



# AUTHORIZED TEST CENTER AGREEMENT

## TERMS AND CONDITIONS

This Authorized Testing Center Agreement (“Agreement”) is made, entered into and effective as of the later date of the authorized signatures set forth below (“Effective Date”) by and between Analog Devices, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts having its principal place of business at One Analog Way, Wilmington, MA 01887, U.S.A., d/b/a Simplay Labs, (hereinafter, “Simplay” or “ATC” ) including its partner ATCs identified on the ATC website <https://www.simplaylabs.com/ProductsServices/Testing/TestCenterLocations> and the Adopter (“Adopter” or “HDMI Adopter”) as set forth on the “Cover Page” above. Each of ATC and Adopter may be referred to individually as a Party, or collectively as the “Parties” to this Agreement.

### Recitals

WHEREAS ATC offers certain services as relates to testing to determine compliance of products (the “ATC Services”) to the HDMI (“High-Definition Multimedia Interface”) standards promulgated by HDMI, including the HDMI Specification and HDMI Compliance Test Specifications (collectively, the “HDMI Specifications”);

WHEREAS Adopter seeks to subject their goods or products (the “Adopter Products”) to HDMI testing; and

WHEREAS ATC and Adopter desire to collaborate so that the Adopter Products may be subjected to the ATC Services.

THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants herein contained, ATC and Adopter hereby agree as follows:

#### 1. Definitions.

- a. Adopter: means the entity recognized on the Cover Page of this Agreement and its Affiliates.
- b. Adopter Product: means the materials submitted and shipped by the Adopter to the ATC that will be subject to the ATC Services.
- c. Affiliates: means for a Party, the entities that now or hereafter directly or indirectly control (greater than 50% voting power, stock or equity to elect directors or a corporation in the case of a corporate entity, or for any other entity, the power to direct management of such entity), only so long as such entities are controlled by or are under common control with such person or entity.
- d. ATC: means Simplay Labs, an authorized test center recognized by HDMI, and listed on the HDMI website, the test center consisting of a testing lab, test operator, and required test equipment.

