# FIBER CONNECT 2024

# Proof of Concept (PoC) Showcase Participation Agreement

This Agreement (the “Agreement”) is effective this (the “Effective Date”) between the Fiber Broadband Association (FBA) and (the “PoC Participant”).

## Introduction

This agreement applies to those companies that have been selected to participate, as a singular company or part of a team of companies in the Fiber Connect 2024 Proof of Concept (PoC) Showcase scheduled to be held live at Fiber Connect 2024 from July 29 - 30, in Nashville, TN.

PoC Participants will work directly with FBA and FBA contracted resources for marketing activities and for the coordination of all technical aspects of the demonstration.

## PoC Participant Business Information

Company Name: Authorized Signing Authority (please print): Title:

Address (Street, City, State/Province, Postal Code/Zip, Country):

Email Address: Phone Number:

Marketing Contact Name: Title:

Marketing Contact Email: Phone Number:

## Participation Fees

Participation Fee (USD): $12,500 Per Per PoC

In how many PoCs will your company be a participant? Total cost (USD):

Please list the title of your PoC(s) which will be included in the showcase and all participating companies:

1. PoC
2. PoC

## Schedule of Events

|  |  |  |
| --- | --- | --- |
| **Event** | **Location** | **Key Dates** |
| **Fiber Connect PoC Showcase Preparation** | Online | * **15 April 2024** – First draft PoC Submission including all participating companies. * **5 May 2024** – Contracts for each participating company signed * **15 June 2024** – Finalized PoC Description due * **10 July 2024** – PoC program announced * **15 July 2024** – Final materials due * **29-30 July 2024**– PoC Videos Recorded (On Site) |
| **PoC Showcase** | Fiber Connect 2024 Event | * **29-30 July 2024** – Must Be Staffed During All EXPO Hall Hours |

FBA/FBA-contracted resources will provide a detailed schedule of milestones and other participation requirements.

## Terms and Conditions

*This Agreement shall be subject to the following terms and conditions:*

* + 1. **FOCUS OF PARTICIPANT SHOWCASE:** The technical focus areas of the individual PoC demonstration have been defined by PoC Participant, or by the lead company in the PoC development and documentation process during the course of 2022-2024 in coordination with FBA. Any additions, modifications, or omissions require advance approval by FBA or its project management representatives. FBA, at its sole discretion, may accept or decline such requests.
    2. **PARTICIPANT CONTENT AND EQUIPMENT:** FBA requires that any materials for presentation, demonstration or display be submitted in advance for approval by FBA or its authorized representative, according to the project schedule. FBA reserves the right to reject any participant content that FBA finds, at its sole discretion, to be objectionable and/or not in the spirit of FBA’s PoC goals and intent.
    3. **EQUIPMENT AND SOFTWARE**: PoC Participant is required to provide equipment, software or any other resource requirements to FBA in the preparation phase.
    4. **LOGISTICS:** FBA (or other FBA contracted resources) will coordinate all activities associated with the PoC showcase. Each PoC Participant is however required to setup and test its showcase during the preparation phase.
    5. **CONDITIONAL ON PAYMENT.** Payment of the entire fee must be received no later than 30 calendar days prior to commencement of the participant POC showcase. FBA reserves the right to cancel this agreement and deny the PoC Participant inclusion in the PoC Showcase if full payment is not made by the time specified herein.
    6. **ASSUMPTION OF RISKS; RELEASES.** Unless directly caused by the gross negligence or willful misconduct of FBA, PoC Participant expressly assumes all risks associated with, resulting from or arising in connection with PoC Participant’s participation or presence at the event including, without limitation, all risks of theft, loss, business or profits of PoC Participant, whether caused by negligence, intentional act, accident, or otherwise. Unless directly caused by the gross negligence or willful misconduct of FBA, PoC Participant has sole responsibility for its property (including intellectual property) and any theft, damage or other loss to such property, including any subrogation claims by its insurer. Neither FBA nor the Gaylord Opryland Resort & Convention accepts responsibility, nor is a bailment created, for property delivered by or to PoC Participant. Neither FBA nor the Gaylord Opryland Resort & Convention shall be liable for, and PoC Participant hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not; provided, however, this release shall not apply to loss or damage suffered by PoC Participant directly caused by the gross negligence or willful misconduct of FBA.
    7. **SHOWCASE CONDUCT.** Ethical and dignified conduct is expected of all PoC Participants. PoC Participants are responsible for the conduct of their representatives and employees including service personnel and others hired as contractual employees in the Showcase.
    8. **PARTICIPANT RESTRICTIONS.** During the dates of the entire Event, no PoC Participant may conduct or promote any competing online or in-person event that would result in drawing attendees away from the Event.
    9. **LISTINGS AND PROMOTIONAL MATERIALS.** By exhibiting at the Event, PoC Participant grants to FBA, for the term of this Agreement, a fully paid, non-transferable, non-exclusive license to use, display and reproduce the name, trade names, logos, product names of PoC Participant in any directory (print, electronic or other media) listing the companies participating in the Showcase and to use such names in FBA materials relating to the Showcase. PoC Participant may request in writing that any portion or all such use be subject to PoC Participant's prior approval. FBA shall not be liable for any errors in any listing or descriptions or for omitting PoC Participant or any other PoC Participant from any directory or other lists or materials. FBA may also take screenshots, audio recordings and/or video recordings of PoC Participant’s exhibit, guests and personnel during, before or after the Showcase and use these digital recordings for any promotional purpose.
    10. **HOLD HARMLESS AND INDEMNIFICATION.** PoC Participant agrees to indemnify, defend, and hold harmless FBA and the Gaylord Opryland Resort & Convention from and against any and all third party claims, demands, suits, liabilities, damages, losses, costs (including attorneys’ fees) and expenses which result from or arise out of or in connection with (a) any negligent act or omission or willful misconduct committed by PoC Participant or any of its employees, agents, or contractors; (b) any breach or default by PoC Participant in the performance of its obligations under this Agreement; (c) any violation or infringement by PoC Participant of any applicable law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, and (d) any libel, slander, defamation or similar claims resulting from the actions of PoC Participant.
    11. **LIMITATION OF LIABILITY.** Under no circumstances shall either party be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of its acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. FBA makes no representations or warranties, express or implied, regarding the number of persons who will attend the Showcase or regarding any other matters.

