

**UNIFIED EFI FORUM, INC.
ADOPTERS AGREEMENT**

This Unified EFI Forum, Inc. (“Forum”) Adopters Agreement (“Agreement”) is entered into by and between the Forum and the adopting party set forth below and, if any, its Affiliates (“Adopter”). For purposes of this Agreement, an Adopter may be an entity or an individual.

Name

Name of Organization (if an entity)

City	State	Country	Zip
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Contact Name	Telephone	Fax	Email
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The parties hereto hereby agree as follows.

1. LICENSES

1.1. Patent Licenses. The Forum, on behalf of each Promoter and Contributor, hereby agrees that the Promoters and Contributors (collectively, “Licensor”) will, upon request, grant to Adopter, and if an entity its respective Affiliates (collectively “Licensee”), a nonexclusive, nontransferable, non-sublicenseable, worldwide license on reasonable and nondiscriminatory terms under their 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. In addition, the Forum, on behalf of each Licensor, will upon request, grant to Licensee a royalty-free, nonexclusive, non-transferable, non-sublicenseable, worldwide license on reasonable and non-discriminatory terms under any claims of an issued patent or pending patent application owned or controlled by a Licensor (new or at any future time) that would be necessarily infringed by the Test Suite, to use the Test-Suite solely for the purpose of self-testing whether the Licensee’s proposed implementation of a Published Specification complies with the Published Specification. The foregoing licenses may be conditioned upon a grant by the Licensee of reciprocal licenses of the same scope to any Promoter or Contributor. Such licenses may be further conditioned upon Licensee’s agreement to refrain from challenging the validity or enforceability of the licensed Necessary Claims and from asserting a claim or commencing suit against a Promoter or Contributor for infringement of a Necessary Claim of Licensee, provided that such challenge or suit is not defensive in nature based upon a patent infringement claim or suit by the licensing Promoter or Contributor. A list of current Promoters and Contributors may be obtained upon request from the Forum Secretary.

1.2. Copyright Licenses. The Forum hereby grants to Licensee a nonexclusive, compensation-free, non-transferable, non-sublicenseable, worldwide, perpetual copyright license

to reproduce and display the Published Specification and any associated Test Suite; provided, however that the license for any associated Test Suite shall be limited to its use to determine compliance with the relevant Published Specification. All reproductions of a Published Specification or Test Suite shall include all copyright notices, disclaimers, limitations of liability, and other such statements contained in the original.

2. GENERAL

2.1. Effective Date. This Agreement shall become effective only: (a) if executed by the Secretary (or another authorized representative of the Forum) and the Adopter; and (b) when the Secretary receives a fully executed original of such agreement. THEREFORE, THIS AGREEMENT IS NOT EFFECTIVE UNTIL A FULLY EXECUTED ORIGINAL HAS BEEN RECEIVED BY THE SECRETARY.

2.2. Term. The term of this Agreement will begin on the Effective Date and shall continue until this Agreement is terminated as a result of a vote to dissolve the Forum or is earlier terminated by either the Forum or the Adopter on 30 days' written notice.

2.3. Representation and Warranty. By signing below, the individual executing this Agreement on his or her own behalf or on behalf of an entity acting as an Adopter, represents and warrants that he or she has all requisite signing authority, and if for an entity such authority is for and on behalf of such entity.

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

2.5. No Warranty. All parties acknowledge that all information provided as part of the specification development process, including, without limitation, all specifications, contributions, and test suites, 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, TEST SUITE OR SAMPLE.

2.6. Limitation of Liability. IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANY THIRD PARTY 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.

2.7. Governing Law. This Agreement shall be construed and controlled by the laws of Washington without reference to conflict of laws principles.

2.8. 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 Washington.

2.9. Notices. All notices hereunder will be electronic or written and sent to the parties at the addresses indicated on the signature page of this agreement. Such notices shall be deemed served when sent. Any party may give written notice of a change of address and, after notice of such change has been received, any notice of request shall thereafter be given to such party at such changed address.

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

2.11. Complete Agreement; No Waiver. This Agreement, together with the Bylaws and the Promoters Agreement and including all attachments and exhibits, sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. No modifications or additions to or deletions from this Agreement will be binding unless accepted in writing by an authorized representative of the Forum, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

2.12. Amendment. The Forum may change any term or condition of this Agreement by giving Adopter thirty days prior written notice. If Adopter wishes to terminate this Agreement because of these changed terms or conditions, Adopter must notify the Forum within the period indicated in such notice. Otherwise, Adopter agrees to accept such changed terms and conditions and agrees to deem this Agreement modified to include such changed terms and conditions.

2.13. Construction. Capitalized terms used but not defined herein have the meanings assigned to such terms by the Bylaws of the Forum and the Promoters Agreement. Regardless of which party may have drafted this Agreement, no rule of strict construction will be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties will 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.

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

Unified EFI Forum, Inc.

Adopter

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address, Fax Number and Email for Notice:

Address, Fax Number and Email for Notice: