

DIGITAL VISUAL INTERFACE SPECIFICATION REVISION 1.0 ADOPTER'S AGREEMENT

Certain Promoters have developed a digital display interface specification based upon Silicon Image's technology. This is a patent license agreement among parties wishing to adopt the *Digital Visual Interface Specification Revision 1.0*

ADOPTER'S AGREEMENT

As used in this Agreement:

- The **"Promoters"** are Intel Corporation, Silicon Image, Inc., Compaq Computer Corporation, Fujitsu Limited, Hewlett-Packard Company, International Business Machines Corporation, and NEC Corporation and their Affiliates.
- **"Adopter"** is the entity named at the end of this Agreement and such entity's Affiliates, provided that during the Adoption Period such entity (1) has executed this Agreement, (2) had the same Agreement also executed by a Promoter, and then (3) had the fully executed Agreement received by the Secretary.
- **"Adoption Period"** for any given Adopter means any time prior to the later of (i) the date one (1) year after the public release date of the Licensed Specification or (ii) the date one (1) year after such Adopter first sells a product that includes a Compliant Portion.
- **"Fellow Adopters"** are the Promoters and all Adopters.
- **"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. "Control" means beneficial ownership of more than fifty percent of the voting stock or equity in an entity.
- **"Compliant Portion"** means portions of products (hardware, software or combinations thereof) that implement and are Fully Compliant with the Digital Display Interfaces to provide an interface between a computer and a digital display.
- **"Digital Display Interfaces"** means the electrical interfaces, mechanical interfaces, signals, signaling and coding protocols, and bus protocols disclosed in, and required by, the Licensed Specification, including described options for such interfaces in the Licensed Specification.
- **"Necessary Claims"** shall mean those claims of all patents, other than design patents and design registrations, throughout the world entitled to an effective filing date prior to January 1, 2003, which a Promoter or Adopter, as applicable, or its Affiliates has the right, at any time during the term of this Agreement, 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 or to employees within the scope of their employment) and (i) which are necessarily infringed in order to implement and comply with the Digital Display Interfaces, where such infringement could not have been avoided by another commercially possible noninfringing implementation of such Digital Display Interfaces and licensee shall have the burden of proof to establish that a claim falls within the scope this clause (i), or (ii) for which infringement is based on an implementation of any example included in the body of the Licensed Specification. Necessary Claims shall not include, and no license shall apply to, (a) implementation examples included solely in any appendix, exhibit or other attachment to the Licensed Specification, (b) claims relating to semiconductor manufacturing technology, (c) claims not required to be infringed in implementing and complying with the Digital Display Interfaces even if in the same patent as Necessary Claims, or (d) claims relating to underlying operating system functionality not directly related to interfacing between a computer and a digital display.
- **"Licensed Specification"** means the document entitled *Digital Visual Interface Specification Revision 1.0* as finally adopted by the Promoters and authored and published by the Promoters.
- **"Fully Compliant"** means an implementation of all portions of the Digital Display Interfaces required for a specific type of product or component thereof.
- **"Secretary"** shall mean the Promoter chosen to administrate the Licensed Specification as the Promoters may determine from time to time. As of the effective date of this Agreement, the Secretary is Intel.

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Licenses:

- Grants of Licenses. The following license has been granted by the Promoters to all Adopters. Upon Adopter's execution of this Agreement during the Adoption Period, the agreement to license is granted by Adopter to all Fellow Adopters (including the Promoters), and the grants of all Fellow Adopters shall extend to Adopter. In each case, the party (Promoter, Adopter, or Fellow Adopter) and its Affiliates granting the license is referred to as the "Licensor."

Upon agreement by the Promoters as to the final version of the text of the Licensed Specification, Licensor hereby grants to each Promoter and its Affiliates and to each Fellow Adopter and its Affiliates a nonexclusive, nontransferable, royalty-free, nonsublicenseable, worldwide, perpetual, irrevocable, reciprocal license under its Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, lease, sell, promote and otherwise distribute Compliant Portions; provided that such license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

- Acceptance of Licenses. Adopter hereby accepts the licenses granted by the Fellow Adopters.
- Trademarks. The Adopter and its Affiliates hereby agree not to assert against any Promoter or any Fellow Adopter any trademark or trade name rights they may have now or hereafter in any name or logo adopted by the Promoters for use in connection with such Licensed Specification provided that the Adopter and its Affiliates have not provided notice of rights as set forth below. Prior to adoption of a new name or logo, the Promoters shall transmit a proposed name or logo to Adopter. Adopter shall have 30 days to notify the Secretary in writing if it possesses any rights to such name or logo. Failure to respond within such 30 days will waive any rights of Adopter to such proposed name or logo. The Adopter and its Affiliates will not use the name or logo adopted by the Promoters except to refer to the Licensed Specification and to products which implement a Compliant Portion.

General

- 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.
- No Warranty. Adopter acknowledges that the Licensed 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.
- Damages. In no event will Promoters, Adopter or Fellow Adopters be liable to the other 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.
- Governing Law. This Agreement shall be construed and controlled by the substantive laws of New York without reference to conflicts of laws principles. Any litigation arising out of this Agreement shall take place in New York, and all parties irrevocably consent to jurisdiction of the state and Federal courts there.
- Not Partners. Adopter understands that the Promoters are independent companies and are not partners or joint venturers with each other. While the Promoters may select an entity to handle certain administrative tasks for them, no party is authorized to make any commitment on behalf of all or any of them.
- Promoters as Beneficiaries. While only a single Promoter has executed this Agreement with Adopter, Adopter understands that all of the Promoters are beneficiaries of this Agreement and any Promoter is entitled to enforce its terms against Adopter.
- Complete Agreement. This Agreement sets forth the entire understanding of the agreement between the Adopters and the Promoters 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 all parties.
- Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and timely delivered shall be deemed an original, and such counterparts together shall constitute one instrument.



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- Effective Date. This Agreement shall be legally binding when during the Adoption Period:
 - 1) the Promoter has signed the Agreement,
 - 2) the Adopter has signed the Agreement, and
 - 3) the Agreement has been received via overnight courier to the attention of the Secretary
 - 4) **Notices:** All notices under this Agreement shall be sent to DDWG at:

Digital Display Working Group (DDWG)
 ATTN: DDWG Administrator
 PMB 511
 16420 SE McGillivray, Suite 103
 Vancouver, WA 98683

DDWG Adopters Contact Information:

Name: _____ Phone: _____
 Title: _____ Fax: _____
 Company Name: _____ Email: _____
 Address: _____

**AGREED:
ADOPTER**

Corp. Name: _____
 *Signed: _____
 Name: _____
 Title: _____
 Date: _____

PROMOTER

Corp. Name: _____
 Signed: _____
 Name: _____
 Title: _____
 Date: _____

* Please have this agreement signed by an officer who has authority to sign on behalf of your company with respect to its Intellectual property.