

## **ADOPTER AGREEMENT**

This Adopter Agreement is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_ (“Adopter”) and Promoters, including each Entity that is set forth in Schedule 2, as it may be amended from time to time. Each of the Parties hereby agrees as follows:

### **BACKGROUND**

A. The Promoters have concluded a Consortium Agreement under which they wish to establish specifications and standards for transmitting Ethernet frames at a rate of 25 gigabits per second.

B. The Promoters wish to inform about the licensing procedure for Adopters.

C. The Promoters intend under the Consortium Agreement to utilize Specification(s) to enable the transmission of Ethernet frames at a rate of 25 and 50 gigabits per second.

D. The Promoters have agreed to allow third parties to become an Adopter and thus Member of the Consortium.

In consideration of the mutual promises and conditions contained here, the Adopter agrees as follows:

**1. Definitions.** All capitalized terms used herein, including those set forth in Schedule 1, have the meanings indicated, and cognate terms have corresponding meanings.

**2. Objectives.**

2.1 The Objectives of the Consortium are:

(a) To utilize the Specification(s) to enable the transmission of Ethernet frames at a rate of 25 and/or 50 gigabits per second;

(b) To promote standardization and improvement of the interfaces for Licensee Products;

(c) To enable industry participants to develop new technologies that function in accordance with the Specification(s);

(d) To benefit consumers and the industry by facilitating accelerated adoption of 25 and/or 50 gigabits per second technologies.

For the avoidance of doubt, the Objectives do not prevent or obstruct any Member in any way from participating in, or from supporting any research or development of, any standard which is competitive with the Specification(s).

**3. Membership.**

3.1 The Consortium shall be open for participation by any Entity willing and able to make an active and material contribution to the Objectives.

**4. Steering Committee.**

4.1 The Steering Committee shall be the body in charge of the day-to-day management of the Consortium.

4.2 The Steering Committee shall make decisions on behalf of the Consortium, including without limitation the decision to add new Promoters, in accordance with the Voting Rules. Each Promoter shall have one vote at Steering Committee Meetings.

4.3 The Steering Committee shall meet regularly, in accordance with a schedule adopted by the Promoters. Only Promoters may attend or participate in the Steering Committee Meetings.

4.4 The Steering Committee shall, at the first Steering Committee Meeting, in accordance with the Voting Rules, elect a Secretary.

**5. Adopters and Promoters.**

5.1 In order for an Entity to become an Adopter, such Entity must sign the Membership Agreement and this Adopter Agreement.

5.2 The initial Promoters are listed in Schedule 2 hereto, each of whom was an original signatory to the Consortium Agreement.

**6. Rights and Responsibilities of Members.**

6.1 Each Adopter shall identify a Representative who is invited to attend General Meetings and to participate in the activities of the Consortium, subject to the terms of this Adopter Agreement. Each Adopter may replace its Representative at any time by providing written notice to the Secretary.

6.2 Each Member shall at all times act in good faith in furtherance of the Objectives.

6.3 Each Member's rights and obligations under this Adopter Agreement shall become effective when the Member joins the Consortium.

6.4 Adopters are not invited to attend or participate in the Steering Committee Meetings, nor do Adopters have any voting rights with respect to the activities of the Consortium, except to the extent otherwise provided by the Steering Committee or as expressly set forth in the Policies and Procedures. If an Adopter wishes to provide input to the Steering Committee, such Adopter may provide such input in writing to the Secretary in accordance with the Policies and Procedures.

## **7. General Meetings.**

7.1 The Consortium shall hold General Meetings that each Member is invited to attend. The Secretary shall provide notice of each General Meeting to all Members at least thirty (30) days prior to such General Meeting

7.2 The Steering Committee, in accordance with the Voting Rules, shall determine the agenda for each General Meeting.

7.3 The Steering Committee, in accordance with the Voting Rules, may adopt Policies and Procedures applicable to the General Meetings.

## **8. Withdrawal or Removal of Members.**

8.1 Any Member may withdraw from the Consortium at any time by providing written notice to the Secretary, which withdrawal shall be effective immediately upon delivery of such notice.

