

**INTEL CORPORATION
INTERNAL EVALUATION LICENSE AGREEMENT**

This **Internal Evaluation License Agreement** (this "**Agreement**") is entered into by and between **Intel** and **Recipient** (each as defined below). Intel shall provide the Evaluation Software to Recipient as described in accordance with the Internal Evaluation License Terms and Conditions.

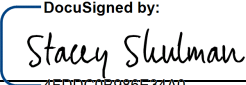
Definitions. These terms shall have the following meanings:


"Intel" or "INTEL"	Intel Corporation
With an Address of:	2200 Mission College Blvd. Santa Clara, CA 95052 Office of the General Counsel Mail Stop: RNB-4-51
"Recipient"	Matrox Graphics, Inc.
With an Address of:	1055 St. Regis Blvd. Dorval, Quebec Canada H9P 2T4
"Non-Disclosure Agreement"	CNDA Number 8884345
"CNDA Effective Date"	May 8, 2006
"Evaluation Software"	VSYNC Control – Program MMIO PLL Registers to speed up or slow down vsyncs until a certain time difference is achieved. The software would allow a systems vsync timings to be manipulated in order to synchronize between systems for a digital signage use case.
"Evaluation Period"	One hundred eighty (180) days from date of signature ("Effective Date")
Additional Terms (if any):	Evaluation limited to IA platform only

In Witness Whereof, the parties' authorized representatives have executed this Agreement as of the last date written below.


INTEL:

Recipient:

By: 
DocuSigned by:
4FDDC0B986E34A0...
 Name: Stacey Shulman
 Title: VP NEX, GM HEC
 Date: 24-Dec-2022

By: 
 Name: David Jones
 Title: VP Engineering
 Date: 22 Dec, 22

DS

LEGAL Reviewed

 David A. Senal

INTERNAL EVALUATION LICENSE TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 Additional Defined Terms. "Agreement", "Evaluation Software", "Evaluation Period", "Intel", "Non-disclosure Agreement", "Recipient", and "Effective Date" shall have the meanings ascribed to them on the signature page(s) of this Agreement.

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10. EXPIRATION. This Agreement shall terminate on the expiration of the Evaluation Period, except for paragraphs 3, 4.4, and 5 through 11, which shall survive termination or expiration. Intel may terminate this Agreement immediately after a breach by Recipient.

11. GENERAL.

11.1 Controlling Law. Any claims arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, USA, or federal courts located in Delaware, without regard to principles of conflict of laws. Each party hereby agrees to jurisdiction and venue in the federal and state courts located in Wilmington, Delaware for all disputes and litigation arising under or relating to this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties consent to the personal jurisdiction of the above courts.

11.2 Remedies. Recipient acknowledges that any disclosure, commercialization, or public use of the Evaluation Materials would cause irreparable injury to Intel and consents to the grant of an injunction by any court of competent jurisdiction in the event of a threatened breach.

11.3 Assignment. Recipient may not delegate, assign or transfer this Agreement, the license granted or any of Recipient's rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless

of whether Recipient is the surviving entity) or acquisition, or otherwise and any attempt to do so, without Intel's express prior written consent, shall be null and void. Intel may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between Recipient and Intel and supersedes in their entirety any and all oral or written agreements previously existing between Recipient and Intel with respect to the subject matter hereof. This Agreement supersedes any and all "click-to-accept" or shrink-wrapped licenses, in hard-copy or electronic form, embedded in or included with the Evaluation Materials. This Agreement may only be amended or supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of Recipient and Intel. Without limiting the foregoing, terms and conditions on any purchase orders or similar materials submitted by Recipient to Intel, and any terms contained in Intel's standard acknowledgment form that are in conflict with these terms, shall be of no force or effect.

11.5 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11.6 Export Regulations / Export Control. Recipient shall not export, either directly or indirectly, any product, service or technical data or system incorporating the Evaluation Materials without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States Government. In the event any product is exported from the United States or re-exported from a foreign destination by Recipient, Recipient shall ensure that the distribution and export/re-export or import of the product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Recipient agrees that neither it nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval. Recipient also agrees to implement measures to ensure that foreign national employees are authorized to receive any information controlled by U.S. export control laws. An export is "deemed" to take place when information is released to a foreign national wherever located.

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