

COMPACT MODEL COALITION MEMBERSHIP AGREEMENT - Version 1.0

This MEMBERSHIP AGREEMENT (“Agreement”) is entered on:

Date: ____/____/____ (month/day/year), between

a corporation, having a place of business at

_____ (“Member”)

and Silicon Integration Initiative, Inc. (“Si2”),

having a place of business at

9111 Jollyville Road, Suite 250, Austin, Texas 78759.

1.0. Purpose and Scope of Membership Agreement. Si2 has established the Compact Model Coalition (“Coalition”). Whereas Member is a current, paid-up corporate member of Si2 in good standing; and hereby agrees to become a member of the Coalition, and agrees to conform to all of the applicable terms and conditions set forth in this Agreement.

2.0. Member Responsibilities. Member shall make commercially reasonable efforts to participate in the Coalition, including assignment of technical staff to participate in development, review and ballot of subject standards. For all Coalition related activities, Member agrees to comply with the Operating Rules (Attachment B) established by, and for, the Coalition; which may be amended from time to time by two-thirds super majority vote of the current Coalition Members.

3.0. Term and Termination of Membership.

3.1. Term of Membership in the Coalition. Member’s membership in the Coalition may, at Member’s discretion, continue for as long as the Coalition remains active, unless terminated pursuant to the sections below. During said term Member shall maintain a corporate membership at Si2 in good standing.

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

3.3. Non-Voluntary Termination of Membership in the Coalition. In the event of a material default or breach of this Agreement by Member, if Member does not cure such default or breach within thirty (30) days after its receipt of written notice thereof from Si2, Member’s membership in the Coalition may be terminated at any time thereafter by Si2. Si2 may terminate this Agreement upon sixty (60) days written notice to Member, but only to the extent that Si2 is terminating all other members in the Coalition.

3.4. Voluntary Termination of Membership. Member may resign from the Coalition and terminate its membership in the Coalition at any time by providing written notice thereof to Si2. Such resignation and termination is effective on the date such notice is received by Si2.

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3.5. Obligations on Termination. After Member's membership in the Coalition has terminated, Member shall have no further 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 the Coalition, shall survive such Member's departure from the Coalition.

4.0. Costs, Expenses and Resources.

4.1. Costs and Expenses. Member will be responsible only for its own costs and expenses incurred in matters and activities arising out of this Agreement.

4.2. Dues. Member shall pay annual dues within 30 days of the date of the invoice; such invoice shall be rendered upon execution of this Agreement for the current year and annually on April 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.

5.0. General.

5.1. Assignment. 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. No Other Rights. 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 Coalition IP Policy (Attachment C).

5.3. No Agency. 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. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas.

5.5. Complete Agreement. 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. 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. No Warranties/Representations. 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" WITHOUT 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 THE COALITION CONTEMPLATED HEREIN.

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5.7 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 AMOUNT EQUAL TO ONE YEAR MEMBERSHIP FEE 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 Notification of Changes to the Agreement. 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 the Coalition. If Member does not return said instrument within 90 days, Member shall be assumed to have terminated its membership.

5.9. Export Controls. 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 _____

Printed Name John Ellis

Printed Name _____

Title President & CEO

Title _____

Date _____

Date _____

Attachment A - Glossary

1. **“Adopter Agreement”** means an agreement approved by the Project that, when executed by a non-Member, subjects the non-Member to obligations similar to the obligations imposed on Members pursuant to Attachment C.
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 Project Membership Agreement, including its Attachments.
4. **“Call for Patents”** means a solicitation by Si2 for disclosures by Project Members of Necessary Patent Claims with respect to a Specification that is issued in accordance with Section II.D.2 of Attachment C and that initiates an Exclusion Period.
5. **“Conformance Implementation”** means a commercially reasonable implementation of a Specification directed to purposes within the Scope; provided, however, that if a Project Conformance Test exists for such Specification, then a Conformance Implementation of such Specification shall include an implementation that passes such Project Conformance Test.
6. **“Conformance Test”** means one or more computer programs created and/or authorized by Project for use in determining whether software programs are Project compatible, and to indicate whether Project’s licensees have correctly implemented a Specification. A “Project Conformance Test” means a Conformance Test approved by Project.
7. **“Contribution”** means a written proposal submitted to a Project working group by a Member for the purpose of consideration and adoption by Project working group for inclusion in a Specification. In accordance with Section II.A.2 of Attachment C, Project IP Policy, such member has a continuing obligation to update its disclosure within sixty (60) days of those known Necessary Patent Claims it has previously disclosed.
8. **“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 Attachment C. 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 III.C.2 of Attachment C) 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.
9. **“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.
10. **“Final Draft”** means a final draft of a Specification for approval by a super majority (two-thirds) of the Members.
11. **“First Draft”** means a working group's selection of a proposal or proposals as the basis for a Specification.
12. **“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).
13. **“Licensee”** means a Member who is granted a RAND License.
14. **“Licensor”** means a Member who grants a RAND License to any Licensee that grants a Reciprocal License to the Member.

Attachment A - Glossary

- 15. “Member”** means any entity that has executed the Agreement (item #2 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.
- 16. “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 Project. 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.
- 17. “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 Attachment C IP Policy.
- 18. “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.
- 19. “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.
- 20. “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.
- 21. “Representative”** means an employee designated by a Project Member to represent the Project Member with respect to a Project working group or with respect to Project activities generally.
- 22. “Scope”** means the intended field of use for Si2 standards-setting purposes, as defined by the Project in Attachment B, Section 1 (“Purpose”).
- 23. “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 Project in the course of the Project’s development of such Specification; provided that such

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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 Attachment C.

24. “Specification” means one or more of the written descriptions covering standards and supporting technology within the defined Project Scope, as created, approved and released by Project, and any updates or revisions approved for adoption and release by Project.

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

Attachment B - Coalition Operating Rules

1. Purpose of Coalition The Compact Model Coalition (“Coalition”) is an Si2 Program Technical Advisory Board (PTAB) chartered by the Si2 Board of Directors to produce open industry standards for the development of SPICE-class compact model formulations, languages, and interfaces.

The goals of this Coalition are to:

- Develop international, nonexclusive, standardized compact models with reference source code implementations, enabling improved efficiency and better communication across the industry;
- Reduce design development cycles for leading-edge process technology nodes;
- Enable faster and more efficient testing of compact models;
- Improve interoperability of compact models, languages, and interfaces;
- Provide resources for monitoring and mentoring of model developers.

2. Coalition Membership Classes

2.1. The Coalition shall consist of two classes of Members:

Voting Member: Any company or bona fide industry organization may become a voting member of the Coalition. Voting Members are Eligible to vote in all coalition level decisions.

Non-Voting Member: Si2 may choose, with the concurrence of the Voting Members of the Coalition, to admit non-voting members from universities and other not-for-profit organizations. These members may attend Coalition meetings by invitation of the Coalition chair. Non-Voting Members shall not vote on matters of the Coalition or any Working Group thereof.

2.2. Si2 shall maintain a list of all Members, the class in which they belong, and the primary contact for each Member.

3. Coalition Membership Requirements

- 3.1. Execute and abide by the Coalition Membership Agreement terms.
- 3.2. Actively participate on matters concerning Coalition operations and promotion of its goals including: voting on decisions by the Coalition; participation in events or other efforts that promote Coalition standards adoption; and, assigning personnel to relevant Working Groups.
- 3.3. Facilitation of technical activity specified by Coalition including interface specifications, model formats and algorithms specified by the Coalition Working Groups.
- 3.4. Actively participate in Coalition activities in developing the necessary interfaces that need to be standardized as well as the necessary components that need to be developed or upgraded to satisfy the requirements of compact models and serve, if needed, as part of a reference implementation.

4. Coalition Operating Rules

- 4.1. The Coalition, Working Groups and Members are bound by the Si2 Bylaws, Si2 Antitrust Guidelines, and the Operating Rules within this document.
- 4.2. Pursuant to section 2.2 of the Si2 Bylaws, only Members may participate in Coalition or Working Group meetings.
- 4.3. Members of the Coalition or of any group thereof may participate in a meeting by means of conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting.
- 4.4. When a member holding voting status has gone unrepresented for two consecutive meetings, fails to return two consecutive ballots, or combination thereof, voting privileges are

Attachment B - Coalition Operating Rules

automatically revoked. On a case-by-case basis, the Chair may excuse a failure to attend, for cause, and notify Si2. Reinstatement of voting privileges requires a resumption of active participation by the member, and occurs upon attendance at the 2nd consecutive meeting. The Coalition Chair, with the assistance of Si2 staff, shall enforce the rules governing maintenance of voting status.

