

CONFIDENTIAL
Smart Battery System Implementers Forum (SBS-IF)
SMBus 2.0 SPECS Participant Agreement

PARTICIPANT'S AGREEMENT

The SBS-IF Promoters are developing SMBus 2.0 SPECS. The SPECS may become appropriate for industry-wide adoption and the Promoters seek the counsel, advice, and input of Participant. As used herein, "SPECS" means SMBus specifications 2.0 with provisional versioning back to 1.95. In order to facilitate consultations between the Promoters and Participant, this Agreement sets out the legal terms that will govern those consultations. As used herein, "Promoters" means Duracell, Incorporated; Moltech Power Systems; Fujitsu, Ltd.; Intel Corporation; Linear Technology Inc.; Maxim Integrated Products; Mitsubishi Electric Semiconductor Co.; PowerSmart, Inc.; Toshiba Battery Co. Ltd.; Unitrode Corporation; and USAR Systems, Inc. "Participant" refers to the industry participant named below and its Affiliates. "Affiliate" is an entity that directly or indirectly controls, is controlled by, or is under common control with another entity, so long as such control exists. "Control" means beneficial ownership of more than fifty percent of the voting stock or equity in an entity.

Consultation. Any Promoter and Participant may consult with each other on the content, feasibility, and other aspects of one or more revisions of the SPECS. The Promoters shall be free to incorporate the suggestions of Participant into the SPECS.

Licensing. The Promoters intend to license the right to implement the Licensed SPECS to the Smart Battery Systems Implementers Forum members and the right to sell products based on the Licensed SPECS on a royalty-free basis. The Promoters have the right to disclose the SPECS in draft and in final form, including Participant's suggestions to third parties.

Upon agreement by the Promoters as to the text of the Licensed SPECS, with respect to any suggestion or improvement to the SPECS made by Participant and incorporated in the Licensed SPECS, Participant and its Affiliates hereby grants to each Promoter and its Affiliates and to each Adopter and its Affiliates a nonexclusive, nontransferable, royalty-free, non-sublicenseable, worldwide, perpetual, irrevocable, reciprocal license under its Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, lease, sell, promote and otherwise distribute Compliant Portions; provided that such license shall 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.

Nonconfidentiality of Participant Submissions. Participant agrees that any submissions it makes to the Promoters regarding the SPECS or their drafts shall be deemed to be made on a non-confidential basis and that the Promoters shall be free to use these submissions for any purpose and disclose such submissions to each other and any third parties.

Copyrights in SPECS as Adopted. Participant hereby conveys a non-exclusive, undivided, and equal ownership in any copyright interests it may have in any submission

it makes to the Promoters that is ultimately incorporated into any SPECS that are finally adopted by the Promoters and authored and published by the Promoters. Each Promoter may exercise any and all rights of copyright ownership and sublicense such rights in any such SPECS as if such rights were solely owned by such Promoter and without permission of the Participant and without any duty to account.

Fellow Participants. The Promoters may invite additional parties to become “Fellow Participants” by execution by those additional parties of a Participant’s Agreement identical to this agreement. When a Promoter identifies such a Fellow Participant, the Participant shall be free to exchange information relating to the non-final versions of the SPECS with such Fellow Participant, 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 SPECS or its final version. This Agreement will be governed by the substantive laws of Delaware without reference to conflict of laws principles. Participant understands that all of the Promoters are intended third party beneficiaries of this Agreement and may enforce the provisions thereof against Participant. This Agreement may be executed in any number of counterparts, each of which when so executed and timely delivered shall be deemed an original, and such counterparts together shall constitute one instrument. Each Participant warrants that the Participant has not contributed any third party confidential information to the SPECS and that it has the authority to enter into this Agreement.

Effective Date. This Agreement shall be legally binding when:

- 1) the Promoter has signed the Agreement,
- 2) the Participant has signed the Agreement, and
- 3) the Agreement has been received by mail or via fax at:

Fax:
Smart Battery Systems Implementers Forum (SBS-IF)
ATTN: Michelle Chuaprasert
Fax: 01 360 838-2003

Mail:
Smart Battery Systems (SBS) Specifications
c/o Michelle Chuaprasert
2200 Mission College Blvd.
RN6-44
Santa Clara, CA 95052

Definitions

“Compliant Portion” means portions of products (hardware, software or combinations thereof) that implement and are Fully Compliant with the SPECS.

“Necessary Claims” shall mean those claims of all patents, other than design patents and design registrations, throughout the world are entitled to an effective filing date prior to January 1, 2003, in which a Participant, or its Affiliates, has the right, at any time during the term of this Agreement, to grant licenses of the scope granted, and (i) which are necessarily infringed in order to implement and comply with the SPECS, where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such SPECS and licensor shall have the burden of proof to establish that a claim falls outside the scope this clause (i), or (ii) for which infringement is based on an implementation of any example included in the body of the Licensed SPECS. Necessary Claims shall not include, and no license shall apply to, (a) implementation examples included solely in any appendix, exhibit or other attachment to the Licensed SPECS, (b) claims relating to semiconductor manufacturing technology, (c) claims not required to be infringed in implementing and complying with the SPECS even if in the same patent as Necessary Claims, or (d) claims relating to underlying operating system functionality not directly related to SPECS.

“Licensed SPECS” means the SPECS, as finally adopted by the Promoters, authored and published by the Promoters.

“Fully Compliant” means communicates according to the System Management Bus defined in the SPECS.

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

If to the Promoters:	If to Participant:
Smart Battery System Implementers Forum (SBS IF) ATTN: Michelle Chuaprasert FAX: 01 408 765 5403	_____ _____ _____ _____ _____

AGREED:

PARTICIPANT	PROMOTER
Corp. Name: Signed: Name: Title: Date:	Corp. Name: Signed: Name: Title: Date: