SILICON INTEGRATION INITIATIVE, INC.
DESIGN TO MANUFACTURING COALITION
MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT ("Agreement")

is entered on _____/_____/_____

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. Si2 has established the Design to Manufacturing Coalition ("Project"). Whereas Member is a current, paid-up corporate member of Si2 in good standing; and hereby agrees to become a member of Project, 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 Project, including assignment of technical staff to participate in development, review and ballot of subject standards. For all project related activities, Member agrees to comply with the Operating Rules established by, and for, the Project; which may be amended from time to time by super majority vote of then current project members.

3.0. Term and Termination of Membership.

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

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

    3.3. Non-Voluntary Termination of Membership in Project. 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 Project 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 project.

    3.4. Voluntary Termination of Membership. Member may resign from Project and terminate its membership in Project 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.

    3.5. Obligations on Termination. After Member's membership in Project 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 Project, shall survive such Member's departure from Project.

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 January 1 for subsequent years. All dues shall be non-refundable.

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 Project IP Policy.

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 excluding its choice of laws rules. Any proceedings to enforce this Agreement, or to resolve disputes relating to this Agreement, shall be brought in an appropriate court in Westchester County, New York.

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 AND OTHER INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED; IN NO EVENT SHALL ANY MEMBER OR Si2 BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN

CONNECTION WITH ANY CONTRIBUTION, COMPUTER PROGRAM, OR OTHER INFORMATION SUPPLIED BY MEMBER OR Si2.

5.7 <u>Limitation of Liability</u>. In no event shall Member's total aggregate liability to any other member, members or Si2, jointly and severally, in connection with this Agreement or Si2, exceed **$40,000** (U.S.A.).

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 Project. If Member does not return said instrument within 90 days, Member shall be assumed to have terminated its Membership.

Silicon Integration Initiative, Inc.   **MEMBER COMPANY**

Signature_____   **Signature** _____

Printed Name _____   **Printed Name** _____

Title _____   **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 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 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 Project IP Policy 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.

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 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 III.C.2 of Project IP Policy) constitute Exclusion Certificates. Upon written request by the Secretary of Si2, a Member that has submitted an Exclusion Certificate shall confirm the status of the Necessary Patent Claims covered by such Exclusion Certificate (i.e., whether such claims remain subjects of pending patent application(s), have become issued patent claims or have been abandoned) to the extent such status is not publicly available.

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.

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 patent 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 Bylaws.

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 and nondiscriminatory 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 Project Operating Rules, 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; <u>provided</u> <u>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 Project IP Policy.

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.