



INTELLECTUAL PROPERTY POLICY

An objective of The SPIRIT Consortium Inc. is to create and promote broad industry adoption of specifications that allows the packaging/wrapping of (i) design modules to be independent from specific system development tools, languages or architectures and (ii) an open standard Application Programming Interface for a common interface for a tool framework for the development flow of integrated circuits and systems. In order to achieve these objectives, The SPIRIT Consortium has developed this Intellectual Property Policy (“IP Policy”).

0. Definitions

“Affiliated Company” shall mean any legal corporate entity of which more than fifty percent (50 %) of the voting shares (or similar voting rights), are owned or controlled, directly or indirectly by a Member, or the ultimate parent company of a Party, but any such legal entity shall be considered to be an Affiliated Company only for so long as such control exists.

“Consortium” shall mean The Spirit Consortium Inc., as established under California Laws.

“Contributing Member” shall mean a Member other than a Member of the Board of Directors or a Reviewing Member, participating in a Working Group, having the right to access the Contributions made to this Working Group, and entitled to vote in such Working Group on selection of the Proposed Specifications for submission for the formal adoption or not by vote by the Board of Directors.

“Contribution” shall mean a submission, comment, suggestion or feedback by a Contributor to a Working Group for incorporation into, or to revise or modify, a Proposed Specification or portion thereof, or a Proof of Concept Report provided by a Contributor to a Working Group. A Contribution may be written (including e-mail) or oral. In order to qualify as a Contribution, any oral Contribution shall be confirmed in writing by the Contributor as soon as possible but in any event within fourteen (14) days as of the date of oral Contribution.

“Contributors” shall mean either or Members of the Board of Directors and Contributing Members.

“End User” shall mean any Member other than a Member of the Board of Directors or a Contributing Member, or any third party, including Affiliated Companies of Contributing Members, such as but not limited to IC manufacturers, IP providers and tool manufacturers, that will be using the Specifications.

“Essential IP” shall mean any Intellectual Property Rights that would necessarily be infringed by implementation of the Specification in that there is no technically feasible non-infringing alternative for implementing the relevant portions of the Specification.

The following shall not be deemed to constitute Essential IP:

- (a) a patent claim not necessarily infringed by implementation of the Specification even if contained in the same patent as Essential IP;
- (b) patent claims which would be infringed only by:
 - (i) a portion of an implementation that is not required by the Specification, as applicable;
 - (ii) an enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Specification, as applicable, but is not itself expressly set forth in the Specification, as applicable (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, and the like);
 - (iii) the implementation of other published specifications or technology developed outside the framework of the Consortium and merely incorporated by reference in the body of the Contribution or Specification, as applicable; and
 - (iv) an optional implementation example contained in the Contribution or Specification, as applicable.

“Feedback” shall mean any submission, comment, suggestion or feedback, whether or not solicited, and however made by a Reviewing Member for incorporation into, or to revise or modify, a Specification or Proposed Specification or portion thereof. Feedback shall be deemed non confidential.

“Intellectual Property Rights” shall mean (a) all patents, industrial designs, utility models, utility certificates, certificates of invention, and other indicia of invention ownership (including any such rights granted upon reissue, division, continuation or continuation-in-part applications), and (b) semiconductor mask work rights, and (c) all copyright and all other literary property and author rights, database rights, and (d) rights relating to the protection of trade secrets and confidential information, and (e) any application, registration or renewal of the foregoing, or any right analogous to those set forth herein.

“Member” shall mean a Member of the Board of Directors, a Contributing Member, a Reviewing Member, or an Associate Member of The SPIRIT Consortium.

“Notice Period” shall have the meaning assigned to it in Section 1.5 hereof.

“Proof of Concept Report” shall mean a document the purpose of which is to demonstrate the feasibility of one or more aspects of the Specifications.

“Proposed Specifications” shall mean definitions or modifications to Specifications, proposed by a Working Group for formal adoption by The SPIRIT Consortium.

“Reviewing Member” shall mean a Member, other than a Member of the Board of Directors, or a Contributing Member, having the right to access the Proposed Specifications and provide Feedback.

“Associate Member” shall mean a Member, other than a Member of the Board of Directors, or a Contributing Member, having the right to access the Proposed Specifications and provide Feedback.

