ATTACHMENT 2
Certain Founders have developed a digital media interface specification: High-Definition Multimedia Interface™ v. 1.0 (or “HDMI™”) and are offering a non-discriminatory license to implement HDMI. This is a license agreement among parties wishing to adopt the HDMI Specification v.1.0

This High-Definition Multimedia Interface Specification Revision 1.0 Adopter Agreement (the "Agreement") is made as of the Effective Date by and between the Agent and the Adopter as defined below.

**Adopter Contact Information**

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<tr>
<th>Company Name:</th>
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1. **Definitions.**

1.1 “Adopter” means the entity named as "Adopter" above and at the end of this Agreement, and includes the Affiliates of such entity.

1.2 “Affiliate” means with respect to any person or entity, an entity that now or hereafter directly or indirectly controls, is controlled by, or is under common control with such person or entity. “Control” means beneficial ownership of more than fifty percent (50%) of the voting stock or equity in an entity. Such entity shall be considered an “Affiliate” only so long as such “control” exists.

1.3 “Agent” means the entity chosen to administrate the promotion and licensing of HDMI as the Founders may determine from time to time. As of the Effective Date of this Agreement, the Agent is HDMI Licensing, LLC.

1.4 “Authorized Testing Center” shall mean a testing center authorized by the Founders in writing for the testing of products or components thereof (whether a chip, subsystem, or end-user product) that claim conformance to the High-Definition Multimedia Interfaces or that bear any Adopted Trademarks.

1.5 “Cable” means a Fully Compliant cable.

1.6 “Component” means a device (whether hardware, software, or combination thereof) which implements a subset of the functionality required of a Sink, Source or Repeater. The Component supplier must reasonably indicate to its customers the HDMI functionality supported by the Component. Furthermore, it must be reasonably possible to design a Fully Compliant Sink, Source or Repeater utilizing the Component as indicated by the supplier.
1.7 "Connector" means a Fully Compliant connector.

1.8 "Effective Date" shall mean the later date of the signatures set forth below.

1.9 "Fellow Adopters" means the Adopters who execute a copy of this Agreement and deliver it to the Agent, and includes the Affiliates of such Adopters.

1.10 "Founders" means Hitachi Ltd., a corporation of Japan, having a principal place of business in Tokyo, Japan, Matsushita Electric Industrial Co., Ltd., a corporation of Japan, having a principal place of business in Osaka, Japan, Philips Consumer Electronics International B.V., a corporation of the Netherlands, having a principal place of business in Amsterdam, The Netherlands, Silicon Image, Inc., a Delaware corporation having a principal place of business in Sunnyvale, California, USA, Sony Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan, Thomson multimedia S.A., a French corporation, having its principal place of business in Boulogne, France, and Toshiba Corporation, a corporation of Japan, having a principal place of business in Tokyo, Japan, and includes each of their Affiliates.

1.11 "Fully Compliant" means an implementation of all portions of the High-Definition Multimedia Interfaces required for a specific type of Licensed Product, and where such implementation has passed all applicable compliance testing procedures set forth in Section 6.

1.12 "High-Definition Multimedia Interfaces" means the electrical interfaces, mechanical interfaces, behavioral rules, signals, signaling and coding protocols, bus protocols, and any other items disclosed in, and required by, the Specification. For purposes of clarification, if a Fellow Adopter implements a portion of a Specification designated in such Specification as optional, then all electrical interfaces, mechanical interfaces, signals, behavioral rules, signaling and coding protocols, bus protocols, and any other related items disclosed in, and required by, such Specification for such option, shall be deemed High-Definition Multimedia Interfaces.

1.13 "HDMI Compliance Test Specification" means the testing policies, procedures and equipment specifications set forth by the Founders to assist Fellow Adopters in verifying compliance of Licensed Products with the Specification, and as may be modified in writing from time to time by the Founders.

1.14 "Licensed Product" means a Cable, Component, Connector, Repeater, Source or Sink.

1.15 "Minor Update" means an update or revision to the Specification published by the Founders that corrects, clarifies, or enhances the Specification without adding any significant new features or functionality to the High-Definition Multimedia Interfaces, and in no way reduces interoperability between and among any versions of the High-Definition Multimedia Interfaces. Minor Updates shall be indicated by a change in the version number digits to the right of the decimal point (e.g., revisions 1.1, 1.2 ... 1.9).

