# TEGRA DEVELOPMENT SYSTEM END USER LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE SOFTWARE (AS DEFINED BELOW) OR TEGRA DEVELOPMENT SYSTEM HARDWARE, THE END USER OF THE TEGRA DEVELOPMENT SYSTEM ("YOU" OR "LICENSEE") AGREE TO ALL OF THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS.

- > DO NOT (A) DOWNLOAD, INSTALL, COPY THE SOFTWARE; OR (B) ACCESS OR USE THE TEGRA DEVELOPMENT SYSTEM; AND
- > PROMPTLY RETURN THE TEGRA DEVELOPMENT SYSTEM AND SOFTWARE AND APPLICABLE PURCHASE ORDER TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID, IF ANY. IF YOU DOWNLOADED THE SOFTWARE, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

This Tegra Development System End User License Agreement (the "Agreement") is entered into by and between NVIDIA Corporation, a Delaware corporation, having its principal place of business at 2701 San Tomas Expressway, Santa Clara, CA 95050 ("NVIDIA") and the individual person or single legal entity ("Licensee" or "You") who acknowledges and agrees to fully abide by the terms and conditions of this Agreement in connection with their use of (i) the computer software programs provided pursuant to this Agreement in binary code only ("Software"); (ii) the Tegra development system hardware ("Hardware") included with the Software; and (iii) the documentation, specifications, or other information ("Documentation") provided in connection with the Software and Hardware (collectively the "Tegra Development System").

Under no circumstances will the Tegra Development System and any of its related materials, disclosures, or information be used by Licensee for the purpose of competing with NVIDIA, and doing so constitutes a material breach of this Agreement.

# The following terms and conditions govern Licensee's use of any and all Software and Hardware included in the Tegra Development System:

Scope of Use. Licensee acknowledges and agrees that its use of the Software is solely limited to Licensee' use of the Hardware. The Tegra Development System may also include, but is not limited to, firmware for use with Tegra (and its derivatives) and reference designs. Licensee shall not sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign or transfer the Software to any other person or entity. The Tegra Development System must be used solely for the purpose of testing and / or validating the Tegra Development System in connection with Licensee's hardware and / or software which is meant to be shipped attached to the Tegra platform by an end customer.

**Term.** This Agreement and the licenses granted hereunder to the Tegra Development System shall be effective as of the date You first use the Tegra Development System ("Effective Date") and continue for a period of one (1) year (the "Initial Term"), unless terminated in accordance with the "Termination" section below. Unless either party notifies the other party of its intent to terminate this Agreement at least three (3) months prior to the end of the Initial Term or the applicable renewal period, this Agreement will be automatically renewed for one (1) year renewal periods, provided however that this Agreement will automatically expire at such time when Licensee no longer intends to use the the Tegra Development System for the authorized purposes described in this Agreement, at which time Licensee will comply with the Termination provision.

**Termination.** Either party may terminate this Agreement for convenience at any time upon fifteen (15) days prior written notice to the other party. Additionally, NVIDIA may terminate this Agreement immediately upon written notice for the material breach of Licensee, which material breach is curable and has remained uncured for a period of thirty (30) days from the date of delivery of written notice thereof to the other party. Upon the termination or expiration of this Agreement, Licensee shall (i) immediately cease using the Tegra Development System for any purpose whatsoever; (ii) immediately return to NVIDIA all Hardware in Licensee's possession or control; (iii) immediately destroy or return to NVIDIA all materials belonging to NVIDIA, including without limitation all copies

of the Tegra Development System then in Licensee's possession or control; and (iv) certify to NVIDIA in writing that it has done so. These remedies shall be cumulative and in addition to any other remedies available to NVIDIA.

Prerelease. The Tegra Development System is provided to you "as is" without any warranties of any kind, and may include pre-release features, capabilities or errata which may not be available or accessible in commercial versions. Inclusion of any features or capabilities, or development or support of any commercial version of the Tegra Development System is at NVIDIA's sole discretion.

#### Additional Security Restrictions / Requirements.

- a. Secure environment. Licensee agrees to keep the Tegra Development System in its possession, in a secure environment with access limited to Licensee's employees having a direct need for such access, with such access to be granted in accordance with the terms of this Agreement. NVIDIA may establish on-line resources for Licensee and Licensee shall not disclose any NVIDIA-provided password to any third party. Items viewed on or downloaded from any password-accessible NVIDIA on-line resource or password-accessible site or other provider's services are NVIDIA Material and are subject to the terms of this Agreement, including the confidentiality provisions. NVIDIA reserves the right to revoke in writing the password or use of the site or revise any of the access terms at any time.
- b. Licensee may not (nor allow, authorize or assist others to): decompile, reverse engineer, disassemble, take photographic and / or video reproductions or the like, or attempt to learn information about the internal architecture, design, operation, manufacture, features, or functionality of the Tegra Development System. NVIDIA has the right to make reasonable audits to verify compliance with this Agreement upon prior notice. Notwithstanding the foregoing, nothing in this Agreement shall restrict Licensee from attempting to learn or learning information regarding the operation, features, or functionality of the Tegra Development System's industry standard bus attach points for Licensee's devices (as solely related to the Purpose). If additional information or investigation is needed, Licensee must request that from the NPLA Administrator. Any additional information shall be provided to Licensee at NVIDIA's sole discretion.
- c. Licensee shall not lease, sublease, assign, or otherwise transfer or dispose of the Tegra Development System or any portion thereof. Customer shall not remove, move, or relocate the Tegra Development System from the location listed where NVIDIA has shipped the Tegra Development System without the prior approval of an authorized NVIDIA representative.
- d. Licensee's access to the Tegra Development System must solely be from NVIDIA. Licensee must have written permission from NVIDIA to receive any part of the Tegra Development System from third parties.
- e. If Licensee is unable to locate the Tegra Development System, or any portion thereof, at any time, Licensee must notify NVIDIA within one (1) business day.

