

**SILICON INTEGRATION INITIATIVE, INC.
OPENACCESS COALITION 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 _____, _____.

RECITALS

Whereas, the Member desires to become a member of the OpenAccess Coalition (“Project”) for the purpose of managing, leading and supporting the success of the OpenAccess API standard and its adoption in industry; and

Whereas, Si2 desires to contract with the Member to facilitate the Project; and

Whereas, the Member agrees to abide by the Si2 Bylaws, found at www.si2.org;

Therefore, Si2 and the Member, for the covenants and other consideration herein, agree as follows below and in the pages attached:

Silicon Integration Initiative, Inc.	Company: _____
Signature _____	Signature _____
Printed Name John Ellis	Printed Name _____
Title President & CEO	Title _____
Date _____	Date _____

This Agreement, including the terms and conditions beginning on Page 2 and all Si2’s Attachments and Schedules attached hereto, embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written, relating hereto. Any amendment must be in writing and signed by both parties.

TERMS AND CONDITIONS

1.0 SCOPE OF SERVICE TO BE CONDUCTED BY Si2

1.1 The following efforts have been identified as critical to successful achievement of Project objectives. During the term of this agreement (as specified in Section 8.0), Si2 will provide the following efforts solely to the extent that funding from sources already secured by Si2 and funding from OpenAccess Coalition partners is available. Should sufficient funding not be available to provide all efforts as described herein, Si2's obligation under this agreement will be to provide efforts to the extent of available funding from the sources described above. Subject to the preceding, therefore, Si2 agrees to perform the following duties:

1.2 Definitions.

- a) "Level 1 Support" shall mean determination of whether a problem reported is due to user error, or is due to an error in the API specification or Reference Implementation code, or is a new feature/behavior change. Should the problem be due to the API specification or reference database code, such support shall further include assignment and tracking of problem.
- b) "Level 2 Support" shall mean determination of the cause of a problem and recommendation of corrective action.
- c) "Level 3 Support" shall mean implementation and test of a fix for the problem by means of the approved corrective action, based on appropriate priority and resource utilization.

1.3 Si2 Services for term of this Agreement.

Si2 will provide the infrastructure for:

- a) OpenAccess Software Support, and will:
 - i) Provide Level 1 through Level 3 Support for API specification bug reports from the OpenAccess Coalition (hereinafter "OAC") and OpenAccess Community,
 - ii) Provide Level 1 Support for reference database bug reports from the OAC; at Si2 option, provide similar support for reference database bug reports from non-OAC sources,
 - iii) Manage new feature requests for the API and Reference Implementation, including forwarding of requests to OpenAccess Change Team,
 - iv) Provide Level 1 Support for interoperability issue reports from OAC; at Si2 option and subject to available funding, provide Level 2 Support for interoperability issue reports."
- b) Marketing and distribution of OpenAccess, including:
 - i) Active marketing to EDA industry vendors and to EDA customers to maximize OpenAccess adoption and OAC membership, including conducting site visits, promotion at industry events (such as DAC and periodic OpenAccess conferences), publication of white papers, articles and success stories and other public relations efforts as required,

- ii) Acceptance of OpenAccess code packages received from the OpenAccess Integrator (Cadence), including working with the Integrator on resolution of errors, as appropriate,
 - iii) Management of the licensing process, including code access and license version management.
- c) OpenAccess training and support, including:
- i) Delivery to OAC members of training materials and documentation pursuant to OpenAccess development/releases, including preparation and periodic revision of class materials,
 - ii) Delivery of OpenAccess in-person training at cost, as requested and agreed to,
- d) OpenAccess Coalition (OAC), Change Team, Development Work Group and other support, including:
- i) Provide direction, planning, and minutes for the OAC including: facilitation of monthly status calls and quarterly meetings (including, where applicable, use of Virtual Networking Computing (VNC) conference facility); management and maintenance of (1) www site(s), (2) an OpenAccess Issue Tracking System (ITS), and (3) an OpenAccess mail archive; contract management, including legal and financial support services; promotion of OpenAccess initiative at industry events (such as the Design Automation Conference and periodic OpenAccess conferences) workshops and press releases,
 - ii) Provide technical support to the OpenAccess Change Team to assure adherence to approved process, including facilitation of weekly calls, management and maintenance of Change Team www site, conducting periodic surveys and studies,
 - iii) Provide direction, technical support and chairmanship (where required) to OpenAccess Development Work Groups, including tracking and reporting DWG progress. Such support shall include management and maintenance of a www site, facilitation of conference call meetings, email coordination and other support as reasonably required by the DWGs,
 - iv) Develop and acquire example application source code, application notes to support Working Group activities,
 - v) Develop and publish an API specification in conformance with the style guide of other international standards organizations. Coordinate OpenAccess efforts with activities of other standards organizations as needed and requested.
 - vi) Apply best efforts to promote the use of OpenAccess technology to major universities and associated consortia.

