

NVIDIA TRADEMARK LICENSE

This trademark license agreement (the “Agreement”) between NVIDIA Corporation, a Delaware corporation (“NVIDIA”), and the licensee identified below, its subsidiaries, affiliates and other companies of which it wholly-owns (collectively “Licensee”), sets forth the terms under which Licensee may include certain of NVIDIA’s trademarks and logo(s) in and on Licensee’s products, related packaging, advertising, marketing collaterals and assets used for offline or online marketing (e.g. events, billboards, in-store displays/point of sales, flyers, print advertisements, emails, websites, social media, etc.), and web sites, (the “Licensee’s Goods”). This Agreement is effective as of the date last signed below, and it will continue until either party, in its sole discretion, terminates it in writing by providing thirty (30) days advanced written notice to the other party.

- 1. License Grant.** NVIDIA owns the trademarks and logos as set forth in the NVIDIA Licensed Marks (“Licensed Marks”) attached hereto as *Exhibit A*. NVIDIA hereby grants to Licensee a non-exclusive, non-transferable, limited license to use the Licensed Marks, in substantially the same form and manner as depicted in *Exhibit A* and consistent with the NVIDIA Trademark and Logo Usage Guidelines (“Guidelines”) attached hereto as *Exhibit B*, and/or any revised list of Licensed Marks or Guidelines as may be provided from time to time by NVIDIA, on the Licensee’s Goods that contain associated NVIDIA product(s) with original and authentic NVIDIA branding and factory markings sold by NVIDIA and/or its authorized resellers. Licensee will use commercially reasonable efforts to comply with any new list of Licensed Marks or Guidelines different from those in Exhibit A or Exhibit B in a timely fashion.
- 2. Limitations.** Licensee shall not: (a) materially modify or alter the Licensed Marks in any way; (b) use the Licensed Marks in such proximity to any of its own trademarks or third-party trademarks so as to create a combination or composite mark; (c) or display the Licensed Marks in any way that implies that Licensee’s or a third-party’s goods or services are provided by NVIDIA, with NVIDIA’s supervision, or endorsed by NVIDIA. Licensee acknowledges and agrees that NVIDIA retains all right, title, and interest in and to the Licensed Marks and that all use by Licensee of the Licensed Marks, and any and all goodwill and other proprietary rights that are created by or that result from Licensee’s use of the Licensed Marks shall inure to the benefit of NVIDIA. NVIDIA may terminate the license granted above immediately upon Licensee’s material breach of the terms of this Agreement.
- 3. Licensee’s Obligations.**

 - (a). Trademark Guidelines and Revisions. Licensee shall use the Licensed Marks in a manner consistent with the Display Specifications attached hereto as Exhibit B, and/or as directed by NVIDIA from time to time. Such use includes, but is not limited to, using appropriate trademark symbols and credit lines in connection with the Licensed Marks in connection with all of Licensee’s Goods. Licensee further agrees to accept and to abide by NVIDIA’s revisions to Exhibit A and Exhibit B, subject only to a commercially reasonable phase-out period for Licensee’s inventory and packaging completed prior to any notice of revision by NVIDIA. Licensee shall bear all costs associated with modifications to Licensee’s Goods required by NVIDIA’s revisions to Exhibit A and/or B.
 - (b). Cooperation. At NVIDIA’s request and expense, Licensee shall provide NVIDIA with any specimens and execute all documents necessary to protect and confirm NVIDIA’s rights to the Licensed Marks and any act reasonably necessary for NVIDIA to secure or maintain rights to the Licensed Marks. Licensee further agrees to provide Licensee’s contact information and to keep NVIDIA updated on the contact information elements on a timely basis, for purposes of any notice required under this Agreement or revisions to Exhibit A and/or B that NVIDIA may issue.
 - (c). No Registration of Mark or Objections to Validity. Licensee shall not (a) do anything that might harm the reputation or goodwill of NVIDIA or the NVIDIA Marks; (b) take any action inconsistent with NVIDIA’s ownership of the Licensed Marks; (c) challenge, raise, or cause to be raised any questions concerning NVIDIA’s rights or interests in the Licensed Marks; or (d) attempt to register the Licensed Marks, any trademark or logo substantially similar thereto, or incorporating any of the Licensed marks, as a trademark, business name, or domain name in any country.
 - (d). Notification of Adverse Use. Licensee shall promptly notify NVIDIA in writing if Licensee becomes aware of any adverse and/or infringing use by a third party of the Licensed Marks or of a mark or name confusingly similar to the Licensed Marks. Licensee shall not take any action with respect thereto without the prior written authorization of NVIDIA. Licensee shall provide full cooperation to NVIDIA and its attorneys to enable NVIDIA to take any legal or equitable action deemed necessary by NVIDIA in its sole discretion to protect its right, title and interest in and to the Licensed Marks.
 - (e). Infringement Proceedings. In the event of adverse use and/or infringement of the Licensed Marks, or any name, trademark or logo substantially similar thereto by a third party, NVIDIA will have the sole right in its discretion to initiate and conduct proceedings (including notifications to customs or other government officials objecting to the importation of

infringing goods) against the infringing party, to initiate and conduct negotiations with respect thereto, including, settlement discussions, and to retain any damages recovered in such proceedings.

(f). Indemnification. Licensee shall indemnify, defend and hold NVIDIA and NVIDIA's officers, employees, and agents harmless from and against any and all damages, liabilities or claims against NVIDIA resulting from or attributing to Licensee's Goods and/or whose contents (including but not limited to videos, animated graphics, fonts, images, texts, sounds, marks or other visuals therein) are alleged to infringe any third party's rights.