Applicable Governing Laws. You may not use or export the Tegra Development System in violation of U.S. export laws and regulations. Any claim relating to the Tegra Development System shall be governed by the internal substantive laws of the State of Delaware. NVIDIA and You hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California, and both parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.

No Assignment. This Agreement, and each party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other party's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

Miscellaneous. NVIDIA may revise the terms and conditions of this Agreement at any time by updating this Agreement. The terms and conditions in this Agreement may be superseded by agreements signed by the parties, as applicable. The pass-through third party component license terms starting from page 6 of this Agreement may or may not be applicable, depending on the actual drop delivered to Licensee. Third party component licensing terms may be added, removed, or revised as applicable.

# The following terms and conditions govern Licensee's use of NVIDIA proprietary software and documentation (collectively "NVIDIA Materials") provided in connection with Licensee's use of the Tegra Development System:

Single Copy License Grant. The NVIDIA Materials are copyrighted and any unauthorized use of any NVIDIA Materials in connection with this Agreement may violate copyright, trademark, and other laws. This is a single copy license grant, not a transfer of title, and is subject to the following restrictions:

a. You may use one copy of the NVIDIA Materials solely on a single Tegra Development System solely for internal evaluation, development and testing purposes; and

b. You may not: (i) publicly demonstrate or distribute the NVIDIA Materials in connection with Licensee's software and/or hardware products; (ii) decompile, reverse engineer, or disassemble NVIDIA Materials, except and only to the extent permitted by applicable law; (iii) remove any copyright, other intellectual property or proprietary notices from the NVIDIA Materials; (iv) sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign or transfer the NVIDIA Materials to any other person or entity; or (v) under any circumstances allow the NVIDIA Materials be used on NVIDIA's Competitors software and/or hardware platforms. For the purposes of this Agreement, "Competitors" shall mean any company that develops, manufactures, produces, sells, distributes or licenses application processors, computers-on-chips, systems-on-chips, CPUs, DSPs or GPU technology.

No Excluded Licenses. The licenses granted above do not include the right to, and Licensee shall not: (a) create derivative work(s) of the NVIDIA Materials in any manner that would cause the NVIDIA Materials, in whole or in part, to become subject to the terms of an Excluded License. For the purposes of this Agreement, "Excluded License" shall mean any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software distributed and/or combined with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

Reservation of Rights. NVIDIA reserves all rights to the NVIDIA Materials not expressly granted to Licensee in this Agreement.

No Implied Licenses. Nothing in this Agreement shall be construed as granting to Licensee by implication, estoppel or otherwise, (a) a license to any NVIDIA technology other than the NVIDIA Materials; or (b) any additional license rights for the NVIDIA Materials other than the licenses expressly granted in this Agreement.

Ownership of NVIDIA Materials. NVIDIA reserves all right, title and interest in the NVIDIA Materials. NVIDIA Materials are copyrighted and are protected by worldwide copyright laws and treaty provisions. They may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without NVIDIA's prior written permission. Except as expressly provided herein, NVIDIA and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, trade secret or any other intellectual property or proprietary right.

Feedback by Licensee. Licensee may, but is not obligated to, provide to NVIDIA any suggestions, comments and feedback regarding the NVIDIA Materials that are delivered by NVIDIA to Licensee under this Agreement (collectively, "Licensee Feedback"). NVIDIA may use and include any Licensee Feedback that Licensee voluntarily provides to improve the NVIDIA Materials or other related NVIDIA technologies. Accordingly, if Licensee provides Licensee Feedback, Licensee grants NVIDIA and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license grant to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize the Licensee Feedback in the NVIDIA Materials or other related technologies. Licensee will not give Licensee Feedback (i) that Licensee has reason to believe is subject to any patent claim or similar right of a third party; or (ii) subject to license terms which seek to require any NVIDIA product incorporating or derived from such Licensee Feedback, or other NVIDIA intellectual property, to be licensed to or otherwise shared with any third party.

Disclosure of Confidential Information. The parties agree that any exchange of Confidential Information (defined herein) shall occur under a separately signed form of Non-Disclosure Agreement by and between the parties. For the purposes of this Agreement, "Confidential Information" shall mean any information disclosed by either party to the other that is (a) identified as "confidential," "proprietary" or with a similar legend at the time of disclosure; (b) if unmarked or disclosed orally or visually, are identified as confidential at the time of disclosure and confirmed by a written memorandum sent to the receiving party within thirty (30) calendar days of disclosure summarizing the confidential information sufficiently for identification; and (c) the terms and conditions of this Agreement.

Confidential Information shall not include any information which is (a) published or otherwise available to the public other than by breach of this Agreement by the receiving party; (b) rightfully received by the receiving party from a third party without confidentiality limitations; (c) independently developed by the receiving party as evidenced by appropriate records; (d) known to the receiving party prior to its first receipt of same from the disclosing party as evidenced by appropriate records; (e) hereinafter disclosed by the disclosing party to a third party without restriction on disclosure; or (f) approved for public release by written authorization of the disclosing party.

Warranty Disclaimer. THE NVIDIA MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY. TITLE. NONINFRINGEMENT OF INTELLECTUAL PROPERTY. OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL NVIDIA OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE NVIDIA MATERIALS, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NVIDIA does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these NVIDIA Materials. NVIDIA may make changes to these NVIDIA Materials, or to the products described therein, at any time without notice, but makes no commitment to update the NVIDIA Materials.

Limitation of Liability. EXCEPT WITH RESPECT TO (I) AN UNCURED BREACH BY LICENSEE OF THE LICENSE GRANTS SET FORTH HEREIN; (II) GROSS NEGLIGENCE OR MISCONDUCT; (III) BREACH OF CONFIDENTIAL INFORMATION OR (IV) THE MISUSE OF NVIDIA'S INTELLECTUAL PROPERTY PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL:

(A) EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL. INDIRECT. INCIDENTAL. PUNITIVE OR SPECIAL DAMAGES, OF ANY KIND OR CHARACTER, INCLUDING LOST PROFITS, LOST REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF DATA OR USE, AND CLAIMS BY ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT; AND

(B) EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF TEN THOUSAND UNITED STATES DOLLARS (USD\$10.000). THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIABILITY LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

U.S. Government Restricted Rights. If the NVIDIA Materials are being licensed by the U.S. Government, the NVIDIA Materials and related documentation are commercial computer software and documentation developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors. Use of the NVIDIA Materials by the Government constitutes acknowledgment of NVIDIA's proprietary rights in them.

No Assignment. This Agreement, and each party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other party's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

Miscellaneous. NVIDIA may revise the terms and conditions of this license grant for NVIDIA Materials at any time by updating this Agreement.

# The following terms and conditions govern Licensee's use of the Android operating system (collectively "Android Materials") provided solely in connection with Licensee's use of the Tegra **Development System:**

Licensee agrees that NVIDIA provides the Android Materials pursuant to the terms and conditions of the following license agreement:

Copyright (c) 2005-2008, The Android Open Source Project

- 4 Licensed under the Apache License, Version 2.0 (the "License");
- 5 you may not use this file except in compliance with the License.

7 Unless required by applicable law or agreed to in writing, software 8 distributed under the License is distributed on an "AS IS" BASIS,

9 WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

10 See the License for the specific language governing permissions and 11 limitations under the License.

12 13

14

15

Apache License Version 2.0, January 2004 http://www.apache.org/licenses/

16 17

#### 18 TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

19 20 1. Definitions.

21 22

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

23 24 25

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

30

31

32

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

37 38 39

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

40

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

49

50

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

55

56

57

58

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of,

the Work and Derivative Works thereof.

59 60

> "Contribution" shall mean any work of authorship, including 61 62 the original version of the Work and any modifications or additions 63 to that Work or Derivative Works thereof, that is intentionally 64 submitted to Licensor for inclusion in the Work by the copyright owner 65 or by an individual or Legal Entity authorized to submit on behalf of 66 the copyright owner. For the purposes of this definition, "submitted" 67 means any form of electronic, verbal, or written communication sent 68 to the Licensor or its representatives, including but not limited to 69 communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the

70 Licensor for the purpose of discussing and improving the Work, but 71 72 excluding communication that is conspicuously marked or otherwise

designated in writing by the copyright owner as "Not a Contribution." "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and

subsequently incorporated within the Work.

80

81

82

83

73

74 75

> 2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

84 85

86 3. Grant of Patent License. Subject to the terms and conditions of 87 this License, each Contributor hereby grants to You a perpetual, 88 worldwide, non-exclusive, no-charge, royalty-free, irrevocable 89 (except as stated in this section) patent license to make, have made, 90 use, offer to sell, sell, import, and otherwise transfer the Work, 91 where such license applies only to those patent claims licensable 92 by such Contributor that are necessarily infringed by their 93 Contribution(s) alone or by combination of their Contribution(s) 94 with the Work to which such Contribution(s) was submitted. If You 95 institute patent litigation against any entity (including a 96 cross-claim or counterclaim in a lawsuit) alleging that the Work 97 or a Contribution incorporated within the Work constitutes direct 98 or contributory patent infringement, then any patent licenses 99 granted to You under this License for that Work shall terminate 100 as of the date such litigation is filed.

101

102 4. Redistribution. You may reproduce and distribute copies of the 103 Work or Derivative Works thereof in any medium, with or without 104 modifications, and in Source or Object form, provided that You meet the following conditions:

105 106 107

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

108 109 110

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

111 112

113 (c) You must retain, in the Source form of any Derivative Works 114 that You distribute, all copyright, patent, trademark, and 115 attribution notices from the Source form of the Work, 116 excluding those notices that do not pertain to any part of 117 the Derivative Works; and

118 119 120

121

122

123

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one

6 TEGRA DEVELOPMENT SYSTEM END USER LICENSE AGREEMENT

of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

124

125

126

127

128

129

130

131

132

133

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

141 142 144

145

146

147

148

138

139

140

143 5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

149 150

151 6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, 152 153 except as required for reasonable and customary use in describing the 154 origin of the Work and reproducing the content of the NOTICE file.

155

156 7. Disclaimer of Warranty. Unless required by applicable law or 157 agreed to in writing, Licensor provides the Work (and each 158 Contributor provides its Contributions) on an "AS IS" BASIS, 159 WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or 160 implied, including, without limitation, any warranties or conditions 161 of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A 162 PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any 164 risks associated with Your exercise of permissions under this License.

163 165

167

168

169

170

171

172

173

174

175

166 8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

176 177 178

179

180

181

182

183

184

185

186

187

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

#### End of this section

# The following terms and conditions govern Licensee's use of the Platform Development Kit (collectively "Platform Materials") provided solely in connection with Licensee's use of the Tegra Development System:

Licensee acknowledges and agrees that Platform Materials contains or uses certain portions of NVIDIA Materials (as defined in this Agreement). As such Licensee agrees its use of NVIDIA Materials, in connection with its use of Platform Materials on the Tegra Development System, will be governed by the terms and conditions of the "NVIDIA Materials" section of this Agreement.

Licensee agrees to acknowledge and comply with this following third party licensing obligations and/or notices in connection with its use of the Platform Materials:

# 1. NetBSD Software Distribution License 1.6 (For notice purposes only)

Platform Materials includes the following copyrighted third-party software licensed under the terms of the NetBSD 1.6 Software Distribution License. All third-party software are owned and/or licensed by their respective third party licensors. See License.doc accompanying the licensed software for terms and conditions applicable to such software ("Third Party Terms"). Third Party Terms are hereby incorporated into the Agreement by this reference.

## 2. GNU General Public License 2.0

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the GNU General Public License. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference. http://www.gnu.org/licenses/old-licenses/gpl-2.0.txt

# 3. GNU Lesser General Public License 2.1

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the GNU Lesser General Public License. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference. http://www.gnu.org/licenses/old-licenses/lgpl-2.1.txt

# 4. Open Source Initiative OSI – Eclipse Public License 1.0 (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the OSI – Eclipse Public License 1.0. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference. http://www.opensource.org/licenses/eclipse-1.0.php

#### 5. FreeType

#### (For notice purposes only)

The FreeType Project is copyright (C) 1996-1999 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below. Third Party Terms are hereby incorporated into the Agreement by this reference.

http://freetype.sourceforge.net/FTL.TXT

#### 6. SIL Open Font License 1.1

#### (For notice purposes only)

Platform Materials includes copyrighted third-party fonts licensed under the terms of the SIL Open Font License. All third-party fonts are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference.

http://scripts.sil.org/OFL\_web

#### 7. libtiff

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the libtiff license. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference.

#### 8. libpng

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the libpng license. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference.

http://www.libpng.org/pub/png/src/libpng-LICENSE.txt

#### 9. zlib

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the zlib license. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference. http://www.gzip.org/zlib/zlib license.html

#### 10. IJP JPEG

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software copyright (C) 1991-1998, Thomas G. Lane. All Rights Reserved except as specified below.

Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions:

- (1) If any part of the source code for this software is distributed, then this README file must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation.
- (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group".
- (3) Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind.

These conditions apply to any software derived from or based on the IJG code, not just to the unmodified library. If you use our work, you ought to acknowledge us.

Permission is NOT granted for the use of any IJG author's name or company name in advertising or publicity relating to this software or products derived from it. This software may be referred to only as "the Independent JPEG Group's software".

We specifically permit and encourage the use of this software as the basis of commercial products, provided that all warranty or liability claims are assumed by the product vendor.

#### 11. Freelmage

#### (For notice purposes only)

Platform Materials includes copyrighted third-party software licensed under the terms of the FreeImage Public License v1.0. All third-party software packages are copyright by their respective authors. Third Party Terms are hereby incorporated into the Agreement by this reference. http://freeimage.sourceforge.net/freeimage-license.txt

#### 12. Apache License v2.0

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the Apache License. All third-party software packages are copyright by their respective authors. Apache License is hereby incorporated into the Agreement by this reference.

http://www.apache.org/licenses/LICENSE-2.0.html

#### 13. BSD License

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the BSD License. All third-party software packages are copyright by their respective authors. BSD License is incorporated into the Agreement by this reference.

http://www.opensource.org/licenses/bsd-license.php

#### 14. MIT License

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the MIT License. All third-party software packages are copyright by their respective authors. MIT License is hereby incorporated into the Agreement by this reference.

http://www.opensource.org/licenses/mit-license.php

# Licensee acknowledges and agrees the following third party licensing obligations and/or notices are provided for Licensee's informational purposes in connection with the (a) Linux Development Kit; and (b) Chromium, as provided solely in connection with Licensee's use of the Tegra Development System:

#### 1. GNU General Public License 2.0

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the GNU General Public License. All third-party software packages are copyright by their respective authors. GNU General Public License is hereby incorporated into the Agreement by this reference. http://www.gnu.org/licenses/old-licenses/gpl-2.0.txt

#### 2. Apache License v2.0

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the Apache License. All third-party software packages are copyright by their respective authors. Apache License is hereby incorporated into the Agreement by this reference. http://www.apache.org/licenses/LICENSE-2.0.html

#### 3. BSD License

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the BSD License. All third-party software packages are copyright by their respective authors. BSD License is incorporated into the Agreement by this reference.

http://www.opensource.org/licenses/bsd-license.php

#### 4. MIT License

#### (For notice purposes only)

This product includes copyrighted third-party software licensed under the terms of the MIT License. All third-party software packages are copyright by their respective authors. MIT License is hereby incorporated into the Agreement by this reference http://www.opensource.org/licenses/mit-license.php

End of this section

# The following terms and conditions govern Licensee's use of certain drivers from Atheros Communications, Inc. (collectively "Atheros Materials") provided solely in connection with Licensee's use of the Tegra Development System:

Licensee is granted a limited, revocable, nonexclusive, worldwide, nonsublicensable, nontransferable, nonassignable and royalty-free right and license to use, have used, and execute Atheros Materials (Windows versions) solely for internal development use in connection with the Windows Mobile 6.0 Runtime Image and/or Windows Embedded CE 6.0 Runtime Image provided with the Tegra Development System.

