

OpenAccess ESG License v 2.0 (January 31, 2013)

THIS SOFTWARE LICENSE AGREEMENT ("*Agreement*") is made as of the ____ day of _____, 20__ (the "Effective Date"), between Silicon Integration Initiative, Inc., a Delaware non-profit corporation with offices located at 9111 Jollyville Road, Suite 250, Austin, Texas 78759 ("*Si2*") and the undersigned ("*you*" and a "*Recipient*" and, in certain contexts described herein, a "*Contributor*" and/or "*Distributing Contributor*"). Recipient desires by this Agreement to obtain from Si2 licenses to use certain software and related documentation. Therefore, Si2 and Recipient agree as follows:

EACH MANUAL AND/OR SOFTWARE PACKAGE ("PACKAGE") ACCOMPANYING A PACKAGE IDENTIFICATION FORM REFERENCING THIS AGREEMENT IS PROVIDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE REVIEW THIS AGREEMENT CAREFULLY. ANY USE, REPRODUCTION, MODIFICATION OR DISTRIBUTION OF THE PACKAGE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

In the event that you wish to license the Package on behalf of a corporation, you must have the authority to bind the corporation to the terms and conditions of this agreement prior to allowing use of the Package by any other employee. *THIS AGREEMENT DOES NOT PERMIT RECIPIENT TO DISTRIBUTE TO THIRD PARTIES MODIFIED VERSIONS OF THE SOFTWARE CONTAINED IN THE PACKAGE IN ANY FORM IF SUCH MODIFIED VERSIONS (I) INCLUDE MODIFICATIONS TO SUCH SOFTWARE THAT RENDER THE SOFTWARE NON-COMPLIANT TO THE Si2 APPROVED SPECIFICATION OR (II) ARE DISTRIBUTED OUTSIDE THE OFFERINGS THAT RECIPIENT MARKETS AS PART OF ITS PRODUCT AND SERVICE OFFERINGS IN THE NORMAL COURSE OF ITS BUSINESS.*

1. DEFINITIONS

1.1 "**Approved Specification**" shall mean the publicly available specification approved by the Si2-designated Project Technical Advisory Board and promulgated as an Si2 Standard or an Si2 Extension Standard for the version of the software contained in the Package or modified versions thereof approved by the Si2-designated Project Technical Advisory Board. The Approved Specification includes application programming interface (API) definitions and formats that must be supported for compliance with such specification.

1.2 "**Compliant Implementation**" shall mean a software application meeting the Approved Specification that (i) reads and processes files that comply to the Approved Specification and (ii) pass the tests distributed by Si2, if any.

1.3 "**Contribution**" shall mean any Modification submitted or required to be submitted to Si2 pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, the following are not required to be submitted to Si2: software additions to the Package which: (i) are separate modules of software or data distributed in conjunction with the Package under their own license agreement, and (ii) are not Modifications of the software contained in the Package.

1.4 "**Contributor**" shall mean any entity, including any Recipient, that makes any Contribution. Any entity that makes or is required to make any Contribution pursuant to this Agreement must ensure that it has the rights to license the Contribution and Licensed Patents as set forth herein.

1.5 "**Distributing Contributor**" shall have the meaning as set forth in Section 3.3.

1.6 "**Internal Use**" shall mean use, copying and Modification of the Package solely for purpose of developing and deploying for use in a Compliant Implementation of the Approved Specification, limited

to: (i) employees of Recipient (including any subsidiary which is at least 51% owned by Recipient, whose compliance with the terms and conditions of this agreement is guaranteed by Recipient, provided, however, such majority owned subsidiary is not a commercial EDA company); , (ii) contractors hired by Recipient to develop tool flows, integrated circuits or electronic systems designs solely for the use of Recipient pursuant to agreements restricting such contractors' use, copying and Modification of the Package to such purposes; and, (iii) employees of design services companies contracted by Recipient to develop tool flows, integrated circuits or electronic systems designs solely for the use of Recipient pursuant to agreements restricting such companies' use, copying and Modification of the Package to such purposes.

1.7 "**Licensed Patents**" shall mean patent claims licensable by any Contributor that are necessarily infringed by the use, sale or import of its Contribution alone or when combined with the Package.

1.8 "**Modification or Modify**" shall mean any change, improvement, derivative work, or correction to (i) the software included in the Package, (ii) the documentation contained in the Package. The Package with the Modifications must remain a Compliant Implementation of the Approved Specification.

1.9 "**Non-commercial Use**" shall mean internal use, copying and modification of the Package, limited to Recipient or employees of Recipient for purposes of producing a Compliant Implementation of the Approved Specification or for Recipient's non-commercial research, evaluation, experimentation and education .

1.10 "**Non-Si2 Member**" shall mean a Recipient that is not an Si2 Academic Member, Si2 Exchange Member, or an Si2 Corporate Member.

1.11 "**Original Package**" shall mean the original version of the software accompanying this Agreement as released by Si2,

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including source code, object code, application Package interface definitions and formats, and documentation, if any.

1.12 **"Package"** shall mean the Original Package and Contributions.

1.13 **"Project Member"** shall mean an Si2 Corporate Member that participates in the Si2-designated Project Technical Advisory Board associated with the Package and is in good standing.

1.14 **"Recipient"** shall mean anyone who receives the Package under this Agreement, including all Contributors.

1.15 **"Si2 Academic Member"** shall mean an individual that has fulfilled the requirements for membership in Si2 and is in good standing.

1.16 **"Si2 Corporate Member"** shall mean an association, partnership, organization, company, or corporation that has fulfilled the requirements for membership in Si2 and is in good standing.

1.17 **"Si2 Exchange Member"** shall mean an association, partnership, organization, company, or corporation that has fulfilled the requirements for membership in Si2 and is in good standing, and with limitations as specified in the Si2 Bylaws.

1.18 **"Si2 Extension Standard"** is an Approved Specification that adds additional capabilities based on an Si2 Standard but is not considered a part of the Si2 Standard.

2. LICENSE GRANTS; RESTRICTIONS, TERM

2.1 Subject to the terms and conditions of this Agreement,

(a) if Recipient is a Non-Si2 Member, Si2 hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to use and reproduce the Package solely for Non-commercial Use, which license shall remain in effect in perpetuity unless terminated in accordance with this Agreement, or

(b) if Recipient is an Si2 Academic Member or Si2 Exchange Member, Si2 grants Recipient a non-exclusive, worldwide, royalty-free copyright license to use, reproduce, and create derivative works of the Package as long as it remains a Compliant Implementation of the Approved Specification, solely for Non-commercial Use within the scope of Recipient's academic activities, which license shall remain in effect in perpetuity unless terminated in accordance with this Agreement; or

(c) if Recipient is an Si2 Corporate Member, Si2 grants Recipient a non-exclusive, worldwide, royalty-free copyright license to use, reproduce, and create derivative works of the Package solely for Internal Use as long as it remains a Compliant Implementation of the Approved Specification, which license shall remain in effect in perpetuity unless terminated in accordance with this Agreement, or

(d) if recipient is a Project Member, Si2 grants Recipient a non-exclusive, worldwide, royalty-free copyright license to use, reproduce, and create derivative works of the Package as long as it remains a Compliant Implementation of the Approved Specification, and to distribute and sublicense the software contained in the Packages, and derivative works thereof, as long as it remains a Compliant implementation of the Approved Specification, solely in connection with the offerings that Recipient markets as part of its product and service offerings in the normal course of its business, which licenses shall remain in effect in perpetuity unless terminated in accordance with this Agreement. Any extension programs to be distributed in source form cannot include the OpenAccess headers that represent the OpenAccess API. Distribution of OpenAccess API extension bindings is only permitted in conjunction with the Package and Recipient's product offerings.

