Khronos Group Adopters Agreement Cover Page

This Agreement enables participation in the Khronos Adopters Program to submit conformance test results and receive patent and trademark licenses for conformant products

PLEASE TYPE OR PRINT CLEARLY: THIS IS A LEGAL DOCUMENT
ILLEGIBLE AGREEMENTS CANNOT BE PROCESSED

Contact for processing this Agreement and arranging payment:

NAME: _____

COMPANY: _____

EMAIL: _____

PHONE: _____

Guidelines for completing this Agreement:

1. Fill out the contact information above and select the Specifications you wish to adopt on the signature page.

2. Non-members should sign one box on the signature page to accept or decline the reciprocal patent license under the terms of the Khronos Group Adopter Intellectual Property ("IP") Rights Policy. Declining means that no patent licenses will be granted under this Agreement, and so your implementations will not benefit from the patent protections otherwise granted to conformant products. The reciprocal license terms that apply to Adopters who are also Khronos members are determined in accordance with the terms of their Khronos Membership Agreements, including with respect to Working Group Exclusion Certificates and IP Disclosure Certificates.

3. If you have previously adopted specifications but wish to adopt additional specifications, submit a fully executed agreement with any additional specifications selected, together with the appropriate fees. Your previous adoptions will not be affected.

4. You may apply to become an Adopter solely to act as a subcontractor to another Adopter without any rights to make Submissions on your own behalf, with Adopter Fees waived. The application requires that both you and the Contracting Adopter execute the Subcontractor Warranty in Attachment B and is subject to Khronos Board approval.

5. Have an authorized person sign the signature page of this Agreement. If your company requires more than one authorized signatory, duplicate the signature page for each required signature for both copies of the Agreement.

6. Mail a copy **OR** email a PDF of the executed Agreement to the contact address below. If mailed, send two signed copies and one completed copy will be returned for your records.

Khronos Group Member Services
Khronos Group Inc, 9450 SW Gemini Drive #45043, Beaverton, OR 970088-6018, USA
memberservices@khronos.org
Voice mail: +1 (415) 869-8627

7. You may pay by check made out to the '**Khronos Group Inc**.' at the address above or by wire:

ABA# 121000248, Account Number 7731821745
Wells Fargo Bank, 150 North Santa Cruz Avenue, Los Gatos CA 95030 USA
Tel: +1 (408) 354-6512

Your **Adopter Privileges** will commence when Khronos has acknowledged receipt of the executed Agreement and associated fees for the selected Specifications.

Khronos Group Adopters Agreement

This Khronos Adopters Agreement ("**Agreement**") is entered into by and between The Khronos Group Inc. ("**Khronos**"), and the undersigned sponsoring organization, ("**Adopter**"), by and through their authorized representatives as of the Effective Date which is the later of the last date of signature on the signature page below.

1. Purpose and Scope

Khronos has created conformance tests and associated documentation for its Specifications and defined a process by which implementations of Specifications may be tested and verified as conformant. This Agreement contains a source license to conformance test software; a trademark license under which Adopter may use trademarks in connection with conformant implementations; and an optional Reciprocal Patent License under which Adopter exchanges licenses to essential intellectual property for adopted Specifications with other Adopters and Khronos members.

2. Definitions

Throughout this Agreement and Attachments, the following terms when capitalized shall have the following meanings:

"**Adopters Package**" means the collection of software and documentation, including Test Source, made available to Adopters by Khronos for Specifications.

"**Affiliate**" means any entity that is directly or indirectly controlled by a party to this Agreement. For purposes of this definition, control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of an entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity.

"**Binary Program**" means program(s) provided in the Adopters Package in Binary form.

"Confidential Information" shall include the Adopters Package and all other materials provided by Khronos to Adopter and not specifically designated as non-Confidential by Khronos, including any source code, passwords and all test results submitted by Adopter. Notwithstanding the above, Confidential Information will not include any information that is (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; (e) generally made available to third parties by the disclosing party without restriction on disclosure; or (f) disclosed in furtherance of an order to disclose issued by a court of proper jurisdiction; provided, however, in such instance, Adopter having received the Confidential Information will provide prompt notice to Khronos in order to facilitate Khronos' legal intercession.

"**Marks**" means the trademarks associated with Specifications as defined in the Process Document.