End of this section

# The following terms and conditions govern Licensee's use of certain drivers from Cambridge Silicon Radio Limited (collectively "CSR Materials") provided solely in connection with Licensee's use of the Tegra Development System:

Licensee is granted a limited, revocable, nonexclusive, worldwide, nonsublicensable, nontransferable, nonassignable and royalty-free right and license to use, have used, and execute CSR Materials solely for internal development use in connection with the Tegra Development System.

# The following terms and conditions govern Licensee's use of certain software from Xiph.org Foundation ("Software") provided solely in connection with Licensee's use of the Tegra **Development System:**

#### Ogg Vorbis Legal Information

Copyright (c) 2002, Xiph.org Foundation

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the Xiph.org Foundation nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS ''AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### End of this section

# The following terms and conditions govern Licensee's use of JPEG software provided solely in connection with Licensee's use of the Tegra Development System:

The authors make NO WARRANTY or representation, either express or implied, with respect to this software, its quality, accuracy, merchantability, or fitness for a particular purpose. This software is provided "AS IS", and you, its user, assume the entire risk as to its quality and accuracy.

This software is copyright (C) 1991-1998, Thomas G. Lane. All Rights Reserved except as specified below.

Permission is hereby granted to use, copy, modify, and distribute this software (or portions thereof) for any purpose, without fee, subject to these conditions:

- (1) If any part of the source code for this software is distributed, then this README file must be included, with this copyright and no-warranty notice unaltered; and any additions, deletions, or changes to the original files must be clearly indicated in accompanying documentation.
- (2) If only executable code is distributed, then the accompanying documentation must state that "this software is based in part on the work of the Independent JPEG Group".
- (3) Permission for use of this software is granted only if the user accepts full responsibility for any undesirable consequences; the authors accept NO LIABILITY for damages of any kind.

These conditions apply to any software derived from or based on the IJG code, not just to the unmodified library. If you use our work, you ought to acknowledge us.

Permission is NOT granted for the use of any IJG author's name or company name in advertising or publicity relating to this software or products derived from it. This software may be referred to only as "the Independent JPEG Group's software".

# The following terms and conditions govern Licensee's use of Libxml2 software provided solely in connection with Licensee's use of the Tegra Development System:

Except where otherwise noted in the source code (e.g. the files hash.c, list.c and the trio files, which are covered by a similar licence but with different Copyright notices) all the files are:

Copyright (C) 1998-2003 Daniel Veillard. All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL DANIEL VEILLARD BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of Daniel Veillard shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization from him.

End of this section

# The following terms and conditions govern Licensee's use of Third Party Codecs provided solely in connection with Licensee's use of the Tegra Development System:

Licensing Obligations. Licensee acknowledges and agrees that the Licensed Materials include or incorporate third party technology such as audio and/or video encoders and decoders or any technology from, including but not limited to, Microsoft, Thomson, Fraunhofer IIS, Sisvel S.p.A., MPEG-LA, and Coding Technologies (collectively "Third Party Codecs"). For the sake of clarity, Licensee acknowledges and agrees that Licensee will not distribute, sublicense, transfer, assign, offer for sale, commercialize, or disclose in any manner the Third Party Codecs ("Prohibited Uses") identified in the Third Party Licensing Terms and Notices (as defined below), as provided with the Tegra Development System. In the event Licensee breaches the Prohibited Uses or Third Party Licensing Terms and Notices in any manner, Licensee acknowledges and agrees to the following:

(a) that NVIDIA has not granted to Licensee under this Agreement any necessary patent rights with respect to those Third Party components identified in this section of this Agreement ("Third Party Licensing Terms and Notices"). As such, Licensee's use of the Third Party Codecs may be subject to further restrictions and terms and conditions described in the Third Party Licensing Terms and Notices:

(b) that Licensee is solely and exclusively responsible for obtaining any and all authorizations and licenses required for the distribution and/or sublicensing of the applicable Third Party Components specified in the Third Party Licensing Terms and Notices;

(c) Licensee acknowledges and agrees that NVIDIA may at various times update the Third Party Licensing Terms and Notices without any advance written notice to Licensee. Licensee agrees to be bound by such Third Party Licensing Terms and Notices as they may be updated; and

(d)Licensee shall, at its own expense fully indemnify, hold harmless, defend, and settle any claim, suit or proceeding that is instituted by a third party against NVIDIA and its officers, employees or agents, to the extent such claim, suit or proceeding is based on Licensee's failure to fully satisfy and/or comply with the third party licensing obligations, expressly contained in the Third Party Licensing Terms and Notices (a "Claim").

In the event of a Claim, NVIDIA agrees to:

(a) promptly informing Licensee and furnishing Licensee a copy of the Claim;

(b) make commercially reasonable efforts to give such evidence in NVIDIA's possession, custody or control as is reasonable to Licensee, at Licensee's request and expense, specifically and reasonably applicable to the Claim;

(c) provide Licensee commercially reasonable assistance in the defense thereof, at Licensee's expense; and

(d) give Licensee sole control of the defense thereof and all negotiations for its settlement and compromise, which shall not be finalized without the prior written consent of NVIDIA.