- e. Auditor: means an independent legal entity designated by HDMI Licensing Administrator, Inc., who shall, at a minimum, sign a confidentiality agreement with the ATC and any other party determined necessary by the ATC.
- f. CDF: means a document that is a Capabilities Declaration Form, which is filled out by an Adopter seeking testing services and submitted to an ATC so that the ATC can run the tests to determine compliance with the features in the CDF.
- g. Charges: means transportation, insurance, taxes, duties and other charges related thereto, travel, communications, and other out-of-pocket charges.
- h. Compliance Testing: means testing which, upon successful completion, indicates that a device has met the minimum set of requirements set forth in the Compliance Test Specification and necessary, but not sufficient, to be considered a compliant HDMI product.
- i. Compliance Test Specification or “CTS”: means a document, which specified the minimum list of tests which need to be passed in order for an Adopter to receive a Confirmation of HDMI ATC Testing.
- j. “Confirmation of HDMI ATC Testing” or “Certificate of Confirmation”: means a document which is granted by an ATC to an Adopter whose submitted device has successfully completed all necessary Compliance Testing based on input from the CDF at an ATC.
- k. DUT: means a Device Under Test, which typically refers to a particular device of model of a device that is being tested by an ATC or an Adopter.
- l. HDMI Adopter Agreement: means the document which must have been signed by the Adopter in order to become an HDMI Adopter, with a version available on HDMI.org.
- m. HDMI Licensing Administrator: means the agent that licenses the HDMI Specification under the authority of the founders of HDMI, and all predecessors-in-interest and any successors-in-interest thereto.
- n. HDMI Specification: means the document which details the HDMI standard requirements functionality and methodology for an applicable version, with the specifications for each applicable version available for Adopter on HDMI.org.
- o. 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.
- p. Service Order: means an order form filled out by the Adopter in order to file with the ATC a request for the ATC to complete ATC Services. The Service Order can be reviewed at: <https://www.simplaylabs.com/ProductsServices/Orders/?t=1&v=1>
- q. 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.
- r. 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.
- s. Specification: means the current versions (including minor updates) of the document entitled, “High-Definition Multimedia Interface Specification v.1.x” and associated HDMI Compliance Test Specification, authored and published by the HDMI founders.
  - t. Test Fees: means the quoted price by the ATC for the ATC Services, to be paid by the Adopter.
  - u. TRF: means the document Test Results Form, which contains specific test results gathered from running tests.
2. **Purpose.** These ATC Terms and Conditions shall govern all matters relating to the ATC Services provided by the ATC, and shall apply to both the Adopter and all Affiliates of the Adopter, notwithstanding any other agreements between the Parties. Except as provided above, any other agreements between the Adopter and other third parties shall remain unaffected, including without limitation the HDMI Adopter Agreement (as such term is defined in Attachment 1). The terms “purchase” and “sale” used herein shall have their plain meaning, but for the avoidance of doubt are used with reference to the purchase and sale of the ATC Services.
3. **Submission of Materials for Testing.** From time to time, Adopter may contact the ATC and request to submit materials for testing to the ATC. Adopter shall do this by following the process set forth in the HDMI Authorized Testing Center Ordering Instructions, located on the ATC website as indicated here:  
<http://www.simplifylabs.com/ProductsServices/Testing/HDMIATCTesting>. ATC may modify this process at any time upon posting new Ordering Instructions on the ATC web site. It is understood that the materials submitted include the Adopter Products and will result in such materials being the DUT, and that in order to appropriately identify the DUT during the submission, the Adopter will need to provide the product class, the vendor name of the materials, the model name of the materials, and the model number of the materials, as well as the firmware version being run on the materials. The ATC may add additional mandatory requests on the Service Order in order to understand different information about the materials at its sole option. As referred to in this Section, the product class identification will require the Adopter to select one of: Source, Sink, Repeater, cable, or connector. Orders will not be taken via email or phone.
4. **Acceptance of Order by ATC.** Although materials may be submitted to the ATC for the Testing Services in a manner consistent with Section 3, the submission, alone, without proper supporting information and documentation is not deemed acceptance by the ATC. For a submission to be deemed accepted, the Adopter must: 1) initiate the submission of an online Service Order through the website <http://www.simplifylabs.com>; and 2) the Service Order must have a complete set of information; and 3) attach as part of the same submission an fully executed copy of this Agreement, the Authorized Testing Center Agreement; and 4) attach as part of the same submission the CDF; and 5) receive and approve, in writing by a reply copy to the Adopter, of the ATC’s intent to accept the Service Order. The ATC's approval in #5 of this Section shall not be unreasonably withheld. The approval of the ATC will require at least that the Adopter making the submission is a current

Adopter of HDMI, having executed an HDMI Adopter Agreement, and currently in good standing with the same.

