trade secrets, as a result of participation in the Event or exposure to products, test results or Confidential Information at the Event.

Risk and Indemnity

Participants accept all risk and responsibility for, and agree to indemnify, defend and hold all other Participants harmless from and against, (i) any claims for any loss of or damage to any

products or property of, and (ii) for any personal injury to, any other Participant or its employees, agents, contractors, assigns or invitees, arising out of participation in the Event, except to the extent any such claims may be directly and solely attributable to the gross negligence and/or willful or criminal fault of any other Participant.

DISCLAIMER

PARTICIPANTS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, PRODUCTS, TEST RESULTS OR CONFIDENTIAL INFORMATION DISCLOSED AT THE EVENT. 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, PRODUCTS OR CONFIDENTIAL INFORMATION ARE ALL PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY STATED IN SECTION ABOVE ON "RISK AND INDEMNITY," 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.

Governing Law

The terms and conditions of this Agreement to participate in the Event are governed by the laws of the State of Oregon, without reference to its conflict of law principles.

Authorization

By signing this Agreement as an authorized representative, You acknowledge that You have read the Trusted Computing Group Plugfest Participant Agreement, understand the terms and conditions necessary for participation, and agree to adhere to them.

Signature and Contact Information

Participant		Date:	
Company:	_____		_____
Contact			
Name/Title:	_____		
Contact Address:	_____		

Telephone Number:	_____	Fax Number:	_____
	(Please Include Country Code where appropriate)		
Email Address:	_____	Web Page URL:	_____
Signature of		Date:	
Authorized			
Representative:	_____		_____
Printed Name/Title:	_____		_____

Acceptance on behalf of Trusted Computing Group, an Oregon Non-Profit Corporation

By: _____

Name:

Position:

All inquiries and notices should be directed to the TCG Administration:

Trusted Computing Group Administration

3855 SW 153rd Avenue

Beaverton, OR USA 97003

admin@trustedcomputinggroup.org

Phone: +1 (503) 619-0562; Fax: +1 (503) 644-6708