"**Mark Owner**" shall mean Khronos for all Marks except for: Silicon Graphics, Inc. which owns all right, title, and interest to the marks "OpenML", "OpenGL," and "OpenGL ES" and has registered or has filed an application to register "OpenGL" in numerous countries worldwide including the United States, and has registered "OpenML" with the U.S. Patent and Trademark Office, and has sub-licensed the aforesaid Marks for use by Khronos; and Apple Inc. which owns all right, title, and interest to the mark "OpenCL" which is used by permission by Khronos.

"**Member**" means an entity that has executed a Khronos Contributor Associate Agreement or the Khronos Promoters Participation Agreement and has not withdrawn its membership.

"**Process Document**" means the current version of the Khronos Conformance Test Process Document as posted on the Khronos website.

"**Products**" means actual products, whether hardware, software, or combinations thereof.

"**Reciprocal Patent License**" means the optional reciprocal patent license entered into by Adopter under the IP Rights Policy defined in Attachment A.

"Residuals" means information in non-tangible form which may be retained in the minds of persons who have had access to the Adopters Package, including ideas, concepts, know-how or techniques contained therein.

"**Specifications**" means the Khronos specifications selected on the signature page of this Agreement.

"**Test Source**" means the source code for the conformance tests for Specifications.

3. Khronos Membership

3.1. Membership Not Required

It is not necessary for an Adopter to be a Member. If Adopter becomes a Member, then any reduced Adopter Fees as defined in the Process Document become available on execution of this Agreement after the date of commencement of membership. No refunds shall be provided for Adopter Fees received before Adopter becomes a Member.

4. Adopter Fees

4.1. Payment of Fees

Upon execution of this Agreement the Adopter Fees as defined in the Process Document for Specifications shall be due to Khronos by any Adopter. No access to any Adopters Package shall be provided until the applicable Adopter Fees due for Specifications have been received by Khronos. No refunds shall be provided for Adopter Fees received under this Agreement under any circumstances.

4.2. Adopters Package Access

In return for these Adopter Fees Khronos will provide Adopter access to the Adopters Packages for Specifications and enable Adopter and its Affiliates to make submissions as defined in the Process Document for Specifications.

5. Conformance Process

5.1. Compliance with Process Document

Adopter agrees to comply with the Process Document before claiming or otherwise indicating or implying conformance with any Specification for any Product. Adopter warrants that all information supplied by Adopter and its Affiliates under the process defined in the Process Document, including information about Products, shall be accurate to Adopter's best knowledge.

5.2. Process Updates

Adopter acknowledges that the Process Document may be amended and updated at any time by Khronos in its sole discretion. Under no circumstance will Process Document updates invalidate the conformance for any Product that is conformant under an earlier version of the Process Document.

5.3. Notices for Process Updates

Khronos will distribute notices of any updates to the Process Document to an electronic mailing list to which Adopter shall be added. It is, however, incumbent on Adopter to provide Khronos with Adopter's correct email address and, should this address change, provide notice to Khronos of any new email address.

6. Reciprocal Patent License

6.1. Optional Acceptance and Grant of License

An Adopter that is not a Member shall indicate whether it accepts or declines the Reciprocal Patent License, as defined in Attachment A to this Agreement, for Specifications by signing the appropriate box on the signature page. The signing of the Adopters Agreement by a Member does not affect Adopter's exclusion from and declination of the Reciprocal Patent License resulting from Adopter's Membership Agreement, Exclusion Certificates, and IP Disclosure Certificates.

6.2. Limitation on Limited Patent License

The Reciprocal Patent License is effective only for so long as, and only to the extent that, Adopter's Product(s) that purport to implement the Specifications are conformant with the Specifications as defined in the Process Document.

7. Test Source and Binary Program License

7.1. Purpose

Within ten (10) business days of the Effective Date of this Agreement and receipt by Khronos of relevant Adopter Fees, Khronos shall make the Adopters Package, including any updates, electronically available to Adopter and its Affiliates.

7.2. Test Source License

Unless covered by a separate agreement included with the Test Source, Adopter and its Affiliates shall have a non-exclusive, nontransferable, royalty free license to internally use and modify the Test Source for the sole purpose of administering the test to Adopter's or Adopter's Affiliate's Products pursuant to the Process Document.