5. **Service Administration.** Provided that ATC accepts the Service Order (under Section 4) and receives all necessary information and equipment from Adopter, ATC will provide to the Adopter a quote. The quote will provide notice to the Adopter of the additional terms of ATC Services that the ATC intends to provide, in addition to those in this Agreement, relating to pricing, scheduling of the ATC Services; and the intended completion date. If the Adopter agrees to the additional terms in the quote, pays the Test Fees described in Section 7, and the Adopter Products (and any other necessary materials) are received at the appropriate ATC location as described in Section 6, then the ATC will commence the ATC Services. The ATC will then make reasonable efforts to meet the testing start times mutually agreed by the Adopter and ATC in writing. In no event shall ATC be in default for any failure to provide services to Adopter in the event that ATC provides reasonable notice of a potential delay or disruption to the timing of the ATC Services. In the event that ATC defaults, Adopter's sole remedy for such default shall be cancellation of the applicable Service Order. ATC shall have no other liability to Adopter as a consequence of any such default. After a Service Order is accepted, Adopter may not cancel any Service Order for ATC Services, in whole or in part.
6. **Shipment and Delivery.** All Adopter Products will be pre-paid (by Adopter) delivered to the ATC location named on the quote received by the Adopter. Adopter will be responsible for and will pay for all packing, shipping, freight and insurance charges. Adopter is responsible for providing at the time of submission a return waybill shipping label, for return delivery of the Adopter Products when ATC Testing is complete.
7. **Price and Payment.** The prices quoted by the ATC in the quote described in Section 5 shall be valid only for the period of time indicated thereon. Thereafter prices may be changed without notice. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto, travel, communications, and other out-of-pocket charges (collectively, the "Charges"), which shall, as they arise, be handled by the ATC on behalf Adopter but which will be invoiced to the Adopter. Such charges, when applicable, will appear as separate additional items on the invoice. No discounts whatsoever are authorized unless and until Adopter and ATC have expressly agreed in writing to a discount. Payment is due prior to any ATC Services being performed. Even after ATC's acceptance of a Service Order, the provision of the ATC Services will at all times be subject to ATC's approval and ATC may at any time decline to provide ATC Services until receipt of payment at the quoted price (the "Test Fees") or upon terms and conditions or security satisfactory to ATC. All overdue amounts shall bear interest at the greater of 1.5% per month or the maximum rate permitted by law. Payments due hereunder shall not be subject to any set-off for claims by Adopter. Without limiting any other remedy at law or equity, ATC reserves the right to declare all sums immediately due and payable and to cancel any Service Order, in the event of Adopter's breach of a material obligation hereunder, including without limitation failure to comply with credit terms. All prices are quoted, and shall be paid, in US dollars. If the Adopter requires payments to be made in RMB, and only if payment in US dollars is not an option, that may be permitted on a case by case basis, as mutually agreed to and approved by the Parties in writing. If the payment

made up-front in advance of the ATC Services includes only the Test Fees, the Adopter may subsequently receive a separate invoice related to the Charges. All Fees, including the Charges and the Test Fees, must be paid before the Adopter is furnished with the TRF.

- 8. Testing.** The ATC Services will be provided as quoted, from Section 5, and based on the information as provided by the Adopter in the Service Order. The ATC Services will be provided only for the Adopter Product, which will be subject to services offered based on the applicable Specification, identified in such Service Order and the CDF submitted by the Adopter. The ATC will apply the ATC Services so that the Adopter Product is the DUT, and subject to the applicable Compliance Testing that meets the Compliance Test Specification (CTS). If the ATC Services applied in accordance with the CTS results in a pass for the DUT, then the ATC will provide the Adopter with the Confirmation of HDMI ATC Testing documentation or Certificate of Confirmation documentation, and the Test Results Form (TRF). If the ATC Services applied in accordance with the CTS do not result in a pass for the DUT, the ATC will provide the Adopter with the TRF.
- 9. Acceptance of ATC Services by Adopter.** All ATC Services furnished hereunder shall be deemed accepted by Adopter upon Adopter's receipt of one of: 1) the Confirmation of HDMI ATC Testing documentation or Certificate of Confirmation documentation, or 2) the TRF.
- 10. Taxes.** Except to the extent that Adopter provides ATC with a tax-exemption certificate acceptable in the appropriate taxing jurisdiction prior to acceptance of Service Order, and ATC confirms the acceptability of such tax-exemption certificate, Adopter shall pay any present or future excise, sales, use or similar tax and other governmental charges, except for taxes based on ATC's income, and Adopter agrees to indemnify ATC against liability for payment of such taxes. Such taxes, when applicable, will appear as separate additional items as Charges on the invoice.
- 11. Limited Warranty.** ATC warrants that the ATC Services provided by it shall be made in a professional and workmanlike manner. IF THE SERVICES DO NOT CONFORM TO THE WARRANTIES IN THIS SECTION, ADOPTER'S EXCLUSIVE REMEDY AND ATC'S EXCLUSIVE OBLIGATION SHALL BE AS FOLLOWS:

