

USR Alliance Adopter Participant Agreement

This USR Alliance Adopter Participant Agreement (“**Adopter Participant Agreement**”) is entered into by and among the undersigned party below (“**Adopter**”) and acknowledged by the Secretary on behalf of the USR Alliance, and is effective as of the Effective Date set forth below.

Background and Purpose

- A. The USR Alliance Promoters (“**Promoters**”) want to encourage industry awareness and opportunity by creating a forum to define, discuss and specify all aspects of using Ultra Short Reach (“**USR**”) links that are used to connect dies within a package using an organic substrate known as Multi-Chip Modules (MCMs). To these ends the Promoters have developed certain methods and proprietary rights to various technologies in and to USR links (“**USR Technology**”).
- B. The Promoters will initially focus on use of high-rate, multi-wire USR links in I/O connectivity applications. They will also extend discussions to other USR-related topics across multiple disciplines, including enabling other relevant applications, defining complementary transport protocol and software API’s, defining application-specific electrical profiles, and addressing power management issues.
- C. The outputs for the USR Alliance are intended to be:
 - i. Implementation agreements for the electrical and logical interfaces;
 - ii. Conformance test suites to enable interoperability;
 - iii. Market awareness and education;
 - iv. Use case analyses.
- D. The Promoters intend to create a forum for participation by creating various tiered membership levels that will include Promoters, Contributor Participants and Adopter Participants to effectively encourage participation by various industry participants with transparent decision-making and a sense of fair play (referred to as the “**USR Alliance**”).
- E. It is the intention of the Promoters to license their respective USR Technology on fair, reasonable and non-discriminatory terms amongst themselves and to industry adopters pursuant to proprietary bilateral licenses outside of the Alliance.

Agreement

1. **DEFINITIONS.** For purposes of this Agreement, unless otherwise defined herein, the definitions as set forth in the Charter shall apply.
2. **USR ALLIANCE CHARTER/ANTI-TRUST GUIDELINES/IPR POLICY**
 - 2.1. **INITIAL CHARTER:** Adopter hereby agrees to be bound by the terms of the Charter, attached hereto as Exhibit A (“**Charter**”), as may be amended from time to time by the Board of Directors.
 - 2.2. **USR ALLIANCE ANTI-TRUST GUIDELINES:** At all times during their participation in the activities of the Alliance, the Adopter agrees to comply with the terms of the USR Alliance Anti-Trust Policy attached to the Charter as may be amended from time to time by the Board of Directors.
 - 2.3. **USR ALLIANCE INTELLECTUAL PROPERTY RIGHTS POLICY:** It is not the intention within the USR Alliance to jointly or individually develop any technologies under the terms of

this Agreement or the Charter, or through the activities of the Alliance. All licensing to existing technologies that are owned by the respective Submitter(s) (as such term is defined in the Charter) shall be on a bilateral basis between the respective Submitter and third party licensee. By executing this Agreement, Adopter agrees to be bound by the terms of the USR Alliance Intellectual Property Rights Policy attached as Exhibit B to the Charter (“**IPR Policy**”).

