

DISPLAYLINK – LIMITED USE LICENSE AGREEMENT (version dated 11/03/20)

IMPORTANT - READ BEFORE DOWNLOADING, INSTALLING OR USING.

BY DOWNLOADING, INSTALLING OR USING THIS SOFTWARE, THE DISPLAYLINK HARDWARE WITH WHICH IT INTEROPERATES AND ANY ASSOCIATED DOCUMENTATION, MATERIALS AND EVALUATION TOOLS (COLLECTIVELY, “THE PRODUCTS”), YOU AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED USE LICENSE (“LUL”). IF YOU DO NOT AGREE TO THE TERMS OF THIS LUL, YOU MAY NOT INSTALL THE SOFTWARE OR USE THE PRODUCTS.

1. INTERPRETATION

- 1.1 Affiliate: in relation to a company, any company that, directly or indirectly, Controls, is Controlled by or is under common Control with that company.
- 1.2 Confidential Information: (1) this LUL, and (2) information (i) related to the Products or the Purpose that is proprietary or confidential to DisplayLink and is either clearly labelled as such or otherwise identified as confidential information, (ii) which it is apparent is confidential either by its nature or the circumstances of its disclosure, or (iii) which is derived from or created through the use of the Products and which relates to the performance, test results, benchmarking or characterisations of the Products.
- 1.3 Control: the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- 1.4 Feedback: any suggestions, comments, feedback, ideas or know-how (whether in oral or written form) that you provide to DisplayLink concerning the Products or Confidential Information.
- 1.5 Purpose: (i) internal evaluation and testing of the Products; (ii) the development of related hardware, software, products or materials to enable or improve their interoperation with the Products; or (iii) only with DisplayLink’s prior approval, demonstrating, sharing or presenting to third parties (a) the Products, or (b) your technology interoperating with the Products.
- 1.6 Representatives: any Affiliates and your and their respective employees and contractors.

2. LICENCE

- 2.1 DisplayLink grants you a personal, non-transferable, non-exclusive licence (without any right to sublicense) to use the Products and the Confidential Information solely for the Purpose.
- 2.2 You may make such copies of the Confidential Information and the software and firmware included with the Products as are necessary for the Purpose, but may not make any back-up or archival copies without prior written agreement from DisplayLink.
- 2.3 This LUL may be terminated immediately by either of us giving written notice to the other. It will also automatically terminate if you violate its terms.

2.4 Upon termination of this LUL, you shall within five working days return to DisplayLink any hardware included in the Products, and return, delete or destroy all copies of all or part of (i) all software and firmware included in the Products; (ii) the Confidential Information; and (iii) all analyses, studies and other materials produced by you which contain, or could reveal, all or any part of the Confidential Information; and certify such return, deletion or destruction to DisplayLink in writing.

2.5 You hereby grant DisplayLink a perpetual, non-exclusive, royalty free licence to use, copy and modify any Feedback for the purposes of internal evaluation and making modifications and improvements to the Products. You shall have no interest or right in any modifications or derivatives of, or improvements to, the Products made as a result of the use of the Feedback.

2.6 Save for death and personal injury caused by DisplayLink's gross negligence, DisplayLink shall have no liability of any kind in any circumstances whatever to you in respect of the Products or Confidential Information. In particular, DisplayLink shall have no liability in any circumstances whatever for any data loss or corruption and you agree that you have sole responsibility for protecting your data during your use of the Products for the Purpose.

2.7 No representations, conditions, warranties or other terms of any kind are given in respect of the Products or the Confidential Information, and all statutory warranties and conditions are excluded to the fullest extent possible including, without limitation, any implied warranties of satisfactory quality or fitness for purpose.

3. CONFIDENTIALITY

3.1 You may have access to Confidential Information under this LUL. Confidential Information shall not include information that you can demonstrate: (i) is or becomes publicly known through no act or omission by you; (ii) was in your lawful possession prior to the disclosure; (iii) is lawfully disclosed to you by a third party without restriction on disclosure; or (iv) is independently developed by you without use of or reference to the Confidential Information.

3.2 You may disclose Confidential Information: (i) where you are required to do so by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that you promptly notify DisplayLink upon learning of such requirement and give DisplayLink a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order); (ii) to those of your Representatives who need to know such Confidential Information. You shall ensure that your Representatives to whom the Confidential Information is disclosed comply with this clause 3; or (iii) with the permission of DisplayLink.

3.3 You shall hold the Confidential Information and Products in confidence and, except as permitted by this agreement, will not make the Confidential Information or Products available to any third party or use the Confidential Information other than for the Purpose.

3.4 You shall have in place industry-standard policies, procedures, training programmes and draft confidentiality agreements so as to ensure that your Representatives are able to identify and label Confidential Information and deal with it in accordance with the obligations imposed under this clause 3.

4. PROPERTY RIGHTS

4.1 DisplayLink or its Affiliates or suppliers owns the Products, the Confidential Information and all related documentation. You acknowledge that any disclosure pursuant to this LUL shall not confer on you any intellectual property or other rights in relation to the Products or the Confidential Information other than the right to use under clause 2.1.

4.2 Ownership of all complete or partial copies of the Products, the Confidential Information and related documentation shall at all times remain with DisplayLink. You shall, and ensure that your Representatives shall, on any copies of the Products or Confidential Information, reproduce and not remove or obscure any marks or notices concerning DisplayLink's ownership or intellectual property rights.

4.3 If a third party notifies you of any claim that the use of the Products infringes any right of a third party, you agree to immediately notify DisplayLink. If any such claim is made to you or DisplayLink, you shall, at DisplayLink's request, immediately cease use of those Products.

5. GENERAL

5.1 You shall not, without DisplayLink's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

5.2 The provisions of clauses 1, 2.4, 2.5, 2.6, 2.7, 3, 4 and 5 shall survive termination or expiry of this LUL, however arising.

5.3 This LUL and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of California, USA.

5.4 You irrevocably agree that the federal and state courts in California shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).