

Agreement for CIPA DC-001

This is a legal agreement (“AGREEMENT”) governing, CIPA standard DC-001-2003 adopted by CIPA and known as “PICTBRIDGE” (“CIPA STANDARD DC-001”), your use of relating documents that are “CIPA DC-001-2003 Specification”, “Implementer’s Guideline”, “Logo Certification Guideline” and “XML Schema” (“DOCUMENTS”) between Camera and Imaging Products Association, a general incorporated association registered under laws of Japan having its principal office at MA Shibaura Bldg, 3-8-10, Shibaura, Minato-ku, Tokyo #108-0023, Japan (“CIPA”) and a company who submits this AGREEMENT to CIPA (“APPLICANT”). By signing this AGREEMENT, APPLICANT acknowledges APPLICANT to be bound by its terms and conditions and necessary information to use the DOCUMENTS will be provided to APPLICANT from CIPA.

Article 1 Definitions

- 1.1 “AFFILIATES” means any corporation as to which APPLICANT directly or indirectly has a majority of voting rights and any corporation that directly or indirectly has a majority of voting rights of the APPLICANT.
- 1.2 “LICENSED PRODUCTS” means any product that complies with the CIPA STANDARD DC-001.
- 1.3 “Intellectual Property Rights” means patents, utility model rights, design rights, trademark rights, copyrights, layout designs rights and other intellectual property rights including pending applications thereof throughout the world.
- 1.4 “Essential Intellectual Property Rights” means Intellectual Property Rights that are essential to implement the CIPA STANDARD DC-001.

Article 2 Disclosure

- 2.1 CIPA shall disclose and provide the DOCUMENTS and necessary information therefore to APPLICANT, only after APPLICANT executed and submitted this AGREEMENT to CIPA and pay Fifty Thousand Japanese Yen (¥50,000) to CIPA as an administration fee. Such payments to be made by APPLICANT shall be made to CIPA by wire transfer to the following:

Bank Name:	The Bank of Tokyo-Mitsubishi UFJ, Ltd. (0005)
Branch Name:	Tamachi Branch (043)
Branch Address:	5-33-1, Shiba, Minato-ku, Tokyo #108-0014, Japan
Account Name:	Camera & Imaging Products Association
Account Number:	Saving account 0799683

Notwithstanding above, in the event APPLICANT is a member of CIPA, such APPLICANT shall have no obligation to pay Fifty Thousand Japanese Yen to CIPA.

- 2.2 APPLICANT shall not disclose or provide any DOCUMENTS or any information which CIPA has disclosed pursuant to Section 2.1 above, to any third party other than the AFFILIATES.

2.3 Subject to submission of the STATEMENT to CIPA as set forth in Section 2.4 below, the DOCUMENTS are provided to the APPLICANT and AFFILIATES solely for the purposes of developing, manufacturing and selling the LICENSED PRODUCTS only. Solely for the purposes of developing, manufacturing and selling the LICENSED PRODUCTS, APPLICANT and AFFILIATES may use (including copying for such purposes) the DOCUMENTS, however APPLICANT shall not use the DOCUMENTS for developing, manufacturing or selling any product other than the LICENSED PRODUCTS.

2.4 APPLICANT shall submit the STATEMENT attached hereto to CIPA. In the event APPLICANT is a member of DPS working group which was formed in CIPA, such APPLICANT shall have no obligation to submit the STATEMENT to CIPA under this AGREEMENT.

Article 3 Restrictions

3.1 APPLICANT shall acknowledge that the DOCUMENTS are subject to change without notice.

3.2 APPLICANT shall not use the DOCUMENTS except as expressly granted or permitted herein, and shall not assign, sublicense, sell, rent, lease, loan, convey or transfer to any third party other than the AFFILIATES the DOCUMENTS.

3.3 Except as expressly permitted herein, APPLICANT and the AFFILIATES shall not duplicate, modify, alter, translate or otherwise dispose of the DOCUMENTS and APPLICANT and the AFFILIATES shall not have any third party to do so.

