

[English translation for the sake of convenience. Original written in Japanese language.]

# **Rules of the Standardization Committee**

**Camera and Imaging Products Association**

**General Incorporated Association**

## **Article 1 Definitions**

The terms used in this Rules of the Standardization Committee shall be defined as follows and, unless otherwise specified, have the same meaning as those defined in the Articles of Association:

- 1.1 “CIPA” means the Camera and Imaging Products Association, a general incorporated association registered under the laws of Japan.
- 1.2 “Board of Directors” means the board of directors of CIPA, formed pursuant to the Articles of Association.
- 1.3 “Equipment” means film cameras, digital cameras, and related devices, instruments and software.
- 1.4 “CIPA Standard” means the specific standards relating to the compatibility, interoperability or interconnectivity of the Equipment adopted by the Board of Directors pursuant to Paragraph 2 of Article 31 of the Articles of Association, provided, however, that other standards adopted by the Japan Industrial Standards Committee or other standardization organizations shall be excluded from the CIPA Standard.
- 1.5 “Standardization Committee” means the committee that is responsible for the establishment and promotion of the CIPA Standard and is established pursuant to Article 37 of the Articles of Association and the Rules on the Establishment and Management of Committees and Working Groups.
- 1.6 “Working Group” means a specific subordinate organization under the Standardization Committee, which is in charge of discussion and preparation of the draft of the CIPA Standard.
- 1.7 “Sub-Working Group” means a specific subordinate organization under a Working Group, which is in charge of discussion and preparation of the draft of the CIPA Standard.
- 1.8 “Sub-Working Group Member” means a member of CIPA who participates in the discussions and preparation of the draft of the CIPA Standard in the Sub-Working Group.
- 1.9 “Intellectual Property Rights” means patents, utility model rights, design rights, trademark rights, copyrights, layout design rights and other intellectual property

rights including pending applications thereof throughout the world.

1.10 “Essential Intellectual Property Rights” means Intellectual Property Rights, which are essential to implement the CIPA Standard.

1.11 “Third-Party Standard” means the specific standards relating to the compatibility, interoperability or interconnectivity of the Equipment, which are voluntarily discussed and prepared by any third party outside CIPA.

1.12 “Proposer” means a corporation, standardization body, or any other public or non-profit body that proposes a Third-Party Standard to CIPA.

## **Article 2 Purpose**

2.1 The purpose of this Rule of the Standardization Committee is to provide procedures in establishing the CIPA Standard and basic rules that the Standardization Committee, the Working Groups and the Sub-Working Group Member shall abide by, and to ensure transparency, fairness and appropriateness in the processes of the CIPA Standard.

## **Article 3 Scope**

3.1 This Rules of the Standardization Committee shall apply to all the CIPA Standard, and the Standardization Committee, the Working Groups and the Sub-Working Group Member, unless otherwise provided by the Board of Directors.

3.2 The revision of this Rule of the Standardization Committee shall be subject to the approval of the Board of Directors.

## **Article 4 Standardization**

4.1 When the Working Group is established pursuant to a resolution of the Board of Directors, and the Sub-Working Group is established for the purpose of drafting the CIPA Standard, such Sub-Working Group shall prepare a standardization schedule and submit it, through the Working Group, to the Standardization Committee for approval.

4.2 The Standardization Committee shall publicly announce the start of the drafting of the CIPA Standard at the Sub-Working Group, the schedule of the drafting, the names of the Sub-Working Group Member and other related items at the

appropriate time.

- 4.3 The Sub-Working Group shall discuss and make the draft of the CIPA Standard and propose it, through the Working Group, to the Standardization Committee, pursuant to the direction of the Working Group.

#### **Article 5 Statement**

- 5.1 In relation to specific draft of the CIPA Standard, of which the Sub-Working Group Member has participated in the discussions and preparation and which has been proposed to the Standardization Committee pursuant to Section 4.3 above, each Sub-Working Group Member shall submit an statement declaring (1) or (2) below to the Secretariat of the Standardization Committee, within the period fixed separately, whether or not it is having the Essential Intellectual Property Rights:

- (1) to agree to grant licenses of the Essential Intellectual Property Rights, which the Sub-Working Group Member currently has or may have in the future, to an adopters of the CIPA Standard, under reasonable and nondiscriminatory terms and conditions, only if such adopter implements the CIPA Standard;
- (2) to agree to grant licenses of the Essential Intellectual Property Rights, which the Sub-Working Group Member currently has or may have in the future, to an adopter of the CIPA Standard, under royalty free and nondiscriminatory terms and conditions, only if such adopter implements the CIPA Standard.