2.0 SERVICE DELIVERABLES FROM Si2 TO THE MEMBER

With respect to service deliverables to be provided during the term of this Agreement, Si2 will provide those deliverables solely to the extent that funding previously secured by Si2 together with funding from OpenAccess Coalition partners is available. Should sufficient funding not be available to provide all efforts described in Section 1 of this Agreement, Si2's obligation under this Agreement will be to provide service deliverables to the extent of available funding. Subject to the preceding, therefore, Si2 agrees to provide the following through the term (as specified in Section 8.0) of this Agreement:

- a) Quarterly Project status to the Si2 Board of Directors including financial accounting;
- b) Monthly OAC meetings, or as required;
- c) Project plan and Project processes documents;
- d) Issue reporting, tracking and resolution for OpenAccess specification and reference database;
- e) Maintenance, publication and distribution of the OpenAccess API specification, the OpenAccess Reference Implementation software, and other collateral;
- f) Collateral for Project, including white papers, flyers, article reprints, and presentations, as required;
- g) Training and development materials.

3.0 REQUIREMENTS FROM THE MEMBER

The Member shall provide Si2 the following in performance of this Agreement:

- a) The Member is responsible to participate in OpenAccess Coalition and its designated Development Work Groups, including assignment of technical staff to participate in the development and review of the subject standards as specified in the OpenAccess Coalition Membership Requirements as attached in Appendix A to this agreement.
- b) The Member is responsible to assign engineering and financial resources to the areas specified within the OpenAccess Coalition Membership Requirements attached as Appendix A to this agreement.

4.0 PROJECT MANAGEMENT

- 4.1 The OpenAccess Coalition is designated an Si2 Project Technical Advisory Board (PTAB) as defined within the Si2 Bylaws. It shall have the authority to make strategic decisions on the Project, technical scope, and other matters based on the decision of a majority of the Project participants. Composition of the OpenAccess Coalition

membership as well as membership of the Change Team shall be pursuant to the OpenAccess Membership Requirements as attached in Appendix A to this Agreement.

- 4.2 Si2 shall have the sole authority to make decisions regarding the administrative management of the Project.

5.0 CONFIDENTIALITY

- 5.1 “Confidential Information” means (i) either party’s proprietary information, technical data, and trade secrets, including but not limited to product plans, products, services, customers, customer lists, marketing plans and strategies, finances, business opportunities, personnel, research, development, know-how and other technical or business information; and (ii) any information designated by the disclosing party as confidential or proprietary in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in writing within thirty (30) days of disclosure. Each party will protect the other party’s Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information and in no event less than reasonable care. Each party shall maintain confidentiality of the Confidential Information and Confidential Information may only be disclosed to employees and subcontractors of the receiving party under obligation of confidentiality with a need to know directly related to performance under this Agreement. Neither party will disclose to third parties the other party’s Confidential Information without the prior written consent of the other party.
- 5.2 The obligations of confidentiality imposed by this section shall not apply to any information which:
- a) is rightfully received by the receiving party from a third party without accompanying markings or disclosure restrictions;
 - b) is independently developed by the receiving party without use of confidential information;
 - c) is or becomes publicly available through no wrongful act of the receiving party;
 - d) is already known by the receiving party without an obligation of confidentiality;
 - e) is approved for release in writing by an authorized representative of the disclosing party.
- 5.3 The period for which the receiving party shall be obligated to protect the confidentiality of information disclosed under this section shall commence on the date the information is received by the receiving party and end three years thereafter.