3. GENERAL

- 3.1. **NO OTHER LICENSES.** Except for the rights expressly provided by this Agreement, including the rights granted in the Charter, no Participant grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.
- 3.2. **GOVERNING LAW.** This Agreement shall be construed and controlled by the laws of California applicable to agreements made and to be performed entirely within such state. Adopter agrees to waive a jury trial in any action arising out of this Agreement.
- 3.3. **JURISDICTION.** Adopter agrees that all disputes arising in any way out of this Agreement shall be heard exclusively in, and Adopter irrevocably consents to jurisdiction and venue in, the state and federal courts in the County of Santa Clara, California.
- 3.4. **NOTICES.** Any notice required to be given under this Agreement shall be in writing and sent by overnight mail or international courier, which requires signing on receipt, postage prepaid, to the Alliance at the address first listed above or at such address as the Board of Directors may later specify by written notice.
- 3.5. **NOT PARTNERS.** Adopter and the other Participants are independent companies and are not partners or joint venturers with each other. While the Participants may select an entity to handle certain administrative tasks for them, no Participant is authorized to make any commitment on behalf of all or any of them.
- 3.6. **FREEDOM OF ACTION.** This Agreement shall not be construed to limit the freedom of any Participant to acquire, develop, manufacture, use, or market any technology or product, to contribute to any technical standard, or to deal with any other third party.
- 3.7. **ASSIGNMENT.** Except as otherwise expressly provided herein, Adopter shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Board of Directors. Subject to the limitations set forth in this agreement, this Agreement shall inure to the benefit of and be binding upon Adopter and its respective successors and assigns.
- 3.8. **COMPLETE AGREEMENT.** No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by the Board of Directors. This Agreement and the incorporated terms of the Charter and its Exhibits sets forth the entire understanding of the Alliance and Adopter and supersedes all prior agreements and understandings relating thereto.
- 3.9. **ORDER OF PRECEDENCE.** This Agreement and the Charter shall be construed together. To the extent of any inconsistency between them, the provisions of the Charter shall take precedence, and then this Agreement.
- 3.10. **SEVERABILITY.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.
- 3.11. **EFFECTIVE DATE.** This Agreement shall become effective upon the latest date of the accomplishment of each of (x) Adopter’s signature, (y) Secretary’s counter signature on behalf of the Board of Directors, and (z) Adopter’s payment of the initial Membership Fee due under this Agreement. The undersigned agrees that all participation fees are nonrefundable for any reason, including termination of this Agreement. There is no duty to renew this Agreement and renewal may only be accomplished as set forth below in section 3.12.

3.12. TERM. The term of participation shall be on a year-to-year basis, expiring on the 365th day from the date acknowledged by the Secretary below. The Alliance will invoice the then-current renewal fee to Adopter ninety (90) days prior to the expiration of the pending term and Adopter's payment thereof shall constitute a renewal of participation as an Adopter. Failure to make a timely renewal shall be cause for suspension and termination of this Agreement and all Adopter benefits.

4. TERMS SPECIFIC TO ADOPTER

- 4.1. RIGHTS OF ADOPTERS. Upon the effective date of this Agreement as established pursuant to Section 3.11 above, Adopter shall be afforded the rights and benefits as set forth in the Charter with respect specifically to Adopter Participants.
- 4.2. MEMBERSHIP FEES. In order to maintain good standing within the Alliance as an Adopter Participant, Adopter must pay its annual membership fees as set forth in the Charter with respect to Adopter Participant level Membership Fees. In the event Adopter submits a sworn affidavit to the Secretary indicating that its annual revenues do not meet the threshold set forth in Exhibit C, then Adopter shall be invoiced the reduced annual Membership Fee as set forth therein.
- 4.3. NO RIGHT TO SERVE ON BOARD OF DIRECTORS. By way of their status as an Adopter, Adopter is only entitled to the rights as set forth in the Charter. Adopter is not entitled to nominate any representative to the Board of Directors.
- 4.4. CHANGE IN PARTICIPANT STATUS. In the event Adopter applies to become a Contributor (or Promoter), then Adopter shall apply to the Board of Directors to obtain such Participant level status as set forth in the Charter. In the event Adopter becomes a Contributor (or Promoter) then this Agreement shall terminate immediately on its own terms as of the effective date of such Contributor Participant Agreement (or Promoter Participant Agreement) and the terms of such agreement shall supersede this Agreement from that effective date.

[Signature Page to Follow.]

In witness of their agreement, Adopter has executed this Agreement below and the Secretary of the USR Alliance has so acknowledged by counter-signing the same. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together shall constitute one and the same instrument. The parties hereto confirm that any facsimile copy of another party's executed counterpart of this Agreement (or its signature page) will be deemed to be an executed original hereof. By signing below, the individual executing this agreement on behalf of Adopter warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry.

Adopter Company Name: _____
Contact Name: _____ (Name/Title)
Email address: _____
Company Address: _____ _____ _____
Telephone Number _____ (include Country Code)
Fax Number: _____

[ADOPTER COMPANY]

[SECRETARY OF ALLIANCE]

By: _____

Acknowledged By Secretary of Alliance

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 201_

Date: _____, 201_

Exhibit A
CHARTER of USR ALLIANCE