8.2 The Steering Committee may initiate the termination of any Member from the Consortium in accordance with the Voting Rules in the event that such Member:

(a) has failed to pay its Membership Fee within sixty (60) days after the Secretary has provided written notice of delinquency to such Member; or

(b) becomes bankrupt or insolvent or no longer carries on the ordinary course of business; or

(c) has materially breached its obligations hereunder and failed to cure such breach within thirty (30) days after the Secretary has provided written notice thereof to such Member.

8.3 Upon withdrawal or termination of a Member in accordance with this Adopter Agreement (such Member, a “**Former Member**”), all rights and obligations of such Former Member under this Adopter Agreement shall cease, except that:

(a) any right or obligation (including without limitation Sections 9, 16, 17 and 18) of such Former Member shall remain in full force and effect and survive the withdrawal or termination of such Former Member to the extent such right or obligation accrued before the effective date of such Former Member’s withdrawal or termination. For the avoidance of doubt, a Former Member may continue to use reproduce, distribute and otherwise make available any Specification to the extent it had a right to do so prior to the effective date of its withdrawal or termination; and

(b) notwithstanding anything to the contrary in Section 8.3(a), a Former Member’s obligation to grant licenses and covenants not to sue as provided in Section 9 shall remain in full force and effect solely with respect to:

(i) any Specification(s) that the Steering Committee approved prior to the effective date of such Former Member’s withdrawal or termination; and

(ii) any Contribution(s) to any Specification(s) or draft Specification(s) made by such Former Member prior to the effective date of such Former Member's withdrawal or termination.

In addition to the restrictions in Section 8.3(b)(i) and (b)(ii), such Former Member's obligation to grant licenses and covenants not to sue shall solely extend to: (x) all then-existing and new Members under this Adopter Agreement, including Entities who became Members after such Former Member's effective date of withdrawal or termination; and (y) all other Former Members, but only with respect to any Specifications that were adopted by the Consortium or approved by the Steering Committee prior to such other Former Members' withdrawal or termination.

Except as otherwise provided in this Section 8.3, a Former Member shall not be obligated to grant a license or covenant not to sue to any Person under any Essential IPR with respect to any Specification adopted by the Consortium after the effective date of such Former Member's withdrawal or removal from the Consortium.

8.4 A Member that has withdrawn or has been removed from the Consortium shall not be entitled to repayment of any costs or expenses (including, without limitation, any refund of its Membership Fees) incurred in connection with the fulfillment of its commitments, obligations or rights in relation to this Adopter Agreement.

## **9. Intellectual Property Rights and Licenses.**

9.1 Each Member, on behalf of itself and its Affiliates, hereby grants to each other Member and its Affiliates a royalty-free, non-exclusive, worldwide, non-transferable, non-sublicensable license, solely under its and its Affiliates' Essential IPR, to make, have made, use, sell, offer for sale and import Compliant Implementations of the Specification in Licensee Products. The license set forth in this Section is limited solely to Essential IPR and does not apply to any other Intellectual Property Rights, and is limited solely to Compliant Implementations of the Specification in Licensee Products and does not apply to any other portion of a Licensee Product or any combination with any other hardware, software or other item. The license set forth in this Section is conditioned upon a requirement that each licensee shall grant, and cause its Affiliates, to grant, to each other Member and its Affiliates, a royalty-free, non-exclusive, worldwide, non-transferable, non-sublicensable license, solely under its and its Affiliates' Essential IPR, to make, have made, use, sell, offer for sale and import Compliant Implementations of the Specification in Licensee Products.

9.2 Each Member, on behalf of itself and its Affiliates, hereby covenants not to sue any other Member, its Affiliates, or any Third Party for Infringement of any Essential IPR with respect to any Compliant Implementations of the Specification in Licensee Products. The license and covenant set forth in this Section are limited solely to Essential IPR and do not apply to any other Intellectual Property Rights, and are limited solely to Compliant Implementations of the Specification in Licensee Products and do not apply to any combination with any other hardware, software or other item. The foregoing shall apply to any successor or permitted assign of a Member or its Affiliates or of any Essential IPR, solely with respect to any Essential IPR acquired from such Member or any of its Affiliates by such successor or permitted assign. Any agreement by a Member to transfer Essential IPR must provide that the obligations of the Member to grant licenses

pursuant to Section 9.1 and covenant not to sue in Section 9.2 shall bind all successors-in-interest and permitted assigns. A Member who transfers ownership of Essential IPR shall include appropriate provisions in the relevant transfer documents to ensure that the undertaking is binding on the transferee and that the transferee will similarly include appropriate provisions in the event of future transfers with the goal of binding all successors-in-interest and permitted assigns. Each Member, on behalf of itself and its Affiliates, agrees to make any assignment or transfer of any Essential IPR expressly subject to the covenants set forth in this Section 9.2.

