

Matrox Video Limited Patent Non-Assertion Pledge

As a supporter of the adoption of the MXL Project, Matrox Graphics, Inc. (“Matrox Video”) wants to reduce patent uncertainty related to the MXL Code. Accordingly, subject to the terms of this Pledge, Matrox Video commits not to assert the specific claims identified below (the “Pledged Claims”) against persons or entities that develop, distribute, or use the MXL Code.

Definitions

“Pledge” means Matrox Video’s commitment and promise set forth in the two paragraphs under “Matrox Video’s Pledge.”

“Non-pledged Claims” means any patent claim that is not expressly identified below as a Pledged Claim, including any claim in any patent or pending patent application owned or controlled by Matrox Video, anywhere in the world.

“Covered Party” means any person or entity that distributes, integrates or uses the MXL Code, collectively “Covered Parties.”

“Corresponding Patent” means any patent granted in a jurisdiction outside the United States that corresponds to U.S. Patent No. 12,495,084 (e.g., foreign counterpart patents claiming priority to the same application family).

“Corresponding Pledged Claims” means claims of a Corresponding Patent that Matrox Video designates in writing as corresponding in scope to the Pledged Claims listed below.

“MXL Implementation” means any software, firmware, or embedded implementation developed, distributed or used by a Covered Party that includes, incorporates or uses the MXL Code.

Matrox Video’s Pledge

Matrox Video commits that it will not bring a lawsuit or other legal proceeding for infringement of a Pledged Claim against any Covered Party that develops, distributes, or uses the MXL Code.

It is Matrox Video’s intent that the Pledge be legally binding, irrevocable (except as otherwise provided under “Defensive Termination” below) and enforceable against Matrox Video and entities controlled by Matrox Video, and their successors and assigns. Thus, Matrox Video will require any person or entity to whom it sells or transfers any patent that

includes a Pledged Claim to agree, in writing, to honor this Pledge and to impose the same requirement on any subsequent transferees to do the same.

Pledged Claims (each individually a “Pledged Claim”)

- Claims 1, 4, 5, 11, 14, and 15 of U.S. Patent No. 12,495,084.
- Any Corresponding Pledged Claims of any Corresponding Patent, once such Corresponding Patent is granted and Matrox Video has provided written notice designating the corresponding claims.

Limitations

This Pledge does not mean that an MXL Implementation is free from infringement risk under any Matrox Video Non-pledged Claims, or any other patent or other intellectual property rights of any third party.

Matrox Video expressly reserves the right to bring a lawsuit or other legal proceeding against Covered Parties for patent infringement of any Non-pledged Claims, including with respect to any MXL Implementation.

This Pledge neither obligates nor assures either that: (i) Matrox Video will add any other patent claims to the list of Pledged Claims (other than Corresponding Pledged Claims as described above); or (ii) any of the Pledged Claims cover any MXL Implementation.

Defensive Termination

Matrox Video reserves the right to terminate this Pledge, to the extent Matrox Video deems necessary to protect itself, its affiliates, or its products and services (“Defensive Termination”) with respect to any Covered Party that sends a notice or demand letter, files a lawsuit or other legal proceeding for patent infringement or has a direct financial interest in such lawsuit or other legal proceeding (an “Asserting Party”) against Matrox Video or any entity controlled by Matrox Video or against any third party based in whole or in part on any product or service developed by or on behalf of Matrox Video or any entity controlled by Matrox Video.

If Matrox Video exercises a Defensive Termination with respect to an Asserting Party, this Pledge will no longer apply to the Asserting Party and will have the same effect as if Matrox Video’s Pledge was never extended to such Asserting Party in the first instance. Matrox Video, in its sole discretion, shall determine the manner and terms, if any, by which rights under Pledged Claims may be extended to an Asserting Party after that Asserting

Party's lawsuit or other legal proceeding has been permanently dismissed, terminated or withdrawn in writing.

Forum Selection and Venue

Any dispute, claim, controversy, or legal action or proceeding arising out of, relating to, or in connection with this Pledge (each, a Dispute), with the exception of any Dispute that is subject to the exclusive jurisdiction of another forum under applicable law, shall be brought, commenced, and determined exclusively in a court of competent jurisdiction in the United Kingdom (the UK Courts). Matrox Video and each Covered Party: i) irrevocably submit to the personal jurisdiction of the UK Courts for purposes of any Dispute and agree not to commence, prosecute, or maintain any Dispute in any forum other than the UK Courts; ii) irrevocably waive, to the fullest extent permitted by applicable law, any objection they may now or hereafter have to the laying of venue of any Dispute in the UK Courts and any claim that any such Dispute has been brought in an inconvenient forum; and iii) agree that a final judgment in any Dispute rendered by a UK Court may be recognized and enforced in any jurisdiction, and agree not to oppose recognition or enforcement of such judgment on the ground that the UK Courts lacked jurisdiction, except to the extent such opposition cannot be waived under applicable law.