1.16 "Necessary Claims" means those claims of all patents, and patent applications to the extent such applications issue as patents, throughout the world entitled to an effective filing date prior to or during the term of this Agreement, which an entity or any of its Affiliates has the right, at any time during the term of this Agreement, to grant licenses of the scope granted herein, and which are necessarily infringed in order to implement and comply with the High-Definition Multimedia Interfaces, where such infringement could not have been avoided by another non-infringing implementation of such High-Definition Multimedia Interfaces (licensee shall have the burden of proof to establish that a claim falls within the scope this clause). Necessary Claims shall not include, and no license shall apply to: (a) informative implementation examples included in the Specification; (b) claims, which if licensed, would require the payment of royalties by the licensor to third parties (except for payments to Affiliates or to employees within
the scope of their employment); (c) claims relating to semi-conductor materials, semi-conductor manufacturing apparatus, semi-conductor manufacturing methods and semiconductor circuit designs; (d) claims relating to copy-protection technology (e) claims necessarily infringed to implement non-HDMI industry standards (including, without limitation, HDCP, E-DDC, E-EDID, I2C, CEA861B and Project 50) referenced in a Publicly Licensed Specification, except to the extent that such claims are necessarily infringed to implement and comply with those portions of High-Definition Multimedia Interfaces on the Licensed Products which do not implement or comply with corresponding non-HDMI industry standards; or (f) claims not necessarily infringed in implementing and complying with the High-Definition Multimedia Interfaces even if in the same patent as Necessary Claims.

1.17 “Repeater” means a Fully Compliant digital electronic device adapted to receive a digital data signal representative of video and/or audio data from a Source or Repeater and to switch and/or retransmit such video and/or audio data to a Repeater or Sink, solely in accordance with the Specification.

1.18 “Sink” means a Fully Compliant digital electronic device adapted to receive and process, from a Source or Repeater, a digital data signal representative of video and/or audio data for rendering such digital data signal to a display (in the case of video data) and/or an audio rendering system (in the case of audio data), solely in accordance with the Specification.

1.19 “Source” means a Fully Compliant digital electronic device adapted to process a digital signal representative of video and/or audio data and, upon processing, to transmit the processed digital data signal or sub-set of such digital data signal to a Repeater or Sink for producing a visual image and/or audio sound as represented by the processed digital data signal, solely in accordance with the Specification.

1.20 “Specification” means the document entitled High-Definition Multimedia Interface Specification v.1.0, and associated HDMI Compliance Test Specification, authored and published by the Founders and Minor Updates thereto published by the Founders.

2. License to Necessary Claims.

Subject to the terms and conditions of this Agreement, including without limitation, the non-assertion set forth in Section 3, the compliance provisions set forth in Section 6, and the payment of royalty fees as set forth in Section 7, Agent hereby grants to Adopter, and Adopter hereby accepts, a nonexclusive, nontransferable (except to an acquirer as set forth in Section 9.15 below), nonsublicensable, worldwide license under the Founders’ Necessary Claims solely to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute Licensed Products; provided that such license shall not extend to any part or function of a product in which a Licensed Product is incorporated that is not itself a Licensed Product. Adopter understands and agrees that it has no license to patent claims other than Founders’ Necessary Claims.

3. Non-Assertion. Subject to the terms and conditions of this Agreement, Adopter and its Affiliates hereby agree not to bring, commence, maintain or prosecute any action or other proceeding based on any Necessary Claims that they may now or in the future own or control, or to otherwise assert any such Necessary Claims, worldwide, against any Founder or any Fellow Adopter, solely to enable Founders and Fellow Adopters to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute Licensed Products;
provided that such non-assertion agreement shall not extend to any part or function of a product in which a Licensed Product is incorporated that is not itself a Licensed Product.

4. Specification. Subject to the terms and conditions of this Agreement, including without limitation, the compliance provisions set forth in Section 6, the payment of royalty fees as set forth in Section 7, and the confidentiality provisions of Section 8, Agent hereby grants to Adopter, and Adopter hereby accepts, a nonexclusive, nontransferable (except to an acquirer as set forth in Section 9.15 below), non sublicenseable, worldwide license to use the Specification solely to make (including design and develop), have made (including have designed and have developed), use, import, and directly and indirectly, offer to sell, sell, lease, promote and otherwise distribute Licensed Products. Adopter shall not use the Specification except as expressly set forth in this Agreement.