- 4.5. One half of the Eligible Voting Members, present in person or represented by proxy, shall constitute a quorum at all meetings for the transaction of business.
- 4.6. The coalition may establish Working Groups with limited participation provided admission is administered in an open and fair fashion that has been approved by the Coalition
- 4.7. Pursuant to section 3.9 of the Si2 Bylaws, no more than one vote per Member is allowed on any decision.
- 4.8. The Coalition shall follow voting rules specified in the Si2 by-laws. Votes may be made during attendance at the voting event, by electronic mail, by telephone, or through delegated proxy by a Coalition Member.
- 4.9. Pursuant to section 3.8 of the Si2 Bylaws, the vote of a majority of Voting Members shall decide any question brought before the meeting unless specified otherwise
- 4.10. Matters introduced for consideration by the Coalition or a Working Group shall be voted on within 90 days of the matter introduction provided that the group members have not extended the discussion period by formal vote.
- 4.11. The Coalition shall elect a chairperson and vice-chair from the Coalition Membership on a bi-annual basis. The coalition may also elect a treasurer and secretary. The responsibility of the chairperson includes (but may not be limited to) conducting periodic meetings and conference calls for the Coalition and to assure that accurate minutes are recorded. The chairperson may delegate any portion of this responsibility to the other officers or Si2.
- 4.12. Minutes from all Coalition votes, meetings and teleconferences shall be recorded and archived in a place accessible to all Coalition Members regardless of whether or not they participated in the voting or were in attendance at the meeting or teleconference.
- 4.13. The Coalition Members may dictate the frequency and place of Coalition meetings and status calls. It is recommended, however, that the frequency of regular status conference calls be no more than one per month and no less than one per quarter. It is further recommended that the frequency of face-to-face meetings of the Coalition be no more than one per quarter and no less than two per year.
- 4.14. The agenda, time, place, and conference number for Coalition meetings shall be distributed to Coalition Members at least one week in advance of the meeting or teleconference.
- 4.15. Only the Coalition and the Technical Steering Group (“TSG” as defined below in Appendix A) have the authority to initiate Working Groups to perform studies, analysis, design and development for the Coalition.
- 4.16. The Working Groups shall develop requirements, review candidate technologies or services, propose resolution of issues and develop proposal for standards, specifications and guidelines.
- 4.17. The members of the Working Groups may elect, from their membership, by simple majority vote, both a chair and vice-chair on an annual basis, at their discretion. The Coalition Chair may also select Working Group chair and vice-chair at his/her discretion.

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- 4.18. The Working Group shall maintain a Membership list. Upon request by a Member, that Member shall be added to the membership list. Only Voting Members in the membership list are Eligible to vote within that Working Group.
- 4.19. Publication of results of Working Groups is generally restricted for access only by Coalition Members, but may become open and available to Si2 members at large, at the discretion of the Coalition; however, only Coalition Working Group members will have voting rights on proposed standards or revisions to current standards to be carried up to the Coalition.
- 4.20. Pursuant to section 5.8 of the Si2 Bylaws, any proposal for standards, specifications and guidelines adopted by a two-thirds majority vote of the Eligible voting Membership of a Working Group shall be submitted to the Coalition for approval to publish.
- 4.21. The contribution of Intellectual Property owned by Members to the Coalition is controlled by the IP policy.
- 4.22. Any public announcements regarding the Coalition that use Coalition Member names are subject to approval by Coalition Members and Si2 prior to release.

5. Modifications/Amendments to the Coalition Rules

- 5.1. These Rules may be altered or amended by the Coalition, with a two-thirds majority affirmative vote of all Coalition Voting Members.
- 5.2. Proposals for alteration or amendment, along with the scheduled date for ballot, shall be provided to the primary contact within the Member for review at least 30 days prior the ballot date.

6. Si2 Responsibility

- 6.1. Si2 shall be responsible to ensure that matters of the Coalition and its Working Groups operate in accordance with this operating policy and its Bylaws. Therefore, Si2 shall have the right to have its members of its staff in attendance at any or all Coalition and Working group meetings and teleconferences.
- 6.2. Si2 shall provide necessary requested administrative support to the Coalition chairperson including minutes taking, and setting agendas and/or conducting Coalition meetings
- 6.3. Si2 shall maintain the Project Plan and Project Operations documents.
- 6.4. Si2 shall provide Project status and financial accounting to the Coalition on a frequency not less than once-per-quarter.
- 6.5. Si2 will coordinate and take responsibility for all logistics (rooms, conference lines, media support, etc.) for any Coalition or Working Group meeting at request of the chairperson of the Coalition or Working Group.
- 6.6. Si2 shall provide document archive for minutes, specifications, emails, and other documents relating to the Coalition and its Working Groups.
- 6.7. Si2 shall provide facilities for issue reporting, tracking and resolution as it relates to the Coalition business and deliverables.
- 6.8. Si2 shall provide and maintain necessary infrastructure to facilitate the Coalition and its Working Groups, including: electronic voting, public and secure web sites; virtual network conferencing support; document archive search and retrieval; and, email reflectors.
- 6.9. Si2 shall provide maintenance, publication, licensing and distribution of the approved Coalition results.