  - a. Adopter must first notify ATC in writing of the alleged non-conformance within thirty (30) days of the completion of the relevant ATC Services, stating the nature of such non-conformance and the circumstances surrounding its occurrence in reasonable detail, and must allow ATC a reasonable opportunity to inspect the results of such services and any information and products provided by Adopter relating to such services. Adopter shall reasonably co-operate with ATC in analyzing and curing any such non-conformance.
  - b. If ATC determines that the ATC Services conformed with the foregoing warranty, ATC will provide Adopter with a written statement setting forth ATC's conclusion that the ATC services were conforming, and Adopter agrees to pay ATC's reasonable cost of re-performing such services.
  - c. If ATC determines that the ATC Services in question were non-conforming, ATC, at its option, may (i) re-perform the services at ATC's expense or (ii) refund the Test Fees paid for such ATC

Services. If after ATC re-performs such ATC Services, Adopter disagrees with the results of such ATC Services, then Adopter may request a third party Authorized Testing Center to re-perform such ATC Services. If the re-performance of such services yields results that are materially different than those produced by the ATC for the relevant product, then, upon Adopter providing ATC with documentation of such different results and of its payment of the applicable testing charges, the ATC shall pay Adopter reasonable amounts charged to Adopter by the third party Authorized Testing Center for such re-testing.

- d. **ATC shall in no event be responsible for repair, replacement, or refund of the purchase price of any product in Adopter's distribution channels or in the possession of Adopter's customers, or any costs or losses incurred by Adopter incident to any defective services provided by the ATC. ATC further shall in no event be responsible for the Adopter Product being lost, misplaced, or stolen, particularly during shipment to or from the ATC by a parcel service or other delivery service.**

Adopter represents and warrants that, at the time it submits its Service Order, accepts delivery of any services, and pays any invoice due and during the Term of this Agreement that:

- a. it has legal capacity to undertake such legal actions and obligations;
- b. there is no legal impediment to Adopter's performance of its obligations;
- c. it is a signatory, or an Affiliate of a signatory of the High-Definition Multimedia Interface Adopter Agreement (the HDMI Adopter Agreement);
- d. each product submitted for testing shall comply with all laws; and
- e. that all information and products provided to ATC shall be reasonably complete and accurate.

## **12. Disclaimer.**

THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS ARE IN LIEU OF ALL OTHERS, AND ATC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE ADOPTER PRODUCTS OR ATC SERVICES OTHER THAN AS PROVIDED IN THESE TERMS AND CONDITIONS. THE WARRANTIES SET FORTH IN THIS AGREEMENT SHALL EXTEND TO ADOPTER ONLY AND NOT TO ADOPTER'S CUSTOMERS OR DISTRIBUTORS.

Adopter understands that the ATC Services do not guarantee that any product will be fully compliant (as defined in the HDMI Adopter Agreement), function correctly and/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 full conformance with the HDMI Specification, correct functionality and interoperability. ATC, EACH HDMI AGENT, THE HDMI FORUM, THE HDMI LICENSING ADMINISTRATOR, AND DISCLAIM ALL WARRANTIES, RESPONSIBILITY AND LIABILITY FOR THE FULL CONFORMANCE OF ANY PRODUCT TO THE HDMI SPECIFICATION, PRODUCT FUNCTIONALITY OR PRODUCT INTEROPERABILITY.

### **13. Limitation of Liability.**

IN NO EVENT SHALL ATC, ATC AFFILIATES, HDMI AGENT, OR HDMI FOUNDERS BE LIABLE TO EACH OTHER, ADOPTER, AND/ OR TO ANY THIRD PARTY FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF GOOD WILL THAT ADOPTER MAY SUFFER, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE, OR FAILURE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ATC HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND EVEN IF THE WERE MADE AWARE OF THE LIKELIHOOD OF SUCH DAMAGE. IN NO EVENT WILL ATC'S LIABILITY TO ADOPTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THESE TERMS AND CONDITIONS EXCEED THE AMOUNT OF THE TEST FEES PAID TO ATC BY ADOPTER FOR THE ATC SERVICES THAT GIVES RISE TO THE CLAIM. THIS ALLOCATION OF RISK IS A MATERIAL INDUCEMENT FOR ATC TO ENTER INTO THIS AGREEMENT.