Any license which the Sub-Working Group Member agrees to grant as provided in (1) or (2) above, may be subject to a reciprocal license of the Essential Intellectual Property Rights by the adopter of the CIPA Standard to the Sub-Working Group Member under the same terms and conditions in relation to the CIPA Standard, whether or not the Sub-Working Group Member specifies so in the statement. The Sub-Working Group shall encourage all the Sub-Working Group Member who has participated in the discussions and preparation of the draft of the CIPA Standard to submit the IP statement.

- 5.2 In the event the Sub-Working Group Member fails to submit the statement as provided in Section 5.1 above, such Sub-Working Group Member shall be regarded as having chosen (1) of Section 5.1 above.
- 5.3 In the event the Sub-Working Group Member has the Essential Intellectual

Property Rights in relation to a draft of the CIPA Standard, of which such Sub-Working Group Member has participated in the discussions and preparation, and does not agree to grant any license, under the terms and conditions as provided in either (1) or (2) above, of its Essential Intellectual Property Rights, such Sub-Working Group Member shall notify its denial of license to the Standardization Committee within the period as provided in Section 5.1 above.

- 5.4 Upon receipt of the notice as provided in Section 5.3 above, the Standardization Committee shall immediately direct the Sub-Working Group, through the Working Group, to consider modifying the draft of the CIPA Standards.
- 5.5 The Secretariat of the Standardization Committee may disclose to any third party which option particular Sub-Working Group Member has chosen between (1) or (2) above in the statement as provided in this Article. The Secretariat of the Standardization Committee may also disclose to any third party specific contents or bibliographic information of the Essential Intellectual Property Rights disclosed by the Sub-Working Group Member, such as its owners and registration numbers, subject to the prior written consent of such Sub-Working Group Member.
- 5.6 CIPA shall, in principle, not be responsible to the specific terms and conditions of licenses between the Sub-Working Group Member, who owns the Essential Intellectual Property Rights, and an adopter of the CIPA Standard.

#### **Article 6 Scope of Essential Intellectual Property Rights**

- 6.1 The Essential Intellectual Property Rights, as referred to in Articles 5 and 15, shall include those owned by corporations for which the Sub-Working Group Member or any party that has participated in the discussions and preparation of the Third-Party Standard directly or indirectly has a majority of voting rights, corporations that have a majority of the voting rights of the Sub-Working Group Member or such party (hereinafter referred to as “Governing Corporation”) and corporations for which the Governing Corporation has a majority of voting rights.

#### **Article 7 Intellectual Property Rights of Third Parties**

- 7.1 The Sub-Working Group shall, within a period fixed separately, examine whether any third party has the Intellectual Property Rights which may pose an impediment to the draft of the CIPA Standard discussed and prepared by the Sub-Working Group, and report the results of the examination, through the

Working Group, to the Standardization Committee. In the event the Sub-Working Group finds such third party's Intellectual Property Rights, the Standardization Committee shall obtain the statement as provided in Article 5 above from the owner of such Intellectual Property Rights. In the event the Standardization Committee cannot obtain the statement from such owner, the Standardization Committee shall direct the Sub-Working Group, through the Working Group, to consider modifying the draft of the CIPA Standard.

### **Article 8 Modification**

- 8.1 In the event the draft of the CIPA Standard is modified as a result of the considerations as provided in Articles 5 and 7 above, or for any other reasons, the Sub-Working Group shall submit the modified draft of the CIPA Standard, through the Working Group, to the Standardization Committee, and the Standardization Committee shall, if necessary, reexamine whether Essential Intellectual Property Rights may exist in relation to the modified draft of the CIPA Standard, as provided in Article 7 above, and shall have the owner submit the statement as provided in Article 5 above.
- 8.2 In the event the modification of the draft of the CIPA Standard is impossible, the Sub-Working Group shall immediately notify such fact, through the Working Group, to the Standardization Committee. Upon receipt of the notice, the Standardization Committee shall direct the Sub-Working Group, through the Working Group, to modify the draft further or discontinue the standardization. In the case of the discontinuation of the standardization, the Standardization Committee shall propose the discontinuation to the Board of Directors for final resolution.

