

## **UNIVERSAL CHIPLLET INTERCONNECT EXPRESS (“UCIe”) CONTRIBUTORS AGREEMENT**

This Universal Chiplet Interconnect Express (“UCIe”) Contributors Agreement (“Agreement”) is entered into by and between the Promoters (as defined below) and the contributing party set forth on the signature page below, and its Affiliates (“Contributor”).

### **RECITALS**

Whereas, the Promoters have adopted and approved a document entitled “Universal Chiplet Interconnect Express (“UCIe”) Specification, Revision 1.0, February 24, 2022” (referred to herein as the “Initial Final Specification”) as the initial specification defining a new die-to-die on-package interconnect standard, including electricals, logic, bump map, protocol mappings and associated technologies to create an open chiplet ecosystem;

Whereas, the Promoters wish to develop, draft, and adopt one or more additional Final Specifications (defined below), based on and backward compatible with the Initial Final Specification;

Whereas, Contributor wishes to review and comment upon preliminary drafts of UCIe specification(s) that are circulated by the Promoters for the purpose of formulating a Final Specification, and the Promoters are willing to include the Contributor in those portions of their deliberative process in which Contributor has specific expertise; and

Whereas, Promoters and Contributor desire to have the following conditions apply to this Agreement, and Promoters represent that the form of this Agreement will be substantively the same for all Contributors, other than the Effective Date and the Contributor-specific information set forth on the signature page hereto;

Now, therefore, in consideration of the mutual promises and conditions contained herein, the Promoters and Contributor agree as follows:

#### **1. DEFINITIONS**

1.1 **“Adopter”** means any entity that has executed a copy of the UCIe Adopters Agreement and delivered it to the Secretary.

1.2 **“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) more than 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) more than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is more than fifty percent (50%).

1.3 **“Compliant Portion”** means those specific portions of a product (hardware, software or combinations thereof) that implement and are compliant with all Normative Requirements of a

Final Specification (as applicable to such portions that are adopted) to the extent specifically disclosed in a Final Specification and where the purpose of such requirements is to enable such products to interoperate, interconnect or communicate as defined within a Final Specification provided and only to the extent that such portions are within the bounds of the Scope.

1.4 **“Contribution”** means a submission or any proposal (written, oral, electronic or otherwise) offered by a Promoter or Contributor for consideration for inclusion as part of a Draft Specification or modification to a Final Specification or portion thereof, provided that the submission is either (a) submitted in writing (including a writing in electronic medium) marked as a “Contribution”, or (b) stated orally, memorialized with specificity in the written minutes of such meeting, and attributed in the meeting minutes to the submitting Promoter or Contributor provided that the minutes are promptly provided to and approved by the submitting Promoter or Contributor, unless such submitting Promoter or Contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days following receipt of the written minutes.

1.5 **“Contributor”** means a party that has entered into a Contributor Agreement in the form agreed to by the Promoters and delivered to the Secretary.

1.6 **“Draft Specification”** means all versions of a document designated as a Draft Specification by the Promoters, including all written comments thereto or any other written information provided by any Promoter or Contributor for the purpose of creating, commenting on, revising, updating, and/or modifying any documents that are to be considered for inclusion in a Final Specification by the Promoters.

1.7 **“Final Specification”** means any version of a Draft Specification as adopted and published by the Promoters as a Final Specification. For purposes of this definition, a Final Specification shall not include any implementation examples unless such implementation examples are expressly identified as being included as part of the limited patent license in such Final Specification as adopted.

1.8 **“Necessary Claims”** means claims of an issued patent or pending patent application that (i) now or at any time during the term or this Agreement, are owned or controlled and licensable by a party, its Affiliates, or any of its Subsidiaries; and (ii) would be necessarily infringed by implementing the Normative Requirements of the Final Specification within the bounds of the Scope, wherein a patent claim is “necessarily infringed” because there is no technically feasible non-infringing alternative for implementing a Final Specification. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; or (b) that, if licensed, would require consent from and/or a payment of royalties by the licensor to unaffiliated third parties.

1.9 **“Normative Requirements”** means those portions of a Final Specification that are expressly identified as required for compliance with a Final Specification including those portions of an optional or alternative portion of a Final Specification that are identified as required for compliance with such optional or alternative portion; provided, however, that any portion of a Final Specification outside the bounds of the Scope shall not be a Normative Requirement. For clarity, those portions of a Final Specification, including any portions of an optional or alternative portion thereof that are designated by the terms “must”, “shall”, “mandatory”, “normative” or “required” are expressly identified as being required for compliance under this Section.

1.10 **“Promoters”** means each company that has executed a Universal Chiplet Interconnect Express (“UCIe”) Promoters Agreement. A list of Promoters is attached as Attachment A.

1.11 **“Scope”** means the specific protocol(s) providing one specific method to connect multiple dies, while supporting multiple protocols (including PCIe, CXL, and a raw mode that can be used to map any protocol of choice as long as both ends support it) on a common physical and link layer, encompassing the elements needed for system-on-chip construction, such as the application layer and form-factors relevant to the package (e.g., bump location, power delivery, thermal solution, etc.), and where the sole purpose is to enable products to interoperate, interconnect or communicate as defined within a Final Specification. Notwithstanding the foregoing, the Scope shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology, etc.); or (ii) the implementation of other published specifications not developed by the Promoters pursuant to this Agreement, but referred to in the body of a Final Specification (e.g., PCIe; CXL); or (iii) any portions of any product and any combinations thereof the sole purpose or function of which is not required for compliance with a Final Specification.

1.12 **“Secretary”** means the party identified by the Promoters as the secretary for a Final Specification.

1.13 **“Trademarks”** shall have the meaning assigned in Section 5.

## **2. COMPLIANCE WITH ANTITRUST LAWS**

Contributor and the Promoters are committed to fostering open competition in the development of products and services based on Final Specifications. Contributor and the Promoters understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Without limiting the generality of the foregoing, Contributor and the Promoters acknowledge that this Agreement prohibits any communications regarding costs, prices, pricing methods, quantity or quality of production levels, production quota, methods or channels of distribution, markets, customers, allocation of territories or customers, exclusion of competitors or any other topic that may be construed as a violation of antitrust laws. Accordingly, Contributor and each Promoter will counsel its representatives who participate in any activities under this Agreement on the importance of limiting the scope of their discussions and communications to the topics that relate to the purposes of this Agreement, whether or not such discussions and communications take place during formal meetings, informal gatherings, or otherwise.

## **3. SUBMISSIONS TO PROMOTERS**

Contributor understands that all submissions it makes to the Promoters with regard to Draft Specifications shall be governed by the following:

3.1 Confidentiality of Contributor Submissions. Contributor agrees that any Contribution shall be deemed to be made on a non-confidential basis. Contributor and the Promoters agree

that Contributor can also provide its own Contributions and/or Contributions it receives from other Contributors to other Contributors, at its discretion.

3.2 Copyright License. Contributor does hereby grant and will grant, and shall cause each of its Affiliates to grant to each Promoter a license under its copyrights in its Contributions to reproduce, distribute, display, perform, and create derivative works of any Contribution or Draft Specification or derivative work thereof, for the purpose of developing Final Specifications.

3.3 Copyrights in Final Specification. Effective as of the adoption of a Final Specification, Contributor hereby conveys and shall cause each of its Affiliates to convey, to each Promoter a non-exclusive, undivided, and equal ownership in the copyrights in such Final Specification, subject to the underlying copyright ownership rights of the Contributions of Contributor. Each Promoter may exercise any and all rights of copyright ownership and sublicense such rights in such Final Specification as if such rights were solely owned by such Promoter and without permission of the Contributor and without any duty to account.

3.4 Limited Patent Licensing Obligation – Initial Final Specification. Effective upon receipt by the Secretary of a fully executed original of this Agreement, Contributor hereby agrees that upon request, it will, and will cause its Affiliates to, grant to any Promoter, Contributor or Adopter, and their respective Affiliates (collectively “Licensee”), a non-exclusive, world-wide license under its Necessary Claims contained in the Initial Final Specification to make, have made, use, import, sell, offer to 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 granted under fair, reasonable and non-discriminatory (FRAND) terms, provided that such license grant may be conditioned upon the Licensee’s grant of a reciprocal license binding Licensee.

3.5 Limited Patent Licensing Obligation – Contributions. Effective upon receipt by the Secretary of a fully executed original of this Agreement, Contributor hereby agrees that upon request, it will, and will cause its Affiliates to, grant to Licensee a non-exclusive, world-wide license under its Necessary Claims contained in its Contributions to any Final Specification, solely to make, have made, use, import, sell, offer to 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 granted under FRAND terms, provided that such license grant may be conditioned upon the Licensee’s grant of a reciprocal license binding Licensee.

3.6 Non-Circumvention. Contributor agrees (i) that neither it nor any Affiliate has transferred patents nor granted exclusive licenses having Necessary Claims, and (ii) that it will not transfer patents or grant exclusive licenses having Necessary Claims, and (iii) that it will cause its Affiliates to refrain from transferring patents or granting exclusive licenses having Necessary Claims, for the purpose of circumventing such Contributor’s obligations under this Agreement.

