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

1.9 "**Recipient**" shall mean any OpenAccess Coalition Member who receives the Package under this Agreement.

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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.

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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.

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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.

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.

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

LEGAL COMPANY NAME

SILICON INTEGRATION INITIATIVE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Mailing Address:

Phone Number: _____

Date: _____

Person Authorized to Receive Code:

Name: _____

Title: _____

e-mail: _____