



NVIDIA BUSINESS PLATFORM LOGO LICENSE AGREEMENT (System Builders)

This NVIDIA BUSINESS PLATFORM LOGO LICENSE AGREEMENT ("Agreement") is made and entered into by and between NVIDIA Corporation ("NVIDIA"), and the entity that executes the following terms and conditions of this Agreement by signing below ("Licensee").

1. DEFINITIONS

- (a) "Criteria" means (i) the Licensee Obligations set forth in Exhibit A, and (ii) the Logo Usage Guidelines set forth in Exhibit B.
- (b) "Effective Date" means the date NVIDIA counter accepts this Agreement, and shall be the date upon which the Agreement takes effect.
- (c) "Logo" means the appropriate logo(s) depicted in the attached Logo Usage Guidelines set forth in Exhibit B or such additional or replacement logo(s) as NVIDIA may provide under this Agreement.
- (d) "Product" means Licensee's product specifically identified in Exhibit C by name and version or model number.

2. LICENSE GRANT & RESTRICTIONS

- (a) NVIDIA hereby grants to Licensee a worldwide, nonexclusive, nontransferable, personal license to use the Logo solely in conjunction with Products that meet and are distributed in accordance with the Criteria.
- (b) Licensee shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner without prior written consent from NVIDIA. NVIDIA reserves all rights not expressly granted herein. This Agreement does not grant by implication, estoppel, or otherwise, any license to any NVIDIA technology, patent or intellectual property rights other than the specific rights to use the Logo granted pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

- (a) Licensee acknowledges NVIDIA's sole ownership of the Logo, and all associated goodwill, and that NVIDIA retains all right, title, and interest in and to the Logo. All goodwill arising from use of the Logo by Licensee will inure to the sole benefit of NVIDIA.
- (b) Licensee will not use the Logo in any manner that will diminish or otherwise damage NVIDIA's goodwill in the Logo. Licensee will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates NVIDIA's rights in the Logo.
- (c) Licensee shall take reasonable steps to notify NVIDIA of any suspected violation of, or challenge to, NVIDIA's rights in the Logo of which Licensee becomes aware. NVIDIA shall have the sole right to, and in its sole discretion may control any action concerning the Logo.

4. QUALITY CONTROL

- (a) All Product distributed in connection with the Logo shall meet and be distributed in accordance with the Criteria. Licensee shall use the Logo solely in connection with Product that meets the Criteria.
- (b) Licensee shall cooperate with NVIDIA to facilitate periodic review of Licensee's use of the Logo, and of Licensee's compliance with the Criteria. Licensee shall promptly correct and remedy any deficiencies in its use of the Logo and conformance to the Criteria upon reasonable notice from NVIDIA.

5. MARKET ASSESSMENTS. Licensee and NVIDIA both acknowledge that they have independently assessed the market opportunity for their Products, separately and together, as part of the NBP, and that no representations or warranties, express or implied, have been made or relied upon by either party in connection with this Agreement relating to the potential or actual market opportunity for the NBP offering.

6. INDEMNIFICATION FROM LICENSEE. Licensee will indemnify and defend NVIDIA from and against any and all third party claim(s), damages, costs, and expenses (including reasonable attorneys' fees) related to any material breach of this Agreement by Licensee ("Licensee Indemnified Claim"), provided: (i) Licensee is notified promptly in writing of any Licensee Indemnified Claim, (ii) Licensee has sole control over the defense of the Licensee Indemnified Claim, and (iii) NVIDIA provides reasonable cooperation, in the defense of the same.

7. INDEMNIFICATION FROM NVIDIA

(a) NVIDIA will indemnify and defend Licensee from and against any and all third party claim(s), damages, costs, and expenses (including reasonable attorney's fees) that the Logo infringes any trademark rights of such third party ("NVIDIA Indemnified Claim"), provided: (i) NVIDIA is notified promptly in writing of any NVIDIA Indemnified Claim, (ii) NVIDIA has sole control over the defense of the NVIDIA Indemnified Claim, and (iii) Licensee provides reasonable cooperation, in the defense of the same. NVIDIA shall have no further obligation to indemnify or defend Licensee from any other third party claim of any type or manner whatsoever.

(b) In connection with any pending or reasonably anticipated NVIDIA Indemnified Claim, Licensee shall promptly discontinue or modify use of the Logo upon NVIDIA's request. NVIDIA shall have no liability for any NVIDIA Indemnified Claim based on Licensee's use of the Logo more than twenty (20) days after NVIDIA's written notice that Licensee should cease use of the Logo due to such claim. Licensee shall indemnify and defend NVIDIA from and against all damages, costs, and expenses (including reasonable attorney's fees) incurred due to Licensee's continued use of the Logo after such twenty (20) day notice period.

8. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

(a) NVIDIA MAKES NO WARRANTIES REGARDING THE LOGO, AND HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIALITY. All data, materials, and information, whether tangible or intangible, exchanged by the parties, or obtained by a party from the other party, in connection with this Agreement or a party's performance hereunder shall be kept strictly confidential by the party receiving such information. In addition, the terms of this Agreement shall remain confidential between the parties, and neither Licensee nor NVIDIA shall disclose or publicly announce the terms of this Agreement.

10. TERM AND TERMINATION

(a) This Agreement shall be effective from the Effective Date and shall remain in effect for three (3) years unless otherwise agreed by the parties in writing.

(b) NVIDIA shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice.

(c) Either party shall have the right to terminate this Agreement for a material breach by the other party if such breach is not cured within thirty (30) days of written notice to the other party of such breach.

(d) Upon expiration or termination of this Agreement, Licensee will immediately cease all use of the Logo. However, unless the Agreement is terminated for breach, and subject to Section 6(b), Licensee may distribute then-existing units of Product and advertising materials containing the Logo for a period of one hundred and eighty (180) days from termination, provided use of the Logo in connection with such units complies with this Agreement.

11. NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be in writing, addressed as stated herein, and shall be deemed given when: (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid.

NVIDIA:

NVIDIA Corporation
2701 San Tomas Expressway
Santa Clara, CA 95050
Attention: David Ragonas
dragonas@nvidia.com

LICENSEE:

Company name: _____
Address: _____
Attention: _____
Email address: _____

12. MISCELLANEOUS

(a) *Entire Agreement.* This Agreement, including all Exhibits, comprises the parties' entire agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. It may be amended only by written agreement signed by the parties.

(b) *Governing Law.* This Agreement shall be interpreted under and controlled by United States federal trademark law, and the laws of the State of Delaware notwithstanding the application of any conflict of law rules. Exclusive venue over all disputes arising under or relating to this Agreement shall be in the federal or state courts of Santa Clara County, California.

(c) *Attorneys' Fees.* In any action to enforce this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.

(d) *No Waiver.* No waiver of any breach of this Agreement shall constitute a waiver of any other breach, and no waiver shall be effective unless in writing, signed by the waiving party.

(e) *Severability.* If any provision (or portion thereof) of this Agreement shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.

(f) *Relationship.* Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

(g) *Survival.* The provisions of Sections 8, 9, 10, 11 and 12, as well as Sections 6 with respect to Product(s) distributed with the Logo, and 7 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this Agreement.

(h) *Exhibits.* This Agreement includes Exhibits A, B and C which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized personnel.

NVIDIA CORPORATION

Licensee

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ADDRESS: _____

EXHIBIT A

NVIDIA AND LICENSEE OBLIGATIONS

A. LICENSEE OBLIGATIONS

Licensee agrees and acknowledges that, as a condition to the License granted under the Agreement and the other rights afforded hereunder, Licensee must satisfy on an ongoing basis the Licensee Obligations set forth below. Licensee acknowledges and agrees that only systems that meet the following Obligations as determined by NVIDIA may be sold or marketed under the NVIDIA Business Platform trademark and logo(s).

1. NBP Compliance Analyzer. NVIDIA has developed a proprietary compliance analyzer designed to detect system compatibility with the system requirements for the NBP (“NBP Compliance Analyzer”). The NBP Compliance Analyzer validates certification levels on the required system hardware and software components, as well as system health levels via the WPT BIOS interface. NVIDIA will provide the NBP Compliance Analyzer to system builders that desire to become licensed to the NBP logo and trademark. System builders must run the NBP Compliance Analyzer on one production unit of each NBP SKU or system model and send to NVIDIA documentation sufficient to establish (to NVIDIA’s satisfaction) that the system passed the Compliance Analyzer. The documentation must be sent along with a completed version of Exhibit C to this Agreement.