## CANCELLATIONS FOR CONVENIENCE.

* + - 1. Requests for cancellation for convenience must be in writing and shall become effective upon receipt by FBA. After contract signing, until 30 June 2024 in the event of cancellation by PoC Participant without cause, FBA will retain or shall be owed a cancellation fee equal to 50% of the invoiced amount; if written notice of cancellation is received by FBA after 30 June 2024, FBA will or shall be owed a cancellation fee of 100% of the original invoiced amount within 30 days from the date of notice of cancellation.
      2. In the event of any cancellation for convenience, whether by PoC Participant request or for non-payment of PoC Participant fees, PoC Participant will be responsible for all non-cancellable charges incurred for previously approved items by PoC Participant.
      3. In the event of cancellation of the Showcase by FBA for convenience, FBA will use reasonable efforts to inform all PoC Participants and attendees a month before the Event is due to take place, although PoC Participant should be aware that this is not always possible. All Showcase fees paid will be reimbursed in full as soon as reasonably practicable, and in any event, within 30 days from the date of notice of cancellation. FBA shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred by PoC Participant, unless the cancellation constitutes a breach of this Agreement by FBA.
      4. Any cancellation fees payable by PoC Participant under this Section [[M]] shall be reduced by the extent to which any replacement revenue is received by FBA for the same PoC participation that was sold to PoC Participant.
      5. The above cancellation terms shall apply regardless of the execution date of this Agreement.
    1. **CONTRACT ACCEPTANCE.** This contract shall become binding and effective only when it has been signed by a duly authorized representative of PoC Participant and FBA. FBA may refuse acceptance of any proposed contract in its sole discretion.
    2. **GOVERNING LAW, SEVERABILITY**. This Agreement shall be governed by the laws of the State of Tennessee. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
  1. **Signatures**

**FBA POC Participant**

Name: Gary Bolton Name: Title: President & CEO Title:

Date: Date:

Signed: Signed:

# Fiber Connect POC Payment Options

**Please Choose Preferred Payment Method:**

Invoice PoC Participant for check or wire transfer payment. Please fill in the invoice billing info below.

Pay by credit card. Please fill out and return the credit card authorization form below.

Payment terms for both options are as follows: 50% of the invoiced amount is due within 30 days of contract signature and the remaining 50% is due by 30 June 2024. For contracts signed after 30 June 2024, 100% of the invoiced amount is due within 30 days of contract signature. All amounts listed and payable in USD.

**Invoice Billing Info:**



Name of Accounts payables contact (please print) Title



Billing Address City State Zip



Email Address **Credit Card Authorization Form:** *All fields are required.*

Today’s Date: Cardholder Name:

Credit Card Type: ( ) Visa ( ) MasterCard ( ) American Express

Card Number:

Expiration Date: CVV Number: (3-4 Digit Security Code)

Company Name: Corporate Card (circle): Y N

Billing Address:

I authorize FBA to charge my credit card in the amount of: *(USD)*

Printed Name: Title:

Signature: