

**COMPACT MODEL COALITION, BETA CODE**  
**TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION**  
**Version 1.0, October 25, 2017**

1. Definitions.

“ECL” shall mean the Educational Community License, Version 2.0, available at <https://opensource.org/licenses/ECL-2.0>.

“License” shall mean the terms and conditions for use, reproduction, and distribution as set forth herein.

“Licensor” shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

“Legal Entity” shall mean the union of the acting person or entity and all other persons or entities that control, are controlled by, or are under common control with the acting entity. For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

“You” (or “Your”) shall mean an individual or Legal Entity exercising permissions granted by this License.

“Source” form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

“Object” form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

“Work” shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the ECL).

“Derivative Works” shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

“Contribution” shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on

behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as “Not a Contribution.”

“Contributor” shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

## 2. Grant of Copyright License.

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, and prepare Derivative Works of the Work and such Derivative Works, in Source or Object form, solely for the purpose of testing the Work and such Derivative Works.

## 3. Grant of Patent License.

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, and use the Work solely for the purpose of testing the Work and such Derivative Works, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed. Any patent license granted hereby with respect to contributions by an individual employed by an institution or organization is limited to patent claims where the individual that is the author of the Work is also the inventor of the patent claims licensed, and where the organization or institution has the right to grant such license under applicable grant and research funding agreements. No other express or implied licenses are granted.

## 4. Confidentiality; Redistribution.

The Work, and any Derivative Works thereof, is confidential. You may not use the Work or any Derivative Works thereof in any way other than as authorized by this License and may not reproduce and distribute copies of the Work or Derivative Works thereof in any medium, without the prior written consent of the Licensor. If Licensor so consents, You are hereby granted a non-exclusive, no-charge, royalty-free, irrevocable copyright license to distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, solely to the entity or entities identified in such consent, provided that You meet the following conditions:

- a) You must cause any modified files to carry prominent notices stating that You changed the files; and
- b) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of

the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

- c) If the Work includes a “NOTICE” text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

#### 5. Submission of Contributions.

Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of the ECL, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

#### 6. Trademarks.

This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

#### 7. Disclaimer of Warranty.

Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

#### 8. Limitation of Liability.

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other

commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

END OF TERMS AND CONDITIONS

Agreed:

LICENSOR:

Silicon Integration Initiative, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE:

Legal Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_