



## SMI-Lab17 Non-Member Plugfest Participation and Confidentiality Agreement

This Agreement is to ensure that any information relating this plugfest is used solely to further the purpose of advancing the interoperability between **SNIA Swordfish Client** and **SNIA Swordfish Provider** implementations. It must be signed in order for your company to participate in the testing.

**TERMS AND CONDITIONS:** As a condition of participating in the **SMI-Lab17 September Plugfest at the Storage Developer Conference (“Plugfest”)**, herein sponsored by the Storage Networking Industry Association (SNIA), located at 4360 ArrowsWest Drive, Colorado Springs, CO, **September, 11-14, 2017**, the company identified below (“Participant”) agrees that any information obtained at this Plugfest about the performance, compatibility or test results relating to the products of any participant (“Information”) is the confidential and proprietary property of the respective owners of such products. In order to protect the confidentiality of the Information, the Participant agrees not to disclose any Information or report any problems encountered by any participant during the Plugfest test period to any non-participant of the Plugfest. Participant further agrees not to use the Information for purposes other than testing of products.

The confidentiality obligations of the Participant herein will not apply beyond one (1) year from the last day of the Plugfest, nor will such obligations apply to any Information which (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Participant, (b) is knowingly furnished to others by its owner without restrictions on disclosure, (c) is received from a third party not under obligation to treat the Information as confidential, or (d) is independently developed by the Participant.

**ACCEPTANCE:** The obligation of confidentiality described above is expressly agreed to by the Participant. *The individual signing below on behalf of Participant warrants that he or she has been authorized to execute the Agreement on behalf of the Participant.* Scanned e-mail or faxed signatures shall constitute original signatures and will be binding on all parties.

The foregoing is agreed and accepted.

By: \_\_\_\_\_

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

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

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

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

### INSTRUCTIONS:

E-mail a scanned *signed* copy (PDF) of this form to [smimanager@snia.org](mailto:smimanager@snia.org) by **September 11, 2017**.  
*Only one form per company is required.*