

NVIDIA® Tegra® Software License Agreement – Tegra Linux Driver Package

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE (AS DEFINED BELOW) THE END USER OF THE LICENSED MATERIALS (“YOU” OR “LICENSEE”) AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- ☐ DO NOT (A) DOWNLOAD, INSTALL, COPY THE SOFTWARE; OR (B) ACCESS OR USE THE LICENSED MATERIALS; AND
- ☐ PROMPTLY DESTROY THE LICENSED MATERIALS, OR RETURN THEM TO THE PARTY FROM WHOM YOU ACQUIRED IT.

NVIDIA Tegra Software License Agreement– Tegra Linux Driver Package (the “Agreement”) is entered into by and between NVIDIA Corporation, a Delaware corporation, having its principal place of business at 2701 San Tomas Expressway, Santa Clara, CA 95050 (“NVIDIA”) and the individual person or single legal entity (“Licensee” or “You”) who acknowledges and agrees to fully abide the terms and conditions of this Agreement.

1. **DEFINITIONS.**

1.1 “Affiliate” means any company or legal entity that at various times controls, is controlled by, or is under common control with Licensee. Only for the purposes of this definition, “Control” means (a) direct or indirect ownership of at least fifty percent (50%) of the voting power of the shares or other securities for election of directors (or other managing authority) of the controlled or commonly controlled entity; (b) holding, directly or indirectly, the power to exercise more than fifty percent (50%) of the entity’s voting rights; or (c) holding, directly or indirectly, the power to appoint the majority of the members of the entity’s board of directors (or similar governing body), or in each case, the maximum percentage permitted where a lesser percentage is required in a jurisdiction. The parties shall be fully responsible for the actions / inactions of their Affiliates under this Agreement.

1.2 “Competitors” shall mean any company that develops, manufactures, produces, sells, distributes or licenses application processors, computers-on-chips, systems-on-chips, CPUs, DSPs or GPU technology.

1.3 “Confidential Information” shall mean (a) the Licensed Materials; (b) either parties’ technology, ideas, know-how, documentation, processes, algorithms and trade secrets embodied in the Licensed Materials; (c) any other information disclosed by either party to the other that is (i) identified as “confidential,” “proprietary” or with a similar legend at the time of disclosure, or (ii) if unmarked or disclosed orally or visually, are identified as confidential at the time of disclosure and confirmed by a written memorandum sent to the receiving party within thirty (30) calendar days of disclosure summarizing the confidential information sufficiently for identification; and (d) the terms and conditions of this Agreement.

Confidential Information shall not include any information which is (e) published or otherwise available to the public other than by breach of this Agreement by the receiving party; (f) rightfully received by the receiving party from a third party without confidentiality limitations; (g) independently developed by the receiving party or its Affiliates as evidenced by appropriate records; (h) known to the receiving party prior to its first receipt of same from the disclosing party as evidenced by appropriate records; (i) hereinafter disclosed by the disclosing party to a third party without restriction on disclosure; or (j) approved for public release by written authorization of the disclosing party.

1.4 “Contractor” shall mean any third party company or individuals, including but not limited to original device manufacturers, who Licensee engages for the purpose of such third party performing services for the benefit of Licensee in connection with this Agreement.

1.5 “Derivative Work(s)” means derivatives or modifications of the Licensed Materials created by Licensee or NVIDIA, or a third party on behalf of Licensee or NVIDIA respectively, which term shall include: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for work protected by topography or mask right, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (iii) for patentable or patented material, any improvement; and (iv) for material protected by trade secret, any new material derived from or employing such existing trade secret.

1.6 “Excluded License” means any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software distributed and/or combined with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

1.7 “Intellectual Property Rights” shall mean all proprietary rights, including all patents, trademarks, copyrights, know-how, trade secrets, mask works, including all applications and registrations thereto, and any other similar protected rights in any country.

1.8 “Licensed Materials” shall mean the Software, related documentation, Tegra development hardware (if applicable), and other materials as NVIDIA may deliver hereunder from time to time.

1.9 “Licensee Products” shall mean Licensee’s devices that have or will contain NVIDIA’s family of graphics, or media and communication, or applications processors and related Software (as defined below) supplied directly or indirectly by NVIDIA.

1.10 “Software” shall mean the NVIDIA Tegra Linux Driver Package, full or partial copies thereof, and any Derivative Work(s) thereto owned by NVIDIA.

2. **LICENSE.**

2.1 Grant. Subject to the terms and conditions of this Agreement, including applicable Exhibits, NVIDIA grants to Licensee and its Affiliates a personal, nonexclusive, worldwide, nonsublicensable, nontransferable, nonassignable and royalty-free right and license:

- (a) to execute, compile, reproduce, display, perform, modify, and to prepare and have prepared Derivative Work(s) of the Software (in source code form as provided by NVIDIA) solely to develop and customize Licensee Products for Licensee’s internal development purposes only;
- (b) to reproduce, transmit, transfer, distribute and sublicense object code forms of the Software and/or Derivative Work(s) and related documentation incorporated into Licensee Products with a form of end user license agreement that is as protective of NVIDIA’s Intellectual Property Rights as this Agreement;
- (c) for Contractors to exercise the foregoing rights of Section 2.1 of this Agreement solely on behalf of Licensee; and

- (d) NVIDIA may, in its sole discretion, require Licensee to accept, distribute, and/or incorporate certain modifications, updates, fixes, changes, or revisions to the Licensed Materials used in Licensee Products in a timely manner.

2.2 Reservation of Rights. NVIDIA reserves all rights not expressly granted to Licensee in Section 2.1 herein.

2.3 License Grant Back. Licensee hereby grants to NVIDIA and its Affiliates an exclusive, worldwide, irrevocable, perpetual, sublicensable (through multiple tiers of sublicensees), royalty-free right, fully paid-up right and license to the Derivative Work(s) (in source and object code form) created by Licensee's employees, Affiliates or Contractors so that NVIDIA may copy, modify, create Derivative Works thereof, to use, have used, import, make, have made, sell, offer to sell, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors) such Derivative Work(s) on a stand-alone basis or as incorporated into the Software or other NVIDIA products. For the sake of clarity, NVIDIA is not prohibited or otherwise restricted from independently developing new features or functionality with respect to the Licensed Materials.

2.4 Delivery Obligation of Derivative Work(s) Licensee shall deliver, upon NVIDIA's request, the Derivative Work(s) created by Licensee or on behalf of Licensee to NVIDIA pursuant to Section 2.3 of this Agreement.

3. **LIMITATIONS; OBLIGATIONS.**

3.1 Restrictions. Except as expressly permitted by this Agreement, Licensee shall not:

- (a) use the Software and/or the Derivative Work(s) created by Licensee or on behalf of Licensee on any non-NVIDIA application processors ("External Systems"), except on External Systems for the sole purpose of programming, configuration or performing diagnostics on an NVIDIA application processor;
- (b) reverse engineer, decompile, disassemble, modify or create derivative works of any portion of the Licensed Materials (in object code form) or allow any third party (including Licensee's Affiliates or Contractors) to do any of the foregoing;
- (c) sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign or transfer any rights, grant a security interest in, or transfer possession of the Licensed Materials to any third party without NVIDIA's express prior written consent;
- (d) distribute the Licensed Materials on a standalone basis; or
- (e) under any circumstances allow the Software to be used, pursuant to this Agreement, on NVIDIA's Competitors' software operating and/or hardware platforms.

3.2 No Implied Licenses. Nothing in this Agreement shall be construed as granting to Licensee by implication, estoppel or otherwise, (a) a license to any NVIDIA technology other than the Licensed Materials; or (b) any additional license rights for the Licensed Materials other than the licenses expressly granted in this Agreement.

3.3 Additional Licensing Obligations. Licensee acknowledges and agrees that it is Licensee's sole responsibility to obtain any, additional, third party licenses required to make, have made, use, have used, sell, import, and offer for sale Licensee Products that include or incorporate any third party technology such as operating systems, audio and/or video encoders and decoders or any technology from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies ("Third Party Components"). Licensee acknowledges and agrees that NVIDIA has not granted to Licensee under this Agreement any necessary patent rights with respect to those Third Party Components identified in the exhibits of this Agreement ("Third Party Licensing Terms and Notices"). As such,

Licensee's use of the Third Party Components may be subject to further restrictions and terms and conditions described in the Third Party Licensing Terms and Notices. Licensee acknowledges and agrees that Licensee is solely and exclusively responsible for obtaining any and all authorizations and licenses required for the distribution and/or incorporation of the Third Party Components specified in the Third Party Licensing Terms and Notices.

For the avoidance of doubt, except as expressly authorized by a separate written agreement by and between Licensee and Adobe Systems, Inc. ("Adobe"), Licensee has no right to distribute, sublicense, or otherwise commercialize Adobe's Third Party Components identified in Exhibit A-2.

Excluding Section 9.5 of this Agreement, Licensee acknowledges and agrees that NVIDIA may at various times update the Third Party Licensing Terms and Notices without any advance written notice to Licensee. Licensee agrees to be bound by such Third Party Licensing Terms and Notices as they may be updated. In the event that NVIDIA's license rights to the Third Party Components are terminated and/or expired, Licensee agrees NVIDIA shall no longer have the obligation to deliver such Third Party Components to Licensee affected by such termination and/or expiration.

Licensee shall, at its own expense fully indemnify, hold harmless, defend, and settle any claim, suit or proceeding that is instituted by a third party against NVIDIA and its officers, employees or agents, to the extent such claim, suit or proceeding is based on (a) a breach by Licensee of any of the representations and warranties in Section 7 ("Warranties") of this Agreement; or (b) Licensee's failure to fully satisfy and/or comply with the third party licensing obligations expressly contained in the Third Party Licensing Terms and Notices (a "Claim").

In the event of a Claim, NVIDIA agrees to:

- (a) promptly inform Licensee and furnish Licensee a copy of the Claim;
- (b) make commercially reasonable efforts to give such evidence in NVIDIA's possession, custody or control as is reasonable to Licensee, at Licensee's request and expense, specifically and reasonably applicable to the Claim;
- (c) provide Licensee commercially reasonable assistance in the defense thereof, at Licensee's expense; and
- (d) give Licensee sole control of the defense thereof and all negotiations for its settlement and compromise, which shall not be finalized without the prior written consent of NVIDIA.

NVIDIA's failure to promptly notify Licensee shall not relieve Licensee of any liability or obligations that it has to NVIDIA, except to the extent Licensee demonstrates that the defense of such action is prejudiced by the failure or delay in giving notice. If NVIDIA retains counsel, it will be at NVIDIA's own expense.

In the event of a Claim, Licensee agrees to:

- (a) pay all damages finally awarded against NVIDIA or agreed upon in settlement by Licensee, which shall not be finalized without the prior written consent of NVIDIA, (including other reasonable costs incurred by NVIDIA, including reasonable attorneys fees, in connection with enforcing this paragraph);
- (b) reimburse NVIDIA for any licensing fees and/or penalties incurred by NVIDIA in connection with a Claim; and
- (c) immediately procure/satisfy the third party licensing obligations expressly contained in the Third Party Licensing Terms and Notices.

3.4 Proprietary Rights Notices. Licensee shall not remove, alter or obscure any copyright, trademark, patent notices or other proprietary rights notices that appear on the Licensed Materials. Licensee shall use commercially reasonable efforts to require its channel entities to comply with the provisions of this Section 3.4.

3.5 No Excluded Licenses. The licenses granted in Section 2.1 do not include the right to, and Licensee shall not: (a) create Derivative Work(s) of the Licensed Materials in any manner that would cause the Licensed Materials, in whole or in part, to become subject to the terms of an Excluded License; or (b) distribute the Licensed Materials (or Derivative Works thereof) in any manner that would cause the Licensed Materials, or any component thereof, to become subject to the terms of an Excluded License.

3.6 Source Code Protection. In addition to Licensee's restrictions and obligations in connection with the Licensed Materials set forth in this Agreement, Licensee agrees that source code to the Licensed Materials constitutes highly Confidential Information and proprietary trade secrets of NVIDIA and shall be protected by (a) the confidentiality obligations set forth in Section 5.1; and (b) any applicable non-disclosure agreement ("NDA"). In addition to the confidentiality obligations set forth in Section 5.1 and the NDA, Licensee agrees to the following:

- (a) Licensee shall only allow its employees, Contractors, and its Affiliates' employees and Contractors who have a need to know basis to use the source code to the Software in order for Licensee or its Affiliates to exercise their license rights under this Agreement, provided that any breach of this Agreement by such parties is considered Licensee's breach of this Agreement and Licensee shall be liable for such breach to the same extent as if it committed the breach itself. Upon NVIDIA's request, Licensee shall provide NVIDIA a list of all employees (including employees of Affiliates), and Contractors who have been granted source code access to the Licensed Materials and update and maintain the accuracy of this list at all times;
- (b) Licensee shall protect the source code of the Licensed Materials to the same degree as Licensee protects its own Confidential Information;
- (c) Licensee shall not grant third parties, excluding Affiliates or Contractors, access to the source code of the Licensed Materials;
- (d) Licensee shall restrict disclosure and access to and use of the Licensed Materials (in source code form) to those employees (including those of its Affiliates and/or Contractors) who have agreed to be bound by a written confidentiality agreement which incorporates the protections and restrictions no less protective than those set forth in this Agreement with respect to the Licensed Materials;
- (e) Licensee shall secure the source code to the Software and Licensed Materials in a secure location at all times;
- (f) Licensee shall not use the Licensed Materials and/or Derivative Work(s) created by Licensee to compete against NVIDIA or shall not use the Licensed Materials and/or Derivative Work(s) in litigation against NVIDIA; and
- (g) Licensee's employees, Affiliates, or Contractors who have been exposed to source code of the Licensed Materials shall not be permitted to use any ideas, techniques or know-how obtained from their respective use of the Licensed Materials for any engagement, including but not limited to services or product development (hardware or software) work for the benefit of NVIDIA's Competitors.

3.7 Defensive Suspension. If Licensee and/or its Affiliates commence or participates in any legal proceeding against NVIDIA, then NVIDIA may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this Agreement during the pendency of such legal proceedings.

4. OWNERSHIP; FEEDBACK.

4.1 By NVIDIA. Except as expressly licensed to Licensee under this Agreement, NVIDIA reserves all right, title and interest, including but not limited to all Intellectual Property Rights, in and to the Licensed Materials and any Derivative Work(s) made thereto by or on behalf of NVIDIA.

4.2 Feedback by Licensee. Licensee may, but is not obligated to, provide to NVIDIA any suggestions, comments and feedback regarding the Licensed Materials that are delivered by NVIDIA to Licensee under this Agreement (collectively, "Licensee Feedback"). NVIDIA may use and include any Licensee Feedback that Licensee voluntarily provides to improve the Licensed Materials or other related NVIDIA technologies. Accordingly, if Licensee provides Licensee Feedback, Licensee grants NVIDIA and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license grant to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize the Licensee Feedback in the Licensed Materials or other related technologies.

5. CONFIDENTIAL INFORMATION; ACCESS TO SOFTWARE.

5.1 Protection of Confidential Information. The parties shall not use or disclose any Confidential Information received from the other party, except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care which the receiving party uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. The parties shall not use the Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. The parties shall use commercially reasonable efforts to prevent any actual or threatened unauthorized copying, use or disclosure of Confidential Information, and shall promptly notify the other party of any such actual or threatened unauthorized disclosure or use. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the disclosing party, the disclosing party shall promptly notify the other party of the order or request and permit the other party (at its own expense) to seek an appropriate protective order.

For the sake of clarity, the parties agree that, notwithstanding the preceding paragraph, any and all information identified as Confidential Information (as defined in the NDA) by the disclosing party in connection with this Agreement shall also be protected under the NDA; provided, however, that in the event of any conflict between the confidentiality obligations pursuant to this Agreement and the obligations pursuant to the NDA with regard to any Confidential Information (as defined in the NDA) in connection with this Agreement, including, without limitation, the source code to the Licensed Materials, the terms of this Agreement shall prevail.

6. TERM; TERMINATION

6.1 Term. This Agreement and the licenses granted hereunder shall be effective as of the date Licensee first uses the Licensed Materials ("Effective Date") and continue for a period of one (1) year (the "Initial Term"), unless terminated in accordance with Section 6.2. Unless either party notifies the other party of its intent to terminate this Agreement at least one (1) month prior to the end of the Initial Term or the applicable renewal period ("Renewal Period(s)"), this Agreement will be automatically renewed for one (1) year Renewal Periods, provided however that this Agreement will automatically expire at such time when Licensee no longer intends to use the Licensed Materials for the authorized purposes described in this Agreement, at this time Licensee will comply with the termination provisions in Section 6.2 below.

6.2 Termination. Either party may terminate this Agreement immediately upon written notice for the material breach of the other party, which material breach is curable and has remained uncured for a period of thirty (30) days from the date of delivery of written notice thereof to the other party. Upon the termination or expiration of this Agreement,

- (a) Licensee shall (i) immediately cease using the Licensed Materials for any purpose whatsoever; (ii) immediately destroy or return to NVIDIA all materials belonging to NVIDIA, including without limitation all copies of the Software and NVIDIA Confidential Information then in Licensee's possession or control; and (iii) certify to NVIDIA in writing that it has done so; and
- (b) NVIDIA shall (i) immediately destroy or return to Licensee all materials belonging to Licensee that were provided to NVIDIA pursuant to this Agreement, including without limitation, Licensee's Confidential Information then in NVIDIA's possession or control; and (ii) certify to Licensee in writing that it has done so. These remedies shall be cumulative and in addition to any other remedies available to NVIDIA.

6.3 Survival. Those provisions in this Agreement, which by their nature need to survive the termination or expiration of this Agreement, The following Sections shall survive termination or expiration of the Agreement, including but not limited to Sections 1, 2.2, 2.3, 2.4, 3, 4, 5, 6.2 , 6.3, 7, 8, 9 and Exhibit A.

7. WARRANTIES

THE LICENSED MATERIALS ARE LICENSED FOR LICENSEE'S USE "AS IS" AND NVIDIA AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NVIDIA DOES NOT REPRESENT OR WARRANT THAT THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE CONTAINED THEREIN OR RESULTING THEREFROM WILL BE UNINTERRUPTED OR ERROR-FREE. NO INFORMATION OR ADVICE GIVEN BY NVIDIA, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

(A) Licensee represents and warrants that it has, or will have prior to the commercial release of the Licensee Products, a valid and current license to all the Third Party Components referenced in the exhibits of this Agreement, for use in connection with Licensed Materials provided pursuant to this Agreement and Licensee Products.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL:

(A) NVIDIA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, OF ANY KIND OR CHARACTER, INCLUDING LOST PROFITS, LOST REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF DATA OR USE, AND CLAIMS BY ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT; AND

(B) NVIDIA'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE FOR USE OF THE LICENSED MATERIALS. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. THIS EXCLUSION AND LIABILITY LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. GENERAL

9.2 Governing Law. This Agreement shall be governed in all respects by the laws of the United States and of the State of Delaware, without regard to the conflicts of laws principles thereof.

9.3 Jurisdiction. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement.

9.4 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

9.5 Amendments. The Agreement shall not be modified except by a written agreement that names this Agreement and any provision to be modified, is dated subsequent to the Effective Date, and is signed by duly authorized representatives of both parties.

9.6 No Waiver. No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement or under law, or to insist upon or enforce performance by the other party of any of the provisions of this Agreement or under law, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy; rather the provision, right, or remedy shall be and remain in full force and effect.

9.7 No Assignment. This Agreement, and each party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other party's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

9.8 Independent Contractors. NVIDIA's relationship to Licensee is that of an independent Contractor, and neither party is an agent or partner of the other. Neither party will have, and will not represent to any third party that it has, any authority to act on behalf of the other party.

9.9 Export Restrictions. The parties acknowledge that the Licensed Materials are subject to U.S. export control laws and regulations. The parties agree to comply with all applicable international and national laws that apply to the Licensed Materials, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

9.10 U.S. Government Legend. If Licensee is a branch or agency of the United States Government, the following provision applies. Any software provided under this Agreement, including any releases are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

9.11 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

9.13 No Third Party Beneficiaries. This Agreement is solely between NVIDIA and Licensee. There are no third party beneficiaries, express or implied, to this Agreement.

9.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contemplated herein, and merges all prior and contemporaneous communications.

Exhibit A

1. Coding Technologies/AAC+

Licensee shall be solely responsible for either obtaining a proper patent license under the Essential Patents for end products or to notify Licensee's respective customers of their obligations to obtain a proper patent license under the Essential Patents for end products in which the NVIDIA application processor(s) and/or the NVIDIA software package may be used. For the purpose of this paragraph, "Essential Patents" means patents which are infringed by the manufacture, offer for sale, sale (or other form of commercialization), use or import of products (hardware or software) implementing, incorporating, containing or using AACPLUSV2 or by the application of processes involving AACPLUSV2, including those which are infringed by any source code provided as part of any specification characterizing AACPLUSV2.

2. Thomson Multimedia/MP3

Supply of the Licensed Materials does not convey a license under the relevant intellectual property of Thomson Multimedia and/or Fraunhofer Gesellschaft nor imply any right to use the Licensed Materials in any finished end user or ready-to-use final product. An independent license for such use is required. For details, please visit:

<http://www.mp3licensing.com>

3. MPEG L.A., L.L.C./MPEG-2

USE OF THE APPLICABLE NVIDIA SOFTWARE PACKAGE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STREELE STREET, SUITE 300, DENVER, COLORADO 80206. NO LICENSE IS GRANTED HEREIN, BY IMPLICATION OR OTHERWISE, TO LICENSEE TO USE MPEG 2 INTERMEDIATE PRODUCTS MANUFACTURED OR SOLD BY LICENSEE.

4. MPEG-2 AAC

Licensee shall be solely responsible for either obtaining a valid and current license from AT&T Corp., Dolby Laboratories Licensing Corporation, Fraunhofer-Gesellschaft, and Sony Corporation for the applicable version of MPEG-2 AAC.

5. Fraunhofer-Gesellschaft MPEG-4 HE-AAC

Licensee understands and accepts that (a) it may be necessary to execute a patent license with the appropriate licensing entities in order to obtain all rights necessary to create Licensee's products; and (b) Licensee will contact the appropriate licensing entities, e.g. Via Licensing, and negotiate in good faith the adequate contracts, if any. In addition, it is hereby understood that in the event that, besides the Fraunhofer-Gesellschaft patents licensed through such appropriate licensing entities, any further Fraunhofer-Gesellschaft patent shall be required in order to use the Licensed Materials, Fraunhofer-Gesellschaft shall not request from Licensee any additional payment in order to receive a license to such further Fraunhofer-Gesellschaft patent, as long as Licensee remains a valid licensee of such appropriate licensing entity.

6. Microsoft Windows Media

Licensee acknowledges that Microsoft Windows Media is provided in object code form only, solely for the Licensee's own internal evaluation and testing purposes.

Licensee further acknowledges the following notice: "This product includes technology owned by Microsoft Corporation and cannot be used or further distributed without a license from Microsoft or a Microsoft affiliate."

7. Microsoft PlayReady or WMDRM technology

Licensee acknowledges that the Licensed Materials (i) contain a certain version of Microsoft PlayReady or WMDRM technology ("PlayReady Technology"); and (ii) are subject to certain intellectual property rights of Microsoft and cannot be used or distributed further without the appropriate license(s) from Microsoft.

Licensee represents and warrants that (i) Licensee holds a current and valid license under a PlayReady Device Agreement and Intermediated Product Distribution License, a PlayReady Final Product Distribution License, or a like agreement, with Microsoft or a Microsoft affiliate; and (ii) Licensee will use the PlayReady Technology provided under this Agreement in Licensees' software, hardware product, or service offering that (a) is intended for distribution to and/or use by end users; and (b) is in a final form with Licensee-owned brand and/or logo most prominently displayed brand in a fully functional user interface.

8. Ogg Vorbis Legal Information

Copyright (c) 2002, Xiph.org Foundation

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the Xiph.org Foundation nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXHIBIT A-2

Adobe Flash Demonstration and Evaluation License (“Adobe License”) Terms and Conditions

1. Software License. NVIDIA hereby grants to Licensee a non-exclusive, non-transferable, royalty free right to use, install, evaluate, test, demonstrate, publicly perform and display object code versions of the Adobe Software together with Licensee’s product. For the avoidance of doubt, Licensee has no right to distribute, sublicense, or otherwise commercialize the Adobe Software, unless and until Adobe confirms in writing that Licensee has entered into an appropriate license agreement with Adobe.

“Adobe Software” means the Adobe Flash Player software version 10 as modified by NVIDIA, in object code form as delivered by NVIDIA hereunder. NVIDIA may update the Adobe Software from time to time, in its sole discretion.

2. Period. Licensee’s limited license hereunder shall commence on the Effective Date and remain in effect until terminated by NVIDIA upon five (5) days written notice.

3. Rights. Licensee agrees that it shall take no action in furtherance of seeking any patent rights or other intellectual property rights to the Adobe Software. The Software shall be returned to NVIDIA within fifteen (15) days of the end of the Evaluation Period. Licensee shall have no rights to sublicense or distribute the Software.

4. Fees. There shall be no fees owed by either party under this Adobe License.

5. Delivery. NVIDIA shall deliver the Adobe Software to Licensee shortly after execution of this Adobe License.

6. Restrictions. Licensee does not have any rights to make use of the Adobe Software, or in any manner, copy, disseminate, or in any way circulate the Adobe Software other than as permitted under Section 1 above. Licensee shall limit access to the Adobe Software to its employees who need to know such information and who have agreed, either as a condition to employment or prior to obtaining the Adobe Software, to be bound by terms and conditions of confidentiality. The rights herein do not entitle Licensee to use the Adobe Software, or any technology or intellectual property contained within it, as reference or inspiration for developing or creating another product in any way based upon the Adobe Software. Licensee agrees not to decompile, reverse engineer, reverse assemble, disassemble, or otherwise reverse engineer or reduce the Adobe Software provided in object code form to a human-perceivable form.

7. Ownership. All right, title, and interest in the Adobe Software, shall be owned by Adobe. Except as set forth in Section 1 above, Licensee acquires no license to any NVIDIA or Adobe intellectual property rights pursuant to this Adobe License. The Adobe Software, and any partial or whole copies thereof, and all copyright, patent, trade secret and other intellectual property rights therein, are and remain the property of Adobe and NVIDIA. The provisions of this paragraph shall survive expiration or earlier termination of this Adobe License. NVIDIA does not directly or indirectly grant, or purport to grant, to Licensee any rights or immunities under Adobe’s intellectual property rights that will subject such intellectual property rights to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the Adobe Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

8. Effect of Termination. Upon termination, the rights granted hereunder shall cease and all materials furnished to Licensee by NVIDIA hereunder relating to the Adobe Software shall be returned to it promptly, together with any copies thereof.

9. Disclaimer. NVIDIA PROVIDES THE ADOBE SOFTWARE “AS IS” AND WITHOUT ANY WARRANTIES. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE ADOBE SOFTWARE IS ASSUMED BY LICENSEE. NVIDIA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE ADOBE SOFTWARE OR ANY OTHER INFORMATION PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

10. Limitation on Liability. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, NEITHER NVIDIA NOR ADOBE SHALL BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, HOWEVER CAUSED AND ON WHATEVER THEORY, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), THE FAILURE OR ASSERTED FAILURE OF NVIDIA TO PERFORM ITS OBLIGATIONS HEREUNDER, OR OTHERWISE, AND WHETHER OR NOT NVIDIA HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NVIDIA’s aggregate liability to Licensee or any third party arising out of or in connection with this Adobe License or any collateral agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to fifty dollars (US\$50).

11. Relief. As the unauthorized distribution of the Adobe Software may diminish the value to NVIDIA or Adobe of the proprietary interests that are the subject of this Adobe License, if Licensee breaches any of its obligations under this Adobe License, NVIDIA or Adobe shall be entitled to seek equitable relief to protect its interests therein, including but not limited to injunctive relief, as well as money damages.

12. Export Restrictions. The parties acknowledge that the Adobe Software is subject to U.S. export control laws and regulations. The parties agree to comply with all applicable international and national laws that apply to the Adobe Software, including the U.S. Export Administration Regulations and the United States Department of Commerce, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

13. Evaluation Feedback.

13.1 Feedback by Licensee. You must provide to NVIDIA any suggestions, comments and feedback regarding the Adobe Software (“Licensee Feedback”). NVIDIA and Adobe may use and include any Licensee Feedback that you provide to improve the Software or other technologies and / or products. Accordingly, you grant to NVIDIA, its subsidiaries, its affiliates and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees, including to Adobe), distribute (through multiple tiers of distributors), and otherwise commercialize the Licensee Feedback in the Adobe Software or other NVIDIA or Adobe technologies and/or products.

13.2 Confidential Information. Licensee Feedback is considered Adobe’s confidential information (“Adobe Confidential Information”). You shall not use or disclose any Adobe Confidential Information except as expressly authorized herein, and you shall protect all such Adobe Confidential Information using the same degree of care you use with respect to your own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You agree to take prompt and appropriate action to prevent unauthorized use or disclosure of any Adobe Confidential Information.

Exhibit E

(Open Source Portions)

Licensee agrees that the following terms and conditions shall apply to its use of certain portions (as referenced below) of the applicable software packages selected by the Licensee in connection with this Agreement. For the sake of clarity, Licensee agrees that the terms and conditions of the Agreement shall continue to govern Licensee's use of the Software and Licensed Materials. The parties agree that the capitalized terms used in this exhibit shall have the same meaning ascribed to such term in the Agreement or any amendment thereto.

1. NVIDIA agrees that the open source portions expressly licensed under terms and conditions of Excluded Licenses (collectively the "Open Source Portions"), shall not be subject to the restrictions set forth in the following section ("No Excluded Licenses") of the Agreement (or substantially similar provision in the Agreement signed by Licensee):

"3.5 No Excluded Licenses. The licenses granted in Section 2.1 do not include the right to, and Licensee shall not: (a) create Derivative Work(s) of the Licensed Materials in any manner that would cause the Licensed Materials, in whole or in part, to become subject to the terms of an Excluded License; or (b) distribute the Licensed Materials (or Derivative Works thereof) in any manner that would cause the Licensed Materials, or any component thereof, to become subject to the terms of an Excluded License."

2. Licensee agrees that it shall not externally distribute, license or otherwise disclose in any manner the Open Source Portions until the later of (a) the Licensee Products (as defined in the Agreement), that incorporates the Open Source Portions, in whole or in part, is commercialized and made generally available for sale; or (b) NVIDIA makes generally available to the public the Open Source Portions in source code form.
3. Except as noted otherwise in this Exhibit E, the terms and conditions of this Exhibit E will supercede any conflicting terms and conditions between Exhibit E and the Agreement.

EXHIBIT F

Licensee acknowledges and agrees with this following third party licensing obligations and/or notices in connection with its use of **(a) Tegra Linux Driver Package; and (b) Chromium:**

1. GNU General Public License 2.0

(For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the GNU General Public License. All third-party software packages are copyright by their respective authors. GNU General Public License is hereby incorporated into the Agreement by this reference.

<http://www.gnu.org/licenses/old-licenses/gpl-2.0.txt>

2. Apache License v2.0

(For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the Apache License. All third-party software packages are copyright by their respective authors. Apache License is hereby incorporated into the Agreement by this reference.

<http://www.apache.org/licenses/LICENSE-2.0.html>

3. BSD License

(For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the BSD License. All third-party software packages are copyright by their respective authors. BSD License is incorporated into the Agreement by this reference.

<http://www.opensource.org/licenses/bsd-license.php>

4. MIT License

(For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the MIT License. All third-party software packages are copyright by their respective authors. MIT License is hereby incorporated into the Agreement by this reference.

<http://www.opensource.org/licenses/mit-license.php>