

**AMENDMENT NUMBER ONE TO**  
**BYLAWS OF SERIAL ATA INTERNATIONAL ORGANIZATION**

Amendment Effective Date: April 12, 2005

**WHEREAS**, the Articles of Incorporation and Bylaws of the Serial ATA International Organization were enacted and filed on July 1, 2004; and

**WHEREAS**, the Serial ATA International Organization board of directors agree to amend the Bylaws (as permitted by Article 10) to clarify and modify the Bylaws in certain respects.

**NOW THEREFORE**, for valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Board of Directors agree as follows:

**1. PRE-ESTABLISHED TERMS**

All terms and conditions of the Bylaws remain in full force and effect and apply to this Amendment, unless specifically modified below.

**2. BYLAWS MODIFICATIONS**

The parties agree to amend the Bylaws by modifying Article 10 to read as follows:

ARTICLE 10. AMENDMENT OF BYLAWS

Except where otherwise provided for in individual Articles herein, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by approval of two-thirds (2/3) of the Board of Directors of the Corporation. ***Notification of alteration, amendment, or repeal of Bylaws shall be provided to Members of the Corporation on file with the Secretary thirty calendar days prior to such action being adopted by the Board of Directors. Members may designate representatives specifically for such notices.***

The parties hereby further agree to amend the Bylaws by modifying Section 14.2 as follows:

SECTION 14.2 CONFIDENTIAL INFORMATION

From time to time a Member may deem it necessary to disclose information to the other Members which such Member considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed in confidence and 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 be deemed confidential if a Member inadvertently discloses Confidential Information which was not identified as confidential at the

time of disclosure but notifies all Members to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 14) of the disclosing Member's intention to maintain the confidentiality of such previously disclosed Confidential Information and the receiving Members have not disseminated the subject information outside of their Member organization prior to receiving such notice. Any such designation shall be effected 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 other Members with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Member agrees that should any such Confidential Information be necessarily or inferentially disclosed by a Specification or design guide adopted by the Corporation, such Member shall allow publication of such ~~comment or recommendation~~ **Specification or design guide**. All information disclosed by Members prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 14.2. All information developed by the Corporation shall be deemed the Confidential Information of the Corporation until made publicly available. All works in progress, minutes of Board of Directors' meetings, minutes of Work Groups and Special Committees and attorney work product shall in all cases be deemed Confidential Information of the Corporation.

The parties hereby further agree to amend the Bylaws by modifying Section 14.3 as follows:

#### Section 14.3 NONDISCLOSURE

With respect to Confidential Information, the receiving party agrees, for a period of three (3) years **from disclosure**, to use the same care and discretion to avoid disclosure, publication and dissemination outside the receiving party and its Affiliates, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its Affiliates, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 14. The foregoing obligation shall not apply to any information which is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received from a third party 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 provides 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. Notwithstanding anything to the contrary herein, any Member shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this provision of these Bylaws. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Member within Member's organization. However, this Section 14.3 shall not be deemed to grant to any party a license under the other party's copyrights, ~~or~~ patents **or other intellectual property**.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Members.

The parties hereby further agree to amend the Bylaws by modifying Section 15.1 clause (c) as follows:

(c) **“Necessary Claims”** means those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates has the right, any time during the term of this Agreement, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by a **compliant** implementation of a Specification adopted and approved for release by the Corporation and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing **compliant** implementation of such Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

The parties hereby further agree to amend the Bylaws by modifying Section 15.2 clauses (1) and (3) as follows:

(1) **Notice.** The Corporation shall provide the Members with not less than ~~thirty (30)~~ **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 of Section 15.3, below.

(3) **Withdrawal.** Any Member may withdraw from membership in the Corporation pursuant to this subsection, if that Member determines that the Specification contains Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 15.3, below. A Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal ~~the later of forty five (45)~~ **no later than fifteen (15)** calendar days prior to the effective date of the Specification stated in the notice provided pursuant to Section 15.2(1), above, ~~or fifteen (15) days after the adoption of the Specification.~~ A Member timely exercising this right of withdrawal shall be entitled to continue the use of any Vendor Identification Numbers issued to prior to that Member's date of withdrawal for the time period remaining in that Member's current membership year and to renew that right of use subject to such terms, conditions and consideration as the Corporation may elect to charge non-Members for the same.

The parties hereby further agree to amend the Bylaws by modifying Section 15.7 as follows:

#### Section 15.7 TRANSFER OF NECESSARY CLAIMS

Any transfer by Member or its Affiliates to a third party of a patent having Necessary Claims shall be subject to: (i) the terms and conditions of these Bylaws and (ii) the agreement to grant licenses by the Member to other Members and their Affiliates pursuant to Section 15.3 and Section 15.4 of these Bylaws. ***The inclusion, in any written agreement for the transfer or assignment of any Necessary Claim(s), of a provision that such a transfer or assignment is subject to existing licenses and obligations imposed on the Member or its Affiliates by standards or specification development bodies (regardless of ISO or ANISI certification), or similar organizations (or language of similar import) shall be sufficient to comply with this Article.***

Nothing else follows.

IN WITNESS WHEREOF the Board of Directors hereto have executed this Amendment by their duly authorized representative effective as of the date first set forth above.

**AGREED:**

**Serial ATA International Organization**

By: \_\_\_\_\_  
(Signature)

    Knut Grimsrud      
(Printed Name)

    Chairman of the Board      
(Title)