

MPLS and Ethernet World Congress Multi-Vendor Interoperability Event 2009

Contract

Please sign and fax to

EANTC AG
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10587 Berlin

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Interoperability Demonstration Contract

EANTC AG ("Organizer") organizes MPLS and Ethernet Interoperability Demonstrations at the MPLS and Ethernet World Congress 2009 conference ("Demonstration") to promote related Carrier Ethernet and MPLS specifications and interoperability. The Vendor ("Participant") hereby applies for participation. The parties agree to abide by all of the terms and conditions of this Agreement.

The Demonstration is intended to present cooperative, multi-vendor solutions related to MPLS and Ethernet technologies by demonstrating applications selected jointly by participants and through the creation of multiple Demonstrations that consist of equipment and services located in the interoperability area containing the demo.

1. Participant Name and Contacts

Please specify details for the participating company and each of the participating business units covered by this contract. Multiple business units of one vendor can send a joint application form if they share the same billing address so that EANTC needs to send out only one invoice. Otherwise please send separate participation forms.

Each Participant in the Demonstration is requested to provide one primary marketing, administrative/financial, and technical contact. PR contacts are optional. These names will be used as primary contacts for all correspondence. It is the Participant's responsibility to inform EANTC of any contact change. Please list the contacts below:

Company Name (full legal name)	
Address	
City, State, ZIP Code	
Country	

Participating Device Types – Please list each class of your devices participating in the event (e.g. core routers, aggregation switches, CPE devices). There is no limit on the number of devices of the same type.

Device Type 1		Fees: EUR 8,000
Device Type 2		Fees: +EUR 4,000
Device Type 3		Fees: +EUR 4,000

Administrative Contact

Name	
Position	

Preferred Phone	
E-Mail	

Technical Contact

Name	
Position	
Preferred Phone	
E-Mail	

PR Contact (if different from administrative contact)

Name	
Position	
Preferred Phone	
E-Mail	

2. Schedule of Events

	Location	Date	Vendor Involvement
Hot staging	EANTC AG, Einsteinufer 17, 10587 Berlin, Germany	Jan 12-23, 2009	Technical (Mandatory)
MPLS and Ethernet Congress Organized by Upperside	Marriott Paris Rive Gauche 17 Boulevard Saint Jacques 75014 Paris, France	Feb 9-13, 2009	Setup/Teardown: Technical (Mandatory) Conference: Marketing (Optional)

3. Contracts and Payments

EANTC will act as treasurer for funds accumulated for the uses of the Demonstration, and will make expenditures on its behalf. In addition, EANTC at its sole discretion may supply funds, equipment, services, or booth properties

for use by the Demonstration. All funds will be utilized to develop and promote the Demonstration according to the agreed upon determinations of the Demonstration participants, and to compensate EANTC for its services.

Signed contracts are due to EANTC on or before **December 5, 2008**. The participation fee is 8,000 Euros for the first vendor business unit or product type, and 4,000 EUR for each further business unit or product type of the same Participant. Please contact EANTC to verify the definition of a business unit or product type.

If a purchase order is a mandatory requirement to invoice Participant, the purchase order has to be provided together with the contract on or before **December 5, 2008**.

The above fee covers:

- Access to test plans and network topologies
- Participation in conference calls preparing the event
- Participation in the hot stage event conducted by EANTC for up to two persons per vendor business unit or product type
- Refreshments and lunch at the hot-stage event
- Inclusion in the white paper and other potential marketing materials
- Shipping from staging lab in Berlin to Paris, France and back to Berlin for up to 500 lbs and up to 200,000 EUR insurance value (if EANTC are asked to insure the equipment for transport) – not including customs and handling fees if applicable.
- Space for demonstration within the interoperability area at MPLS and Ethernet World Congress 2009 including up to 24 rack units of a 19" rack per business unit or product type.

Other than the fees contained herein, EANTC shall not charge Participant for additional amounts unless such additional amounts are for services that are explicitly requested by Participant. **Payment in full is due by January 12, 2009**. Payment may be made by wire transfer, check (payable to EANTC AG), or credit card (wire transfer preferred). Checks need to be delivered to EANTC AG, Einsteinufer 17, 10587 Berlin, Germany, in time before the payment deadline.

After the payment deadline, at the sole discretion of EANTC, participants who have not returned a signed contract and/or payment in full shall be dropped from participation in the Demonstration. Alternatively, late submissions may be accepted by EANTC at a late surcharge of 1,000 EUR in addition to the participation fees. **Vendors will be included in public demonstrations and collateral only if payment has been received in time. There is no refund if the vendor misses marketing opportunities because of late payment. All fees – including late fees – are due even if the vendor is not permitted to participate in a demonstration because of late payment.**

4. Official Listing and Promotional Events

Official listing and promotional activities and events for the Demonstrations, i.e., publications, advertising, signage, etc. show your company name or logo as listed on this application unless otherwise noted as mentioned in section 1 above.

