HOST CONTROLLER INTERFACE SPECIFICATION FOR
SERIAL ATA - CONTRIBUTOR AGREEMENT

This Host Controller Interface Specification for Serial-ATA Contributor Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Intel Corporation, a Delaware Corporation, having an office at 2200 Mission College Blvd., Santa Clara, California USA 95052, and its Affiliates ("Intel") and the party, including its Affiliates, as set forth below ("Contributor").

_____

Company Name of Contributor

_____

City   State   Zip

_____

Contact Name   Telephone   Email

Intel and Contributor hereby agree as follows:

RECITALS

Whereas, Intel not yet completed development of the final version of the Host Controller Interface Specification for Serial-ATA ("AHCI");

Whereas, Contributor wishes to review and possibly comment upon preliminary drafts of the AHCI specification as circulated by Intel for the purpose of formulating the Final Specification (as defined below), and Intel is willing to include the Contributor in those portions of its development process in which Contributor has specific expertise; and

Whereas, Intel and Contributor desire to have the following conditions apply to this Agreement, and Intel represents that the form of this Agreement will be identical for all Contributing Parties, other than the Effective Date and the Contributor-specific information set forth prior to the Recitals above and in Section 8.7 hereto (the form of agreement subject to these limited modifications is hereinafter referred to as the "Identical Form of Agreement");

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

1. DEFINITIONS

1.1 "Adopted" and "Adoption" means Intel's formal adoption and publication of the applicable specification which, for the purposes of this Agreement, is considered to occur on the date on which written notice of such Adoption is provided to Contributor and all Contributing Parties.

1.2 "Adopter" means any party that has properly entered into or later properly enters into a license or other agreement for the adoption of the Final Specification and has delivered it to the Secretary within the Adoption Period.

1.3 "Adoption Period" for any given Adopter means any time prior to the first sale by such Adopter of a product that includes a Compliant Portion.

1.4   "Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party. For purposes of this definition, "control" means direct or indirect ownership of or the right to exercise: (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

1.5   "Contributing Party" means any other entity, including its Affiliates, but other than Intel or Contributor, that is authorized to submit Contributions and has signed an Identical Form of Agreement.

1.6   "Contributions" means all submissions proposing an addition to or a modification of the Draft Specification submitted by Intel, Contributor, and/or a Contributing Party and, with respect to Intel's Contributions, shall also include the Draft Specification, the Revision 0.95 Specification, and the Final Specification, provided that the submission is submitted in writing (including a writing in electronic medium) and is approved for submittal by such party.

1.7   "Compliant Portion" means only those specific portions of products (hardware, firmware, micro-code, software, or combinations thereof) that: (a) implement and are compliant with all relevant portions of the Revision 0.95 Specification and/or the Final Specification; and (b) are within the bounds of the Scope.

1.8   "Discrete Controller" means a stand-alone integrated circuit (and any necessary firmware or micro-code) which is designed and used solely for the purpose of providing an interface to Serial ATA which: (a) implements and is compliant with, at a minimum, all relevant portions of the Revision 0.95 Specification; and (b) is within the bounds of the Scope.

1.9   "Draft Specification" means all versions of the document entitled "Host Controller Interface Specification for Serial ATA" and all Contributions thereto that are to be considered for inclusion in the applicable version of the Final Specification, including versions of the Draft Specification described by Intel as being "version 1.x", prior to Intel's Adoption of that version of the Final Specification.

1.10   "Revision 0.95 Specification" means a Draft Specification which is, in the sole discretion of Intel, considered to be in nearly final form and which may be Adopted by Intel under that title.

1.11   "Final Specification" means the applicable version number of the Host Controller Interface Specification for Serial ATA as Adopted by Intel; such version number shall be described by Intel as being "version 1.x" of the Final Specification. Such Adoption shall occur no later than the date on which Intel ships its first revenue-generating version of its core logic chipset with a Serial ATA host controller implementation of the applicable version number of the Final Specification integrated into the I/O control hub.

1.12   "Necessary Claims" means claims of a patent or patent application that: (a) are owned or controlled by a party or its Affiliates as of the Effective Date of this Agreement, or at any future time during the term of this Agreement; and (b) are necessarily infringed by implementing those portions of the Revision 0.95 Specification and/or the Final Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when: (i) it is not possible to avoid infringing it because there is no commercially and technically reasonable non-infringing alternative for implementing such portions of the Revision 0.95 Specification and/or the Final Specification within the bounds of the Scope; or (ii) it reads on an implementation example included in the Revision 0.95 Specification and/or the Final Speci-

fication. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims: (x) other than those set forth above even if contained in the same patent as Necessary Claims; (y) that read solely on any implementations of any portion of the Revision 0.95 Specification and/or the Final Specification that are not within the bounds of the Scope; or (z) that, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties.