6.0 PROJECT FEES

- 6.1 In consideration of the participation in the Project and services provided by Si2 under the terms of this Agreement, the Member shall pay Si2 an amount not to exceed US\$ _____ for the stated term (as specified in Section 8.0). The fee shall be paid in United States dollars within 30 days of the date specified in the invoice for this Agreement; such invoice shall be rendered upon execution of this Agreement. Except as described in Section 8.4, all fees shall be non-refundable. The 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.
- 6.2 The Member agrees to comply with Si2's Antitrust Guidelines (Appendix B) at the time this Agreement is signed and throughout the term of this Agreement.
- 6.3 Should Si2 determine, due to additional requirements, changes in project scope by the Member or for any other reason, that the Project costs may exceed the amount set forth in Section 6.1 and additional project fees are required, Si2 will notify the Member within 30 days of Si2 becoming aware of the anticipated excess costs and additional project fees. Si2 shall make a reasonable effort to keep its costs within the limits set forth in Section 6.1.

7.0 DEPENDENCY ON THIRD PARTIES

The Member acknowledges that the level of commitment of other parties is beyond the direct control of Si2 and therefore cannot be considered a performance requirement under this Agreement.

8.0 TERM AND TERMINATION

- 8.1 The term of this Agreement shall begin on:

mm/dd/yyyy

and end on:

mm/dd/yyyy

- 8.2 This Agreement may be terminated upon sixty (60) days written notice, confirmed in writing by each Project participant, by a majority vote by the OpenAccess Coalition Board (OACB) to terminate the Project.
- 8.3 Si2 may terminate this Agreement upon sixty (60) days written notice to the Member but only to the extent that Si2 is terminating other members as well.
- 8.4 In the event of Si2's termination pursuant to Section 8.3, no further funds shall be due

to Si2 and Si2 shall refund the pro-rated portion of the fees paid for the project quarters after which the termination is effective, less the Member's share of project costs committed by Si2 that exceed such quarterly portion of project fees.

- 8.5 The Member may terminate this Agreement upon sixty (60) days written notice to Si2. In this event, the Member understands that no Project fees will be returned by Si2.
- 8.6 Either party may terminate this Agreement immediately should the other party take any action in derogation of such other party's rights to the Confidential Information disclosed hereunder.
- 8.7 Within thirty (30) days after termination of this Agreement, any Confidential Information provided to the participant company or Si2 by the other party in connection with this Agreement, along with any backup copy thereof made, shall be returned to the disclosing party through a common carrier, F.O.B. participant Company's place of business, or upon the written request of the disclosing party the receiving party shall destroy all confidential information covered by this Agreement, including any copies made thereof, and shall furnish to the disclosing party a certificate of compliance with this provision signed by an authorized representative of participant Company. In any event, the receiving party shall erase or otherwise delete all copies of confidential information that are resident on any equipment of the receiving party.

9.0 DISCLAIMER OF WARRANTY

GIVEN THE RESEARCH AND EXPERIMENTAL NATURE OF THE INFORMATION, SERVICES AND GOODS INVOLVED IN THIS AGREEMENT, ALL INFORMATION, SERVICES AND GOODS PROVIDED BY BOTH PARTIES HEREUNDER ARE "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AND 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 THE PROJECT CONTEMPLATED HEREIN.

10.0 LIMITATION OF LIABILITY

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 SPECIAL, CONSEQUENTIAL 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 \$65,000 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

11.0 INTELLECTUAL PROPERTY

- 11.1 All inventions or works of authorship, whether or not patentable or subject to copyright, trademark or other proprietary right protection, conceived or created by Si2, whether acting alone or with employees or other contractors or consultants of the Member or other Project participants, during the term of this Agreement, directly relating to the standards to be developed by Si2 hereunder (collectively, the “Intellectual Property”), shall be exclusively owned by Si2, but the Member shall have a worldwide perpetual, royalty-free right to use such developments for any and all purposes, subject to the terms of confidentiality set forth herein.
- 11.2 Except as expressly identified in this Agreement, no license, title or ownership of any intellectual property is transferred by any party to any other party.

12.0 MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, including all Attachments, which are hereby incorporated by reference, constitutes and expresses the entire agreement and understanding between the parties and supersedes all previous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof.
- 12.2 **Amendment.** This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived, in whole or part, except by a written instrument signed by both parties, or in the case of a waiver, signed by the party waiving any right under this Agreement.
- 12.3 **Notice.** All notices required or authorized under this Agreement shall be given in writing. All notices shall be effective upon delivery if delivered in person or upon mailing if mailed at a U.S. Post Office, first class mail, postage prepaid, addressed or delivered to participant Company at the address listed on page one or to: Silicon Integration Initiative, Inc., 9111 Jollyville Road, Suite 250, Austin, Texas 78759, or at such other address that either party provides by advance written notice to the other party.
- 12.4 **Waiver.** No term of this Agreement shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
- 12.5 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provision will remain in full force and effect.
- 12.6 **Assignment.** Si2 may assign any of its duties as defined herein to third parties. No such assignment shall relieve Si2 of its obligations under this Agreement. This

Agreement and the rights and duties under it may not be sublicensed, assigned or otherwise transferred by participant Company without the prior written consent of Si2.