5. Trademarks. The Founders have created and adopted trademark(s) and logos (collectively the "Adopted Trademarks") and trademark and logo usage guidelines (the "Trademark and Logo Usage Guidelines") for the Specification and Licensed Products as set forth in Attachment A, as may be modified from time to time by the Founders. Subject to the terms and conditions of this Agreement, including without limitation, the compliance provisions set forth in Section 6, the payment of royalty fees as set forth in Section 7, and compliance with the Trademark and Logo Usage Guidelines then in effect, Agent hereby grants to Adopter, and Adopter hereby accepts, a nonexclusive, nontransferable (except to an acquirer as set forth in Section 9.15 below), worldwide license to use the Adopted Trademarks in connection with the promotion of the Specification and the High-Definition Multimedia Interfaces and the sale, lease, promotion and distribution of Licensed Products. Such license shall be sublicenseable solely to distributors and resellers of Licensed Products produced by, or on behalf of, such Adopter, solely for use in connection with the sale and promotion of such Licensed Products, and further provided that such distributors and resellers comply with the Trademark and Logo Usage Guidelines then in effect. All goodwill associated with the use of the Adopted Trademarks shall accrue to the Agent. Adopter shall not use the Adopted Trademarks except to refer to the Specification, HDMI and Licensed Products, and shall at all times comply with the Trademark and Logo Usage Guidelines then in effect.


6.1 Compliance Test Specification. In order to foster interoperability among products from multiple vendors, the Founders shall jointly develop the HDMI Compliance Test Specification, as may be updated from time to time in writing by the Founders. The HDMI Compliance Test Specification represents the minimum compliance testing required for Licensed Products. Each Adopter is solely responsible for ensuring that its products comply with the High-Definition Multimedia Interfaces and interoperate with other products.

6.2 Testing Requirement. Prior to mass producing or distributing, or permitting any such mass production or distribution, of a product (whether a chip, subsystem, or end-user product), or component thereof, that claims conformance to the High-Definition Multimedia Interfaces or that bears any Adopted Trademarks, the Adopter shall reasonably test a representative sample of such product to establish compliance with the High-Definition Digital Multimedia Interfaces. At a minimum, this testing shall include successfully performing all testing required by the HDMI Compliance Test Specification. In addition, for the first Adopter product of each of the following Licensed Product types: first Adopter Source product, first Adopter Sink product, first Adopter Repeater product, and first Adopter Cable Product, Adopter must successfully perform the test procedures specified in the HDMI Compliance Test Specification on a representative sample of such Licensed Product at an Authorized Testing Center. Use of the HDMI Compliance Test
Specification does not guarantee that any product will conform to the High-Definition Multimedia Interfaces, function correctly or interoperate with any other product. It is Adopter's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the High-Definition Multimedia Interfaces, correct functionality and interoperability. Adopter shall be solely responsible for all testing results. Each Adopter shall provide to the Agent a declaration certifying compliance with the terms of this Section 6.2 together with a copy of its test results in a form reasonably designated by Agent. Adopter shall be solely responsible for its expenses associated with such compliance testing. Upon any Founder’s request, Adopter shall provide Agent with a sample of any product(s) purported to be a Licensed Product(s) for independent compliance testing, and Agent shall ask an Authorized Testing Center to conduct compliance testing on such product(s) based on the HDMI Compliance Test Specification. Adopter shall reasonably cooperate in all such testing. If the Authorized Test Center determines, in its reasonable discretion, that such product(s) do not in fact comply with the High-Definition Multimedia Interfaces, then Agent may require that Adopter promptly cease use of the Adopted Trademarks until such time as an Authorized Testing Center certifies that such product(s) do in fact comply with the High-Definition Multimedia Interfaces. Failure to provide such samples, reasonably cooperate in such testing, to make commercially reasonable efforts to cause such product to pass such compliance testing, or to promptly cease the use of the Adopted Marks when requested shall be a material breach of this Agreement.

6.3 Compliance with Specification Updates. Adopter shall comply with all Minor Updates to the Specification as follows: for Minor Updates that do not require material modifications to product designs or manufacturing processes, compliance must occur within ninety (90) days after written notice to Adopter specifying such Minor Update, and for all other Minor Updates, compliance must occur within eighteen (18) months after written notice to Adopter specifying such Minor Update.

7. Fees and Royalty Payments.

7.1 Annual Fees and Royalties. Adopter shall pay to the Agent the annual fees and royalties set forth in Attachment B.

7.2 Payment Timing and Method. Royalties shall be paid quarterly, within sixty (60) days after the end of each calendar quarter. Fees and royalties shall be paid via wire transfer in lawful money of the United States of America to the bank and account designated below, accompanied by a fax or e-mail transmittal of the reports below.

Payments shall be made via wire transfer to the following bank account:

Bank Name: Comerica Bank – California
Bank Address: 333 West Santa Clara Street
San Jose, Ca 95113-4339 USA
Bank Telephone: +1 (408) 451-8570
Bank routing# or ABA#: 121137522
Bank account #: 1892019595
Bank account name: HDMI Licensing, LLC

Reports should be faxed or e-mailed as follows:
e-mail: admin@hdmI.org
fax: +1 (408) 616-4199
7.3  **Records, Reports, and Audit Rights.**

7.3.1  **Adopter’s Records.** Adopter will maintain accurate and detailed books and records sufficient to ascertain the royalties payable hereunder. Such books and records shall be maintained for three (3) years from the end of each period when such royalties are payable.

7.3.2  **Reports.** Within thirty (30) days after the close of each calendar quarter, Adopter will deliver to the Agent a report showing Adopter’s total amount of royalties due, together with reasonable supporting data as may be requested by Agent showing breakdowns by product type.

7.3.3  **Audit.** Not more than once per year, an independent certified public accountant selected by Agent may, upon prior written reasonable notice and during normal business hours, inspect and audit the records of Adopter on which such reports are based to determine whether the fees and royalties have been properly paid. Adopter shall reasonably cooperate with such independent accountant. Agent shall pay for the fees of such independent accountant. In the event that the fees and royalties have been underpaid, and the amount of the underpayment is greater than ten percent (10%) of the amount actually due for the period being audited, Adopter shall, in addition to paying the underpaid amounts, also pay for the cost of the audit.

7.3.4  **Confidentiality.** The Agent shall treat as confidential information of the Adopter the royalty reports and any information gained as the result of any audit of Adopter, and shall not utilize such information except for the purposes of ensuring compliance with this Agreement. The Agent shall establish an internal firewall such that Agent accounting personnel shall have sole access to competitively sensitive information, such as the sales volume of competing products. Such accounting personnel shall be bound by reasonable confidentiality agreements and shall be prohibited from disclosing such information to any third party (except for professionals, such as lawyers and accountants, retained in connection with the performance of Agent’s duties and bound by a reasonable confidentiality agreement) or other Agent employee.

7.4  **Late Payments.** Any payment required hereunder that is made late (including unpaid portions of amounts due) shall bear interest, compounded monthly, at the lesser of ten percent (10%) per annum or the highest interest rate permitted to be charged by the Agent under applicable law. Any interest charged or paid in excess of the maximum rate permitted by applicable law shall be deemed the result of a mistake and such interest paid in excess of the maximum rate shall be promptly credited or refunded to Adopter.

7.5  **Taxes.** The payments set forth in this Agreement are exclusive of any taxes and each Adopter shall be responsible for any and all taxes, such as sales, excise, value added, use, import/export and similar taxes based on payments to be made hereunder (excluding taxes paid on Agent’s net income). The Agent and Adopter shall reasonably co-operate to reduce and recover any such taxes. The Agent shall pass on to the Adopter any tax refunds received by the Agent with respect to the Adopter’s previous payment or reimbursement of applicable taxes hereunder, if any. With respect to all royalties paid by Adopter to the Agent hereunder, Adopter may deduct from the payments such withholding taxes as imposed by its government, provided that such Adopter provides the Agent with official tax receipts certifying that such taxes have been paid.

7.6  **Changes in Fees and Royalties.** Upon providing ninety (90) days written notice to the Adopter, and not more than once yearly, the Agent may increase or decrease the annual fee and royalty rates. Any such increase shall not exceed the change in the United States Department of Labor Producer Price Index for the previous twelve (12) months.
8. **Confidentiality.** Adopter will maintain the Specification, including the HDMI Compliance Test Specification, and any other information designated "confidential" by the Agent or Founders (collectively the "Confidential Information") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. No Adopter will use, disclose or copy the Confidential Information except as necessary for its employees, contractors (under obligation of confidentiality) and Fellow Adopters with a need to know solely for the purpose of implementing a product according to the Specification. A party will not, however, be liable for the disclosure of any information which is:

i) Rightfully in the public domain other than by the recipient's breach of a duty;

ii) Rightfully received from a third party without any obligation of confidentiality;

iii) Rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party;

iv) Independently developed by employees of the recipient without using the disclosed information;

v) Rightfully disclosed as required by law, and provided that the recipient provides prompt written notice to the other party of such legal requirement; or

vi) Rightfully disclosed with the prior written consent of the disclosing party.

The party seeking to rely on one of the immediately foregoing six (6) exceptions shall bear the burden of proof for showing that such disclosure falls under any such exception.

9. **General.**

9.1 **Adopter Withdrawal.** Adopter may withdraw at any time by providing written notice to the Agent. The effect of such withdrawal is that, subject to the terms and conditions of this Agreement, the withdrawing Adopter's non-assertion granted with respect to the Specification and Minor Updates published by the Founders more than sixty (60) days prior to the date of withdrawal, shall continue in full force and shall extend to or be extended to entities who become Adopters and their Affiliates even after such withdrawal for a period of three (3) years after the date of withdrawal. Further, subject to the terms and conditions of this Agreement, the licenses and non-assertion granted to such withdrawing Adopter and its Affiliates shall continue to apply for a period of three (3) years after the date of withdrawal with respect to the Specification and any Minor Updates published by the Founders more than sixty (60) days prior to the date of withdrawal.

9.2 **No Other Licenses.** Except for the rights expressly provided by this Agreement, no party grants or receives, by implication, or estoppel, or otherwise, any rights under any patents, trademarks, copyrights or other intellectual property rights.

9.3 **Waiver.** No failure of any party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement shall not be construed to waive Agent's, Adopter's, or Founders' rights under law or any other agreement except as expressly set forth in this Agreement.
9.4 No Warranty. The Agent and Founders make NO WARRANTIES EXPRESS OR IMPLIED. The Adopted Trademarks, Specifications, and any contributions thereto provided by the Agent or Founder(s), including without limitation the HDMI Compliance Test Specification, and the licenses granted under this Agreement, are 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, GUIDE, DESIGN OR SAMPLE. Adopter understands that the HDMI Compliance Test Specification does not guarantee that any product will conform to the High-Definition Multimedia Interfaces, function correctly or interoperate with any other product, and that it is Adopter’s sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the High-Definition Multimedia Interfaces, correct functionality and interoperability. AGENT AND EACH FOUNDER DISCLAIMS ALL WARRANTIES, RESPONSIBILITY AND LIABILITY FOR THE CONFORMANCE OF ANY PRODUCT TO THE HIGH-DEFINITION MULTIMEDIA INTERFACES, PRODUCT FUNCTIONALITY OR PRODUCT INTEROPERABILITY.

9.5 Damages. In no event will the Agent, Founders or Adopter be liable to each other or to any third party for any loss of profits, loss of use, incidental, consequential, indirect, or special damages arising out of, or related to, this Agreement, whether or not such party had advance notice of the possibility of such damages.

9.6 Governing Law; Venue. This Agreement shall be construed and controlled by the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Any litigation arising out of this Agreement shall take place in Santa Clara County, California, and all parties irrevocably consent to jurisdiction of the state and Federal courts there.

9.7 Not Partners. The Adopter, Agent and Founders are independent companies and are not partners or joint venturers with each other. While the Founders may select an entity to handle certain administrative tasks for them, except as expressly set forth in this Agreement, no party is authorized to make any commitment on behalf of all or any of them.

9.8 Prior Agreements: Complete Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement, or waiver of any right hereunder, shall be binding unless accepted in writing by an authorized representative of all parties.

9.9 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter. The Agreement shall automatically renew for additional five (5) year terms, unless Adopter gives written notice of termination within sixty (60) days of the end of then current term.

9.10 Termination. Adopter may be terminated by written notice in the event that Adopter: (i) materially breaches any of its obligations hereunder, which breach is not cured, or not capable of cure, within thirty (30) days after written notice is given to the Adopter specifying the breach; or (ii) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given written notice specifying the breaches. Such termination shall be treated as a withdrawal under Section 9.1 for the purposes of the rights and licenses granted under this Agreement.

9.11 Survival. In the event of the termination or withdrawal of any Adopter, this Agreement shall survive with respect to the remaining Adopters, and shall survive with respect to the
withdrawing or terminated Adopter as set forth in Section 9.1. The confidentiality provisions of
Section 8 shall survive for a period of ten (10) years after any expiration or termination of, or
withdrawal from, this Agreement. The export control provision of Section 9.25 shall survive after
any expiration or termination of, or withdrawal from, this Agreement.

9.12 **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.

9.13 **Severability.** If any provision of this Agreement is found invalid or unenforceable, that
 provision will be enforced to the maximum extent permissible in conformance with the intent of
the parties, and the other provisions of this Agreement will remain in force.

9.14 **Nonexclusive Remedy.** The exercise by any party of any remedy under this Agreement
will be without prejudice to its other remedies under this Agreement or otherwise.

9.15 **Assignment.** This Agreement will bind and inure to the benefit of the acquirer of all or
substantially all of an Adopter's outstanding capital stock or assets and obligations. This
Agreement shall further inure to the benefit of the successor of all or substantially all of a
Founder's or Fellow Adopter's outstanding capital stock or assets and obligations. Any other
attempt by Adopter to assign this Agreement without such consent will be null and void. Agent
may freely assign its rights and obligations under this Agreement. This Agreement will bind and
inure to the benefit of the acquirer of any or all of an Adopter's Necessary Claims (and Adopter
shall take reasonable steps to ensure the enforceability of this provision).

9.16 **Currency.** All amounts herein are stated in United States dollars and shall be paid in
such currency.

