

RISC-V FOUNDATION MEMBERSHIP AGREEMENT

This RISC-V Foundation Membership Agreement ("Agreement") is made and entered into by and between RISC-V Foundation, a Delaware non-stock corporation ("Foundation"), and the undersigned person or entity that has executed this Agreement ("Member") and is effective with respect to the undersigned Member on _____, 20____ ("Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Foundation and Member agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls the Member, is controlled by the Member or is under common control with the Member, for so long as such Person remains an Affiliate of the Member. For purposes of this definition, "control" as to an entity means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity whether through the ability to exercise voting power, by contract or otherwise.

1.2 "Bylaws" means the Bylaws of the Foundation under Delaware law as then in effect and as amended from time to time.

1.3 "Compliant Portion" means only those specific portions of products or technologies or services (whether hardware, software or any combinations thereof) that implement and are compliant with any part of the applicable Final Specification.

1.4 "Contribution" means the written submission, written disclosure or confirmation in writing of an oral submission or disclosure of any technical information, proposed designs or improvements, recommendations, comments or other materials by a Member to the Technical Committee or relevant technical subcommittee with respect to the RISC-V ISA, including any such submission or disclosure or confirmation by email or text or posting on any website or server or other electronic transmission. Member and any Affiliate Contributions may be excluded solely as provided by and in compliance with Section 4 of this Agreement.

1.5 "Confidential Information" means (i) any Draft Specification or other working draft pertaining to the RISC-V ISA prior to its public release by the Technical Committee; (ii) any Contributions, until such time as such Contributions become part of any Specification that is publicly released by the Technical Committee, (iii) written materials marked as confidential at the time of disclosure, to the extent not included in any Specification that is publicly released by the Technical Committee; (iv) orally-disclosed material that is designated as confidential at the time of disclosure and set forth in a written memorandum sent to the Technical Committee within thirty (30) days after the original disclosure to the Technical Committee or any subcommittee, summarizing the Confidential Information sufficiently for identification, to the extent not included in any Specification that is publicly released by the Technical Committee; (v) any other non-public developments or other work product of any Committee, and (vi) all minutes of meetings of the Technical Committee or any technical subcommittee.

1.6 "Copyrights" means collectively any and all copyrights, registered and unregistered, as well as applications for registration, including in and to works of authorship and all other rights corresponding thereto throughout the universe, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof.

1.7 "Copyright License" is defined in Section 3 hereof.

1.8 "Core License" is defined in Section 3 hereof.

1.9 "Cover" means, with respect to a Contribution and a Necessary Claim, that the implementation of the Contribution within a Compliant Portion in the manner specified in the applicable Final Specification would, in the absence of a license granted under such Necessary Claim, infringe such Necessary Claim.

1.10 "Draft Specification" means any version of the Specifications designated as a Draft Specification and released to the public with version control by the Technical Committee, at any time prior to the public release of the Final Specification.

1.11 "Excluded Matters" is defined in Section 4 hereof.

1.12 "Final Specification" means the final version of the RISC-V ISA Specifications designated as the Final Specification as adopted and approved and publicly released by the Technical Committee.

1.13 "Intellectual Property Rights" means any and all rights in any intellectual property and intangible industrial property rights, including any and all Patents, Copyrights, Moral Rights, Trademarks, Trade Secrets, mask work rights, industrial rights, and database rights; and any and all rights similar, corresponding or equivalent to any of the foregoing anywhere in the universe.

1.14 "Licensable" means, with respect to a Patent or a claim of a Patent, the ability (whether through ownership, license or otherwise) of the Member to grant a license to the Foundation with respect to such Patent or claim without violating any law, rule, regulation or other legal obligation or breaching any agreement with a third party in existence at the time of such grant, and without the payment of other than de minimis royalties or other fees by Member to any unaffiliated third parties.

1.15 "License" and "Licenses" means each and all of the licenses granted by the Member under Section 3 of this Agreement.

1.16 "Member" means the undersigned Member. Any License or grant or other undertaking pursuant to this Agreement shall be deemed to be made by the undersigned Member on its own behalf and on behalf of each of its Affiliates.

