

**Broadband Forum PON Plugfest
Hosted by LANPARK**

July 7 – July 11, 2025

Nondisclosure Agreement

NONDISCLOSURE AGREEMENT

LANPARK offers opportunities for the vendor community to participate in Plugfest events to demonstrate progress towards compliance with Broadband Forum specifications, and interoperability between OLTs and ONUs with respect to Broadband Forum test plans and test cases.

By its nature, participation in Broadband Forum Plugfest is not confidential to the extent that materials can be viewed by others and retained in memory. Participants in the Plugfest ("Participants") may have an interest in preventing other participants ("Other Participants") from copying or using their software and content ("Plugfest Materials") outside of the context of the Plugfest beyond the protections provided for in this Agreement. **Participants are free to license, or otherwise make available, their software and content to each other, or any party, under private agreements as they see fit.**

By participating in Broadband Forum Plugfest event, Participant agrees on behalf of itself, its organization, and any employees or agents, to the following terms and conditions with respect to Participant's Plugfest Material, as well as Plugfest Material of Other Participants.

1. No Warranty for Participant's Plugfest Materials.

PLUGFEST MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PARTICIPANT HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NO DAMAGE TO DEVICES OR CORRUPTION OF DATA OR SOFTWARE, OR NONINFRINGEMENT.

Ownership: No Other License Granted. As between Participant, LANPARK, and any Other Participant, the Plugfest Materials provided by Participant are the exclusive property of Participant, and all right, title and interest shall remain with Participant. Participant grants no rights to any party other than those expressly granted above.

2. Use of Other Participant's Plugfest Materials.

2.1 Participant agrees that any use of Other Participant's Plugfest Materials, if any, is strictly limited to use of such Plugfest Materials within the scope of the license granted above by such Other Participants. Specifically, Participant agrees that no use or copying of Plugfest Materials of Other Participants is allowed outside of the current LANPARK Plugfest event or outside of the LANPARK facility.

2.2 Participant agrees to delete and destroy any tangible copies (including captured streams, copies, CDs, DVDs, etc.) of each Other Participant's Plugfest Materials prior to the end of the Plugfest event, and not to remove any such copies from the LANPARK facility.

2.3 Participant shall not remove, distort, relocate, resize, or otherwise modify in any way any notices that appear on the Plugfest Materials of Other Participants.

2.4 Participant shall not reverse engineer, disassemble or decompile the Plugfest Materials of Other Participants or alter, modify, or enhance the Plugfest Materials of Other Participants, in whole or in part.

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3. Third party Beneficiaries. Participant agrees that each Other Participant is a third-party beneficiary of this Agreement with respect to the Plugfest Materials provided by such Other Participant.

4. Limitation of Liability. PARTICIPANT JOINS THE PLUGFEST AT ITS OWN RISK. EXCEPT FOR INTENTIONAL OR WILLFUL BREACHES OF THIS AGREEMENT, NO PARTY NOR BROADBAND FORUM SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD-PARTY BENEFICIARY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF DATA, CORRUPTION OF SOFTWARE, OR LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF THE LEGAL BASIS OR THEORY OF SUCH CLAIM. AND, EXCEPT FOR INTENTIONAL OR WILLFUL BREACHES OF THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER, OR ANY THIRD PARTY, WITH RESPECT TO ANY CLAIM PERTAINING TO THIS AGREEMENT, IN AN AGGREGATE AMOUNT IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000). THIS SECTION DOES NOT IN ANY WAY LIMIT THE AVAILABILITY OF ANY INJUNCTIVE RELIEF THAT MAYBE SOUGHT AGAINST PARTICIPANT BY LANPARK OR ANY THIRD-PARTY BENEFICIARY UNDER THIS AGREEMENT.

Notwithstanding the foregoing, Participants will indemnify and hold harmless LANPARK and the Broadband Forum from and against any and all claims, allegations, liabilities, damages, losses, costs and expenses (including but not limited to attorneys' fees and related costs) incurred in connection with their own decisions, equipment, and actions at the PON Plugfest, and any violation of the export laws or regulations, or other applicable laws by such Participant or its employees or representatives in connection with such participation.

REMEDIES/INJUNCTIVE RELIEF. AMONG OTHER REMEDIES, BREACH OF THIS AGREEMENT MAY RESULT IN LANPARK BARRING PARTICIPANT FROM PARTICIPATING IN FUTURE LANPARK INTEROPS. IN ADDITION, THE PARTICIPANT ACKNOWLEDGES THAT MATERIAL BREACH OF THIS AGREEMENT WILL CAUSE LANPARK, AND/OR THE THIRD-PARTY BENEFICIARIES, TO SUFFER IMMEDIATE AND IRREPARABLE HARM, DAMAGE FOR WHICH MONEY ALONE CANNOT FULLY COMPENSATE. PARTICIPANT THEREFORE AGREES THAT UPON SUCH MATERIAL BREACH, LANPARK OR ANY THIRD-PARTY BENEFICIARY SHALL BE ENTITLED TO ENTRY OF A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION OR OTHER INJUNCTIVE RELIEF, WITHOUT POSTING ANY BOND OR OTHER SECURITY, COMPELLING PARTICIPANT TO COMPLY WITH THE OBLIGATIONS HEREUNDER.

5. Exports. The Broadband Forum and LANPARK requests that all participating companies comply with local (France and European Union) import and export administration rules.

6. Publication and Press Release. Participant, on behalf of itself and its officers, employees and agents, agrees that any and all news ("News") about participation in the event and/or the event itself with Broadband Forum in the event is under embargo until either a) The Broadband Forum notifies Participant that the embargo has been lifted or b) The Broadband Forum or LANPARK issues a press release, or other public announcements, which identifies the guest's participation in the event. News about the event includes, but is not limited to, the Participant's own participation in the event, the names of the other participating companies in the event, demonstration information and any details relative to event activity.

7. LANPARK Rules of Engagement.

The laboratory(ies) to which Participant has access is/are a controlled environment made available to Participant by LANPARK for testing interoperability with other manufacturers' equipment. This testing gives manufacturers the advantages of working together to test interoperability while limiting access to sensitive or proprietary information.

Following these Rules of Engagement is necessary to ensure successful testing and to maintain the integrity of the process. These rules apply to any individuals representing a Participant during the Plugfest at LANPARK.

Participants participating in any interoperability event **must not** (*either before, during or after the scheduled interoperability event*):

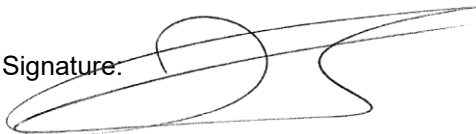
- Access any other manufacturers' equipment or other facilities at LANPARK without expressed written permission from an authorized LANPARK' project manager.
- Discuss any other manufacturer information and/or interoperability problems with third parties or the press without LANPARK' prior written authorization.
- Reveal other manufacturers' test results, either directly or implicitly, to his/her own company, third parties or the press.
- Share or copy confidential information or intellectual property other than in accordance with the applicable nondisclosure (access) agreement.

LANPARK will advise Participant's legal department of any violation of these rules. LANPARK reserve the right to bar certain Participants and/or its personnel who violate these rules. LANPARK may take legal action against those who violate these rules. In addition, violators of the above Rules of Engagement may be subject to civil and criminal legal actions from other manufacturers.

8. This Agreement shall be governed by the laws of France, excluding its conflict of laws and choice of law rules.

LANPARK SAS

Signature:



Printed: Thierry Doligez

Title: General Manager

Date: April 28, 2025

Participant (Company Name)

Signature: _____

Printed: _____

Title: _____

Date: _____