Trusted Computing Group
Liaison Program Participation Agreement

The Trusted Computing Group ("TCG"), an Oregon non-profit corporation, is an industry standards organization that aims to enhance the security of the computing environment across multiple platforms and devices. The objectives and activities of TCG are described on its Website at www.trustedcomputinggroup.org.

Purpose and Scope of Participation. The TCG Liaison Program is designed to allow nonprofit organizations such as academic institutions, standards bodies, and government agencies to participate in the development of TCG specifications without incurring the costs of TCG membership. Participation in the Liaison Program is by invitation from the TCG Board of Directors and is subject to the Board's continuing approval. Organizations that participate in the Liaison Program ("Participants") may send nonvoting observers to general meetings of TCG Members and designate nonvoting representatives to serve on TCG Work Groups and Special Committees and have access to nonpublic portions of the TCG Website and electronic communications (subject to the continuing approval of the TCG Board and the Work Group or Committee chair). The TCG Board of Directors may, in its discretion, restrict the number of such representatives. To the extent that a Participant designates individuals as observers or representatives who are not principals or employees of the Participant's organization, Participant must notify the TCG Board, obtain authorization in writing from TCG, and provide TCG with a signed statement of the individuals declaring that they have reviewed and agree to comply with the terms of this Agreement in participating in TCG activities on behalf of Participant. In addition, such individuals must sign the TCG Invited Experts Participation Agreement on their own behalf.

The undersigned agrees to participate in TCG activities in a manner consistent with the published objectives of TCG, the terms of this Liaison Program Participation Agreement ("Agreement"), and the directions of the TCG Board of Directors and relevant Work Group and Committee chairs.

Authorization. By signing this Agreement as an authorized representative, the individual signing the Agreement warrants that he or she has all requisite authority to execute this Agreement on behalf of the corporation, partnership, association, institution, foundation, agency, or other legal entity ("Organization") indicated below and that the Organization may lawfully enter into the Agreement and be bound by its terms.

Fees and Expenses. There is no fee for participating in the TCG Liaison Program. Liaison Program participants are responsible for their own expenses, such as those involved in attending meetings or teleconferences, although the Board of Directors may, in its discretion, approve the reimbursement of certain expenses related to meetings or other activities of the Advisory Council.

Consideration. The parties enter into this Agreement for their mutual benefit and agree that their respective undertakings are made for due and sufficient consideration.

Term and Termination. Participation in the Liaison Program under this Agreement shall commence on Participant's receipt of written acceptance signed by a director or officer of TCG. Participation in the Liaison Program may be terminated at any time, for any reason, by written notice from the Participant to the TCG Administration or from a director or officer of TCG to the Participant. The parties agree that the Confidentiality, Nondisclosure, and Intellectual Property provisions of this Agreement shall survive termination.

Notice. Notices under this Agreement shall be made in writing, which may be delivered electronically, to Participant and to the TCG Administration, respectively, at the addresses indicated below, which may be updated from time to time by written notice to the other party.

Confidential Information

In the course of TCG activities, TCG and TCG members ("Members") may disclose information that they consider confidential or proprietary ("Confidential Information") to one another and to other persons authorized to participate in TCG activities, including Participants. By signing below, Participant agrees to comply with the following terms concerning the confidentiality and nondisclosure of Confidential Information. Participants are hereby advised that the TCG Bylaws and this Agreement protect the Confidential Information of TCG and Members, and that they do not protect confidential or proprietary information of Participants.

All information disclosed in connection with TCG activities is deemed non-confidential except as may be provided below or as otherwise provided in a written agreement between the affected parties. When TCG or a TCG Member (the "Disclosing Party") discloses information to Members and Participants, the information shall be considered Confidential Information of the Disclosing Party if, and only if, the information is specifically designated as Confidential Information by the Disclosing Party at the time of

disclosure; provided, however, that information shall also be deemed Confidential Information if a Disclosing Party inadvertently discloses Confidential Information which was not identified as confidential at the time of disclosure but subsequently notifies TCG and all Members and Participants to whom such Confidential Information has been disclosed ("Receiving Parties"), in accordance with the notification procedure set forth below, of the Disclosing Party's intention to maintain the confidentiality of such previously disclosed Confidential Information and the Receiving Parties have not disseminated the subject information outside of their respective organizations prior to receiving such notice.