“Specification” shall mean a set of definitions, including a XML schema, that allows the packaging/wrapping of design modules to be independent from specific system development tools, languages or architectures and an open standard Application Programming Interface for a common interface for a tool framework for the development flow of integrated circuits and systems, as proposed by a Working Group and adopted and published by The SPIRIT Consortium.

“Board of Directors” shall mean the Board of Directors as defined in the Bylaws of The SPIRIT Consortium Inc.

“Working Group” shall mean a working group established by the Board of Directors of The SPIRIT Consortium to develop Specifications under procedures and directions established by the Board of Directors, and may consist of one or more Directors of the Board and/or Contributing Members.

Unless the context otherwise requires, the singular includes the plural and vice versa.

1. Policy

1.1. Agreement

Members of the Board of Directors shall agree to comply with this IP Policy as a condition of participating as Directors of the Board in the work of The Consortium, and the Board of Directors shall accept and divulge, subject to appropriate terms of confidentiality, Contributions to and from Contributing Members that have agreed to comply with this IP Policy.

In addition, the Board of Directors may accept and divulge, subject to appropriate terms of confidentiality, Contributions to and from Contributing Members participating in a relevant Working Group that have agreed in writing to comply with the obligations set forth in this IP Policy.

In addition, the Board of Directors may accept Feedback from Reviewing Members and Associate Members that have agreed in writing to comply with the obligations set forth in this IP Policy and may divulge such Feedback to Board Members and Contributing Members participating in a relevant Working Group.

Members of the Board of Directors, Contributing Members, Reviewing Members, and Associate Members will be required to sign a Membership Agreement, approved and released for signature by The SPIRIT Consortium.

- 1.2. A. Contributions to The Consortium
Members of the Board of Directors and Contributing Members shall make Contributions to one or more Working Groups.

Subject to the provisions of Section 1.5 hereof, Contributor and its Affiliated Companies agree not to assert any right in Essential IP owned or controlled by it or by its Affiliated Companies, as the case may be, against the use by any Member of the Board of Directors, Contributing Member or End User of the Specification(s) in accordance with the license granted to such Member of the Board of Directors, Contributing Member or to such End User as set forth respectively in Sections 1.4.1 and 1.4.2, and in Section 1.4.4 hereof, except with the unanimous consent of the Board of Directors. Contributions may not be withdrawn by a Contributor once made by a Contributor in a Working Group, other than as set forth in Section 1.5 hereof.

All Contributions disclosed by any Contributor in the course of participating in the work of a Working Group, and all Proposed Specifications and adopted Specifications prior to their publication by The SPIRIT Consortium shall be treated as confidential. All Contributions disclosed by any Contributor in the course of participating in a Working Group shall not be disseminated outside the relevant Working Group unless the relevant Working Group decides within four (4) weeks after receipt of the Contribution that such Contribution shall be considered for inclusion in a Specification or for use in a Proof of Concept Report, in which event such Contribution may be disseminated outside the relevant Working Group however only among the Members of the Consortium from the expiry of such four (4) weeks period. In case confidential information is disclosed, the terms and conditions of an appropriate confidentiality agreement shall govern such disclosure. It is anticipated that such confidentiality agreements will contain provisions enabling (i) disclosure of Contributions to the Contributing Members, subject to their participation in the Working Group to which the Contribution is made, and to any Member of the Board of Directors; and (ii) disclosure of Proposed Specifications to the Contributing Members, subject to their participation in the relevant Working Group to which Proposed Specification is made, to the Members of the Board of Directors and to the Reviewing Members and; and (iii) disclosure of the Specifications among the Board of Directors, prior to their publication.

- B. Feedback to the Consortium.
Reviewing Members and Associate Members are entitled to give Feedback. A Reviewing Member and its Affiliated Companies or an Associate Member agree not to assert any right in Essential IP, owned or controlled by it or by its Affiliated Companies, as the case may be, against the use by any Member of The SPIRIT Consortium or End User of the Specification(s) in accordance with the license granted to such Member or End User as set forth respectively in Sections 1.4.1 and 1.4.2, and in Section 1.4.4 hereof, except with the unanimous consent of the Board of

Directors. Feedback may not be withdrawn by a Reviewing Member or an Associate Member once given.

1.3. IPR Ownership

1.3.1 All Intellectual Property Rights, software and documentation created or developed by a Contributor (or Contributors as appropriate) shall be and remain owned by the respective Contributor (or jointly by the respective Contributors). Except as otherwise herein set out, protection or exploitation of such Intellectual Property Rights will be at the sole discretion and expense of the Contributor or Contributors. For the avoidance of doubt, all Intellectual Property Rights owned by Contributor prior to contribution into The Consortium, or generated or developed outside the ambit of The Consortium, will remain the property of that Contributor.

