



OpenStandards Operating Rules v2.0

1. Purpose

OpenStandards (“OpenStandards”) is a Si2 Project Technical Advisory Board (PTAB) chartered by the Si2 Board of Directors to produce open industry standards and other intellectual property (“IP”) to support design flows for electronics systems, particularly those involving advanced semiconductor processes. This includes, but is not limited to, the development of proof of concept demonstrations, compliance suites, and reference implementations in addition to and in support of standards specifications.

2. OpenStandards Membership Classes

2.1 OpenStandards shall consist of two classes of Members:

2.1.1 Voting Member: Any company or bona fide industry organization may become a voting member of OpenStandards. Voting Members are eligible to vote in all Collaborating Group level decisions. A Voting Member may lose voting rights and thereby become a Non-Voting Member by failing to abide by the meeting attendance requirements as specified below in OpenStandards Membership Requirements.

2.1.2 Non-Voting Member: A company or other organization that may attend OpenStandards meetings but may not vote. Si2 may choose, with the concurrences of a majority of the Voting Members of OpenStandards Technology Steering Group (see Section 5.1), to admit Non-Voting Members from universities and other not-for-profit organizations. These Members may attend OpenStandards meetings by invitation of the Voting Members. Non-Voting Members shall not vote on matters of OpenStandards or any Collaborating 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. OpenStandards Membership Requirements

3.1 Execute and abide by OpenStandards Membership Agreement terms.

- 3.2 Actively participate on matters concerning OpenStandards operations and promotion of its goals including: voting on decisions by OpenStandards and its Collaborating Groups; participation in events or other efforts that promote OpenStandards standards adoption.
- 3.3 Facilitation of technical activities specified by OpenStandards including reference flows, interface specifications, model formats and algorithms specified by OpenStandards Collaborating Groups.
- 3.4 Actively participate in OpenStandards activities, as needed, in developing reference flows, specifying 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 the flows, and serve as part of a reference implementation.
- 3.5 Each OpenStandards Member shall assign Designated Representatives (DR) to represent the Member in each OpenStandards Collaborating Group in which the Member chooses to participate. This DR shall have rights to vote on pertinent Collaborating Group issues, and hold Collaborating Group and OpenStandards Technology Steering Group (TSG) positions such as chair, co-chair, and/or secretary. Each DR shall be explicitly specified, by email or other written communications, by the Member to Si2 before participating. Only a single DR may be specified by the Member for each Collaborating Group in which the member participates.
- 3.6 Each OpenStandards Member may assign a Designated Representative Alternate (DRA) to represent the Member in lieu of the DR. Each DRA shall be explicitly specified, by email or other written communications, by the Member to Si2 before participating. Multiple DRAs may be specified by the Member.

4. OpenStandards Operating Rules

- 4.1 OpenStandards Collaborating Groups and Members are bound by the Si2 Bylaws, Si2 Antitrust Guidelines, and the OpenStandards Operating Rules. The Si2 Bylaws can be found at www.si2.org.
- 4.2 Pursuant to section 2.2 of the Si2 Bylaws, only Members may participate in OpenStandards or Collaborating Group meetings.
- 4.3 Members of OpenStandards PTAB or of any Collaborating 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 the presence of a person at the meeting.
- 4.4 One half of the eligible Voting Members, present in person or represented by proxy, shall constitute a quorum at all OpenStandards Collaborating Group meetings for

the transaction of business.