9.3 Notwithstanding the foregoing or anything herein to the contrary, if a Member or other Third Party licensee or any of their Affiliates sues or otherwise asserts any claim of infringement of any Essential IPR against any other Member or any of its Affiliates with respect to the Specification or any Licensee Products, the licenses and covenants not to sue granted under Sections 9.1 and 9.2 shall immediately terminate with respect to the Person asserting such rights or making such claim and its Affiliates, and the Steering Committee shall have the right to terminate such Person and its Affiliates from the Consortium, if applicable.

9.4 Except for the license expressly set forth in Section 9.1, Member does not grant or receive any licenses under any Intellectual Property Rights, whether or not related to the Specification or Licensee Products, whether expressly or by implication, reliance, estoppel or otherwise. Each Member that grants a license to other Members pursuant to Section 9.1 expressly disclaims any implied licenses or authorizations to use or exploit any Intellectual Property Rights or to make, have made, use, sell, offer to sell or import any product or service. Each Member agrees that it shall not use, reproduce, distribute or otherwise make available to a Third Party the Specification except as necessary to exercise the rights set forth herein, and shall not modify, or otherwise distribute or make available the Specification for any purpose.

9.5 The Copyright in any Specification as a compilation shall be jointly owned by each Member whose Contributions have been incorporated into the final Specification subject to the underlying ownership of Members in their own Contributions, and provided that each Member agrees that the method and terms upon which access to the Specification may be made available to non-Members and Affiliates of Members shall be as from time to time determined by the Steering Committee in accordance with the Voting Rules. If a Member withdraws or is removed from the Consortium, such Member shall assign and transfer any share in the ownership of the Copyright in the compilation, but not in its own Contribution, to the remaining Members that jointly own the Copyright in the Specification as a compilation. Any other transfer of ownership of the Copyright in the Specification as a compilation shall only occur as the result of a formal decision by the Steering Committee. No Member shall assert its Copyright in any of its Contributions in relation to any Specification.

9.6 Subject to each Member's rights in its respective Trademarks, the Steering Committee may select Trademark(s) to be used to indicate that Licensee Products are compliant with any Specification, and may appoint a Promoter to prepare, file, prosecute and maintain the Trademarks on behalf of and for the exclusive benefit of the Consortium. No Member grants any license, whether express or implied, in or to any Trademark (including any translation, adaptation, derivation or combination thereof) under this Adopter Agreement.

**10. Expenses and Membership Fees.**

10.1 Each Member shall pay an annual Membership Fee.

10.2 The Steering Committee, in accordance with the Voting Rules, shall determine the annual Membership Fees for Adopters and Promoters.

**11. Committees.**

11.1 The Steering Committee may establish or dissolve Committees in accordance with the Voting Rules. Among other things, the Steering Committee shall determine, when it establishes a Committee, whether all Members are invited to participate in any such Committee. All Members participating in any Committee shall work constructively towards achievement of the purpose of the Committee and the Objectives in general.

11.2 The Steering Committee shall, when establishing a Committee, determine the specific technical field of activity, objectives and procedures of such Committee, and shall identify a chairperson.

11.3 The Steering Committee shall provide notice to all Members promptly following the formation of each Committee, which notice shall describe the applicable technical field of activity, objectives, procedures and chairperson.

11.4 Each Committee shall make regular reports of their activities and submit such reports to the Steering Committee.

**12. Adoption, Amendment and Transfer of Specification; Amendment of Adopter Agreement.**

12.1 The Promoters have adopted the Specification(s), which will be provided to Adopters who have signed this Adopter Agreement.

