

ADVANCED MEDIA WORKFLOW ASSOCIATION

Participation Agreement

This agreement ("Agreement") is entered into by Advanced Media Workflow Association, Inc. ("AMWA") and the entity named on the signature page ("Participant") as of the date it is accepted by AMWA. This Agreement grants participation rights only with respect to the AMWA Working Group

Participation in the Group is open to members of AMWA, and such non-members as may from time to time be agreed upon by AMWA. Any capitalized terms that are not defined in this Agreement shall have the same meanings as are given to them in the IPR Policy.

Participating is defined in the AMWA IPR Policy as enrolling in the group, attending a meeting of a group, and submission by a Member or non-Member of comments on a Draft Specification prior to its becoming an AMWA Specification.

Background: AMWA maintains an intellectual property rights policy (as from time to time amended, "IPR Policy") with the stated goal of minimizing the possibility of inadvertent infringement of intellectual property rights ("IPR") by Members and third parties using or implementing any AMWA Specifications or other work product. AMWA Working Groups shall operate under the terms of the IPR Policy, a copy of which may be found at <https://www.amwa.tv>. The Participant desires to participate in one or more AMWA Working Groups (including wishing to comment on an AMWA draft Specification), and in consideration of AMWA's granting permission to do so, the Participant agrees to the terms and conditions set forth below.

In consideration of the mutual benefits anticipated by the parties from Participant's participation in the Working Group, the parties agree as follows:

1. Applicability

The undersigned agrees to be bound by the IPR Policy as if it were a member of AMWA, to the extent of its participation in the Working Group.

A non-member of AMWA that (i) submits any material of any kind with the intention that it be considered for inclusion in any deliverable of the Working Group, but (ii) does not participate otherwise in the Working Group agrees to be bound by all of the terms of the IPR Policy as if such material was a "Contribution," as defined in the IPR Policy.

2. Knowledge

By signing this Agreement, the undersigned represents that it:

(a) understands that the IPR Policy includes, among other terms, obligations relating to the disclosure and licensing of its Necessary Claims, and confidentiality;

(b) has read the most current version of the IPR Policy found at www.amwa.tv, and understands the obligations that it is agreeing to under this Agreement;

(c) acknowledges that the IPR policy applies equally towards AMWA Members;

(d) understands that any deliverable of the Working Group will be considered to be a Specification under the IPR Policy, and that any such Specification shall be subject to the policies of the AMWA.

3. No Other Rights

No other rights, except those expressly stated in this Agreement or the IPR Policy, shall be deemed granted, waived, or received by either party by implication, estoppel, or otherwise by reason of the Participant's execution of this Agreement.

4. Term and Termination

Notwithstanding the terms of the IPR Policy, the term of this Agreement shall be for the life of the Working Group, subject to earlier termination by (a) either the Participant or AMWA at any time upon ten days written notice, or (b) immediately by AMWA, in the event of a breach of this Agreement by the Participant.

5. General

This Agreement: has been executed by an authorized representative of the Participant; shall be subject to the laws of the United States; and may only be amended in a writing signed by both parties. Any notice permitted or required under this Agreement shall be given by email to the address of the appropriate party identified on this signature page, or to such subsequent address later supplied in the same manner.

This Agreement shall take effect as of the date of its signature by AMWA.

PARTICIPANT

ADVANCED MEDIA WORKFLOW
ASSOCIATION, INC.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Email (for notice purposes):

Email (for notice purposes):