### **14. Export.**

Each Party acknowledges and agrees that the products subject to this Agreement are to the export control laws and regulations of the United States and/or other national governments. Each Party will comply with these laws and regulations. These laws and regulations include, but are not limited to, the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) and export laws and regulations of the European Union (EU) and/or any of its member states. Neither Party shall, without prior U.S. Government authorization, export, reexport, or transfer any commodities, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the restricted parties lists maintained by the U.S. Departments of State, the Treasury, or Commerce. In addition, any products subject to this Agreement may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g., nuclear, chemical, or biological weapons, and the missile technology to deliver them).

### **15. Confidentiality.**

Confidential Information. Each party ("Recipient") shall exercise no less than reasonable care to maintain in confidence all Confidential Information of the other party ("Disclosing Party") disclosed to Recipient by the Disclosing Party or any third party on behalf any of the Disclosing Party and identified in writing as confidential or which Recipient knows to be proprietary or confidential ("Confidential Information"). Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings, specifications, electronic media, samples, and verbal communications. With respect to any devices delivered pursuant to this Agreement, including but not limited to integrated circuits or microelectronic chips, any technical information, including but not limited to circuit layout, design, or software, embedded in any such device is Confidential Information. Any Confidential Information

furnished in tangible form shall be conspicuously marked as such and the content of any verbal communication will be reduced to a writing that identifies the Confidential Information for the record within thirty (30) days of the disclosure of the Confidential Information with a copy of such writing furnished within such time period to the party receiving such Confidential Information. Recipient shall not disclose or use the Confidential Information except as expressly authorized by the Disclosing Party. The obligations with respect to Confidential Information shall remain in effect for a period of two (2) years following the date of the termination or expiration of this Agreement or, in the case of trade secrets, for so long as such Confidential Information remains a trade secret under applicable law. For the avoidance of doubt, the Disclosing Party's Confidential Information includes proprietary or confidential information of its Affiliates and the proprietary or confidential information of the Disclosing Party's and its Affiliates respective licensors and suppliers.

- a. The obligations specified above in this Section shall not apply with respect to any Confidential Information to the extent that it: (i) is or becomes generally known to the public other than by breach of this Agreement on the part of Recipient; (ii) is in Recipient's possession at the time of disclosure without an obligation of confidentiality; (iii) becomes known to Recipient through disclosure by third party sources without any applicable obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by Recipient without reference to or reliance upon the Confidential Information.
- b. Recipient may disclose Confidential Information to the extent it is required to comply with applicable laws or governmental regulations, provided that Recipient provides prompt written notice to allow the Disclosing Party to obtain a protective or similar order preventing such disclosure (unless Recipient reasonably believes such notice would not be consistent with its legal obligations). In the event the Disclosing Party is unable to obtain a protective or similar order preventing such disclosure, Recipient shall disclose Confidential Information only to the extent that it is reasonably required to disclose by applicable law. Confidential Information disclosed to comply with applicable laws shall otherwise remain confidential and subject to the protections and obligations of this Section 9.
- c. Recipient acknowledges and agrees that a breach of its obligations under this Section may cause Disclosing Party irreparable harm, and damage for which there can be no adequate remedy at law. Therefore, upon any such breach or threatened breach by Recipient, Disclosing Party shall be entitled to seek an immediate injunction, restraining order and/or other appropriate equitable relief in any court of competent jurisdiction notwithstanding anything to the contrary herein. Confidential Information will be destroyed or returned to the Disclosing Party upon written request of the Disclosing Party.
- d. The Parties must disclose Confidential Information, but only to the extent necessary, as required to do so to comply with obligations that each Party has with the HDMI Licensing Administrator, the HDMI Founders, the Auditor, the HDMI Forum, the HDMI Agent, and/or the Auditor, in order to comply with the terms of other agreements including but not limited to the HDMI Adopter Agreement.

