OPEN STANDARDS

MEMBERSHIP AGREEMENT

This agreement ("Agreement") is made and entered into by and between

_____

a corporation or organization ("the Member"),
whose principal place of business for purposes of this Agreement is located at

_____

and
Silicon Integration Initiative, Inc.,
a Delaware not-for-profit corporation having its place of business at
9111 Jollyville Road, Suite 250, Austin, Texas 78759 ("Si2")

on this _____ day of _____, _____.

1.0. Purpose and Scope. Si2 has established the Open Standards initiative ("OS"). Member hereby agrees to become a member of OS and agrees to conform to all of the applicable terms and conditions set forth in this Agreement.

     1.1 <u>Structure of OS</u>. OpenStandards consists of several Collaborative Groups: pre-existing Si2 Coalitions and Technology Advisory Boards (TABs), and newly formed OS Working Groups.

     1.2 <u>Participation in OS</u>. OpenStandards members may participate in any of the OS Collaborative Groups for no additional fee beyond the OpenStandards Member dues. Pre-existing Collaborating Groups, as well as OS Working Groups, each require their own agreements for participation, in addition to the OS Membership Agreement. For clarification, should the terms of the OS Membership Agreement and any pre-existing Collaborating Group conflict, the terms of the pre-existing Collaborating Group Agreement shall prevail.

2.0. Member Responsibilities. Member shall make commercially reasonable efforts to participate in OS, including assignment of technical staff to participate in development, review, and ballot of subject standards. For all OS related activities, Member agrees to comply with the OS Operating Rules established by, and for, the OS; which may be amended from time to time by two-thirds super majority of then current OS members. The latest version of the OS Operating Rules shall be available at www.si2.org.

3.0 Term and Termination of Membership

3.1 Term of Membership in OS. Membership is granted in OS, upon payment of dues, for a one (1) year term. Subject to Sections 3.3 and 3.4, membership will be automatically renewed each subsequent year on January 1 for as long as OS remains active, unless terminated pursuant to the sections below.

3.2 Term of the OS. OS shall continue to exist for so long as at least three (3) Members wish to continue OS, provided, however, that OS may be dissolved at any time by a unanimous vote of the members then participating in OS.

3.3 Non-Voluntary Termination of Membership in OS. In the event of unpaid Member dues, in whole or in part, unauthorized disclosure of confidential OS information by Member, or any material default or breach of this Agreement or any associated Si2 license agreement by Member, Si2 may terminate Member's membership in OS without notice including termination of access to any and all Si2 materials and technologies. Member will be immediately reinstated upon timely resolution of all breaches. Si2 may terminate this Agreement for any or no reason upon sixty (60) days written notice to Member, but only to the extent that Si2 is terminating all other members in OS.

3.4 Voluntary Termination of Membership. Member may resign from OS and terminate its membership in OS at any time by providing written Notice of Voluntary Termination thereof at least thirty (30) days in advance to Si2. Such resignation and termination is effective thirty (30) days after the date on which such Notice is received and acknowledged by Si2. Member fees will not be pro-rated when Member voluntarily resigns from OS.

3.5 Obligations on Termination. After Member's membership in OS has terminated, Member shall have no other obligations under this Agreement, provided that any obligation to pay unpaid dues shall survive and all license obligations under Attachments hereto and all confidentiality and non-disclosure obligations hereunder shall survive with respect to specifications approved by Si2 before termination. All rights and licenses granted by Member and all rights and licenses granted to Member, in its capacity as a member of OS, shall survive such Member's departure from OS.

4.0 Costs, Expenses, and Resources

4.1 <u>Member Costs and Expenses</u>. Member will be responsible only for its own costs and expenses incurred in matters and activities arising out of this agreement.

4.2 <u>Member Dues</u>. Member shall pay annual dues within forty-five (45) days of the date of the invoice; such invoice shall be rendered upon execution of this Agreement for the current year and annually on January 1 for subsequent years. All dues shall be non-refundable. Member is responsible for the payment of any taxes resulting from or imposed under this Agreement or upon any copies of any software or related documentation delivered pursuant to this Agreement, except taxes based on Si2's net income.

