

**The CHIPS Alliance Project  
Software Grant and Corporate Contributor License Agreement ("Agreement")  
(for contributions to specifications)**

Thank you for your interest in CHIPS Alliance Project a Series of LF Projects, LLC (the "Project"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Project must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Project and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Project, to authorize Contributions submitted by its designated employees to the Project, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign this Agreement using the electronic signature portal made available to you by the Project or its third-party service providers, or email a PDF of the signed agreement to [operations@chipsalliance.org](mailto:operations@chipsalliance.org). Please read this document carefully before signing and keep a copy for your records.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project. In return, the Project shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its charter at the time of the Contribution. Except for the license granted herein to the Project and recipients of software distributed by the Project, You reserve all right, title, and interest in and to Your Contributions.

**1. Definitions.**

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Project. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. 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.

"Contribution" shall mean the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project for inclusion in, or documentation of, any of the products owned or managed by the Project (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Project 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 Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

“Specification” shall mean a Final Specification as adopted by the Governing Board of the CHIPS Alliance Fund Charter.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent that You are legally entitled to grant the above license. You represent further that the employee of the Corporation designated as the Initial CLA Manager below (and each who is designated in a subsequent written modification to the list of CLA Managers) (each, a "CLA Manager") is authorized to maintain (1) the list of employees of the Corporation who are authorized to submit Contributions on behalf of the Corporation, and (2) the list of CLA Managers; in each case, using the designated system for managing such lists (the "CLA Tool").

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your 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.

7. Should You wish to submit work that is not Your original creation, You may submit it to the Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. It is your responsibility to use the CLA Tool when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the list of the CLA Managers.

9. Specification contributions.

9.1. In addition, any Contributions to a Specification will also be made with the patent commitments contained in, and subject to the obligations contained in, the Open Web Foundation Final Specification Agreement (OWFa 0.9) (Necessary Claims, available at <http://www.openwebfoundation.org/legal/the-0-9-agreements---necessary-claims/agreement-09>) with respect to such contributions, except that You need not make commitments with respect to patent claims that are not necessarily infringed by Your contributions, or implementations thereof, or by combination of their contribution, or implementations thereof, with the work to which such contribution was submitted. A copy of the OWFa 0.9 (Necessary Claims) is attached hereto as Exhibit A. For the avoidance of doubt, for Contributions made to each Specification, Section 6.8 of the OWFa 0.9 (Necessary Claims) shall be deemed to refer to the Specification to which the contributions are made.

9.2. You may elect to avoid undertaking further obligations under OWFa 0.9 (Necessary Claims) with respect to any subsequent contributions to a Released Specification (as defined in the Project's Technical Charter) at any time by providing thirty days' notice to the Governing Board of the CHIPS Alliance Fund (the "Governing Board"). Subsequent to opting out of a Released Specification, You may resume Your obligations at any time by also providing notice to the Governing Board. Opt-out notifications will be listed in a publicly-available document on a project website and/or in the relevant Project repository.

9.3. If You opt out of OWFa 0.9 (Necessary Claims) obligations as set forth in Section 9.2, You will not be bound to make patent commitments with respect to subsequent contributions to the Specification unless You either (1) resume Your obligations as set forth in Section 9.2, or (2) subsequently contribute any new material to the Specification. Patent commitments under OWFa 0.9 (Necessary Claims) for contributions that are made prior to an opt-out notification will remain in effect, including commitments for prior contributions included in subsequent releases of the Specification.

[Please complete and sign on the next page.]

*Adopted April 21, 2021*

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signatory E-mail: \_\_\_\_\_

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

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

Corporation Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initial CLA Manager Name: \_\_\_\_\_

Initial CLA Manager E-Mail: \_\_\_\_\_

PREVIEW - DO NOT SIGN

**Exhibit A**  
**Open Web Foundation Agreement**  
**Version 0.9**

1. The Purpose of this Agreement. This Agreement sets forth the terms under which I make certain copyright and patent rights available to you for your Implementation of the Specification. Capitalized terms are defined in the Agreement's last section.
2. Copyright.
  - 2.1. Copyright Grant. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement the Specification to the full extent of my copyright interest in the Specification.
  - 2.2. Attribution. As a condition of the copyright grant, you must include an attribution to the Specification in any derivative work you make based on the Specification. That attribution must include, at minimum, the Specification name and version number.
3. Patents.
  - 3.1. Patent Non-Assert.
    - 3.1.1. The Promise. I, on behalf of myself and my successors in interest and assigns, irrevocably promise not to assert my Necessary Claims against you for your Implementation, subject to the following. This is a personal promise directly from me to you, and you acknowledge as a condition of benefiting from it that no rights from me are received from suppliers, distributors, or otherwise in connection with this promise. This promise also applies to your making, using, selling, offering for sale, importing or distributing an implementation of any subsequent derivative works incorporating the Specification 1) only to the extent that it implements the Specification, and 2) so long as all required portions of the Specification are implemented. This promise does not extend to any portion of the derivative work that was not included in the Specification.
    - 3.1.2. Termination.

3.1.2.1. As a Result of Claims by You. All rights, grants, and promises made by me to you under this Agreement are terminated if you file, maintain, or voluntarily participate in a lawsuit against me or any person or entity asserting that its Implementation infringes your Necessary Claims, unless that suit was in response to a corresponding suit first brought against you.

3.1.2.2. As Result of Claims by a Related Entity. If a Related Entity of mine files, maintains, or voluntarily participates in a lawsuit asserting that an Implementation infringes its Necessary Claims, then I relinquish any rights, grants, and promises I have received for the Specification from other signatories of this Agreement, unless a) my promise to you was terminated pursuant to section 3.1.2.1, or b) that suit was in response to a corresponding suit first brought by you against the Related Entity.

3.1.3. Additional Conditions. This promise is not an assurance (i) that any of my copyrights or issued patent claims covers an Implementation or are enforceable or (ii) that an Implementation would not infringe intellectual property rights of any third party. Notwithstanding the personal nature of my promise, this promise is intended to be binding on any future owner, assignee or exclusive licensee who has been given the right to enforce any Necessary Claims against third parties.

3.1.4. Bankruptcy. Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code and any equivalent law in any foreign jurisdiction, this promise will be treated as if it were a license and you may elect to retain your rights under this promise if I (or any owner of any patents or patent applications referenced herein), as a debtor in possession, or a bankruptcy trustee, reject this non-assert.

3.2. Patent License Commitment. In addition to rights granted in 3.1, on behalf of me and my successors in interest and assigns, I agree to grant to you a no charge, royalty free license to my Necessary Claims on reasonable and non-discriminatory terms solely for your Implementation.

4. Good Faith Obligation. I agree that I have not and will not knowingly take any action for the purpose of circumventing my obligations under this Agreement.

5. Disclaimers. THIS SPECIFICATION IS PROVIDED "AS IS." I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Specification. The entire risk as to implementing or otherwise using the Specification is assumed by the Specification implementer and user. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF

INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. All of my obligations under Section 3 regarding the transfer, successors in interest, or assignment of Necessary Claims will be satisfied if I notify the transferee or assignee of any patent that I know contains Necessary Claims of the obligations under Section 3. Nothing in this Agreement requires me to undertake a patent search.

6. Definitions.

6.1. Agreement. “Agreement” means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for the particular Specification.

6.2. Bound Entities. “Bound Entities” means the entity listed below and any entities that the Bound Entity Controls.

6.3. Control. “Control” means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

6.4. I, Me, or My. “I,” “me,” or “my” refers to the signatory below and its Bound Entities, if applicable.

6.5. Implementation. “Implementation” means making, using, selling, offering for sale, importing or distributing any implementation of the Specification 1) only to the extent it implements the Specification and 2) so long as all required portions of the Specification are implemented.

6.6. Necessary Claims. “Necessary Claims” are those patent claims that a party owns or controls, including those claims acquired after the Date below, that are necessary to implement the required portions (including the required elements of optional portions) of the Specification that are described in detail and not merely referenced in the Specification.

6.7. Related Entities. “Related Entities” means 1) any entity that Controls the Bound Entity (“Upstream Entity”), and 2) any other entity that is Controlled by an Upstream Entity that is not itself a Bound Entity.

6.8. Specification. “Specification” means the \_\_\_\_\_ version \_\_\_\_\_ specification as of the Date entered below.

6.9. You or Your. “You,” “you,” or “your” means any person or entity who exercises copyright or patent rights granted under this Agreement, and any person or entity you Control.

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