

## SD CARD ASSOCIATION LICENSE AGREEMENT

This SD CARD ASSOCIATION LICENSE AGREEMENT is made by and between the SD Card Association (“**SD Association**”), a California membership corporation having its principal place of business at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, U.S.A. and \_\_\_\_\_, a \_\_\_\_\_ corporation, with a principal place of business at \_\_\_\_\_ who is a member of the SD Association (“**Licensee**”) and is effective as of the later of the two (2) signature dates below (the “**Effective Date**”).

WHEREAS, the SD Association has certain trade secret rights and/or copyrights in certain specifications owned by or/and licensed to the SD Association, which specifications are valuable to the production and use of SD Host Products, SD Ancillary Products and SD Memory Cards;

WHEREAS, Licensee desires to access and use such SD Association Specifications, subject to all the terms and conditions stated in this Agreement; and

WHEREAS, SD Association is willing to allow Licensee certain non-exclusive rights to SD Association Specifications, in each case under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes hereof, the following capitalized terms shall have the respective meanings provided below:

1.1 **“Affiliate”** shall mean, with respect to any party hereto, any corporation, firm, partnership, proprietorship, or other legally recognizable form of business entity, in whatever country organized or resident, directly or indirectly owned or controlled by such party, but only for so long as such ownership or control exists. For the purpose of this definition, “ownership” shall mean more than fifty percent (50%) beneficial ownership of the equity securities or interests of the legally recognizable entity or the ability to vote more than fifty percent (50%) of the aggregate votes cast at a partner or shareholder meeting (or the ability to control any single class of votes), in each case, only so long as such ownership or voting rights continue. For the purpose of this definition, “control” shall mean the power to direct or cause the direction of the management or policies of such legally recognizable entity, directly or indirectly, whether through the ownership of voting shares, by contract or otherwise.

1.2 **“Agreement”** shall mean this SD Card Association License Agreement, including all schedules attached hereto, and any and all amendments to the Agreement and/or such schedules.

1.3 **“Confidential Information”** shall mean, if disclosed in tangible form, information marked “Confidential”, “Proprietary” or with other similar designation to indicate its confidential or proprietary nature, or if disclosed orally, is indicated orally to be confidential or

proprietary by the SD Association at the time of such disclosure and is confirmed in writing as confidential or proprietary by the SD Association within a reasonable time after such disclosure.

1.4 “**Content Protection for Recordable Media**” shall mean a specific technology that helps to prevent unauthorized reproduction and/or manipulation of digital and/or electronic content and that is licensed by a separate agreement from the entity known as 4C Entity, LLC, a Delaware limited liability company.

1.5 “**Essential Patent Claims**” shall mean claims of a patent or patent application which would be necessarily and unavoidably infringed by the making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of those portions of a product that implements the secure digital technology in compliance with the SD Group Specifications in a particular country in the absence of a license or other authorization from the owner of such patent claims in such country. As used herein, “infringe” includes direct infringement, contributory infringement and/or inducement of infringement. Essential Patent Claims shall not include patent claims for a format that is independently adopted by third parties but incorporated and referenced in the SD Specifications, nor shall it include Semiconductor Memory Technology or semiconductor process/packaging technologies.

1.6 “**Licensed Affiliate**” shall mean any Affiliate of Licensee identified in Schedule B that are authorized by Licensee to exercise rights under this Agreement. Subject to compliance with Section 2.3, Licensee may add any of its Affiliates, to Schedule B at any time with prior written notice to SD Association together with submission of a new Schedule B signed and dated by Licensee.

1.7 “**Licensee**” shall mean Licensee and, where the context so implies with respect to the rights and obligations hereunder, any of Licensee’s Licensed Affiliates.

1.8 “**New Version**” shall mean a version of the SD Specifications that meets either of the following conditions: (i) a specification which is not compatible with the SD Group Specifications; or (ii) a specification which changes the security specification (Part 3 of the SD Specifications).

1.9 “**SD Ancillary Products**” shall mean products, or parts or software thereof, that: (i) in whole or in part comply with all applicable portions of Part 1, Part 2 or Part 3 of the SD Specifications; and (ii) are interoperable with SD Host Products or SD Memory Cards. SD Ancillary Products include, but are not limited to, adapters and software applications, and SD I/O Cards, but do not include SD Host Products, SD Memory Cards, other products incorporating semiconductor memory products (including but not limited to flash memory, ROM or RAM) used for data storage in accordance with Part 2 of the SD Specifications, flash memory storage devices, or flash memory controllers.

1.10 “**SDA Applications**” shall mean functions, technical formats or functional extensions which utilize, in whole or in part, SD Specifications and are formally adopted by SD Association.

1.11 “**SDA Application Designations**” shall mean designations, extensions or identifiers used to indicate SDA Applications set forth in Schedule A-1, as may be updated from time to time by the SD Association.

1.12 “**SDA Pictograph Guideline**” shall mean Part 2 (SD Logo Guideline) of the SD Logo Guideline / SDA Logo Guideline, as such part may be revised from time to time by SD Association, related to SDA Pictographs and SDA Application Designations that is made available on the SD Association website.

1.13 “**SDA Pictographs**” shall mean the SDA Application Designations set forth in Schedule A-1, used to indicate functions, characteristics, technical formats or functional extensions which utilize, in whole or in part, SD Association Specifications as may be updated from time to time by the SD Association.

1.14 “**SD Association Compliance Committee**” shall mean a committee appointed or approved by SD Association to verify an SD Product’s compliance with the SD Specifications pursuant to Schedule C.

1.15 “**SD Association Specifications**” shall mean the specifications owned and licensed by SD Association, specifically, (i) the incremental portions that constitute any material revisions or a New Version of the SD Group Specifications and (ii) Parts 5 and higher as set forth in Schedule A. SD Association Specifications are included in Confidential Information.

1.16 “**SD Group**” shall mean collectively Panasonic Corporation, SanDisk Corporation and Toshiba Corporation and their respective Affiliates.

1.17 “**SD Group Specifications**” shall mean the specifications established by the SD Group for flash memory cards defined by Versions 1.0 and 1.01 of the SD Physical Specification (Part 1 of the SD Specifications), the SD Logical Specification (Part 2 of the SD Specifications), the SD Security Specification (Part 3 of the SD Specifications) and the SD Audio Specification (Part 4 of the SD Specifications), including any corrections or other non-material changes made thereto by SD Group. SD Group Specifications are included in Confidential Information.

1.18 “**SD Host Products**” shall mean Standalone products, or parts or software thereof, that actually host SD Memory Cards and comply with Part 1 and Part 2, and all other applicable portions of the SD Specifications.

1.19 “**SD I/O Cards**” shall mean SD Ancillary Products that: (i) are capable of performing any function other than memory storage, wherein for the purposes of this section “memory storage” shall mean the storage of any data in a non-volatile memory device, regardless of whether the non-volatile memory storage device is used for the storage of executable code, non-executable code, drivers, or any other type of data or information (e.g., Supplemental Code Area or SD Memory as described in Part E-1 of the SD Specifications); (ii) comply with Part 1 of the SD Specifications; and (iii) comply wholly or in part with Part E-1 of the SD Specifications. I/O cards that include Supplemental Code Area, SD Memory or any other type of memory storage will be licensed by the SD-3C LLC under a separate license agreement.

1.20 “**SD Logos**” shall mean the trademark rights in and to certain logos for SD Products owned by the SD Group or the SD-3C LLC.

1.21 “**SD Memory Cards**” shall mean semiconductor memory products (including but not limited to flash memory, ROM, RAM and I/O cards (with memory storage capacity)) other than SD I/O Cards, or parts or software thereof, that comply with all of Part 1, Part 2 and Part 3 of the SD Specifications. SD Memory Cards also include, but are not limited to, embedded products that comply with Part 1 (except the form factor), Part 2 and Part 3 of the SD Specifications.

1.22 “**SD Memory Card License**” shall mean the separate license agreement by which SD-3C LLC licenses certain technology, including without limitation SD Group Specifications, SD Logos and Essential Patent Claims of the SD Group, relating to SD Memory Cards.

1.23 “**SD Products**” shall mean the SD Host Products, SD Ancillary Products and SD Memory Cards.

1.24 “**SD Specifications**” shall mean the SD Group Specifications and the SD Association Specifications collectively.

1.25 “**SD-3C LLC**” shall mean a Delaware limited liability company having its registered office at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A formed by the SD Group to administer intellectual property rights of the SD Group in SD related technology

1.26 “**SD-3C Host/Ancillary Product License**” shall mean the separate license agreement by which SD-3C LLC licenses certain technology, including without limitation SD Group Specifications, SD Logos and Essential Patent Claims of the SD Group, relating to SD Host Products and SD Ancillary Products.

1.27 “**Schedule A**” shall mean Schedule A attached to this Agreement, as such schedule may be amended in accordance with Article 9 below from time to time by SD Association.

1.28 “**Schedule B**” shall mean Schedule B attached to this Agreement, as such schedule may be amended from time to time by Licensee as set forth in Section 2.3.

1.29 “**Schedule C**” shall mean Schedule C attached to this Agreement, as such schedule may be amended from time to time by the SD Association but only upon the reasonable request of SD Association Compliance Committee.

