

CPR INFORMATION TECHNOLOGY INDUSTRY
DISPUTE RESOLUTION COMMITMENT

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE/FAX

Disputes arise between companies in the Information Technology industry in the United States. We wish to avoid the high expense, long delays, burdens, animosity and uncertainties of litigation. We believe that most such disputes are best resolved privately through negotiation and mediation. We therefore agree that any dispute arising hereafter between our company, including its majority-owned subsidiaries, and another company in the Information Technology industry that has made the same commitment, will be resolved in the manner stated below.

A. PROCEDURES

1. **Negotiation**

When a dispute has arisen between our company and another signatory as to any matter that may be submitted to a federal or state court in the United States for adjudication, and negotiations between the regularly responsible persons have reached an impasse, senior executives who were not directly involved in the matter and who have authority to settle to matter shall confer in a good faith effort to resolve the dispute. The General Counsel of the companies will promptly arrange the conference and may participate in it.

2. **Mediation**

If the dispute is not resolved within 30 days of their first contact pursuant to paragraph A.1., the parties will attempt in good faith to resolve the dispute through mediation. The mediation shall be conducted in accordance with the CPR Procedure for Mediation of Business Disputes, or other procedure agreed to by the parties, and such mediation shall occur within 90 days of their first contact pursuant to Paragraph A.1.

3. **Post-Mediation**

If the mediation procedure fails to result in resolution of the dispute within 30 days of the mediation, any party may unilaterally terminate the procedure and pursue other remedies.

4. **Confidentiality**

All negotiations and other out-of-court proceedings pursuant to this Commitment are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence. If legal action is subsequently pursued by a signatory in connection with the same or similar matter outside the U.S. this confidentiality will be maintained as if the Federal Rules of Evidence applied in the foreign jurisdiction.

If it is necessary for either company to disclose proprietary information or trade secrets, the companies will negotiate in good faith to enter into a protective agreement to maintain such information in confidence and prohibit its disclosure or use for any purpose other than resolving the dispute.

5. **Preservation of Rights**

The procedures specified in this Section A shall be the sole and exclusive procedures for the resolution of disputes between signatories until such procedures are terminated in accordance with their terms; provided, however, that a party may initiate legal action if in its sole judgment such action is necessary to establish venue, to toll a statute of limitation, to obtain a preliminary injunction or other provisional relief, or to otherwise preserve the status quo. Despite such action the companies will continue to participate in good faith in the procedures specified herein. The companies are encouraged to negotiate a standstill or tolling agreement or to otherwise agree to steps to preserve the status quo, as an alternative to legal action.

6. **More than Two Companies**

If the dispute directly involves more than two companies, all of which have made the same commitment to the procedures set forth herein, such procedures will apply. If one or more of the companies has not made such a commitment, and (1) is not willing to comply with these procedures and (2) is indispensable to the resolution of the dispute, none of the parties will be bound to abide by these procedures.

B. CONTRACTUAL DISPUTE RESOLUTION PROVISIONS

Signatories are encouraged to include dispute resolution clauses in their contracts. The above procedures notwithstanding, if a dispute relates to a matter which is subject to a contractual dispute resolution provision (including without limitation an agreement among co-defendants in a litigation), and if such provision is in conflict with those set forth above, such contractual provision will govern. A contractual commitment to enter into binding arbitration shall not in and of itself be deemed a conflict.

The above commitment is entered into in consideration of the same commitments by other companies in the Information Technology industry and shall become operative when signed by eight companies. This commitment may be terminated on 90 days written notice to CPR, without affecting any case then pending. The commitment may be signed by any company in the Information Technology industry. Once the commitment is operative, new signatories may not invoke the procedure for 120 days and CPR shall promptly notify prior signatories of each new signatory.

Date _____

Chief Executive Office

Date _____

Chief Legal Officer

Note: Please send a signed copy of your statement to the CPR Institute for Dispute Resolution
30 East 33rd Street, 6th Floor, New York, NY 10016
Tel.: (212) 949-6490. Fax: (212) 949-8859 E-mail: aferguson@cpradr.org

CPR will publish a registry of companies subscribing to the statement.