The Disclosing Party shall designate Confidential Information by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the Disclosing Party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the Disclosing Party and then within ten (10) days providing all Receiving Parties with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified; or (3) where a Disclosing Party wishes to engage in multiple oral disclosures relating to a specific subject matter, by delivering to all Receiving Parties an advance written notice indicating initial and final disclosure dates, and a non-confidential description of the Confidential Information to be disclosed orally within the period set by the initial and final disclosure dates. The period set for oral disclosure shall be limited to a maximum of ninety (90) days, after which the Disclosing Party may submit another writing to cover another period of disclosure if necessary.

All Confidential Information received by Participant from TCG or TCG Members or Participants prior to the date of this Agreement directly for the purposes of TCG shall be governed by the Confidentiality and Nondisclosure sections of this Agreement. All information disclosed by TCG to Participant shall be deemed Confidential Information under the Confidentiality and Nondisclosure sections of the Agreement until made publicly available by TCG. All TCG works in progress, draft Specifications and interim Specifications, minutes of TCG Board of Directors meetings, minutes of TCG Work Groups and Special Committees (including the TCG Board of Advisors), and attorney work product of TCG's legal counsel shall in all cases be deemed Confidential Information of TCG and subject to the terms of this Agreement unless and until made public by TCG.

Nondisclosure

With respect to Confidential Information received in the course of participating in TCG activities, Participant agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination to third parties (except its subsidiaries, contractors, and consultants) as Participant employs with its own Confidential Information, but in any case no less than reasonable care. Any disclosure by Participant to its subsidiaries, contractors, and consultants of Confidential Information disclosed by TCG or TCG Members shall be made subject to an obligation of confidentiality at least as protective as provided by the terms of this Agreement. In addition, in the case of a Participant that is a governmental department, body, or other public agency, such Participant shall not disclose to another governmental entity Confidential Information disclosed by TCG or TCG Members, unless such disclosure is made subject to an obligation of confidentiality at least as protective as provided by the terms of this Agreement or unless such disclosure is compelled by law.

The nondisclosure obligation shall not apply to any information which is: (1) already lawfully known by the Receiving Party prior to disclosure; (2) publicly available through no fault of the Receiving Party; (3) lawfully received without a duty of confidentiality; (4) disclosed by the Disclosing Party to a third party without a duty of confidentiality on such third party; (5) independently developed by the Receiving Party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the Receiving Party seeks protection of the Confidential Information from public disclosure and provides the Receiving Party reasonable prior written notice to the Disclosing Party, and cooperates with the Disclosing Party, so that the Disclosing Party has the opportunity to oppose any such order; or (7) disclosed by the Receiving Party with the Disclosing Party's prior written approval.

In no event shall the Confidentiality and Nondisclosure provisions of this Agreement be deemed to grant to any party a license under the other party's copyrights, patents, or other intellectual property.

All public disclosures regarding the membership and activities of TCG must be approved by the TCG Board of Directors. Public disclosure of any draft, version, or revision of an interim or final TCG Specification or design guide shall be subject to approval by the TCG Board of Directors pursuant to the TCG Bylaws. Participants in TCG Work Groups and Special Committees shall not disclose TCG Specifications, revisions to Specifications, or design guides prior to the TCG Board of Directors designating the same for publication. If Participant shall be required to disclose any Confidential Information relating to TCG pursuant to a valid order of a court or other government body or any political subdivision thereof, or pursuant to a request for information in government files under an applicable freedom of information act or similar legislation, Participant shall first give notice to the TCG Board of Directors and make a reasonable effort to protect such Confidential Information consistent with applicable law, including, where available, seeking a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued. Nothing in the Nondisclosure section of this Agreement shall be construed to prevent Participant from publicly disclosing the fact that it participates in the TCG Liaison Program.

The rights and obligations provided in the Confidentiality and Nondisclosure sections of this Agreement survive termination of the Agreement. Following termination, Disclosing Parties may continue to enforce the obligations of Receiving Parties with respect to Confidential Information disclosed under this Agreement.

Intellectual Property

Definitions

The following definitions shall apply for purposes of this Agreement:

(a) "**Affiliate"** means any entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity ("Control"), or is controlled by another entity, or is under common control with another entity, so long as such Control exists. This term is not intended to refer to any governmental department, body, or other public agency, and it is not intended that any provisions herein referring to Affiliates shall apply in the case of a Participant that is itself a governmental department, body, or public agency.

(b) **"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 a Specification, and (ii) are within the bounds of the Scope.

(c) **"Contribution"** means a submission by or on behalf of a TCG Member or Participant to the TCG Promoters or Contributors (as defined in the TCG Bylaws), or to a TCG Work Group, proposing an addition to or modification of an existing Specification or a new Specification or portion thereof, or a submission proposing changes or modifications to reference design documents, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Member or Participant, provided that the minutes are promptly provided to the individual representing the submitting Member or Participant, unless the submitting Member or Participant withdraws its submission in writing as soon as practicable and, in any event, no later than forty-five (45) days after receipt of such written minutes. A Member or Participant failing to provide such notice shall be conclusively deemed to have made a Contribution as memorialized in the minutes.