1.30 “**Schedule D**” shall mean Schedule D attached to this Agreement, as such schedule may be amended from time to time by SD Association.

1.31 “**Semiconductor Memory Technology**” shall mean technology including patent claims relating to the development, design, manufacture or sale of any semiconductor memory devices.

1.32 “**Standalone**” with respect to a device shall mean that the device is capable of functioning without relying on interaction or attachment to another independent device.

## 2. **SD Association Specifications License**

2.1 Upon the terms and conditions and with the limitations and exceptions hereafter set forth, including but not limited to the confidentiality obligations contained herein, SD Association hereby grants to Licensee a non-exclusive, royalty-free, non-transferable license, on a worldwide basis during the term hereof, to use the SD Association Specifications as listed in Schedule A hereto (and amended from time to time by the SD Association), including the technical information, know-how and trade secrets contained therein to the extent the SD Association has the authority to grant a license to such technical information, know-how and trade secrets, solely to make, design, have made, use, offer for sale, sell, import, export, lease or otherwise dispose of SD Products.

2.2 Licensee hereby agrees that in the event Licensee has SD Products made, developed, designed or otherwise manufactured by a third party on a subcontract basis pursuant to Sections 2.1 of this Agreement, Licensee shall ensure that such third party has executed an SD Card Association License Agreement with SD Association prior to contracting with such third party. Licensee shall, however, have the option to contract to have SD Products made, developed, designed or otherwise manufactured by a third party on a subcontract basis, without the requirement that the third party execute an SD Card Association License Agreement, provided that Licensee hereby agrees that Licensee has not, and will not, disclose the Confidential Information, to such third party unless (i) such third party has agreed, in writing, to comply with confidentiality obligations at least as restrictive as those in this Agreement; and (ii) Licensee is responsible and financially liable for such third party’s compliance with the applicable terms and conditions of this Agreement.

2.3 For any Affiliate that Licensee lists on Schedule B, Licensee represents that it has the authority to bind and hereby binds such Affiliate to the obligations set forth herein. Licensee further represents and warrants that the entities listed on Schedule B are current Affiliates and if the status of any such entity changes such that it no longer meets the definition of Affiliate, or Licensee desires to otherwise update such list, Licensee will promptly provide SD Association with a new signed and dated Schedule B that reflects such updates. Licensee shall be responsible for ensuring each Licensed Affiliate’s compliance with the terms of this Agreement. A violation by any Licensed Affiliate with any such obligation shall be deemed a breach by Licensee of this Agreement and Licensee shall be responsible for the acts and omissions of its Licensed Affiliates as if such acts and omissions had been the acts and omissions of Licensee. Without limiting the general applicability of the forgoing and for the avoidance of doubt, Licensee on behalf of the Licensed Affiliate hereby covenants and agrees that Licensed Affiliate will abide by the obligations and restrictions of the SD Association Intellectual Property Policy attached to this Agreement as Schedule D, as such schedule may be amended from time to time during the term of this Agreement by the SD Association (including without limitation, with respect to the license of Essential Patent Claims and treatment of Confidential Information), wherein the term “Member” as used in such SD Association Intellectual Property Policy shall be read to include Licensed Affiliate where applicable, and the term “joining or continuing to participate in the SDA” shall be read to include designation of such Licensed Affiliate on Schedule B.

2.4 Subject to the terms of this Agreement, SD Association shall provide access to Licensee to download copies of the current version of the SD Specifications solely for internal use as expressly authorized herein. Licensee covenants and agrees that it will not incorporate all or any portions of such SD Specifications into any other documents or materials, make derivative works thereof or otherwise distribute or publish any all or any portions of such SD Specifications.

2.5 Licensee acknowledges and agrees that the right to use the SD Association Specifications licensed hereunder does not extend to Licensee's use of the same in connection with any product that does not comply with the applicable SD Association Specifications as required herein, or that is incompatible with products that comply with the SD Association Specifications.

2.6 Licensee acknowledges and agrees that it must be an SD Association member to enter into this Agreement and must remain a SD Association member in good standing during the term of this Agreement.

2.7 Licensee acknowledges and agrees that, making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of SD Products may require a separate license for Content Protection for Recordable Media (as defined in Section 1.4).

2.8 Licensee acknowledges and agrees that, making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of SD Memory Cards requires (or, in the case of the exercise of have made rights pursuant to Section 2.2, may require) Licensee to enter into a separate SD Memory Card License (as defined in Section 1.22).

2.9 Licensee acknowledges and agrees that, making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of SD Host Products and SD Ancillary Products requires (or, in the case of the exercise of have made rights pursuant to Section 2.2, may require) Licensee to enter into a separate SD-3C LLC Host and Ancillary Product License.

2.10 Licensee acknowledges and agrees the SD Group owns the copyright and trade secrets in the SD Group Specifications and that any license to use such SD Group Specifications can be obtained from the 3C-LLC pursuant to the SD-3C Host/Ancillary Product License (with respect to SD Host Products and SD Ancillary Products) or the SD Memory Card License (with respect to SD Memory Cards). Notwithstanding that the 3C-LLC has authorized the SD Association to provide or make available to Licensee for download the SD Group Specifications as part of the full SD Specifications, nothing herein shall be construed to grant Licensee any rights in the SD Group Specifications.

2.11 Licensee acknowledges and agrees any license to use the SD Logo can be obtained from the 3C-LLC pursuant to the SD-3C Host/Ancillary Product License (with respect to SD Host Products and SD Ancillary Products) or the SD Memory Card License (with respect to SD Memory Cards). Nothing herein shall be construed to grant Licensee any rights in such SD Logo.

### **3. SDA Application Designations and SDA Pictographs**

3.1 Upon the terms and conditions and with the limitations and exceptions hereafter set forth including but not limited to those in Section 3.2 below, SD Association hereby permits Licensee to use the SDA Application Designations on SD Products complying with the applicable SD Association Specification, and accompanying packing materials, and in related

advertising and other sales and marketing literature, including catalogues or brochures, and user manuals for such SD Products, in the form and manner specified in the SDA Pictograph Guideline on a worldwide basis during the term hereof on a non-exclusive basis. Licensee is strictly prohibited from using and agrees not to use any of the SDA Application Designations in any manner other than as specifically permitted in this Agreement. Unless otherwise agreed upon between the Parties in writing, Licensee shall refrain from using the SDA Application Designations unless specifically permitted by this Agreement, which obligation shall survive any termination or expiration of this Agreement in perpetuity.

3.2 Upon the terms and conditions and with the limitations and exceptions set forth in this Agreement, SD Association hereby grants Licensee a non-exclusive, non-transferrable, royalty free license to use the SDA Pictographs solely on SD Products complying with the applicable SD Association Specification, and accompanying packing materials, and in related advertising and other sales and marketing literature, including catalogues or brochures, and user manuals for such SD Products, in the form and manner specified in the SDA Pictograph Guideline on a worldwide basis during the term hereof. Licensee is strictly prohibited from using and agrees not to use any of the SDA Pictographs in any manner other than as specifically permitted in this Agreement. Licensee's use of the SDA Pictographs shall inure solely to the benefit of the SD Association, which as between Licensee and SD Association, shall be deemed the owner of all rights in and to the SDA Pictographs. Unless otherwise agreed upon between the Parties in writing, Licensee shall refrain from using the SDA Pictographs unless specifically permitted by this Agreement, which obligation shall survive any termination or expiration of this Agreement in perpetuity.

3.3 In the event that Licensee has SD Products made, developed, designed or otherwise manufactured by a third party on a subcontract basis pursuant to Section 2.2 of this Agreement, Licensee shall be responsible for such third party's compliance with the applicable terms and conditions of this Agreement, and Licensee shall make sure that such third party uses the SDA Pictographs and/or SDA Application Designation under the terms and conditions of this Agreement and solely in connection with the SD Products manufactured for, and sold by, Licensee.

3.4 In cases where Licensee sells SD Products on an OEM basis, the Licensee shall use reasonable efforts to ensure that such purchaser's usage of the SDA Pictograph and/or SDA Application Designation in product packaging, advertising, promotional materials, catalogues or brochures offering such SD Products for sale shall comply with the SDA Pictograph Guideline and this Section 3 in case such purchaser chooses to use the SDA Pictographs and/or SDA Application Designation.

3.5 Licensee shall use reasonable efforts to ensure that distributors' and retailers' usage of the SDA Pictographs and SDA Application Designations in advertising, promotional materials, catalogues or brochures offering Licensee's SD Products for sale shall comply with the SDA Pictograph Guideline and this Section 3.

3.6 Licensee shall be afforded a reasonable period of time (not less than three (3) months) subsequent to any changes to the SDA Pictograph Guideline or the SDA Pictographs and/or SDA Application Designations to implement the new requirements of the SDA

Pictograph Guideline and the SDA Pictographs and/or SDA Application Designations or to discontinue use of the SDA Pictographs and/or SDA Application Designations without affecting the validity of this Agreement or the rights granted hereunder. Licensee shall have the right to sell remaining inventory stock and complete and sell manufacturing work in process which becomes non-compliant as a direct result of such change to the SDA Pictograph Guideline or the SDA Pictographs and/or SDA Application Designations.

3.7 Licensee acknowledges and agrees that this Agreement does not transfer or convey to Licensee ownership of, or except as expressly set forth herein any rights in, any of the SDA Applications, SDA Application Designations, or SDA Pictographs. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with such Licensee's use of the SD Association Specifications, SDA Applications, the SDA Application Designations, or the SDA Pictographs.

#### **4. Verification**

4.1 Licensee agrees that all products claiming to be compatible with SD Products or compliant with the SD Specifications shall conform to the applicable SD Specifications. Licensee further agrees that in case the Licensee sells any SD Products on an OEM basis to third parties, the Licensee shall cause, and bear responsibility for causing, such third parties to comply with the requirements that all products claiming to be compatible with SD Products or compliant with the SD Specifications and sold by the third parties shall conform to the applicable SD Specifications.

4.2 Licensee hereby agrees not to make, have made, design, use, offer for sale, sell, import, export, lease or otherwise dispose of a purported SD Product claiming to be compatible with SD Products or compliant with the SD Specifications other than in full compliance with the applicable SD Specifications and the procedures set forth below and in Schedule C, as may be amended from time to time by SD Association but only upon the reasonable request of SD Association Compliance Committee.

4.3 If at any time during the term hereof, the SD Association Compliance Committee determines, in its sole reasonable judgment, that Licensee may be manufacturing (except for prototypes), selling, marketing, promoting or distributing an SD Product claiming to be compatible with SD Products or compliant with the SD Specifications which is not in full compliance with the applicable SD Specifications, at the request of the SD Association Compliance Committee, such Licensee shall submit sample SD Product (except a prototype) to a Designated Laboratory (as defined in Schedule C) for verification in accordance with the procedures set forth in Schedule C.

4.4 If Final Failure (defined in Schedule C) is declared for an SD Product by the SD Association Compliance Committee in accordance with committee protocol, then the SD Association shall have the right to terminate the rights granted to such Licensee under Section 2.1, 3.1, and 3.2 of this Agreement with respect to such SD Product that has been declared the Final Failure, upon thirty (30) days' prior written notice to Licensee.



4.5 The right of termination set forth in Section 4.4 above shall not be exclusive of any other remedies or means of redress to which the SD Association may be lawfully entitled, and all such remedies shall be cumulative. Upon termination pursuant to Section 4.4, all rights of Licensee granted hereunder with respect to the SD Product that failed to meet the verification standards, shall cease.

4.6 NO NOTICE OR STATEMENT OF ANY KIND SENT BY SD ASSOCIATION SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SD PRODUCT IDENTIFIED IN SUCH NOTICE OR STATEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR INTERCHANGEABILITY OR INTEROPERABILITY WITH OTHER SD PRODUCTS.

## **5. Services by SD Association**

5.1 Licensee agrees that SD Association acting through the SD Association Compliance Committee has the right to request sample SD Product (except a prototype) from Licensee pursuant to Section 4.3 in order to perform verification in accordance with the procedures set forth in Schedule C. Licensee further agrees that the SD Association Compliance Committee may in its sole reasonable judgment amend Schedule C from time to time.

## **6. Fees**

6.1 Payments for verification costs and fees shall be governed by Schedule C hereto.

6.2 All payments made by Licensee to the SD Association under this Agreement shall be made without any deduction for any taxes, including without limitation to value added taxes, consumption taxes, sales taxes, use taxes, withholding and any other or other taxes or governmental assessments or levies (“**Taxes**”), except for taxes imposed on SD Association’s net income. Any and all Taxes which may be imposed now or in the future or under the laws of any applicable jurisdiction shall be Licensee’s sole responsibility and Licensee shall promptly transmit such taxes to the appropriate authorities as and when they become due. Such Taxes shall not affect Licensee’s obligation to make payments to SD Association as required under this Agreement. Licensee shall indemnify and hold harmless SD Association for any losses, damages, liabilities and costs (including reasonable attorney’s fees) and expenses including without limitation penalties and interest that may be payable as a result of Licensee’s failure to timely pay all Taxes.

## **7. Ownership of SD Association Specifications**

7.1 Licensee acknowledges and agrees that this Agreement does not transfer or convey to Licensee ownership of or, except as expressly set forth herein any rights in any SD Association Specifications, or any other intellectual property of the SD Association.

7.2 Licensee further acknowledges and agrees that SD Association itself does not own Essential Patent Rights and that this Agreement does not transfer or convey to Licensee

ownership of, or any rights in, any of the Essential Patent Claims or other intellectual property of third parties.

7.3 SD Association hereby reserves all rights not herein expressly granted to Licensee. Such reserved rights are the sole and exclusive property of the SD Association and/or its licensors.

## 8. Confidentiality

8.1 Licensee agrees that Licensee shall use the Confidential Information pursuant to the terms and conditions of this Agreement, only for the purposes expressly identified in, and subject to the restrictions set forth in, Section 2 of this Agreement. Licensee further agrees that Licensee shall not disclose to any party Confidential Information pursuant to the terms and conditions of the Agreement, except to those certain employees and independent contractors who require such access to carry out the purpose of this Agreement and who have agreed, in writing, to the confidentiality obligations hereunder.

8.2 Licensee shall not copy, alter, modify, disassemble or reverse engineer any of the Confidential Information.

8.3 Licensee shall use the same degree of care, but no less than reasonable care under the circumstances, in keeping Confidential Information confidential as it uses for its own confidential information of a similar nature.

8.4 The obligations under this Agreement shall not extend to Confidential Information that (i) was generally available to the public at the time it was disclosed; (ii) becomes generally available to the public after disclosure which is not a result of any improper inaction or action of Licensee, or breach of its obligations hereunder; (iii) was known to Licensee, other than under an obligation of confidentiality, at the time of disclosure; (iv) is disclosed to Licensee without confidential obligation by a third party with rightful authority to do so; (v) is independently developed by Licensee, through a person or persons who have not had access to the Confidential Information; or (vi) is disclosed by SD Association to a third party without restrictions on such third party's rights to disclose or use the same; provided however that the confidentiality obligations under this Agreement shall always extend to any next generation card technology specifications disclosed by SD Association to Licensee regardless of whether the disclosure occurred before Licensee's execution of this Agreement.

8.5 Licensee shall comply with all applicable rules and regulations of the United States, Japan and other countries and jurisdictions relating to the export or re-export of any Confidential Information or an SD Product. Notwithstanding the licenses granted in Section 2.1 above, Licensee shall further be responsible for obtaining any export license or authorization as may be required under such laws or regulations with respect to the export of any Confidential Information or a Licensee SD Product.

8.6 Notwithstanding anything to the contrary contained herein, Licensee may disclose Confidential Information if required by any judicial or governmental request, requirement or order, or by operation of law, provided, however, that Licensee shall promptly inform SD

Association of such request, requirement or order and take steps necessary to obtain a protective order.

8.7 All of the confidentiality and limited use obligations contained herein shall survive for ten (10) years after termination of this Agreement, except for the SD Security Specification, which confidentiality period shall survive in perpetuity.

8.8 All Confidential Information shall remain the property of SD Association (except the SD Group Specifications which shall be deemed Confidential Information, but which does not remain the property of the SD Association), or the party which gave SD Association the authority to license such Confidential Information. At the reasonable request of SD Association, upon termination or expiration of this Agreement, and subject to the provisions of Section 13.2 below, all Confidential Information furnished to Licensee hereunder, and all copies thereof, if any, shall be, at the sole option of SD Association, either returned to SD Association or destroyed, with a written representation, by Licensee confirming such return or destruction.

## **9. SD Association Specifications Change**

9.1 Upon adoption by SD Association, in accordance with the SD Association Intellectual Property Policy, any material changes to the SD Group Specifications and any new SD Association Specifications will be deemed to be part of the SD Association Specifications, and the SD Association may amend Schedule A to reflect such material changes.

## **10. Indemnification**

10.1 Licensee hereby agrees to indemnify, hold harmless and defend SD Association, with respect to any third party claim arising out of, or relating to Licensee's making, having made, designing, using, offering for sale, selling, importing, exporting, leasing or disposing by other means of any SD Product except to the extent that (i) such claim arises from a negligent act or willful misconduct of the SD Association, or (ii) such claim is independently attributable to the SD Association Specifications, except for any claim arising out of, or relating to, the Content Protection for Recordable Media; provided, however, that Licensee receives prompt notice of any such claim and has the right to control the defense and settlement of such claim. SD Association hereby agrees, at Licensee's written request and at Licensee's expense, to provide reasonable technical assistance in the defense of any such third party claim.

## **11. Warranties and Disclaimer**

11.1 SD Association represents, warrants and covenants that it has the right to enter into this Agreement and to license the SD Association Specifications to Licensee pursuant to the terms contained herein.

11.2 Licensee represents and warrants that it has the right to enter into this Agreement.

11.3 EXCEPT AS EXPRESSLY STATED IN SECTIONS 11.1, AND 11.2 ABOVE, NEITHER SD ASSOCIATION NOR LICENSEE MAKE ANY REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE RIGHTS LICENSED OR INFORMATION TO BE SUPPLIED PURSUANT TO THIS AGREEMENT, SUCH AS BUT

NOT LIMITED TO THE SD SPECIFICATIONS, SDA APPLICATIONS, SDA PICTOGRAPHS, SDA APPLICATION DESIGNATIONS AND TECHNICAL INFORMATION AND SUPPORT, IF ANY, OR THE ABILITY OF LICENSEE TO MAKE USE THEREOF. NEITHER SD ASSOCIATION NOR LICENSEE MAKE ANY WARRANTY WHATSOEVER THAT THE USE OF INFORMATION, INCLUDING BUT NOT LIMITED TO THE SD SPECIFICATIONS, SDA APPLICATIONS, SDA PICTOGRAPHS, AND SDA APPLICATION DESIGNATIONS, SUPPLIED PURSUANT TO THIS AGREEMENT DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON. EACH PARTY UNDERSTANDS AND AGREES THAT NEITHER THE SD ASSOCIATION, NOR THE LICENSEE MAKES ANY WARRANTY WHATSOEVER THAT ANY MAKING, HAVING MADE, DESIGNING, USING, OFFERING FOR SALE, SELLING, IMPORTING, EXPORTING, LEASING OR DISPOSING BY OTHER MEANS OF ANY SD PRODUCT WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NEITHER SD ASSOCIATION NOR LICENSEE MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT.

## 12. **Limitation of Liability**

12.1 IN NO EVENT SHALL SD ASSOCIATION OR ANY AFFILIATE, DIRECTOR, OFFICER, AGENT, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIAL, CONTRACTOR OR EMPLOYEE ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE “**SD AFFECTED PARTIES**”) BE LIABLE TO LICENSEE OR ANY LICENSED AFFILIATE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR ARISING OUT OF ANY LICENSEE’S MAKING, HAVING MADE, DESIGNING, USING, OFFERING FOR SALE, SELLING, IMPORTING, EXPORTING, LEASING OR DISPOSING BY OTHER MEANS OF ANY PRODUCTS THAT IMPLEMENT SD SPECIFICATIONS WHETHER UNDER A THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE SD AFFECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 EXCEPT FOR WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OR A PROVISION OF THE SD ASSOCIATION INTELLECTUAL PROPERTY POLICY BY A LICENSEE, NEITHER LICENSEE NOR ANY AFFILIATE, DIRECTOR, OFFICER, AGENT, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIAL, OR EMPLOYEE ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE “**LICENSEE AFFECTED PARTIES**”) SHALL BE LIABLE TO SD ASSOCIATION FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER

(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT WHETHER UNDER A THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE LICENSEE AFFECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING AND SUBJECT TO SECTION 14.5 BELOW, LICENSEE AFFECTED PARTIES SHALL REMAIN LIABLE TO SD ASSOCIATION FOR ANY CLAIMS ASSERTED BY SD ASSOCIATION AGAINST THE LICENSEE AFFECTED PARTIES FOR REASONABLE ATTORNEY FEES AND COSTS OF SUIT.

12.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SD AFFECTED PARTIES' TOTAL AGGREGATE LIABILITY TO THE LICENSEE IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THREE THOUSAND U.S. DOLLARS (US\$ 3,000).

12.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OR A PROVISION OF THE SD ASSOCIATION INTELLECTUAL PROPERTY POLICY BY A LICENSEE, LICENSEE'S MAXIMUM AGGREGATE LIABILITY TO SD ASSOCIATION SHALL IN NO EVENT EXCEED THREE MILLION U.S. DOLLARS (US\$ 3,000,000).

### 13. **Term and Termination**

13.1 This Agreement shall become effective as of the Effective Date and shall continue in force for a period of one (1) year following such Effective Date and ending on the anniversary thereof ("**Initial Term**") and shall automatically extend for additional one (1) year periods (each such period, a "**Renewal Term**") (collectively, Initial Term and Renewal Terms, the "**Term**"), unless: (i) Licensee delivers written notice of termination to the SD Association at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, (ii) SD Association provides Licensee with of an amendment to this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term and Licensee does not execute such amendment and return such executed amendment to SD Association prior to the expiration of the then current term, or (iii) this Agreement is otherwise terminated pursuant to the terms and conditions of this Agreement. The SD Association shall have the right to amend the terms and conditions of this Agreement (such amendment to be effective upon commencement of the next Renewal Term) by providing Licensee with notice of such amendment at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term; provided that notwithstanding the foregoing and for the avoidance of doubt, any and all changes made by SD Association to Schedules A, C and/or D in accordance the policies, procedures or cooperate formation documents of the SD Association (including without limitation the SD Association Intellectual Property Policy and/or Amended and Restated Bylaws) will be effective upon approval of such changes in accordance with such policies, procedures or cooperate formation documents of the SD Association and shall not require amendment of this Agreement as set forth in this Section 13.1.

13.2 Immediately upon termination of this Agreement, Licensee and all Licensed Affiliates shall return to SD Association or destroy at SD Association's instruction, all SD Specifications licensed or provided hereunder, other Confidential Information and all copies of the foregoing documents, upon the last date that this Agreement remains in force and effect. To the extent a Licensee or a Licensed Affiliate is required by effect of statute or other governmental regulation, such Licensee or Licensed Affiliates may, upon written explanatory notice to SD Association, maintain copies of relevant SD Specifications for the limited purposes

required by such statute or other governmental regulation. Licensee and all Licensed Affiliates acknowledges and agrees that on the termination of this Agreement all rights of Licensee granted hereunder shall cease.

13.3 Any party may terminate this Agreement at any time on sixty (60) days' notice to the other party in the event that the latter shall materially breach or fail to perform any material obligation under this Agreement and such default is not remedied within sixty (60) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which the party providing such notice may be lawfully entitled, and all such remedies shall be cumulative.

13.4 In the event that any Event of Bankruptcy occurs, then SD Association or Licensee may give notice to the offending party terminating this Agreement and this Agreement shall be terminated in accordance with the notice. An "Event of Bankruptcy" occurs if:

- (i) a decree or order by a court having jurisdiction in the premises has been entered adjudging a party as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition, winding up or similar relief for a party under any applicable statute, or a decree or order of a court having jurisdiction in the premises for the appointment of a liquidator, receiver, administrator, trustee or assignee in bankruptcy or insolvency or other similar person or official of a party or of a substantial part of the property, or for the winding up or liquidation of the affairs of such party has been entered and remains unstayed; or if any substantial part of the property of a party has been sequestered or attached and has not been returned to the possession of a party or released from such attachment within fourteen (14) days thereafter; whether any such act or event occurs in the United States, or any foreign country, subdivision thereof, or any other jurisdiction; or
- (ii) if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any similar proceeding relating to insolvency, receivership or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing. If such proceeding is involuntary and is contested in good faith, this Agreement shall terminate only after the passage of one hundred twenty (120) days without the dismissal of such proceeding.

13.5 This Agreement shall automatically terminate in the event that Licensee's membership in the SD Association terminates or expires for any reason.

13.6 Termination or expiration of this Agreement shall have no effect on and Licensee shall remain fully liable for all outstanding fees, if any, owed to SD Association hereunder. The provisions set forth in Sections 7, 8, 10, 11.3, 12, 13.2, 13.6 and 14 and Schedule C, shall survive any termination or expiration of this Agreement in perpetuity. The termination or expiration of this Agreement shall have no effect on the Licensee's obligation to comply with the provisions of SD Association Intellectual Property Policy, including without limitation the survival provisions thereof.

#### 14. **Miscellaneous**

14.1 Licensee agrees that it has no right to bring any actions for unauthorized use or infringement of any of the SD Association Specifications. Licensee will promptly notify SD Association should it learn of any such potential unauthorized use or infringement. In any suit or action brought against Licensee that challenges or concerns the validity of any right granted by SD Association hereunder, SD Association shall have the option, at its own expense, to assume the defense of any such right granted by SD Association.

14.2 The performance by SD Association and Licensee of their respective obligations hereunder shall be conditioned upon and subject to the receipt of all necessary export approvals required by and all restrictions or conditions imposed by any relevant government.

14.3 This Agreement and the rights granted hereunder shall be personal to Licensee and shall not be assigned (whether by operation of law, sale of substantially all the assets of the Licensee, or otherwise), pledged, divided or otherwise encumbered in any way, without the prior written approval of the SD Association which shall not be unreasonably withheld in the case of an assignment to a member of the SD Association. Any purported assignment in violation of these provisions shall be a material breach of this Agreement and be deemed null and void. Licensee shall not have the right to sublicense any rights granted hereunder. SD Association shall have the right to assign this Agreement, at any time during the term thereof, to any other party which succeeds SD Association in their function as the licensor of the SD Association Specifications, upon reasonable prior written notice to Licensee. This Agreement shall inure to the benefit of the parties hereto and their permitted successors and assigns.

