

EXHIBIT A

Khronos Group Adopters Agreement Cover Page

This agreement enables participation in the Khronos Adopters Program to submit conformance test results and receive patent and trademark licenses for conformant products

**PLEASE TYPE OR PRINT CLEARLY: THIS IS A LEGAL DOCUMENT
ILLEGIBLE AGREEMENTS CANNOT BE PROCESSED**

Contact for processing this agreement and arranging payment:

NAME:	_____
COMPANY:	_____
EMAIL:	_____
PHONE:	_____

Guidelines for completing this agreement:

1. Fill out the contact information above and select the specifications you wish to adopt on the signature page.
2. Non-members should sign one box on the signature page to accept or decline the reciprocal patent license under the terms of the Khronos Group Adopter Intellectual Property (“IP”) Rights Policy. Declining means that no patent licenses will be granted under this agreement, and so your implementations will not benefit from the patent protections otherwise granted to conformant products. The reciprocal license terms that apply to Adopters who are also Khronos members are determined in accordance with the terms of their Khronos Membership Agreements, including with respect to Working Group Exclusion Certificates and IP Disclosure Certificates.
3. If you have previously adopted specifications but wish to adopt additional specifications, submit a fully executed agreement with any additional specifications selected, together with the appropriate fees. Your previous adoptions will not be affected.
4. You may apply to become an Adopter solely to act as a subcontractor to another Adopter without any rights to make Submissions on your own behalf, with Adopter Fees waived. The application requires that both you and the Contracting Adopter execute the Subcontractor Warranty in Attachment B and is subject to Khronos Board approval.

5. Have an authorized person sign the signature page of this agreement. If your company requires more than one authorized signatory, duplicate the signature page for each required signature for both copies of the agreement.
6. Mail a copy **OR** email a PDF of the executed agreement to the contact address below. If mailed, send two signed copies and one completed copy will be returned for your records.

Khronos Group Member Services
Khronos Group Inc, 9450 SW Gemini Drive #45043, Beaverton, OR 970088-6018, USA
memberservices@khronos.org
Voice mail: +1 (415) 869-8627

7. You may pay by check made out to the ‘**Khronos Group Inc.**’ at the address above or by wire:
ABA# 121000248, Account Number 7731821745
Wells Fargo Bank, 150 North Santa Cruz Avenue, Los Gatos CA 95030 USA
Tel: +1 (408) 354-6512

Your **Adopter Privileges** will commence when Khronos has acknowledged receipt of the executed agreement and associated fees for the selected specifications.

Khronos Group Adopters Agreement

This Khronos Adopter Agreement (“**Agreement**”) is entered into by and between The Khronos Group Inc. (“**Khronos**”), and the undersigned sponsoring organization, (“**Adopter**”), by and through their authorized representatives as of the Effective Date which is the later of the last date of signature on the signature page below.

1. Purpose and Scope

Khronos has created conformance tests and associated documentation for its Specifications and defined a process by which implementations of Specifications may be tested and verified as conformant. This Agreement contains a source license to conformance test software; a trademark license under which an Adopter may use trademarks in connection with conformant implementations; and an optional Reciprocal Patent License under which Adopter exchanges licenses to essential intellectual property for adopted Specifications with other Adopters and Khronos members.

2. Definitions

Throughout this Agreement and Attachments, the following terms when capitalized shall have the following meanings:

“**Adopters Package**” means the collection of software and documentation, including Test Source, made available to Adopters by Khronos for Specifications.

“**Affiliate**” means any entity that is directly or indirectly controlled by a party to this Agreement. For purposes of this definition, control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of an entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity.

“**Binary Program**” means program(s) provided in the Adopters Package in Binary form.

“**Confidential Information**” shall include the Adopter’s Package and all other materials provided by Khronos to Adopter and not specifically designated as non-Confidential by Khronos, including any source code, passwords and all test results submitted by Adopter. Notwithstanding the above, Confidential Information will not include any information that is (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; (e) generally made available to third parties by the disclosing party without restriction on disclosure; or (f) disclosed in furtherance of an order to disclose issued by a court of proper jurisdiction; provided, however, in such instance, the Adopter having received the Confidential Information will provide prompt notice to Khronos in order to facilitate Khronos’ legal intercession.

“**Marks**” means the trademarks associated with Specifications as defined in the Process Document.

“**Mark Owner**” shall mean Khronos for all Marks except for: Silicon Graphics, Inc. which owns all right, title, and interest to the marks “OpenML”, “OpenGL,” and “OpenGL ES” and has registered or has filed an application to register “OpenGL” in numerous countries worldwide including the United States, and has registered “OpenML” with the U.S. Patent and Trademark Office, and has sub-licensed the aforesaid Marks for use by Khronos; and Apple Inc. which owns all right, title, and interest to the mark “OpenCL” which is used by permission by Khronos.

“**Member**” means an entity that has executed a Khronos Contributor Associate Agreement or the Khronos Promoters Participation Agreement and has not withdrawn its membership.

“**Process Document**” means the current version of the Khronos Conformance Test Process Document as posted on the Khronos website.

“**Products**” means actual products, whether hardware, software, or combinations thereof.

“**Reciprocal Patent License**” means the optional reciprocal patent license entered into by Adopter under to the IP Rights Policy defined in Attachment A.

“**Residuals**” means information in non-tangible form which may be retained in the minds of persons who have had access to the Adopter’s Package, including ideas, concepts, know-how or techniques contained therein.

“**Specifications**” means the Khronos specifications selected on the signature page of this agreement.

“**Test Source**” means the source code for the conformance tests for Specifications.

3. Khronos Membership

3.1. Membership Not Required

It is not necessary for an Adopter to be a Member. If Adopter becomes a Member, then any reduced Adopter Fees as defined in the Process Document become available on execution this Agreement after the date of commencement of membership. No refunds shall be provided for Adopter Fees received before Adopter becomes a Member.

4. Adopter Fees

4.1. Payment of Fees

Upon execution of this Agreement the Adopter Fees as defined in the Process Document for Specifications shall be due to Khronos by any Adopter. No access to any Adopters Package shall be provided until the applicable Adopter Fees due for Specifications have been received by Khronos. No refunds shall be provided for Adopter Fees received under this Agreement under any circumstances.

4.2. Adopter Package Access

In return for these Adopter Fees Khronos will provide the Adopter access to the Adopters Packages for Specifications and enable the Adopter and its Affiliates to make submissions as defined in the Process Document for Specifications.

5. Conformance Process

5.1. Compliance with Process Document

Adopter agrees to comply with the Process Document before claiming or otherwise indicating or implying conformance with any Specification for any Product. Adopter warrants that all information supplied by Adopter and its Affiliates under the process defined in the Process Document, including information about Products, shall be accurate to the Adopters best knowledge.

5.2. Process Updates

Adopter acknowledges that the Process Document may be amended and updated at any time by Khronos in its sole discretion. Under no circumstance will Process Document updates invalidate the conformance for any Product that is conformant under an earlier version of the Process Document.

5.3. Notices for Process Updates

Khronos will distribute notices of any updates to the Process Document to an electronic mailing list to which the Adopter shall be added. It is, however, incumbent on the Adopter to provide Khronos with the Adopter’s correct email address and, should this address change, provide notice to Khronos of any new email address.

6. Reciprocal Patent License

6.1. Optional Acceptance and Grant of License

An Adopter that is not a Member shall indicate whether it accepts or declines the Reciprocal Patent License, as defined in Attachment A to this Agreement, for Specifications by signing the appropriate box on the signature page. The signing of the Adopters Agreement by a Member does not affect Adopter’s exclusion from and declination of the Reciprocal Patent License resulting from the Adopter’s Membership Agreement, Exclusion Certificates, and IP Disclosure Certificates.

6.2. Limitation on Limited Patent License

The Reciprocal Patent License is effective only for so long as, and only to the extent that, Adopter’s Product(s) that purport to be implement the Specifications are conformant with the Specifications as defined in the Process Document.

7. Test Source and Binary Program License

7.1. Purpose

Within ten (10) business days of the Effective Date of this Agreement and receipt by Khronos of relevant Adopter Fees, Khronos shall make the Adopters Package, including any updates, electronically available to Adopter and its Affiliates.

7.2. Test Source License

Unless covered by a separate agreement included with the Test Source, Adopter and its Affiliates shall have a non-exclusive, nontransferable, royalty free license to internally use and modify the Test Source for the sole purpose of administering the test to Adopter's or Adopter's Affiliate's Products pursuant to the Process Document.

7.3. Binary Program License

Unless covered by a separate agreement included with the Binary Program, Adopter and its Affiliates shall have a non-exclusive, non-transferable royalty-free license to internally use Binary Program for the sole purpose of administering the test to Adopter's Products pursuant to the Process Document.

7.4. No Redistribution Rights

Except as permitted under a separate agreement included with the applicable code, Adopter and its Affiliates have no right to sublicense the foregoing rights to any third party. This Agreement does not give Adopter the right to publicly perform or publicly display the Adopters Package.

7.5. Indemnification

Subject to the provisions of Clause 11.12 (Limitation of Liability) Adopter agrees to indemnify and hold Khronos, and each of their respective officers, directors, affiliates, employees and agents, harmless from and against any damages, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees and amounts paid in settlement of any claim, of any kind or nature whatsoever, which may be sustained or suffered as a result of any use by Adopter of the Adopters Package in violation of the terms and conditions of this Agreement, including, without limitation, any act or omission, which causes or is alleged to cause harm or a violation of any of the rights of any third party.

7.6. Ownership Rights

Adopter receives no ownership interest in or title to any Khronos, Khronos Licensor or other Mark Owners intellectual property in the Adopters Package including APIs, libraries, documentation, specifications, or derivatives thereof, Marks or other designs provided by Khronos hereunder as a result of Adopter's possession of the Adopters Package. Adopter shall provide Khronos with all Adopter's modifications to the Test Source, and Adopter transfers, assigns, and hereby does assign to Khronos all rights, title, and interest to any such modifications to the Test Source. For avoidance of doubt, the previous sentence is not intended to include any other Adopter software and/or libraries that may be combined with or linked to the Test Source. Khronos (and its licensors, if any) reserve all rights not expressly granted.

7.7. No Other Rights

Except as otherwise expressly provided herein, no license or rights in the Adopters Package, APIs, libraries, documentation, specifications, or derivatives thereof, Marks, or other designs, software, trademarks, or other intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise.

8. Trademark License

8.1. Conditional Trademark License

Subject to the terms and conditions set forth herein, Khronos grants to Adopter and its Affiliates the right use the Marks as defined in the Process Document for Specifications, world-wide, solely with conformant Product(s) as defined in the Process Document. In the event that Products contain multiple programs or drivers, the Marks may only be used in reference to those programs or drivers that are conformant. An Adopter may only use Marks associated with optional functionality profiles described in the Process Document on Products that are conformant with those profiles. Khronos warrants that it has all necessary rights to grant to Adopter this license to use the Marks.

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.