NVIDIA's failure to promptly notify Licensee shall not relieve Licensee of any liability or obligations that it has to NVIDIA, except to the extent Licensee demonstrates that the defense of such action is prejudiced by the failure or delay in giving notice. If NVIDIA retains counsel, it will be at NVIDIA's own expense.

In the event of a Claim, Licensee agrees to:

(a) pay all damages finally awarded against NVIDIA or agreed upon in settlement by Licensee, which shall not be finalized without the prior written consent of NVIDIA, (including other reasonable costs incurred by NVIDIA, including reasonable attorneys fees, in connection with enforcing this paragraph);

(b) reimburse NVIDIA for any licensing fees and/or penalties incurred by NVIDIA in connection with a Claim: and

(c) immediately procure/satisfy the third party licensing obligations expressly contained in the Third Party Licensing Terms and Notices.

#### The following are the Third Party Licensing Terms and Notices:

#### 1. Coding Technologies/AAC+

Licensee shall be solely responsible for either obtaining a proper patent license under the Essential Patents for end products or to notify Licensee's respective customers of their obligations to obtain a proper patent license under the Essential Patents for end products in which the NVIDIA application processor(s) and/or the NVIDIA software package may be used. For the purpose of this paragraph, "Essential Patents" means patents which are infringed by the manufacture, offer for sale, sale (or other form of commercialization), use or import of products (hardware or software) implementing, incorporating, containing or using AACPLUSV2 or by the application of processes involving AACPLUSV2, including those which are infringed by any source code provided as part of any specification characterizing AACPLUSV2.

#### 2. Thomson Multimedia/MP3

Supply of the Third Party Codecs does not convey a license under the relevant intellectual property of Thomson Multimedia and/or Fraunhofer Gesellschaft nor imply any right to use the Licensed Materials in any finished end user or ready-to-use final product. An independent license for such use is required. For details, please visit http://www.mp3licensing.com"

#### 3. MPEG L.A., L.L.C./MPEG-2

USE OF THE APPLICABLE THIRD PARTY CODEC IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STREELE STREET, SUITE 300, DENVER, COLORADO 80206. NO LICENSE IS GRANTED HEREIN, BY IMPLICATION OR OTHERSE, TO LICENSEE TO USE MPEG 2 INTERMEDIATE PRODUCTS MANUFACTURED OR SOLD BY LICENSEE.

#### 4. MPEG-2 AAC

Licensee shall be solely responsible for either obtaining a valid and current license from AT&T Corp., Dolby Laboratories Licensing Corporation, Fraunhofer-Gesellscaft, and Sony Corporation for the applicable version of MPEG-2 AAC.

#### 5. Fraunhofer-Gesellschaft MPEG-4 HE-AAC

Licensee understands and accepts that (a) it may be necessary to execute a patent license with the appropriate licensing entities in order to obtain all rights necessary to create Licensee's products; and (b) Licensee will contact the appropriate licensing entities, e.g. Via Licensing, and negotiate in good faith the adequate contracts, if any. In addition, it is hereby understood that in the event that, besides the Fraunhofer-Gesellschaft patents licensed through such appropriate licensing entities, any further Fraunhofer-Gesellschaft patent shall be required in order to use the Licensed Materials, Fraunhofer-Gesellschaft shall not request from Licensee any additional payment in order to receive a license to such further Fraunhofer-Gesellschaft patent, as long as Licensee remains a valid licensee of such appropriate licensing entity.

#### 6. Microsoft Windows Media

Licensee acknowledges the following notice: "This product includes technology owned by Microsoft Corporation and cannot be used or further distributed without a license from Microsoft or a Microsoft affiliate."

#### 7. Microsoft PlayReady or WMDRM technology

Licensee acknowledges that the Licensed Materials (i) contain a certain version of Microsoft PlayReady or WMDRM technology ("PlayReady Technology"); and (ii) are subject to certain intellectual property rights of Microsoft and cannot be used or distributed further without the appropriate license(s) from Microsoft.

Licensee represents and warrants that (i) Licensee holds a current and valid license under a PlayReady Device Agreement and Intermediated Product Distribution License, a PlayReady Final Product Distribution License, or a like agreement, with Microsoft or a Microsoft affiliate; and (ii) Licensee will use the PlayReady Technology provided under this Agreement in Licensees' software, hardware product, or service offering that (a) is intended for distribution to and/or use by end users; and (b) is in a final form with Licensee-owned brand and/or logo most prominently displayed brand in a fully functional user interface.

#### End of this section

# The following terms and conditions govern Licensee's use of certain software from Adobe Systems, Inc. provided solely in connection with Licensee's use of the Tegra Development System:

#### Adobe Flash Demonstration and Evaluation License ("Adobe License") Terms and Conditions

1. Software License. NVIDIA hereby grants to Licensee a non-exclusive, non-transferable, royalty free right to use, install, evaluate, test, demonstrate, publicly perform and display object code versions of the Adobe Software together with Licensee's product. For the avoidance of doubt, Licensee has no right to distribute, sublicense, or otherwise commercialize the Adobe Software, unless and until Adobe confirms in writing that Licensee has entered into an appropriate license agreement with Adobe.

"Adobe Software" means the Adobe Flash Player software version 10 as modified by NVIDIA, in object code form as delivered by NVIDIA hereunder. NVIDIA may update the Adobe Software from time to time, in its sole discretion.