9.17 **English Language.** The parties have required that this Agreement and all documents
relating thereto be drawn up in English. Les parties ont exigé que le présent contrat et tous les
documents connexes soient rédigés en anglais.

9.18 **Third Party Beneficiaries.** While only the Agent has executed this Agreement with
Adopter, Adopter understands that all of the Founders are beneficiaries of this Agreement and
any Founder is entitled to enforce its terms against Adopter. Nothing in this Agreement shall be
construed to give rise to any obligation on any party hereto for the benefit of a third party other
than the Founders.

9.19 **Headings; Section References.** Section headings in this Agreement are for convenience
only and shall not affect the interpretation of any provision of this Agreement. All references to
section numbers in this Agreement shall refer to sections of this Agreement unless explicitly
stated otherwise.

9.20 **Representation of Counsel.** Each party has been represented by counsel of its choice in
entering into this Agreement. This Agreement shall therefore be deemed to have been entered
into at arms length, with the advice and participation of counsel, and shall be interpreted in
accordance with its terms without favor to any party.

9.21 **Freedom of Independent Development.** Nothing in this Agreement shall prohibit or
restrict Adopter from independently developing competing technologies and standards and to
license its patent rights to third parties, including without limitation, to enable competing
technologies and standards.

9.22 **Licensing Options.**

9.22.1 **Patent License.** Adopter executes this Agreement based on the understanding that this
Agreement is offered for the convenience of Adopters and each Founder is willing to provide
separate patent licenses to any Necessary Claims owned by such Founder of the same scope and nature as offered herein to any person or entity on fair, reasonable and non-discriminatory terms and conditions. Any person or entity seeking such a separate license should contact the applicable Founder in writing.

9.22.2 Specification and Adopted Mark Licenses. Adopter executes this Agreement with the understanding that if any person or entity desires to license the Specification and Adopted Marks without obtaining a license to Necessary Claims, the Founders are willing to provide a separate license to the Specification and, to the extent permitted by law, the Adopted Trademarks of the same scope and nature as offered herein to any person or entity under fair, reasonable and non-discriminatory terms and conditions. Any person or entity seeking such a separate license should make a written request to the Agent.

9.23 Petitioning for Necessary Claims. Potential Adopter understands that if any Adopter, or third party, has a reasonable, good faith, belief that it is the owner of any Necessary Claim, then such person or entity shall inform the Agent and Founders, and may petition the Agent and Founders in writing for a share of future patent royalties collected under HDMI. The HDMI Founders shall make the final determination regarding a reasonable allocation of future royalties based on any claims determined to be Necessary Claims.

9.24 Challenges to Necessary Claims. If Adopter and/or Adopter's Affiliate(s) challenge the validity or enforceability of any Necessary Claims in any jurisdiction in a court, patent office or any other official action, such claims shall be excluded from the Necessary Claims licensed to Adopter and its Affiliates under this Agreement, and the patent holder may seek all remedies for the infringement of such claims by Adopter and/or Adopter's Affiliate(s), including injunctive relief, without reference to this Agreement.

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

If to the Agent:

HDMI Licensing, LLC
1060 E. Arques Ave., Suite 100
Sunnyvale, CA 94085 USA

If to Adopter:

To the contact specified on the first page of this Agreement.

9.26 Export Control. The parties agree that no technical information, including software, furnished hereunder or any direct products thereof is intended to or will be exported, directly or indirectly, to any destination restricted or prohibited by export control regulations of the U.S.A., Japan, the Netherlands, France and or any other country and jurisdiction, as applicable, without prior written authorization from the appropriate governmental authorities.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
In witness of their agreement, the Adopter and Agent have executed this Agreement below:

ADOPTER

Company name

By: __________________________
    Authorized Signatory

Name

Title

Date

AGENT

HDMI Licensing, LLC

By: __________________________
    Authorized Signatory

Name

Title

Date
Attachment A

Adopted Trademarks and Trademark and Logo Usage Guidelines

These trademark and logo usage guidelines have been prepared to help you understand how to correctly use the HDMI trademark and the “HDMI Mark” (logo plus its underlying type). HDMI delivers the finest quality digital video and audio transmitted over a single cable and signifies interoperability among HDMI-labeled systems. Because the HDMI Mark represents this recognized quality and reliability in a digital interface, and is a valuable asset, it is important that the branding identity maintain the same qualities. Please review these guidelines carefully before you incorporate the HDMI Mark into your product or related support materials. If you have any questions concerning your use of the HDMI Mark, please contact trademark@hdmi.org.