7.3. Binary Program License

Unless covered by a separate agreement included with the Binary Program, Adopter and its Affiliates shall have a non-exclusive, non-transferable royalty-free license to internally use Binary Program for the sole purpose of administering the test to Adopter's Products pursuant to the Process Document.

7.4. No Redistribution Rights

Except as permitted under a separate agreement included with the applicable code, Adopter and its Affiliates have no right to sublicense the foregoing rights to any third party. This Agreement does not give Adopter the right to publicly perform or publicly display the Adopters Package.

7.5. Indemnification

Subject to the provisions of Clause 11.12 (Limitation of Liability) Adopter agrees to indemnify and hold Khronos, and each of their respective officers, directors, affiliates, employees and agents, harmless from and against any damages, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees and amounts paid in settlement of any claim, of any kind or nature whatsoever, which may be sustained or suffered as a result of any use by Adopter of the Adopters Package in violation of the terms and conditions of this Agreement, including, without limitation, any act or omission, which causes harm or a violation of any of the rights of any third party.

7.6. Ownership Rights

Adopter receives no ownership interest in or title to any Khronos, Khronos licensor or other Mark Owners intellectual property in the Adopters Package including APIs, libraries, documentation, specifications, or derivatives thereof, Marks or other designs provided by Khronos hereunder as a result of Adopter's possession of the Adopters Package. Adopter shall provide Khronos with all Adopter's modifications to the Test Source, and Adopter transfers, assigns, and hereby does assign to Khronos all rights, title, and interest to any such modifications to the Test Source. For the avoidance of doubt, the previous sentence is not intended to include any other Adopter software and/or libraries that may be combined with or linked to the Test Source. Khronos (and its licensors, if any) reserve all rights not expressly granted.

7.7. No Other Rights

Except as otherwise expressly provided herein, no license or rights in the Adopters Package, APIs, libraries, documentation, specifications, or derivatives thereof, Marks, or other designs, software, trademarks, or other intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise.

8. Trademark License

8.1. Conditional Trademark License

Subject to the terms and conditions set forth herein, Khronos grants to Adopter and its Affiliates the right to use the Marks as defined in the Process Document for Specifications, world-wide, solely with conformant Product(s) as defined in the Process Document. In the event that Products contain multiple programs or drivers, the Marks may only be used in reference to those programs or drivers that are conformant. An Adopter may only use Marks associated with optional functionality profiles described in the Process Document on Products that are conformant with those profiles. Khronos warrants that it has all necessary rights to grant to Adopter this license to use the Marks.

8.2. Trademark Indemnification

Adopter agrees to indemnify and hold Mark Owners, and each of its respective officers, directors, affiliates, employees and agents, harmless from and against any damages, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees and amounts paid in settlement of any claim, of any kind or nature whatsoever, which may be sustained or suffered as a result of any use by Adopter of the Mark in violation of the terms and conditions of this Agreement, including, without limitation, any act or omission, which causes or is alleged to cause harm or a violation of any of the rights of any third party.

8.3. Adopter Covenants

(i) Adopter acknowledges that Mark Owner is the owner of all of its right, title and interest in and to the Marks and that the Mark Owner is the owner of its goodwill attached or which shall become attached to the Marks. All uses of the Marks, for trademark ownership purposes, shall inure to the benefit of Mark Owner. Adopter shall not do any act or thing to knowingly adversely affect any rights of Mark Owner in and to the Marks or any registrations thereof or which, directly or indirectly, will reduce the value of the Marks or detract from its reputation. In the event Adopter's employees participating in Khronos activities become aware of what they believe to be unauthorized use of the Marks by a third person, Adopter shall use reasonable efforts to notify Khronos of such use.

(ii) Adopter acknowledges that the Marks may have acquired a valuable secondary meaning and goodwill with the public, and that Products bearing or associated with the Marks have acquired a reputation of being of the highest quality. Accordingly, notwithstanding any provision in this Agreement to the contrary, Adopter undertakes and agrees not to knowingly use the Marks in any manner which, directly or indirectly, would derogate or detract from its reputation.

(iii) Adopter acknowledges and agrees that any threat or challenge to the quality or reputation of the Marks or goods or services sold under the Marks, or any misuse of the Marks under the terms of this Agreement, presents a potential for irreparable harm, and that potential irreparable harm could exist in such circumstances sufficient to warrant a grant of injunctive relief.