14.4 Wherever provision is made in this Agreement for the giving of any notice, such notice shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, addressed to the party entitled to receive the same, or delivered personally to such party, or sent by facsimile transmission, or sent by electronic mail, or sent by courier,

if to SD Association, to:

**SD Card Association**

2400 Camino Ramon, Suite 375

San Ramon, CA 94583

Attention: Stan Moyer, Executive Director SD Card Association

Telephone: (925) 275-6615

Fax: (925) 886-4870

[Email: sdcard.ed@inventures.com](mailto:sdcard.ed@inventures.com) AND

With copy to:

DLA Piper LLP (US)

Legal Counsel for SD Card Association

2000 University Avenue

Palo Alto, CA 94303-2248

Attention: James M. Vickery

Fax: (512).721-2288

Email: [James.Vickery@dlapiper.com](mailto:James.Vickery@dlapiper.com)

And if to Licensee, to:

Address:

Attention:

Telephone:

Fax No.:

Email:

or to such other address, in any such case, as any party hereto shall have last designated by notice to the other party. Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and the appropriate answer back or confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two (2) business days after delivery by the courier company, or if mailed, ten (10) business days following the date on which such notice was so mailed.

14.5 THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, AS IF THIS AGREEMENT WERE WHOLLY EXECUTED AND WHOLLY PERFORMED WITHIN SUCH STATE, AND WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PREVAILING PARTY IN ANY DISPUTE WITH RESPECT TO THIS AGREEMENT SHALL BE ENTITLED TO RECEIVE ITS REASONABLE AND DOCUMENTED FEES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS ON THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

14.6 ALL DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT, SD ASSOCIATION'S LICENSING OR LICENSEE'S USE OF THE SD ASSOCIATION SPECIFICATIONS, SDA APPLICATIONS, SDA PICTOGRAPHS, AND SDA APPLICATION DESIGNATIONS SHALL BE FINALLY SETTLED BY THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF SANTA CLARA IN THE STATE OF CALIFORNIA; AND EACH PARTY TO THIS AGREEMENT HEREBY: (i) IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE RESOLUTION OF SUCH DISPUTES; (ii) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SAID COURTS IN ANY SUCH DISPUTE BY PERSONAL DELIVERY OR MAILING OF PROCESS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE RESPECTIVE ADDRESS SET FORTH IN SECTION 14.4 ABOVE; (iii) IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS OR TO THE CONVENIENCE OR INCONVENIENCE OF CONDUCTING OR PURSUING ANY ACTION OR PROCEEDING IN ANY SUCH COURT; AND (iv) IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY REGARDING THE



RESOLUTION OF ANY DISPUTES BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14.7 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than expressly set forth herein (including the schedules hereto as amended from time to time during the term as set forth in this Agreement), or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby; provided that any changes to Schedules A, C or D shall not require execution by Licensee, and changes to Schedule B shall not require execution by the SD Association.

14.8 This Agreement may be executed in counterparts, including by electronic signature, pdf or facsimile, each of which will be deemed an original, but all of which will constitute one and the same document. Faxed, pdf or electronic signatures shall have the same effect as original signatures. A facsimile, pdf or other reproduction of this Agreement may be executed by one or more Parties to this Agreement, and an executed copy of this Agreement may be delivered by one or more Parties to this Agreement by facsimile, e-mail or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

SD CARD ASSOCIATION (“SD Association”)

\_\_\_\_\_  
 (“Licensee”)

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
By (Sign)

Stan Moyer  
Name (Print)

\_\_\_\_\_  
Name (Print)

Executive Director  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**SD ASSOCIATION SPECIFICATIONS**

1. **MATERIAL REVISIONS TO THE SD GROUP SPECIFICATIONS**

**Part 1 Physical Layer**

Physical Layer	4.10	Oct 22, 2012
eSD Addendum	2.10	Nov 25, 2008
microSD Addendum	4.00	Feb 20, 2012
miniSD Addendum	2.01	Mar 27, 2008
OTP Memory Card Addendum	1.00	May 12, 2008
Standard Size SD Card Mechanical Addendum	4.00	Jun 15, 2011
UHS-II Addendum to Physical Version 4.00	1.00	May 30, 2011
UHS-II Addendum Supplementary Notes to Version 1.00	1.00	Feb 20, 2012
Test Specification for Card	3.00	Jul 16, 2010
Test Specification for Host	3.00	Jul 16, 2010

**Part 02 File System**

File System	3.00	Apr 16, 2009
ATA IF Application Notes	1.00	Sep 01, 2002
File System Test Specification	3.01	Nov 24, 2011

**Part 03 Security**

Security	3.00	Jun 12, 2009
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**Part 04 Audio [SDA Application for Audio]**

Supplementary Notes 1	1.00	Jun 15, 2001
Supplementary Notes 2	1.01	Jan 01, 2002
Supplementary Notes 3	1.02	Mar 03, 2005
Supplementary Notes 4	1.03	May 09, 2006
Supplementary Notes 5	1.04	Jan 15, 2007
EMD Extension Addendum for Ver1.01	1.00	Sep 01, 2000
Application Notes	1.00	Jan 01, 2002
Supplementary Notes	1.01	Jan 15, 2007
Supplementary Notes	1.00	Mar 03, 2005
AAC Bitrate Application Notes	1.00	Apr 17, 2006
Part 4-15 SD Applications Supplementary Notes	1.00	Apr 28, 2010
Audio Test Specification	1.10	May 01, 2002

[Note: Part 04 Audio Specification, Version 1.01 Apr 15, 2001 is provided by the SD Association but must be licensed for use by Licensee from the SD Group or its licensee, the 3C-LLC]

## 2. SD APPLICATION SPECIFICATIONS

### **Part 5: Picture Specification [SDA Application for Picture]**

Picture	1.01	Feb 01, 2003
Supplementary Note	1.00	Jan 30, 2007
Picture Test Specification	1.00	Oct 20, 2001

### **Part 6: Voice Specification [SDA Application for Voice]**

Voice	1.00	Sep 20, 2000
Supplementary Notes for Version 1.00	1.01	Mar 03, 2005
Voice Test Specification	1.10	Feb 20, 2003

### **Part 7: pDocument Specification [SDA Application for pDocument]**

pDocument	1.00	Oct 20, 2000
pDocument Test Specification	1.00	Aug 20, 2001

### **Part 8: Video Specification [SDA Application for Video]**

Test Specification for Version 1.10	1.00	Feb 02, 2003
Video Common Book	1.31	Jan 05, 2011
Supplementary Notes for Version 1.30	1.10	Jun 12, 2009
Four Video Profiles Addendum	1.10	Aug 28, 2006
H.264 Mobile Video Profile Addendum	1.10	Jan 05, 2011
ISDB-T Mobile Video Profile Addendum	1.20	Mar 27, 2008
MP4/H.264 HD Video Profile Addendum	1.00	May 12, 2008
Supplementary Notes	1.00	Apr 16, 2009
MP4/MPEG-4 HD Video Profile Addendum	1.00	Apr 16, 2009
PS HD Video Profiles Addendum	1.00	Mar 27, 2007
TS HD Video Profiles Addendum	1.00	Mar 27, 2007
VC-1 Mobile Video Profile Addendum	1.00	Mar 27, 2007
Application Notes for Data Renewal	1.00	Feb 26, 2007
SD-Video H264 Test Specification	1.01	Nov 24, 2011
SD-Video ISDB-T Test Specification	1.03	Nov 12, 2009

### **Part 9: PIM Specification [SDA Application for PIM]**

PIM	1.00	Mar 20, 2001
PIM Test Specification	1.00	May 20, 2002

**Part 10: Image Specification [SDA Application for Image]**

Image	1.00	Aug 20, 2001
Image Test Specification	1.00	Mar 20, 2002

**Part 11: ePublish Specification [SDA Application for ePublish]**

ePublish	1.01	Aug 20, 2003
ePublish Test Specification	1.00	May 20, 2002

**Part 12: Sound Specification [SDA Application for Sound]**

Sound for MIDI	1.00	Feb 20, 2003
Application Notes	1.00	Mar 01, 2003
Sound Test Specification	1.00	Aug 20, 2002

**Part 13: Binding Specification [SDA Application for Binding]**

Binding	1.01	Jun 10, 2005
Application Notes 2	1.00	Mar 02, 2005
Application Notes for Service Providers	1.00	Oct 01, 2003

**Part 14: Map Specification [SDA Application for Map]**

Map	1.00	Feb 20, 2004
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**Part 15: SD Separate Delivery Specification [SDA Application for Separate Delivery]**

Separate Delivery	1.31	Oct 22, 2012
Audio Profile Addendum	1.10	Nov 05, 2008
eBook Profile	1.20	Oct 22, 2012
Video Profile Addendum	1.20	Oct 20, 2010
Supplementary Notes for Video Profile	1.00	Jun 12, 2009

### 3. SD EXTENSIONS

#### **PART A1: ADVANCED SECURITY SD EXTENSION**

Advanced Security SD Extension	3.00	Feb 20, 2012
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#### **PART A2: STANDARD HOST CONTROLLER**

Host Controller	4.00	Feb 20, 2012
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#### **PART A3: ADVANCED SECURITY**

ASSD SDA Core	1.00	May 12, 2008
OMA SRM Addendum	1.00	Nov 05, 2008

#### **PART A4: DATA PROTECTION SYSTEM**

DPS Specification	1.00	Feb 20, 2012
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#### **PART E1: SDIO CARD**