3.4 APPLICANT and the AFFILIATES shall not modify, remove or delete any copyright notice contained in the DOCUMENTS.

Article 4 Representations

4.1 CIPA represents that CIPA has obtained statements to grant a license of the Essential Intellectual Property Rights under reasonable (including royalty free) and nondiscriminatory terms and conditions from corporations who are related to draft the specification of the CIPA STANDARD DC-001, to any corporation who adopts the CIPA STANDARD DC-001, provided that such corporation who adopts the CIPA STANDARD DC-001 agree to grant back a license of the Essential Intellectual Property Rights under same terms and conditions.

4.2 Notwithstanding above section 4.1, CIPA shall have no responsibility for negotiations between APPLICANT and owners of the Essential Intellectual Property Rights. Accordingly CIPA has no liability in relation to the terms and conditions of the license or results of the negotiation between APPLICANT and owners of the Essential Intellectual Property Rights.

Article 5 Ownership

5.1 CIPA or its licensors retain in all respects the title, ownership and copyrights in and to the DOCUMENTS. Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted by CIPA to APPLICANT or the AFFILIATES for any copyright or any other Intellectual Property Rights of CIPA or its licensors.

Article 6 No Warranty and Disclaimer of Indemnity

6.1 THE DOCUMENTS ARE PROVIDED “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

6.2 IN NO EVENT SHALL EITHER CIPA, CIPA’S MEMBERS, OR THEIR SUBSIDIARIES OR AFFILIATES 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 APPLICANT’S USE OF OR INABILITY TO USE THE DOCUMENTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF EITHER CIPA, CIPA’S MEMBERS, OR THEIR SUBSIDIARIES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 CIPA, CIPA’S MEMBERS, THEIR SUBSIDIARIES OR AFFILIATES DISCLAIMS AND SHALL HAVE NO OBLIGATION OF DEFENSE, CONTRIBUTION OR INDEMNITY WITH RESPECT TO ANY ACTUAL OR ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT ARISING OUT OF ANY APPLICANT’S USE OF CIPA STANDARD DC-001 OR THE DOCUMENTS.

Article 7 Term

7.1 THIS AGREEMENT is effective upon APPLICANT’S signature date below and remains in effect until terminated.

7.2 APPLICANT may terminate this AGREEMENT by destroying the DOCUMENTS and any information which CIPA has disclosed pursuant to Section 2.1 above. This AGREEMENT shall also terminate if APPLICANT fail to comply with any terms and conditions hereof.

7.3 Upon termination of this AGREEMENT, in addition to CIPA’S enforcing its respective legal rights, APPLICANT must then promptly destroy the DOCUMENTS.

7.4 Notwithstanding the foregoing, Sections 2.2, 2.3 and 2.4, Article 3, 4, 5 and 6, Section 7.3 and Article 9 shall survive any termination of this AGREEMENT.

Article 8 Notice

8.1 Any notice which CIPA desires or is obligated to give to APPLICANT under this AGREEMENT shall be addressed to the following. In the event APPLICANT desires to change the address, APPLICANT shall notify so to CIPA immediately.

Attention:

Address:

Telephone:

Facsimile:

E-mail:

Article 9 Governing Laws

9.1 The validity, performance and construction hereof shall be governed by and interpreted in accordance with the laws of Japan. The both parties hereby irrevocably submit to the exclusive jurisdiction of the Tokyo District Court with regard to any dispute arising out of or in connection with this AGREEMENT.

9.2 In the event that any section hereof is declared or found to be illegal by any court or tribunal of competent jurisdiction, such section shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions hereof shall remain in full force and effect.

FOR APPLICANT (Company name): _____

AGREED AND ACCEPTED

Signature: _____

Name: _____

Title: _____

Date: _____

Attention to the Standardization Group
Camera and Imaging Products Association

STATEMENT FOR CIPA STANDARD DC-001

APPLICANT declares to choose _____ below. Any agreement hereunder shall be subject to license of the Essential Intellectual Property Rights by adopters of the CIPA STANDARD DC-001 under same terms and conditions in relation to the CIPA STANDARD DC-001 to the APPLICANT.

- (1) To agree to grant a license of the Essential Intellectual Property Rights under reasonable and nondiscriminatory terms and conditions to an adopter of the CIPA STANDARD DC-001.

- (2) To agree to grant a license of the Essential Intellectual Property Rights under royalty free and nondiscriminatory terms and conditions to an adopter of the CIPA STANDARD DC-001.

FOR APPLICANT (Company name): _____

Signature: _____

Name: _____

Title: _____

Date: _____