4. Quality Control & Review Process.

(a). Product and Services Quality. Licensee may use and apply the Licensed Marks only in the manner and on the Licensee's Goods, and only so long as the quality of such usage and those products and other materials meets NVIDIA's high standard of quality consistent with the level of quality reflected in NVIDIA's own products and services. Without limiting the foregoing and by way of example only: the Licensed Marks may not be used on or in connection with any material that is pornographic, morally offensive, or otherwise objectionable in light of NVIDIA's reputation for providing high quality products; the Licensed Marks may not be used on or in connection with any material that defames NVIDIA or any of its suppliers or customers; and, the Licensed Marks may not be used on or in connection with any material that violates any state, federal or foreign law or regulation.

(b). Prior Submission of Samples. At NVIDIA's request, Licensee shall submit samples of any and all materials bearing the Licensed Marks to NVIDIA for review and approval prior to the distribution of such materials. NVIDIA shall have the right to make objections to any such sample on the grounds that NVIDIA believes in good faith that the use or distribution of such materials will be damaging to the recognition value or reputation for quality associated with the Licensed Marks, or the materials do not meet the requirements of this Policy or Licensee's agreement with NVIDIA. In the event of such an objection, Licensee shall modify the materials in accordance with the objection prior to the use or distribution of the materials. Licensee shall bear its own costs associated with any review or modifications required to bring Licensee's Goods into compliance with NVIDIA's quality control requirements.

5. Termination. Should NVIDIA notify Licensee that any of Licensee's uses of the Licensed Marks does not meet the requirements set forth in this License or any other display specifications promulgated by NVIDIA, Licensee shall correct all misuses of the NVIDIA Marks as soon as possible and in any case within fifteen (15) days of notice from NVIDIA. Attempts at a cure or partial cures will not serve to stay the running of the fifteen (15) day cure period unless such stay is first agreed to in writing by NVIDIA. If the misuse of the NVIDIA Marks is not corrected within fifteen (15) days, Licensee's license to use the NVIDIA Marks shall terminate at the end of that fifteen-day (15) period and Licensee shall immediately discontinue all use of the NVIDIA Marks and promptly destroy or return to the place designated by NVIDIA all materials that bear the NVIDIA Marks.

6. Limitation of Liability. TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL NVIDIA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NVIDIA DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, REGARDING THE NVIDIA MARKS, INCLUDING WARRANTIES AGAINST INFRINGEMENT.

7. Miscellaneous. The License granted hereunder is not assignable or transferable in any manner by Licensee, nor does Licensee have the right to grant sublicenses hereunder except with NVIDIA's prior written consent, other than for reproduction purposes on behalf of Licensee such as for packaging or advertising. This Agreement constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreement, if any, on the subject matter. This Agreement shall not be amended except by a written agreement signed by authorized representatives of each party. In the event of any breach of the terms and conditions set forth in this License or any other display specifications promulgated by NVIDIA, NVIDIA shall be entitled to injunctive relief in addition to all other available remedies. This License shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Delaware applicable to agreements made and performed solely within that State, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable. The parties agree that any claim arising under or to enforce the terms of this agreement must be brought in courts located within Santa Clara County, California. By entering into this Agreement, Licensee further agrees to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims or disputes.

The undersigned confirm their understanding of and agree to the terms and conditions described in this Agreement.

NVIDIA CORPORATION

LICENSEE: _____

Date: _____

Date: _____

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Licensee Contact Information

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

EXHIBIT A
Licensed NVIDIA Mark(s)

The following marks and logos are licensed when meeting the requirements for use:



NVIDIA (Vertical)	
NVIDIA (Horizontal)	

EXHIBIT B

NVIDIA Trademark and Logo Usage Guidelines

The NVIDIA Trademark and Logo Usage Guidelines includes information regarding when it is appropriate to use each of the trademarks and logos, when to use various versions of the logo, the correct way to use the trademarks in text, minimum sizing and spacing requirements, and color details.

General Requirements for Logo Use

NVIDIA Logo

Primarily used to show a relationship with NVIDIA, such as a joint sponsorship at an event or partnership.

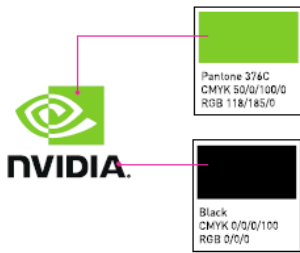
In general, multiple NVIDIA logos may not be used by licensees unless express permission has been granted by NVIDIA in writing or through current guidelines.

NVIDIA Logo and Badge Usage



NVIDIA Logo
Vertical Orientation (Preferred)

NVIDIA Horizontal Logo
(Use when space constraints do not allow for Vertical Orientation)



For light backgrounds, use the two-color version.

On black, use the two-color version with wordmark in white.

For darker backgrounds, use the two-color version with wordmark in white.

NVIDIA Logo Colors

In lieu of the colors listed on this page, PANTONE® colors may be used, the standards for which can be found in the current edition of the PANTONE formula guide. The colors, CMYK and RGB breakdowns shown on this page have not been evaluated by Pantone, Inc., for accuracy and may not match the PANTONE Color Standards. For accurate PANTONE Color Standards refer to the current edition of the PANTONE formula guide. PANTONE® is the property of Pantone, Inc.

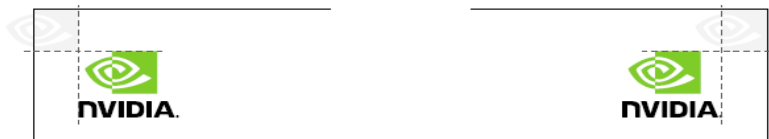


On surfaces with a similar hue to the primary NVIDIA Green, use the single-color version of the logo.

Do not put the logo on a busy background.



Minimum Size
Vertical Orientation (logo is actual size)



Minimum Size
Horizontal Orientation (logo is actual size)



General clear space for NVIDIA logos