

POWERWISE INTERFACE (PWI) ADOPTERS AGREEMENT

This is a confidentiality and patent license agreement among parties wishing to adopt the PowerWise Interface Specification

ATTACHMENT A

ADOPTERS AGREEMENT

1. Definitions

- 1.1 The “Promoters” are National Semiconductor Corporation, ARM Limited, other corporations added from time to time and noticed to all Adopters, and their Related Affiliates.
- 1.2 “Adopter” is the entity named at the end of this Agreement.
- 1.3 “Fellow Adopters” are the Promoters, and the Adopters who have executed an identical counterpart of this Agreement and delivered it to Promoters.
- 1.4 The “Promoters’ Agreement” is that agreement with an effective date of April 8, 2004, executed by the Promoters.
- 1.5 “Related Affiliate” is an entity that, directly or indirectly, is under common Control by a party hereto, or an entity that, directly or indirectly, is under common Control by any of the aforementioned entities, so long as such Control exists.
- 1.6 “Contributions” means any and all comments, specifications, materials or ideas provided in writing by Adopter or Promoter to the Promoters for use in development or revision of the PWI Specification.
- 1.7 “Control” means beneficial ownership of more than fifty percent of the voting stock or equity in an entity.
- 1.8 “Necessary Claims” shall mean those claims, and only those claims, of all patents and patent applications, issued prior to or during the term of this Agreement other than design patents and design registrations, throughout the world which a Promoter or Adopter, as applicable, or its Related Affiliates has the right to grant licenses of the scope granted herein without such grant or the exercise of rights thereunder resulting in payment of royalties or other consideration to third parties (except for payments to Related Affiliates) and which read on a version of the PWI Specification adopted by the Promoters, only to the extent that such claims would not be infringed but for compliance with the PWI Specification and where such infringement could not have been avoided by another commercially reasonable noninfringing alternative method. Necessary Claims shall not include, and no license shall apply to, implementation examples of any form.
- 1.9 “PWI Specification” is the specification entitled PowerWise Interface Specifications authored and published by the Promoters and updates thereto adopted under the Promoters’ Agreement. The PowerWise Interface referred to in this Agreement is a serial interface for the exchange of power management data between digital SoC (system on a chip) and their power management IC(s).
- 1.10 “Administrator” shall mean the Promoter chosen to administer the PWI Specification as the Promoters may determine from time to time. As of the Effective Date (as defined in Clause 4.10), of this Agreement the Administrator is National Semiconductor Corporation.
- 1.11 The “PowerWise Interface” referred to in this Agreement is a serial interface for the exchange of power management data between digital SoC(system on a chip) and their associated power management IC(s).
- 1.12 “SDM” shall mean a Specification Development Meeting held to initially develop or to later update or revise the Specification.

2. Licenses:

2.1 License of Contributions. Adopter hereby assigns under their copyrights and grants license under their trade secrets to the Promoters the rights in Adopter’s Contribution(s), to publish and otherwise distribute all versions of the PWI Specification, including draft, revision and final versions.

2.2 Grants of Licenses. Upon Adopter’s execution of this Agreement, this license is granted by Adopter to all Fellow Adopters (including the Promoters), and the corresponding licenses granted by all other Fellow Adopters shall extend to Adopter. In each case, the Fellow Adopter and its Related Affiliates granting the license is referred to as the “Licensor.”

- a) Upon agreement by the Promoters as to the final revision of the text of the PWI Specification, the Promoters grant to each Adopter and its Related Affiliates a non-exclusive, royalty-free, non-transferable, paid up, perpetual, non-

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sublicensable, worldwide license to the copyright on the PWI Specification to copy and publish excerpts of the PWI Specification in Adopter's product support literature, including but not limited to, data sheets and application notes.

b) Upon agreement by the Promoters as to the final revision of the text of the PWI Specification, Licensor grants to each Fellow Adopter and its Related Affiliates a non-exclusive, royalty-free, non-transferable, paid up, perpetual, non-sublicensable, worldwide license under its Necessary Claims to make, have made, use, import, offer to sell and sell and otherwise distribute the PowerWise Interface compliant portions of products, whether hardware, software, or some combination of hardware and software, which implement and fully comply with the PWI Specification so long as the PowerWise Interface compliant portion of the licensee's product is fully compliant with such PWI Specification (including subsequent versions of the PWI Specification); provided that such license shall not extend to features of a product which are not required to comply with the PWI Specification.