EANTC reserves the right to reject any Participant advertising and signage that EANTC find, in their sole discretion, to be objectionable.

5. Technical Participation; Showcase Areas

Participant agrees to test its equipment or services with other participants that it will interconnect with as part of the Demonstration as soon as practical and to participate in staging events scheduled to ensure the correct functioning of the Demonstration. Participant shall supply technical personnel on-site to aid in the pre-Exhibition staging at the designated staging location and the setup and tear down of equipment and/or services at the Exhibition.

Participant agrees that their Contacts or their delegates will fully participate in any planning meetings, conference calls, or other activities scheduled by EANTC in order to plan for and execute the Demonstration.

The technical focus areas of the interoperability test are defined by EANTC in collaboration with all Participants in the preparation phase until **December 19, 2008**. Any requests for testing of specific technologies, solutions, and protocols need to be raised in detail via e-mail or in the weekly conference calls before this deadline. EANTC, at its sole discretion, may accept or decline such requests. In general, EANTC will decline requests for single-vendor demonstrations and testing of proprietary protocols and solutions, except for application-layer demonstrations.

Based on the joint collaborative work, EANTC will submit a final test plan to all Participants in time before the hot staging. Late modification requests after the submission deadline will not be accepted.

6. Logistics

Each Participant that provides equipment or services capable of communication may inter-connect their equipment or services to other participants in the Demonstration using protocols and interfaces as agreed upon in the overall Network design established collectively by the participants. During Exhibition hours, Participant must be prepared to demonstrate applications they are providing to the Demonstration.

Due to the complexity of and importance to all participants in the Demonstration, when applicable, the EANTC Project Manager reserves the right to have products or services which are causing disruptions in the implementation or operation of the Demonstration temporarily removed from the Network until the offending behavior has been corrected. EANTC agrees, to the extent commercially reasonable, to work cooperatively with those participants whose products or services are causing disruptions in the Network's operation so that such participants can be reconnected to the Network at the earliest possible time. At all times, the first priority of EANTC will be to keep the majority of the users of the Network up and operational.

EANTC, as far as applicable to the demo, may require knowledge of all systems. Even though these might be systems that are to be excluded from general public access, the EANTC Project Manager need to know any relevant operational details. This is necessary for proper network management, particularly if the Network is connected to the exhibition show network and/or wide area networks.

7. Media ("Press") Contact

Participants may provide information to members of the media regarding the Demonstration in coordination with EANTC. Participants may only make statements about their own products or about the overall program, but not about other participants or products. All comments and information concerning the overall program or EANTC must be from a designated official from EANTC. Participant agrees to be listed in all EANTC and IIR materials related to the Demonstration, and upon prior written approval by Participant, to be included in press releases issued by EANTC.

All press releases issued by Participant must be approved by EANTC prior to publication. Draft versions can be e-mailed to Carsten Rossenhoevel, cross@eantc.de. EANTC will respond within two business days. Press releases published without prior EANTC approval are considered similar as a violation of the NDA.

Participants shall not distribute any press releases revealing Demonstration involvement until 9:00am local time on the day that EANTC will distribute their press releases about the event. EANTC will give the participants the appropriate event information that may be posted on participants' web sites.

8. No Endorsement; No Sale

Participant acknowledges and agrees that Participant's participation in the Demonstration shall in no way imply or be an endorsement of the Participant's products, applications or services by EANTC, or the Demonstration. Participant agrees that neither it nor any of its employee's or representatives may make any statements to the effect that EANTC endorse or have selected any products, applications or services.

Participant shall not offer any products or services or disparage the products or services of any other company during the Demonstration.

9. Cancellation

EANTC reserves the right to cancel the Demonstration no later than December 13, 2008 based upon lack of sufficient participant interest or other reasons mentioned in the Terms & Conditions below. In such event, EANTC agree to return participation fees paid by Participant no later than January 12, 2009.

If Participant does not attend the hot staging, or if participant's equipment does not arrive in time for the hot staging, or if the equipment does not pass the hot-staging tests required for participation, as reasonably determined by the EANTC's Technical Manager, the Participant shall be disqualified from the Demonstration and refund of participation fees will not be granted. Participant is required to provide identical equipment for the whole project. Only equipment that has participated in the hot staging will be allowed in any public showcase, and be mentioned in the white paper.

Cancellation of any portion of the Application by the Participant will be accepted only in writing and at the sole discretion of EANTC. In the event of a cancellation by Participant after the registration deadline, no participation fees will be refunded.