1.3.2 All Intellectual Property Rights, software and documentation created or developed by a Reviewing Member shall be and remain owned by the respective Reviewing Member. Except as otherwise herein set out, protection or exploitation of such Intellectual Property Rights will be at the sole discretion and expense of the Reviewing Member. For the avoidance of doubt, all Intellectual Property Rights owned by Reviewing Member prior to contribution into The Consortium, or generated or developed outside the ambit of The Consortium, will remain the property of that Reviewing Member.

Without prejudice to each Members' continuing ownership of Intellectual Property Rights in and to Contributions and Feedback as set forth in Section 1.3.1 and this Section 1.3.2, the entire copyright in and to the Proposed Specifications and Specifications as collections within the meaning of Article 2(5) Berne Convention for the Protection of Literary and Artistic Works shall be owned by The SPIRIT Consortium Inc..

1.4. Licensing of Contributions and Feedback

1.4.1 *Contributions*

At the time a Contribution is made by a Contributor, the Contributor grants to The SPIRIT Consortium Inc. without charge, a perpetual, royalty-free, irrevocable, worldwide, non transferable (except as provided under the provisions of Section 1.4.5), non-exclusive license with the right to sublicense, subject to the provisions of Section 1.4.3 and Section 1.4.4, under:

- all Intellectual Property Rights, owned or controlled by it or by any of its Affiliated Companies, embodied in such Contribution solely for the purpose of (i) developing the Specification(s); and (ii) distributing copies of the Proposed Specification(s) and the Specification(s) and
- all Essential IP, owned or controlled by it or by any of its Affiliated Companies, embodied in or used in connection with such Contribution solely for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the

Specification(s).

1.4.2 *Reviewing Members*

At the time Feedback is given by a Reviewing Member, such Reviewing Member grants to The SPIRIT Consortium Inc. without charge, a perpetual, royalty-free, irrevocable, worldwide, non transferable (except as provided under the provisions of Section 1.4.5), non-exclusive license with the right to sublicense, subject to the provisions of Section 1.4.3 and Section 1.4.4, under:

- all Intellectual Property Rights, owned or controlled by it or by any of its Affiliated Companies, embodied in such Feedback solely for the purpose of (i) developing the Specification(s); and (ii) distributing copies of the Proposed Specification(s) and the Specification(s) and
- all Essential IP, owned or controlled by it or by any of its Affiliated Companies, embodied in or used in connection with such Feedback solely for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s).

1.4.3 *Sublicense to Working Groups*

The SPIRIT Consortium Inc. shall grant a non-exclusive sublicense under the rights granted to The SPIRIT Consortium Inc. under Sections 1.4.1 and 1.4.2 to Members of the Board of Directors and Contributing Members participating in Working Groups, at their discretion, royalty-free but otherwise on reasonable and non discriminatory terms, solely for the purpose of developing the Specification(s).

1.4.4 *Sublicense to End Users*

The SPIRIT Consortium Inc. shall in its discretion grant a non-exclusive sublicense under the rights granted to The SPIRIT Consortium Inc. under Sections 1.4.1 and 1.4.2 as the same relate to Essential IP, to End Users, royalty-free but otherwise on reasonable and non discriminatory terms, solely for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s), provided that such End Users and their Affiliated Companies agree not to assert any right in their Essential IP, against the use by Members of The SPIRIT Consortium Inc. or by other End Users of the Specification(s) for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s).

1.4.5 *Transfer*

The SPIRIT Consortium Inc. may transfer rights and obligations (other than ownership of Intellectual Property Rights) under this IP Policy to a

standardization body responsible for promotion, maintenance, monitoring and enforcement of the Specification(s) and for the development of future revisions and extensions of the Specification(s).

Concurrently with such transfer, if desired by The SPIRIT Consortium Inc. and on conditions to be determined by the Board of Directors, The SPIRIT Consortium Inc. shall assign the entire copyright(s) in and to the Specification(s) as collection(s) to such standardisation body, without prejudice to each Members' continuing ownership of Intellectual Property Rights in and to each of the works forming part of such collections.

1.5. Review and Adoption of Proposed Specifications

To ensure that Members have an opportunity to review a Proposed Specification under consideration for intellectual property as well as technical or other matters, the Board of Directors shall circulate for review and comment each Proposed Specification, and a period of thirty (30) clear days (the "Notice Period") shall be allowed for such review and comment. However, by approval of the Board of Directors, the Notice Period may be reduced to not less than seven (7) full days in specific cases upon a finding that reducing the Notice Period will not adversely affect the purpose and intent of this IP Policy.

Within the same Notice Period each Contributor may provide a written objection that, solely with respect to one or more portions of the Proposed Specification not based on Contributor's own Contributions, Contributor is unwilling to license its Essential IP on the terms set forth in Section 1.4.1 or Section 1.4.2 above.

Within the same Notice Period, if a Contributor owns or controls Essential IP formed by patent claims that, if licensed, would require a payment of royalties by the Contributor to unaffiliated third parties, the Contributor may provide a written statement identifying the Essential IP involved and the amount of royalties involved. In deviation of Section 1.4, Essential IP thus identified shall not be licensed royalty-free but shall be subject to payment of royalties equal to the royalties the Contributor has to pay to the unaffiliated third parties. Portion(s) of the Proposed Specification with respect to which Contributor makes aforementioned statement may only be formally adopted by The SPIRIT Consortium Inc. upon unanimous consent of all the Members of the Board of Directors. Should this unanimous consent not be obtained, the portion(s) of the Proposed Specification concerned shall be removed from the applicable Proposed Specification.

In the event Contributor makes an objection pursuant to this Section 1.5, Contributor shall within the Notice Period identify to the Technical Director with reasonable particularity the portions of the Proposed Specification to which it objects and the relevant Essential IP of the Contributor that the Contributor believes are infringed by such portions of the Proposed Specification. The Board of Directors will then cooperate in good faith to attempt to resolve the concerns of the objecting Contributor within thirty (30) clear days of the date of the statement of objection Contributor made pursuant to this Section 1.5. If the Board of Directors and objecting Contributor are unable to resolve the objecting Contributor's concerns within such thirty (30)-day period, the portion(s) of the

Proposed Specification that involve Essential IP of the objecting Contributor shall be removed from the applicable Proposed Specifications.

1.6. The Board of Directors' Responsibilities

The Board of Directors are not responsible for identifying all Essential IP that may relate to a Specification, or for conducting inquiries into the legal validity or scope of Essential IP brought to their attention. For any licenses made available pursuant to this IP Policy, the determination of specific license terms and conditions, and evaluation of whether such license terms and conditions are reasonable and non discriminatory are not matters that are properly the subject of discussion or debate at a meeting of the Board of Directors considering the Specification.

2. Notices.

Notices in substantially the following form shall be included on all the Consortium Specifications:

- (a) THIS DOCUMENT IS AN AUTHORIZED AND APPROVED PUBLICATION OF THE SPIRIT CONSORTIUM INC. THE SPECIFICATIONS CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF THE SPIRIT CONSORTIUM INC. BUT MAY BE REFERRED TO AND UTILIZED BY THE GENERAL PUBLIC FOR ANY LEGITIMATE PURPOSE. THIS DOCUMENT MAY BE COPIED IN WHOLE OR IN PART PROVIDED THAT NO REVISIONS, ALTERATIONS, OR CHANGES OF ANY KIND ARE MADE TO THE MATERIALS CONTAINED HEREIN.
- (b) COMPLIANCE WITH THIS DOCUMENT MAY REQUIRE USE OF ONE OR MORE FEATURES COVERED BY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A CONSORTIUM MEMBER OR THIRD PARTY. NO POSITION IS TAKEN BY THE MEMBERS TO THE SPIRIT CONSORTIUM INC. WITH RESPECT TO THE VALIDITY OR INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT, WHETHER OWNED BY A MEMBER OF THE CONSORTIUM OR OTHERWISE. THE MEMBERS TO THE SPIRIT CONSORTIUM INC. HEREBY EXPRESSLY DISCLAIM ANY LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS BY VIRTUE OF THE CONSORTIUM SPECIFICATIONS, NOR DO THE MEMBERS TO THE CONSORTIUM UNDERTAKE A DUTY TO ADVISE USERS OR POTENTIAL USERS OF THE CONSORTIUM SPECIFICATIONS OF SUCH NOTICES OR ALLEGATIONS. THE SPIRIT CONSORTIUM INC. HEREBY EXPRESSLY ADVISES ALL USERS OR POTENTIAL USERS OF THIS DOCUMENT TO INVESTIGATE AND ANALYZE ANY POTENTIAL INFRINGEMENT SITUATION, SEEK THE ADVICE OF INTELLECTUAL PROPERTY COUNSEL AND, IF INDICATED, OBTAIN A LICENSE UNDER ANY APPLICABLE INTELLECTUAL PROPERTY RIGHT OR TAKE THE NECESSARY STEPS TO AVOID INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE SPIRIT CONSORTIUM INC. EXPRESSLY DISCLAIMS ANY INTENT TO PROMOTE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT

BY VIRTUE OF THE EVOLUTION, ADOPTION, OR PUBLICATION OF THE SPIRIT CONSORTIUM INC. SPECIFICATIONS.

- (c) THE SPIRIT CONSORTIUM INC. MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY SPECIFICATION, AND ANY COMPANY USING A SPECIFICATION SHALL DO SO AT ITS SOLE RISK, INCLUDING SPECIFICALLY THE RISKS THAT A PRODUCT DEVELOPED WILL NOT BE COMPATIBLE WITH ANY OTHER PRODUCT OR THAT ANY PARTICULAR PERFORMANCE WILL NOT BE ACHIEVED. THE SPIRIT CONSORTIUM INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, PROXIMATE OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING FROM THE USE OR IMPLEMENTATION OF THE SPIRIT CONSORTIUM INC. SPECIFICATIONS. THE SPIRIT CONSORTIUM INC. SPECIFICATIONS DEFINE ONLY ONE APPROACH TO COMPATIBILITY, AND OTHER APPROACHES MAY BE AVAILABLE IN THE INDUSTRY.

Appendix 1
Statement 1 Regarding IP Policy of The Spirit Consortium

Reference is made to Section 1.4.1 of the IP Policy for The SPIRIT Consortium:

1.4.1 *Contributions*

At the time a Contribution is made by a Contributor, the Contributor grants to the The SPIRIT Consortium without charge, a perpetual, royalty-free, irrevocable, worldwide, non transferable (except as provided under the provisions of Section 1.4.5), non-exclusive license with the right to sublicense, subject to the provisions of Section 1.4.3 and Section 1.4.4, under:

- all Intellectual Property Rights, owned or controlled by it or by any of its Affiliated Companies, embodied in such Contribution solely for the purpose of (i) developing the Specification(s); and (ii) distributing copies of the Proposed Specification(s) and the Specification(s) and
- all Essential IP, owned or controlled by it or by any of its Affiliated Companies, embodied in or used in connection with such Contribution solely for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s).

Clarification:

The SPIRIT Consortium hereby confirms that the perpetual, royalty-free, irrevocable, worldwide, non-transferable, non-exclusive license with the right to sublicense, under Intellectual Property Rights owned or controlled by Contributors or any of its Affiliated Companies, other than Essential IP owned or controlled by such Contributors or any of its Affiliated Companies, shall expire once the Specifications are developed and copies of the Specifications have been distributed.

Reference is made to Sections 1.4.3 and 1.4.4 of the IP Policy for The SPIRIT Consortium:

1.4.3 *Sublicense to Working Groups*

The SPIRIT Consortium shall grant a non-exclusive sublicense under the rights granted to The SPIRIT Consortium under Sections 1.4.1 and 1.4.2 to Contributing Members participating in Working Groups, at their discretion, royalty-free but otherwise on reasonable and non discriminatory terms, solely for the purpose of developing the Specification(s).

1.4.4 *Sublicense to End Users*

The SPIRIT Consortium shall at its discretion grant a non-exclusive sublicense under the rights granted to The SPIRIT Consortium under Sections 1.4.1 and 1.4.2 as the same relate to Essential IP, to End Users, royalty-free but otherwise on reasonable and non discriminatory terms, solely for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s), provided that such End Users and their Affiliated Companies agree not to assert any right in their Essential IP, against the use by The SPIRIT Consortium or by any End Users of the

Specification(s) for the purpose of making, having made, using, selling or otherwise disposing of products that conform fully with all relevant portions of the Specification(s).

Clarification:

The SPIRIT Consortium hereby confirms that it will only refuse to grant licenses to either Contributing Members or to End Users as described in Section 1.4.3 and 1.4.4 in exceptional circumstances, such as the situation where a Contributing Member or potential End User would challenge some of the IP incorporated in the Specifications.

Furthermore The SPIRIT Consortium will provide full transparency on the reasons why a certain Contributing Member or End User, as applicable, would not be granted the right to use the Specifications.

Reference is made to Sections 1.5 of the IP Policy for The SPIRIT Consortium:

1.5. Review and Adoption of Proposed Specifications

To ensure that (...) of this IP Policy.

Within the same (...) in Section 1.4.1 or Section 1.4.2 above.

Within the same Notice Period, if a Contributor owns or controls Essential IP formed by patent claims that, if licensed, would require a payment of royalties by the Contributor to unaffiliated third parties, the Contributor may provide a written statement identifying the Essential IP involved and the amount of royalties involved. In deviation of Section 1.4, Essential IP thus identified shall not be licensed royalty-free but shall be subject to payment of royalties equal to the royalties the Contributor has to pay to the unaffiliated third parties. Portion(s) of the Proposed Specification with respect to which Contributor makes aforementioned statement may only be formally adopted by The SPIRIT Consortium upon unanimous consent of all the members of the Board of Directors. Should this unanimous consent not be obtained, the portion(s) of the Proposed Specification concerned shall be removed from the applicable Proposed Specification.

In the event Contributor (...) shall be removed from the applicable Proposed Specifications.

Clarification:

The SPIRIT Consortium hereby confirms that in the event licensing of Essential IP by Contributors would result in payment of royalties by the Contributor to unaffiliated third parties, then Contributors would be allowed to charge a royalty equal to the royalty Contributor has to pay to the unaffiliated third parties provided that such royalty should be passed through to the relevant unaffiliated third parties and shall not be retained by Contributor, but otherwise licenses for Essential IP shall be royalty-free.

Appendix 2

Statement 2 Regarding IP Policy of Spirit Consortium

Reference is made to Section 0 of the IP Policy for the SPIRIT Consortium:

0. Definitions

“Specification” shall mean a set of definitions, including a XML schema, that allows the packaging/wrapping of design modules to be independent from specific system development tools, languages or architectures and an open standard Application Programming Interface for a common interface for a tool framework for the development flow of integrated circuits and systems, as proposed by a Working Group and adopted and published by The SPIRIT Consortium.

Clarification:

The SPIRIT Consortium hereby confirms that the “Specification” is intended to mean a set of definitions, inter alia, as defined above, and shall not mean, as defined herein:

- Functional IP in either analog or digital forms, including but not limited to hardware or software implementations of either a “Cell-based Integrated Circuit”, an “Array-based Integrated Circuit”, a “Platform-based Integrated Circuit”, or a “Custom ASIC”
- A specific connectivity architecture for an Integrated Circuit, including but not limited to: a switching fabric, interconnect between cells that is: synchronous, asynchronous or isochronous, FPGA-based, or relies on communication protocols including but not limited to such protocols as 8B/10B, GXS, XUAI or FibreChannel.
- Specific Integrated Circuit manufacturing processes, including but not limited to: Silicon-On-Insulator technology; FlipChip packaging technology; copper damascene process technology; low-k technology.

“Array-based Integrated Circuit” shall mean an Integrated Circuit fabricated using gate arrays or structured arrays where the transistors are prefabricated on the silicon and the design logic is defined by connecting the transistors to generate a wiring pattern to interconnect such gate arrays or structured arrays into a desired Integrated Circuit.

“Cell-based Integrated Circuit” shall mean an Integrated Circuit fabricated using one or more cells, megacells, megafunctions and cell libraries to generate a wiring pattern to implement the design logic to provide a desired Integrated Circuit that has functionality customized for a particular customer.

“Custom ASIC” shall mean an Integrated Circuit designed to meet only the application requirements for a particular customer by executing a particular application or function as defined by that particular customer, and not for executing general-purpose or multiple applications or functions (including microprocessors or chipsets), and whose functionality is defined by a particular customer for that Integrated Circuit.

“Integrated Circuit” shall mean an integrated unit comprising one or more active and/or passive circuit elements associated on one or more substrates, such unit forming, or contributing to the formation of, a circuit for performing electrical functions (including, if provided therewith, housing and/or supporting means).

“Platform” shall mean an interim Integrated Circuit of general applicability that is defined by design logic incorporated into a partially processed silicon wafer.

“Platform-based Integrated Circuit” shall mean an Integrated Circuit of less than general applicability that is fabricated from a Platform modified during the final manufacturing phase of the Integrated Circuit.