

2005/11/8

To whom it may concern:

Camera & Imaging Products Association

Questionnaire for procurement of CIPA DC-005

This questionnaire is for the applicants (hereinafter referred to as “applicants”) who submit the “Agreement for procurements of CIPA DC-005” (hereinafter referred to as the “agreement”) and the “Statement for CIPA DC-005” (hereinafter referred to as the “statement”) to the Camera & Imaging Products Association (hereinafter referred to as CIPA).

The objective of this questionnaire is for CIPA to understand the situation regarding companies related to the applicants (based on the definition of the first item of Article 1 in the agreement) and also to confirm that applicants understand the contents of the statement. We will not use the information for any other purpose without applicants’ permission. Please fill out this questionnaire and submit it to CIPA along with the agreement and the statement.

『When applicants need to write business names etc. in questions 2 and 4 of the questionnaire, the authorization conditions which are selected in the statement by the applicants will be applied to the applicable companies, not only to the applicants themselves. Therefore, we would like applicants to obtain permission from the companies for their restriction to authorization conditions selected by the applicant, and for the statement which will be submitted to CIPA. In particular, please keep in mind that CIPA may request a document that proves that applicants received permission from the companies if applicants need to write business names etc. in Question 4.』

Thank you.

2005 / /

Camera & Imaging Products Association, Limited Liability Intermediate Corporation

Applicant :

Address : _

Company name : _

Title and department :

Name : _

TEL. : _____ FAX : _

Email : _

Questionnaire (please submit)

【Question 1】

Does the applicant directly or indirectly own more than half the total number of voting shares of a specific company?

(Yes / No)

【Question 2】

If the answer to Question 1 is Yes, please write the business name, address, and the name of a representative of this company.

【Question 3】

Does any specific company directly or indirectly own more than half the total number of voting shares of the applicant?

(Yes / No)

【Question 4】

If the answer to Question 3 is Yes, please write the business name, address, and name of a representative of this company.

【Question 5】

Applicants who answered questions 2 or 4 need to receive permission from the company whose details they have written to make sure the company understands it will be restricted by the authorization conditions selected by the applicant in the “Statement for CIPA DC-005” (hereinafter referred to as “statement”) to CIPA. Does the applicant have this permission?

(Yes / No)

Thank you for your co-operation.

Attachment A

President

Camera and Imaging Products Association
JCII Building, 25, Ichibancho, Chiyoda-ku
Tokyo 102-0082, Japan (“CIPA”)

Agreement for CIPA DC-005

By signing and submitting this Agreement for CIPA DC-005 (“Agreement”) and the STATEMENT FOR CIPA DC-005 attached hereto (“STATEMENT”) to CIPA, the person submitting this Agreement to CIPA (“APPLICANT”) agrees that APPLICANT is bound by the terms and conditions of this Agreement and is therefore eligible to receive necessary information from CIPA in order for the APPLICANT to obtain the specification, detailing technical standard referred to as CIPA DC-005-2005 (also known as PTP-IP) (“CIPA DC-005”) formulated by CIPA (the “SPECIFICATIONS”) pursuant to Section 2.1 hereto.

Article 1 Definitions

- 1.1 “AFFILIATES” means any corporation in which a particular entity directly or indirectly has a majority of voting rights and any corporation that directly or indirectly has a majority of voting rights in the particular entity.
- 1.2 “LICENSED PRODUCTS” means any product that complies with the CIPA DC-005.
- 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 throughout the world.
- 1.4 “ESSENTIAL INTELLECTUAL PROPERTY RIGHTS” means INTELLECTUAL PROPERTY RIGHTS that are essential to implement the CIPA DC-005.

Article 2 Disclosure of SPECIFICATIONS

- 2.1 CIPA shall disclose and provide the necessary information to Applicant in order for the APPLICANT to obtain the SPECIFICATIONS, only after APPLICANT has executed and submitted to CIPA this Agreement and the STATEMENT, with the exception that if APPLICANT is a member of the PTPIP working group which was formed in CIPA, APPLICANT shall have no obligation to submit the STATEMENT to CIPA.
- 2.2 APPLICANT shall not disclose or provide the SPECIFICATIONS or any information which CIPA has disclosed pursuant to Section 2.1, to any third party other than APPLICANT’s AFFILIATES.
- 2.3 The SPECIFICATIONS are provided to APPLICANT and APPLICANT’s AFFILIATES solely for the purpose of developing, manufacturing or selling the LICENSED PRODUCTS. APPLICANT and APPLICANT’s AFFILIATES may use (including copying for such purpose) the SPECIFICATIONS solely for the purposes of developing,

manufacturing or selling the LICENSED PRODUCTS on condition that APPLICANT and APPLICANT's AFFILIATES shall not use the SPECIFICATIONS for developing, manufacturing or selling any product other than the LICENSED PRODUCTS.