8.4. Quality Control

Mark Owner retains the right to disapprove of any use by Adopter of the Marks in the event that Adopter does not pass the requisite conformance testing or uses the Marks out of compliance with applicable guidelines as defined in section 8.6; provided, however, that Mark Owner shall not unreasonably disapprove of any such use. Adopter agrees to change or discontinue (at Mark Owner's option) use of the Mark immediately upon Mark Owner's request.

8.5. Non-assertion of Rights in Marks

Adopter shall not represent that it has ownership in the Marks and acknowledges that use of the Marks shall not create any right, title or interest in the Marks beyond the license rights granted herein; and Adopter shall never challenge Mark Owners' ownership of or the validity of the Marks or any application by Mark Owner for registration thereof or any rights of Mark Owner therein. Adopter agrees not to assert against Khronos or any Member any trademark, trade name, or similar rights (a) that Adopter has now in the names Khronos, Khronos Group or the Marks, or (b) that Adopter may obtain in the names Khronos, Khronos Group or the Marks, provided that Khronos applies for such marks in good faith and not to the detriment of Adopter. Adopter will not use or adopt any trademarks for any product, service, or specification likely to cause confusion with the Marks. For the avoidance of doubt, the previous sentence shall not apply to any marks contributed by Adopter to, and intended to be licensed through, Khronos.

8.6. Use of Trademarks

Adopter and its Affiliates shall use the Marks strictly in compliance with applicable legal requirements and in accordance with the then-current and applicable standard trademark use guidelines issued by Mark Owners and Khronos, and currently located at http://www.khronos.org/trademark_guidelines, as necessary to preserve and protect the validity, value, and enforceability of the Mark.

9. Confidential Information

9.1. Non-Confidential Information

Any Test Source that is made publicly available by Khronos under open-source license terms is not confidential. Additionally, Adopter agrees that the execution of this Agreement and the identification of Adopter's Products as conformant is not confidential. Khronos may make conformance information regarding the above publicly available on the Khronos web site but will not otherwise publicly comment on the Products without Adopter's prior written approval.

9.2. Confidentiality Obligation

Confidential Information is provided hereunder solely for the purpose of facilitating the relationship described in this Agreement and the parties agree not to use any information for any purpose except as contemplated by this Agreement. The use of and access to Confidential Information shall be limited by the parties to their respective employees that need to know such Confidential Information for the purposes of carrying out their respective obligations under the Agreement. Recipient shall use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Confidential Information as it uses to protect its own confidential information.

9.3. Notices and Legends

The receiving party ("**Recipient**") shall reproduce and include in all copies of Confidential Information prepared by the disclosing party ("**Discloser**") the copyright notices and proprietary legends of Discloser as they appear therein as furnished to Recipient by Discloser. Recipient shall not remove any proprietary, copyright, mask work, trade secret or other legend from any form of Confidential Information.

9.4. Return of Confidential Information

Upon termination, Adopter will destroy or return to Khronos all tangible and intangible copies of Confidential Information that are in its possession. The forgoing provisions shall not require Licensee to purge its back up or archival tapes created automatically as part of its corporate IT policy provided that Licensee does not access or reinstall any versions of the Confidential Information from the back up or archival tapes.

9.5. Residuals

Adopter and its Affiliates are free to use for any purpose the Residuals resulting from access to or work with the Adopters Package provided that it maintains the confidentiality of the Adopters Package as provided herein. Adopter and its Affiliates have no obligation to limit or restrict the assignment of persons with access to Adopters Package or to pay royalties for any work resulting from the use of the Residuals. However, the foregoing does not grant a license to any patents or copyrights held by Khronos or Khronos Members.

10. Term and Termination

10.1. Term

The term of this Agreement will begin on the Effective Date and will continue indefinitely unless terminated pursuant to this Section.

10.2. Adopter Termination

Adopter may terminate this Agreement at any time by providing written notice to Khronos.

10.3. Termination of Portions of the Agreement by Khronos

Adopter recognizes that certain rights granted hereunder are third party rights being passed through, sub-licensed or otherwise granted by Khronos. Accordingly, it is specifically provided that Khronos may terminate any portion of this Agreement at any time as to any portion of the Adopters Package, upon the termination of Khronos' right with respect to that portion, or if Khronos has reasonable grounds, without any admission of liability to believe that any of the technology licensed hereunder infringes the rights of any third party.