12.2 The Steering Committee may, in accordance with the Voting Rules, approve additional Specification(s). A draft of any proposed Specification shall be published and made available to all Members at least twenty (20) days prior to any vote related to approval of such Specification by the Steering Committee.

12.3 The Steering Committee may, in accordance with the Voting Rules, amend any Specification and/or this Adopter Agreement. A draft of any proposed amendment to a Specification or this Adopter Agreement shall be published and made available to all Members at least twenty (20) days prior to any vote related to approval of such amendment by the Steering Committee. Each Adopter shall be bound by the terms of any amended Adopter Agreement as of the date such amendment is approved by the Steering Committee unless such Adopter withdraws from the Consortium prior to such date by providing written notice to the Secretary in accordance with Section 8.1.

12.4 The Steering Committee may, in accordance with the Voting Rules, transfer any Specification to an Entity other than the Consortium at any time during existence of the Consortium or upon termination or dissolution of the Consortium.

**13. Policies and Procedures.**

13.1 The Steering Committee may, in accordance with the Voting Rules, adopt Policies and Procedures applicable to the Consortium and the conduct of its Members.

**14. Dissolution.**

14.1 This Agreement shall begin on the Effective Date and shall continue in full force and effect unless and until the Steering Committee, in accordance with the Voting Rules, dissolves the Consortium and terminates the Agreement. Sections 8.3, 8.4, 9.3, 15 through 22 shall survive the expiration or termination of this Adopter Agreement.

**15. Relationship of Members.**

15.1 The Consortium is a contractual agreement for cooperation between the Members, which are independent Entities. This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship.

15.2 Each Member expressly acknowledges and agrees that this Adopter Agreement relates solely to the subject matter expressly set forth herein and shall not extend to any other activities.

15.3 No Member has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of any other Member or bind any other Member in any respect whatsoever.

15.4 The Members hereby expressly acknowledge and agree that the relationship hereunder is non-exclusive.

**16. Antitrust Compliance.**

16.1 Each Member acknowledges that the Members are committed to fostering competition in the development of new products and services based on the Specification(s). Each Member further acknowledges that it may compete with other Members in various lines of business and that it will comply with all applicable antitrust laws pertaining to Member's participation in the Consortium. Without limiting the generality of the foregoing, each Member acknowledges that it will not discuss with any other Member any issues relating to product costs, product pricing, quantity or quality of any production levels, methods or channels of product distribution, division of markets, allocation of customers or any other topic which should not be discussed among competitors. Accordingly, each Member agrees to provide appropriate training to its Representatives acting under this Adopter Agreement regarding the importance of limiting their discussions to subjects that relate to the purposes of this Adopter Agreement, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

**17. Warranties and Disclaimer of Warranties.**

17.1 ALL INFORMATION, MATERIALS AND TECHNOLOGY, INCLUDING BUT NOT LIMITED TO THE SPECIFICATION(S), AND THE LICENSES GRANTED BY ANY MEMBER UNDER THIS AGREEMENT, ARE OFFERED “AS IS,” AND NO MEMBER GRANTS OR RECEIVES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMUNICATION, CONDUCT, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE SPECIFICATION(S) OR ITS USE OR THE RESULTS THEREFROM OR THEIR CORRECTNESS, ACCURACY OR RELIABILITY. WITHOUT LIMITATION, NO MEMBER MAKES ANY REPRESENTATION OR WARRANTY (A) AS TO THE EXISTENCE, VALIDITY OR SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS, OR (B) AS TO THE QUALITY OF THE SPECIFICATION(S), OR THAT ANYTHING MADE, USED OR SOLD UNDER THIS AGREEMENT WILL FUNCTION PROPERLY, BE SUITABLE OR FIT FOR A PARTICULAR USE, OR BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

**18. Confidentiality; Publicity.**

18.1 Each Member agrees that, with respect to any Confidential Information it receives from another Member in connection with this Adopter Agreement, it will keep such Confidential Information in confidence for at least three (3) years following the date of disclosure of such Confidential Information, even if either the disclosing or receiving Member becomes a Former Member within such three (3) year period.