The HDMI Mark

The HDMI Mark consists of the following logo and underlying type:

![HDMI Logo](image)

Use of the HDMI Mark

The HDMI Mark may be used only by authorized licensees who have entered into an Adopter Agreement with the HDMI Licensing Agent (as well as authorized distributors and resellers pursuant to the Adopter Agreement). Unless authorized in writing, you may only use the HDMI Mark as set forth in these guidelines and in the Adopter Agreement. You may only use the HDMI Mark in connection with the promotion of the HDMI Specification and the High-Definition Multimedia Interface, and on products that are Fully Compliant, as defined in the Adopter Agreement. Adopter’s are not required to use the HDMI Mark. However, in order to encourage the use of the HDMI Mark, you will receive a discounted royalty rate under the Adopter Agreement if you reasonably incorporate the HDMI Mark on your HDMI products and related documentation and promotional materials.

Other than dropping the ™ symbol and/or the underlying type, due to size limitations described under “Size” you may not alter the HDMI Mark (alteration includes outlining, rotating, skewing, stretching or reproducing the mark three-dimensionally). Except as expressly authorized herein, the logo and underlying type are always used together, with the mark elements holding the exact size and position relationships as shown in this example. Do not add a drop-shadow or texture fill to any element of the HDMI Mark.

Clear Space/Safe Zone

The HDMI Mark must always be positioned alone and apart from any other text or graphics. The minimum stand-alone space around the mark is the height of the letter “I” in that usage of the HDMI Mark.
Colors

Acceptable colors for the HDMI Mark are White, Black and percentages of Black (that will appear as gray) that are in high contrast to the background. When used as labeling on an HDMI-compliant device, the HDMI Mark may be printed/silk-screened in metallic silver (the specified silver is Pantone metallic color 8420) or in the specific color in which all other third party or standards-based marks are printed on the device.

Size

When applied to a product, the HDMI Mark should not be less prominent than other 3rd-party technology marks or logos appearing on the product. The size of the HDMI Mark for typical applications should be 7mm tall or larger. In applications, such as silk-screening on HDMI-compliant devices, the HDMI Mark may need to be smaller than the size listed above. When smaller than 7mm tall, the ™ symbol as well as the underlying type should be dropped, as smaller sizes will cause the type to "fall apart". In these applications, the logo should not be scaled smaller than 3mm, except in the case of cables and connectors, where the logo may be scaled as small as 2mm.

When using the full mark, the type should never be scaled independently of the logo, both the logo and underlying type should always be scaled together.

Placement Guidelines

The following are specific placement guidelines:

Hardware
The HDMI Mark should be placed on the front- or rear-viewing plane of an HDMI-compliant product (i.e. television, set-top box, DVD player, projector, computer, or monitor) or on the top of a cable connector. Do not place the mark on the bottom, top or sides of the product or on any peripheral components. However, the HDMI Mark may be placed on HDMI-compliant connectors and cables. The HDMI Mark should never be obstructed by another label or sticker. The HDMI Mark should be printed directly onto the product using conventional methods such as silk-screening, pad printing or molded in, and not placed on the product using a label or sticker.

Packaging
Place the HDMI Mark on the front, rear, side or top-viewing panel of your package. It should never be obstructed by another label or sticker. The HDMI Mark should be printed directly onto packaging or placed securely on the package using a label or sticker.

Web Pages
The HDMI Mark may be used on Web pages next to Fully Compliant products, as set forth in the Adopter Agreement. On launch buttons, the minimum mark size is .66" or 200 pixels wide.

Advertisement, Direct Mail, Collateral and Documentation
The HDMI Mark may be used in any advertising, direct mail, collateral, or documentation for Fully Compliant products.
Where Not to Use the HDMI Mark

The HDMI name and mark, or the words “High-Definition Multimedia Interface” or any potentially confusing variations may never be incorporated as part of the name of a product or service of your company.

The HDMI Mark may not appear on or in connection with any product that is not Fully Compliant, as set forth in the HDMI Adopter Agreement.

The mark may not appear on any materials that disparage any HDMI Founder or Founder products, that infringe upon any HDMI Founder’s intellectual property or other rights, or that violate any state or federal law or regulation, or law or regulation of any country or jurisdiction internationally.

Referencing HDMI in Text

In text you may refer to the fact that your product incorporates HDMI technology by using phrases such as “incorporates HDMI™ [or High-Definition Multimedia Interface] technology.” On all such materials, your company, or product, or service name must appear more prominently than that of the HDMI Mark and should be visually distinguished from the HDMI Mark by putting it in a different font or color or on a different line. This is important to avoid any implication that your product is manufactured or supported by the HDMI Licensing Agent or HDMI Founders.