10.4. Termination through Insolvency

This Agreement shall terminate immediately if Adopter: (i) becomes insolvent; (ii) has a receiver is appointed for it or its property; or (iii) commences voluntary or involuntary bankruptcy proceedings (in the event of an involuntary filing, provided such proceeding has not been vacated or set aside within sixty (60) days of commencement).

10.5. Termination through Breach

This Agreement may be terminated by either party immediately upon receipt of notice in writing if the other party commits any material breach of obligations contained herein and such breach is not cured within thirty (30) days of written notice thereof.

10.6. Rights after Termination

In the event of termination, except as set forth in 10.7 & 10.8 below, all rights granted hereunder shall revert to Khronos and/or its Licensors and Adopter shall cease and desist all use of the Adopters Package and shall destroy all full or partial copies of the Adopters Package in Adopter's possession, in accordance with Clause 9.4 above, and shall warrant to Khronos in writing by an officer of Adopter as to such destruction. Adopter's failure to comply with the obligations of this Section shall constitute unauthorized use of the Adopters Package, entitling Khronos to equitable or other relief.

10.7. Remaining License Terms

Any Reciprocal Patent Licenses that were granted by and to Adopter prior to termination will remain in full force and effect. Unless the Agreement was terminated by Khronos due to Adopter's breach, the license to use the Marks on conformant Product(s) submitted by Adopter prior to the termination date will remain in full force and effect

10.8. Survival

In addition, the following terms and conditions of this Agreement will survive termination or expiration of this Agreement: Sections 2, 7.5, 7.6, 7.7, 9, 10 & 11.

11. General

11.1. Assignment

Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable by Adopter without the prior written approval of Khronos, provided however, that this Agreement may be assigned by Adopter to a purchaser of all, or substantially all, of that Adopter's business or assets, whether by merger, sale of assets, sale of stock, or otherwise without such approval.

11.2. No Other Rights

No license, rights or title in or to any software or any intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise, except as expressly provided in this Agreement.

11.3. No Agency

The parties hereto are independent parties, and nothing herein shall be construed to create an agency, joint venture, partnership, or other form of business association between the parties hereto.

11.4. Export

Adopter agrees that it will not export or re-export any portion of the Adopters Package (or any copies thereof) in violation of any applicable laws or regulations of the U.S. or the country in which they were obtained.

11.5. Notices

Any notices under this Agreement shall be sent by a) registered mail; b) tracked overnight carrier or c) email transmission where the recipient specifically replies to acknowledge receipt. For the purposes of notice sent under Clause 11.5 c) a notice sent by email shall be considered notice in writing. All notices shall be sent to the parties at their respective addresses listed on the signature page or at such addresses as the parties may later specify by notice.

11.6. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding its choice of laws rules. The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, this Agreement shall be subject to the exclusive jurisdiction of the California state courts of Santa Clara County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California, San Jose), and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

11.7. No Rule of Strict Construction
Regardless of which party may have drafted this Agreement, no rule of strict construction may be applied against any party.

11.8. Severability
If any provision of this Agreement will be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Agreement will not be in any way impaired.

11.9. Non-waiver
The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions, except as expressly provided herein.

11.10. Complete Agreement
This Agreement constitute the complete and exclusive statement of the agreement between the parties, and supersedes all previous agreements, proposals, oral or written, and all other communications or understandings between the parties relating to the subject matter of this Agreement, provided that if the parties have entered into any Adopters Agreements with perpetual rights to certain specification versions prior to this Agreement, the terms of those agreements shall continue in effect with respect to the applicable specification versions following the termination of this Agreement. Each party acknowledges that it has not relied upon any representation or statement not contained herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by Adopter and Khronos hereto.

11.11. No Warranty
ALL PARTIES ACKNOWLEDGE THAT ALL INFORMATION PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY SPECIFICATIONS AND CONTRIBUTIONS, ARE PROVIDED “AS IS” WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, SECURITY, SATISFACTORY QUALITY, NON-INFRINGEMENT INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, FITNESS FOR ANY PARTICULAR PURPOSE, ERROR-FREE OPERATION, OR ANY WARRANTY OR CONDITION OTHERWISE ARISING OUT OF ANY PROPOSAL, CONTRIBUTION, SPECIFICATION, OR SAMPLE.