SDIO	4.00	Feb 20, 2012
Supplementary Notes for Ver 4.00	1.00	Oct 22 2012
Test Spec for Host	1.00	Sep 09, 2003
Test Specification for Card	1.00	Sep 09, 2003

#### **PART E2: BLUETOOTH<sup>®\*</sup> TYPE A CARD**

SDIO Bluetooth Type A	1.00	Aug 08, 2003
SDIO Bluetooth Type A Test Specification	1.00	Aug 01, 2003

#### **PART E3: BLUETOOTH<sup>®\*</sup> TYPE B CARD**

SDIO Bluetooth Type B	1.00	Aug 25, 2003
Supplementary Notes	1.00	Mar 03, 2005
SDIO Bluetooth Type B Test Specification	1.00	Aug 20, 2003

#### **PART E4: GPS CARD**

SDIO GPS	1.00	May 07, 2004
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**PART E5: CAMERA CARD**

SDIO Camera	1.00	Feb 02, 2003
Application Notes	1.00	Feb 02, 2003
SDIO Camera Test Specification	1.00	Feb 01, 2003

**PART E6: PHS CARD**

SDIO PHS	1.00	Aug 08, 2003
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**PART H2: GUIDELINES FOR HOST IMPLEMENTATION**

File Directory Configuration Guideline	2.00	Feb 25, 2011
OMA DRM Addendum	1.00	Sep 03, 2006
Host Implementation Guideline	1.00	Dec 28, 2007
SD-ATA Interface Implementation Guideline	1.00	Jan 14, 2006
Speed Class Implementation Guideline	1.00	May 09, 2006

4. Any and all additional parts or revisions to the SD Association Specifications or SD Group Specifications that SD Association makes available to Licensee pursuant to this Agreement.

{\*Note: Bluetooth is a registered trademark of Bluetooth SIG, Inc. No rights or licenses are granted by SD Association in or to such marks and, to the extent Licensee uses such mark, Licensee is solely responsible for acquiring all necessary rights in such mark from Bluetooth SIG, Inc.}

**SCHEDULE A-1**  
**SDA Pictographs**

**1. Speed Class Pictographs**



Speed Class	Option-1	Option-2
Class 2	CLASS ②	②
Class 4	CLASS ④	④
Class 6	CLASS ⑥	⑥
Class 10	CLASS ⑩	⑩

**2. UHS Bus Pictograph**

UHS Bus Types	Pictographs
UHS-I	<b>I</b>
UHS-II	<b>II</b>



### 3. UHS Speed Class Pictographs

UHS Speed Classes	Pictographs
Class 1	
Class 3	

**SCHEDULE B**

List of Authorized Licensed Affiliates as of \_\_\_\_\_ :

\_\_\_\_\_  
("Licensee")

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SCHEDULE C VERIFICATION PROCEDURE

1. Licensee shall, before the initial shipment of each different model of SD Products, finish self-verification on such products in accordance with SD Specifications provided by SD Association and in accordance with procedures set forth herein.
2. If, in its reasonable judgment, the results of the verification at its own facility are that such SD Products do not comply with the applicable SD Specifications, Licensee shall modify the non-compliant products so as to comply and verify that such modified products are compliant before shipment.
3. Licensee shall keep records of the verification conducted at its own facility for at least two (2) years after the discontinuation of production of the relevant model.
  - 4.1 If requested by the SD Association Compliance Committee pursuant to Section 4.3 of the main terms and conditions of this Agreement, Licensee shall immediately submit one (1) sample of SD Product (except prototypes), as the case may be, which the SD Association Compliance Committee suspects to be non-compliant with the applicable SD Specifications and the Licensee's verification records for such products, to a laboratory designated by Licensee from among the list then provided by the SD Association Compliance Committee ("**Designated Laboratory**").
  - 4.2 The Designated Laboratory shall inform the SD Association Compliance Committee and the Licensee of the result of the verification. If the result of the verification is that, in the sole reasonable judgment of the SD Association Compliance Committee, such sample product does not comply with the applicable SD Specifications, the SD Association Compliance Committee shall have the right, after explaining the reasons for failure, to request that Licensee modify the non-compliant product so as to comply, and submit one (1) sample of such modified product to a Designated Laboratory within a reasonable period of time. Upon request by the SD Association Compliance Committee, Licensee shall promptly provide information for the Designated Laboratory to trace the cause of such non-compliance with the applicable SD Specifications.
  - 4.3 If, (a) as the result of the second verification in the sole reasonable judgment of the SD Association Compliance Committee the sample product still fails to comply with the applicable SD Specifications, or (b) Licensee fails to submit a modified product within such period set forth in Section 4.2 of this Schedule C, the SD Association Compliance Committee, in its sole reasonable discretion, shall have the right, after explaining the reasons for failure, either to request that Licensee further modify the product and submit such further modified product to a Designated Laboratory, or to declare and inform Licensee of a final failure to conform to the applicable SD Specifications ("**Final Failure**").
  - 4.4 Licensee or SD Association, as applicable as described below, shall pay to the Designated Laboratory a verification fee as charged by the Designated Laboratory, according to the following conditions:

- (a) In all cases, Licensee shall pay the verification fee for the first submission of a particular sample product to the Designated Laboratory pursuant to Section 4.1 of this Schedule C.
- (b) If Licensee's sample product has previously passed the Designated Laboratory's verification procedure, and SD Association subsequently requires the same sample product to be submitted a second time pursuant to Section 4.1, and the same sample product:
  - (i) fails the verification procedure, then Licensee shall pay the verification fee.
  - ( ) passes the verification procedure, then SD Association shall pay the verification fee.
- (c) In all cases, Licensee shall pay the verification fee for any submission of a particular sample product to the Designated Laboratory pursuant to Sections 4.2 or 4.3 of this Schedule C.

The transportation fees for any submission and return of Licensee's SD Product sample or test results shall in all cases be borne by Licensee.

5. All test results, product samples and other information submitted by Licensee to the SD Association and Designated Laboratory in compliance with the verification procedure shall be treated as confidential information of Licensee and shall not be disclosed by the SD Association and Designated Laboratory to any third party or used for any other purpose other than for verification purposes as defined in this Schedule C.

## SCHEDULE D

### SD ASSOCIATION INTELLECTUAL PROPERTY POLICY

This Intellectual Property Policy ("**IP Policy**") is designed to state clearly the expectation of the SD Card Association ("**SDA**"), with regard to any individual member company's ("**Member**") intellectual property as well as the intellectual property of the SDA, 3C Members (as defined below) and the SD-3C, LLC, respectively.

The SDA is committed to an open standard and strives to establish high quality specifications that can be implemented in a compliant manner by any interested party. Therefore, the SDA will only include a Member's proprietary technology in the SDA's specifications if the owner of that technology agrees to reasonable and non-discriminatory licensing terms as set forth below.

The SDA Board of Directors, or its delegates, shall have the responsibility of determining Members' compliance with this IP Policy. By joining or continuing to participate in the SDA, each Member agrees to abide by the terms of this IP Policy including with respect to any Adopted Specifications which were adopted prior to or during its membership. Members failing to abide by this IP Policy are subject to expulsion from the SDA.

#### 1. TYPE OF SPECIFICATIONS

The SDA will have essentially two types of specifications at any given time, proposed specifications and adopted specifications.

"**Proposed Specifications**" are those specifications that have not yet been formally adopted by the SDA and which remain subject to review and comment by Members during specified periods of time.

On the other hand, "**Adopted Specifications**" are those specifications that have gone through the formal process of being adopted by the SDA as part of the standard. Subject to agreement of certain terms, Adopted Specifications can be licensed for commercial purposes.

For purposes of this IP Policy, references to "**Specifications**" shall mean Proposed Specifications and Adopted Specifications collectively.

#### 2. PATENTS

Subject to the provisions of Section 5, each Member must be prepared to license in a non-discriminatory fashion, and on reasonable terms, to all other Members and non-member licensees (collectively, "**Licensees**"), such Member's Patent Claims which are required to implement the Adopted Specifications ("**Essential Patent Claim(s)**"). As used herein, the term "Patent Claims" means the claims of a patent, whether issued and existing or pending, which are either owned and under the control of such party or licensed and sub-licensable by such party under the terms set forth herein. If a Member desires to incorporate any changes to the Specifications (whether intellectual property rights in those are owned by such Member or a third party), then such changes will not be incorporated into the Specifications unless such Member or the third party likewise agrees to license any Essential Patent Claims, as the case may be, that cover such changes on the same terms as described in this Section 2.

Licensing rights that include granting the SDA the right to sub-license, directly or through other licensing entities, and licensing at zero cost to Members, are the terms considered to be most desirable by the SDA.

Certain exceptions apply to the licensing requirement stated in this Section 2. A Member will not be required to license or continue to license its Essential Patent Claims to a Licensee if: (i) such Licensee does not agree to grant back a license to all other Licensees under such party's Essential Patent Claims on terms and conditions comparable to those contained in the license granted by the Member and/or (ii) such Licensee has commenced or has threatened to commence patent litigation on an Essential Patent Claim against such Member while such patent litigation or dispute is continuing relating to products compliant with the Adopted Specifications.