- 4.5 Any OpenStandards Member may join any OpenStandards Collaborating Group provided that the joining Member signs any and all agreements particular to that Collaborating Group.
- 4.6 Pursuant to section 3.9 of the Si2 Bylaws, no more than one vote per Member is allowed on any decision.
- 4.7 OpenStandards and all its Collaborating Groups 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 an OpenStandards Member.
- 4.8 Pursuant to section 3.8 of the Si2 Bylaws, the vote of a majority of Voting Members of a Collaborating Group shall decide any question brought before the meeting unless specified otherwise.
- 4.9 Matters introduced for consideration by OpenStandards or any of its Collaborating Groups, 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.
- 4.10 Each OpenStandards Collaborating Group shall elect a chair and a secretary from their membership, by simple majority vote, on an annual basis. Nominations and elections shall be held in the 4th quarter of the election year. The responsibility of the chair includes (but may not be limited to) conducting periodic meetings and conference calls. The responsibility of the secretary includes (but may not be limited to) ensuring that accurate minutes of meetings are recorded and approved.
- 4.11 Minutes from all OpenStandards Collaborating Group votes, meetings and teleconferences shall be recorded and archived in a place accessible to the Members of each OpenStandards Collaborating Group having rights to said records, regardless of whether or not they participated in the voting or were in attendance at the meeting or teleconference.
- 4.12 OpenStandards Collaborating Group Members may dictate the meeting and status call frequency and place. It is recommended, however, that the frequency of regular status conference calls be no less than once per quarter. It is further recommended that the frequency of face-to-face meetings be no more than once per quarter and no less than twice per year.
- 4.13 The agenda, time, place, and conference number for OpenStandards Collaborating Group meetings shall be distributed to the respective Members at least one week in advance of the meeting or teleconference.
- 4.14 The Collaborating Groups' responsibilities shall include, but not be limited to:

developing requirements, reviewing candidate technologies or services, proposing resolution of issues and developing proposals for proof-of-concepts, prototypes, reference materials, compliance suites, standards, specifications and guidelines.

- 4.15 Each Collaborating Group shall maintain a membership list. Upon request by an OpenStandards Member, that Member shall be added to the Collaborating Group membership list.
- 4.16 Collaborating Group Members may be downgraded to Non-Voting Collaborating Group Member status, for that particular Collaborating Group, after, without providing advance notice and/or showing good cause, failing to participate in two consecutive meetings of said group. Only Voting Members in the membership list are eligible to vote within that Collaborating Group. Members that were downgraded to Non-Voting Member status in a particular Collaborating Group shall regain their Voting-Member status in said group at the attendance of their second of two consecutive meetings of said group.
- 4.17 Publication of results of Collaborating Groups is generally restricted for access only by OpenStandards Members, but may become open and available to Si2 members at large, at the discretion of OpenStandards; however, only OpenStandards Collaborating Group members shall have voting rights on proposed standards or revisions to current standards to be carried up to OpenStandards.
- 4.18 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 Collaborating Group shall be submitted to the OpenStandards Technology Steering Group (TSG) for approval to publish.
- 4.19 The contribution of IP owned by a Member to an OpenStandards Collaborating Group is governed by the OpenStandards Project IP Policy.
- 4.20 Any public announcements regarding OpenStandards that use OpenStandards names are subject to approval by the OpenStandards TSG and Si2 prior to release.
- 4.21 These Operating Rules will apply to all new and existing Collaborating Groups. In the event that any of the operating rules specified herein conflict with the operating rules for a pre-existing Collaborating Group the operating rules for that pre-existing Collaborating Group will take precedence. In such a case where pre-existing Collaborating Group operating rules do not address a particular subject, these Operating Rules shall apply.
- 4.22 Any suspended (i.e., placed into hiatus) Collaborating Group will continue to be listed as an existing OpenStandards Collaborating Group. Materials for suspended OpenStandards Collaborating Groups will be maintained in a location accessible to the Members of each OpenStandards Collaborating Group having access rights to said records.

- 4.23 Any dissolved Collaborating Group will no longer be listed as an existing OpenStandards Collaborating Group. All materials for dissolved Collaborating Groups will be archived.