- 12.7 **Controlling Law.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the state of Texas, USA.
- 12.8 **Force Majeure.** If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.
- 12.9 **Independence of Parties.** Nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties or making Si2 or the participating members agents or employees of the other. In all of each parties' actions in performance of this Agreement, Si2 and the Member shall be considered as independent contractors, shall conduct their own business at their own cost and expense and shall have no authority to make any representation or warranty on behalf of the other party.
- 12.10 **Headings and Provisions.** The headings of the sections of this Agreement are for reference only and do not control the interpretation of any term or condition of this Agreement.
- 12.11 **Publicity.** The specific provisions of this Agreement are confidential and may not be disclosed to any third party without the prior written consent of the other party.
- 12.12 **Informal Dispute Resolution.** If any dispute arises from or relates to this Agreement, authorized representatives of Si2 and the Member shall meet no later than ten working days after receipt of notice by either party of request for dispute resolution and shall enter into good faith negotiations aimed at resolving the dispute. If the representatives are unable to resolve the dispute in a mutually satisfactory manner within the next five working days, the dispute shall be escalated to top management level and each party shall designate a top management executive to meet in an attempt to resolve the dispute for a period of 30 days prior to either party's instituting legal proceedings.
- 12.13 **Compliance with Laws.** Each party shall comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency which apply to or result from the party's obligations under this Agreement. Each party shall indemnify and hold the other party harmless from any and all liabilities, damages, settlements, including punitive and exemplary damages, connected with or arising out of any activity of the indemnifying party which are prohibited by law.
- 12.14 **Export Compliance.** 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.

Appendix A - OpenAccess Membership Requirements

Definitions

"G2 Source Code" shall refer to OpenAccess version 2 source code released by Cadence.

"G2 API Specification" shall refer to the API for OpenAccess Version 2.

Coalition Membership Requirements

The OpenAccess Coalition will promote interoperability of EDA application on a standard API in order to enable greater consumer choice of EDA applications. Coalition membership is on a Company or organization (i.e. it is possible for a bona fide industry organization such as a not-for-profit industry consortium or university to become a member) basis. Although many employees of a Company or organization may participate in Coalition activity, no more than one vote per member (Company or bona fide industry organization) is allowed on any decision.

Any Company or bona fide industry organization may become a member of the Coalition. However in order to do so, that Company or organization first commit in writing to be an active member of the Coalition by assignment of resources (engineering and financial) to each of the following three (3) areas:

1. At least one (1) of the following:
 - a. Develop, port, support, or use for commercial electronics design, a production-level EDA application(s) that relies on the OpenAccess API as the primary access to design data.
 - b. Develop, port, support, or use for commercial electronics design, a production-level database (including the OpenAccess Reference Database) that supports the OpenAccess API.
 - c. [Bona fide organizations only] Organize, coordinate and actively participate in development or research that leads to: significant enhancement to the OpenAccess standard or Reference Database; or, its adoption and use in areas of the IC supply-chain beyond that of chip design.

Coalition members are not restricted from developing, using or marketing any alternative to the OpenAccess API.

2. Active participation within the Coalition on matters concerning its operations and promotion of its goals to include: voting on decisions by the Coalition, participating in events or other efforts that promote OpenAccess adoption, assigning personnel to relevant Development Work Groups, and (where permitted) submit reference designs to Si2 that aid in regression testing.
3. Execute and abide by the OpenAccess Coalition Member Agreement terms, including the joint funding in equal shares for development and facilitation of the OpenAccess Program proposed from among and approved by 75% of voting Coalition members.

Change Team Requirements

The Change Team is the 12-member body that determines changes to the G2 API Specification and the associated G2 Source Code. The purpose of the Eligibility Requirements is to ensure that only those OpenAccess Community organizations with a demonstrable vested interest in the future of the OpenAccess are permitted to make decisions regarding any changes to the G2 API Specification and G2 Source Code.

