

ADOPTER'S AGREEMENT

This is a patent license agreement among parties wishing to adopt the Open LDI Specification

ATTACHMENT A

ADOPTER'S AGREEMENT

1. Definitions

- 1.1 The "**Promoter**" is National Semiconductor Corporation and Affiliates.
- 1.2 "**Adopter**" is the entity named at the end of this Agreement.
- 1.3 "**Fellow Adopters**" are the Promoter and the Adopters who have executed an identical counterpart of this Agreement and delivered it to Promoter.
- 1.4 "**Affiliate**" is an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists.
- 1.5 "**Control**" means beneficial ownership of more than fifty percent of the voting stock or equity in an entity.
- 1.6 "**Necessary Claims**" means those claims, and only those claims, of all patents and patent applications, other than design patents and design registrations, throughout the world under which the Promoter or Adopter, as applicable, or its Affiliates has the right to grant licenses of the scope granted herein without such grant or the exercise of rights thereunder resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates) and which read on the Specification, where such claims would not be infringed but for compliance with the Specification and where such infringement could not have been avoided by any alternate method. Necessary Claims shall not include, and no license shall apply to, implementation examples of any form.
- 1.7 "**Specification**" is the specification entitled "Open LDI Specifications" authored and published by the Promoter and updates thereto issued by the Promoter.

2. Covenants

- 2.1 Grants of Licenses. Upon Promoter's and Adopter's execution of this Agreement, the following license is granted by Promoter to Adopter and by Adopter to all Fellow Adopters (including the Promoter), and the grants of all Fellow Adopters shall extend to Adopter. In each case, the Fellow Adopter and its Affiliates granting the license is referred to as the "Licensor."

Upon declaration by the Promoter of the final revision of the text of the Specification, Licensor grants to the Promoter and its Affiliates and to each Fellow Adopter and its Affiliates a non-exclusive, royalty-free, non-transferable, paid up, perpetual, non-sublicensable, worldwide license under its Necessary Claims to make, have made, use, import, offer to sell and sell and otherwise distribute the interface portions of products, whether hardware, software, or some combination of hardware and software, which implement and fully comply with the Specification so long as the interface portion of the licensee's product is fully compliant with such Specification; provided that such license shall not extend to features of a product which are not required to comply with the Specification.

- 2.2 Acceptance of Licenses. Adopter hereby accepts the Licenses granted hereunder.

- 2.3 Withdrawal. Adopter may withdraw at any time by providing written notice to the Promoter. The effect of such withdrawal is that all licenses granted by a withdrawing Adopter, with respect to the Specification and any updates thereto existing on the date of withdrawal, shall continue in full force and shall extend to entities who become Adopters and their Affiliates and customers as provided in the license even after such withdrawal. Further, the licenses granted to such Adopter shall continue to apply with respect to the Specification and any updates issued by the Promoter more than sixty (60) days prior to the date of withdrawal. No license shall be deemed granted or received by such Adopter as to the revision Specification adopted less than sixty (60) days prior to or at any time after the date of such withdrawal.

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2.4 Trademarks. No Adopter (including its Affiliates) shall obtain a trademark registration on the term, "VICI", "Video Interface Consortium International", "Open LDI", "Open LVDS Display Interface" or "LDI" without allowing the Fellow Adopters to use such terms as provided herein. The Adopter and its Affiliates hereby agree not to assert against any Fellow Adopter any trademark or trade name rights they may have now or hereafter in the name "Low Voltage Differential Swing Display Interface", "Video Interface Consortium International" "VICI", or any available name or logo adopted by the Promoter for use in or with the Specification, provided Adopter does not notify the Promoter in writing that it has such rights within thirty (30) days of receipt of Promoter's written notice of any such proposed available name or logo. Adopter shall notify the Promoter if it believes it possesses any such rights. The Adopter and its Affiliates will only use the name(s) and logo(s) specifically adopted and authorized by the Promoter to refer to the Specification and to products which fully comply with the Specification.

3. General

3.1 No Other Licenses. Adopter neither grants nor receives any license to or right to use any trademark, tradename, copyright, or maskwork hereunder. Except for the rights expressly provided by this Agreement, Adopter neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

3.2 No Warranty. Adopter acknowledges that the Specification is provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

3.3 Limitation of liability. IN NO EVENT WILL THE PROMOTER OR ANY ADOPTER BE LIABLE TO THE PROMOTER OR ANY OTHER ADOPTER FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED RELATIVE TO THE VALIDITY OR ENFORCEABILITY OF ANY PATENT LICENSED HEREUNDER, OR RELATIVE TO FREEDOM FROM INFRINGEMENT OF ANY THIRD PARTY PATENTS WHEN PRACTICING THE SPECIFICATIONS OR WITHIN THE SCOPE OF ANY LICENSED PATENT.

3.4 Governing Law. This Agreement shall be construed and controlled by the laws of California, without giving effect to its conflicts of law provisions. Any litigation arising out of this Agreement shall take place in California, and all parties irrevocably consent to jurisdiction of the state and Federal courts there.

3.5 Not Partners. Adopter understands that the Promoter and Adopters are independent companies and are not partners or joint venturers with each other. No party is authorized to make any commitment on behalf of any other.

3.6 Complete Agreement. This Agreement sets forth the entire understanding of the agreement between the Adopters and the Promoter and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of the parties.

3.7 Assurance of Authority. Adopter represents and warrants that it has the authority to enter into and execute this Agreement, and if it has one or more participating Affiliates, to bind all such participating Affiliates. If Adopter has such participating Affiliate(s), Adopter will specify in writing its participating Affiliates that will benefit from or be affected by this Agreement.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

3.9 Effective Date. This Agreement shall be legally binding when:

- 1) the Promoter has signed the Agreement,
- 2) the Adopter has signed the Agreement, and
- 3) the Agreement has been received via overnight courier or FAX to the attention of the Promoter .

- Notices. All notices under this Agreement shall be sent to:

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If to the Promoter:
National Semiconductor Corporation
2900 Semiconductor Drive
M/S A2-585
Santa Clara, CA 95051
Attn: Mitch Abbey
FAX: (408) 737-7218

If to Adopter:

Adopter:

Promoter:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Participating Affiliates :