### **Article 9 Revisions**

- 9.1 After the Board of Directors adopts a draft of the CIPA Standard, the Standardization Committee may, if necessary, propose the establishment of the Working Group or reconstitution of the Working Group that drafted such adopted CIPA Standard, to the Board of Directors, in order to modify, revise or otherwise change such adopted CIPA Standard. In the event the Board of Directors decides to establish the Working Group or to reconstitute the Working Group, the Standardization Committee and the Working Group shall proceed with the modification, revision or other changes of such adopted CIPA Standard pursuant to this Rule of the Standardization Committee.

9.2 In the event the CIPA Standard is modified, revised or otherwise changed pursuant to Section 9.1 above, the Sub-Working Group Members who participated in such works shall submit the statement as provided in Article 5 above in relation to the modified, revised or otherwise changed CIPA Standard. The Sub-Working Group shall also examine whether Essential Intellectual Property Rights may exist in relation to the modified draft of the CIPA Standard, as provided in Article 7 above, and shall have the owner submit the statements, as provided Article 5 above.

### **Article 10 Confidentiality**

10.1 No Sub-Working Group Member shall disclose or leak any information, which is disclosed by other Sub-Working Group Member during the course of the discussions and preparation of the draft of the CIPA Standard and which is in writing and designated as confidential at the time of disclosure (hereinafter referred to as “Confidential Information”), to any third party until a period of eighteen (18) months has passed since the date of disclosure of each item of Confidential Information, or until the Board of Directors makes a decision as to whether to adopt the draft of the CIPA Standards, whichever is the earlier.

10.2 Notwithstanding as provided in Section 10.1 above, any Sub-Working Group Member shall have the right to file applications for industrial property rights for its own inventions and creations, and it shall not be considered a breach of Section 10.1 above to set forth in those applications Confidential Information, as may be necessary to describe completely the inventions or creations in accordance with the requirements of the applicable patent law of the relevant country.

### **Article 11 Withdrawal**

11.1 Any Sub-Working Group Member that withdraws from a Sub-Working Group during the discussions and preparation of a draft of the CIPA Standard shall, even after their withdrawal, submit to the Standardization Committee a notice of the denial of license of the Essential Intellectual Property Rights for the draft of the CIPA Standard as provided in Section 5.3 above or the statement as provided in Section 5.1 above.

11.2 Any Sub-Working Group Member, who withdraws from the Sub-Working Group during the discussions and preparation of draft of the CIPA Standard, shall, even after their withdrawal, continue to comply with any obligation under this Rules of

the Standardization Committee, which such Sub-Working Group Member agreed to comply with during such discussions and preparation.

#### **Article 12 Note for CIPA Standard**

12.1 In the event a Sub-Working Group finds the Essential Intellectual Property Rights pursuant to Articles 5 and 7 above, the Sub-Working Group may describe in relevant documents of the CIPA Standard information regarding such Essential Intellectual Property Rights, such as owners and registration numbers and terms and conditions of licenses.

12.2 Any Sub-Working Group shall state in the relevant documents that the CIPA Standard is subject to revision, modification or other changes.

#### **Article 13 Publication of CIPA Standard**

13.1 In the event the Board of Directors adopts a draft of the CIPA Standard according to Article 31 of the Articles of Association, the Standardization Committee shall publish specifications of the CIPA Standard at the appropriate time.

13.2 The Standardization Committee shall distribute the specifications of the CIPA Standard to a third party who desires to obtain such CIPA Standard.

#### **Article 14 No Warranty and Disclaimer of Indemnity**

14.1 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL TAKE RESPONSIBILITY FOR ANY RESULT OF EXAMINATIONS PURSUANT TO ARTICLE 7 ABOVE, AND NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL WARRANT CIPA'S MEMBERS AND ANY THIRD PARTY NO-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY WITH REGARD TO THE CIPA STANDARD AND USE THEREOF, AND THE SCOPE, VALIDITY AND ESSENTIALITY OF THE ESSENTIAL INTELLECTUAL PROPERTY RIGHTS.