### 3. COPYRIGHTS

Copyrighted material submitted by a Member for inclusion in a Specification (“**Submitted Material**”) must include at the time of submittal a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), royalty free, worldwide license to the SDA to use, reproduce, modify, prepare derivative works of, distribute, publicly display and/or perform the Submitted Material and/or any derivative thereof. The Member (on behalf of itself and any employees, contractors, consultants or agents involved in the creation of such Submitted Material) hereby waives and agrees not to assert any and all moral rights, including, without limitation, any right to identification of authorship or limitation on subsequent modification in such Submitted Material. The Member represents and warrants that to its knowledge (a) no information in such Submitted Material is confidential (except as such material may be incorporated in the Specifications as set forth in Section 6 of this IP Policy) and that the SDA may freely disclose such information, (b) there are no limits to the Member’s ability to make the grants, acknowledgements and agreements herein, and (c) the Member has not included in the materials any information which is defamatory, untrue or which is illegal under the laws of the jurisdiction in which the Member has its principal place of business. SDA shall own the copyright in Adopted Specifications, subject to the underlying copyright rights of the submitting Member in the Submitted Material, provided that the submitting Member shall have no rights, whether expressly, or by implication, estoppel or otherwise, in such Adopted Specification, including the modifications made to Submitted Material by the SDA and/or its working groups or committees and/or other materials combined or collected with such Submitted Material. Any publication of an Adopted Specification shall contain an appropriate copyright notice in the name of SDA and its licensors (and in the case of specifications incorporating portions of Parts 1-4 of Versions 1.0 and 1.01, the 3C Members as defined below), without further identification or attribution to the submitting Member.

Notwithstanding the foregoing, the copyrights in Parts 1-4 of Versions 1.0 and 1.01 of the Adopted Specifications shall be owned by Panasonic Corporation, SanDisk Corporation and Toshiba Corporation (collectively, the “**3C Members**”) and licensed by SD-3C, LLC under the terms of the SD Host/Ancillary Product License Agreement and/or the SD Memory Card License Agreement as such Adopted Specifications are available on the secure Members Site, HALA Site and LAMS Site at [www.sdcard.org](http://www.sdcard.org).

### 4. TRADE SECRETS

With respect to information disclosed by any Member to the SDA or during any SDA Meeting to any other Member relating to SDA matters, such information shall be non-confidential and treated as such by the SDA and other Members, unless otherwise covered by Section 6 below. As used herein the term “**SDA Meeting**” means an SDA general session, e-mail reflector communication, working group meeting or other SDA meeting held in any manner authorized by the SDA Bylaws (e.g. in person or teleconference). With respect to Submitted Material, the Member who submitted such material may continue to use and disclose such material, except as part of any Adopted Specification and except for the derivative works created by the SDA.

Each Member grants to SDA a perpetual, irrevocable, royalty free, non-exclusive, worldwide license to any information, trade secret or know-how of such Member that has been provided by such Member and incorporated into any Specifications, to issue and license such

Specifications to Licensees pursuant to terms and conditions, and to otherwise use and disclose (subject to the prior consent of the SD-3C, LLC with respect to Parts 1-4 of Versions 1.0 and 1.01) such Specifications, as determined by the SDA Board of Directors. Each Member waives the right to receive compensation (for example, a share of the license fee or administration fee, if any), that may be received from Licensees for the Specifications into which such information, trade secrets or know-how of the Member has been incorporated.

Notwithstanding the foregoing, any trade secrets in Parts 1-4 of Versions 1.0 and 1.01 of the Adopted Specifications shall be owned by the 3C Members and licensed by SD-3C, LLC under the terms of the SD Host/Ancillary Product License Agreement and/or the SD Memory Card License Agreement as such Adopted Specifications are available on the secure Members Site, HALA Site and LAMS Site at [www.sdcard.org](http://www.sdcard.org).

## 5. DISCLOSURE POLICY

When considering whether proprietary technology should be included in the Specifications, the SDA balances the benefits of such technology with the burden of compliance with licensing requirements. As such, any Member making a Contribution (as defined below) to a Specification shall disclose, at the time of submittal, all known proprietary intellectual property rights included in the Contribution and shall provide to the SDA a completed License Assurance / Disclosure Form either (i) at the time such Contribution is made in written form, or (ii) within twenty (20) days after an oral Contribution is memorialized in written documentation as set forth below. As used herein, the term “**Contribution**” means any Submitted Material, proposal, suggestion, or other submission offered by a Member in the process of developing a Specification for the purpose of incorporating such Submitted Material, proposal, suggestion, or other submission into a Specification, provided that such Submitted Material, proposal, suggestion, or other submission either (a) exists in a tangible form of expression (including in electronic media); or (b) is a verbal statement that is memorialized in written documentation (such as a Proposed Specification, Submitted Material or meeting minutes) and is either confirmed or not objected to by such Member within twenty (20) calendar days after its receipt of or access to such memorialization, including without limitation via posting on the SDA website. All Members of the SDA are encouraged to disclose all known proprietary intellectual property rights in a proposal for a Specification by completing the License Assurance / Disclosure Form as soon as it comes to their attention. (Disclosure by itself does not diminish any ownership rights in the proprietary technology or associated intellectual property rights.)

Each Member that participates (as defined below) in the Technical Committee or other working group (“**Participant**”) shall as a condition of participation agree to license in a nondiscriminatory fashion, and on reasonable terms, to all other Licensees, such Participant’s Essential Patent Claims. A Member shall be deemed to “**participate**,” if the Member or its representative: (1) formally joins the Technical Committee or other working group involved in the development of or amendments to Specifications (“**Relevant Working Group**”) as a listed participant; or (2) makes a Contribution to such Technical Committee or other Relevant Working Group; or (3) attends more than one (1) meeting of such Technical Committee or other Relevant Working Group (in person or by telephone) within a one-year period. A Participant may be relieved from such licensing commitment only to the extent that it discloses its Essential Patent Claims and formally withdraws from participation within a reasonable time of the formulation of a Proposed Specification but in no event later than the commencement of the Notice Period as defined below.

Disclosure of Essential Patent Claims under this Section 5 shall mean the following: (a) with respect to issued patents, the patent holder name, address and IPR contact person; name or title of the patent; the patent number; the date of filing and the date of issuance; the jurisdiction of issuance, (b) with respect to published applications, the patent holder name, address and IPR contact person; name or title of the patent; the patent application number; the date and jurisdiction of filing, and (c) with respect to unpublished pending application, disclosure merely

of the existence of such unpublished application(s), provided that in the event the patent application holder does not indicate its willingness to license in a non-discriminatory fashion, and on reasonable terms, to all Licensees, such patent application holder must identify the portion(s) of the proposed specification on which such Essential Patent Claims(s) read(s). Nothing herein precludes broader disclosure of unpublished patent applications on a voluntary basis or pursuant to a non-disclosure agreement. If any disclosed patent or patent application contains Essential Patent Claims which, if licensed, would require a payment of royalties or other material consideration to an unaffiliated third party, the Member must also highlight this fact in its disclosure statement.

When a formal written recommendation is published to all the Members in accordance with Section 10.1 (a) of the Amended and Restated Bylaws of the SD Card Association (“**SDA Bylaws**”) and to all non-member licensees, each Licensee will be required to disclose to the SDA's Technical Committee all of its Essential Patent Claims that to its knowledge are required to implement the Proposed Specifications recommended by the Technical Committee, such notice to be given within sixty (60) days from the date such recommendation is published ("**Notice Period**"). Licensees making such disclosure shall provide to the SDA a completed License Assurance / Disclosure Form within the Notice Period.

Notwithstanding anything to the contrary in this IP Policy and except as set forth above for Participants, with regard to Essential Patent Claims required to implement a Proposed Specification, a Licensee is given the following options on licensing by providing to the SDA a completed License Assurance / Disclosure Form within the Notice Period:

- (i) agree to license in a non-discriminatory fashion for use in such implementation, on such terms as are disclosed with such statement, to all Licensees, once the Proposed Specification is adopted by the SDA; or
- (ii) agree to license in a non-discriminatory fashion for use in such implementation, upon reasonable terms and conditions as provided in Section 2 above, with or without charge, to all Licensees once the Proposed Specification is adopted by the SDA; or
- (iii) do not agree to license in connection with any or all of the implementations described in the Proposed Specification, in which case the SDA will not include such Licensee's proprietary technology in the Specifications.

If a Licensee does not provide such a statement and submit a License Assurance / Disclosure Form before the end of the Notice Period, the Licensee will be deemed to have agreed to grant non-discriminatory licenses upon reasonable terms in accordance with the provisions of this Section 5(ii) above, with or without charge. Upon conclusion of such Notice Period and pursuant to Section 10.1 of the SDA Bylaws, the Technical Committee may modify the Proposed Specification in light of such disclosure and resubmit the modified Proposed Specification to the Licensees for reconsideration.

The IP Policy applies equally to situations involving the Essential Patent Claims that issue or are discovered after adoption of the Specification. In the event that such additional Essential Patent Claims of a Licensee come to the attention of such Licensee, such Licensee shall promptly notify the SDA in writing of such rights by submitting a License Assurance / Disclosure Form and shall make licenses available under such Essential Patent Claims in a non-discriminatory fashion, and on reasonable terms, to all other Licensees, subject to the terms of this IP Policy. Upon becoming a Licensee, a Licensee shall be deemed to have agreed to license in a nondiscriminatory fashion, and on reasonable terms, to all other Licensees, such Licensee's Essential Patent Claims in any Specifications adopted prior to becoming a Licensee and, except as set forth in (iii) above, any Specification adopted while a Licensee until such Licensee withdraws from membership and/or terminates its license.

