

## **ASSOCIATE ADDENDUM TO ADOPTERS AGREEMENT**

Associate is signing contemporaneously with this agreement an Adopters Agreement (“Adopters Agreement”) for the Final Specification;

The Promoters and the Forum have not yet completed drafting or adopted the Final Specification;

Associate wishes to review and comment upon preliminary drafts of specifications (collectively “Draft Specifications”) that are circulated by the Forum for the purpose of formulating the Final Specification, and the Forum is willing to include the Associate in those portions of their deliberative process in which Associate has specific expertise; and

The Forum and Associate desire to have the following additional conditions apply to the Adopters Agreement;

Now, therefore, in consideration of the mutual promises and conditions contained herein, the Promoters and Associate agree to amend and add the following terms to the Adopters Agreement as follows:

### **1. DEFINITIONS**

All defined terms used in this Addendum that are not defined herein shall have the meanings assigned in the Adopters Agreement and the Bylaws.

1.1 “Contribution” means any submissions proposing additions to or modifications of the Draft Specification or otherwise contributed for the benefit of the SA Forum.

### **2. BYLAWS**

2.1 Associate shall have the rights contained in and agrees to be bound by the terms of Bylaws of Service Availability Forum, Inc., as amended from time to time. Specifically, the Associate shall be guarded by the rules set forth in Section 8.1 (e) of the Bylaws.

### **3. COPYRIGHT IN SPECIFICATION**

3.1 Associate agrees that it shall assign, and does hereby assign, any rights in copyright Associate may have in the Final Specification. The Forum may exercise any and all rights of copyright ownership and sublicense such rights in the Final Specification for the purposes of the Forum as if such rights were solely owned by the Forum and without permission of the Associate and without any duty to account. Prior to adoption of the Final Specification, Associate hereby grants a non-revocable, non-transferable, non-exclusive license to any submission it makes to the Forum for the purposes of creating the Draft Specification.

### **4. CONFIDENTIALITY**

4.1 Specification. “Confidential Information” shall mean solely the Draft Specification as confidential information of the SA Forum and no other information disclosed from one party to another for the purposes of the Corporation will be deemed confidential. Each party agrees that it will maintain the Draft Specification in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each party agrees that it will not, nor will it assist or allow any third party to disclose the Draft Specification except (a) by permission of the Board of Directors via a Super Majority vote; (b)

to communicate with other Members. Notwithstanding anything to the contrary in this agreement, Members shall not be obligated to restrict disclosure or use of its own information that was submitted hereunder as Confidential Information regardless of whether the Confidential Information becomes a part of the Draft Specification or Final Specification.

**4.2 Residuals.** Notwithstanding anything herein to the contrary, any party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, or copyrights of the disclosing party. The term “Residuals” means any information retained in the unaided memories of the receiving party’s employees who have had access to the disclosing party’s Confidential Information pursuant to the terms of this agreement. An employee’s memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

## **5. TERM**

**5.1 Term.** The term of this Associate Addendum shall begin on the Effective Date and shall be continued on perpetual basis subject to the terms in this Section 5 and provided a successful annual review as described in Section 5.5. This Associate Addendum shall terminate immediately upon termination of Associate’s Adopters Agreement, in which case Sections 3, 4 and this Section 5.1 shall survive.

**5.2 Termination by Promoters.** If the Promoters have not adopted a Final Specification after holding three (3) Adoption Meetings in accordance with the Bylaws, the Forum may terminate this Associate Addendum. In the event of such termination, the Secretary shall notify Associate of such termination. Following such termination, Sections 3, 4 and 5.2 shall survive and remain in effect, but no other portion of this Associate Addendum shall survive.

**5.3 Termination for Cause.** The Forum may terminate this Associate Addendum if Associate materially breaches this Associate Addendum with thirty (30) days’ written notice to Associate, or upon a vote of more than 2/3 of the Promoters. If the Forum terminates this Associate Addendum under this Section 5.3, the licenses granted by Associate in this Associate Addendum shall survive in their entirety, and Sections 3, 4 and 5.3 shall survive.

**5.4 Termination by Associate.** Associate may terminate this Associate Addendum at any time with two (2) weeks notice to the Secretary. If Associate terminates this Associate Addendum under this Section 5.4 the licenses by Associate granted herein, and Sections 3, 4 and 5.4 shall survive.

**5.5 Annual Review of Activities:** As a prerequisite for continuation of this Agreement, Associate agrees to a periodic review of their contributions to the Forum by the Promoters. Subject to such review will be the selection of work groups, the selection of individuals assigned to these work groups, and work packages assigned to Associate pursuant to previous reviews and as documented in Exhibit A. The Board of Directors will set a date for the review to take place.

## **6. MISCELLANEOUS**

**6.1 Binding Effect.** Except as provided herein, the terms and conditions of the Adopters Agreement shall continue in full force and effect.

6.2 Parties. The Promoters and Associate executing this agreement have the authority and by signing this agreement do hereby bind the themselves to this Associate Addendum.

6.3 Promoters. Each of the Promoters is a third party beneficiary of this Associate Addendum.

6.4 Associate assigns individuals to participate in working groups according to Exhibit A to this agreement.

**Promoter:**

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Promoter:**

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Associate:**

Institution: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## EXHIBIT A

### Definition of Assigned Individuals, Work Groups, and Work Packages

#### 1. Assigned Individuals and Work Groups

1.1 The following individuals are assigned to participate in the listed working groups:

Name	Contact Information (e-mail, phone)	Assigned Work Groups

#### 2. Assigned Work Packages

2.1 Associate agrees to provide substantial contribution to the following Corporation work items:

Work Item	Contribution required

#### 3. Renewal

3.1 This Exhibit to the Associate Addendum to the Adopters Agreement remains in effect until the next Board of Directors review or until termination of the Associate Addendum to the Adopters Agreement.

3.2 Assigned Individuals and Work Groups may be changed as agreed jointly by a Simple Majority vote of the Board of Directors and the Associate and shall be documented in an addendum to this Exhibit.

##### **Promoter:**

Company:	_____	Address:	_____
By:	_____	Telephone	_____
Name:	_____	Fax:	_____
Title:	_____	Email:	_____
Date:	_____		

##### **Promoter:**

Company:	_____	Address:	_____
By:	_____	Telephone	_____
Name:	_____	Fax:	_____
Title:	_____	Email:	_____
Date:	_____		

##### **Associate:**

Institution:	_____	Address:	_____
By:	_____	Telephone	_____
Name:	_____	Fax:	_____
Title:	_____	Email:	_____
Date:	_____		