

Advanced Media Workflow Association

CONTRIBUTION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this Contribution Form to be valid. This Contribution Form is subject to the Intellectual Property Rights IPR Policy (the "IPR Policy") of the Advanced Media Workflow Association ("AMWA"), and the AMWA Working Group Process Policy, each as from time to time amended (collectively, both such documents are referred to below as the "IPR Policy and Procedures"). ***All capitalized terms used in this form are intended to have the meanings given to them in Exhibit A attached to this form.***

Name of Contributor:	
Name of Representative Completing this Form on Behalf of Contributor:	
Mailing Address of Representative:	
Email Address of Representative:	
*Generic Mailing Address of Contributor:	
*Generic Email Address of Contributor:	
Working Group and RFP (if any) to which this Contribution relates:	

* Contributors shall include generic contact information in addition to the name and address of a specific representative in the event that the representative leaves the contributor's employment.

A The Representative hereby represents the following on behalf of him/herself and the Contributor, as the context requires:

1. The Representative is authorized to make the Contribution attached hereto as **Exhibit B** on behalf of the Contributor, and to make the following representations and warranties.
2. The Contributor has reviewed the IPR Policy and Procedures and agrees that its Contribution is being made in full compliance with the same.

3. The Contributor hereby irrevocably agrees that if its Contribution is incorporated, either in whole or in part, into the Draft Specification under development by the Working Group referenced above and such Draft Specification becomes an AMWA Specification, that on request, it will provide a RAND-Z License in the case of a RAND-Z Only Mode Working Group, or a RAND-Z or RAND License in the case of a RAND Mode Working Group, to all Necessary Claims Owned by the Contributor and/or such Affiliate(s) to all Implementers of such AMWA Specification.

4. The Contributor hereby agrees that AMWA may copy, distribute and otherwise make available this Contribution for the purpose of evaluation, and that in the event that the Contribution is accepted, in whole or in part, that AMWA will own the copyright in the resulting AMWA Specification and all rights therein, including the rights of distribution. This agreement shall not in any way deprive the Contributor of any patent claims or other IPR relating to the technology to which its Contribution relates.

5. The Contributor is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Draft Specification referenced above as a result of the incorporation of the Contribution therein, whether in whole or in part. If the Contributor is aware of any such potential infringement, then the Contributor has described such Necessary Claim(s) on **Exhibit C**, together with any supporting documentation that may be readily available to the Contributor.

6. The commitments made in this Contribution of Technology Form are irrevocable, and will not be affected by any later withdrawal of the Contributor from the Working Group.

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

1. The representation required in paragraph A.5 above is being solicited purely for informational purposes, and AMWA will not be relying on such representation or otherwise holding the Representative or Contributor responsible for its completeness or accuracy.

2. For the avoidance of doubt, in the event that the Draft Specification in connection with which this Contribution is made is not incorporated into an AMWA Specification(s), then the obligations in Section 3 above will no longer apply.

3. 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

IMPLEMENTATION OF ANY AMWA SPECIFICATION INCORPORATING THIS CONTRIBUTION IN WHOLE OR IN PART SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND THE CONTRIBUTOR SHALL HAVE NO LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER DIRECTLY OR INDIRECTLY ARISING FROM SUCH IMPLEMENTATION, EXCEPT AS A RESULT OF ANY KNOWING FALSITY IN ANY STATEMENT MADE ABOVE.

This Contribution has been made on _____, 201_.

Name of Contributor

By: _____
Signature of Representative

Name: _____

Exhibit Index:

- A: Defined Terms**
- B: Contribution**
- C-1: Necessary Claims (if any)**
- C-2: Third Party IPR (if any)**