- 2. Period. Licensee's limited license hereunder shall commence on the Effective Date and remain in effect until terminated by NVIDIA upon five (5) days written notice.
- 3. Rights. Licensee agrees that it shall take no action in furtherance of seeking any patent rights or other intellectual property rights to the Adobe Software. The Software shall be returned to NVIDIA within fifteen (15) days of the end of the Evaluation Period. Licensee shall have no rights to sublicense or distribute the Software.
- **4. Fees.** There shall be no fees owed by either party under this Adobe License.
- 5. Delivery. NVIDIA shall deliver the Adobe Software to Licensee shortly after execution of this Adobe License.
- 6. Restrictions. Licensee does not have any rights to make use of the Adobe Software, or in any manner, copy, disseminate, or in any way circulate the Adobe Software other than as permitted under Section 1 above. Licensee shall limit access to the Adobe Software to its employees who need to know such information and who have agreed, either as a condition to employment or prior to obtaining the Adobe Software, to be bound by terms and conditions of confidentiality. The rights herein do not entitle Licensee to use the Adobe Software, or any technology or intellectual property contained within it, as reference or inspiration for developing or creating another product in any way based upon the Adobe Software. Licensee agrees not to decompile, reverse engineer, reverse assemble, disassemble, or otherwise reverse engineer or reduce the Adobe Software provided in object code form to a human-perceivable form.
- 7. Ownership. All right, title, and interest in the Adobe Software, shall be owned by Adobe. Except as set forth in Section 1 above, Licensee acquires no license to any NVIDIA or Adobe intellectual property rights pursuant to this Adobe License. The Adobe Software, and any partial or whole copies thereof, and all copyright, patent, trade secret and other intellectual property rights therein, are and remain the property of Adobe and NVIDIA. The provisions of this paragraph shall survive expiration or earlier termination of this Adobe License. NVIDIA does not directly or indirectly grant, or purport to grant, to Licensee any rights or immunities under Adobe's intellectual property rights that will

subject such intellectual property rights to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the Adobe Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

- 8. Effect of Termination. Upon termination, the rights granted hereunder shall cease and all materials furnished to Licensee by NVIDIA hereunder relating to the Adobe Software shall be returned to it promptly, together with any copies thereof.
- 9. Disclaimer. NVIDIA PROVIDES THE ADOBE SOFTWARE "AS IS" AND WITHOUT ANY

WARRANTIES. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE ADOBE SOFTWARE IS ASSUMED BY LICENSEE. NVIDIA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE ADOBE SOFTWARE OR ANY OTHER INFORMATION PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

- 10. Limitation on Liability, NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, NEITHER NVIDIA NOR ADOBE SHALL BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL. INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, HOWEVER CAUSED AND ON WHATEVER THEORY, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), THE FAILURE OR ASSERTED FAILURE OF NVIDIA TO PERFORM ITS OBLIGATIONS HEREUNDER, OR OTHERWISE. AND WHETHER OR NOT NVIDIA HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NVIDIA's aggregate liability to Licensee or any third party arising out of or in connection with this Adobe License or any collateral agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to fifty dollars (US\$50).
- 11. Relief. As the unauthorized distribution of the Adobe Software may diminish the value to NVIDIA or Adobe of the proprietary interests that are the subject of this Adobe License, if Licensee breaches any of its obligations under this Adobe License, NVIDIA or Adobe shall be entitled to seek equitable relief to protect its interests therein, including but not limited to injunctive relief, as well as money damages.
- 12. Export Restrictions. The parties acknowledge that the Adobe Software is subject to U.S. export control laws and regulations. The parties agree to comply with all applicable international and national laws that apply to the Adobe Software, including the U.S. Export Administration Regulations and the United States Department of Commerce, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

#### 13. Evaluation Feedback.

- 13.1 Feedback by Licensee. You must provide to NVIDIA any suggestions, comments and feedback regarding the Adobe Software ("Licensee Feedback"). NVIDIA and Adobe may use and include any Licensee Feedback that you provide to improve the Software or other technologies and / or products. Accordingly, you grant to NVIDIA, its subsidiaries, its affiliates and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees, including to Adobe), distribute (through multiple tiers of distributors), and otherwise commercialize the Licensee Feedback in the Adobe Software or other NVIDIA or Adobe technologies and/or products.
- 13.2 Confidential Information. Licensee Feedback is considered Adobe's confidential information ("Adobe Confidential Information"). You shall not use or disclose any Adobe Confidential Information except as expressly authorized herein, and you shall protect all such Adobe Confidential Information using the same degree of care you use with respect to your own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You agree to take prompt and appropriate action to prevent unauthorized use or disclosure of any Adobe Confidential Information.

# **Compliance and Certifications**

The NVIDIA Tegra 3 development system, Model E1290, is compliant with the following regulations:

Federal Communications Commission (FCC) Industry Canada (IC, ICES) IECEE CB Scheme (CB) Underwriters Laboratories (UL. cUL)

#### **United States**

#### Federal Communications Commission (FCC)

#### Tegra 3 Development Tablet, E1290, FCC ID: VOB-E1290A

Also contains FCC ID: VOB-P1001A (WWAN) and VOB-NB099HA (WLAN/BT)

#### This device complies with Part 15 of the FCC Rules.

Operation is subject to the following two conditions:

- (1) This device may not cause harmful interference, and
- (2) this device must accept any interference received, including interference that may cause undesired operation.