2.2 Subject to the terms and conditions of this Agreement, each Contributor hereby grants Si2 and each other Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contributions of such Contributor, if any, in the current or any future version of the Package. This patent license shall apply to the combination of each Contribution and the Package (including future versions of the Package) if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes the combination of the Contribution and the Package to be covered by the Licensed Patents. The foregoing patent license shall not apply to any other combinations that include the Contribution.

2.3 Recipient understands that although Si2 and each Contributor grants the licenses set forth above, no assurances are provided by Si2 or any Contributor that the Package does not infringe the patent or other intellectual property rights of any other entity. Si2 and each Contributor disclaim any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Package, it is Recipient's responsibility to acquire that license before distributing the Package.

2.4 Si2 represents that to its knowledge it has sufficient copyright rights in the Package to grant the copyright license set forth in this Agreement. Except as expressly stated in Sections 2.1 and 2.2 above, Recipient receives no rights or licenses to the intellectual property of Si2 or any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Package not expressly granted under this Agreement are reserved. In addition, each Recipient understands and agrees that the license rights granted under this Agreement are expressly conditioned upon compliance, by Recipient, with the terms and conditions of this Agreement. Each Contributor, including the creator of the Original Package, is a third party beneficiary of this

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Agreement for purposes of enforcing such party's intellectual property rights relating to the Package.

2.5 Each Contributor hereby grants to Si2 a non-exclusive, non-royalty bearing, perpetual, irrevocable right and license, with the right to sublicense, to use, reproduce, Modify, publicly display, publicly perform, and distribute all Contributions made by or on behalf of such Contributor. Each Contributor represents that to its knowledge it has copyright rights in such Contributions sufficient to enable it to grant such rights and licenses to Si2.

2.6 A Modification must be submitted to Si2 by a Recipient, if Recipient distributes such Modification to any third party. Any required submission of a Modification shall be made no later than thirty (30) days after distribution to the third party giving rise to the requirement for the submission. Modifications may also be submitted to Si2 voluntarily. Any Modification submitted to Si2 pursuant to this section 2.6 shall constitute a Contribution.

2.7 Each Contributor acknowledges and agrees that no guarantee is provided that a Contribution will be included within any future version or revision of the Package as distributed by Si2 to any Recipient.

2.8 Recipient acknowledges that no license to use any trademark, service mark or certification mark is granted in this Agreement. Recipient agrees not to use any trademark, service mark or certification mark, or to distribute any product or service in any manner, that implies that or would be likely to create confusion as to whether Si2 has given any certification with respect to any product or service without the prior written consent of Si2.

3. DISTRIBUTION REQUIREMENTS

3.1 A Recipient may choose to distribute and sublicense the Package under the license granted in section 2.1(d) under its own license agreement, provided that: (a) the Recipient is and remains a Project Member in good standing, (b) the terms and conditions of such license agreement:

(i) effectively disclaim on behalf of Si2 and all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and

(ii) effectively exclude on behalf of Si2 and all Contributors all liability for damages, including, but not limited to, direct, indirect, special, incidental and consequential damages.

3.2 Each Recipient that distributes the Package must preserve all copyright and other notices that appear in the Package. In addition, each Recipient that distributes the Package must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows its licensees to identify the originator of the Contribution.

3.3 While this license is intended to facilitate the commercial use of the Package, a Recipient who distributes the Package to third parties must do so in a manner that does not create potential

liability for Si2 or other Contributors. Therefore, if a Recipient distributes the Package to third parties, such Recipient (in such capacity, a "Distributing Contributor") hereby agrees to defend and indemnify Si2 and every other Contributor ("Indemnified Party") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Party to the extent caused by the acts or omissions of such Distributing Contributor in connection with its distribution of the Package to third parties. The obligations in this section do not apply to any claims or losses relating to any actual or alleged intellectual property infringement. In order to qualify, an indemnified party must: a) promptly notify the Distributing Contributor in writing of such claim, and b) allow the Distributing Contributor to control, and cooperate with the Distributing Contributor in, the defense and any related settlement negotiations. The indemnified party may participate in any such claim at its own expense.