## 16. Notices.

Any notice or communication from one Party to the other Party shall be in writing and either personally delivered or sent via certified mail, postage prepaid and return receipt requested, addressed to such other Party at the address specified below or such other address as either Party may from time to time designate in writing to the other Party. All notices shall be deemed received, as applicable by: (i) three (3) business days after being sent by overnight courier, charges prepaid and addressed as set forth on the "Service Order"

or acknowledgment, as the case may be; or (ii) two (2) business days after notice of receipt, with receipt date as indicated by return receipt, from certified mail.

All notices to ATC shall be sent to:

Analog Devices  
d/b/a Simplay Labs  
Attention: General Counsel  
One Analog Way  
Wilmington, MA 01887  
USA

With a copy to:  
Claire.Rollor@analog.com;  
and  
Sol.Langley@analog.com

All notices to Adopter shall be sent to the individuals, emails, and addresses as identified on the Cover Page hereto.

17. **Term.** This Agreement commences on the Effective Date and unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for one (1) year (the “Initial Term”). In the event that the Parties do not terminate the Agreement, this Agreement will be automatically extended for additional one (1) year terms (each a “Renewal Term”) on the annual anniversaries of the Effective Date, but not to exceed five (5) years (the five years from the Effective Date being the “End of Term”). This Agreement shall be deemed an agreement for a fixed term regardless of the number of Renewal Terms.
18. **Termination.** The Agreement may be terminated, prior to its expiration of its term, by:
  - a. Either Party in the event the other Party materially breaches a provision of this Agreement and the breaching Party fails to cure such breach within thirty (30) days of the receipt of notice of such breach from the non-breaching Party;
  - b. Either Party immediately in the event any assignment is made by the other Party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other Party's property, or if the other party files a voluntary petition under bankruptcy laws or regulations in any applicable jurisdiction or an involuntary petition is filed against the other Party and is not dismissed within sixty (60) days;
  - c. Adopter, as relates to rights only available in a manner consistent with Section 6 of this Agreement, wherein the Adopter may notify the ATC, after the Initial Term, before the End of Term, and at least more than thirty (30) days prior to the expiration of the then-current one-year term, of an intent to terminate this Agreement and to not proceed with the automatic renewal; or
  - d. Any other provision of this Agreement, and its associated terms, providing for termination.
19. **Indemnity.** Adopter shall defend and indemnify the ATC and its Affiliates, officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns against any third party claim, suit, or proceeding arising out of or related to Adopter's: (i) misuse or misrepresentation of or relating to the

TRF, HDMI ATC Testing documentation, Adopter Products or materials submitted to the ATC, Certificate of Confirmation documentation, and/or any other documentation provided to the Adopter by the ATC, (ii) infringement (or alleged infringement) or violation of a copyright, trademark, trade secret, privacy or confidentiality right by written material, images, logos, or other content provided or uploaded to the ATC, or provided to the ATC as Adopter Products, or (iii) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Adopter or any of its agents, subcontractors, or employees.

**20. Effects of Termination.** Upon termination:

Survival. The provisions of Sections 1 (Definitions), 7 (Price and Payment), 12 (Disclaimer), 15 (Confidentiality), 10 (Taxes), 19 (Indemnity), 13 (Limitation of Liability), and 21 (General Provisions), the restrictions and requirements of the Exhibits and such other terms which by their nature are intended to survive termination or expiration of the Agreement, shall survive any termination or expiration of this Agreement and remain in effect according to their terms.