1.17 "Members" means all Persons, regardless of membership class, who have executed a RISC-V Foundation Membership Agreement in the form of this Agreement and whose membership has not terminated pursuant to Section 6 of this Agreement, including Members who may become Members following the admission of the undersigned Member.

1.18 "Moral Rights" means any and all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" or any similar rights under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal or equitable theory.

1.19 "Necessary Claims" means claims of Patents, other than design patents and design registrations, that (i) incorporate or embody or reference any part of a Contribution of the Member or its Affiliate which are included in any Normative Element of any Final Specification, and (ii) are infringed by implementation of any Normative Elements where that infringement cannot be avoided by another technically reasonable non-infringing alternative for implementing the Normative Elements of such Final Specifications. Necessary Claims for these purposes do not include any claims: (a) other than those claims set forth above, even if contained in the same Patent as the Necessary Claims; (b) that if licensed would require the payment of other than de minimis royalties or other fees by Foundation or Member or any Affiliate of such Member to any unaffiliated third parties; (c) that are infringed by any enabling technologies that may be necessary to make or use any product or technology or portion thereof but are not themselves expressly set forth in the relevant Final Specification; (d) that are infringed by the implementation of other technologies developed elsewhere and merely referenced to in the body of the Final Specification; or (e) that are infringed by any portions of any product or technology or any combinations thereof that are not a Compliant Portion.

1.20 "Normative Elements" of the Final Specifications shall be deemed to include all architectural and interoperability requirements, including the Normative Elements of optional portions, of applicable Final Specifications. Optional features are considered "Normative Elements" for these purposes unless they are specifically and expressly identified in writing by the Technical Committee or any subcommittee thereof as informative. Implementation examples or any other material that merely illustrates the requirements of the Specifications are informative and not considered "Normative Elements."

1.21 "Original Specifications" means those Specifications for the RISC-V ISA listed in Exhibit A attached hereto and made a part hereof.

1.22 "Patents" collectively means any and all United States, international and foreign patents and utility models, patents pending, provisional and non-provisional patent applications, patents on file, and any and all divisions, foreign counterparts, continuations, continuations-in-part, reissues, continuing patent applications, re-examinations, substitutions or extensions thereof, and equivalent or similar rights anywhere in the universe in respect of inventions or discoveries.

1.23 "Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or other entity.

1.24 "RISC-V ISA" means any and all versions of the RISC-V Instruction Set Architecture ("ISA"), with version control and as adopted and approved for public release by the Technical Committee, including any and all Specifications for the ISA.

1.25 "Software License" is defined in Section 3.4.

1.26 "Specifications" means any version of any document or documents containing the draft or final specifications for the RISC-V ISA, including (i) the Original Specifications, (ii) any and all standards, specifications, designs, guidelines and other documentation incorporated into the RISC-V ISA, (iii) all Contributions of any Member incorporated into RISC-V ISA; and (iv) any other written information provided by a Member or Foundation or any other Person for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document to be considered for inclusion in the RISC-V ISA.

1.27 "Technical Committee" means the Technology Committee of the Foundation as defined in the Bylaws.

1.28 "Trademarks" means trade names, trademarks and service marks (registered and unregistered), trade dress and similar rights, and applications to register any of the foregoing.

1.29 "Trade Secrets" collectively means any and all trade secrets under applicable law and other rights in know-how and confidential or proprietary information, processing or manufacturing or technical information, and any and all documentation, data and/or databases related thereto.

2. MEMBERSHIP

2.1 Membership. Subject to the terms and conditions of this Agreement and the Bylaws, Member agrees to be a Member of Foundation with the rights and obligations set forth in this Agreement and the Bylaws. Member has reviewed, hereby approves and agrees to abide by the terms of this Agreement and the Bylaws. The membership classification of Member is as set forth in the Bylaws and confirmed in writing by Foundation.

2.2 Support for RISC-V Objectives. During the term of its membership in Foundation, Member is expected to support the free and open design, development and improvement of the RISC-V ISA, together with its software and hardware ecosystem for use in all computing devices.

2.3 Use of Name. Member may publicly disclose that it is a member of Foundation. However, Member may not identify any product or service as being sanctioned by, sponsored by or authorized by Foundation or the RISC-V ISA unless in accordance with policies and procedures which may be established by Foundation. Foundation has the right to include Member's name in any lists of Members published by Foundation and to announce that Member is a member of Foundation.

2.4 Fees. The Board of Directors of Foundation may establish reasonable fees or charges for participation in meetings or for other benefits of membership.

2.5 Expenses. Member will bear its own costs and expenses for its participation in Foundation, such as travel, employee compensation, and incidental expenses.

2.6 Antitrust Policies. Member agrees to comply with all applicable antitrust and unfair competition and other competition laws pertaining to Member's participation in Foundation and the design, development and improvement of the RISC-V ISA. Without limiting and in addition to the foregoing, Member agrees to fully comply at all times with the provisions of Article 15 (Anti-Trust) of the Foundation Bylaws and any policies of the Foundation adopted pursuant thereto. Nothing in this Agreement will be construed to require or permit conduct that violates any antitrust or unfair competition or other competition laws in any applicable jurisdiction.

3. INTELLECTUAL PROPERTY LICENSES

3.1 Contributions. Member may but is not required to make Contributions to the Foundation on behalf of itself and its Affiliates and Member acknowledges that the Foundation including any committee or subcommittee is not required to incorporate the Contribution or any part thereof into the RISC-V ISA. Member represents and warrants that to the best of its knowledge Member has the necessary rights to provide its Contributions to Foundation if, as and when provided. All Contributions made by Member shall be subject to the Licenses and the other provisions of this Section 3 except to the extent they are Excluded Matters pursuant to Section 4 hereof.

3.2 Grant of Core License to Foundation.

(a) In the event a Member makes a Contribution to the Foundation, Member on behalf of itself and its Affiliates agrees to and hereby grants to Foundation and its successors and permitted assigns a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, non-transferable (other than as provided by Section 8.1), non-assignable (other than as provided by Section 8.1) and sublicensable right and license throughout the universe to make, have made, use, sell, have sold, offer to sell, import, distribute and/or otherwise dispose of or exploit (directly and indirectly through intermediaries and without any obligation of accounting), any and all implementations of the RISC-V ISA, in each case solely under (i) any and all Necessary Claims now or in the future which cover any part of a Contribution of the Member or any Affiliate thereof which is incorporated into the applicable Specifications, and (ii) any and all other Contributions of the Member or any Affiliate thereof (including any Trade Secrets constituting part of such Contribution) which are incorporated into the applicable Specifications (the "Core License"); provided however that (1) this Core License grant shall not be applicable to any Contributions by Member which have been excluded by Member as an Excluded Matter solely provided by and in compliance with Section 4 hereof, and (2) this Core License does not extend to any part or function of a product or technology or any combination in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion.

(b) Without limiting the generality of the foregoing, the Foundation may grant sublicenses under the Core License, Copyright License and Software License in one or more tiers (i) under any other Membership Agreement and (ii) any other license agreement(s) as are approved by the Board of Directors or management of the Foundation from time to time in accordance with the Bylaws.

3.3 Grant of Copyright License to Foundation; Other Terms.

(a) Member on behalf of itself and its Affiliates further agrees to and hereby grants to Foundation and its successors and permitted assigns a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, non-transferable (other than as provided by Section 8.1), non-assignable (other than as provided by Section 8.1) and sublicensable right and license throughout the universe to copy, reproduce, distribute, display, perform (whether publicly or otherwise), prepare derivative works from, improve, modify, adapt and/or otherwise exploit any copyrightable matter, materials or other works constituting part of the Contribution made by Member and incorporated into a Specification (the "Copyright License"), other than any Source Code or Object Code subject to Section 3.4 hereof; provided however that this Copyright License grant shall not be applicable to any Contribution by Member which has been excluded by Member as an Excluded Matter solely as provided by and in compliance with Section 4 hereof. For the avoidance of doubt, the Copyright License does not include any license or immunity of any kind under any Patents.