The NBP Compliance Analyzer will test the system for compliance as set forth in the NVIDIA Business Platform System Builder Technical Specifications and System Requirements document.

[SEE SYSTEM BUILDER TECHNICAL SPECIFICATION AND SYSTEM REQUIREMENTS DOCUMENT AS SEPARATELY PROVIDED BY NVIDIA TO LICENSEE]

2. RMA, Warranty and Support. The provision of high-quality, industry standard support and service to end customers is a key factor to the overall success of the NBP. NVIDIA expects that all Licensees to maintain and administer strong programs dealing with return materials authorizations, warranty handling and support to end customers.

3. Marketing and Promotional Commitments. Licensee will be expected to cooperate with NVIDIA on certain marketing activities designed to promote the NBP brand and Licensee’s participation therein. NVIDIA and Licensee will work cooperatively to determine the specifics of such activities, which will include, at a minimum, the following:

- a. NBP logo on Licensee’s homepage (indicating, for example, “Launch Partner”)
- b. Dedicated NBP landing page on Licensee’s website
- c. NBP case badges on all NBP-certified units
- d. NBP logo on cartons and featured in marketing collateral for NBP SKUs
- e. NBP sales training to sales team
- f. Quarterly email blast featuring NBP solutions

B. NVIDIA OBLIGATIONS

Provided that Licensee fulfills all Licensee Obligations set forth above and otherwise complies with the terms and conditions set forth in the Agreement, NVIDIA will provide certain engineering and marketing services under this Agreement, as reasonably required to initiate and promote the NBP Program, wherein such services will include:

NVIDIA will provide Licensee with a roadmap for Products to be included in the NBP.

NVIDIA will provide marketing and sales programs for the NBP as set forth in further detail below. Notwithstanding any of the foregoing, the Parties agree that NVIDIA will not be obligated to provide any engineering or marketing support to end customers, or any third party. As part of such marketing and sales programs that NVIDIA shall provide to Licensee hereunder:

1. At a time to be determined by NVIDIA, NVIDIA will publicly announce NBP. Licensee gives NVIDIA permission to include its name as a partner in this program.
2. NVIDIA will list Licensee Products that are part of the NBP on NVIDIA's website only while such Licensee Products are part of the NBP.
3. NVIDIA will provide marketing and sales programs about NBP that target the end customers of NVIDIA Products and Licensee Products, namely OEMs, system builders, VARs, and system integrators, press, and industry analysts.
 - i. NVIDIA will provide continued messaging and promotion of the NBP Program in order to maintain ongoing awareness of the NBP Program during the term of the Agreement.
4. Marketing and sales programs developed by NVIDIA may include:
 - i. Direct mail
 - ii. Email
 - iii. Website development
 - iv. Marketing collateral
 - v. Pilot program plan
 - vi. Press releases
 - v. End-customer system loans (under separate agreement)

EXHIBIT B

NBP LOGO USAGE GUIDELINES

[SEE NBP LOGO USAGE GUIDELINES AS SEPARATELY
PROVIDED BY NVIDIA TO LICENSEE]

EXHIBIT C

LICENSED SYSTEM

Licensee agrees to complete and provide to NVIDIA a new version of this Exhibit C for each Licensee product that uses the official NBP logo and trademark.

Completed copies of this Exhibit C should be directed to:

David Ragonés
NVIDIA Corporation
2701 San Tomas Expressway
Santa Clara, CA 95050
Phone: 408 486 7622
dragonés@nvidia.com

Exhibit C to the NVIDIA BUSINESS PLATFORM LOGO LICENSE AGREEMENT (“Agreement”) dated _____ between NVIDIA Corporation and _____ (“Licensee”)		
1. Licensee’s Product Name	2. Product version and/or model number	3. Date Product is added to Agreement

Licensee

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ADDRESS: _____