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- 6.10. Si2 shall provide collateral for purposes of promoting the Coalition and its resulting technology, including: white papers; flyers; article reprints; and, presentations, as it deems necessary or as requested by the Coalition.
- 6.11. Si2 shall coordinate marketing and trade show participation on behalf of the Coalition.
- 6.12. Si2 shall perform membership sales and administration for the Coalition.
- 6.13. Si2 may develop prototypes, tool kits and education/training materials to aid the adoption of approved Coalition technology but only to the extent that Coalition funds allow.
- 6.14. Si2 may release announcements to the press on its own accord when it may have a positive influence on the promotion of the Coalition goals and deliverables.

Attachment B - Coalition Operating Rules

7. Si2 Antitrust 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.

- 7.1. 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.
- 7.2. Fair procedures should be followed in connection with Si2's specification setting activity, including the following:
 - a. written guidelines for any requests for proposals (RFP) 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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 should remain free to use the

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adopted specifications as it sees fit to compete with other Member and non-Member companies in creating products.

- 7.7. 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 guidelines 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.

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Appendix A

A. Technical Steering Group (TSG):

1. The Coalition may have a permanent working group called the Technical Steering Group (“TSG”) which shall be responsible for defining the roadmap of the Coalition, managing the development of necessary components of the Coalition’s standards as well as validating and coordinating technical decisions made by the Working groups under its direction prior to ballot by the Coalition. Candidate standards shall be presented to the TSG on at least a quarterly basis for approval and inclusion into the overall Coalition roadmap and implementation plan.
2. The TSG shall consist of a minimum of 6 members and up to a maximum of 12 members.
3. TSG members shall be elected by and from the Coalition Members. Members may nominate themselves as candidates for the TSG.
4. Elections shall be held within 30 days of the beginning of the year and at such time as may be necessary to fill vacated positions.
5. Notwithstanding section 4.17 of the Coalition operating rules, the term for a TSG member is two years for normal elections and the remainder of the term for positions that are vacated early. Terms of the membership are staggered so no more than half of the TSG members are up for re-election at any one time.
6. Members shall vote from the list of nominees. Each Member shall be allowed to cast one vote per open seat in the TSG. Winning candidates shall be selected based on a plurality of votes. In cases where nominees receive an equal number of votes, Si2 shall administer a runoff election of just these candidates to determine the final selection.
7. In no case may a Member have more than one seat in the TSG. In the event of a corporate merger between two or more Member companies that serve on the TSG, all but one of the seats must be vacated.
8. A Member may voluntarily vacate their seat in the TSG at any time during their term.
9. If Si2 determines that a TSG member is not in compliance with the terms of the Coalition Membership Agreement the Member shall be removed from the TSG.
10. A Member shall appoint an employee of the company as Representative to the TSG. For the purpose of continuity, member companies should endeavor to have the same employee serve as Representative during the term. If a Member Representative fails to attend three consecutive meetings the chair may request Member to assign a new Representative. If Member fails to assign a new Representative, or the new Representative fails to attend the next three meeting of the TSG the Member shall be removed from the TSG. Notwithstanding section 4.17 of the Coalition operating rules, the members of the TSG shall elect, from their membership, by simple majority vote, on the first meeting after the Annual election of the TSG members, both the chair and co-chair. The chair and co-chair shall serve two-year terms staggered by one year. If either the chair or co-chair cannot serve the full term, elections shall be held within 30 days

