

Dear AAF™ Implementer:

Attached is a copy of the “Advanced Authoring Format Implementer’s Agreement” (“Agreement”), which will apply to those products developed by the entity named on page 1 of this Agreement (“Implementer”). The Agreement allows a signing party to participate in a reciprocal, royalty-free licensing arrangement for compliant AAF products. Please review the Agreement terms for specific details.

Note that there are three (3) areas of the Agreement that must be completed by the Implementer: Information is required on pages 1, 5, and 7 of the Agreement. Please fill in all of this required information, and have an authorized representative of Implementer sign the last page of the Agreement and return the original of the entire completed Agreement to us at the following address:

Advanced Authoring Format Association, Inc.
Attention: Executive Director
c/o Main Communications
436 N. Westfield Road
Madison, WI 53717 USA

Please contact us with any questions that you may have.

Thank you.

Advanced Authoring Format Association, Inc.

**ADVANCED AUTHORIZING FORMAT (“AAF”)
IMPLEMENTER’S AGREEMENT**

This Implementer’s Agreement (“Agreement”) is entered into, as of the Effective Date, by and between the Advanced Authoring Format Association, Inc.TM (“AAFATM”) (on behalf of all AAFA Members) and the party set forth below wishing to implement an Advanced Authoring Format (“AAF”) Final Specification or Update. This offer can be accepted only on the terms set forth in this Agreement. If any change is made to this Agreement, the offer is thereby revoked. This Agreement is not effective until a fully executed original has been received by the AAFA Executive Director at the address specified in Section 6.5.

Implementer’s Name

City

State

Zip

Contact Name

Telephone

E-mail

Fax

The parties hereto hereby agree as follows:

1. **Definitions.** The following terms, when used with initial capital letters in this Agreement, shall have the meanings set forth below.
 - 1.1. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event such control ceases to exist, such Affiliate will be deemed to have withdrawn pursuant to the terms set forth in the withdrawal provisions in Section 3 hereof. “Control” means direct or indirect beneficial ownership of or the right to exercise: (a) more than fifty percent (50%) of the voting stock or equity in an entity; or (b) more than fifty percent (50%) of the relevant ownership interest or decision-making authority representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
 - 1.2. **“Conformance Statement”** means a document approved by the AAFA Board specifying the requirements for compliance with a Final Specification or Update, which requirements may or may not include the administering of test suites. The Conformance Statement (see <http://www.aafassociation.org/policies>) may also include other requirements and instructions for Members and Implementers, such as when a Member or Implementer may use the name “Advanced Authoring Format” or “AAF”, or the AAF logo, or when a Member or Implementer may label its product as “AAF Compliant” (or the like).
 - 1.3. **“Effective Date”** means the date on which the AAFA Executive Director receives a fully executed original of this Agreement signed by an authorized representative of Implementer.
 - 1.4. **“Fellow Implementers”** means (a) all Members; and (b) any entity that has executed an AAF Implementer’s Agreement with terms substantially similar to this Agreement and delivered the original of such executed Agreement to the AAFA Executive Director. For the avoidance of doubt, no Member shall be required to (though it is permitted to) sign an AAF Implementer’s Agreement or to implement any Final Specification or Update. Rather, a Member is a “Fellow Implementer” by virtue of its being deemed a Member under the terms of the AAFA Intellectual Property Policy (see <http://www.aafassociation.org/policies>).
 - 1.5. **“Final Specification”** means any AAF specification adopted and published by the AAFA Board of Directors as a final specification in accordance with the AAFA By-laws. Final Specification shall include version 1.0 of the AAF specification, which was previously adopted by the AAF Promoters and governed by the Advanced Authoring Format Promoters’ Agreement and a prior version of this Advanced Authoring Format

ADVANCED AUTHORIZING FORMAT IMPLEMENTER'S AGREEMENT

Implementer's Agreement (at that time, called the "Advanced Authoring Format Adopter's Agreement"). For purposes of this Agreement, version 1.0 of the AAF specification shall be deemed to have been adopted and published by the AAFA Board of Directors as a Final Specification subject to the terms of this Agreement.

