

CONTRIBUTOR ADDENDUM

Contributor 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;

Contributor 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 Contributor in those portions of their deliberative process in which Contributor has specific expertise; and

The Forum and Contributor 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 Contributor 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 Contributor 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

3. COPYRIGHT IN SPECIFICATION

3.1 Contributor agrees that it shall assign, and does hereby assign, any copyright interest it may have in the copyright of 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 Contributor and without any duty to account. Prior to adoption of the Final Specification, Contributor 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 a Super-Majority of the Board of Directors; (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 Contributor Addendum shall begin on the Effective Date and shall continue indefinitely subject to the terms in this Section 5. This Contributor Addendum shall terminate immediately upon termination of Contributor’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 Contributor Addendum. In the event of such termination, the Secretary shall notify Contributor of such termination. Following such termination, Sections 3, 4 and 5.2 shall survive and remain in effect, but no other portion of this Contributor Addendum shall survive.

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

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

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 executing this agreement have the authority and by signing this agreement do hereby bind the Forum and all the Promoters to this Contributor Addendum.

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

Promoter:

Company: _____ Address: _____

By: _____

Name: _____ Telephone: _____

Title: _____ Fax: _____

Date: _____ e-mail: _____

Promoter:

Company: _____ Address: _____

By: _____

Name: _____ Telephone: _____

Title: _____ Fax: _____

Date: _____ e-mail: _____

Contributor:

Company: _____ Address: _____

By: _____

Name: _____ Telephone: _____

Title: _____ Fax: _____

Date: _____ e-mail: _____