Attachment C - Project IP Policy

I. Purpose: The following sets forth the Project IP Policy.

II. Disclosure of Necessary Patent Claims

II.A. Scope

- II.A.1. Disclosure in Response to a request or a Call for Patents. Any Representative of a Member organization who receives a Call for Patents issued in accordance with Section II.D.2 with respect to a Specification under development, and who has actual personal knowledge of Necessary Patent Claims with respect to such Specification owned or controlled by that Member or an Affiliate of that Member must disclose the known Necessary Patent Claims in accordance with Section II.C herein.
- II.A.2. Disclosure Accompanying a Contribution. If any Representative of a Member organization has actual personal knowledge of Necessary Patent Claims owned or controlled by that Member or an Affiliate of that Member with respect to that Member's Contribution, the Representative of such Member must disclose those known Necessary Patent Claims along with the submission of the Contribution in accordance with Section II.C herein. If after submitting the Contribution, the Representative of that Member acquires actual personal knowledge of Necessary Patent Claims owned by or controlled by that Member or an Affiliate of that Member, the Representative of that Member must disclose those known Necessary Patent Claims in accordance with Section II.C herein.
- II.A.3. No search of Portfolio/Third Party Patents. In satisfying the disclosure obligations set forth in this Project IP Policy, Members are not required to conduct searches of their patent portfolios, nor are Members required to disclose Necessary Patent Claims of other Members or other third party patents.
- II.A.4. Member Responsibility. A Member shall not be responsible for identifying patent rights not owned or controlled by such Member or an Affiliate of such Member for which a license may be required, or for conducting inquiries into the legal validity or scope of those patent rights not owned or controlled by such Member or an Affiliate of such Member that are brought to its attention.
- II.A.5. Failure to Disclose. If a Member does not disclose any Necessary Patent Claim(s) owned or controlled by such Member or an Affiliate of such Member in response to a Call for Patents as required under Section II.A.1 (or before a Call for Patents as provided in Section III.C.2), such

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failure shall have the consequences set forth in Section III.C.3 (subject, however, to the conditions set forth in Section III.C.3, including without limitation the exception set forth therein for Pre-emptive Exclusion Certificates). If a Member does not disclose any Necessary Patent Claim(s) owned or controlled by such Member or an Affiliate of such Member in connection with a Contribution by such Member as required under Section II.A.2, the Member shall be deemed to have agreed, for itself and for its Affiliates, to grant RAND Licenses under the applicable Necessary Patent Claim(s) with respect to the applicable Specification to Si2 and to each Valid Licensee of such Specification.

II.A.6. Public Disclosure. Prior to the date on which the Specification to which a Member's disclosure relates is made public, Members and Si2 shall not make public the content of any Member's disclosure regarding its Necessary Patent Claim(s) outside of Project; provided that nothing in this Section II.A.6 shall be construed as a limitation on any Member's retained rights to use and disclose its own contributed technology. Disclosures received with respect to a particular Specification shall be made public when the Specification is made public. Each Specification shall include suitable disclaimer language.

II.B. Timing

II.B.1. Timing of Disclosure. Except for disclosures accompanying a Contribution, disclosures pursuant to Section III.E and disclosures included in a Pre-emptive Exclusion Certificate, disclosures in response to a Call for Patents must occur prior to the expiration of the applicable Exclusion Period.

II.B.2. Ongoing Obligation. Subject to Section II.B.3, the disclosure obligations described in Section II.A are ongoing obligations that begin upon the execution of the Agreement.

II.B.3. Termination of Obligation. Subject to Section IV, with regard to a particular Specification under development, the disclosure obligations described in Section II.A terminate when the Specification is approved by a super majority (two-thirds) vote of the Members or when a working group or a super majority (two-thirds) vote of the Members formally indicates in writing that work on the Specification under development has terminated without adoption, whichever is earlier.

II.C. Content

II.C.1. Patent Holder and Specification. Any disclosure of a Necessary Patent Claim(s) must identify in writing the patent holder(s), and the relevant Specification or affected portions thereof.

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- II.C.2. Necessary Patent Claim(s) in Issued Patents and Published Patent Applications. For each issued patent and published patent application containing a Necessary Patent Claim, a disclosure must also identify in writing the patent number or publication number, respectively.
- II.C.3. RAND License or Reciprocal License. Prior to the end of the relevant Exclusion Period following a Call for Patents, or in the case of new Project Members prior to the deadline specified in Section III.E.3, a Member shall submit a RAND License Certificate, Reciprocal License Certificate or an Exclusion Certificate with respect to the disclosed Necessary Patent Claim. An Exclusion Certificate effectively excludes a Necessary Patent Claim whether or not the Certificate includes specific license terms under which the Member is willing to license the Necessary Patent Claim. However, under no circumstances can a Member exclude its Necessary Patent Claims with respect to a Contribution that was submitted by such Member. Failure to submit a RAND License Certificate, Reciprocal License Certificate or an Exclusion Certificate as required under this Section II.C.3 shall have the consequences set forth in Section III.C.3.