5. OpenStandards Technology Steering Group Operating Rules

- 5.1 OpenStandards shall be managed by a permanent TSG, which shall report directly to the Si2 Board of Directors. The TSG shall be responsible for coordinating OpenStandards technology roadmaps; recommending the formation, temporary suspension, or dissolution of Collaborating Groups to the Si2 Board of Directors; reviewing of Collaborating Group planned and on-going activities; providing final approval of the publication of OpenStandards reports, press releases, and standards.
- 5.2 The OpenStandards TSG may establish Collaborating Groups, upon request from OpenStandards Members, provided that the requesting Members submit an OpenStandards Working Group Request Form to the OpenStandards TSG. The requesting Members shall identify, as part of the submission, the motivation and goals for the requested Collaborating Group along with an identified Collaborating Group chair and secretary.
- 5.3 The OpenStandards TSG shall consist of one (1) representative from each OpenStandards Member Company that also currently has representation on the Si2 Board of Directors.
- 5.4 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.
- 5.5 A Member may voluntarily vacate their seat in the TSG at any time during their term.
- 5.6 If Si2 determines that a TSG member is not in compliance with the terms of the OpenStandards Membership Agreement the Member shall be removed from the TSG.
- 5.7 If a TSG member fails to attend three consecutive meetings the chair may request the Member Company to assign a new representative to the TSG.
- 5.8 The OpenStandards TSG shall have two co-chairs. One co-chair shall be an Si2 executive staff member. The other co-chair shall be elected from the OpenStandards TSG membership by a simple majority vote of the TSG membership. The responsibility of the co-chairs includes (but may not be limited to) developing meeting agendas and conducting periodic meetings and conference calls for the OpenStandards TSG. The co-chairs shall also represent the TSG to the Si2 Board of

Directors for OpenStandards status reporting as well as formation, suspension, and/or dissolution of OpenStandards Collaborating Groups.

- 5.9 The OpenStandards TSG shall elect a secretary from TSG membership by simple majority vote of the TSG members. The responsibility of the secretary includes (but may not be limited to) ensuring that accurate minutes of meetings are recorded and approved.
- 5.10 The term of the elected OpenStandards TSG chair and secretary shall be two calendar years. Nominations and elections shall be held in the 4th quarter of the election year. In the case of the departure of the current chair or secretary prior to the end of the current term, nominations and election(s) shall be held as soon as reasonably possible.
- 5.11 Only the OpenStandards TSG has the authority to recommend the formation, suspension, or dissolution of OpenStandards Collaborating Groups, to the Si2 Board.
- 5.12 The TSG shall meet no less than once per quarter and more frequently if necessary. The TSG members may dictate whether the meetings are via conference calls or face-to-face. It is recommended that at least two TSG meetings be held face-to-face per year.
- 5.13 A proposal for the formation, dissolution, suspension (also known as being on hiatus), or reinstatement of an OpenStandards Collaborating Group approved by a two-thirds (2/3) majority of the OpenStandards TSG shall be submitted to the Si2 Board of Directors for final approval. Such final approval shall be decided by a simple majority vote of the Si2 Board of Directors.
 - a) For any OpenStandards Collaborating Group being reinstated, the OpenStandards TSG shall appoint a chair and a secretary, from among the TSG member companies. The OpenStandards TSG shall also confirm, or otherwise redefine the mission for any reinstated OpenStandards Collaborating Group.
- 5.14 The Si2 Board of Directors may, on their own accord, initiate the dissolution or suspension of an OpenStandards Collaborating Group by a two-thirds (2/3) majority vote, given that said Group is not a pre-existing Collaborating Group whose agreement precludes such action.

6. Modifications/Amendments to the OpenStandards Rules

- 6.1 The OpenStandards TSG has the authority to recommend the modification or amendment of these Rules to the Si2 Board of Directors.
- 6.2 A proposal for the modification or amendment of these Rules must first be approved by a two-thirds (2/3) majority vote of the OpenStandards TSG.

- 6.3 After any modification or amendment has been approved with a two-thirds (2/3) majority vote by the OpenStandards TSG, the proposed changes shall be submitted to and approved by a majority vote of the Si2 Board of Directors before taking effect.