Change Team membership is by majority election from among Coalition members for those candidate companies meeting the above qualifications plus the following:

1. A Change team member must be an employee of a Coalition member in good standing with significant EDA application development and/or integration experience with API based design flows.
2. A Change Team member should be able to devote the effort necessary to review and test database source code changes upon mutual agreement with the Change Team and the Integrator.

If any Change Team member can show substantial and reasonable cause that another Change Team member is not in compliance with the terms of the Coalition Participation Agreement and Change Team requirements, that member may propose that the cited Change Team member be removed from the Change Team. In such event, the Change Team shall vote on such proposal; the Change Team member will be removed from the Change Team upon an affirmative vote in accordance with the Change Team Operating Rules. Should a Change Team member be removed in such fashion without breaching its obligations to Si2, that member may seek reelection to the Change Team for future terms.

Notwithstanding the above, in the event an individual ceases to be a Change Team member for any reason, including, that their Company is found to be in violation of the license agreement, participation agreement or any other agreements relative to the participation agreement, the following will occur:

Si2 will facilitate the selection of a replacement by nomination and majority ballot among the voting members of the Coalition for the remainder of the term of the removed Change Team member. Until such time that a replacement is elected by the Coalition, the voting privileges of the removed member shall be ceded to the Change Team architects.

Appendix B - Anti Trust Guidelines

It is the corporate policy of Si2 to comply fully with the antitrust laws and for its Members and their representatives to comply fully with the antitrust laws in their Si2 activities. The following checklist is intended to provide basic antitrust guidance to all persons involved in Si2 activities. It must be kept in mind that this checklist is not a statement of the applicability of the antitrust laws to particular proposed activities or situations. Accordingly, if you have questions concerning the applicability of the antitrust laws to particular proposed activities or situations, you should contact Si2 management and/or consult with your own legal counsel.

1. There should be no discussion or exchange of information relating to any of the following:

- a. any research efforts or planned future products of the Members, including any product characteristics or proposed introduction dates, which are not publicly announced;
- b. terms or conditions of sale of the Members' independently marketed products or services, including price, discounts, distribution practices and credit;
- c. profits, margins, or costs of Members' independently marketed products or services;
- d. market shares;
- e. bids or intentions to bid;
- f. sales territories;
- g. selection, classification, rejection, or termination of customers by Members;
- h. servicing of any product, tangible or intangible;
- i. exclusive dealing arrangements; and
- j. any other competitive information deemed proprietary by individual Members.

2. Fair procedures should be followed in connection with Si2's specification setting activity, including the following:

- a. written guidelines for any requests for proposals of technology specifications (or reference implementations of technology) and a method to ensure compliance with those guidelines;
- b. no barriers to participation in the RFP process and open acceptance of submissions;

- c. objective requirements for evaluation or assessment of proposed technology;
- d. evaluations based upon technical merit and conducted by engineers or experts in the area evaluated and by disinterested Members who do not have a proprietary stake in the outcome;
- e. participation by a broad cross-section of Members having relevant expertise, skills or knowledge in the industry on committees that make recommendations to the group; and
- f. balanced representation of Members during the voting for a specification.

3. The specifications adopted should be open and not proprietary, and no product should be endorsed. To that end, adopted specifications should be function-based and allow individual variation, consistent with Si2's goal of promoting interoperability.

4. Si2 should not exercise control over a Member's independent business activities, including that Member's choice or decision to comply with endorsed specifications. Compliance with specifications should be voluntary rather than mandatory, and Membership should not be conditioned on a Member's use or adoption of a specification.

5. Membership in Si2 should be available to all interested parties, and no Member should be terminated except for good cause related to Si2's goals and objectives.

6. Si2 should avoid activity that forecloses business opportunities of non-Members or stifles innovation by the Members. Specifications and related material should be made publicly available to Members and non-Members alike, and each Member Company should remain free to use the adopted specifications as it sees fit to compete with other Member and non-Member companies in creating products.

7. Immediately refer all inquiries or requests for information, written or oral, from government regulators or any legal representative, to Si2 Management and/or your own legal counsel.

Please do not consider the above guideline as a complete recitation of the law. They are merely guidelines. If any situation appears unfair, anti-competitive or contrary to the spirit of the guidelines, you should bring this to the attention of the Si2 Management and/or your own legal counsel.