

INTERNATIONAL IMAGING INDUSTRY ASSOCIATION

VOTING FORM

(To be completed prior to vote on Final Work Product)

NOTE: Except as set forth herein, capitalized terms used in this Voting 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 Initiative Group (IG) IG Member that exercises its right to vote with respect to the acceptance of Technology Contributions or Final Work Product.

Name of IG Member:

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

Mailing Address of Representative:

Email Address of Representative:

**Initiative Work Product or Amendment
to which this Vote relates:**

A. The Representative hereby represents the following on behalf of him/herself and the IG Member.

1. The Representative is authorized on behalf of the IG Member to make the following representations and warranties.

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

3. The IG Member hereby irrevocably agrees that if a Final Work Product is approved by I3A 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 IG Member will, on request of IG Members and non-IG Members alike, grant a license under all IPR (if any) 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 IG Member 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 this form with respect to its own IPR.

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

4. 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 A, 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 Form, nor does it commit to do so.

B. I3A, in accepting this form, acknowledges that the representation required in paragraph A.4 above is being solicited purely for informational purposes, and I3A will not be relying on such representation or otherwise holding the IG Member responsible for its accuracy.

Date: _____, 200_.

[Name of IG Member]

By: _____
[Signature of Representative]

EXHIBIT A

RELEVANT THIRD PARTY INTELLECTUAL PROPERTY