Some usage examples follow:

Do say: “XYZ incorporates HDMI™ technology” or “XYZ incorporates High-Definition Multimedia Interface (HDMI™) technology”

Do not say: “XYZ HDMII product” or “XYZ High-Definition Multimedia Interface (HDMI™) Product”

Trademark Notices

Include the following notice on all marketing materials, such as brochures, manuals, advertising, product fliers...:

"HDMI, the HDMI logo and High-Definition Multimedia Interface are trademarks or registered trademarks of HDMI Licensing LLC."

The “TM” symbol is part of the HDMI Mark artwork provided to you, and may be dropped when the Mark used is smaller than 7mm tall.

Other Terms and Conditions

Your license to use the HDMI Mark will terminate no later than the termination or expiration date of the Adopter Agreement with which you obtained the right to use the HDMI Mark.
Notwithstanding any other termination provision, however, HDMI Licensing, LLC reserves the right at any time in its sole discretion to terminate or modify the permission granted herein to use the HDMI Mark. Nothing herein is intended to grant you any right in the HDMI Mark other than the right to use the mark in accordance with the requirements set forth herein. HDMI Licensing, LLC reserves the right to take action against any use that does not conform to these requirements, that infringes on any intellectual property or other right, or that violates other applicable laws.

HDMI LICENSING, LLC AND ALL HDMI FOUNDERS DISCLAIM ANY AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW REGARDING THE USE OF THE HDMI MARK INCLUDING WITHOUT LIMITATION WARRANTIES AGAINST INFRINGEMENT.
Attachment B

Fees and Royalties

Fees:

Upon execution of the Adopter Agreement, and upon each yearly anniversary of the effective date of each Adopter Agreement thereafter, each Adopter will pay Agent an annual fee of fifteen thousand dollars ($15,000).

Alternative Fee Payment. Commencing upon the execution of the Adopter Agreement, and upon each yearly anniversary of the effective date of the Adopter Agreement, each Adopter who sells Licensed Products subject to a royalty under the Adopter Agreement may elect to not pay the fixed annual administrative fee set forth immediately above, and instead may elect to pay the administrative fee according to the following alternative formula: (i) upon execution of the Adopter Agreement, and upon each yearly anniversary of the effective date of the Adopter Agreement thereafter, such Adopter will pay Agent a fixed administrative fee of five thousand dollars ($5,000); and (ii) Adopter will pay a variable administrative fee equal to one dollar ($1.00) per unit for each end-user Licensed Product sold by Adopter and subject to a royalty under this Adopter Agreement. Such variable administrative fee shall be paid in quarterly installments. For clarification, Adopters will pay the royalties apart from the Administration Fee for Licensed Products as set forth in this Agreement. For the avoidance of doubt, Adopters who sell Licensed Products that are not subject to a royalty under the Adopter Agreement may not elect to pay the administrative fee under this Alternate Fee Payment provision. Notwithstanding any other provision of this Adopter Agreement, these Alternative Fee Payment provisions may be adjusted or rescinded by the Founders in their sole discretion after October 1, 2006.

Royalties:

All Adopters shall pay Agent a running royalty for each end-user Licensed Product sold by such Adopter. An end-user Licensed Product is defined as a product that is typically designed and sold for use by end-users, and where such products are not themselves incorporated into a royalty-bearing end-user Licensed Product. Examples of end-user Licensed Products include, but are not limited to, DVD players, set top boxes, Digital TVs, D-VHS players, A/V Receivers, and Personal Computers. Examples of devices that are not end-user Licensed Products include, but are not limited to Components such as ICs and printed circuit boards (except where such Components are sold directly to end-users for assembly into systems). The applicable royalty rates shall be determined as follows:

(i) For each end-user Licensed Product that is sold by Adopter, the royalty is $0.15 per unit sold. Manufacturers of Components, Cables and Connectors will pay no per unit royalty to the extent such Components, Cables and Connectors are incorporated into end-user Licensed Products subject to royalty hereunder. Components, Cables and Connectors sold otherwise shall be considered end-user Licensed Products subject to the payment of royalties.

(ii) In order to encourage Adopters to make use of the Adopted Trademarks, Adopter shall pay a discounted rate of $0.05 per unit sold if Adopter reasonably incorporates the Adopted Trademarks on its Licensed Products and related documentation and promotional materials.
(iii) In the event Adopter licenses content protection technology for HDMI as recommended in the Specification (e.g., High-bandwidth Digital Content Protection, revision 1.10) and adds such content protection technology to the HDMI functionality of its Licensed Products in accordance with the terms of such content protection technology license agreement and the Specification, the royalty paid by Adopter shall be further reduced by $0.01 per unit of end-user Licensed Product sold.