7. Si2 Responsibility

- 7.1 Si2 shall be responsible to ensure that matters of OpenStandards and its Collaborating Groups operate in accordance with this operating policy and its Bylaws. Therefore, Si2 shall have the right to have members of its staff in attendance at any or all OpenStandards and Collaborating Group meetings and teleconferences.
- 7.2 Si2 shall provide necessary requested administrative support to the OpenStandards chairperson and secretary including minutes taking, and setting agendas and/or conducting OpenStandards meetings.
- 7.3 Si2 shall maintain OpenStandards Operations documents.
- 7.4 Si2 shall provide the Si2 Board with OpenStandards status and financial accounting as appropriate.
- 7.5 Si2 will coordinate and take responsibility for all logistics (rooms, conference lines, media support, etc.) for any OpenStandards or Collaborating Group meeting at request of the chairperson of OpenStandards or Collaborating Group.
- 7.6 Si2 shall provide document archive for minutes, specifications, emails, and other documents relating to OpenStandards and its Collaborating Groups.
- 7.7 Si2 shall provide facilities for issue reporting, tracking and resolution as it relates to OpenStandards business and deliverables.
- 7.8 Si2 shall provide and maintain necessary infrastructure to facilitate OpenStandards and its Collaborating Groups, including: electronic voting, public and secure web sites; virtual network conferencing support; document archive search and retrieval; and, email reflectors.
- 7.9 Si2 shall provide maintenance, publication, licensing and distribution of the approved OpenStandards results.
- 7.10 Si2 shall provide collateral for purposes of promoting OpenStandards and its resulting technology, including: white papers; flyers; article reprints; and, presentations, as it deems necessary or as requested by OpenStandards.
- 7.11 Si2 shall coordinate marketing and trade show participation on behalf of

OpenStandards.

- 7.12 Si2 shall perform membership sales and administration for OpenStandards.
- 7.13 Si2 may develop prototypes, tool kits and education/training materials to aid the adoption of approved OpenStandards technology, subject to available funds.
- 7.14 Si2 may release announcements to the press on its own accord when it may have a positive influence on the promotion of OpenStandards goals and deliverables.

8. 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.

- 8.1 There should be no discussion or exchange of information relating to any of the following:
 - any research efforts of planned future products of its Members, including any product characteristics or proposed introduction dates, which are not publicly announced;
 - terms or conditions of sale of the Member's independently marketed products or services, including price, discounts, distribution practices, and credit;
 - profits, margins, or costs of Member's independently marketed products or services;
 - market shares, sales territories, major account lists or account strategies;
 - bids or intentions to bid;
 - selection, classification, rejection, or termination of customers by Members;
 - servicing of any product, tangible or intangible;
 - exclusive dealing arrangements; and
 - any other competitive information deemed proprietary by individual Members.

- 8.2 Fair procedures should be followed in connection with Si2's specification setting activity, including the following:
- 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;
 - no barriers to participation in the RFP process and open acceptance of submissions;
 - objective requirements for evaluation or assessment of proposed technology;
 - 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;
 - 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
 - balanced representation of Members during the voting for a specification.
- 8.3 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.
- 8.4 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 should not be conditioned on a Member's use or adoption of a specification.
- 8.5 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.
- 8.6 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 adopted specifications as it sees fit to compete with other Member and non-Member companies in creating products.
- 8.7 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.

Attachment A

OpenStandards Glossary

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

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

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

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

31. "**Specification**" means one or more of the written descriptions covering standards and supporting technology within the defined Collaborating Group Scope, as created, approved and released by the Collaborating Group, and any updates or revisions approved for adoption and release by the Collaborating Group.
32. "**Valid Licensee**" means a person or entity to which Si2 grants a copyright license to a Specification that has been approved by OpenStandards. For the avoidance of doubt, each Member of the Collaborating Group that produced the Specification is hereby deemed a worldwide Valid Licensee and, subject to the terms of the applicable license agreement between such Collaborating Group Member and Si2, may exercise such rights perpetually and irrevocably.