If, because of Acts of God or any other cause beyond the control of EANTC, the Demonstration, or any part thereof is prevented from being held, is canceled by EANTC or the space for the Demonstration becomes unavailable, EANTC shall refund to the Participant the balance of the aggregate Participation fees received which remains after deducting expenses incurred by EANTC and reasonable compensation to EANTC; provided, however EANTC shall use commercially reasonable efforts to accurately document any expenses or fees used in calculating the balance of any refund to Participant.

10. Non-Disclosure

The Participant shall comply with the provisions of the Non-Disclosure Agreement attached hereto as Exhibit A (the "NDA"). To the extent that the term stated in the NDA terminates prior to the termination of this Agreement, the parties agree that the term of the NDA shall be automatically extended to the term of this Agreement.

11. Warranties and Limitation of Liability

EANTC DO NOT HAVE ANY CONTROL OVER THE DEMONSTRATION; ACCORDINGLY, EANTC DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DEMONSTRATION, AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE DEMONSTRATION.

EANTC DISCLAIM ANY AND ALL LIABILITY RESULTING FROM, OR RELATED TO THE DEMONSTRATION. EVERY PERSON OR COMPANY PARTICIPATING IN, OR ATTENDING THE DEMONSTRATION DOES SO AT ITS OWN RISK. EANTC ASSUME NO LIABILITY WHATSOEVER FOR ANY HARM TO ANY PERSON OR COMPANY, AND FOR ANY DAMAGE, OR LOSS OF ANY EQUIPMENT, DATA, OR ANY OTHER LOSS RELATING TO ANY COMPANY'S BUSINESS RESULTING FROM ANY CAUSE WHATSOEVER RESULTING FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EANTC IN PREPARATION FOR, DURING, OR IN CONNECTION WITH THE DEMONSTRATION.

SUBJECT TO THE PRECEDING PARAGRAPH, IN NO EVENT SHALL EANTC BE RESPONSIBLE TO ANY PERSON OR COMPANY THAT PARTICIPATES IN OR ATTENDS THE DEMONSTRATION, OR TO ANY PERSON OR COMPANY THAT PROVIDES SERVICES TO ANY PERSON OR COMPANY THAT PARTICIPATES IN, OR ATTENDS THE DEMONSTRATION, FOR ANY CLAIMS ARISING OUT OF, OR RELATED TO THIS AGREEMENT, SUCH PERSON OR COMPANY'S BUSINESS, OR OTHERWISE, OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST REVENUES, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT THEORY, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Neither EANTC, nor Participant and any of its respective officers, directors, agents, advisors, employees, other representatives, or assigns shall be held liable for, and they are hereby released from, any damage, loss, harm, or injury to the person or property of the other, resulting from theft, fire, earthquake, inclement weather, water, unavailability of the exhibition facility or intermediate staging facilities, including, without limitation, any damage, loss, harm, or injury in connection with the Demonstration, planning meetings, or staging, for reasons beyond the applicable party's reasonable control, EANTC shall not be responsible for the security of Participant's equipment or its proprietary software or hardware information. It is the responsibility of the Participant to maintain proper and appropriate general liability insurance coverage for its property and liability, of no less than one million US dollars (US\$1,000,000). Participant is not an employee, agent, partner or legal representative of EANTC and shall have no authority to assume or create obligations on behalf of EANTC or the Demonstration.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EANTC TO ANY DEMONSTRATION PARTICIPANTS, OR THEIR EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY THE DEMONSTRATION PARTICIPANT TO EANTC HEREUNDER IN CONNECTION WITH THE DEMONSTRATION EVENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF PARTICIPANT RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

12. Assignment

Neither party shall assign to a third party its rights, or obligations, or any portion thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. Photography

No photographs or videos shall be taken or made during the hot-staging event without the prior written consent of EANTC.

14. General Provisions

No term or provision hereof will be considered waived by a party, and no breach excused by a party, unless such waiver or consent is in writing signed by the waiving party. The waiver by a party of, or consent by a party to, a breach, of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by such other party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

Participant consents to the personal jurisdiction of the federal and state courts located in Berlin, Germany, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Berlin, Germany, such personal jurisdiction shall be nonexclusive. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. This Agreement will be governed by the laws of Germany, without reference to its conflict of laws principles. This Agreement constitutes the entire agreement with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter, except of the NDA signed between Participant and EANTC for the same event.

15. Acceptance

By the signature below, the individual signing this Agreement represents such party and warrants that he or she has been authorized to execute this Agreement on behalf of the party and binds such party to the terms and conditions herein.

Name

Company Name (Full Legal Name)

Title

Date

Signature