

This agreement is not effective until a fully executed original has been received by the Secretary.

ADOPTERS AGREEMENT

This Adopters Agreement ("Agreement") is entered into by and between the Service Availability Forum, Inc, a Delaware non-profit corporation. (the "Forum") (as defined below) and the adopting party set forth below ("Adopting Party").

Adopting Party Name

City

State

Zip

Contact Name

Telephone

Fax

The parties hereto hereby agree as follows.

Agreement

All capitalized terms in this Agreement shall have the meaning assigned to them in the Bylaws.

1. LICENSES

1.1 Limited Patent Licenses.

(a) To Adopter. Effective upon adoption by the Forum of the Final Specification, and upon request by an Adopting Party, the Forum and the Promoters hereby agree that they will grant to Adopting Party a nonexclusive, worldwide license under the Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of Compliant Portions (whether hardware, software or combinations thereof); provided that such license need not extend to any part or function of a product the inclusion or operation of which is not a Compliant Portion. Such license shall be granted on reasonable and non-discriminatory terms, provided that such license grant may be conditioned upon a licensee's grant of a reciprocal license.

(b) By Adopting Party. Effective upon adoption by the Forum of the Final Specification, and upon request by an Adopting Party, Adopting Party hereby agrees that it will grant to each of the Promoters and all Adopters and their respective Affiliates who are bound by and entitled to benefits under this license, a nonexclusive, worldwide license under its Necessary Claims solely

to make, have made, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of Compliant Portions (whether hardware, software or combinations thereof); provided that such license need not extend to any part or function of a product the inclusion or operation of which is not a Compliant Portion. Such license shall be granted on reasonable and non-discriminatory terms, provided that such license grant may be conditioned upon the licensee's grant of a reciprocal license. The obligations of Adopting Party in this Section 1.1(b) shall extend to any present or future Adopters.

1.2 Optional Patent License Termination Conditions. At its sole discretion, a Promoter or Adopter may include in any patent license it grants pursuant to Section 1.1 a provision permitting the termination of some or all patent rights granted thereunder to Adopting Party or Promoter in the event that Adopting Party or Promoter or any Affiliate of Adopting Party or Promoter first asserts or voluntarily participates in any claim of patent infringement against such Promoter or Adopter.

1.3 Copyright License. Effective upon adoption by the Promoters of the Final Specification, the Promoters and the Forum hereby grant to Adopting Party and its Subsidiaries who agree to be bound to this Agreement a non-exclusive, royalty-free, non-transferable, non-sublicensable, worldwide, perpetual copyright license to the Final Specification to reproduce the Final Specification as necessary in order to implement Compliant Portions and to exercise the rights granted to Adopting Party in Section 1.1(a), provided that all reproductions thereof shall include any copyright notices and disclaimers contained in the Final Specification.

2. TRADEMARKS

2.1 Nonassert. Adopting Party hereby agrees not to assert against the Forum, Promoter or other Adopter any trademark, trade name, or similar rights it may have now or hereafter in the names "Service Availability", "SA Forum", or "Service Availability Forum" (collectively "Trademarks").

2.2 Obligation to Use Trademarks. Adopting Party is not obligated to use any of the Trademarks on any product, advertising, or on any other material in any manner.

2.3 Use of the Trademarks. Adopting Party agrees that, to the extent it uses the Trademarks, it shall only use the Trademarks to label and promote products in which all included features and functions reasonably capable of being implemented as Compliant Portions have been so implemented and only in accordance with any trademark usage guidelines that may be promulgated by the Promoters and the Forum from time to time. Adopting Party shall not use or adopt any trademarks for any product, service or specification likely to cause confusion with the Trademarks.

3. TERM

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue indefinitely subject to Adopting Party's right to terminate pursuant to Section 3.4, and subject to Section 3.2 and 3.3.

3.2 Termination by Promoters. The Forum may terminate this Agreement at any time prior to adoption of a Final Specification if the Forum decides not to adopt a Final Specification. In the event of such termination, the Secretary shall notify Adopting Party of such termination. Following such termination, Sections 3.2 and 4 shall survive and remain in effect, but no other portion of this Agreement shall survive.

3.3 Termination for Cause. The Forum may terminate this Agreement upon thirty (30) days' notice to Adopting Party if Adopting Party is in material breach of this Agreement and has not cured such breach within such period or upon a vote of more than 2/3 of the Promoters. If the Forum terminates this Agreement under Section 4.3 of the Forum Bylaws, the licenses granted to Adopting Party in this Agreement shall terminate as of the effective date of termination; the licenses granted by Adopting Party in this Adopters Agreement shall survive in their entirety; and Sections 2.1, 3.3, and 4, shall survive.

3.4 Termination by Adopting Party. Adopting Party may terminate this Agreement at any time with two (2) weeks written notice to the Secretary. If Adopting Party terminates this Agreement under this Section 3.4, the licenses granted to Adopting Party in the Adopters Agreement shall terminate as of the effective date of termination; the licenses granted by Adopting Party in this Adopters Agreement shall survive in their entirety; and Sections 2.1, 3.4, and 4 shall survive.

4. GENERAL

4.1 Effective Date. This Agreement shall become effective when the Secretary receives an original, fully executed copy hereof.

4.2 Bylaws. Each Adopter hereby states that it has reviewed, hereby approves and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.

4.3 No Other Licenses. Except for the rights expressly provided by this Agreement, no Promoter or Adopter grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

4.4 No Warranty. All parties acknowledge that all information provided as part of the Final Specification and the Final Specification itself are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR

PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

4.5 Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO ANY OTHER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

4.6 Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of New York without reference to conflict of laws principles.

4.7 Jurisdiction. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and federal courts of New York.

4.8 Notices. All notices hereunder shall be in writing and sent to the parties at the following addresses or at such addresses as the Secretary or Adopter may later specify by such written notice. For purposes of this Section 4.8, written notice shall not include notice by electronic mail or by facsimile.

Notices to Forum

Notices to Adopting Party

With a copy to

Attn.: General Counsel

Subject: Initiatives

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

4.9 Good Faith Dealing. Each party agrees that it will not, nor will it assist or encourage any third party to, attempt to gain the benefit of the licenses granted in this Agreement without granting to the Promoters and Adopters a similar license to all of such party's relevant patents, including without limitation, by acting through or in concert with Affiliates or any other third parties. Each party hereby represents and warrants that it has the power and authority to bind itself and all of its Affiliates to the obligations contained herein, including, without limitation, the obligation to grant patent licenses as set forth in this Agreement.

4.10 Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.

4.11 Integration; No Waiver. This Agreement, including any addenda and other attachments, supersedes all prior agreements and understandings relating hereto, except the Bylaws. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of all parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

4.12 No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

4.13 Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

4.14 Third Party Beneficiaries. Each of the Promoters is a third party beneficiary of this Agreement.

In witness of their agreement, the parties have executed this Agreement below:

SERVICE AVAILABILITY FORUM, INC.

Adopting Party

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____