

Si2 – CPF Parser License V 1.1 – 2009 04 02

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1.2 "**Compliant Implementation**" shall mean a software application that (i) reads and processes files that comply to the Approved CPF Specification and (ii) pass the CPF Compliant tests distributed by Si2, if any.

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1.9 "**Non-Si2 Member**" shall mean a Recipient that is not an Si2 Academic Member or an Si2 Corporate Member.

1.10 "**Original Package**" shall mean the original version of the software accompanying this Agreement as released by Si2, including source code, object code, application Package interface definitions and formats, and documentation, if any.

1.11 "**Package**" shall mean the Original Package and Contributions.

1.12 "**Project Member**" shall mean an Si2 Corporate Member that participates in the Si2-designated Low Power Coalition Project Technical Advisory Board and is in good standing.

1.13 "**Recipient**" shall mean anyone who receives the Package under this Agreement, including all Contributors.

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1.15 "Si2 Corporate Member" shall mean an association, partnership, organization, company, or corporation that has fulfilled the requirements for membership in Si2 and is in good standing.

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6.1 If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

6.2 If a Distributing Contributor distributes any Package, which includes such Contributor's Contributions, and does not submit

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6.3 If any Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Package (excluding combinations of the Package with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2.2 shall terminate as of the date such litigation is filed.

6.4 If Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Package immediately. However, Recipient's obligations under this Agreement and any licenses previously granted by Recipient relating to the Package shall continue and survive.

6.5 Si2 may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Package may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Package under the new version.

6.6 This Agreement is governed by the laws of the State of Texas and the intellectual property laws of the United States of America. Each party waives its rights to a jury trial in any resulting litigation.

6.7 If the Package or any portion of the Package has been licensed to Si2 by any third party, such licensor shall be a third party beneficiary of all terms of this Agreement benefiting Si2, including without limitation those relating to termination, warranty disclaimers and limitations of remedies. Recipient acknowledges and agrees that none of Si2's third party licensors shall have any liability to Recipient or any of Recipient's sublicensees arising out of this Agreement or any use or distribution of the Package. Neither Si2 nor any of its licensors shall have any obligation to Recipient or any of Recipient's sublicensees for any support or maintenance of the Package.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE.

SILICON INTEGRATION INITIATIVE, INC.

By: _____

Name: **Sumit DasGupta**

Title: **Senior Vice-President, Engineering**

Date: _____

Check Applicable Boxes (See 1. Definitions pages)

- Si2 Corporate Member**
- Low Power Coalition Project Member**
- Si2 Academic Member**
- Non-Si2 Member**

**RECIPIENT NAME (Company Name
if Corporate License)**

By: _____

Name: _____

Title: _____

Mailing Address: _____

Date: _____

Person Authorized to Receive Code:

(e-mail Address): _____

Phone Number: _____

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