11.12. Limitation of Liability
IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY, CONDITION OR OTHERWISE, ARISING IN ANY WAY IN RELATION TO THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, KHRONOS’ AND ADOPTER'S TOTAL LIABILITY IN CONNECTION WITH CLAIMS RELATED TO THIS AGREEMENT SHALL NOT EXCEED $100,000.

11.13. Authority to Sign
The person signing on behalf of Adopter hereby represents and warrants that he/she has the appropriate authorization to bind Adopter in this Agreement.

Khronos Adopters Agreement Signature Page

For Khronos
9450 SW Gemini Drive #45043,
Beaverton, OR 97008-6018 USA

Authorized Signature

Printed Name

Title

Email Address

Date of Signature

For Adopter

Adopter name

Street address

City, State, ZIP, Country

Authorized Signature

Printed Name

Title (if applicable)

Email Address

Date of Signature

Adopted Specifications

One-time Fee

☐ OpenGL ES 3.2 ☐ OpenGL 4.5 ☐ OpenGL 4.6 ☐ OpenGL SC 2.0 ☐ WebGL 2.0 ☐ OpenVG 1.1

☐ SYCL 2020 ☐ OpenVX 1.3

Subscription Fee (all versions)

☐ Vulkan ☐ Vulkan SC ☐ Vulkan Video ☐ ANARI ☐ OpenCL

☐ OpenXR (Fee based on number of full-time employees: _____)

Other: _____

Any Adopter not a Member on the Effective Date must sign *one* of the entries below:

Adopter **ACCEPTS** Limited Patent License

Authorized Adopter Signatory

Adopter **DECLINES** Limited Patent License

Authorized Adopter Signatory

Attachment A

Khronos Group Adopter Intellectual Property ("IP") Rights Policy

Definitions

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party to this Agreement, so long as such Control exists.

"**Compliant Portion**" means a portion of a product, where such portion is fully compliant with all relevant portions of a Ratified Specification. Any portion of a product that is not fully compliant with all relevant portions of a Ratified Specification shall not constitute a Compliant Portion.

"**Contribution**" means verbal or written information submitted to Khronos for the purpose of consideration and adoption by Khronos for inclusion in a Draft Specification.

"**Control**" means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of an entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity.

"**Necessary Patent Claims**" means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which Adopter or its Affiliates has the right to grant licenses in accordance with the terms and conditions of this Attachment A at any time during the term of the Agreement, and which are necessarily infringed by any Compliant Portion. Necessary Patent Claims do not include any claims (i) other than those set forth above even if contained in the same patent or patent application as Necessary Patent Claims; (ii) that read solely on (1) any implementation of any portion of the Ratified Specification that is not a Compliant Portion, or (2) any Compliant Portion that is not within the bounds of the Scope; or (iii) that it is possible to avoid infringing because there is a commercially plausible non-infringing alternative for implementing such portions of the Ratified Specification.

"**Ratification**" means Khronos approving a Draft Specification for public release.

"**Ratified Specification**" means a specification after Ratification.

"**Reciprocal License**" means the perpetual, royalty-free, fully paid, worldwide, nonexclusive license under any Necessary Patent Claims to make, have made, use, import, offer to sell and sell Compliant Portions, together with the right without royalty or fee to sublicense to third parties (a) the right to distribute Compliant Portions through the normal tiers of distribution to end users or to resellers, distributors, dealers and authorized manufacturers and others in the distribution channel, and (b) the right to reproduce Compliant Portions solely in connection with the distribution permitted under paragraph (a) of this definition, provided, however, that the royalty-free provisions shall not apply to Necessary Patent Claims that, if licensed would require payment by licensor to unaffiliated third parties.

"**Adopter**" means any entity that has signed the Khronos Draft Specification Adopters Agreement to which this Attachment A is attached.