2.3 Acceptance of Licenses. Adopter hereby accepts the Licenses granted hereunder.

2.4 Withdrawal. Adopter may withdraw at any time by providing written notice to the Administrator. The effect of such withdrawal is that all licenses granted by a withdrawing Adopter, with respect to the PWI Specification and any updates thereto existing on the date of withdrawal, shall continue in full force and shall extend to entities who become Fellow Adopters and their Related Affiliates and customers as provided in the license even after such withdrawal. Further, the licenses granted to such Adopter shall continue to apply with respect to the PWI Specification and any updates adopted by the Promoters more than sixty (60) days prior to the date of withdrawal. No license shall be deemed granted or received by such Adopter as to any revised PWI Specification adopted less than sixty (60) days prior to or after the date of such withdrawal.

2.5 Trademarks. No Adopter (including its Related Affiliates) shall obtain a trademark registration on the term PowerWise, PowerWise Interface, PWI or any confusingly similar term or mark without allowing the Fellow Adopters to use such terms as provided herein. The Adopter and its Related Affiliates hereby agree not to assert against any Fellow Adopter any trademark or trade name rights they may have now or hereafter in the name PowerWise, PowerWise Interface and PWI, or any available mark or logo adopted by the Promoters for use in or with such PWI Specification provided Adopter does not notify a Promoter in writing that it has such rights within thirty (30) days of receipt of Promoter's written notice of any such proposed available mark or logo. Adopter shall notify the Administrator if it believes it possesses any such rights. The Adopter and its Related Affiliates will use only the mark(s) and logo(s) specifically adopted and authorized by the Promoters to refer to the PWI Specification and to products which fully comply with the PWI Specification.

3. Contributions and Patents

3.1 Notice of Necessary Claims in Contributions. Adopters shall take reasonable efforts to notify the Promoters of any known Necessary Claims they own in their Contributions, the initial draft of the PWI Specification, or any revision or proposed revision, of the PWI Specification. For sake of clarity, this Section 3.1 applies only to Necessary Claims personally known by the Promoter's representative to this consortium and does not imply any obligation on behalf of any Adopter to conduct a patent infringement search on Contributions or the Specification in any form.

3.2 Necessary Claims of third parties. Adopters shall take reasonable efforts to notify the Promoters of any known Necessary Claims owned by third parties in their Contributions, the initial draft of the PWI Specification, or any revision or proposed revision, of the PWI Specification. For sake of clarity, this Section 3.2 applies only to third party's Necessary Claims personally known by the Promoter's representative to this consortium and does not imply any obligation on behalf of any Adopter to conduct a patent infringement search on Contributions or the PWI Specification in any form.

3.3 Solely Developed Inventions. Inventions first conceived or reduced to practice solely by any Adopter, as those terms are used before the United States Patent and Trademark Office, during a SDM under and during the term of this Agreement shall be the exclusive property of that Adopter. The Adopter making the invention shall have the exclusive right and discretion to: (i) protect any of its inventions so made as a trade secret; (ii) seek trademark, mask work, or copyright protection therefor; (iii) file for and maintain patents therefor; or (iv) forgo any of the above intellectual property. The Adopter making the invention shall be responsible for all registration, prosecution or maintenance costs therefor. The other

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Adopter(s) and/or Promoter(s) not making the invention shall execute all lawful papers, instruments, oaths, and declarations necessary for the preparation and prosecution of patents therefor.

3.4 Jointly Developed Inventions. Inventions first conceived or reduced to practice jointly, as those terms are used before the United States Patent and Trademark Office, by multiple Adopters and/or Promoters during a SDM under and during the term of this Agreement shall be jointly owned by all of those Adopter and/or Promoters. Each inventing Adopter and/or Promoter shall have the right to exploit and license the jointly conceived inventions without accounting to the other inventing Adopter(s) and/or Promoter(s). The inventing Adopter(s) and/or Promoter(s) shall mutually agree which inventing Adopter and/or Promoter shall bear the responsibility for preparing and filing any patent for jointly conceived inventions in the United States and foreign countries. Unless inventing Adopter(s) and/or Promoter(s) elects not to seek or maintain patent protection for any jointly conceived invention in any particular country, costs shall be borne equally by all of the inventing Adopter(s) and/or Promoter(s). If inventing Adopter(s) and/or Promoter(s) elect(s) not to seek or maintain patent protection, the other inventing Adopter(s) and/or Promoter(s) may apply for and maintain such patent at their own expense in such country and shall have full control over the prosecution and maintenance, however title to any resulting patent shall be jointly owned by all of the inventing Adopter(s) and/or Promoter(s).

3.5 Rights in inventions made solely or jointly by Promoters and/or Adopters outside SDMs shall be determined by the inventing party (parties) independent of this Agreement.

