

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

### **Agreement for CIPA DCG-006**

By signing and submitting this Agreement for CIPA DCG-006 (“Agreement”) and the STATEMENT FOR CIPA DCG-006 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 guideline, detailing implementation guideline referred to as CIPA DCG-006-2XXX (also known as Implementation Guidelines for DPS over IP) (“CIPA DCG-006”) formulated by CIPA (the “GUIDELINE”) 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 DCG-006.
- 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 DCG-006.

#### Article 2 Disclosure of GUIDELINE

- 2.1 CIPA shall disclose and provide the necessary information to Applicant in order for the APPLICANT to obtain the GUIDELINE, 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 DPS working group which was formed in CIPA at 2011, APPLICANT shall have no obligation to submit the STATEMENT to CIPA.
- 2.2 APPLICANT shall not disclose or provide the GUIDELINE or any information which CIPA has disclosed pursuant to Section 2.1, to any third party other than APPLICANT’s AFFILIATES.
- 2.3 The GUIDELINE 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 GUIDELINE solely for the purposes of developing,

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

#### Article 3 Restrictions

- 3.1 APPLICANT acknowledges and agrees that the GUIDELINE 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 GUIDELINE 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 GUIDELINE, 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 GUIDELINE.

#### 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 DCG-006, to any corporation who adopts the CIPA DCG-006, provided that such corporation who adopts the CIPA DCG-006 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 GUIDELINE. 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 GUIDELINE 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 DCG-006 AND THE GUIDELINE.**

- 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 GUIDELINE, 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 DCG-006 AND THE GUIDELINE.**

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 GUIDELINE and necessary information which CIPA has disclosed to APPLICANT in order for APPLICANT to obtain the GUIDELINE 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 GUIDELINE and any information which CIPA has disclosed to APPLICANT in order for APPLICANT to obtain the GUIDELINE 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 DCG-006

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 DCG-006 under the same terms and conditions in relation to the CIPA DCG-006 to the APPLICANT. This statement shall be submitted to CIPA in accordance with the Agreement for CIPA DCG-006.

- (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 DCG-006.
  
- (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 DCG-006.

FOR APPLICANT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_