

# Virtual USB Developer Days Asia Exhibitor/Sponsor Agreement

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

This Agreement becomes effective when it is signed and accepted by USB Implementers Forum (“USB-IF) provided that the required fee is paid by the above named Company. This Agreement applies to Company’s participation as an Exhibitor of the USB Developer Days, currently scheduled for November 23-December 4, 2020 (the “Event”).

Company (hereafter “Participant”) shall release, and Participant shall also defend, indemnify and hold USB-IF (hereafter “Organizer”) harmless from and against, any and all claims, suits, actions, damages or liabilities on account of or based upon injury to any person, including death (and including specifically, but not limited to, injuries or death suffered by employees of Participant), or loss or damage to property (including without limitation data) that arises in connection with Participant’s participation in the Event.

Participant shall indemnify and hold Organizer harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim that any content, materials, equipment, devices, processes or dramatic right furnished to or used by Participant during the Event infringe any copyright, patent, trade secret or other proprietary right held by any third party.

The foregoing indemnification shall include reasonable costs, expenses, and attorney’s fees incurred in the defense of such indemnified claim, or incurred in connection with successfully establishing the right to indemnification hereunder.

Organizer assumes no liability for loss, damage, or disappearance of any property, including computer equipment and peripherals or data, used by Participant in connection with their participation. Participant agrees to assume risk of loss for its property and agrees to waive any and all claims and hold Organizer harmless from and against any loss of, damage to, or disappearance of such property.

Organizer assumes no responsibility or liability for the acts of any contractor selected or utilized by itself or the event platform provider, EventMobi.

Organizer has the authority to assign or reassign space (which, in the case of a virtual event, may mean within a virtual event space as may be available on the applicable event platform), determine articles and methods to be used for display of items, determine location of Participant

and agent identification in stands (or within applicable virtual event space), and has overall decision authority concerning all matters relating to the USB Developer Days and all Participants.

Participant acknowledges and agrees that it may be subject to additional rules or procedures for uploading or other provision of content for the virtual event space by the event platform provider; and Participant agrees to comply with such rules and procedures. Participant acknowledges and agrees that it is responsible for providing such content in formats or by such methods suitable for use on the event platform and that it is responsible for providing its own equipment, Internet or similar access, and the like for its uploading of such content and/or use of any real-time activities such as chat, video conferencing, or the like (if applicable and if made available by the event platform provider). Organizer assumes no responsibility or liability for Participant's equipment, Internet access, or the like, including without limitation regarding whether such equipment or Internet access is sufficient for Participant's intended use of the virtual event space.

Pop-up displays and other booth elements are not permitted in the USB Developer Days. The integration of custom exhibits requires prior approval by the USB-IF.

Participant grants Organizer the right to use Participant's name and logo in connection with the promotion and production of the Event.

Although Organizer will make reasonable efforts to facilitate a successful Event, it does not guarantee in any way the attendance at, or the success of any Participant in, the USB Developers Days, and it makes no representations regarding the likelihood that the Event will be successful or well attended.

USB-IF shall have the right to cancel the USB Developer Days with or without cause, at any time. In the event USB-IF cancels, USB-IF will provide a full refund of the Participant fee. If the Participant cancels this Agreement, in writing, on or before November 10, 2020, USB-IF will refund the Participant fee, less a 50% cancellation fee. If the Participant cancels this Agreement after November 10, 2020, USB-IF will make no refund. Cancellations must be made in writing and delivered to USB-IF, 3855 SW 153<sup>rd</sup> Drive, Beaverton, OR 97003 U.S.A. or faxed to 1-503-644-6708.

As a condition of participating, Participants are required to provide the information requested in Appendix A as is available at the time of execution of this Agreement. Any modifications to this information must be communicated to the USB-IF in writing to [admin@usb.org](mailto:admin@usb.org) no later than 20 days prior to the opening day of the Event, and the information supplied must be acceptable to USB-IF and consistent with the terms and conditions of this Agreement.

If Participant's end product bears a logo or marking from another company, Participant is required to obtain all necessary written permission to display the given product.

Participation is limited to USB-IF members that are in good standing as of the date of the Event, but being a member does not automatically qualify the member to participate in the event as a Participant. Participation is also limited to proposed Participants that meet the criteria established by the USB-IF for participation and is subject to space availability.

Participation as a sponsor/exhibitor in this USB-IF sponsored Event is limited to companies that agree to promote, display, and advertise only products based upon and supported by a USB-IF approved specification. The promotion, display or advertisement of products or technologies at the Event that are either not based on or supported by a USB-IF specification, or that purport to implement USB-related technologies that extend beyond the scope of approved USB-IF specifications, is strictly prohibited. Participant may not promote, display or advertise any product or technology that USB-IF does not endorse, promote, advertise, or support. USB-IF may refuse permission to exhibit any materials, products or services that USB-IF deems prohibited by this

requirement, or that USB-IF otherwise deems objectionable, unsuitable, or inconsistent with the goals of the Event.

By signing this Agreement, the undersigned agrees to the above terms and conditions. The undersigned further agrees that USB-IF may immediately terminate this Agreement and revoke the undersigned's right to participate as a Participant and reallocate the Participant's exhibition space for any violation of these terms and conditions, and that a violation may disqualify the undersigned from the privilege of continuing participation in the Event and of participation in future Events. If Organizer terminates this Agreement because of Participant's breach of a term or condition, the Participant is not entitled to any refund of fees.

This Agreement shall be governed by the laws of the State of California and Participant consents to jurisdiction and venue in the state and federal courts sitting in the State of California. Venue for the arbitration shall be San Francisco, California USA.

**I have read this USB Developer Days Exhibitor Agreement and I am authorized to enter into this Agreement on behalf of Participant. I understand the terms and conditions necessary for participation and agree to adhere to them. I agree that acceptance of this Agreement is determined solely by USB-IF in its discretion, and I, on behalf of Participant, agree to abide by its decision and further agree that Participant may not contest, appeal or take action, legal or otherwise, or in any way seek to overturn or change that decision.**

**Please acknowledge Participant's acceptance of this Agreement by signing in the space below and returning it to USB - IF at 3855 SW 153<sup>rd</sup> Drive, Beaverton, OR 97003 U.S.A.**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name (please Print): \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix A

As a condition of participating in this Event, Participants are required to provide the information requested below as available at the time of execution of this Agreement. Any modification to the information must be communicated to the USB-IF in writing to [admin@usb.org](mailto:admin@usb.org) no later than 20 days prior to the opening day of the Event.

1. Please provide a list of the products and technology solutions you will display in your exhibit space at this Event including the features and benefits of each.

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2. Please provide via email a proof of all signage (physical or virtual) you plan to print/display in your booth. The USB-IF must pre-approve all signage and has the right to refuse permission to exhibit any signage, materials, products or services that USB-IF deems prohibited by the terms of this agreement, or that USB-IF otherwise deems objectionable, unsuitable, or inconsistent with the goals of the Event.

Digital proof of signage to be displayed in booth – send to [admin@usb.org](mailto:admin@usb.org)