Exhibit A

DEFINED TERMS

<u>Term</u>	<u>Definition</u>
Approved Project Proposal	A document specifying the business and technical purpose, scope and licensing mode (RAND Mode or RAND-Z Only Mode) of a Working Group that has been approved by the AMWA.
AMWA Specification	A Draft Specification that has been formally adopted by the AMWA. Unless the context otherwise requires, any reference to the adoption of an AMWA Specification shall also be deemed to apply to the adoption of an amendment to an AMWA Specification as well.
Contribution	An affirmative and knowing electronic or written contribution of material with the intention that such material be considered for inclusion in an AMWA Specification or Other Work Product.
Contributor	Both a Participant as well as any Representative(s) of a Participant, and any other person or entity making a Contribution.
Draft Specification	A technical Specification or other material that is produced by a Working Group that could, if used or implemented as intended, infringe a claim(s) under an issued patent or a patent application anywhere in the world.
Implementer	Anyone desiring to use or implement an AMWA Specification, whether affiliated with the AMWA or otherwise.
IPR	An abbreviation of "Intellectual Property Rights." As used in this IPR Policy, IPR means claims in patents and patent applications, copyrights, trademarks and trade secrets.
IPR Review Period	A period of time during which certain Members Participating in development of an AMWA Draft Specification must declare any Necessary Claims as described in this IPR Policy.
Member	An AMWA member of any class, as defined in the AMWA By-laws.
Necessarily Infringed	Unavoidable infringement by an implementation of a Required Element of an AMWA Specification, there being no technically and economically reasonable alternative way to implement that element without resulting in such infringement.
Necessary Claims	Those claims under patents and/or patent applications (but not design patents or design registrations) anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of an AMWA

	Specification.
Other Work Product	Any Working Group deliverable that is not a Draft Specification or AMWA Specification (e.g. Implementation guidelines and white papers where there is no need to go through an IPR Review Period). Unless the context otherwise requires, any reference to the adoption of Other Work Product shall also be deemed to apply to the adoption of an amendment to that Other Work Product as well. For the avoidance of doubt, Section 3 of this IPR Policy does not apply to Other Work Product.
Owned	With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are (a) owned by a Participant, and (b) controlled but not Owned by a Participant, provided that the Participant in question is (i) entitled to sublicense such Necessary Claim(s), and (ii) would not incur an obligation to pay any royalty or other compensation to the true owner of such Necessary Claim(s) in connection with a sublicense.
Participant	With respect to a given Working Group, any Member or non-Member Participating in a Working Group.
Participating	The following activities, as recorded by AMWA, shall constitute Participation in a Working Group: (a) a Member enrolling as of the date of the launch of the Working Group that does not withdraw within sixty days of the launch date, (b) a Member later enrolling in the Working Group, (c) any non-Member attending a Working Group, and (d) submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification
Posting Date	The starting date upon which a Draft Specification is posted at the beginning of the IPR Review Period, and electronic notification of such posting has been sent to each Participant
Patent Call	An announcement made at each in-person or telephonic meeting, in the form of Appendix D
RAND License	An agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) upon terms that are reasonable and nondiscriminatory, which may include a reasonable royalty or other fee; provided, that such license may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND License

	applies.
RAND-Z License	Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a perpetual (except as provided below), non-exclusive and worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, market, import, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s) without charge and upon non-economic terms that are reasonable and nondiscriminatory, or (b) a binding, perpetual (except as provided below), commitment not to assert Necessary Claim(s) against any Implementer of the AMWA Specification to which such commitment relates; provided, that in either case, the foregoing commitment may be withdrawn with respect to any Implementer that asserts a Necessary Claim against any other Implementer of the same AMWA Specification to which the RAND-Z License applies.
RAND Mode	A Working Group operating mode under which Participants may offer a RAND License or RAND-Z License or withhold granting a license at all.
RAND-Z Only Mode	A Working Group operating mode under which Participants may only offer a RAND-Z License or withhold granting a license at all.
Representative	Any individual that acts on behalf of a Member in connection with a Working Group, or in the completion of any form or notice to be delivered to the AMWA pursuant to this IPR Policy or the Working Group.
Required Element	Any element of a Draft Specification or AMWA Specification that has not been identified as "Optional." For the avoidance of doubt, when a Draft Specification or AMWA Specification requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements."
Withdrawal Notice	A notice of withdrawal from a Working Group in the form of Appendix C to this IPR Policy delivered to the Working Group Administrator of such Working Group in such manner and at such address as the Working Group Policy from time to time specify.
Working Group	A group, formed under an Approved Project Proposal, that is intended to produce an AMWA Specification or Other Work Product

Exhibit B

CONTRIBUTION

[Attach copy of Contribution]

Exhibit C-1

NECESSARY CLAIMS

For RAND-Mode Work Groups, list here all Necessary Claim(s) Owned by Contributor

Patent Number and Jurisdictions	Necessary Claim	Effected Portion of Contribution or Specification

Exhibit C-2

THIRD PARTY CLAIMS

List here all Necessary Claim(s) Owned by third parties, to the extent of your knowledge.

Patent Number and Jurisdictions	Necessary Claim	Effected Portion of Contribution or Specification