(d) **"Necessary Claims"** shall mean claims of a patent or patent application other than design patents and design registrations, throughout the world, that: (i) are owned, controlled or licensable by a Member or Participant or its Affiliates now or at any future time during the term of this Agreement; and (ii) are necessarily infringed by implementing those portions of the Specification that are within the bounds of the Scope, provided that a claim is necessarily infringed only when there is no commercially reasonable non-infringing alternative for implementing such portions of the Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; or (ii) that read solely on any implementations of any portion of the Specification that are not within the bounds of the Scope; or (iii) that, if licensed, would require a payment of royalties or other consideration by the licensor to unaffiliated third parties, unless the licensee agrees in writing to pay said royalties or other consideration directly to the unaffiliated third party, provide periodic accounting of the same, and waive third party beneficiary claims, and actually pays to such unaffiliated third party, when due, said royalties or other consideration, and any costs and expenses arising from such license.

(e) **"Scope"** means those protocols, electrical signaling characteristics, register models, hardware–operating system interfaces, application program interfaces, service provider interfaces, physical dimensions and characteristics, and/or data structures solely to the extent disclosed with particularity in the Specification where the primary purpose of such disclosure is to enable products to interoperate, interconnect, or communicate as defined within the Specification. Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacturer, sell, or use any product or portion thereof that complies with the Specification but is not expressly set forth in the Specification (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, and basic operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Specification; or (iii) a portion of any product or any combination of products (or portions of products) that are not required for compliance with the Specification. The Scope shall include only architectural and interconnection requirements of the Specification and shall not include any implementation examples contained in the Specification unless the Specification expressly states that such implementation examples are to be included within the Scope of the limited patent license granted with respect to the Specification.

(f) **"Specification"** means a document embodying technical requirements, conditions, and protocols adopted and approved for release by TCG, and any updates or revisions adopted and approved for release by TCG, provided that such document falls within the purposes set forth in Section 2.4 of the TCG Bylaws, which are restated here for convenience as "the development, definition and promotion of hardware-enabled trusted computing and security technology, including related hardware and related software components, across multiple platforms, peripherals and devices."

Interim Specification Review and Withdrawal

(a) Interim Specifications. A TCG Work Group may deliver Work drafts of a Specification ("Interim Specifications") to the TCG Board of Directors, which may elect to send such Interim Specifications to the Members and Participants for review.

(b) Review. For a period of sixty (60) days from the date that the Board of Directors sends an Interim Specification to the Members and Participants for review, Participants may, on behalf of themselves and their Affiliates, review the same for any Necessary Claims that may be implicated by the Interim Specification. While there is no requirement for Participant to review its patent portfolio for Necessary Claims, Participant is put on notice that unless it terminates this Agreement and withdraws from participation in the activities of TCG before the end of this sixty (60) day period, Participant is committing to the non-assertion provisions set forth below with regard to any Necessary Claims implicated by the Interim Specification, if and when the Specification implicating those Necessary Claims is adopted by TCG.

(c) Withdrawal. Without limiting Participant's absolute right to terminate this Agreement and withdraw from participation in the activities of TCG at any time, a Participant who has not otherwise made a Contribution to the Interim Specification may terminate this Agreement and withdraw from participation in the activities of TCG if that Participant determines that the Interim Specification implicates Necessary Claims which that Participant is unwilling to subject to the non-assertion provisions set forth below. A Participant wishing to exercise the right to withdraw under this provision must deliver notice of termination and withdrawal not later than the end of the sixty-day review period referenced above. Said notice of termination and withdrawal pursuant to this provision shall include written identification of any Necessary Claims of the withdrawing Participant that the withdrawing Participant does not wish to subject to the non-assertion provisions set forth below.

(d) New Participants. Except for the TCPA licensing obligation set forth below, if Participant has been accepted in the TCG Liaison Program and signs this Agreement during the above-referenced sixty-day review period, then Participant shall be permitted not less than forty-five (45) days to review any Interim Specification then under review for any and all Necessary Claims and must agree in separate affirmative writing to be committed to the non-assertion provisions set forth below as to such pending Specification if it is adopted by TCG and any previously adopted and published TCG Specifications. Failure to provide such written affirmation shall be deemed a termination of this Agreement, and Participant shall withdraw from the activities of TCG.