18.2 Notwithstanding anything to the contrary in this Adopter Agreement (including the Voting Rules and the Policies and Procedures) or the Membership Agreement, no Member may disclose to a Third Party any statements made or activities undertaken by any other Member in connection with the Consortium, without first obtaining such other Member’s prior written consent, even if the other Member withdrew or was terminated from the Consortium. Without limiting the generality of the preceding sentence, all press releases or other public statements proposed to be made by the Consortium which refer to or identify a Member must be pre-approved by such Member, even if such Member withdrew or was terminated from the Consortium.

**19. Limitation of Liability.**

19.1 IN NO EVENT SHALL A MEMBER OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF SECTION 18, IN NO EVENT SHALL MEMBER’S AND ITS AFFILIATES’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100). THE ABOVE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED



REMEDY. EACH MEMBER ACKNOWLEDGES THAT THE LIMITATIONS ABOVE REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT MEMBER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**20. Interpretation.**

20.1 This Agreement shall be construed according to its fair language. No rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Adopter Agreement.

**21. Governing Law.**

21.1 This Agreement shall be governed by the laws of California without regard to any conflict-of-laws rules. Notwithstanding anything to the contrary in this Adopter Agreement, any Member (i) may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Section and without any abridgment of the powers of the above courts, and (ii) shall not be restricted nor limited from submitting any patent matters to the International Trade Commission or from bringing any action for infringement or misappropriation of its Intellectual Property Rights in any court of competent jurisdiction.

**22. Assignment.**

22.1 Neither this Adopter Agreement, nor any rights under this Adopter Agreement, may be assigned by operation of law or otherwise by any Member without the express prior written approval of the Steering Committee, which may, in accordance with the Voting Rules, withhold such approval. Any attempted assignment in violation of the preceding sentence shall immediately and automatically terminate the Member from the Consortium and be without legal effect. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the Members.

**23. Entire Agreement.**

23.1 This Agreement, together with the Membership Agreement, are the complete agreement among the Members concerning the subject matter herein and replaces any prior and contemporaneous proposals, understandings, representations or any other agreements, whether in oral or written form, among the Members concerning the subject matter herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, in each case relating to the subject matter herein, which are not specified herein.

**IN WITNESS WHEREOF**, the Parties have caused this Adopter Agreement to be executed by their duly authorized representatives on the dates written below:

MEMBER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1

### Definitions

**“Adopter”** means any Person who has signed the Membership Agreement and this Adopter Agreement.

**“Affiliate”** means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party.

**“Compliant Implementation”** means those portions of a product or device that implement and are fully compliant with the Specification within the bounds of the Scope.

**“Confidential Information”** means any confidential, trade secret or proprietary information that is marked as “confidential” at the time of disclosure, including, without limitation, any Specifications, draft Specifications, statements made during a General Meeting or Steering Committee Meeting, reference designs, technical data, data sheets, and other technical, product and business information; provided, however, that “Confidential Information” does not include any information that: (i) was generally known or publicly available at the time it was disclosed through no fault of Member; (ii) was known to Member, without restriction, at the time of disclosure as proven by the files of Member in existence at the time of disclosure; or (iii) becomes known to Member, without restriction, from a source other than another Member without breach of this Adopter Agreement or violation of any Member’s rights.

**“Consortium Agreement”** means the agreement related to the Consortium signed by the Promoters.

**“Contribution”** means a submission by any Member to add to or to modify a Specification(s) or draft Specification(s) or portion thereof, provided that the submission is either (a) submitted in writing (including a writing in an electronic medium) or (b) if stated orally, memorialized in a writing and attributed to the Member, provided in the case of subsection (b), if a submitting Member withdraws its submission in writing as soon as practicable and in any event, no later than ten (10) business days following the writing being distributed, then such submission shall not be deemed a Contribution.

**“Copyright”** means all works of authorship of any kind (whether or not published), copyrights, copyright registrations and all applications therefor and renewals thereof, and all other rights corresponding thereto throughout the world arising from or relating to any copyright rights.

**“Effective Date”**, with respect to any Adopter, means the date when this Adopter Agreement shall have been signed by such Adopter.

