

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 representative 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: