

HIGH DEFINITION AUDIO (“AZALIA”) SPECIFICATION DEVELOPMENT AGREEMENT

Intel has been and is developing a draft specification that may become appropriate for industry-wide adoption and seeks the comments, suggestions, and input of Participant. In order to facilitate communications between Intel and Participant, this Agreement sets out the legal terms that will govern those communications.

“*Intel*” refers to Intel Corporation. “*Participant*” refers to the industry participant named below.

Comments and Suggestions. Intel and Participant may consult with each other on the content, feasibility, and other aspects of one or more revisions of a Draft Specification for the next-generation audio sub-system currently referred to as “High Definition Audio” by Intel (“Draft Specification”). Participant hereby grants Intel a non-exclusive, royalty-free license, including sub-license rights, under Participant’s applicable intellectual property rights for Intel to incorporate the comments and suggestions of Participant into the Draft Specification.

In Confidence. Participant will maintain the Draft Specification 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 neither disclose nor copy the Draft Specification except as necessary for its employees with a need to know. Any copies which are made will be marked "confidential," "proprietary" or with a similar legend. Unless the parties agree otherwise, this obligation of confidentiality will expire **5 years** from the effective date of this Agreement. The effective date is the latter of the two signatory dates shown below. A party will not, however, be liable for the disclosure of any information which is:

- a) rightfully in the public domain other than by such party’s breach of a duty; or
- b) rightfully received from a third party without any obligation of confidentiality; or
- c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or
- d) independently developed by the receiving party without reference to the Draft Specification; or
- e) required by law.

Licensing. Intel intends to license the right to implement the final version of the Draft Specification to all interested parties on a non-discriminatory, reciprocal, royalty-free basis on terms substantially similar to those set out in the accompanying Sample Specification Adopter Agreement. Participant agrees that Intel has the right to disclose the Specification in draft and in final form, including any or all of Participant’s suggestions; however, Intel shall not associate or identify Participant as the provider of such. Participant agrees not to assert any copyright claim related to all or any portion of the Specification.

Effective upon Intel’s release of the final version of the Specification, and subsequent versions thereof, then with respect to any suggestion or improvement to the Specification made by Participant, Participant grants to Intel, under any claim of a patent or patent application otherwise infringed, a non-exclusive, royalty-free, non-transferable, world-wide license, with rights to sublicense, to make or have made products which implement and comply with the Specification, and to use, sell, offer to sell, and import such products, solely where infringement of such claims would not have occurred but for implementation of and compliance with the Specification in such products.

Fellow Participants. Intel may invite additional parties to become “Fellow Participants.” When Intel identifies such a Fellow Participant, then Participant shall be free to exchange information relating to the Draft Specification with such party, and such information shall be treated as confidential as provided above.

Early Termination. A party may terminate this Agreement as to itself at any time without cause upon written notice to the other. All obligations of confidentiality, and the License granted above, will survive the termination of this Agreement.

General. This Agreement does not create a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products implementing the Draft Specification or its final version. This Agreement will be governed by the laws of Delaware. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, negotiations and understandings with respect to the subject matter hereof, and can only be modified in a writing signed by both parties’ authorized representatives.

AGREED: INTEL CORPORATION

PARTICIPANT: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Participant’s Address: _____

Contact Name/Email: _____

HIGH DEFINITION AUDIO (“AZALIA”) ADOPTER AGREEMENT No. _____

This is a royalty-free, reciprocal patent license for parties who wish to make use of the interface described in the Intel High Definition Audio Specification Revision 1.x in their products. When Adopter’s authorized representatives signs this Agreement and delivers it to Intel, this Agreement will be legally binding and will extend to all Fellow Adopters.

1. Definitions: As used in this Agreement,

- “Adopter” is the party identified at the bottom of this Agreement.
- “Fellow Adopters” are Intel Corporation (“Intel”) and any other entity which executes or has executed and delivered to Intel Corporation a substantially identical counterpart of this Agreement, including any entity which directly or indirectly controls, is controlled by, or is under common control with a Fellow Adopter, so long as such control exists.
- The “Specification” is the final version of the specification described by Intel in the document entitled “High Definition Audio Specification, Revision 1.x” (where ‘1.x’ will indicate an initial Revision 1.0, and any subsequent updated Revision versions up to and including Revision 1.9, as released by Intel), which has been or will be published by Intel (and excluding all subsets or extensions).
- The “High Definition Audio Interfaces” are the electrical interfaces, links, controller(s) and bus control protocol(s) disclosed in, and required by the Specification.
- “Interface Claims” means claims of a patent or patent application, which are owned or controlled by a party at any time during the term of this Agreement, that are necessarily and unavoidably infringed in order to comply with the High Definition Audio Interfaces. “Interface Claims” does not include: (a) claims relating to manufacturing technology; (b) claims to any enabling technologies which are not defined in the Specification and may be necessary to make or use any product or portion thereof in compliance with the High Definition Audio Interfaces; (c) claims covering the use or implementation of other specifications, technical documentation or technology merely referred to in the High Definition Audio Interfaces; (d) claims not required to be infringed in complying with the High Definition Audio Interfaces (even if in the same patent as Interface Claims); or (e) claims which, if licensed, would require a payment of royalties to unaffiliated third parties.

2. Reciprocal License - Intel and Adopter agree as follows:

- Each Fellow Adopter grants to each other Fellow Adopter a reciprocal, non-exclusive, royalty-free, nontransferable, non-sub-licensable, perpetual and worldwide license under its Interface Claims to make, have made, use, import, offer to sell and sell products which comply with the High Definition Audio Interfaces; provided that such license shall not extend to products or features of a product which are not required to comply with the High Definition Audio Interfaces or to which there is a technically feasible alternative to infringing a given Interface Claim. Adopter hereby accepts the licenses granted by the Fellow Adopters, and grants a reciprocal license to the Fellow Adopters. To avoid doubt, Adopter is only obligated to grant licenses to those Fellow Adopters who grant reciprocal licenses to Adopter.

3. General - Intel and Adopter agree as follows:

- Not Partners. The parties are independent companies and are not partners or joint venturers with each other. Intel is not acting on behalf of any other entity including, but not limited to, other adopters or promoters of the Specification.
- No Warranty. The Specification is provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE. INTEL DISCLAIMS ALL LIABILITY, INCLUDING LIABILITY FOR INFRINGEMENT OF ANY PROPRIETARY RIGHTS, RELATING TO USE OF THE SPECIFICATION OR THE INTERFACE CLAIMS IN ANY WAY.
- Damages. Neither party will be liable for any loss of profits, loss of use, incidental, consequential, indirect, special or other damages arising out of this Agreement, even if such party had advance notice of the possibility of such damages.
- Governing Law. This Agreement shall be construed and controlled by the laws of Delaware. Any litigation arising out of this Agreement shall take place in Delaware, and the parties irrevocably consent to jurisdiction of the state and Federal courts there.
- Complete Agreement, No Other Licenses. This Agreement sets forth the parties’ entire agreement regarding its subject matter. Except for the rights expressly provided by this Agreement, neither party grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights. No modifications of this Agreement shall be binding unless agreed to in writing by authorized representatives of both parties.

INTEL CORPORATION**ADOPTER:**

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Email Address: