

This **AMBA® Trademark License Agreement** (“**TML**”) is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 (“**Effective Date**”)

**BETWEEN**

**ARM LIMITED** whose registered office is situated at 110 Fulbourn Road, Cambridge CB1 9NJ, England (“**ARM**”);

and

“**Company**”

Name: \_\_\_\_\_(insert full corporate entity name)

Address: \_\_\_\_\_(insert principal place of business)

\_\_\_\_\_

\_\_\_\_\_

TML number: \_\_\_\_\_

**1. DEFINITIONS**

- 1.1 “**ARM Specification Licence**” means the; (i) AMBA Specification Licence (ARM reference LEC-PRE-00490); (ii) AMBA 2 Specification; and (iii) AMBA 3 Specification and AMBA 3 AXI Assertions Licence.
- 1.2 “**Guidelines**” means the guidelines for the use of ARM’s Trademarks set out in Appendix 2 of this TML and any amendment thereto delivered to LICENSEE by ARM from time to time.
- 1.3 “**LICENSEE**” means You and your Subsidiaries.
- 1.4 “**LICENSEE Products**” means products developed by or for LICENSEE which comply with the relevant AMBA specification under the appropriate ARM Specification Licence.
- 1.5 “**LICENSEE Services**” means design consultancy services provided to third parties to implement products which comply with the relevant AMBA Specification under the appropriate ARM Specification Licence.
- 1.6 “**Subsidiary**” means, if You are a single entity, any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by You. A company shall be a Subsidiary only for the period during which such control exists.
- 1.7 “**Term**” means as stated in Clause 8 below.
- 1.8 “**Trademarks**” means the trademarks identified in Appendix 1 Parts A and B of this TML.

**2. LICENCE GRANTS.**

Subject to the provisions of Clauses 2, 3 and 4, ARM hereby grants to LICENSEE a non-exclusive, non-transferable, royalty free, worldwide licence for the Term to use the Trademarks in accordance with the Guidelines solely in connection with the promotion and sale of LICENSEE Products and LICENSEE Services.

**3. CONDITIONS ON USE OF THE TRADEMARKS.**

LICENSEE hereby agrees that the license granted in Clause 1 is subject to the following conditions:

- 3.1 LICENSEE shall use the Trademarks, in accordance with the Guidelines. ARM shall have the right to revise the Trademarks and the Guidelines. Any such revisions shall be effective with respect to printed materials and products to be produced or manufactured after one hundred and eighty (180) days from receipt of ARM’s written notice specifying the revisions to LICENSEE;

- 3.2 The rights granted to LICENSEE under this TML may not be assigned, sublicensed or otherwise transferred by LICENSEE to any third party without the prior written consent of ARM. An assignment shall be deemed to include, without limitation; (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of LICENSEE, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of the LICENSEE's assets whether in a single transaction or series of transactions;;
- 3.3 LICENSEE agrees to provide reasonable assistance to ARM in maintaining the validity of the Trademarks. Upon ARM's request, LICENSEE shall provide, free of charge, a reasonable number of samples of the use of the Trademarks for the purpose of trademark registration or renewal. Upon request, LICENSEE shall at ARM's expense execute any documents required by the applicable laws of any jurisdiction for the purpose of either or both registering and maintaining the Trademarks;
- 3.4 Upon request from ARM, LICENSEE shall submit samples of documentation, packaging, and promotional or advertising materials bearing the Trademarks to ARM so that ARM may verify compliance with the Guidelines. In the event that any documentation, packaging, promotional or advertising material fails to comply with the Guidelines, ARM shall notify LICENSEE and LICENSEE shall rectify such documentation, packaging, and promotional or advertising materials so as to comply with the Guidelines and cease using any such non-compliant materials as soon as reasonably possible after the date of ARM's notice;
- 3.5 LICENSEE shall not do, or omit to do, or permit to be done, any act which will or may weaken, damage or be detrimental to the Trademark or the reputation or goodwill associated with the Trademark or ARM, or which may invalidate the registration of the Trademark; and
- 3.6 LICENSEE shall not adopt, use or attempt to register, in any jurisdiction, any term (including any non trademark term), trademark, service mark, device or logo or any word or mark which in the view of ARM is confusingly similar to any of the Trademarks or includes the whole of or any part of, any Trademark, whether or not there is a confusing similarity or a likelihood of confusing similarity.

#### **4. INTERCOMPANY MATTERS.**

Any breach of this Agreement by a Subsidiary of LICENSEE shall entitle ARM to terminate this TML in accordance with the provisions of Clause 7 as if LICENSEE were the party in breach. Any termination of this TML in accordance with the provisions of Clause 7 shall be effective in respect of LICENSEE and all Subsidiaries. Any rights granted to any Subsidiaries of LICENSEE hereunder shall automatically terminate upon such Subsidiary of LICENSEE ceasing to be a Subsidiary of LICENSEE. In the event that a Subsidiary of LICENSEE is in breach of any of the terms of this TML, LICENSEE shall hold harmless and indemnify ARM against all and any loss, liability, costs, damages, expenses (including the reasonable fees of lawyers and other professionals) suffered, as a result of or in connection with such breach.

#### **5. GOODWILL.**

Any goodwill derived from the use of a Trademark by LICENSEE shall accrue to ARM. Upon ARM's request, LICENSEE shall immediately assign such goodwill to ARM.

#### **6. TITLE.**

Except as specifically licensed in accordance with Clause 1, LICENSEE acquires no right, title or interest in any of the Trademarks. In no event shall the licenses granted in accordance with Clause 1 be construed as granting LICENSEE, expressly or by implication, estoppel or otherwise, a licence to use any ARM trademark except the Trademarks.

#### **7. EXCLUSION OF WARRANTIES.**

THE RELEVANT AMBA TRADEMARK IS PROVIDED "AS IS" WITH NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

#### **8. TERM AND TERMINATION**

This TML shall commence on the Effective Date and shall continue in force unless earlier terminated in accordance with the provisions of this Clause 8. Without prejudice to any other right or remedy which may be available to ARM, ARM may terminate this TML immediately upon giving written notice to You, if LICENSEE:

- (i) have committed a material breach of any of the obligations hereunder which are not capable of remedy; or
- (ii) have committed a material breach of any of the obligations hereunder which are capable of remedy but which have not been remedied within a period of sixty (60) days following receipt of written notice to do so.

Either shall be entitled to terminate this TML at any time without cause by giving written notice to the other party. Upon termination of this TML by You or by ARM, all licences granted to LICENSEE under this TML shall

terminate immediately and LICENSEE shall stop using the relevant Trademark within one hundred and eighty (180) days of such termination. Upon termination of this TML, the provisions of clauses 6, 7 and 8 shall survive.

### 9. GENERAL

The validity, construction and performance of this Agreement shall be governed by English Law. Except where ARM agrees otherwise in a written contract signed by You and ARM, this is the only agreement between LICENSEE and ARM relating to the Trademarks and it may only be modified by written agreement between You and ARM. Except as expressly agreed in writing, this TML may not be modified by purchase orders, advertising or other representation by any person. If any clause or sentence in this TML is held by a court of law to be illegal or unenforceable the remaining provisions of this TML shall not be affected thereby. The failure by ARM to enforce any of the provisions of this TML, unless waived in writing, shall not constitute a waiver of ARM's rights to enforce such provision or any other provision of this TML in the future.

**IN WITNESS WHEREOF** the parties have caused this TML to be signed by their duly authorised representatives:

<b>ARM LIMITED:</b>	<b>COMPANY:</b>
SIGNED	SIGNED
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

PLEASE PRINT OFF TWO (2) COPIES OF THE AGREEMENT AND HAVE AN AUTHORISED REPRESENTATIVE OF YOUR COMPANY SIGN BOTH COPIES OF THE AGREEMENT.

Mail both originals, including all of the pages of the agreement, together with your contact name, address and telephone number to:

Trademarks Department  
ARM Ltd  
110 Fulbourn Road  
Cambridge  
CB1 9NJ

We will countersign and return one of the originals to you. Please note, if we do not receive all the information requested we may not be able to return the countersigned original to you.

ARM contract references: LEC-PRE-00506-V11.0, ARM AMBA Trademark Licence

**APPENDIX 1**  
**TRADEMARKS**

**PART A – Registered Trademarks**

**Approved noun descriptors:** Developer; developers; Ecosystem; interconnect; interconnect protocol; interface; interface protocols; interface specifications; Licensee; on-chip interconnect specification; protocol; protocol specification; protocol assertion; protocols; specification; specifications; standard; standards.

**Word mark:**

AMBA®

**Logos:**

**Exhibit A**



**Exhibit B**



**Exhibit C**



The marks must appear exactly as shown in this Appendix 1; the elements, proportions and relationships must not change. The marks are available in stat repro form and in .eps for Macintosh or .WMF for PC platforms. These formats ensure the highest possible reproduction quality. However, should you need another format for a specific project, please contact your local ARM office for advice.

When produced in colour, the mark should be printed in Pantone 314 blue. Process colour reproduction may not match Pantone-identified solid colour standards. When specifying the colour of the mark with process inks, the correct mix is:

<b>Cyan</b>	<b>100</b>
<b>Magenta</b>	<b>0</b>
<b>Yellow</b>	<b>7</b>
<b>Black</b>	<b>30</b>

- Do not alter or deform the shape of the marks.
- Do not replace the logotype with a different typeface or attempt to mimic the logotype typeface.
- Do not place competing visual elements (including but not limited to other Trademarks) close to the marks.
- Do not set type near to the marks that could be construed as a corporate slogan or motto.

## **PART B – Unregistered Trademarks**

**Approved noun descriptors:** interconnect; interface; interface protocol; interface specification; protocol; protocol assertion.

### **Word marks:**

ASB™

AHB™

AHB-Lite™

APB™

APB3™

APB4™

AXI3™

AXI4™

AXI4-Lite™

AXI4-Stream™

ACE™

ACE-Lite™

## APPENDIX 2

### GUIDELINES

#### 1. Choice of logo

- (a) LICENSEE **may** use the AMBA Trademark in Appendix 1 Part A Exhibit A only in connection with LICENSEE Products which comply with the specification licensed by ARM under the ARM AMBA 2 Specification.
- (b) LICENSEE **may** use the AMBA 3 Trademark in Appendix 1 Part A Exhibit B only in connection with LICENSEE Products which comply with the specification licensed by ARM under the ARM AMBA 3 Specification and AMBA 3 AXI Assertions Licence.
- (c) LICENSEE **may** use the AMBA 4 Trademark in Appendix 1 Part A Exhibit C only in connection with LICENSEE Products which comply with the specification licensed by ARM under the ARM AMBA Specification License (ARM reference LEC-PRE-00490).

#### 2. On Product Packaging, Documentation, Copy, and Websites

Subject to Clause 1 above:

- (a) LICENSEE **may** apply the appropriate Trademark from those identified in Appendix 1 to any advertising material or promotional, technical or other documentation relating to relevant LICENSEE Products.
- (b) LICENSEE **may** apply the appropriate Trademark from those identified in Appendix 1 to any product packaging of any product containing relevant LICENSEE Products.
- (c) LICENSEE **may** apply the Trademarks identified in Appendix 1 to the page(s) of LICENSEE's website relating to relevant LICENSEE Products.
- (d) Any use of the Trademarks identified in Appendix 1 by LICENSEE shall be in accordance with the guidelines set forth in Clause 3 of this Appendix 2.

#### 3. Use Guidelines

3.1 Where any registered Trademark is applied to any product packaging, advertising material or promotional, technical or other documentation relating to any LICENSEE Products, then for each prominent use and the first use in any text of any such mark the mark must appear with the symbol "®" at the upper right corner of the mark.

3.2 Where any unregistered Trademark is applied to any product packaging, advertising material and promotional, technical or other documentation relating to any LICENSEE Products, then for each prominent use and the first use in any text of any such mark the mark must appear with the symbol "™" at the upper right corner of the mark.

3.3 LICENSEE shall never alter a Trademark. LICENSEE shall use the Trademarks only in the form in which they have been registered or are being claimed. To maintain the integrity of a Trademark, LICENSEE shall never use it in a possessive, plural, hyphenated, or abbreviated form; never alter it by adding letters or numbers or incorporating it into another word; always use the proper spelling, punctuation, capitalization, and font type. LICENSEE shall not adopt and shall not apply for registration of any trademark, slogan, trade dress or other term (including any non trademark term) that in the view of ARM is dilutive of, tends to render generic, takes advantage of, or is detrimental to the distinctive character or repute of any trademark owned by ARM.

Example	Correct	Incorrect
#1	...product X fully implements the AMBA® specification...	...product x supports AMBA
#2	...product X fully implements the AMBA® 3 protocol	...product X is AMBA 3 ready
#3	...product X fully implements the AMBA® AXI4™ specification	...product x is AMBA AXI4 compliant
#4	...product X implements the AMBA® 3 protocol specification...	...product x implements AMBA4

Prohibited alterations include, without limitation, use or adoption of any of the following: amber, ambar, ambarella, samba, caramba, mamba, ramba, chambal, lambada, tambal, bambata, lambart, ambassador, ambassy, bambara, perambulator, flambard.

3.4 LICENSEE shall only use the Trademark in the long form of the LICENSEE Product name and not in the short form. Where AMBA is used in the long form LICENSEE Product name, LICENSEE shall only use AMBA as a referral for AMBA protocols and not as a description.

Example	Correct	Incorrect
#1	Company X announces AMBA <sup>®</sup> 4 protocol support in Func, the coolest tool for functional verification	Company X announces SwiftAMBA <sup>®</sup> or AMBAhybrid or AMBA-fast
#2	Today SwiftIT announce full support for the AMBA <sup>®</sup> 4 protocol...	SwiftIT AMBA widget
#3	ARM CoreLink™ Dynamic Memory Controller supporting the AMBA <sup>®</sup> AXI4™ protocol	ACME AXI4™ Network Interconnect

3.5 LICENSEE shall use proper capitalization for a Trademark.

Example	Correct	Incorrect
#1	AMBA <sup>®</sup>	Amba <sup>®</sup>
#2	AMBA <sup>®</sup> 3	Amba <sup>®</sup> 3
#3	AMBA <sup>®</sup> 4	Amba4
#4	AMBA <sup>®</sup> 3 AXI3™	Amba <sup>®</sup> 3 Axi3™
#5	AMBA <sup>®</sup> 4 AXI4™	Amba-4 Axi-4

3.6 LICENSEE shall always use the appropriate descriptive generic noun written in lowercase letters after a Trademark from the list in Appendix 1 Part A and Part B. ARM reserves the right to update the list from time to time. If you would like to receive a copy of the current list please contact us at [trademarks@arm.com](mailto:trademarks@arm.com).

Example	Correct	Incorrect
#1	Product X supports the AMBA <sup>®</sup> 4 protocol	Product X supports AMBA <sup>®</sup> software. Note: "software" is not an ARM approved noun for the AMBA trademark
#2	Product X supports the AMBA <sup>®</sup> 3 interface	Product X interfaces are AMBA 3 ready
#3	Product X fully supports the AMBA <sup>®</sup> AXI4 standard	Product X connects to other AXI4 parts
#4	Product X fully supports the AMBA <sup>®</sup> 4 specification	Product X is AMBA ready

3.7 LICENSEE shall use a Registered Trademark Symbol (®) when Using "ARM" as a Trademark or Brand Name, but Not as a Trade Name.

Example	Correct	Incorrect
#1	Product X implements the AMBA <sup>®</sup> 4 protocol from ARM	Product X is compatible with the AMBA <sup>®</sup> 4 protocols by ARM <sup>®</sup>

3.8 For the first instance of use of a Trademark, LICENSEE shall include appropriate notices in substantially the following form on any product packaging, advertising material and promotional, technical or other documentation relating to any product distributed under licence from ARM if such material contains an ARM Trademark.

**For registered Trademarks:** "AMBA is the registered trademark of ARM Limited in the EU and other countries.

**For unregistered Trademarks:** "[Cite Trademark(s)] is [are] the trademark(s) of ARM Limited in the EU and other countries.

3.9 LICENSEE shall always use the appropriate symbols with a Trademark in a heading, as well as on the first occurrence of the Trademark in a text. The same standards apply to attributing Trademarks on a Web page.

Since each Web page has the potential to be viewed individually, trademark symbols should be used on each page, even if part of a multipage section or site. LICENSEE shall attribute Trademarks on the first occurrence within sidebars, charts, tables, graphics, diagrams, marketing slides, banners, "Related information" links, and other links on a Web page, because these elements have greater potential to be read or placed independently.

3.10 In addition to the rules set out above ARM may provide LICENSEE with additional instructions relating to the use of the Trademarks from time to time which LICENSEE shall follow in its future use of the Trademarks.