

ACCELERATED GRAPHICS PORT INTERFACE SPECIFICATION AGREEMENT

This is a royalty-free, reciprocal patent license for Adopters of the Accelerated Graphics Port (“AGP”) Interface Specification who wish to make use of the AGP Interfaces designed by Intel, and described in the AGP Interface Specification, in their AGP-compliant products. When Adopter’s authorized representative signs this Agreement and delivers it to Intel at the address below, this Agreement will be legally binding and will extend to all Fellow Adopters.

1. Definitions: As used in this Agreement,

- “Adopter” is the party identified at the end of this Agreement.
- “Fellow Adopters” are Intel Corporation (“Intel”) and any other entity which executes or has executed and delivered to Intel Corporation a substantially identical counterpart of this Agreement, including any entity which directly or indirectly controls, is controlled by, or is under common control with a Fellow Adopter, so long as such control exists.
- The “Accelerated Graphics Port Interface Specification” is the specification described in the document entitled *Accelerated Graphics Port Interface Specification Revision 1.0*, published by Intel.
- The “AGP Interfaces” are the electrical interfaces and bus control protocols disclosed in, and required by, the Accelerated Graphics Port Interface Specification.
- “Interface Claims” means claims of a patent or patent application, which are owned or controlled by a party, that must be infringed in order to comply with the AGP Interfaces. “Interface Claims” does not include claims relating to manufacturing technology, claims not required to be infringed in complying with the AGP Interfaces (even if in the same patent as Interface Claims), or claims which, if licensed, would require a payment of royalties to unaffiliated third parties.

2. Reciprocal License

- Each Fellow Adopter grants to each other Fellow Adopter a nonexclusive, royalty-free, nontransferable, non-sublicenseable, worldwide license under its Interface Claims to make, have made, use, import, offer to sell and sell products which comply with the AGP Interfaces; provided that such license shall not extend to features of a product which are not required to comply with the AGP Interfaces or to which there was a feasible alternative to infringing a given claim.
- Adopter hereby accepts the licenses granted by the Fellow Adopters.

3. General Legal Points

- Not Partners. The Parties are independent companies and are not partners or joint venturers with each other. Intel is not acting on behalf of any other entity including, but not limited to, other adopters or promoters of the Accelerated Graphics Port Interface Specification.
- No Warranty. The Accelerated Graphics Port Interface Specification is provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.
- Damages. Neither Party will be liable to the other for any loss of profits, loss of use, incidental, consequential, indirect, or special damages arising out of this Agreement, whether or not such party had advance notice of the possibility of such damages.
- Governing Law. This Agreement shall be construed and controlled by the laws of Delaware. Any litigation arising out of this Agreement shall take place in Delaware, and the Parties irrevocably consent to jurisdiction of the state and Federal courts there.
- Complete Agreement, No Other Licenses. This Agreement sets forth the Parties’ entire agreement regarding its subject matter. Except for the rights expressly provided by this Agreement, neither Party grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of both Parties.

Intel Corporation

By: _____
Vice-President

Date: _____

Address: Intel Corporation
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Adopter

(Corporate Name)

By: _____

Name: _____

Title: _____

Date: _____