- 1.6. **"Implementer"** means the entity named at the end of this Agreement (and also listed above).
- 1.7. **"Licensee's Product(s)"** means only those specific portions of products (hardware, software, or combinations thereof), not the product as a whole, that implement and are compliant with the relevant Required Portions of a Final Specification or Update.
- 1.8. **"Member" or "Members"** means all classes of AAFA membership, as set forth in the AAFA By-laws, and certain other parties that are not formal Members of AAFA, but that are deemed to be Members under the AAFA Intellectual Property Policy.
- 1.9. **"Necessary Claims"** means those claims of an issued patent or patent application that (a) are owned, controlled, or licensable by a Member or Implementer (or its Affiliate) now or at any future time; and (b) would be necessarily infringed by implementing a Final Specification or Update, wherein a patent claim is "necessarily infringed" only when there is no technically plausible non-infringing alternative for implementing the Required Portions of such Final Specification or Update. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims:
 - (i) that may be contained in the same patent as Necessary Claims but are not themselves Necessary Claims;
 - (ii) that cover solely any portions of any product and any combinations thereof that are not required for compliance with the Final Specification or Update;
 - (iii) that cover any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification or Update, but are not themselves expressly set forth in the Final Specification or Update (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, computers, networks, connectivity protocols, or the like);
 - (iv) that cover implementation examples (i.e., examples that may be included in the text of a Final Specification or Update which illustrate how the Final Specification or Update could be properly implemented);
 - (v) that cover application programming interfaces, applications, or user interfaces, including the technology used to generate, display, or interact with a user; or
 - (vi) that, if licensed, would require a payment of royalties or other material consideration by the licensor to unaffiliated third parties (but not payments to Affiliates or to employees within the scope of their employment).
- 1.10. **"Required Portion"** means a portion of a Final Specification or Update that is required for an implementation to comply with a Final Specification or Update (also known as a "normative" or "mandatory" portion), as set forth in the Conformance Statement, but not including any elements that are required solely for conformance with any optional (i.e., "non-normative," "non-mandatory") portion(s) of a Final Specification or Update; provided, however, that where a Final Specification or Update contains a choice of two or more portions, and implementing any one of the portions is required to comply with the Final Specification or Update (i.e., mutually exclusive required options), each such portion shall be deemed to be a Required Portion.
- 1.11. **"Update"** means any new update, revision, version, protocol, or extension of a Final Specification adopted and published by the AAFA Board of Directors in accordance with the AAFA By-laws.

ADVANCED AUTHORIZING FORMAT IMPLEMENTER'S AGREEMENT

2. Licenses.

2.1. Patent Licenses.

2.1.1 To Implementer. Subject to Section 3 hereof, effective upon the later of adoption by AAFA of a Final Specification or Update or receipt by the AAFA Executive Director of a fully executed original of this Agreement, the Members hereby agree that, upon request and subject to the withdrawal and other provisions of the AAFA Intellectual Property Policy, they will grant, and will cause their Affiliates to grant, to Implementer and its Affiliates (each, a "Licensee") a nonexclusive, compensation-free (i.e., no royalty or other fee), nontransferable, worldwide license, without rights to sublicense (except as part of the transfer of a Licensee's Product to allow use of such product by an end-user) and on other reasonable and non-discriminatory terms and conditions under the Members' (and their Affiliates') respective Necessary Claims, solely to make, have made, use, import, offer to sell, sell, lease, and otherwise distribute and dispose of Licensee's Products that implement such Final Specification or Update; provided, however, that such license will be conditioned upon Licensee's grant of the license required under Section 2.1.2 hereof, and provided further that such license need not extend to any part or function of a product in which a Licensee's Product is incorporated that is not itself a Licensee's Product. Licensee should consult with the AAFA Executive Director to learn which Members' patented material, if any, has been incorporated into a Final Specification or Update, so that Licensee may obtain from such Members the appropriate license(s) referenced in this Section 2.1.1 before implementing the Final Specification or Update in a Licensee's Product.

2.1.2 From Implementer. Subject to Section 3 hereof, effective upon adoption by AAFA of a Final Specification or Update, Implementer hereby agrees that, upon request, it will grant, and will cause its Affiliates to grant, to all Fellow Implementers and their respective Affiliates (each, a "Licensee") a nonexclusive, compensation-free (i.e., no royalty or other fee), nontransferable, worldwide license, without rights to sublicense (except as part of the transfer of a Licensee's Product to allow use of such product by an end-user) and on other reasonable and non-discriminatory terms and conditions under its (or its Affiliates') Necessary Claims, solely to make, have made, use, import, offer to sell, sell, lease, and otherwise distribute and dispose of Licensee's Products that implement such Final Specification or Update; provided, however, that such license will be conditioned upon Licensee's grant of the license required under Section 2.1.1 hereof, and provided further that such license need not extend to any part or function of a product in which a Licensee's Product is incorporated that is not itself a Licensee's Product.

2.2. Grant of Copyright License to Implementer. Effective upon adoption by AAFA of a Final Specification or Update, AAFA hereby grants to Implementer and its Affiliates a nonexclusive, perpetual, compensation-free, non-transferable, non-sublicenseable, worldwide copyright license to reproduce, publish, display, perform, and distribute such Final Specification or Update solely for the purpose of creating and distributing a Licensee's Product(s) and any accompanying documentation and as necessary in order to exercise its patent rights granted pursuant to Section 2.1.1, provided that all reproductions thereof shall include all copyright notices, disclaimers, limitations of liabilities, and other such statements contained in the Final Specification or Update. Implementer acknowledges and agrees that Implementer has no right to use or distribute such copyrighted material separate from a Licensee's Product. Implementer also acknowledges that AAFA owns the copyright in Final Specifications and Updates, subject to the underlying copyright rights of the contributing Members and other copyright owners.

2.3. No Other Licenses. Implementer (and its Affiliates) neither grants nor receives any license to or right to use any trademark, trade name, or maskwork hereunder. Except for the rights expressly provided by this Agreement, neither AAFA, Implementer, nor any Member grants or receives, by implication, estoppel, or otherwise, any rights under any patents, copyrights, or other intellectual property rights.

2.4. Right to Terminate Licenses. Each Member, Implementer, and its Affiliates may decline to grant a license to another entity or may revoke a license already granted to such entity if the Member, Implementer, or its Affiliate is subject to formal or informal legal action (including by means of interpleader) by the entity

ADVANCED AUTHORIZING FORMAT IMPLEMENTER'S AGREEMENT

seeking compensation or other relief from another Member, Implementer, or its Affiliates in an intellectual property infringement cause of action asserting or relating to implementation of a Final Specification or Update.

3. Withdrawal by Implementer.

- 3.1. Process for Withdrawal. Implementer may withdraw at any time from this Agreement by providing written notice to the AAFA Executive Director. Withdrawal shall become effective upon the AAFA Executive Director's receipt of such written notice. The AAFA Executive Director shall, in turn, notify all Members of the Implementer's withdrawal and shall maintain a list of all current and withdrawn Implementers and Members on the AAFA website.
- 3.2. Effect of Implementer's Withdrawal. Any licensing rights and commitments/obligations of the withdrawing Implementer (and its Affiliates) that have arisen with respect to a particular Final Specification(s) or Update(s) prior to the effective date of such withdrawal shall continue in full force and effect with respect to such Final Specification(s) or Update(s) (but not with respect to any future Final Specification(s) or Update(s)), even after the Implementer's withdrawal.
- 3.3. Backward Compatibility Exception. Notwithstanding the foregoing, for backward compatibility purposes only, once a particular technology is included in a Final Specification or Update, if implementations of that technology would necessarily infringe a particular patent claim under the terms of this Agreement, Implementer (and its Affiliates) and all Fellow Implementers (and their Affiliates) will be able to continue to use that same technology as set out in the Final Specification or Update in all future Updates, so long as such Updates are for compliant AAF applications. Thus, such a technology that was subject to a licensing commitment that arose under this Agreement with respect to a particular Final Specification or Update before the Implementer's withdrawal shall continue to be licensed for Updates adopted after the withdrawal to the extent the same patent claims apply to the technology before the withdrawal as after the withdrawal.

4. Term and Termination.

- 4.1. Term. This Agreement shall commence on the Effective Date and, unless terminated according to Section 4.2 hereof, shall continue in effect unless and until the Implementer withdraws under Section 3, or AAFA is dissolved pursuant to the AAFA By-laws.
- 4.2. Termination for Breach. AAFA may terminate this Agreement by written notice in the event that Implementer: (a) materially breaches any of its obligations hereunder, which breach is not cured, or capable of cure, within thirty (30) days after written notice is given to the Implementer specifying the material breach; or (b) repeatedly breaches any of its obligations hereunder and fails to cure and cease committing such repeated breaches within thirty (30) days after being given written notice specifying the breaches. Such termination, as well as any termination under Section 2.4, shall be treated as a withdrawal under Section 3.

5. Trademarks.

- 5.1. Nonassert. Implementer and its Affiliates hereby agree not to assert against AAFA (or any of its constituent parts) or against any Fellow Implementer or its Affiliates any trademark, trade name, or similar rights it may have now or hereafter in the names "Advanced Authoring Format", "AAF", or any logo adopted by AAFA for use in connection with a Final Specification or Update prior to Implementer's execution of this Agreement (collectively, "Marks"). Implementer and its Affiliates shall not use or adopt any trademarks, service marks, or other marks for any product, service, or specification likely to cause confusion with the Marks.
- 5.2. No Obligation to Use Marks. Implementer and its Affiliates are not obligated to use any of the Marks on any product, advertising, or on any other material in any manner.

**ADVANCED AUTHORIZING FORMAT
IMPLEMENTER'S AGREEMENT**

- 5.3. Permitted References to the AAF Name, the AAF Logo, or to AAF Compliance. Implementer and its Affiliates may only use the name "Advanced Authoring Format" or "AAF", may only use the AAF logo, and may only identify any product that implements a Final Specification or Update as "AAF Compliant" (or the like) consistent with the requirements for such use and/or product identification that are set out in the AAFA Conformance Statement and in the AAFA Trademark Policy (both documents are available at <http://www.aafassociation.org/policies>).
- 6. Miscellaneous.**
- 6.1. Good Faith Dealing / Warranties. Implementer hereby represents and warrants that it has full authority to execute this Agreement and to cause all patent claims owned or controlled by it and all of its Affiliates to be licensed as set forth herein. Implementer warrants that it shall use diligent efforts to have each of its Affiliates bound to the terms of this Agreement, including, without limitation, the granting of licenses to each Fellow Implementer and its Affiliates pursuant to Section 2.1.2. Implementer further warrants and agrees that it will not, nor will it assist or encourage any third party to, attempt to gain the benefit of the licenses granted pursuant to this Agreement without granting to Fellow Implementers and their Affiliates a similar license to all of such party's relevant patent claims, including without limitation, by acting through or in concert with Affiliates or any other third parties.
- 6.2. Disclaimers. IMPLEMENTER ACKNOWLEDGES THAT THE FINAL SPECIFICATIONS AND UPDATES, AND ALL MEMBER CONTRIBUTIONS TO FINAL SPECIFICATIONS AND UPDATES, ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE MEMBERS, THEIR AFFILIATES AND REPRESENTATIVES, THE AAFA EXECUTIVE DIRECTOR, THE AAFA BOARD OF DIRECTORS, AND AAFA EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE, OR ANY OTHER WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, FINAL SPECIFICATION OR UPDATE, MEMBER CONTRIBUTION, OR SAMPLE.
- 6.3. Limitation of Liability. IN NO EVENT WILL AAFA OR ANY OF ITS CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO, THE AAFA BOARD OF DIRECTORS AND THE AAFA EXECUTIVE DIRECTOR), MEMBERS (OR THEIR AFFILIATES OR REPRESENTATIVES), IMPLEMENTER OR FELLOW IMPLEMENTERS (OR THEIR AFFILIATES OR REPRESENTATIVES), BE LIABLE TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4. Publicity. Implementer consents to the public disclosure and use of its name (and links to its website, if any) by AAFA for purposes of publicly promoting the Final Specifications and Updates, including the use by AAFA in statements regarding the asserted compliance of the Implementer's Licensee's Products with a Final Specification or Update.
- 6.5. Notices. Notices shall be in writing and sent to the other party at the following addresses, or at such other addresses as the AAFA Executive Director or Implementer may later specify by such written notice.

