

COMMITMENT

PROPOSED COMMITMENT RAMBUS INC. CASE C-3/38.636—Rambus

Rambus hereby gives the following Commitment (the "Commitment"), which is designed to provide a clear licensing structure at attractive rates for the next five years. The Commitment is forward-looking and aims to create a platform that will enable all sides to put aside their past differences and move towards a future environment where the industry resolves patent questions via licensing discussions rather than costly litigation.

This Commitment is made without prejudice to Rambus' position should the European Commission or any other party decide to open proceedings or to commence any other legal action against Rambus. Rambus strongly disagrees with the Commission's preliminary assessment as regards both the factual and legal elements, and denies the allegations against it. Notwithstanding this disagreement and denial, Rambus has, nevertheless, offered this Commitment pursuant to Article 9 of Regulation 1/2003, to meet the Commission's competition concerns. The offered Commitment is expressly made without any admission by Rambus that it holds a dominant position within the EEA or any part of it or that it has engaged in abusive conduct that has adversely affected competition within the EEA or that it has engaged in a patent ambush or any form of intentionally deceptive conduct.

DEFINITIONS

"Commencement date" means the date on which Rambus is notified of the European Commission's final decision under Article 9 of Council Regulation No. 1/2003 accepting this Undertaking.

"Company" means a company as well as all its parent companies and legal entities that it controls directly or indirectly.

"DRAM" means Dynamic Random Access Memory.

"DDR DRAMs" means Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for DDR.

"DRAM Manufacturer" means a Company which is a fully integrated DRAM manufacturer offering a full line of DRAM families, including SDR, DDR, DDR2 and DDR3 DRAMs, and may also offer graphics, low power, and other generations of DRAMs.

"DDR Memory Controllers" means Memory Controllers that interface with DDR DRAMs.

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“DDR2 DRAMs” means Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for DDR2.

“DDR2 Memory Controllers” means Memory Controllers that interface with DDR2 DRAMs.

“DDR3 DRAMs” means Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for DDR3.

“DDR3 Memory Controllers” means Memory Controllers that interface with DDR3 DRAMs.

“Future JEDEC Standards” means the final, publicly available version of each specification for DRAMs published by JEDEC after August 12, 2009 and prior to the expiration of this Commitment.

“GDDR2 DRAMs” means Graphics Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for GDDR2.

“GDDR2 Memory Controllers” means Memory Controllers that interface with GDDR2 DRAMs.

“GDDR3 DRAMs” means Graphics Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for GDDR3.

“GDDR3 Memory Controllers” means Memory Controllers that interface with GDDR3 DRAMs.

“GDDR4 DRAMs” means Graphics Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for GDDR4.

“GDDR4 Memory Controllers” means Memory Controllers that interface with GDDR4 DRAMs.

“JEDEC Standards” means the final, publicly available version of each specification for DRAMs published by JEDEC as of August 12, 2009, which include SDR, DDR, DDR2, DDR3, GDDR2, GDDR3, GDDR4, LPDDR and LPDDR2.

“JEDEC” means Joint Electron Device Engineering Council, a US standard-setting organization active in the semiconductor industry.

“LPDDR DRAMs” means Low Power Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for LPDDR.

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“LPDDR Memory Controllers” means Memory Controllers that interface with LPDDR DRAMs.

“LPDDR2 DRAMs” means Low Power Double Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for LPDDR2.

“LPDDR2 Memory Controllers” means Memory Controllers that interface with LPDDR2 DRAMs.

“Memory Controller” means an integrated circuit that contains circuitry integrated thereon that is capable of controlling DRAM memory devices. Such products may include memory control circuitry whether stand-alone, integrated into microprocessors or graphics processors, or integrated into ASIC or other system-on-a-chip solutions.

“Memory Controller Manufacturer” means a Company that designs, manufactures and sells Memory Controllers.

“Rambus Patents” means all Rambus patents issued as of the date of the offer, and all patents that issue from any Rambus applications in existence at the time of the offer, and all patents that issue from any Rambus-generated inventions, or from inventions acquired by Rambus, during the term of the license.

“SDR DRAMs” means JEDEC-compliant Single Data Rate Synchronous DRAMs that comply with the JEDEC-published specification for SDR.

“SDR Memory Controllers” means Memory Controllers capable of controlling SDR DRAMs.

COMMON TERMS TO BOTH LICENSES

1. Rambus is offering two sets of license grants, one for DRAMs, and one for Memory Controllers. Each license will include a grant for products compliant with JEDEC Standards, and a grant to certain inventions embodied in features or functions which are necessary to implement to be compliant with Future JEDEC Standards, as more fully described below. A Company can take one license grant without needing to take the other. The following principles apply to both license grants.
2. Both of the license grants will be package agreements. The manufacturer must accept the entire package, or the offer will not be valid. Rambus is open to discuss other alternatives with prospective licensees, but that would be outside the framework of the present Commitment.
3. For the avoidance of doubt, this Commitment itself will not serve as a license, nor an offer to license. Licenses will be negotiated and entered into with each Company individually. For purposes of this Commitment, the terms and

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conditions offered to any Company shall apply to all such entity's affiliates (including all members of the same group), unless the parties agree on an alternative. Actions by any Company for the purpose of circumventing the application of the terms and conditions to all such affiliates will render this commitment inapplicable. Rambus commits to post on its website a template DRAM License and a template License for Memory Controller products compliant with the present Commitment, which will have been sent to the Commission in advance, within one week of the Commencement Date. The template licenses will be offered to prospective Licensees.

GENERAL TERMS

4. The license grants for products compliant with JEDEC Standards will include all Rambus Patents, and will be non-exclusive, non-transferable, without the right to sublicense, worldwide, solely under those patent claims of Rambus Patents that are infringed by the corresponding licensee product, to design, manufacture, market, sell or use the identified JEDEC-compliant DRAMs and/or Memory Controllers that interface with such JEDEC-compliant DRAMs, as the case may be. No other licenses will be included or implied in the license grants. With respect to Memory Controllers that interface with JEDEC-compliant DRAMs, the license grant applies to the memory interface portion of the controller. Identified JEDEC-compliant DRAMs and Memory Controllers for this offer will include SDR, DDR, DDR2, GDDR2, GDDR3, DDR3, LPDDR, LPDDR2 and GDDR4 DRAMs and their corresponding Memory Controllers.
5. The license grants for features and functions embodied in Future JEDEC Standards will be limited to those features and functions that are carried forward from existing JEDEC Standards and will be licensed under Rambus Patent claims with a priority date up to and including June, 1996. The royalty rate for those patent claims will be at a negotiated rate no higher than those for the existing JEDEC Standards.
6. Any license grant will be forward-looking only, and any licensee will not be excused or released from liability, if any, for damages or royalty obligations that accrued up to the time of the license grant.
7. The license offer will remain open for a period of five years after the Commencement Date, with the license grant also expiring on the same date, i.e. five years after the Commencement Date. Licensees will have the right to terminate for convenience at any time following the first full year of the license grant, upon thirty (30) days advance written notice.

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8. For the avoidance of doubt, Rambus is not looking to collect additional royalties or compensation for any DRAM or Memory Controller under any patent claims of any Rambus Patents expressly licensed to such device pursuant to this Commitment, and Rambus commits not to seek additional royalties under such patent claims for the same device from such licensee's customers.
9. Rambus agrees that it will ensure that any third party to whom any Rambus Patent is transferred, assigned or exclusively licensed (including any successor in interest thereto) is bound in writing to all the obligations, covenants and licenses granted, or committed to be granted hereunder, with respect to such Rambus Patents. In the event that Rambus sells, assigns, exclusively licenses or otherwise transfers or attempts to transfer all or most of its patents to a third party, Rambus agrees that it will ensure that such third party to whom such Rambus Patents are transferred is bound in writing to honor the commitments made by Rambus under this undertaking to the European Commission. Rambus further commits that it will not undertake to sell, assign, exclusively license or otherwise transfer or attempt to transfer any patents for the purpose of avoiding its commitments to the European Commission.

DRAM LICENSES

Rambus will offer to DRAM Manufacturers a license consistent with the terms of this Commitment.

1. The maximum royalty rates in the license offers for products compliant with JEDEC Standards will be:
 - a. SDR DRAMs—subject to compliance by the licensee with the terms of the license, the licensee will be granted a royalty holiday during the term of the license on SDR DRAM devices.
 - b. DDR DRAMs—subject to compliance by the licensee with the terms of the license, the licensee will be granted a royalty holiday during the term of the license on DDR DRAM devices.
 - c. DDR2, DDR3, GDDR2, GDDR3, GDDR4, LPDDR and LPDDR2 DRAMs: 1.5% per unit of selling price, no royalty holiday.
 - d. A material breach of the license agreement by licensee would entitle Rambus to collect all royalties, including those otherwise identified as subject to the royalty holiday.
2. The maximum royalty rates in the license offers for inventions embodied in features or functions which are necessary to implement to be compliant with Future JEDEC Standards (see General Terms, Section 5 above) will be as negotiated between Rambus and the licensee, but in no case higher than the royalty rates for the DRAMs not subject to the royalty holiday.


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MEMORY CONTROLLER PRODUCTS

Rambus will offer to manufacturers of Memory Controller products a license consistent with the terms of this Commitment.

1. The maximum royalty rates in the license offers for products that interface with JEDEC Standard DRAMs will be:
 - a. SDR Memory Controllers: 1.5% per unit of selling price until April 2010, then dropping to 1.0% unless Rambus has no remaining patents which read on SDR Memory Controllers, in which case there will be no royalty on SDR Memory Controllers.
 - b. DDR, DDR2, DDR3, GDDR2, GDDR3, GDDR4, LPDDR and LPDDR2 Memory Controllers: 2.65% per unit of selling price until April 2010, then dropping to 2.0%.
 - c. For the purpose of calculating the royalty owed under this section, the maximum average net sales price for any royalty-bearing Memory Controller will not exceed a maximum of US\$20.00.

2. The maximum royalty rates in the license offers for inventions embodied in features or functions which are necessary to implement to be compliant with Future JEDEC Standards (see General Terms, Section 5 above) will be as negotiated between Rambus and the licensee, but in no case higher than the royalty rates for the Memory Controllers identified in section 1 above.


Signed on behalf of Rambus Inc.,
by Connie L. Chen
Vice President, Litigation and Deputy General Counsel