II.D. Procedure

- II.D.1. Disclosure. Disclosures must be submitted either by e-mail to Si2, or by physical mail addressed to Si2 Contracts Administrator, 9111 Jollyville Road, Suite 250, Austin, TX 78759. The current physical mailing address for disclosures may be found online at www.si2.org/Project.
- II.D.2. Request. Si2 shall issue a Call for Patents by attaching the Call for Patents to a draft of a Specification, which draft may be a First Draft, a Final Draft or an interim draft, and distributing the Call for Patents to a Representative of each Project Member as well as to the person(s) designated to receive notices for such Member in such Member's Agreement. When Si2 distributes a Call for Patents, Si2 shall use reasonable efforts to communicate the Call for Patents in a manner reasonably calculated to come to the attention of the recipient Representative (e.g., the Call for Patents will be clearly captioned as such). In general, in the absence of circumstances that make one or more additional Calls for Patents desirable, Si2 shall issue a Call for Patents between one and three times, inclusive. Only Si2 shall have the authority to issue a Call for Patents.

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II.D.3. Posting. Si2 shall post disclosures on a Member-only accessible website promptly upon receipt.

III. Copyright License, RAND License, Reciprocal License and Exclusions

III.A. Copyright License. Each Member grants to Si2 and to each other Member of the Project a worldwide, perpetual, irrevocable, non-exclusive, non-transferable (except pursuant to Section 5.1 of the Agreement) copyright license to reproduce, create derivative works of, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Member solely for the purposes of developing, publishing and distributing Specifications and related materials, as well as Conformance Implementations based on such documents. The license granted in this Section III.A. does not include any right or license to distribute or sublicense Source Code. For the avoidance of doubt, copyrightable subject matter created by Si2 and incorporated in a Specification shall not be subject to the foregoing license and shall instead be licensed by Si2 pursuant to license terms that Si2 makes generally available to Valid Licensees, which license terms shall, subject to reasonable limitations and conditions, permit a Valid Licensee to use, copy and modify such copyrightable subject matter (and to have its Affiliates and third party contractors use, copy and modify such copyrightable subject matter on its behalf); provided that such license terms may prohibit or otherwise restrict other use, copying and modification, including redistribution of such copyrightable subject matter or modified versions thereof. For the further avoidance of doubt, each Member and Si2 shall have the perpetual and unrestricted right to use, disclose, distribute or otherwise exploit all ideas, concepts, techniques and know-how contained in copyrightable subject matter provided to the Project by Members or Si2, provided that such right set forth in this sentence shall not imply any license under valid patents and copyrights.

III.B. RAND License and Reciprocal License.

III.B.1. License Grant. Each Member agrees to grant the RAND License and Reciprocal License under any and all of its Necessary Patent Claims not excluded in accordance with Section II or this Section III.

III.B.2. Knowledge not Required. A RAND License or Reciprocal License is granted whether or not the Member or any of its Representatives ever had any knowledge of the existence of such Necessary Patent Claims.

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III.B.3. Not Applicable to Source Code. No RAND License or Reciprocal License granted pursuant to this IP Policy includes any right or license to offer, sell, distribute or sublicense any Source Code.

III.B.4. Use of Source Code for Project Activities.

- a. Notwithstanding any provision of this IP Policy or the Agreement, each Member and Si2 (as Discloser) hereby authorizes, and each Member and Si2 (as Recipient) is hereby authorized by, the other Members and Si2 (as Recipients or as Disclosers as the context requires) to, at no charge, use solely in connection with activities of the Project and distribute only among Members of the Project and Si2 any and all Contribution(s) and other submission(s) of Source Code submitted by any such Discloser Member or Si2; provided that nothing in this paragraph (4)(a) shall be construed as granting any exclusive rights to Si2 or any Member, or otherwise limiting such Discloser Member in any way with respect to its use of any Source Code it has submitted.
- b. In addition, each Member and Si2, respectively (as Accessing Entity) which accesses or views Source Code of any other Member (Accessed Source Code) agrees to grant to such other Member and its Affiliates (now or hereafter) a worldwide, non-exclusive license on reasonable and non-discriminatory terms and conditions under any and all claims of patents, licensable by Accessing Entity or its Affiliates, which cover(s) any and/or all past, present and/or future making, using, selling, distributing, importing or offering of any implementation(s) of the Accessed Source Code, where such activities are not in connection with activities of the Project; provided that such other Member agrees to grant to the Accessing Entity and its Affiliates, the same reciprocal rights, mutatis mutandi, with respect to any implementation(s) of Source Code of such Accessing Entity or its Affiliates which has (have) functionality substantially similar to the Accessed Source Code, where such activities are not in connection with activities of the Project.