Warning: The FCC requires that you be notified that any changes or modifications to this device not expressly approved by the manufacturer could void the user's authority to operate the equipment.

#### Canada

## Industry Canada (IC)

#### Tegra 3 Development Tablet, E1290. IC ID: 7361A-E1290A

Also contains IC ID: 7361A-P1001A (WWAN) and 7361A-NB099HA (WLAN/BT)

#### This Class B digital apparatus complies with ICES-003

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

Operation is subject to the following two conditions:

- (1) this device may not cause interference, and
- (2) this device must accept any interference, including interference that may cause undesired operation of the device

#### Safety

Underwriters Laboratories (UL)



#### CB Scheme CB-IECEE CB Scheme



# Important Safety Information

NVIDIA products are designed to operate safely when installed and used according to the product instructions and general safety practices. The guidelines included in this document explain the potential risks associated with equipment operation and provide important safety practices designed to minimize these risks. By carefully following the information contained in this document you can protect yourself from hazards and create a safer environment.

The product is designed and tested to meet IEC-60950-1, the Standard for Safety of Information Technology Equipment. This also covers the national implementation of IEC-60950-1 based safety standards around the world e.g. UL-60950-1. These standards reduce the risk of injury from the following hazards:

- Electric shock: Hazardous voltage levels contained in parts of the product
- Fire: Overload, temperature, material flammability
- Mechanical: Sharp edges, moving parts, instability
- Energy: Circuits with high energy levels (240 volt amperes) or potential as burn hazards
- Heat: Accessible parts of the product at high temperatures
- Chemical: Chemical fumes and vapors
- Radiation: Noise, ionizing, laser, ultrasonic waves

Retain and follow all product safety and operating instructions. Always refer to the documentation supplied with your equipment. Observe all warnings on the product and in the operating instructions.

> Note: Read all safety information below and operating instructions before using the Tegra 3 Developer Tablet to avoid injury.

Note: Keep this guide handy for future reference.



■ WARNING: Failure to follow these safety instructions could result in fire, electric shock or other injury or damage.



**WARNING:** Electrical equipment can be hazardous if misused. Operation of this product, or similar products, must always be supervised by an adult. Do not allow children access to the interior of any electrical product and do not permit them to handle any cables.

To reduce the risk of bodily injury, electric shock, fire, and damage to the equipment, observe the safety labels included on the equipment.

#### Symbols on Equipment



This symbol in conjunction with any of the following symbols indicates the presence of a potential hazard. The potential for injury exists if warnings are not observed. Consult your documentation for specific details.



This symbol indicates the presence of hazardous energy circuits or electric shock hazards. Refer all servicing to qualified personnel.

WARNING: To reduce the risk of injury from electric shock hazards, do not open this enclosure. Refer all maintenance, upgrades, and servicing to qualified personnel.



This symbol indicates the presence of electric shock hazards. The area contains no user or field serviceable parts. Do not open for any reason.

**WARNING:** To reduce risk of injury from electric shock hazards, do not open this enclosure.

#### **General Precautions**

- To reduce the risk of electric shock, personal injury, or damage to the equipment, observe the following precautions:
- Follow all cautions and instructions marked on the equipment.
- Do not bend, drop, crush, puncture, incinerate, or push objects into openings of the tablet.
- Do not connect or disconnect any cables or perform maintenance or reconfiguration of this product during an electrical storm
- Do not use the Tegra 3 Developer Tablet in rain or near sink, or other wet locations. Take care not to spill any food or liquid into the tablet. In case the Tegra 3 Developer Tablet gets wet, unplug all cables and turn off before cleaning, and allow it to dry thoroughly before turning it on again.
- Never turn on any equipment when there is evidence of fire, water, or structural damage.
- Place the product away from radiators, heat registers, stoves, amplifiers, or other appliances that produce heat.
- Never force a connector into a port. Check for obstructions on the port. If the connector and port don't join with reasonable ease, they probably don't match. Make sure that the connector matches the port and that you have positioned the connector correctly in relation to the port
- If you use an AC Power Adapter to charge tablet, make sure the power adapter is fully

assembled before you plug it into a power outlet. Then insert the AC Power Adapter firmly into the power outlet. Do not connect or disconnect the AC Power Adapter with wet hands.

- Operate the AC adapter in a ventilated area.
- When you're using the Tegra 3 Developer Tablet or charging the battery, it is normal for the system and/or AC power adapter to get warm.
- Do not use conductive tools that could bridge live parts
- Do not make mechanical or electrical modifications to the equipment.
- Never attempt to repair the Tegra 3 Developer Tablet yourself. The Tegra 3 Developer Tablet does not contain any user-serviceable parts. Do not attempt to open your tablet, disassemble, or remove the battery. You run the risk of electric shock.
- To clean the tablet display, use a soft, slightly damp, lint-free cloth. Avoid getting moisture in openings. Don't use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean the display.
- Operate the Tegra 3 Developer Tablet in a place where the temperature is always between 0 and 40C (32 to 104F).
- Store the Tegra 3 Developer Tablet in a place where the temperature is always between -20 and 60C (-4 to 140F). When taking the device from a low temperature condition, allow the device to reach room temperature before turning the power on.
- If the product sustains damage requiring service, disconnect the product from the AC electrical outlet and refer servicing to an NVIDIA authorized service provider.

**WARNING:** This tablet contains Lithium batteries. There is RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE. DISPOSE OF USED BATTERIES ACCORDING TO THE INSTRUCTIONS.

# **Power Rating**

5V DC. 4A