4.3 <u>Member Project Expenses</u>.   Working groups within OS may elect to initiate projects that may require funding beyond Member annual dues. Prior to project initiation, each project shall develop a plan that delineates the specific expenses involved. It shall be up to each individual Member to determine whether they intend to participate in such a project and incur the additional associated project expenses. Member shall pay its share of Project Expenses for those projects in which it elects to participate.

4.4 <u>Member Portal Accounts</u>. Members shall be provided a pre-determined number of OS portal accounts at no additional charge based upon Member dues. Si2 may elect to charge reasonable fees for additional accounts beyond the pre-determined number.

4.5 <u>Invoices</u>. Members shall be provided an invoice from Si2 at least thirty (30) days in advance of the due date. Special invoices may be provided for Projects that are initiated, or for portal accounts, added during the year.

5.0 General

5.1 <u>Assignment</u>. Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable by Member without the prior written approval of Si2, provided however, that this Agreement may be assigned without such approval, to a purchaser of all, or substantially all, of that part of Member's business or assets in connection with which this Agreement is utilized, whether by merger, sale of assets, sale of stock, or otherwise without such approval.

5.2 <u>No Other Rights</u>. No license, rights or title in or to any software or other intellectual property are provided hereunder, either expressly or by implication, estoppel, or otherwise, except as may be expressly provided in the Si2 Project IP Policy, available at www.si2.org.

5.3 <u>No Agency</u>. The parties hereto are independent parties, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between the parties hereto.

5.4 <u>Governing Law</u>. This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas excluding its choice of laws rules.

5.5 <u>Complete Agreement</u>. This agreement and its Attachments constitutes the complete and exclusive statement of the Agreement between the parties, and supersedes all previous proposals, oral or written, and all other communications or understanding between the parties relating to the subject matter of this Agreement, specifically the OS Membership. Each party acknowledges that it has not relied upon any representation or statement not contained herein. This agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by Member and Si2 hereto.

5.6 <u>No Warranties/Representations</u>. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A RAND LICENSE, RECIPROCAL LICENSE OR OTHER WRITTEN AGREEMENT BETWEEN TWO MEMBERS: ALL CONTRIBUTIONS, INFORMATION, SERVICES AND GOODS PROVIDED BY BOTH PARTIES HEREUNDER ARE "AS IS" WIHTOUT WARRANTY OR REPRESENTATION OF ANY KIND. NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED. EACH PARTY DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE LICENSES, PROGRAM OR DOCUMENTATION INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. BOTH PARTIES ACKNOWLEDGE THAT NEITHER PARTY WARRANTS THE SUCCESSFUL COMPLETION OF OS CONTEMPLATED HEREIN.

5.7 <u>Limitation of Liability</u>. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR GOODS, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. EACH PARTY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO AND NOT EXCEED ANNUAL DUES PAID BY MEMBER REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

5.8 <u>Notification of Changes to the Agreement</u>. Proposed changes to the Agreement and its attachments will be sent to the Representative of record for each member. For any proposed changes Member must return a written instrument, signed by both parties, indicating its acceptance of such change, or its decision to withdraw from OS. If Member does not return said instrument within ninety (90) days, Member shall be assumed to have terminated its membership.

5.9 <u>Export Compliance</u>. The Member acknowledges that export and/or re-export from the United States of technical data, computer software, laboratory prototypes and other commodities directly relating to the Project contemplated by this agreement ("Controlled Commodities") may be subject to the export control laws and regulation of the United States (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979 revised in 1985), and that such laws and regulations could

preclude or delay export of such Controlled Commodities. Si2 obligations hereunder are contingent on compliance with such applicable laws and regulations. Neither party will directly or indirectly export across any national boundary, or communicate or transfer to any third party, any Controlled Commodities without first obtaining any and all licenses that may be required from a cognizant agency of the United States government, and/or any and all written assurances from the Member that it will not re-export or transfer such Controlled Commodities to certain foreign countries or third parties without prior approval of the cognizant government agency. While Si2 agrees to cooperate in securing any license that the cognizant agency deems necessary in connection with the export, re-export, transfer or communication of any Controlled Commodities, Si2 cannot guarantee that such licenses will be granted.