1.13   "Scope" means the register interface, data structures, protocols, and electrical signaling characteristics, solely to the extent disclosed with particularity in the Revision 0.95 Specification and/or the Final Specification, where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within the Revision 0.95 Specification and/or the Final Specification. Notwithstanding the foregoing, the Scope shall not include: (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Revision 0.95 Specification and/or the Final Specification, but are not themselves expressly set forth in the Revision 0.95 Specification and/or the Final Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); or (b) the implementation of other published specifications developed elsewhere but referred to in the body of the Revision 0.95 Specification and/or the Final Specification; or (c) any portions of any product and any combinations thereof, the sole purpose or function of which is not required for compliance with the Revision 0.95 Specification and/or the Final Specification.

1.14   "Secretary" means the person specified in Section 8.7 that is appointed to undertake certain duties as set forth in this Agreement.

1.15   "Serial ATA" or "SATA" means the Serial ATA specification published by Intel, either as the Rev. 95 Specification or as the Final Specification. The purpose of the SATA specification is to provide technical requirements of a high-speed serialized ATA data link interface. Normative information is provided to allow a technical design team to construct a device that will operate with another device designed to the SATA specification.

2.COMPLIANCE WITH ANTITRUST LAWS

Contributor and Intel are committed to fostering open competition in the development of products and services based on the Revision 0.95 Specification and the Final Specification. Contributor and Intel understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Contributor and Intel agree to comply with all applicable antitrust laws pertaining to Contributor's participation in formulating the Draft Specifications, the Revision 0.95 Specification, and/or the Final Specification, and nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Without limiting the generality of the foregoing, Contributor and Intel acknowledge that this Agreement prohibits any communications regarding costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, exclusion of competitors or any other topic that may be construed as a violation of antitrust laws. Accordingly, Contributor and Intel will counsel their respective representatives who participate in any activities under this Agreement on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of this Agreement, whether or not such discussions and communications take place during formal meetings, informal gatherings, or otherwise.

3.SUBMISSIONS TO INTEL

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

3.1 <u>Confidentiality of Contributions</u>. Contributor agrees that any Contributions made by Contributor shall be deemed to be made on a non-confidential basis and that Intel shall be free to use Contributions for any purpose and may disclose such Contributions to any third parties. Contributor and Intel agree that Contributor can also provide its own Contributions and/or Contributions it receives from Contributing Parties to other Contributing Parties, as well as to any other third parties, at its discretion.

3.2 <u>Copyrights in Final Specification</u>. Effective as of Intel's Adoption of the Final Specification, Contributor hereby agrees to convey to Intel a non-exclusive, undivided, perpetual and equal ownership in the copyrights in the Final Specification, subject to the underlying copyright ownership rights of the Contributions of Contributor. Intel 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 Intel and without permission of the Contributor and without any duty to account.

4.LIMITED PATENT LICENSING OBLIGATIONS.

4.1 <u>Limited Interim License.</u> In addition to any other rights granted under this Section 4, during the period prior to Intel's Adoption of the Final Specification (and subject to the withdrawal provisions under Section 7.3), Intel and Contributor agree to grant to each other and to each Contributing Party a non-exclusive, world-wide license under any Necessary Claims of a patent or patent application reading on any of the Contributions made by Intel and Contributor, respectively, to make, have made, use, import, and otherwise distribute Compliant Portions in and/or for use with **non-revenue generating** samples and/or evaluation units provided that, solely for purposes of this Section 4.1, the definitions of "Necessary Claims," "Compliant Portion" and "Scope" shall each be deemed to include the phrase "Draft Specifications and/or" immediately prior to each existing reference to "Revision 0.95 Specification" in each such definition; and provided further that such license does 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, provided that such license grant will be conditioned upon each Contributing Party's grant of a reciprocal license to Intel and Contributor as evidenced by each such Contributing Party's execution of an Identical Form of Agreement.

4.2 <u>To Intel</u>.

(a)<u>Revision 0.95 Specification.</u> Effective upon Intel's Adoption of the Revision 0.95 Specification (and subject to the withdrawal provisions under Section 7.3), Contributor hereby agrees that it will grant to Intel a non-exclusive, world-wide license, under any Necessary Claims of a patent or patent application reading on any of the Contributions made by Contributor, to make, have made, use, import, sell, offer to sell, and otherwise dispose of Compliant Portions; but only to the extent that it is incorporated as part of a Discrete Controller, and 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 <u>royalty-free</u> basis and under terms that are reasonable and non-discriminatory.