14.2 CIPA OR ANY OF ITS MEMBERS SHALL HAVE NO RESPONSIBILITY FOR NEGOTIATIONS BETWEEN AN ADOPTER OF THE CIPA STANDARD AND AN OWNER OF THE ESSENTIAL INTELLECTUAL PROPERTY RIGHTS, AS PROVIDED IN ARTICLE 5 AND 7 ABOVE, INCLUDING BUT NOT LIMITED TO ANY RESULT OF SUCH NEGOTIATIONS AND TERMS AND CONDITIONS OF LICENSES

BETWEEN THE ADOPTER AND THE OWNER OF THE ESSENTIAL INTELLECTUAL PROPERTY RIGHTS.

14.3 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL GIVE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CIPA STANDARD.

14.4 IN NO EVENT SHALL EITHER CIPA OR ANY OF ITS MEMBERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF ANY USE OF OR INABILITY TO USE THE CIPA STANDARD EVEN IF EITHER CIPA OR ITS MEMBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.5 NEITHER CIPA NOR ANY OF ITS MEMBERS SHALL TAKE ANY RESPONSIBILITY FOR THE CIPA STANDARD, OR ANY DISPUTE ARISING OUT OF ANY USE OF THE CIPA STANDARD OR BETWEEN AN ADOPTER OF THE CIPA STANDARD AND ANY THIRD PARTY.

#### **Article 15 Expedited Procedures**

15.1 When the Proposer makes a proposal on the Third-Party Standard to CIPA, the Standardization Committee may request the Board of Directors to establish the Working Group for discussion as to whether or not to adopt the Third-Party Standard as the CIPA Standard, or to refer such discussion to the existing Working Group. The Standardization Committee shall carry out the following procedures.

- (1) The Standardization Committee shall instruct the Proposer to clearly specify any party that has participated in the discussions and preparation of the Third-Party Standard (including those who have withdrawn from such discussions and preparation) and the purpose of the proposal.
- (2) The Standardization Committee shall instruct the Proposer to examine whether any party who has participated in the discussions and preparation of the Third-Party Standard have the Essential Intellectual Property Rights in

relation to the Third-Party Standard, and report the results of the examination to the Standardization Committee. The Standardization Committee shall also instruct the Proposer to submit the statements as provide in Article 5 above, to the Standardization Committee, with respect to the Essential Intellectual Property Rights that such party currently has or may have in the future.

- (3) The Standardization Committee shall obtain confirmation from the Proposer as to whether the Third-Party Standard has been made public as appropriate pursuant to agreements, etc.
- (4) The Standardization Committee shall obtain confirmation from the Proposer as to whether any obligation of confidentiality is imposed with respect to the Third-Party Standard. If the Proposer desires to impose obligation of confidentiality with respect to the Third-Party Standard and the Standardization Committee approves such desire, any party that has participated in the discussions and preparation of the draft of the Third-Party Standard at CIPA shall be subject to the obligation of confidentiality with respect to such Third-Party Standard as provided under Article 10 above.
- (5) The Standardization Committee shall obtain confirmation from the Proposer as to the implementation of the examination on the Essential Intellectual Property Rights owned by any third party other than the party that has participated in the discussions and preparation of the Third-Party Standard. In the event the Proposer finds any third party's Essential Intellectual Property Rights, the Standardization Committee shall have the Proposer obtain from such third party the Statement as provided in Article 5 above, and if the Proposer cannot obtain such IP Statement, the Standardization Committee shall take appropriate measures such as instructing the Proposer to modify the Third-Party Standard.

15.2 When the Working Group establishes the Sub-Working Group in relation to the Third-Party Standard as provided in Section 15.1 above, the Sub-Working Group shall discuss the Third-Party Standard and propose it as a draft of the CIPA Standard, through the Working Group, to the Standardization Committee. This Rules of the Standardization Committee shall apply to the Third-Party Standard that is regarded as a draft of the CIPA Standard.

15.3 When the Sub-Working Group discusses the Third-Party Standard pursuant to Section 15.2 above, the Sub-Working Group Member shall submit the Statements with respect to the Third-Party Standard pursuant to Article 5 above.

## **Article 16 Supplementary Provision**

16.1 This Rules of the Standardization Committee were established on July 1, 2002, and revised on July 13, 2004 and January 27, 2009.