

Kineton Plugfest Registration Form and Participation Agreement

Interoperability Workshop, October 2nd to 6th, 2023

Kineton Headquarter, Naples

COMPANY INFORMATION

Company name	
Company address	
	<input type="checkbox"/> HbbTV member (no fee)
	<input type="checkbox"/> Non-member (fee 700€ + VAT for one person) <input type="checkbox"/> Add more @ 200€ + VAT per person. Specify additional count

PARTICIPANTS (Please, add more lines if needed)

Attendee #1 name	
e-mail	
Attendee #2 name	
e-mail	
Attendee #3 name	
e-mail	

TEST DEVICE DETAILS

Please, let us know the high level details on the features/tests that you are planning to bring at the HbbTV Interoperability workshop & testing event by filling up the following sheets. We require these details to make sure correct slots are scheduled. In addition, we will create a summary report for HbbTV on the interoperability workshop coverage and its findings. After the end of the interoperability event, please, kindly share the high-level test results as well. **Please note that the device information will be anonymized for final report creation.**

<p>Test Device #1 type</p>	<p> <input type="checkbox"/> TV <input type="checkbox"/> STB <input type="checkbox"/> AVR <input type="checkbox"/> Encoder <input type="checkbox"/> UHD Blu-ray player <input type="checkbox"/> Streaming device <input type="checkbox"/> TV App <input type="checkbox"/> Test equipment </p> <p> <input type="checkbox"/> DVB-S/S2 <input type="checkbox"/> IP <input type="checkbox"/> DVB-T/T2 <input type="checkbox"/> DVB-C/C2 <input type="checkbox"/> DVB-I </p> <p> <input type="checkbox"/> 8K <input type="checkbox"/> 4K <input type="checkbox"/> 2K </p> <p> HbbTV version: <input type="checkbox"/> 1.5.1 <input type="checkbox"/> 1.6.1 </p> <p> TV screen size inch Peak luminance nits </p>	<p>HDMI version:</p> <p>HDR support:</p> <p> <input type="checkbox"/> PQ <input type="checkbox"/> HLG <input type="checkbox"/> other: <input type="checkbox"/> none </p> <p>HFR support:</p> <p> <input type="checkbox"/> 100 FPS <input type="checkbox"/> 120 FPS <input type="checkbox"/> other: </p> <p>NGA support:</p> <p> <input type="checkbox"/> Dolby AC-4 <input type="checkbox"/> MPEG-H Audio </p>
<p>Test Device #2 type</p>	<p> <input type="checkbox"/> TV <input type="checkbox"/> STB <input type="checkbox"/> AVR <input type="checkbox"/> Encoder <input type="checkbox"/> UHD Blu-ray player <input type="checkbox"/> Streaming device <input type="checkbox"/> TV App <input type="checkbox"/> Test equipment </p> <p> <input type="checkbox"/> DVB-S/S2 <input type="checkbox"/> IP <input type="checkbox"/> DVB-T/T2 <input type="checkbox"/> DVB-C/C2 <input type="checkbox"/> DVB-I </p> <p> <input type="checkbox"/> 8K <input type="checkbox"/> 4K <input type="checkbox"/> 2K </p> <p> HbbTV version: <input type="checkbox"/> 1.5.1 <input type="checkbox"/> 1.6.1 </p> <p> TV screen size inch Peak luminance nits </p>	<p>HDMI version:</p> <p>HDR support:</p> <p> <input type="checkbox"/> PQ <input type="checkbox"/> HLG <input type="checkbox"/> other: <input type="checkbox"/> none </p> <p>HFR support:</p> <p> <input type="checkbox"/> 100 FPS <input type="checkbox"/> 120 FPS <input type="checkbox"/> other: </p> <p>NGA support:</p> <p> <input type="checkbox"/> Dolby AC-4 <input type="checkbox"/> MPEG-H Audio </p>

<p>Test Content Details</p>	<p><input type="checkbox"/> on USB stick <input type="checkbox"/> on external HDD <input type="checkbox"/> upload for local playout</p>
	<p>Please provide detailed description of the test content & its playout details below:</p>

<p>Additional Setup Requirements</p>	<p>The basic setup for every test area will include power supply (bring adapters if required!) as well as a satellite or IP feed. If you have any additional requirements, please list them in the following:</p>
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DEVELOPER UNCONFERENCE
Day three, October 4th from 9 am to 1 pm.

The main goal of the “**Developer Unconference**” is to give the opportunity to HbbTV developers to exchange opinions, discuss hot topics and brainstorm on the future. Ideally the Event will have an opening session of 1 hour where participants will define the topics of the conferences to be held. In the following 3 hours, there could be up to 6 different conferences to be hosted, in parallel, in 2 different meeting rooms (depending on the interest and participation we are ready to modulate spaces accordingly), in order to give the opportunity to discuss a higher number of topics. **The Unconference will be held only if there is interest in discussing relevant topics and a minimum number of participants is reached.** Otherwise, it will be canceled. The *Unconference* is open to anyone interested; it is free for HbbTV members and accessible to paying non-member companies.