(b) Member on behalf of itself and its Affiliates further agrees to and hereby does unconditionally and irrevocably waive and agree to not enforce against Foundation or any other Member or its Affiliates or any licensee or sublicensee of the Licenses granted to the Foundation hereunder any Moral Rights that any of Member or any Affiliate may have in any Contribution made by Member or any Affiliate and incorporated into the RISC-V ISA or any Specification thereof, other than a Contribution that is excluded as solely provided by and in compliance with to Section 4.

(c) Member further agrees on behalf of itself and its Affiliates that by virtue of its participation in any committee or subcommittee of Foundation, any and all Copyrights created in the collective work of such committee or subcommittee belongs exclusively to the Foundation. Member agrees to execute and deliver any other documentation (if any) required by Foundation to confirm such rights.

3.4 Grant of Software License to Foundation. Member on behalf of itself and its Affiliates further agrees to and hereby grants to Foundation a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, non-transferable (except as provided by Section 8.1), non-assignable (except as provided by Section 8.1) and sublicensable right and license throughout the universe to use copy, reproduce, distribute, display, perform (whether publicly or otherwise), prepare derivative works from, improve, modify, adapt and/or otherwise exploit each and all of (i) any computer source code ("Source Code") which is part of the Contribution made by Member or its Affiliate and (ii) any machine-readable or object code compiled or derived from any of the Source Code ("Object Code") (the foregoing the "Software License"), provided that (1) such Software License shall be subject to the further terms and conditions set forth in the attached Exhibit B to this Agreement and (2) this Software License grant shall not be applicable to any Contribution by Member which has been excluded by Member as an Excluded Matter solely provided by and in compliance with Section 4 hereof. For the avoidance of doubt, the Software License does not include any license or immunity of any kind under any Patents.

3.5 Time of Grant. The grant of the Copyright License, the Software License, and the Core License by Member and/or its Affiliates to Foundation hereunder will be automatic and effective in each case without any further action by any party on the day following the expiration of the applicable exclusion period, to the extent the Member has not

excluded the pertinent Contribution as an Excluded Matter solely in accordance with Section 4 below.

3.6 Grant of RISC-V ISA License to Member.

(a) Subject to the material compliance by the Member and any Affiliate thereof with the terms and conditions of this Agreement, Foundation agrees to and hereby grants to the Member a non-exclusive, perpetual, fully paid-up, royalty-free, right and license throughout the universe, for so long as Member remains a Foundation Member, to use, make, have made, offer for sale, sell, export, import, practice, copy, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works from, improve, modify, adapt and/or otherwise exploit (directly and indirectly through intermediaries and with no obligation of accounting) any Compliant Portion (the "Member License").

(b) The Member License granted to Member in subsection (a) above may be freely assigned or transferred by Member to (i) any of its Affiliates so long as its Affiliate becomes a Member of Foundation and enters into a Membership Agreement prior to or as part of such assignment or transfer, or (ii) as an integral part of the merger or consolidation of Member with another entity or the sale or other transfer of all or substantially all of the assets of Member.

(c) The Member License granted to Member in subsection (a) above also may be sublicensed by the Member to [(i)] any of its Affiliates (but only for so long as such Affiliate remains an Affiliate of such Member).

(d) The Member License granted to Member in subsection (a) above may be sublicensed by the Member or its Affiliates to service providers and subcontractors solely to the extent such sublicense is granted for Member's or such Affiliates' implementation or incorporation of the RISC-V ISA specifications into a Compliant Portion.

(e) Except as provided in the foregoing subsections, the Member License otherwise is not assignable or transferable or sublicensable by Member or any Affiliate and any such attempted assignment, transfer or sublicense shall be null and void. Without limiting the foregoing, Member agrees and acknowledges that it has no right or power to engage in and that it will not directly or indirectly engage in the wholesale or general redistribution of the RISC-V ISA Specifications or any right or license therein.

3.7 No Suit or Proceeding.

(a) Member shall not, and shall ensure that any of its Affiliates and any sublicensees of Member or such Affiliates (collectively with the Member, "Claiming Member") do not, file, institute, voluntarily participate in or threaten in writing to bring (in the form of a cease and desist letter or otherwise) any litigation or other adversarial proceeding in any jurisdiction at any time against any of (i) Foundation or any permitted sublicensee of Foundation, or (ii) any other Member or its Affiliate or any permitted sublicensee of any other Member, or (iii) any user of the RISC-V ISA who has entered into, is in compliance with, and is a licensee of the RISC-V ISA under an end user

license agreement of the Foundation (“EULA”) for the RISC-V ISA (“End User”), in which such Claiming Member alleges that any version or implementation or practice of the RISC-V ISA constitutes (x) infringement of any Necessary Claim to the extent incorporating or embodying or referencing any part of the Contribution of the Claiming Member or its Affiliate (other than Excluded Matters) or the Original Specifications or (y) an infringement or misappropriation of any other Intellectual Property Rights of the Claiming Member to the extent incorporating or embodying or referencing any part of the Contribution of such Claiming Member or the Original Specifications (in each case other than any Excluded Matters) (including a cross-claim or counterclaim in a legal action or other adversarial proceeding) (collectively "Claims"), unless (1) the Claiming Member retracts, dismisses or otherwise cures the making of such Claims within thirty (30) days of written notice from the Foundation, such other Member or sublicensee thereof, or End User (as applicable) referencing this Section 3.7 or (2) such Claim is made in the form of a defensive cross-claim or counterclaim solely in response and in defense of corresponding litigation or other adversarial proceedings first brought against such Claiming Member by an unaffiliated third party (other the Foundation or its successor or permitted assigns) regarding the subject matter hereof (with the foregoing (1) and (2) collectively the "Excepted Claims"). In the case of any such Claims other than the Excepted Claims, and without limiting any other rights or remedies of the Foundation, (A) the Claiming Member and its Affiliates shall be deemed to be in material breach of this Membership Agreement, and (B) the Member License granted to the Claiming Member in Section 3.6 hereof shall thereupon automatically terminate as to such Member and its Affiliates and any other sublicensee thereof without notice or the further action of the Foundation or any other party.

3.8 Transfer of Intellectual Property Rights to Third Parties. Any transfer by Member or any of its Affiliates to a third party of a Patent having Necessary Claims or other Intellectual Property Rights attributable to any Contribution of Member or any Affiliate shall be subject to the terms and conditions of this Agreement including but not limited to the Licenses granted by Member or its Affiliates hereunder.

3.9 Survival. Notwithstanding any contrary provision hereof, all Licenses and other rights granted to Foundation by Member hereunder on its own behalf or on behalf of any Affiliate prior to the termination or expiration of this Agreement or the termination of the membership of Member in the Foundation shall survive such termination or expiration hereof or such termination of membership and continue in full force and effect.

4. Exclusions of Necessary Claims and Contributions. A Member may exclude any Contribution of Member or any Affiliate thereof in whole or in part from the Core License under Section 3.2, the no suit or proceeding provisions in Section 3.7, and/or other Licenses granted to Foundation under this Agreement (collectively "Excluded Matters") by providing timely written notice of such intent to exclude the same to the Chair of the Technical Committee and the chair of any relevant subcommittee (“Exclusion Notice”) solely and strictly in accordance with the following procedures:

4.1 Draft Specifications. Specific Excluded Matters may be excluded by a Member only if that Member provides the required Exclusion Notice for such Excluded Matters to the required recipients within sixty (60) days after the public release of any Draft Specification which incorporates or is otherwise subject to the Excluded Matters. To the extent no Exclusion Notice is given within such time period, the Contributions of Member

and/or its Affiliates relating to or in connection with the Draft Specifications and all Necessary Claims shall continue to be subject to the Core License and other Licenses granted under this Agreement and may not be excluded.

4.2 Final Specifications. If (i) any Patent claim becomes a Necessary Claim by the time of the public release of the Final Specifications as a result of subject matter not present or apparent in the last publicly released Draft Specifications, or (ii) any Contributions of Member are first incorporated into the RISC-V ISA subsequent to such last Draft Specifications, then Member may exclude such new Necessary Claims or new Contributions (also, "Excluded Matters"), and only these new Excluded Matters, by providing the required Exclusion Notice for such new Excluded Matters to the required recipients within 60 days before the publication of the Final Specifications. To the extent no Exclusion Notice is given within such time period, the Contributions of Member or any Affiliate relating to or in connection with the Final Specifications and all Necessary Claims shall continue to be subject to the Core License and other Licenses granted under this Agreement and may not be excluded; provided however that if material new subject matter is added after public release of the Final Specifications, then a new exclusion period of sixty (60) days following [before] the public release of any subsequent Specifications shall be applicable for any new Excluded Matters.

4.3 Exclusion Notices.

(a) The Exclusion Notice for any excluded Contribution shall include references to and identify any issued Patents and published Patent applications embodying such excluded Contribution, including the patent number(s) or title and application number(s), as the case may be, for each of the issued Patent(s) or pending Patent application(s), and in the case of any relevant provisional or unpublished non-provisional Patent applications must provide either: (i) the text of the filed application; or (ii) identification of the specific part(s) of the Draft Specification whose implementation makes the excluded Contribution an infringement of a Necessary Claim, provided that subpart (ii) is chosen, the effect of the exclusion will be limited to the identified part(s) of the Draft Specification. If an issued Patent or pending Patent application that may contain Necessary Claims of Member or any of its Affiliates is not set forth in the Exclusion Notice, those Necessary Claims shall continue to be subject to the Core License under this Agreement and may not be excluded notwithstanding the exclusion of the corresponding Contribution as an Excluded Matter hereunder.

(b) The Exclusion Notice for any other Contribution of Member or any Affiliate must identify the specific part of the Contribution to be excluded. Any part of the Contribution not set forth in an Exclusion Notice shall continue to be subject to the Licenses under this Agreement and may not be excluded.

(c) For the avoidance of doubt and notwithstanding any contrary provision of this Agreement, Member shall have no right to exclude any Necessary Claim which embodies any Contribution or part thereof which is not an Excluded Matter under this Section 4, it being the intent of the parties that any Contribution made hereunder must include any corresponding Necessary Claim and may not be separately excluded.

5. Confidential Information.

5.1 Restrictions. The undersigned Member on its own behalf and on behalf of its Affiliates agrees that Confidential Information of the Foundation or any other Member is confidential and will be maintained in confidence with at least the same degree of care that Member uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Neither Member nor any of its Affiliates will at any time (i) disclose, distribute or use any of the Confidential Information of any other Member or its Affiliates or Foundation or any committee or subcommittee of Foundation for any purpose, except as necessary for its employees or contractors (under a comparable confidentiality agreement restricting disclosure, distribution and use solely to work done for Member) with a need to know for the purpose of developing or modifying the RISC-V ISA, or developing products based upon the same under the terms and conditions of this Agreement including the Member License, or (ii) incorporate such Confidential Information of Foundation or any other Member or its Affiliates (including the Contributions of any other Member or its Affiliates) into any Patent application or Copyright registration or other filing or registration or claim claiming inventorship or ownership in any jurisdiction. Any Confidential Information of Member incorporated in any Draft Specification or the Final Specification of the RISC-V ISA is permitted to be released solely upon the approval of the Technical Committee or as otherwise provided in the Bylaws. Any copies which are made will be marked “confidential,” “proprietary” or with a similar legend as on the original. The foregoing confidentiality obligations for any specific Confidential Information of a party will terminate (i) three (3) years from the original date of the submission or other disclosure by a Member of the relevant Confidential Information of such Member to the Technical Committee or any subcommittee thereof, or (ii) in the case of any Confidential Information of Foundation, three (3) years from the original disclosure of the relevant Confidential Information by the Foundation in writing to all of the Members.

5.2 Exceptions. Notwithstanding the foregoing, no Member or its Affiliates will be liable for the disclosure of any information that is:

- (a) in the public domain other than by the act or omission of Member or any of its Affiliates, or any employee or agent of the Member or its Affiliates in breach of this Agreement; or
- (b) rightfully received from an unaffiliated third party that is not subject to any obligation of confidentiality; or
- (c) rightfully known to the Member or its Affiliates without any limitation on use or disclosure prior to receipt from the disclosing party; or
- (d) independently developed by employees or contractors of Member or its Affiliates without reference to the Confidential Information of the disclosing party; or
- (e) disclosed as required by applicable law; or
- (f) made public by agreement of the Technical Committee; or
- (g) inherently disclosed in the manufacture, marketing, sale, distribution or maintenance of a product or service.

5.3 Survival. The rights and obligations of this Section will survive the termination of this Agreement and the termination of any membership of a Member.

6. TERM AND TERMINATION

6.1 Term. The Agreement will remain in full force and effect until the Member has terminated its membership or all Foundation memberships have otherwise been terminated by written notice.

6.2 Termination of Membership. The membership of a Member will terminate upon the occurrence of any of the following events:

- (a) Member terminates its membership in Foundation by providing written notice to Foundation;
- (b) Any defensive dermination event;
- (c) Any material breach of this Agreement by the undersigned Member or any Affiliate, not fully cured within thirty (30) days after written notice of breach by Foundation to Member; or
- (d) Such additional grounds as then provided in the Bylaws.

7. NO WARRANTY; LIMITATION OF LIABILITY

7.1 NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL CONTRIBUTIONS AND RISC-V ISA PROVIDED OR RELEASED HEREUNDER ARE PROVIDED AND RELEASED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO BREACH OF SECTION 5 (Confidential Information) OR SECTION 3.7 (No Suit or Proceeding), IN NO EVENT WILL ANY MEMBER, ANY AFFILIATE OF A MEMBER OR FOUNDATION BE LIABLE TO EACH OTHER OR ANY OTHER MEMBERS, ANY AFFILIATES OF OTHER MEMBERS OR FOUNDATION FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES FROM LOST PROFITS RELATING TO OR IN CONNECTION WITH THE RISC-V ISA OR THE OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF ANY MEMBER, MEMBER AFFILIATE OR THE FOUNDATION FOR ANY MISAPPROPRIATION, INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

8. OTHER PROVISIONS

8.1 No Transfer. Member may not transfer, assign, delegate or sublicense this Agreement or any of its rights or obligations under this Agreement without the prior written

consent of Foundation. Any purported transfer, assignment, delegation or sublicense without such consent will be null and void. The Foundation may transfer, assign and delegate this Agreement and all of its rights and obligations hereunder in connection with the merger or consolidation or transfer of all or substantially all of the assets of the Foundation to any successor entity.

8.2 Notice and Representative. All notices permitted or required under this Agreement must be in writing and must be sent to the address of the recipient party stated on the signature page, or such other address as the recipient party may designate by notice given in accordance with this Section. Member designates the representative identified in the signature page for the purpose of receiving notices under this Agreement. Member may change the designated representative and the address of such representative by written notice to Foundation. If Member fails to designate a representative, notice may be sent to Member at its address stated on the signature page. Any notices made under this Agreement may be delivered by hand, by overnight courier, by electronic mail or by first class prepaid mail, addressed to Member's designated representative or to the Foundation at the addresses provided on the signature page, and such notices will be deemed delivered (i) if sent by hand or electronic mail, at the time of delivery; (ii) if sent by overnight courier, on the next business day after the date of delivery to the courier with evidence of delivery from the courier; and (iii) if sent by first class prepaid mail, three (3) business days after the date of mailing.

8.3 No Joint Venture. Nothing contained in this Agreement and no action taken by any Member or Foundation will be deemed to render the Member or its Affiliates an employee, agent or representative of Foundation or any other Member or their Affiliates, or will be deemed to create a partnership, joint venture or syndicate among or between any of the Members or their Affiliates or with Foundation.

8.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written between the parties with respect to such subject matter.

8.5 Governing Law. All matters arising from or relating to or in connection with this Agreement will be governed by and construed under, and the legal relations among the parties hereto will be determined in accordance with, the laws of the State of Delaware, USA, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

8.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then that provision will be enforced to the maximum extent permissible in conformance with the intent of the parties, and the remaining provisions will remain in full force and effect.

8.7 Amendments. This Agreement may be amended in accordance with the requirements of the RISC-V Foundation Bylaws.

8.8 Waivers. The waiver by any party of a breach of any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this

Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile signatures shall be deemed to be original signatures for purposes hereof.

8.10 Interpretation. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. When the context requires, the plural shall include the singular and the singular the plural, and any gender shall include any other gender. Each of the parties has had this Agreement reviewed by its own legal counsel and no provision of this Agreement shall be interpreted or construed against any party because such party or its counsel was the drafter thereof. Notwithstanding any contrary provision of this Agreement, whenever the words “include,” “includes” or “including” or any other variation are used in this Agreement, such words shall be deemed to be followed by the words “without limitation.”

8.11 Further Assurances. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to carry the provisions of this Agreement into effect.

8.12 Authority. Each of the parties represents and warrants that such party has the legal power and authority to enter into and perform its obligations under this Agreement, and that this Agreement has been executed and delivered by its duly authorized officer or employee or representative, and that when executed and delivered this Agreement will constitute a valid and binding obligation of such party, and where expressly indicated, its Affiliates, and will be enforceable against such party, and where expressly indicated, its Affiliates, in accordance with its terms.

[Signature Page to Follow]

[SIGNATURES and ADDRESSES]

This Agreement shall be effective when it is accepted by the Foundation.

MEMBER

By: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Address: _____

Phone Number: _____

e-mail Address: _____

Membership Level
(Check one – refer to RISC-V Foundation Bylaws Article 12):
_____ Platinum _____ Gold _____ Silver _____ Auditor _____ Individual



RISC-V FOUNDATION

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTED AND CONFIRMED AS TO THE
FOLLOWING MEMBERSHIP LEVEL: _____

**EXHIBIT A
ORIGINAL SPECIFICATIONS**

Andrew Waterman, Yunsup Lee, David A. Patterson, and Krste Asanović, "The RISC-V Instruction Set Manual, Volume I: Base User-Level ISA", Technical Report UCB/EECS-2011-62, EECS Department, University of California, Berkeley, May 13, 2011

Andrew Waterman, Yunsup Lee, David Patterson, Krste Asanović, "The RISC-V Instruction Set Manual, Volume I: User-Level ISA Version 2.0", Technical Report UCB/EECS-2014-54, EECS Department, University of California, Berkeley, May 7, 2014

Andrew Waterman, Yunsup Lee, Rimas Avizienis, David A. Patterson, and Krste Asanović, "The RISC-V Instruction Set Manual, Volume II: Privileged Architecture Version 1.7", Technical Report UCB/EECS-2015-49, EECS Department, University of California, Berkeley, May 9, 2015.

Andrew Waterman, Yunsup Lee, David A. Patterson, and Krste Asanović, "The RISC-V Compressed Instruction Set Manual, Version 1.7", Technical Report UCB/EECS-2015-157, EECS Department, University of California, Berkeley, May 28, 2015.

Andrew Waterman, Yunsup Lee, David Patterson, Krste Asanović, "The RISC-V Instruction Set Manual, Volume I: User-Level ISA Version 2.1", Technical Report UCB/EECS-2016-118, EECS Department, University of California, Berkeley, May 31, 2016.

Andrew Waterman, Yunsup Lee, Rimas Avizienis, David A. Patterson, and Krste Asanović, "The RISC-V Instruction Set Manual, Volume II: Privileged Architecture Version 1.9", Technical Report UCB/EECS-2016-129, EECS Department, University of California, Berkeley, July 8, 2016

EXHIBIT B

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