#### **4. CONFIDENTIALITY**

4.1 Draft Specification. Until the Promoters adopt a Final Specification and make it generally publicly available, Contributor will maintain all versions and revisions of a Draft Specifications (“Confidential Material”) in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of

care under the circumstances and will not use, disclose or copy the Confidential Material except as necessary for its employees and employees of Affiliates with a need to know to evaluate and comment thereon. Contributor shall mark any copies it makes “confidential,” “proprietary” or with a similar legend and shall reproduce all copyright notices and disclaimers therein. Unless the parties agree otherwise, this obligation of confidentiality will expire five (5) years from the date of disclosure to Contributor.

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, copyrights or mask works 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 Material pursuant to the terms of this Agreement. An employee’s memory is unaided if the employee has not intentionally memorized the Confidential Material for the purpose of retaining and subsequently using or disclosing it.

4.3 Press Release. Contributor agrees that any of the Promoters may make a press or other public announcement regarding its activities as a Promoter and may include the identity of Contributor in such announcement.

## 5. TRADEMARKS

5.1 Non Assertion. Contributor hereby agrees not to assert, and shall cause its Affiliates not to assert, against any Promoter or its Affiliates, any Contributor or its Affiliates, or any Adopter or its Affiliates any trademark, trade name, or similar rights it may have now or hereafter in the names “Universal Chiplet Interconnect Express” or “UCIe” (collectively “Trademarks”).

5.2 No Obligation to Use Trademarks. Contributor shall not be obligated to use any of the Trademarks on any product, advertising, or on any other material in any manner.

5.3 Use of the Trademarks. Contributor agrees that it shall only use any one or more of the Trademarks to label and/or promote products that contain relevant Compliant Portions.

## 6. TERM AND TERMINATION

6.1 Term. Unless terminated as provided herein, this Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date.

6.2 Termination by Contributor. Contributor may terminate this Agreement at any time upon giving written notice to the Secretary. After the effective date of termination, Contributor shall not be subject to any agreement to grant any further copyright ownership, or license of its Necessary Claims, except as provided in Section 6.3 below.

6.3 Survival of License Grants. Notwithstanding any termination or expiration of this Agreement, Contributor’s agreement to grant equal ownership to copyrights as provided in Section 3.3, and to grant the licenses as provided in Sections 3.2, 3.4 and 3.5 shall remain in full force and effect but only for those Contributions made by Contributor prior to the effective date of such termination or expiration. Regardless of the date of termination or expiration, Contributor’s

agreement to grant such ownership and licenses will extend to all Promoters, Contributors and Adopters (collectively, "Licensees") as applicable, including Licensees that become Licensees after the effective date of the Contributor's termination or expiration; however, Contributor will only receive such licenses as of the effective date of Contributor's termination or expiration, and will not be eligible to receive distributions of Draft Specifications following such termination or expiration.

6.4 Additional Clauses to Survive Termination. Sections 1, 3.6, 4, 5, 6.3 and 7 shall also survive termination or expiration of this Agreement.

## 7. GENERAL

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

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

7.3 No Warranty. All parties acknowledge that all information provided as part of a Final Specification development process and any Draft Specification and/or Final 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.

7.4 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.

7.5 Notices. All notices to Contributor hereunder shall be in writing and sent to Contributor at the address as set forth on the signature page below, or at such address as the Contributor may later specify by such written notice. All notices to the Promoters hereunder shall be in writing and sent to the Secretary at the address set forth below, or at such address as the Secretary may later specify by such written notice. For purposes of this Section 7.5, written notice shall not include notice by electronic mail or by facsimile.

Notices to Promoters:

Morgan Fricke  
Secretary, Universal Chiplet Interconnect Express ("UCIe")  
3855 SW 153rd Drive  
Beaverton, OR 97003

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.

7.6 Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware, excluding that body of Delaware law concerning conflicts of law.

7.7 Good Faith Dealing. Contributor 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.

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

7.9 Costs and Expenses. Contributor shall bear its own costs and expenses for its participation in the activities defined in this Agreement such as travel, employee compensation, and incidental expense.

7.10 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.

7.11 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.

7.12 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.

7.13 Parties. The Promoters have authorized the Secretary to countersign this Agreement on behalf of the Promoters. The Secretary has the authority and by signing this Agreement does hereby bind all the Promoters to this Agreement.

7.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

In witness of this agreement, the parties execute this agreement as follows:

Secretary, UCle:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contributor:

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Email contact address:

\_\_\_\_\_

**ATTACHMENT A  
LIST OF PROMOTERS**

Advanced Micro Devices, Inc.

ARM Limited

Advanced Semiconductor Engineering, Inc.

Google LLC

Intel Corporation

Meta Platforms, Inc.

Microsoft Corp.

Qualcomm Incorporated

Samsung Electronics Co., Ltd.

Taiwan Semiconductor Manufacturing Company, Limited