(b)   Final Specification. Effective upon thirty (30) days following Intel's Adoption of the Final Speci-fication (and subject to the withdrawal provisions under Section 7.3), Contributor hereby agrees to grant to Intel a non-exclusive, world-wide license under any Necessary Claims of a patent or patent applica-tion reading on any of the Contributions made by Contributor, to make, have made, use, import, sell, offer to sell, and otherwise distribute and 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 will be granted on a royalty-free basis and under terms that are reasonable and non-discriminatory.

4.3   To Contributor.

(a) Revision 0.95 Specification. Effective upon Intel's Adoption of the Revision 0.95 Specification (and subject to the withdrawal provisions under Section 7.3), Intel hereby agrees to grant to Contributor a non-exclusive, world-wide license under any Necessary Claims of a patent or patent application read-ing on any of the Contributions to make, have made, use, import, sell, offer to sell, and otherwise dis-tribute and dispose of Compliant Portions, but only to the extent that it is incorporated as part of a Dis-crete Controller, and 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 will be granted on a royalty-free basis and under terms that are reasonable and non-discriminatory.

(b) Final Specification. Effective upon thirty (30) days following Intel's Adoption of the Final Specifi-cation (and subject to the withdrawal provisions under Section 7.3), Intel hereby agrees to grant to Contributor a non-exclusive, world-wide license under any Necessary Claims of a patent or patent application reading on any of the Contributions, to make, have made, use, import, sell, offer to sell, and otherwise distribute and 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 will be granted on a royalty-free basis and under terms that are reasonable and non-discriminatory.

4.4   To Adopters and other Contributing Parties.

(a)   Revision 0.95 Specification. Effective upon Intel's Adoption of the Revision 0.95 Specification (and subject to the withdrawal provisions under Section 7.3), Intel and Contributor each agree to grant to the Contributing Parties a non-exclusive, world-wide license under any Necessary Claims of a patent or patent application reading on any of those Contributions made by Intel or Contributor, respectively, to make, have made, use, import, sell, offer to sell, and otherwise distribute and dispose of Compliant Portions, but only to the extent that it is incorporated as part of a Discrete Controller, and provided that such license need not extend to any part or function of a product in which a Compliant Portion is incor-porated that is not itself part of the Compliant Portion. Such license will be granted on a royalty-free basis and under terms that are reasonable and non-discriminatory, provided that such license grant will be conditioned upon each Contributing Party's grant of a reciprocal license to Intel and Contributor, as evidenced by each such Contributing Party's execution of an Identical Form of Agreement.

 (b) Final Specification. Effective upon thirty (30) days following Intel's Adoption of the Final Speci-fication (and subject to the withdrawal provisions under Section 7.3), Intel and Contributor each agree to grant to each Adopter and to each other Contributing Party a non-exclusive, world-wide license under Necessary Claims of a patent or patent application reading on any of those Contributions made by Intel or Contributor, respectively, to make, have made, use, import, sell, offer to sell, and otherwise distribute and 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 <u>royalty-free</u> basis and under terms that are reasonable and non-discriminatory, provided that such license grant will be conditioned upon each Contributing Party's grant of a reciprocal license to Intel and Contributor, as evidenced by each such Contributing Party's execution of an Identical Form of Agreement.

5.DISTRIBUTION; CONFIDENTIALITY

5.1 <u>Distribution of Draft Specifications; Distribution of Contributions.</u>

(a)   On the Effective Date, Intel will distribute to Contributor a copy of the more current of either: (i) the Draft Specification identified by Intel as the Revision 0.9 Specification; or (ii) the Draft Specification, and all additional Contributions, if any, that were previously distributed to Contributing Parties pursuant to Section 5.1(b) below.

(b)   During the period starting on the date of Intel's Adoption of the Revision 0.95 Specification and ending on the date of Intel's Adoption of the Final Specification, Intel will distribute to Contributor and each Contributing Party copies of all additional Contributions, in stand-alone format, that Intel has decided to include in the Final Specification, up to the date of such distribution. Each such distribution shall be made available to Contributor and all Contributing Parties at the same time.

5.2   <u>Confidentiality of Draft Specifications</u>. Until Intel's Adoption of the Final Specification and until the Final Specification is generally made publicly available, Contributor will maintain all versions and revisions 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, and authorized contractors with a need to know and who have signed a written non-disclosure agreement with Contributor with terms no less restrictive than those contained herein, to evaluate and comment thereon. For the purposes of this Section 5.2, the term "Confidential Material" shall not include Contributions made by Contributor, or Contributions in stand-alone format that Contributor has received from Contributing Parties. Contributor shall mark any copies of the Confidential Materials it makes with "confidential," "proprietary" or with a similar legend and shall reproduce all copyright notices and disclaimers therein.