(e) Government Participants. Where Participant is a governmental department, body, or other public agency, its rights and obligations with respect to Interim Specifications are limited to Necessary Claims that are owned, controlled, or licensable by Participant itself and not by another governmental entity. However, where Participant has knowledge of claims by another governmental entity of Participant's government that would be Necessary Claims if that entity were itself a Participant in the TCG Liaison Program, Participant shall so advise TCG, unless prohibited by law, so that TCG can consider measures to avoid potential infringement issues.

Specification Notice, Review, and Participant Withdrawal

(a) Notice. The TCG Board of Directors shall provide Participant with not less than sixty (60) days' prior notice of the adoption of a new or revised Specification. Such notice shall include a complete draft of the Specification as approved by the Board of Directors and state the effective date when the Specification, and all Necessary Claims therein, shall be subject to the licensing provisions set forth below.

(b) Review. Upon receipt of the notice and Specification, the Participant, on behalf of itself and its Affiliates, may review the same for any Necessary Claims that may be implicated by the Specification. While there is no requirement for a Participant to review its patent portfolio for Necessary Claims, Participant is put on notice that unless it terminates this Agreement and withdraws from participation in the activities of TCG, Participant is committing to the non-assertion provisions set forth below.

(c) Withdrawal. Without limiting a Participant's absolute right to terminate this Agreement and withdraw from participation in the activities of TCG at any time, a Participant who has not otherwise made a Contribution to the Specification may terminate this Agreement and withdraw from participation in the activities of TCG if that Participant determines that the Specification implicates Necessary Claims which that Participant is unwilling to subject to the non-assertion provisions set forth below, provided that Participant has not already committed to license such Necessary Claims pursuant to the TCPA Specifications licensing provisions set forth below. A Participant wishing to exercise the right to terminate this Agreement, and withdraw from participation in the activities of TCG under this provision, must deliver notice of termination and withdrawal not later than fifteen (15) calendar days prior to the effective date of the Specification stated in the notice accompanying the Specification. Said notice of termination and withdrawal pursuant to this provision shall include written identification of any Necessary Claims of the withdrawing Participant that the withdrawing Participant does not wish to subject to the non-assertion provisions set forth below.

(d) New Members. Except for the TCPA Specifications licensing obligation set forth below, if Participant has been accepted in the TCG Liaison Program and signs this Agreement during the above-referenced sixty-day review period, then Participant shall be permitted not less than forty-five (45) days to review the Specification then under review and any previously adopted and published TCG Specifications for any and all Necessary Claims and must agree in separate affirmative writing to be committed to the non-assertion provisions set forth below as to such pending Specification, if it is adopted by TCG, and any previously adopted and published TCG Specifications. Failure to provide such written affirmation shall be deemed a termination of this Agreement, and Participant shall withdraw from the activities of TCG.

(e) Government Participants. Where Participant is a governmental department, body, or other public agency, its rights and obligations with respect to new or revised Specifications are limited to Necessary Claims that are owned, controlled, or licensable by Participant itself and not by another governmental entity. However, where Participant has knowledge of claims by another governmental entity of Participant's government that would be Necessary Claims if that entity were itself a Participant in the TCG Liaison Program, Participant shall so advise TCG, unless prohibited by law, so that TCG can consider measures to avoid potential infringement issues.

Non-Assertion Covenant

In the event that Participant, or any Affiliate with respect to which Participant has the authority to direct its Contribution or its assertion of relevant intellectual property rights ("Relevant Affiliate"), makes a Contribution to a TCG Specification, including revisions thereto, or that TCG adopts and approves for release a Specification after providing notice as set forth in its Bylaws, Participant hereby promises and covenants that Participant and Relevant Affiliates shall not sue TCG, TCG Members and Participants and their respective Affiliates, and licensees of TCG or of TCG Members and Participants and their respective Affiliates, for infringement of any Necessary Claims, infringement of copyright or related rights, infringement of trademark or service mark, misappropriation of trade secrets, or for the alleged violation of any other law with respect to any activity or product falling within the Scope of the Specification, including without limitation the activities of making, having made, using, importing, offering to sell, leasing and selling, and otherwise distributing Compliant Portions ("Non-Assertion Covenant"). The Non-Assertion Covenant is intended to apply as well to any copyright claims arising from the reproduction, distribution, display, or performance of the Participant's Contributions solely for the purposes of developing, publishing, and distributing Specifications and related materials, as well as products based on such documents. Participant will cooperate with TCG and with TCG Members and Participants to further document and give effect to the substance of this provision in the manner required under the laws and regulations of any jurisdiction, except where prohibited by applicable law.

Retention of Rights

Nothing contained in this Agreement shall be deemed to require a Participant or its Affiliates to grant or withhold a nonexclusive license or sublicense of Participant's patents containing Necessary Claims to third parties other than TCG Members or Participants, or their Affiliates, on such terms as Participant may determine.

Transfer of Necessary Claims

Any transfer by a Participant or Relevant Affiliate to a third party, including an Affiliate, of a patent including Necessary Claims shall be subject to: (i) the terms and conditions of this Agreement and (ii) the Non-Assertion Covenant set forth in this Agreement.

Marks

Participant shall not use, in any way, any trademark, service mark, trade name, certification mark, name, or logo (collectively, "Marks") used by TCG without a written license from TCG.

Survival of Non-Assertion Covenant

Notwithstanding the dissolution of TCG or the termination of this Agreement and Participant's withdrawal from participation in the activities of TCG, Participant's Non-Assertion Covenant as stated in this Agreement shall remain in full force and effect for: (a) any Necessary Claim to Participant's Contribution incorporated in any later adopted Specification; (b) any Necessary Claim to a later adopted Specification for which Participant made a Contribution during the development of such Specification; (c) any Necessary Claim to a Specification adopted before the effective date of dissolution or before the effective date of Participant's termination of this Agreement and withdrawal from participation in the activities of TCG; (d) any Necessary Claim implicated by an Interim Specification, if such Necessary Claim is implicated by such later adopted Specification, and for which a Member or Participant did not identify such Necessary Claim in its notice of termination and withdrawal (if any) submitted prior to the expiration of the review

period set forth above for such Interim Specification; (e) any Necessary Claim to a Specification that is provided to the Members and Participants in accordance with this Agreement and for which a Member or Participant did not identify such Necessary Claim in its notice of termination and withdrawal (if any) submitted prior to the expiration of the review period established for such Specification, and such Specification is later adopted; and (f) any Necessary Claims to a Specification adopted by TCG after the effective date of the Participant's termination and withdrawal that (i) are necessary for the future Specification to be backwards compatible with the prior Specifications, and (ii) are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Specification for which the Participant is obligated to grant licenses. In no event is a withdrawn Participant obligated to license any additional Necessary Claims under this Agreement. This agreement to the survival of Participant's Non-Assertion Covenant is intended to apply for the benefit of TCG and its Members and Participants, along with their respective Affiliates, including those entities that become Members or Participants, or Affiliates thereof, after the effective date of a Participant's termination or withdrawal.

TCPA Specifications

In addition to Specifications developed by TCG, the Non-Assertion Covenant set forth in this Agreement is intended to apply to the following TCPA Specifications that have been transferred to TCG:

a) TCPA Main Specification v.1.1b (now renamed TCG Main Specification v.1.1b); and

b) TCPA PC Specific Implementation Specification v.1.0 (now renamed TCG PC Specific Implementation Specification v.1.0).

The TCPA Specifications shall be considered adopted Specifications of TCG for purposes of this Agreement, and Participant hereby waives the review period as provided herein for TCG Specifications, for these named TCPA Specifications only.

Signature and Contact Information

Name of Organization:	_____	**Date:**	_____
Contact Name:	_____ (Name/Title)		
Contact Address:	_____		
	_____		
Telephone Number:	_____ (Please Include Country Code where appropriate)	**Fax Number:**	_____
Email Address:	_____	**Web Page URL:**	_____
Signature of Authorized Representative:	_____	**Date:**	_____
Name/Title:	_____		_____

Please provide the following information for individuals who will represent your Organization in the TCG.

Name: _____ Title: _____
Mailing Address: _____
Phone:_____ Email: _____
Work Group to Participate in: _____

Name: _____ Title: _____
Mailing Address: _____
Phone:_____ Email: _____
Work Group to Participate in: _____

Name: _____ Title: _____
Mailing Address: _____
Phone:_____ Email: _____
Work Group to Participate in: _____

Name: _____ Title: _____
Mailing Address: _____
Phone:_____ Email: _____
Work Group to Participate in: _____

Please attach a separate document for additional participants.

Please briefly describe the principal commercial or noncommercial activities of your Organization.

_____

_____

_____

Acceptance:

This TCG Liaison Program Participation Agreement is accepted this _____ day of _____, 200__.

Trusted Computing Group,
an Oregon Non-Profit Corporation

By: _____
Name:
Its:

All inquiries and notices should be directed to the TCG Administration:

Trusted Computing Group Administration
3855 SW 153rd Drive
Beaverton, OR 97006
admin@trustedcomputinggroup.org
Phone: (503) 619-0562
Fax: (503) 644-6708