The reasonable royalty rate associated with any grant under Section III.B.4.b shall be based on commercial reasonableness and is not limited to or necessarily based on the royalty rates set forth in the RAND License or Reciprocal License granted pursuant to Section III.B.1.

III.C. Exclusion Periods and Certificates

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- III.C.1. Certificate of Exclusion (Exclusion Certificate). Prior to expiration of each Exclusion Period, each Member shall submit either a RAND License Certificate, a Reciprocal License Certificate or an Exclusion Certificate with respect to any Necessary Patent Claims owned or controlled by such Member or an Affiliate of such Member. An Exclusion Certificate effectively excludes a Necessary Patent Claim from the default RAND License or Reciprocal License obligation. A Member shall not be permitted to submit an Exclusion Certificate or change any previously submitted RAND License or Reciprocal License terms and conditions with respect to a Specification for which such Member had submitted a RAND License Certificate or a Reciprocal License Certificate in connection with a prior Exclusion Period, provided that if a Specification was modified after a prior Exclusion Period in a manner that brings such Specification within the coverage of additional Necessary Patent Claims owned or controlled by such Member or an Affiliate of such Member (in which case such Member may submit an Exclusion Certificate or change previously submitted RAND License or Reciprocal License terms and conditions with respect to the additional Necessary Patent Claims in connection with the first Exclusion Period after such modifications were made).
- III.C.2. Pre-emptive Exclusion. Either (a) at the time a new Member joins the Project by signing and submitting an Agreement in accordance with Section III.E.I, but before a Call for Patents or (b) within three (3) months after an existing Member purchases a patent, but before a Call for Patents, such new Member or existing Member may submit an Exclusion Certificate conforming to the requirements of Section III.E.3 to the Si2 Contracts Administrator for the purpose of excluding Necessary Patent Claims identified therein (a "Pre-emptive Exclusion Certificate"); provided that a Pre-emptive Exclusion Certificate submitted pursuant to the foregoing clause (b) may only exclude Necessary Patent Claims contained in the purchased patent. A Pre-emptive Exclusion Certificate shall be deemed a valid Exclusion Certificate responsive to all subsequent Calls for Patents.
- III.C.3. Failure to Submit Certificate. If a Member fails to submit a RAND License Certificate, Reciprocal License Certificate or an Exclusion Certificate prior to the expiration of the applicable Exclusion Period (or, in the case of a withdrawal of a Member from the Project, prior to the exclusion deadline set forth in Section III.D.3) and such Member has not previously submitted a Pre-emptive Exclusion Certificate in accordance with Section III.C.2, the Member shall be deemed to have agreed, for itself and for its Affiliates, to grant RAND Licenses under the applicable Necessary Patent Claim(s) with respect to the applicable Specification to Si2 and to each Valid Licensee of such Specification.

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III.D. Withdrawal

III.D.1.No Withdrawal. Contributions, once made, may not be withdrawn.

III.D.2.Survival of License. A Member's obligations to license pursuant to Sections II.A.5, III.A, III.B.1, III.B.4.b, III.C.3, III.E.1, III.E.2 and III.G.1 of this Project IP Policy made or incurred prior to withdrawal from Project shall survive such withdrawal, and shall extend to Members that join the Project after the withdrawing Member's withdrawal and to other Valid Licensees of the Specification. A grant of a license to a Member pursuant to the Project IP Policy made prior to such Member's withdrawal from Project shall survive such withdrawal.

III.D.3.Exclusion upon Withdrawal. If a Member withdraws from the Project after the commencement, but prior to the expiration, of an applicable Exclusion Period, then the Member may exclude Necessary Patent Claims the Member is not already obligated to license prior to the earlier of: (i) thirty (30) days after withdrawing from Project; or (ii) the expiration of the applicable Exclusion Period. Failure of such former Member to submit a RAND License Certificate, a Reciprocal License Certificate or an Exclusion Certificate prior to such deadline will have the consequences set forth in Section III.C.3.

III.D.4.Rights after Withdrawal. Except as described in Sections III.D.2 and III.D.3 above, a prior Member shall have no other obligations arising out of its participation in the Project to Si2, other Members or Valid Licensees as to technologies or intellectual property rights developed by the Member after its withdrawal from the Project.

III.E. New Project Member's Licensing Obligation Regarding Existing Specifications; Member Acquiring a Patent Licensing Obligation Regarding Existing Specifications

III.E.1.New Member – RAND License Grant. By signing and submitting an Agreement, a new Member agrees to grant RAND Licenses and Reciprocal Licenses for the then-current version of the Specification as of the joining date of the Member, unless concurrently with the submission of the Agreement, the Member submits an Exclusion Certificate in accordance with Section III.C.2 or III.E.3.