5.3   <u>Residuals.</u> Notwithstanding anything herein to the contrary, any party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, copyrights or mask works of the disclosing party. The term "Residuals" means any information retained in the unaided memories of the receiving party's employees who have had access to the disclosing party's Confidential Material pursuant to the terms of this Agreement. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Material for the purpose of retaining and subsequently using or disclosing it.

5.4   <u>Press Release</u>. Following Intel's Adoption of the Final Specification, Contributor may make a press or other public announcement regarding its activities as a Contributor and may include the names of Intel and other Contributing Parties in such announcement, with Intel's and each such Contributing Party's prior approval.

6. TRADE NAMES

6.1   Non Assertion. Contributor and Intel hereby each agree not to assert against each other, any other Contributing Party or Adopter any trademark, trade name, or similar rights it may have now or hereafter in the names "Serial-ATA Host Controller Interface", "AHCI", "Host Controller Interface", or "SATA Host Controller Interface" (collectively "Trade Names ").

6.2   No Obligation To Use Trade Names. Contributor shall not be obligated to use any of the Trade Names on any product, advertising, or on any other material in any manner.

6.3   Use of the Trade Names. Contributor and Intel hereby each agree that it shall only use any one or more of the Trade Names to label and/or promote products that contain relevant Compliant Portions.

7. TERM AND TERMINATION

7.1   Term.   Unless terminated as provided herein, this Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date.

7.2   Termination By Contributor. Contributor may terminate this Agreement at any time upon giving written notice to the Secretary. After the effective date of termination, Contributor shall not be subject to any agreement to grant any further copyright ownership, or license of its Necessary Claims, except as provided in Section 7.3 below.

7.3   Survival of License Grants if Contributor Terminates. Notwithstanding Contributor's termination of this Agreement, Contributor's and Intel's agreement to grant equal ownership to copyrights as provided in Section 3.2, and to grant the licenses as provided in Sections 4.1, 4.2, 4.3 and 4.4 shall remain in full force and effect but only for those Contributions made by Contributor prior to the effective date of such Contributor's termination.   Regardless of the date when Contributor may terminate this Agreement, Contributor's agreement to grant such ownership and license grants will extend to Intel, and to all Contributing Parties and Adopters (collectively, "Licensees") including Licensees that become Licensees after the effective date of the Contributor's termination; however, Contributor will only receive such ownership and license grants for those copyrights and licenses available as of the effective date of Contributor's termination, and will not be eligible to receive distributions of Draft Specifications or any other material pursuant to Section 5.1 hereof following such termination.

7.4   Additional Clauses to Survive Termination. Sections 5.0, 7.3, 7.4, 8.3, 8.4, 8.5, and 8.6 shall also survive termination of this Agreement.

8. GENERAL

8.1   Effective Date. This Agreement shall become effective upon the date this Agreement is executed by Intel and Contributor.

8.2   No Other Licenses. Except for the rights expressly provided by this Agreement, Intel, Contributor and/or Licensees neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

8.3   No Warranty. All parties acknowledge that all information, including Contributions, provided as part of the Final Specification development process, and the Draft Specification and/or Final Specification itself, are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

8.4   Limitation of Liability. IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO ANY OTHER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

8.5   Governing Law. This Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

8.6   Jurisdiction. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to, jurisdiction and venue in the state and federal courts of New York.

8.7   Notices. All notices hereunder shall be in writing and sent to the parties at the following addresses or at such addresses as the Secretary and/or Contributor may later specify by such written notice. For purposes of this Section 8.7, written notice shall not include notice by electronic mail or by facsimile.

Notices to Intel: Notices to Contributor
Intel Corporation
2111 NE 25th Avenue   _____
Hillsboro, OR 97124   _____
Attn: Amber Huffman, Mailstop JF2-53   _____
Subject: AHCI Specification   _____

With a copy to:
Intel Corporation
2200 Mission College Blvd
Santa Clara, CA 95052
Attn.: General Counsel, Mailstop: SC4-203

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

8.8   Authority. Each party hereby warrants to the other party that it has power to enter into, and perform its obligations as set forth in this Agreement.

8.9   Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.

8.10   Complete Agreement; No Waiver. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of the parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

8.11   No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

8.12   Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

In witness of their agreement, the parties have executed this Agreement below:

Intel Corporation   **Contributor:** _____

By _____   By _____

Name _____   Name _____

Title _____   Title _____

Date_____   Date _____

Fax:_____   Fax: _____

   Please send two signed copies to the following address for agreement execution by Intel:

   Intel Corporation
   Serial ATA AHCI Development
   Mailstop JF2-53
   2111 NE 25th Avenue
   Hillsboro, OR USA 97124