

INTERNATIONAL IMAGING INDUSTRY ASSOCIATION

TECHNOLOGY CONTRIBUTION FORM

(To be used at any time to submit a Contribution and licensing option)

NOTE: Except as set forth herein, capitalized terms used in this Technology Contribution Form shall have the same meaning attributed to them in the I3A Initiative Intellectual Property Policy. The IG Member is subject to all such guidelines, policies and procedures of International Imaging Industry Association ("I3A") as may currently be in force, including the current Initiative Intellectual Property Policy of I3A. This form is to be completed on behalf of each IG Member that makes a contribution of technology to the I3A Initiative Group in which it participates.

Name of IG Member:

**Name of Person Completing this
Form on Behalf of IG Member
("Representative"):**

Mailing Address of Representative:

Email Address of Representative:

**Specific Initiative Name and Definition
to which this Contribution relates:**

A. The Representative is authorized on behalf of the IG Member to make the contribution attached as Exhibit A, and the following representations and warranties:

1. The IG Member has executed the current Initiative Intellectual Property Policies of I3A and agrees that it will fully comply with those Policies.

2. The IG Member hereby irrevocably agrees that if its Contribution, whether in whole or in part, is incorporated into the Final Work Product of the Initiative named above pursuant to a process in which the IG Member has participated, that it will do one of the following (please check one blank):

_____ (a) The Contributor will, on request of IG Members and non-IG Members alike, grant a license under all IPR in the Contribution which would be necessarily infringed by any implementation of the Final Work Product and which are owned or licensed by it

("Licensed IPR") on a perpetual, non-exclusive, transferable, and worldwide basis, to make, have made, use, offer to sell, sell and import (and wherein such Licensed IPR includes copyright, to reproduce, perform, display, distribute and make derivative works of the copyrighted work) specific portions of products, applications or services that implement and are compliant with the Final Work Product ("Licensed Product") and to implement the Final Work Product as expressly set forth in the Final Work Product. IPR is necessarily infringed only when infringement is unavoidable in a compliant implementation of the Final Work Product and where there is no other reasonable technical implementation available. Such license will be without charge, and will otherwise be under reasonable terms and conditions which are demonstrably free of unfair discrimination (the foregoing being referred to as the "Commitment"). The foregoing Commitment shall not prohibit any Contributor from refusing or revoking, as appropriate, a license to any entity which asserts that a Licensed Product or the implementation of a compliant Final Work Product would infringe upon such entity's own IPR, until such time as such entity agrees to the terms set forth in the Voting Form with respect to its own IPR.

_____ (b) The Contributor makes the same commitment, but will require compensation for a license.

3. In accordance with the Disclosure obligations set forth in the Initiative Intellectual Property Policy of I3A, if the Representative is aware of essential or relevant IPR owned by third parties, such IPR is described on Exhibit B, together with any supporting documentation, which may be readily available to the Representative or IG Member. By signing this form, the IG Member does not represent that it has performed any patent search in connection with the assertions in this Technology Contribution Form, nor does it commit to do so.

4. The Contributor hereby agrees that I3A may, subject to any confidentiality obligations set forth in the I3A Initiative Intellectual Property Policy, copy, distribute and otherwise make available this Contribution for the purpose of evaluation, and that in the event that the Contribution is accepted, that I3A will own the copyright in the resulting Final Work Product and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Contributor of any patent or other IPR relating to the technology to which its Contribution relates.

5. Except as expressly set forth herein, the Contributor makes no representation that it will grant any license to any Party under any of its IPR that is not Licensed IPR or that does not fall within the scope a Final Work Product.

B. I3A, in accepting this Contribution, acknowledges the following:

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS CONTRIBUTION IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT OF KNOWING FALSITY IN ANY STATEMENT MADE ABOVE. ANY USE OF ANY FINAL WORK PRODUCT INCORPORATING THIS CONTRIBUTION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE USER'S OWN RISK, AND THE CONTRIBUTOR SHALL HAVE NO LIABILITY WHATSOEVER TO ANY USER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR

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FALSITY IN ANY STATEMENT MADE ABOVE. ANY LICENSE BY I3A OF A FINAL
WORK PRODUCT INCORPORATING THIS CONTRIBUTIONSHALL INCLUDE A
DISCLAIMER IN SUBSTANTIALLY THE FORM SET FORTH IN THIS PARAGRAPH

Date: _____, 200_.

[Name of Member]

By: _____
[Signature of Representative]

EXHIBIT A
CONTRIBUTION

EXHIBIT B

RELEVANT THIRD PARTY INTELLECTUAL PROPERTY