Please, state if you are interested in attending this event that is planned, subject to a minimum number of interested people, alongside the last half a day of the Kineton Plugfest:

YES, I WILL ATTEND THE DEV UNCONFERENCE **NO**, NOT INTERESTED

ATTENDED DAYS

The Events span on an overall week, following the schema here below.

Monday 02.10	Kineton Plugfest - All Day Long	
Tuesday 03.10	Kineton Plugfest - All Day Long	
Wednesday 04.10	Kineton Plugfest - Half a Day	HbbTV Testing Event - Half a Day
	Developer's un-conference	
Thursday 05.10	HbbTV Testing Event - All Day Long	
Friday 06.10	HbbTV Testing Event - All Day Long	
	HbbTV Testing Group Meeting	

Please, **for each participant**, state the day/days and related Events you are planning to attend; **add more lines if needed**:

Participant #1 name: _____

- DAY ONE - Kineton Plugfest, all day long
- DAY TWO - Kineton Plugfest, all day long
- DAY TWO SOCIAL EVENING, from 8 pm
(Please, state here below any food allergy or intolerance you may suffer)

- DAY THREE - Kineton Plugfest, half a day
- DAY THREE - HbbTV Testing Event, all day long
- DAY FOUR - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Group meeting, half a day

Participant #2 name: _____

- DAY ONE - Kineton Plugfest, all day long
- DAY TWO - Kineton Plugfest, all day long
- DAY TWO SOCIAL EVENING, from 8 pm
(Please, state here below any food allergy or intolerance you may suffer)

- DAY THREE - Kineton Plugfest, half a day
- DAY THREE - HbbTV Testing Event, all day long
- DAY FOUR - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Group meeting, half a day

Participant #3 name: _____

- DAY ONE - Kineton Plugfest, all day long
- DAY TWO - Kineton Plugfest, all day long
- DAY TWO SOCIAL EVENING, from 8 pm
(Please, state here below any food allergy or intolerance you may suffer)

- DAY THREE - Kineton Plugfest, half a day
- DAY THREE - HbbTV Testing Event, all day long
- DAY FOUR - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Event, all day long
- DAY FIVE - HbbTV Testing Group meeting, half a day

Please return this form to angelo.pettazzi@kineton.it by 22nd September 2023.

The Kineton/HbbTV Plugfest is hosted at the Kineton Headquarter at the address here below; ship all devices by **September 28th** to the following address (mark them as "For Kineton/HbbTV Plugfest"):

KINETON S.R.L.
VIA EMANUELE GIANTURCO, 23
80146 - NAPOLI (NA) - Italy

For any further information, please e-mail: angelo.pettazzi@kineton.it - Telephone: +39 335.7614.596

By registering to the Kineton HbbTV Interoperability Workshop you explicitly agree to the following terms and conditions of attendance and participation.



Kineton HbbTV Interoperability Workshop

at Kineton Headquarter, via Emanuele Gianturco, 23

80146 - NAPOLI - Italy

2nd - 6th October 2023

Terms and Conditions of Attendance and Participation

These are the terms (the “**Agreement**”) governing your (“**Contracting Party’s**”) attendance and participation at the Kineton (the “**Organiser**”) HbbTV Interoperability Workshop (the “**Plugfest**”) from 2nd to 6th October 2023.

By registering to the Kineton HbbTV Interoperability Workshop you explicitly agree to these terms and conditions of attendance and participation.

1. The Plugfest

The Plugfest, to be held from 2nd to 6th of October 2023, brings HbbTV receiver manufacturers and content providers together at a single location to validate their HbbTV implementations’ interoperability in relation to the HbbTV specification. At the Plugfest, those participating in the event (“**Participants**”) together with any Contracting Party, may test interoperability of their products with those of other Participants. The Organiser hosts this Plugfest and participation is open to all interested parties, willing to test their respective HbbTV equipment and/or HbbTV content.

Any information made available at the Plugfest shall be strictly limited to what is absolutely necessary for the purpose of the Plugfest, i.e., testing the interoperability of HbbTV receivers with HbbTV applications. The Organiser represents that the Plugfest purposes does not contravene competition law regulations and Participants are not expected to exchange information in a manner that is in breach of the same. The Organiser shall remind all the Participants not to exchange information about prices, sales volumes, marketing material or any other information which might serve to support concerted practices or cartel agreements. In case a Participant is exposed to any information beyond that which is absolutely necessary for the purpose of the Plugfest, the Participant’s representatives in the Plugfest shall inform the Organiser of the fact of the learning (but not the content, which should not be shared unless required otherwise by law) and leave the Plugfest.

2. No Endorsement or Guarantee

Participation in the Plugfest in no way indicates sponsorship, endorsement, or certification of the Plugfest or of any products or results displayed or tested by any Participant at the Plugfest. Contracting Party agrees that it will not promote its products by reference to the Plugfest, and/or any testing or other activities conducted at the Plugfest.