3.4 The Recipient shall not export or re-export the Package without any necessary export compliance licenses from the United States government and governments of other applicable jurisdictions.

3.5 The Recipient shall only distribute or sublicense the Package under terms that provide a sublicense to, but not any ownership rights in, the Package, and that impose on the sub-licensee all restrictions applicable to Recipient under this Agreement, including without limitation those set forth in Sections 3.4 and 6.2.

4. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PACKAGE IS PROVIDED 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. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Package and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of Package errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

5. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR SI2 (INCLUDING ANY LICENSOR OF SI2) NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PACKAGE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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6. GENERAL

6.1 If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

6.2 If a Distributing Contributor distributes any Package, which includes such Contributor's Contributions, and does not submit such Contribution to Si2 within thirty (30) days of distribution and thereafter does not submit such Contribution within Thirty (30) days after written notice from Si2 of such failure, any licenses granted to such Distributing Contributor under this Agreement shall terminate immediately. Furthermore, in the event of any material breach of this Agreement by Recipient, other than any failure described in the immediately preceding sentence, Si2 shall be entitled to terminate this Agreement and Recipient's licenses hereunder upon notice to Recipient. In addition, any termination of any other agreement between Si2 and Recipient relating to the software contained in the Package on account of Recipient's breach thereof shall entitle Si2 to terminate this Agreement and Recipient's licenses hereunder upon notice to Recipient.

6.3 If any Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Package (excluding combinations of the Package with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2.2 shall terminate as of the date such litigation is filed, provided, however, that such Recipient's rights under Section 2.2 shall not terminate if the patent litigation is solely with respect to (i) activities outside the scope of licenses granted by Si2, and sublicenses authorized by Si2, for the Package, or (ii) an entity whose rights granted under Section 2.2 for the Package have previously been terminated under this Section 6.3 or similar provision under any new version of this Agreement as set forth in Section 6.5.

6.4 If Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Package immediately. However, Recipient's obligations under this Agreement and any licenses previously granted by Recipient relating to the Package shall continue and survive.

6.5 Si2 may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. The Package may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Package under the new version.

6.6 This Agreement is governed by the laws of the State of Texas and the intellectual property laws of the United States of America. Each party waives its rights to a jury trial in any resulting litigation.

6.7 If the Package or any portion of the Package has been licensed to Si2 by any third party, such licensor shall be a third party beneficiary of all terms of this Agreement benefiting Si2, including without limitation those relating to termination, warranty disclaimers and limitations of remedies. Recipient acknowledges and agrees that none of Si2's third party licensors shall have any liability to Recipient or any of Recipient's sub-licensees arising out of this Agreement or any use or distribution of the Package. Neither Si2 nor any of its licensors shall have any obligation to Recipient or any of Recipient's sub-licensees for any support or maintenance of the Package.

6.7 If the Package or any portion of the Package has been licensed to Si2 by any third party, such licensor shall be a third party beneficiary of all terms of this Agreement benefiting Si2, including without limitation those relating to termination, warranty disclaimers and limitations of remedies. Recipient acknowledges and agrees that none of Si2's third party licensors shall have any liability to Recipient or any of Recipient's sub-licensees arising out of this Agreement or any use or distribution of the Package. Neither Si2 nor any of its licensors shall have any obligation to Recipient or any of Recipient's sub-licensees for any support or maintenance of the Package.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE:

SILICON INTEGRATION INITIATIVE, INC.

RECIPIENT NAME (Company Name if Corporate License)

By: _____

By: _____

Name: John Ellis

Name: _____

Title: Executive Vice-President, Engineering

Title: _____

Date: _____

Mailing Address: _____

Date: _____

Check Applicable Boxes Below (See 1. Definitions above)

- Si2 Project Member
- Si2 Corporate Member
- Si2 Exchange Member
- Si2 Academic Member
- Non-Si2 Member

Person Authorized to Receive Code:

(e-mail Address): _____

Phone Number: _____