4. Confidentiality

4.1 Prior to initial publication of the PWI Specification, and thereafter with respect to any proposed updates or revisions to such PWI Specification, each Fellow Adopter will maintain all drafts of the PWI Specification and the Contributions made by each Adopter or Promoter to such drafts or revisions ("Confidential Information"), 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. An Adopter shall not disclose or copy Confidential Information except as necessary for its employees or independent contractors with a need to know who have executed written agreements with such Adopter containing confidentiality obligations at least as restrictive as those contained herein for the sole purpose of performing its obligations to such disclosing Adopter. 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 date of disclosure of Confidential Information to each Fellow Adopter and shall survive withdrawal by a Adopter. A party will not, however, be liable for the disclosure of Confidential Information which is:

- a) rightfully in the public domain other than by the Adopter 's breach of a duty of confidentiality; or
- b) rightfully received from a third party without any obligation of confidentiality; or
- c) rightfully known to the Adopter without any limitation on use or disclosure prior to its receipt from the disclosing party as evidenced by written records; or
- d) independently developed by employees of such Adopter without use of the Confidential Information as evidenced by written records; or
- e) rightfully disclosed as required by law; but if an Adopter is required by a government body or court of law to disclose Confidential Information, prior to such required disclosure, the Adopter shall give the owner of the Confidential Information reasonable advance notice of any such disclosure and shall cooperate with the Fellow Adopter in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the such disclosure and/or use of the Confidential Information; or
- f) made public by unanimous agreement of the Promoters.

4.2 Publicity. The Promoters shall announce the existence of their relationship and this Agreement at a time to be mutually determined. The Promoters may list Fellow Adopters on the PowerWise website and in press releases, Fellow Adopters may list their membership on their websites and product literature, but neither party shall issue any press release or mention the of the other, beyond the allowed lists, without review and prior written approval by the other party.

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4.3 Residuals. Nothing in this Section 4 is intended to preclude any Fellow Adopter from using Residual Knowledge. The term "Residual Knowledge" means ideas, concepts, know-how or techniques related to the disclosing Fellow Adopter's technology that are retained by the unaided memories of the receiving Adopter's employees and independent contractors pursuant to Section 4.1 above who have had access to Confidential Information consistent with the terms of this Agreement. An employee's or independent contractor's memory will be considered to be unaided if the employee or independent contractor has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it. The receiving Adopter's use of Residual Knowledge is subject to valid patents, copyrights, trade secret, trademark and semiconductor mask work rights of the disclosing Fellow Adopter.

5. General

5.1 No Other Licenses. Except for the rights expressly provided by this Agreement, Adopter neither grants nor receives any license to or right to use any trademark, tradename, copyright, or maskwork hereunder. Except for the rights expressly provided by this Agreement, Adopter neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

5.2 No Warranty. Adopter acknowledges that the PWI Specification is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

5.3 Limitation of liability. IN NO EVENT WILL ANY PROMOTER OR ADOPTER BE LIABLE TO ANY OTHER PROMOTER OR ADOPTER FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENT LICENSED HEREUNDER, OR RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS WHEN PRACTICING THE PWI SPECIFICATIONS OR WITHIN THE SCOPE OF ANY LICENSED PATENT.

5.4 Governing Law. This Agreement shall be construed and controlled by the laws of New York.

5.5 Not Partners. Adopter understands that the Promoters are independent companies and are not partners or joint venturers with each other. While the Promoters may select an entity to handle certain administrative tasks for them, no party is authorized to make any commitment on behalf of all or any of them.

5.6 Complete Agreement. This Agreement sets forth the entire understanding of the agreement between the Adopters and the Promoters 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 all Fellow Promoters

5.7 Assurance of Authority.

- a) Adopter represents and warrants that it has the authority to enter into and execute this Agreement, and if it has one or more Related Affiliates, to bind all such Related Affiliates.
- b) Promoter represents and warrants that it has the authority to enter into and execute this Agreement, and if it has one or more Related Affiliates, to bind all such Related Affiliates.

5.8 Export Compliance. The Adopter shall adhere to all applicable U.S. and foreign laws, regulations and rules relating to the import, export and re-export of the technical information including, but not limited to, the PWI Specification or Contributions provided hereunder.

5.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

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5.10 Effective Date. This Agreement shall be legally binding when:

- 1) the Promoter has signed the Agreement, and
- 2) the Adopter has signed the Agreement.

5.11 Notices. All notices under this Agreement shall be sent to:

If to the Promoters:
 Ravi Ambatipudi, M/S D2-740
 National Semiconductor Corporation
 2900 Semiconductor Drive
 Santa Clara, CA 95051, USA
 FAX: 408 – 721 – 2490
 Email: ravindra.ambatipudi@nsc.com

If to Adopter:

In witness of their agreement, the Promoter and Adopter have executed this Agreement below:

Adopter:

Promoter:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____