**ADVANCED AUTHORIZING FORMAT
IMPLEMENTER'S AGREEMENT**

Notices to AAFA

Advanced Authoring Format Association, Inc.
Attention: Executive Director
c/o Main Communications
436 N. Westfield Road
Madison, WI 53717 USA

E-mail: info@aafassociation.org
Phone: (608) 833-9655
Fax: (608) 833-0508

Notices to Implementer

Except as stated otherwise herein, such notices shall be deemed served when received by the addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Notice can include notice by written mail, electronic mail, or by facsimile.

- 6.6. Governing Law / Jurisdiction / Venue. This Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict-of-law principles. The parties agree that all disputes arising in any way out of this Agreement will be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of the State of New York.
- 6.7. Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.
- 6.8. Complete Agreement. This Agreement (including all documents referenced herein) sets forth the entire understanding between Implementer and AAFA (on behalf of all Members) and supersedes all prior agreements and understandings related hereto, including any prior agreement relating to any AAF Final Specification or Update.
- 6.9. Effect of Future Modifications to this Agreement. In order to promote the purposes of AAFA, AAFA may, in its discretion, make modifications to this Agreement (including changes, additions, or deletions) after its execution by Implementer. AAFA shall provide written notice of such modifications to Implementer pursuant to Section 6.5 ("Modification Notice"). Such modified Agreement will be binding on Implementer effective sixty (60) calendar days following the date on which AAFA sent the Modification Notice to Implementer; provided, however, that Implementer may avoid being subject to such modified Agreement by sending written notice of its withdrawal from this Agreement in accordance with Section 3, or under any alternative method specified by AAFA in the Modification Notice, no later than sixty (60) calendar days following the date on which AAFA sent the Modification Notice. Notwithstanding the foregoing, ministerial modifications to this Agreement (such as proofreading corrections or formatting changes) may be made by AAFA at any time, and such modified Agreement shall immediately be binding on Implementer, provided that AAFA takes reasonable measures to communicate such ministerial modifications to Implementer (including, for example, the prominent posting of notice of such ministerial modifications on the AAFA website).
- 6.10. No Rule of Strict Construction / Severability. Regardless of which party may have drafted this Agreement, no rule of strict construction will be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties will deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or, if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
- 6.11. Waiver. The waiver of any breach or default by any party will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- 6.12. Name Change. AAFA may, based on agreement among its Members consistent with the AAFA By-laws, change the name of any Final Specification or Update, or the name by which this Agreement is identified.

**ADVANCED AUTHORIZING FORMAT
IMPLEMENTER'S AGREEMENT**

However, no such name change will have any effect on the rights and obligations of the parties under this Agreement.

- 6.13. Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions, or requests of any such government.
- 6.14. Third-Party Beneficiaries. While AAFA has executed this Agreement with Implementer, Implementer understands that all Fellow Implementers and their Affiliates are third-party beneficiaries of this Agreement, and any Fellow Implementer or its Affiliate is entitled to enforce its terms against Implementer.
- 6.15. Headings; Section References. Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. All references to section numbers in this Agreement shall refer to sections of this Agreement unless explicitly stated otherwise.

In witness of this Agreement, the Implementer has executed this Agreement below:

Implementer's Name

By: _____

(must be signed by an officer or representative authorized to execute contractual agreements that include licenses of Implementer's intellectual property)

Name of signatory (please print): _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Website URL
(for link under Section 6.4): _____

Date: _____

PLEASE SEND THE ORIGINAL EXECUTED VERSION OF THIS AGREEMENT TO THE AAFA EXECUTIVE DIRECTOR AT THE ADDRESS SET OUT IN SECTION 6.5 HEREOF, IN ORDER TO TRIGGER THE EFFECTIVE DATE OF THIS AGREEMENT.