

Notice: This Addendum is not effective unless the Adopting Party has delivered two fully executed originals of both this addendum and the ACPI 5.0 Adopters Agreement to the Secretary identified in the Adopters Agreement.

## **ACPI 5.0 CONTRIBUTORS ADDENDUM**

### **RECITALS**

Whereas, the Promoters have not yet completed drafting or have not yet adopted the Advanced Configuration and Power Interface release 5.0 (“ACPI 5.0”) Final Specification;

Whereas, Adopter wishes to review and comment upon preliminary drafts of the ACPI 5.0 specification that are circulated by the Promoters for the purpose of formulating the Final Specification, and the Promoters are willing to include the Adopter in those portions of their deliberative process in which Adopter has specific expertise;

Whereas, Adopter is signing contemporaneously with this Agreement an “ACPI 5.0 Adopters Agreement (“Adopters Agreement”); and

Whereas, the Promoters and the Adopter desire to have the following additional conditions apply to the Adopters Agreement;

Now, therefore, in consideration of the mutual promises and conditions contained herein, the Promoters and Contributor agree as follows:

#### **1. DEFINITIONS**

1.1 “Contributions” means any ideas, suggestions, comments or other feedback submitted by Contributor for the purpose of proposing additions to or modifications of the Draft Specification.

1.2 “Contributor” means any entity that has executed a copy of the ACPI 5.0 Contributors Addendum along with a copy of the ACPI 5.0 Adopters Agreement and delivered them to the Secretary

1.3 “Draft Specification” means all versions of the document entitled “Advanced Configuration and Power Interface 5.0 Specification” and all formal comments thereto provided by any Promoter or Contributor that are to be considered for inclusion in the Final Specification by the Promoters.

1.4 “Final Specification” means the version and contents of the Draft Specification as adopted by the Promoters.

#### **2. Withdrawal.**

2.1 Review. Written or email notice shall be sent to Contributor advising of a meeting to be held for the purposes of adopting the Specification, which notice shall set forth the date for adoption (“Adoption Date”) and shall make available a copy of the proposed final Specification; provided that the Adoption Date may not be set for a date earlier than three (3) weeks after the mailing date of the notice. If Contributor feels that it can not support the Specification as proposed for finalization, it must provide a written objection to the Promoters setting forth with specificity the nature of its objections at least one week before the Adoption Date, and if the Specification is adopted by the Promoters, the Secretary shall provide notice to Contributor.

2.2 Effect of Withdrawal. Contributor may withdraw as an Adopter of the specification by providing the Secretary with written notice of its withdrawal within four (4) weeks following the date of such notice provided under section 2.1. If Contributor withdraws under Section 2.1, the licenses granted to and by Contributor in Section 3 of the Adopter Agreement shall be terminated upon such withdrawal and the Adopter Agreement shall terminate; provided, however, that the provisions of Sections 3 and 4 in this Addendum shall survive such withdrawal.

### **3. SUBMISSIONS TO PROMOTERS**

Contributor understands that all Contributions it makes to the Promoters with regard to Draft Specifications shall be governed by the following:

3.1 Confidentiality of Contributor Submissions. Contributor agrees that any Contributions shall be deemed to be made on a non-confidential basis and that the Promoters shall be free to use these submissions for any purpose and disclose such submissions to each other and any third parties.

3.2 Copyrights in Final Specification. Effective as of the adoption of the Final Specification, Contributor and its Affiliates hereby convey to each Promoter a non-exclusive, undivided, and equal ownership in the copyrights in the Final Specification, subject to the underlying copyright ownership rights of the Contributions of Contributor. Each Promoter may exercise any and all rights of copyright ownership and sublicense such rights in the Final Specification as if such rights were solely owned by such Promoter and without permission of the Contributor or its Affiliates and without any duty to account. In addition, Contributor hereby grants to each Promoter a non-exclusive, worldwide and royalty free license under Contributor's copyrights to reproduce, display, perform and make derivative works of Contributions solely for the purpose of developing Draft Specifications and the Final Specifications.

3.3 Limited Patent Licensing Obligation in Contributions. Effective upon the Promoters adoption of the Final Specification, for any Contributions made by Contributor, Contributor and its Affiliates hereby agrees that it will grant to any Promoter or Adopter, and their respective Affiliates, (collectively "Licensee") a non-exclusive, world-wide license under any Necessary Claim of a patent or patent application reading on such Contributions, to make, have made, use, import, sell, offer to sell, sublicense, and otherwise dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Such license shall be granted on a royalty-free basis and under otherwise reasonable and non-discriminatory terms.

### **4. CONFIDENTIALITY**

4.1 Draft Specification. Until the Promoters adopt the Final Specification and make it generally publicly available, Contributor will maintain all versions, revisions, and comments of the Draft Specifications ("Confidential Material") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances and will not use, disclose or copy the Confidential Material except as necessary for its employees with a need to know to evaluate and comment thereon. Contributor shall mark any copies it makes "confidential," "proprietary" or with a similar legend and shall reproduce all copyright notices and disclaimers therein. Unless the parties agree otherwise, this obligation of confidentiality will expire five (5) years following the date the particular Confidential Material was first provided to Contributor..

4.2 Press Release. Contributor agrees that any of the Promoters may make a press or other public announcement regarding its activities as a Promoter and may include the identity of Contributor in such announcement.

<b>Promoter (on behalf of all Promoters):</b>			
Company:	_____	Address:	_____
By:	_____		_____
Name:	_____	Telephone:	_____
Title:	_____	Fax:	_____
Date:	_____	e-mail:	_____

<b>Contributor:</b>			
Company:	_____	Address:	_____
By:	_____		_____
Name:	_____	Telephone:	_____
Title:	_____	Fax:	_____
Date:	_____	e-mail:	_____