Silicon Integration Initiative, Inc.   Company_____

Signature _____   Signature_____

John Ellis   Printed Name_____

President & CEO   Title_____

Date_____   Date_____

Attachment A

OpenStandards Glossary

1. **"Adopter Agreement"** means an agreement approved by OpenStandards that, when executed by a non-Member, subjects the non-Member to obligations imposed on Members pursuant to Si2 Project IP Policy.
2. "**Affiliate**" means an entity that directly or indirectly Controls, is controlled by, or is under common Control with another entity, so long as such Control exists. ("Control" means beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity, or the direct or indirect right to manage the business affairs of an entity.)
3. **"Agreement"** means the OpenStandards Membership Agreement, including its Attachments.
4. **"Call for Patents"** means a solicitation by Si2 for disclosures by OpenStandards Members of Necessary Patent Claims with respect to a Specification that is issued in accordance with Section II.D.2 of Si2 Project IP Policy and that initiates an Exclusion Period.
5. **"Coalition"** means any pre-existing Coalition or pre-existing Technical Advisory Board.
6. **"Collaborating Group"** means any Si2 collaborative group including Special Interest Groups, Working Groups, Coalitions, Committees, Sub-Committees, or Technology Steering Groups.
7. **"Conformance Implementation"** means a commercially reasonable implementation of a Specification directed to purposes within the Collaborating Group Scope; provided, however, that if a Conformance Test exists for such Specification, then a Conformance Implementation of such Specification shall include an implementation that passes such Conformance Test.
8. **"Conformance Test"** means one or more computer programs created and/or authorized by Collaborating Group for use in determining whether software programs are compatible with, and indicate whether Collaborating Group's licensees have correctly implemented, a Specification. A "Collaborating Group's Conformance Test" means a Conformance Test approved by the Collaborating Group.
9. **"Contribution"** means a written proposal submitted to an OpenStandards Collaborating Group by a Member for the purpose of consideration and adoption by the OpenStandards Collaborating Group for inclusion in a Specification. In accordance with Section II.A.2 of Si2 Project IP Policy, a continuing obligation to update its disclosure within sixty (60) days of those knows Necessary Patent Claims it has previously disclosed.
10. **"Designated Representative"** means the individual selected by the Member to represent the Member's interests in OpenStandards activities.

11. **"Designated Representative Alternate"** means the individual selected by the Member who may act on behalf of the Designated Representative to represent the Member's interests in OpenStandards activities.
12. **"Exclusion Certificate"** means a writing delivered to the Secretary of Si2 that certifies that a Member will not grant a RAND License with respect to specific Necessary Patent Claims and sets forth the information identified in Section II.C of Si2 Project IP Policy. However, a Member cannot submit an Exclusion Certificate covering Necessary Patent Claims to the extent such claims are required by a Contribution made by that Member. Pre-emptive Exclusion Certificates (as defined in Section lll.C.2 of Si2 Project IP Policy) constitute Exclusion Certificates. A Member shall have a continuing obligation to update the status of any Necessary Patent Claims within sixty (60) days which such Member has excluded pursuant to an Exclusion Certificate.
13. **"Exclusion Period"** means the sixty (60) day period from the date of a Call for Patents describing a draft of a Specification and explicitly initiating an Exclusion Period.
14. **"Final Draft"** means a final draft of a Specification for approval by a super majority (two-thirds) of the Members.
15. **"First Draft"** means a working group's selection of a proposal or proposals as the basis for a Specification.
16. **" Have Made**" means to engage a third party to make for one's benefit based on product specifications or detailed designs created by the engaging party (either solely or jointly with one or more third parties).
17. **"Licensee"** means a Member who is granted a RAND License.
18. **"Licensor"** means a Member who grants a RAND License to any Licensee that grants a Reciprocal License to the Member.
19. **"Member"** means any entity that has executed the Agreement (item #3 in this Glossary) with Si2, provided that the Agreement remains in full force and effect, including Affiliates of such entity. For the avoidance of doubt, Si2 is not a Member.
20. **"Membership Agreement"** means the OpenStandards Membership Agreement.
21. **"Necessary Patent Claims"** means claims of a patent or a pending patent application, other than design patents and design registrations, issued or filed in any country which a Member or an Affiliate of a Member has the right, at any time during the term of the Agreement, to grant licenses and which (if issued) would be infringed by Conformance Implementations directed to purposes within the Scope, but not including or extending to claims that (a) if licensed, would require a payment of royalties or other consideration by the Member or an Affiliate of the Member to an unaffiliated third party or (b) would not (if issued) be infringed by Conformance Implementations directed to purposes within the Scope if the applicable Specification did not incorporate by reference into such Specification published specification(s) developed outside of the OpenStandards Collaborating Group. Necessary Patent Claims do not include any claims other than those set forth above, even if contained in the same patent as Necessary Patent Claims. For purposes of this Agreement, provisional patents and other such applications will be deemed to be pending patent applications.