Article 3 Restrictions

- 3.1 APPLICANT acknowledges and agrees that the SPECIFICATIONS are subject to revision, modification or change without prior notice.
- 3.2 APPLICANT shall not cause any third party other than APPLICANT's AFFILIATES to use the SPECIFICATIONS by means of sublicense, assignment, sale, distribution, rent, lease, loan, conveyance or transfer thereof.
- 3.3 Except as expressly permitted herein, APPLICANT and APPLICANT's AFFILIATES shall not duplicate, modify, alter, translate or otherwise dispose of the SPECIFICATIONS, in whole or in part, or cause any third party to do so.
- 3.4 APPLICANT and APPLICANT's AFFILIATES shall not modify, remove or delete any copyright notice contained in the SPECIFICATIONS.

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 a corporation involved in drafting the specification of the CIPA DC-005, to any corporation who adopts the CIPA DC-005, provided that such corporation who adopts the CIPA DC-005 agrees to grant back a license of the ESSENTIAL INTELLECTUAL PROPERTY RIGHTS under the same terms and conditions.
- 4.2 Notwithstanding the above section 4.1, APPLICANT acknowledges and agrees that CIPA shall have no responsibility for negotiations between APPLICANT and the right holders of the ESSENTIAL INTELLECTUAL PROPERTY RIGHTS, and accordingly, CIPA has no liability in relation to the terms and conditions of the license or results of the negotiation between APPLICANT and the owners of the ESSENTIAL INTELLECTUAL PROPERTY RIGHTS.

Article 5 Ownership

- 5.1 CIPA or its licensors retains in all respects the copyrights in and to the SPECIFICATIONS. Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted to APPLICANT or APPLICANT's AFFILIATES.

Article 6 No Warranty and Disclaimer of Indemnity

- 6.1 THE SPECIFICATIONS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER CIPA NOR CIPA'S MEMBERS NOR THEIR ASSOCIATED COMPANIES (REFERENCE IN THIS ARTICLE 6 TO ASSOCIATED COMPANIES INCLUDES REFERENCE TO THEIR AFFILIATES) SHALL MAKE ANY 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 IN CONNECTION WITH CIPA DC-005 AND THE SPECIFICATIONS.

- 6.2 IN NO EVENT SHALL EITHER CIPA, CIPA'S MEMBERS OR THEIR ASSOCIATED COMPANIES BE LIABLE FOR ANY AND ALL 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 OR APPLICANT'S AFFILIATES' USE OF OR INABILITY TO USE THE SPECIFICATIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF EITHER CIPA, CIPA'S MEMBERS OR THEIR ASSOCIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 6.3 CIPA, CIPA'S MEMBERS OR THEIR ASSOCIATED COMPANIES 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 OR APPLICANT'S AFFILIATES' USE OF CIPA DC-005 AND THE SPECIFICATIONS.**

Article 7 Term

- 7.1 This Agreement is effective from the date of signing by APPLICANT below and remains in effect until terminated pursuant to this Article.
- 7.2 APPLICANT may terminate this Agreement by destroying all of the SPECIFICATIONS and necessary information which CIPA has disclosed to APPLICANT in order for APPLICANT to obtain the SPECIFICATIONS pursuant to Section 2.1.
- 7.3 This Agreement shall immediately terminate if APPLICANT or APPLICANT'S AFFILIATES fails to comply with any terms and conditions hereof. Upon termination of this Agreement pursuant to this Section 7.3, APPLICANT or APPLICANT'S AFFILIATES shall promptly destroy all of the SPECIFICATIONS and any information which CIPA has disclosed to APPLICANT in order for APPLICANT to obtain the SPECIFICATIONS pursuant to Section 2.1. In addition, CIPA reserves all its legal rights and all remedies that may be available to CIPA in relation to any breach of this Agreement under this Section 7.3.
- 7.4 Immediately after the termination of this Agreement, APPLICANT shall notify CIPA of the termination in writing.
- 7.5 Articles 2, 3, 4, 5 and 6, Sections 7.3, 7.4 and 7.5 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 promptly notify CIPA of its new address.

Attention:

Title and Department:

Company:

Address:

Telephone:

Facsimile:

E-mail:

Article 9 Governing Law, Jurisdiction and Partial Invalidity

9.1 The validity, performance and construction hereof shall be governed by and interpreted in accordance with the laws of Japan. Both CIPA and APPLICANT 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 or inoperable by any court or tribunal of competent jurisdiction, the illegal or inoperable 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:

AGREED AND ACCEPTED

Signature: _____

Name: _____

Title: _____

Date: _____

STATEMENT FOR CIPA DC-005

APPLICANT hereby declares that APPLICANT and APPLICANT's AFFILIATES choose _____ below. Any agreement hereunder shall be subject to the agreement on the license of the ESSENTIAL INTELLECTUAL PROPERTY RIGHTS by adopters of the CIPA DC-005 under the same terms and conditions in relation to the CIPA DC-005 to the APPLICANT. This statement shall be submitted to CIPA in accordance with the Agreement for CIPA DC-005.

- (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 DC-005.
- (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 DC-005.

FOR APPLICANT

Signature: _____

Name: _____

Title: _____

Date: _____