**21. General Provisions.**

- e. Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party, the Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. Non-exhaustive examples of causes beyond the reasonable control of the Party include: shortages in energy, shortages in components, shortages in raw materials or supplies, acts of God, labor unrest, fire, flood, terrorism, explosion, earthquake, epidemics or pandemics, the insufficiency or defect of any information or equipment provided by Adopter, governmental shut-down, strikes or protests in governmental agencies or postal service providers, or other event beyond the Party's reasonable control. In the event of any such delay, the dates for delivery, response, or dates otherwise required to meet obligations under this Agreement shall automatically be extended for a period equal to the time lost by reason of the delay.
- f. Publicity. Other than as relates to required disclosures with HDMI entities, neither party shall originate any publicity, news release or other public announcement relating to this Agreement or the existence of an arrangement between the Parties without the prior written approval of the other party.
- g. Waiver. The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.
- h. No Agency; Independent Contractors. Each Party is an independent contractor, and nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, or both parties as joint venturers or partners for any purpose.
- i. Governing Law. Any and all matters in dispute between the parties, whether arising from or relating to this Agreement or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions and regardless of the legal theory upon which such matter is asserted. The sole and exclusive, jurisdiction and venue for all actions related to the subject matter hereof shall lie in the competent courts located in Suffolk County, Massachusetts; provided that, either Party may seek injunctive or other equitable relief and enforce judgements in any venue of its choosing. The parties hereto specifically exclude the United Nations

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English. To the extent that a translation is required for the Agreement to be communicated effectively to an Adopter, the Agreement may be provided in bilingual format, but the English version shall govern and be used as the master Agreement in any legal proceedings related to this matter.

- j. Entire Agreement. This Agreement (including the Cover Page, these Terms & Conditions, the attached Exhibits and any Addenda thereto) constitutes the entire agreement between the parties with regard to the ATC Services for the Adopter Products, and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. Any term or condition incorporated in a purchase order(s) or any other document exchanged between the Parties, which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall be of no effect, shall not apply to the ATC Services, and shall not become a part of a contract between the Parties or be binding. ATC's failure to object to terms contained in any communication from Adopter shall not be an acceptance of such terms or a waiver of the terms set forth in this Agreement.
- k. Remedy. The exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
- l. Amendment. No waiver, consent, modification, amendment, or change of terms of this Agreement shall bind either Party unless in writing signed by an authorized representative of both Parties, and then such waiver, consent, modification, amendment or change shall be effective only in the specific instance and for the specific purpose given. For the avoidance of doubt, all ATC Services provided under this Agreement are subject to the terms and conditions of this Agreement and not any agreement or terms for purchase of the Adopter Products, and not any agreement executed between any HDMI entity and Adopter. This Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or course of dealing not made a part of the contract by its express terms.
- m. Acknowledgment. Adopter hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically and expressly set forth herein. Adopter understands that ATC has no authority to modify the HDMI Adopter Agreement or to otherwise legally bind any founders of the HDMI entities or an HDMI Agent.
- n. Conflicting Provisions. In case of any conflict between the body of this Agreement and the Exhibits, the terms of the body of this Agreement shall prevail over the Exhibits.
- o. Severability. If any provision of this Agreement is unenforceable, such provision shall be enforced to the extent possible under applicable law, and the remaining provisions will remain in effect.
- p. Counterparts. This Agreement shall be executed by duly authorized representatives of the Parties in identical counterparts, all of which comprise only one agreement on the subject matter hereof.
- q. Assignment. This Agreement, and the ATC Services, rights and obligations hereunder, may not be assigned, in whole or in part by Adopter without the prior written consent of the ATC. In the case of any permitted assignment, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. ATC may, at its sole option, assign or transfer its rights and obligations under this Agreement either explicitly or by operation of law

**IN WITNESS WHEREOF:**

In consideration of these promises and the mutual covenants herein contained, the Parties have caused this Agreement (including the Terms & Conditions, the Cover Page, the attached Exhibits and any Addenda thereto) to be executed by their duly authorized representatives.

FOR ATC:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR ADOPTER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_