Notice is given that Parts 1-4 of Versions 1.0 or 1.01 of the Adopted Specification and other



Adopted Specifications implementing or incorporating any portion(s) of such parts, contain intellectual property held by the SD-3C, LLC and/or 3C Members licensed by the SD-3C, LLC through the SD Host/Ancillary Product License Agreement or the SD Memory Card License Agreement (“**3C Notice**”). The above 3C Notice shall be a sufficient disclosure for purposes of this IP Policy or during any IP review period to the extent the same Essential Patent Claims are required for any Proposed Specification implementing or incorporating any portion(s) of Parts 1-4 of Versions 1.0 or 1.01 of the Adopted Specification, provided that such Essential Patents Claims are licensed by the SD-3C, LLC under the terms of the SD Host/Ancillary Product License Agreement and/or the SD Memory Card License Agreement.

To the extent any other Essential Patent Claims are disclosed against a Specification, information regarding any parties who have claimed patent rights in the Specification may be obtained from the SDA Administrative Office.

The SDA makes no representation as to the reasonableness of any terms or conditions of the license agreements offered by such patent rights holders, and all negotiations regarding such terms and conditions must take place between the individual parties outside the context of SDA. Notice is hereby given, however, that it is also possible that other patent rights that have not been disclosed to the SDA may be implicated by implementation of or compliance with an Adopted Specification. The SDA is not responsible for identifying patent claims for which a license may be required in order to implement an Adopted Specification, and takes no position and conducts no inquiries with respect to the legal validity or scope of those patents or patent claims that are brought to its attention.

## **6. NONDISCLOSURE OF SPECIFICATIONS AND OWNERSHIP**

As used herein “**Confidential Information**” means the Specifications (except to the extent disclosed in the Simplified Specifications posted on the public portion of the SDA Website) and other information, visual, oral or written, which is designated as confidential during any SDA Meeting or which is disclosed in a SDA Meeting and a reasonable person would understand to be confidential or proprietary from the context of such disclosure. Confidential Information shall be deemed the proprietary and trade secret information of the SDA and, with respect to Parts 1-4 of Versions 1.0 or 1.01 of the Adopted Specification, the 3C, LLC and/or 3C Members. Members agree to not disclose Confidential Information to any non-Member, to maintain the confidentiality of such information and to use such information only for the following purposes: (i) to facilitate discussions within the SDA Meetings or discussions amongst Members during interim periods between such SDA Meetings for the definition, development and promotion of technical specifications; and (ii) to evaluate the Specifications internally for use in developing, designing and/or manufacturing possible future products which are compliant with such Specifications (the “**Purposes**”).

Members further agree to use at least reasonable care to protect the Confidential Information from unauthorized use or disclosure. Except as expressly set forth in a License Agreement (as defined below), this commitment shall include limiting dissemination of the Confidential Information to those employees with a need to know such information to carry out the Purposes and who are bound by written confidentiality obligations substantially similar to the obligations stated in this IP Policy. Members also agree to comply with any export laws or regulations regarding a Member's own dissemination of the Confidential Information.

No license, express or implied, is granted to Members for the Confidential Information other than the Purposes. Commercial use of the Adopted Specifications requires a separate written definitive license agreement to be consummated between a Member and the SDA and/or SD-3C, LLC, as appropriate (“**License Agreement**”). Members agree that both the SDA, each member of the 3C Members and the SD-3C, LLC shall have standing and rights to enforce their respective interests in any intellectual property covered by this IP Policy.

Members agree to give the SDA prompt written notice of any unauthorized use or disclosure of the Confidential Information, with verification of receipt. Upon receipt of any such notice, the SDA will take those steps that it deems appropriate in its discretion in light of the information it receives.

**Members agree that the Confidential Information and the Simplified Specification is provided to Members: (i) on an "AS IS" basis and may have defects or deficiencies that cannot and will not be corrected; and (ii) without any warranties of any kind, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

**MEMBERS AGREE THAT IN NO EVENT SHALL THE SDA BE LIABLE FOR ANY MONETARY DAMAGES WITH RESPECT TO ANY CLAIMS RELATED TO, OR ARISING OUT OF, THE CONFIDENTIAL INFORMATION AND/OR THE SIMPLIFIED SPECIFICATION OR ANY MEMBER'S USE OF THE CONFIDENTIAL INFORMATION AND/OR THE SIMPLIFIED SPECIFICATION, OR PORTIONS THEREOF, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, EVEN IF THE SDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION MEMBERS ALSO AGREE THAT IN NO EVENT SHALL THE SD-3C, LLC OR ANY OF THE 3C MEMBERS BE LIABLE FOR ANY MONETARY DAMAGES WITH RESPECT TO ANY CLAIMS RELATED TO, OR ARISING OUT OF, PARTS 1-4 OF VERSIONS 1.0 OR 1.01 OF THE ADOPTED SPECIFICATION OR ANY PORTION THEREOF IN THE SIMPLIFIED SPECIFICATION OR ANY MEMBER'S USE OF SUCH PARTS OR PORTIONS THEREOF IN THE ADOPTED SPECIFICATION OR THE SIMPLIFIED SPECIFICATION , INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, EVEN IF THE SD-3C, LLC OR ANY OF THE 3C MEMBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **7. CONFLICT**

Any proposals for new Specifications, changes to existing Adopted Specifications and/or any questions or conflicts regarding the proposals shall be submitted to the SDA Technical Committee for review. The Technical Committee can elect whether to accept the proposal for consideration or to reject it by returning it to the submitting Member, together with formal comments as may be applicable. If rejected, the submitting Member shall be notified by the Chair of the SDA Technical Committee or the working group thereof through which it was originally submitted. If rejected, the proposal and all related proposal inputs shall not be included within the applicable minutes for that Technical Committee meeting, but the minutes shall include sufficient information to describe the proposal and results of the discussion thereof including the reason for rejection.

If the Technical Committee fails to decide whether or not a proposal shall be considered, the proposal and applicable information (including minutes of the pertinent Technical Committee discussion) shall be submitted to the SDA Board of Directors. The SDA Board of Directors may elect to accept or reject the proposal for consideration or delegate further action. Applicable comments and resultant decisions by the Board shall be included in the minutes of their applicable meeting(s) but the proposal itself need not be included.

## **3. COMMITTEE AND WORKING GROUP WORK PRODUCT**

Participants acknowledge that, subject to the other provisions of this IP Policy, the copyrights and all other rights in or to the materials produced in or by committees and/or working groups of the SDA ("**Work Product**"), including without limitation Specifications and related documentation developed by SDA committees and/or working groups, is owned by the SDA and SDA may register such copyright in its own name. Such materials are owned by the SDA as a "work for hire" as set forth in the US Copyright Act. To the extent that all such rights in Work

Product are not vested in SDA as a “work for hire” all such Participants agree to assign and hereby assign all rights in and to the Work Product to the SDA and further agree to take any actions reasonably requested by SDA to perfect SDA’s ownership in the Work Product, including execution of additional documents of assignment.

## **9. CONSTRUCTIVE NOTICE.**

Licensee entities are responsible for insuring that the contact person provided to the SDA office is correct and complete at all times, including without limitation containing a valid e-mail address for such contact person. Licensees will be deemed to have received notices and announcements provided pursuant to this IP Policy, including without limitation commencement of the Notice Period and voting on proposed Specifications, within 24 hours of distribution by the SDA Office to the most recent e-mail address provided in writing by such Licensee for its contact person.

## **10. GENERAL RIGHTS AND SURVIVAL**

Member rights and obligations under this IP Policy may not be assigned or delegated without the prior written consent of the SDA.

The provisions of this IP Policy shall survive the termination of SDA membership of any Member as follows: (i) Sections 1, 2, 3, 4, 6, 8, 10, and 11 shall survive in perpetuity; and (ii) the license assurance set forth in a License Assurance / Disclosure Form, and any commitment set forth in this IP Policy to license in a non-discriminatory fashion, and on reasonable terms, to all other Licensees, such Member’s Essential Patent Claims, shall survive with respect to any Specification adopted prior to such termination until the last to expire of such patents. Such provisions shall apply only to the version of the Specifications which were disclosed to Members while such Member was a member of the SDA.

Upon termination of membership, each Member agrees to destroy all copies of the Specifications in its possession and if the SDA requests, at its option, to certify such destruction.

## **11. GOVERNING LAW / ORDER OF PRECEDENCE**

This IP Policy will be governed by the laws of the State of California, USA and the federal and state courts located in California shall have exclusive jurisdiction regarding any matters under this IP Policy. In the event that a Licensee has entered into an SD Host/Ancillary Product License Agreement with the SDA and the provisions of such agreement conflict with the provisions of this IP Policy, the provisions of such SD Host/Ancillary Product License Agreement shall prevail to the extent of such conflict.