22. **"Notice of Exclusion Period"** means a notice clearly and conspicuously titled and clearly indicating the specific dates on which an Exclusion Period commences and terminates in accordance with the Bylaws.
23. **"Notice of Voluntary Termination"** means a written communication to the President of Si2 delivered via email, fax, or hard copy.
24. **"Project Technical Advisory Board (PTAB)"** means a Project Technical Advisory Board with a purpose to exercise individual project control and accountability as described in Section 5.5 of the Si2 Bylaws.
25. **"Reasonable and Non-Discriminatory (RAND) License"** means a royalty-bearing or royalty-free license on nonexclusive, worldwide, reasonable and non-discriminatory terms, under any Necessary Patent Claims (including pending published applications upon issuance of a patent thereon) licensable by Licensor at the time of execution (or hereafter acquired), that read on a Specification, to make, Have Made, use, import, offer to sell and sell Conformance Implementations for purposes within the Scope, providing the Licensee grants a Reciprocal License to the Licensor.
26. **"RAND License Certificate" or "Reciprocal License Certificate"** means a certificate signed by an authorized officer of Member's organization certifying a Member's willingness to grant a RAND License or a Reciprocal License, as the case may be.
27. **"Reciprocal License"** means a nonexclusive, worldwide license with reasonable terms and conditions under any Necessary Patent Claims (including pending applications upon issuance of a patent thereon) licensable by Licensee at the time of execution (or hereafter acquired) that read on a Specification to make, Have Made, use, import, offer to sell and sell Conformance Implementations for purposes within the Scope.
28. **"Representative"** means an employee designated by an OpenStandards Member to represent the OpenStandards Member with respect to an OpenStandards Collaborating Group or with respect to OpenStandards activities generally.
29. **"Scope"** means the intended field of use for Si2 standards-setting purposes, as defined by the Working Group in the OpenStandards Working Group Membership Agreement ("Purpose").
30. **"Source Code"** means electronic computer instructions written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code (binary) for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Program(s) in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the electronic computer instructions without undue experimentation. Notwithstanding the foregoing, portions of comments, programmer notes and similar non-executable information copied from Source Code and used **in** the development of a non-executable Specification shall be deemed not to constitute Source Code if embedded by Si2 and/or Members of the OpenStandards Collaborating Group **in** the course of the

Collaborating Group's development of such Specification; <u>provided that</u> such portions of comments, programmer notes and similar non-executable information shall be deemed to constitute Source Code for the purposes of Section III(B)(4)(b) of Si2 Project IP Policy.

31. **"Specification"** means one or more of the written descriptions covering standards and supporting technology within the defined Collaborating Group Scope, as created, approved and released by the Collaborating Group, and any updates or revisions approved for adoption and release by the Collaborating Group.

32. **"Valid Licensee"** means a person or entity to which Si2 grants a copyright license to a Specification that has been approved by OpenStandards. For the avoidance of doubt, each Member of the Collaborating Group that produced the Specification is hereby deemed a worldwide Valid Licensee and, subject to the terms of the applicable license agreement between such Collaborating Group Member and Si2, may exercise such rights perpetually and irrevocably.