III.E.2.Member Purchasing a Patent – RAND License Grant. An existing Member purchasing a patent (it being understood that, for all purposes under this Project IP Policy, "purchasing a patent" and cognates thereof shall include acquiring patent rights through acquisition of an entity owning such patent rights) agrees to grant RAND Licenses and Reciprocal Licenses

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for the then-current version of the Specification as of the date of purchase, unless, within three (3) months after purchase of the patent, the Member submits an Exclusion Certificate in accordance with Section III.E.3.

III.E.3. Certificate of Unwillingness to Grant RAND License or Reciprocal License. If a new Member does not agree to grant RAND Licenses and Reciprocal Licenses pursuant to Section III.E.1 or an existing Member purchasing a patent does not agree to grant RAND Licenses and Reciprocal Licenses pursuant to Section III.E.2, then, in the case of a new Member, it must submit an Exclusion Certificate concurrently with its execution of the Agreement or, in the case of an existing Member purchasing a patent, it must submit an Exclusion Certificate within the period set forth in Section III.E.2. The Exclusion Certificate shall also disclose:

- a. the portion of the Specification that requires the use of any Necessary Patent Claims owned or controlled by the Member or an Affiliate of the Member; and
- b. the information required by Section II.C.

III.F. Have Made License: In response to a written request identifying a product and a manufacturer, Licensee shall in a timely manner inform Licensor if such product is manufactured by such manufacturer pursuant to the Have Made license granted herein. Licensor and Licensee may negotiate a reasonable auditing provision in order to determine the “have made” activity (e.g., quantity, cost to Licensor/revenue) engaged in by a third party operating under such a license grant.

III.G. Project Member’s Licensing Obligation to Non-Members Regarding Existing Specifications

III.G.1. RAND License Grant to Non-Member. In the event a non-Member requests in writing a RAND License that a Member is obligated to grant to Project Members pursuant to this Project IP Policy with respect to a Conformance Implementation, then such Member agrees to grant a RAND License to such non-Member, provided that such non-Member executes an Adopter Agreement in a form approved by a majority of the Project Members.

IV. Information Exchange Procedures.

IV.A General:

IV.A.1. Generally, Project meetings shall be conducted by Members on a non-confidential basis. Subject to Section II.A.6, all disclosures of information relating to Project matters shall be

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deemed to be non-confidential unless specifically disclosed pursuant to a separate written non-disclosure agreement between the discloser and the individual recipient.

IV.A.2. If a Member believes that it is necessary to disclose particular confidential information to other Project Members in connection with Project matters, such disclosure shall be made under the terms of an individual non-disclosure agreement between the discloser and the individual recipient that is mutually acceptable to the discloser and the individual recipient. This Section IV(A)(2), does not apply to information, data and materials already in the public domain at the time of disclosure, use, press release or public announcement, or to information, data and materials disclosed by the Member without any obligations of confidentiality or to any disclosure, use, press release, or public announcement to the minimum extent required by law or government regulation.

IV.A.3. Except as may otherwise be provided in such non-disclosure agreement(s) or in Section II.A.6, with respect to all information disclosed by one Member to the Project, the disclosing Member grants to all other Members of the Project and to Si2, to the extent, if any, of the disclosing Member's interest therein, a non-exclusive, paid up, royalty-free, irrevocable, perpetual, unrestricted and worldwide copyright license to use, have used, disclose to others, make copies, and dispose of, all without limitation, such non-confidential information; provided that no rights are granted under any of the patent rights of the discloser in this Section IV(A)(3). The license of this Section IV (A)(3) does not include any right or license to distribute or otherwise dispose of Source Code.

IV.B.Press Releases and Publicity. Members shall not misrepresent the activities of the Project or their role in the Project in press releases or other announcements concerning the Project. Members shall not issue press releases or other announcements concerning the activities of other Members without first obtaining such Member's specific written permission.

V. Independent Action Each Member shall remain free to design, develop, market, modify or distribute any of its products or services without restriction, within the scope of whatever rights and licenses it may have. Participation in the Project shall not be deemed to constitute a partnership, joint venture, or other joint activity. No Member authorizes any other Member or the Project to make any commitments or representations on its behalf. Participation in the Project shall not grant to any other Member the right to use the name or trademarks of the Member in any publicity or advertising without the Member's prior written consent.

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VI. No Conflict Si2 represents and warrants that the terms of this Project IP Policy do not conflict with the terms of any other instrument by which it is bound.