**“Entity”** means any general partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, whether domestic or foreign

**“Essential IPR”** means those claims under any Patent that is owned or controlled by a Member or its Affiliates now or at any time during the term of this Adopter Agreement and that are necessarily infringed by implementing the Specification within the bounds of the Scope,

because there is no technically feasible non-infringing alternative for implementing the Specification, provided that such license grant does not require payment by such Member to a Third Party.

**“General Meetings”** means any meetings conducted in connection with the Consortium to which all Members are invited.

**“Intellectual Property Rights”** means any Patents, Trademarks, Copyrights, trade secrets, confidential information or any other intellectual property rights.

**“Licensee Products”** means any product or portion thereof that constitutes a Compliant Implementation of the Specification that (i) is primarily designed by and manufactured by or for a Member and (a) sold by a Member as its own product and not on behalf of a Third Party, or (b) used by a Member for such Member’s internal systems; (ii) consists of or includes a standalone integrated circuit device or driver level software for such integrated circuit device; and (iii) communicates with other products that substantially comply with the Specification.

**“Member”** means any Adopter or Promoter.

**“Membership Agreement”** means the agreement that an Entity must sign to join the Consortium.

**“Membership Fees”** means any fees that the Steering Committee, in accordance with the Voting Rules, has determined must be paid by any Adopter or Promoter with respect to the Consortium.

**“Objectives”** has the meaning ascribed to it in Section 2.1

**“Parties”** means, collectively, the Adopters and Promoters.

**“Patents”** means any United States or foreign patents, patent applications, and other patent rights, including without limitation any divisionals, continuations, continuations-in-part, reissues and reexaminations of any patents and applications, and any inventor’s certificate claiming priority from any of the foregoing, and any patents that may issue therefrom.

**“Person”** means an Entity or a natural person.

**“Policies and Procedures”** means any policies, procedures or rules applicable to Members or other matters related to the Consortium, each as from time to time adopted by the Steering Committee in accordance with the Voting Rules.

**“Promoter”** means any Member of the Steering Committee, which initially consisted of the original signatories to the Consortium Agreement.

**“Representative”** means any natural person designated by a Member to be its representative in a matter related to the Consortium.

**“Secretary”** means the Promoter that shall have been elected by the Steering Committee to serve as Secretary.

**“Scope”** means the physical layer protocols and electrical signaling characteristics for transmission of data over wires, including negotiation of capabilities and speed over such wires, solely to the extent disclosed in the Specification for the purpose of enabling products to interoperate, interconnect, function or communicate as defined in the Specification. Notwithstanding the foregoing, the Scope shall not include any enabling technologies (including, by way of example, semiconductor manufacturing and packaging technologies) that may be necessary to make or use any product or portion thereof that implements the Specification but are not themselves expressly set forth in the Specification.

**“Specification”** means the technical requirements set forth in Sections 3.2, 3.3 and 3.4 of the initial Specification; any detailed requirements of any future specification approved by the Steering Committee and adopted by the Consortium in accordance with the Voting Rules, if such detailed requirements are clearly delineated therein as required for a specific implementation to comply with such specification; and any revisions to such materials approved by the Steering Committee and adopted by the Consortium in accordance with the Voting Rules; provided, however, that a “Specification” shall not include any portions of any specification adopted by the Consortium in accordance with the Voting Rules that are delineated as optional or supplemental.

**“Steering Committee”** has the meaning ascribed to it in Section 4.2.

**“Steering Committee Meetings”** means the meetings held by the Steering Committee to which all Promoters are invited to attend.

**“Third Party”** means any Person other than a Member or an Affiliate of a Member.

**“Trademarks”** means trademarks, trade names, corporate names, fictitious business names, logos, slogans, trade dress, brands, common law trademarks and service marks, product names, product packaging, slogans, taglines, designations of origin, other indicia of source, origin or quality, Internet domain names, and all registrations, applications therefor and renewals thereof, together with the goodwill associated with each of the foregoing.

**“Voting Rules”** means the Voting Rules adopted by the Steering Committee, as such rules may be amended by the Steering Committee.

**SCHEDULE 2**

**Promoters**

Arista Networks, Inc.  
Broadcom Corporation  
Microsoft Corporation  
Google Inc.  
Mellanox Technologies, Ltd.  
Dell Inc.  
Cisco Systems, Inc.