"**Scope**" means the application program interfaces and data structures solely to the extent disclosed with particularity in a Ratified Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect, or communicate as defined within a Ratified Specification. Notwithstanding the foregoing, the Scope does not include: (a) any enabling technologies that may be necessary to make or use any product or portion of any product that complies with the Ratified Specification, but are not themselves expressly set forth in the Ratified Specification (e.g. semiconductor manufacturing technology, hardware architecture, processor architecture or microarchitecture, compiler technology, object oriented technology, basic operating system technology, compression technology, algorithms, and so on); or (b) the implementation of other published specifications developed elsewhere but referred to in the body of the Ratified Specification; or (c) any portions or combinations of any product whose purpose is not required for compliance with the Ratified Specification. For the purposes of this definition, the Ratified Specification will include only interconnection requirements and will not include any implementation examples or any information pertaining to the architecture, design or operating principles of any implementations unless such implementation examples or information are expressly identified as

being included as part of the Ratified Specification, and provided that Adopter or Members submitting the Contributions including such implementation examples or information provide their consent to such identification.

1. Licenses

1.1 Copyright License

Adopter grants to Khronos a worldwide, irrevocable, non-exclusive, non-transferable, royalty free copyright license for any Draft Specification on the date of Ratification to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of Adopter solely for the purposes of developing, publishing and distributing Ratified Specifications and related materials, as well as products based on such documents.

1.2 Reciprocal License Grant

Adopter, and its Affiliates, agrees to grant a Reciprocal License under any of its Necessary Patent Claims for any Ratified Specification on the date of Ratification in reciprocity to all other Members and Adopters that also grant a Reciprocal License to Adopter ("**Licensees**"). Such Reciprocal License is granted whether or not the licensor or licensee Member or Adopter ever had any knowledge of the existence of such Necessary Patent Claims.

1.3 Reciprocal Grant

This grant of the Limited Patent License to any individual Licensee is subject to Adopter receiving in return a Reciprocal License from the Licensee and its Affiliates.

1.4 Defensive Suspension

Any licensor shall have the right to suspend any Reciprocal License granted by that licensor to any other Licensee ("**Plaintiff**") in the case that the Plaintiff initiates any lawsuit or other legal proceeding against the licensor alleging patent infringement within the Scope.

2. Disclosure

2.1 No Khronos Disclosure Necessary

Khronos shall not be responsible for identifying patent rights for which a license may be required, or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention.

2.2 No Adopter Disclosure Necessary

Adopter is not required to disclose a Necessary Patent Claim if Adopter commits to license such Necessary Patent Claim according to the terms and conditions of the Reciprocal License.

Attachment B
Subcontractor Warranty

Adopter hereby warrants that it is executing the Adopters Agreement, to which this Attachment is a part, solely for the purposes of accessing the Adopters Package to create a Submission on behalf of another Adopter ("Contracting Adopter") and therefore wishes to request a waiver of Adopter Fees in return for relinquishing: a) any rights in the Adopters Agreement to make Submissions on its own behalf and b) any Trademark licensing rights.

Both Adopter and Contracting Adopter must sign this Attachment and Khronos may agree to the waiver of Adopter Fees entirely at its own discretion.

Additionally, the Contracting Adopter may request to the Board to keep the identity of Adopter confidential from other Members, which permission shall be granted at the sole discretion of the Board.

Additionally, the Contracting Adopter may apply to be pre-approved to subcontract to additional Adopters without further Board approval for a period of 12 months following the Effective Date. The Board shall pre-approve a Contracting Adopter only if that Contracting Adopter is applying for, or has previously applied for, a subcontracting project with a separate Adopter. After the expiry of the 12-month pre-approval period, the Contracting Adopter may not subcontract to Adopters without pre-approval unless obtaining an extension to the pre-approval period, in writing from Khronos.

All other provisions in the Adopters Agreement other than those stated above are not affected by any agreed waiver of fees.

Contracting Adopter	**Adopter**
Street address of Contracting Adopter	Street address of Adopter
City, State, ZIP, of Contracting Adopter	City, State, ZIP, of Adopter
Authorized signature on behalf of Contracting Adopter	Authorized signature on behalf of Adopter
Printed name of Contracting Adopter signatory	Printed name of Adopter signatory
Title of Contracting Adopter signatory	Title of Adopter signatory
Email address for Contracting Adopter signatory	Email address for Adopter signatory
Date of signature	Date of signature

☐ Request to keep identity of Adopter confidential from Members

☐ Apply for pre-approval for additional Contracting Adopter projects