3. Participant Confidentiality

Contracting Party may elect to conduct testing of its products with those of other Plugfest Participants. Similarly, Contracting Party may elect not to conduct testing of its products with those of other Plugfest Participants wholly at its discretion; however, each Plugfest Contracting Party shall make reasonable efforts to conduct testing with at least



one of the other Plugfest Participant. Contracting Party may be exposed to pre-release product information of one or more Participants that shall, at all times, be assumed Confidential Information. The Plugfest test activities, test results, and the pre-release product information of Participants shall also be deemed to be the Confidential Information of such Participants.

Likewise, the Plugfest test activities, test results, and the pre-release product information of Contracting Party shall be deemed to be Confidential Information. Each Contracting Party agrees that it will protect all Confidential Information to which it becomes privy from wrongful use or disclosure using the same degree of care that it uses to protect its own information of a similar confidential nature. Contracting Party agrees not to disseminate, use or disclose Confidential Information to any party for any purpose. Contracting Party acknowledges that pursuant to the terms of the Agreement, all parties are obligated to treat Confidential Information in the same manner in return. Contracting Party 's obligations of non-disclosure and non-use will terminate five (5) years after it receives the Confidential Information. Notwithstanding the foregoing, a party's Confidential Information expressly excludes information of such party:

1. in the public domain other than by a breach of a duty to the party disclosing it;
2. received from a third party without breach of any obligation of confidentiality;
3. rightfully known to Contracting Party without any limitation on use or disclosure prior to receipt;
4. provable as independently developed by Contracting Party employees, or generally made available to Contracting Party without restriction on disclosure;
5. hereafter disclosed by the disclosing party to a third party without restriction on disclosure or use, including, by way of the publication of a patent specification;
6. disclosed by the receiving party with the prior written permission of the disclosing party.

In the event a Contracting Party is required by law, regulation or court order to disclose any of the Confidential Information of another Participant, the Contracting Party will promptly notify the applicable Participant in writing and make reasonable effort to allow such Participant to seek a protective order or other appropriate remedy from the proper authority. Contracting Party will make reasonable endeavours to consult with such Participant with a view, as far as practicable, to take into account such Participant's views in determining whether to disclose the information and/or the timing, manner and content of disclosure. Upon written request, Contracting Party will return all tangible Confidential Information to the Participant who provided it, or destroy it and certify such destruction in writing. Notwithstanding the foregoing, test results with neither company name nor product name will be shared among Plugfest Participants, tabled and copyrighted by Kineton, and may be used by Kineton in future and currently proposed Kineton documents. Such results are not to be provided to parties other than Contracting Party, Participants or their respective affiliates, employees, contractors or agents.

4. No Licenses Granted

Unless so granted in a separate bilateral written agreement, neither Contracting Party nor Participants grant licenses to each other (by implication, estoppel or otherwise) to any intellectual property, including, without limitation, licenses to trademarks, copyrights, patents, mask works and trade secrets as a result of participation in the Plugfest or exposure to products, test results or Confidential Information at the Plugfest.

5. Risks and Indemnity

Subject to the cap on the amount of liability set out below, Contracting Party agrees to indemnify, defend and hold each Participant harmless from and against any claims to the extent arising from or connected to the Contracting Party's participation in the Plugfest for (i) any loss of or damage to any products or property of any Participant, and (ii) for any personal injury to a Participant or its employees, agents, contractors, assigns or invitees, solely to the extent such loss, damage or injury is proximately caused by the gross negligence and/or willful or reckless acts of Contracting Party. To the extent that liability can be limited by law in no event shall the total liability of Contracting Party to all and any Participants under this clause 5 exceed the sum of one hundred thousand euro (€100,000).

6. Disclaimer

The Organiser, and each Contracting Party and Participant make no warranties, either express or implied, with respect to any information, test results or Confidential Information disclosed at the Plugfest. The Organisers and each Contracting Party and Participant 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 or Confidential Information is provided as is, without warranty of any kind.

7. Limitation of Liability

Except with respect to Section 5, in no event shall any party have any liability to any other 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.

8. Governing Law

This Agreement shall be governed by and enforced pursuant to the laws of Italy without reference to its conflict of law principles. Save for a party's right to ask for injunctive relief or remedy in any territory, all disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the courts of Naples to which the Parties agree to submit.

9. Miscellaneous

Any party's waiver of any breach or failure to enforce any of the provisions of this Agreement at any time will not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every provision thereof. No party will assign any rights nor delegate any duties under this Agreement without the prior written consent of all other parties, which shall not be unreasonably withheld or delayed, and any such assignment or delegation without consent shall be void. This Agreement will be binding upon the parties' authorized successors and assignees. The parties acknowledge that breach by a receiving party of its obligations of confidentiality and non-use hereunder may cause irreparable harm for which remedies at law may be inadequate, and therefore such breach may entitle the disclosing party to seek immediate injunctive relief.

This Agreement constitutes the complete agreement amongst all the parties concerning the subject matter hereof and supersedes and cancels any and all prior communications and agreements among all the parties with respect thereto. Any additions or alterations to the terms and conditions of this Agreement shall be null and void unless agreed upon in writing by all parties.

10. No Use of Participants Name or Trademarks

No use of a party's name, logo or other trademarks (the "Trade Mark Assets") shall be made by the other parties without the prior written agreement of the owner of the Trade Mark Assets.