Notice: This agreement is not effective until a fully executed original has been received by the Secretary at USB Implementers Forum, Inc., 3855 SW 153rd Drive, Beaverton, OR 97006, Attn: USB-IF Administration.

DEVICE CLASS SPECIFICATION ADOPTERS AGREEMENT

This Device Class Specification Adopters Agreement ("Agreement") is entered into by and between the USB Implementers Forum, Inc. ("USB-IF") and the adopting party set forth below ("Adopting Party"), with respect to the Device Class Specification identified below.

_____
Adopting Party Name

_____
City State Zip

_____
Contact Name Telephone Fax

USB Thin Card _____
Device Class Specification

The parties hereto hereby agree as follows.

Agreement

1. DEFINITIONS

1.1 "Adopter" means Adopting Party and any party that has entered into or later enters into an Adopters Agreement and delivered it to the Secretary.

1.2 "Adopters Agreement" means an agreement entered into by any party containing terms substantially similar to this Agreement with reference to the Device Class Specification.

1.3 "Affiliate" means any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party. For purposes of this definition, control means direct or indirect ownership of, or the right to exercise (a) at least fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) at least fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

1.4 "Compliant Portion" means only those specific portions of products (hardware, software or combinations thereof) that i) implement and are compliant with all relevant portions of the Device Class Specification, and ii) are within the bounds of the Scope.

1.5 "Device Class Specification" means the USB Thin Card Rev. 1.0 Specification as approved by the USB-IF Board of Directors.

1.6 "Necessary Claims" means claims of a patent or patent application that (a) are owned or controlled by a party or its Affiliates now or at any future time during the term of this agreement; and (b) are necessarily infringed by implementing those portions of the Device Class Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when: (i) it is not possible to avoid infringing it because there is no commercially plausible non-infringing alternative for implementing such portions of the Device Class Specification within the bounds of the Scope; or (ii) it reads on an implementation example included in the Device Class Specification. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (x) other than those set forth above even if contained in the same patent as Necessary Claims; (y) that read solely on any implementations of any portion of the Device Class Specification that are not within the bounds of the Scope; or (z) that, if licensed, would require a payment of royalties by the licensor to unaffiliated third parties.

1.7 "Scope" means the protocols, electrical signaling characteristics, mechanical requirements for connectors and cabling, and firmware descriptors solely to the extent disclosed with particularity in the Device Class Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within the Device Class Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Device Class Specification, but are not themselves expressly set forth in the Device Class Specification (e.g., semi-conductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); or (b) the implementation of other published specifications developed elsewhere but referred to in the body of the Device Class Specification; or (c) any portions of any product and any combinations thereof the sole purpose or function of which is not required for compliance with the Device Class Specification.

1.8 "Secretary" means the party identified by the USB-IF Board of Directors as the secretary for the Device Class Specification.

1.9 "Trademarks" shall have the meaning assigned in Section 3.1.

2. LICENSES

2.1 Limited Patent Licensing Obligation ("RAND-Z"). Effective upon adoption of the Specification by the Board, Adopting Party agrees that it will, with respect to the Specification, upon request, grant, and that it will cause its Affiliates to grant, to any other Adopter and its Affiliates who agree to be bound by an Adopters Agreement, a nonexclusive, worldwide license under its Necessary Claims solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions; provided that such license need 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. Such license shall be perpetual and irrevocable, except in the event of the Adopter's breach of the Adopters Agreement. Such license shall be granted on reasonable and non-discriminatory terms, and with a zero royalty or zero fee ("RAND-Z"),

provided that such license grant may be conditioned upon the Adopter's grant of a reciprocal license under its Necessary Claims.

2.2 Copyright License. Effective upon approval by the USB-IF Board of Directors of the Device Class Specification, Adopting Party and its Affiliates hereby grant to all Adopters and their respective Affiliates who agree to be bound by an Adopters Agreement, a nonexclusive, royalty-free, non-transferable, non-sublicenseable, worldwide, perpetual copyright license to the Device Class Specification to reproduce the Device Class Specification as necessary in order to exercise the patent rights granted in Section 2.1, provided that all reproductions thereof shall include any copyright notices and disclaimers contained in the Device Class Specification.

3. TRADEMARKS

3.1 Nonassert. Adopting Party hereby agrees not to assert against any Adopter or USB-IF any trademark, trade name, or similar rights it may have now or hereafter in the names "Universal Serial Bus", "USB", or "USB Thin Card" (collectively "Trademarks").

3.2 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.

3.3 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. Adopting Party shall not use or adopt any trademarks for any product, service or specification likely to cause confusion with the Trademarks.

4. GENERAL

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

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

4.3 Third Party Beneficiaries. Each Adopter is an intended and express third party beneficiary to this Agreement.

4.4 No Warranty. All parties acknowledge that all information provided as part of the Device Class Specification and the Device Class 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 construed and controlled by 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 Adopting Party may later specify by such written notice. For purposes of this Section 4.7, written notice shall not include notice by electronic mail or by facsimile.

Notices to USB-IF:	Notices to Adopting Party:
USB Implementers Forum	_____
3855 SW 153rd Dr.	_____
Beaverton, OR 97006	_____
Subject: USB Thin Card Rev. 1.0 Adopters Agreement	_____

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. Adopting Party hereby represents and warrants that it has power to cause all patents owned or controlled by it and all of its Affiliates to be licensed as set forth in this Agreement.

4.10 Press Release. Adopting Party agrees that USB-IF may make a press or other public announcement regarding its activities and may include the identity of Adopting Party in such announcement.

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

4.12 Complete Agreement; No Waiver. This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. 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.

4.13 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.

4.14 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.

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

USB Implementers Forum, Inc.	Adopting Party
Date: _____	Date: _____
By: _____ Jeff Ravencraft, President & COO	By: _____
	Name: _____
	Title: _____