

# KHRONOS GROUP ONE WAY NON-DISCLOSURE AGREEMENT

**This agreement enables a company, academic institution,  
government institution or person to receive confidential Khronos information**

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

**Contact for processing this agreement and arranging payment:**

<b>COMPANY:</b> _____
<b>NAME:</b> _____
<b>EMAIL:</b> _____
<b>PHONE:</b> _____
<b>FAX:</b> _____

## **Guidelines for completing this agreement:**

1. Enter your company or institution name on this cover page, along with your name, email address and fax number if you require fax communication. Have an authorized person sign the signature page on all completed copies 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.

2. Email a PDF of the executed agreement to [finance@khronos.org](mailto:finance@khronos.org)

**OR**

Mail two signed copies of this agreement to:

**Khronos Group Inc, 9450 SW Gemini Drive #45043, Beaverton, OR 97008, USA**

One completed copy will be returned for your records.

### **If you have questions please contact:**

Khronos Group Management

[finance@khronos.org](mailto:finance@khronos.org)

Voice mail: +1 (415) 869-8627

Fax: +1 (707) 202-0030

# KHRONOS

## ONE WAY NON-DISCLOSURE AGREEMENT

This Khronos Recipient Agreement ("**Agreement**") is entered into by and between The Khronos Group Inc. ("**Khronos**"), and the undersigned party ("**Recipient**"), by and through their authorized representatives as of the Effective Date as defined below.

### 1. BACKGROUND

A. Khronos is using diligent efforts to create open standard specifications to enable market growth in the embedded and mobile industries. Khronos wishes to provide Khronos confidential information to Recipient to further this goal;

B. Recipient wishes to receive Khronos confidential information in order to enable a dialog or commercial relationship with Khronos.

### 2. DEFINITIONS

Throughout this Agreement and Attachment A the following terms when capitalized shall have the following meanings:

**"Confidential Information"** shall include all materials generated by Khronos and by Members on behalf of Khronos, and not specifically designated as non-Confidential by Khronos, including of all versions and revisions of draft specifications and any passwords and minutes provided to Recipient under this agreement. 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, the Recipient having received the Confidential Information will provide prompt notice to Khronos in order to facilitate Khronos' legal intercession.

**"Effective Date"** means the later of the last date of signature on the signature page below.

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

### 3. PURPOSE AND SCOPE

Recipient hereby agrees to conform to all of the applicable terms and conditions set forth in this Agreement.

### 4. CONFIDENTIAL INFORMATION

#### 4.1 Recipient's Information Not Confidential

Recipient's information provided to Khronos is not confidential and Members are free to use any such information for any purpose and disclose such Contributions to each other and any third parties.

## **4.2 Confidentiality Obligation**

Recipient will maintain all 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 and will not disclose the Confidential Information except as necessary for its employees to evaluate and comment thereon. Recipient will mark any copies it makes of such Confidential Information "Khronos Confidential," "Khronos Proprietary" or with a similar legend and shall reproduce all copyright notices and disclaimers contained in the Confidential Information. Unless the parties agree otherwise, this obligation of confidentiality will expire two (2) years from the date of disclosure to Recipient.

## **4.3 Return of Confidential Information**

Upon Termination, Recipient will destroy or return to Khronos all tangible and intangible copies of Confidential Information that are in its possession.

# **5. GENERAL**

## **5.1 Assignment**

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

## **5.2 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.

## **5.3 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.

## **5.4 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.

## **5.5 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.

## **5.6 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. 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 the Recipient and Khronos hereto.

### **5.7 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, NONINFRINGEMENT 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.

### **5.8 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.

### **5.9 Termination**

Either party may terminate this Agreement at any time upon written notice to the other party. Promptly after such termination, all obligations of Recipient and Khronos under this Agreement will terminate and Recipient will return or destroy all materials provided by Khronos to Recipient pursuant to this Agreement. Notwithstanding the foregoing, the rights and obligations set forth in Sections 4 (Confidential Information), 5.7 (No Warranty) and 5.8 (Limitation of Liability) and Attachment A (IP Licensing) will survive termination of this Agreement.

### **5.10 Authority to Sign**

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

# KHRONOS RECIPIENTS AGREEMENT SIGNATURE PAGE

<b>Khronos Group</b> 9450 SW Gemini Drive #45043 Beaverton, OR 97008-6018 USA	<hr style="border-top: 1px solid black;"/> <b>(“RECIPIENT”)</b>
<hr/>	<hr style="border-top: 1px solid black;"/> <small>Street address of Recipient</small>
<hr/>	<hr style="border-top: 1px solid black;"/> <small>City, State, ZIP, of Recipient</small>
<hr/> <small>Authorized signature in behalf of Khronos Group Inc.</small>	<hr style="border-top: 1px solid black;"/> <small>Authorized signature in behalf of Recipient</small>
<hr/> <small>Printed name of Khronos</small>	<hr style="border-top: 1px solid black;"/> <small>Printed name of Recipient</small>
<hr/> <small>Title of Khronos</small>	<hr style="border-top: 1px solid black;"/> <small>Title of Recipient</small>
<hr/> <small>Email address for Khronos</small>	<hr style="border-top: 1px solid black;"/> <small>Email address for Recipient</small>
<hr/> <small>Date of signature</small>	<hr style="border-top: 1px solid black;"/> <small>Date of signature</small>