

HDR10+ TECHNOLOGIES, LLC

**LICENSE AGREEMENT FOR ADVERTISING PRODUCTS
THAT COMPLY WITH HDR10+ SPECIFICATIONS**

This LICENSE AGREEMENT FOR ADVERTISING PRODUCTS THAT COMPLY WITH HDR10+ SPECIFICATIONS (“Agreement”), effective on the latest signature date on this Agreement, is by and between HDR10+ Technologies, LLC, a Delaware corporation with principal offices at 3855 SW 153rd Drive, Beaverton, Oregon USA 97006 (“Licensor”), and _____, with principal offices at _____ (“Licensee”). Defined terms not defined in the main agreement below are defined in Exhibit A hereto.

Terms and Conditions

1. Certification Mark License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, royalty-free license to use the Certification Mark, for so long as such Fully Compliant Product complies with the HDR10+ Specifications, and only with respect to those Fully Compliant Products that bear a Certification Mark, on promotional materials and marketing collateral (e.g., packages, signage, Websites) used by Licensee in connection with the marketing and sale of Fully Compliant Products that bear a Certification Mark (collectively, such promotional materials and marketing collateral, “Licensee Materials”). Licensee will obtain adequate representations and warranties of compliance with the HDR10+ Specifications from each manufacturer, seller or distributor of each Fully Compliant Product with respect to which Licensee desires to create and use Licensee Materials. Licensee may not use the Certification Mark in connection with any Fully Compliant Product that has been modified by Licensee or any other party after distribution by the manufacturer of the Fully Compliant Product.
2. No Sublicensing. Licensee shall not sublicense the Certification Mark or other intellectual property necessary to exercise the rights granted herein, or any of its other rights under this Agreement, except to the extent necessary to exercise its rights under Section 1 above.
3. No Other Rights. Except as otherwise expressly provided herein, nothing in this Agreement will be deemed to grant to Licensee, directly or by implication, estoppel or otherwise, any right or license to use any trademark, service mark, or other mark of Licensor or its Founders not expressly provided for herein or to any other intellectual property rights or technology or any other rights not expressly granted herein.
4. Authority. Licensee hereby represents and warrants that it has the power and authority to bind itself to the obligations contained in this Agreement.
5. Quality Standards and Maintenance. If a Fully Compliant Product fails to comply with the HDR10+ Specification, use of the Certification Mark on or in connection with the Licensee Materials for such Fully Compliant Product will constitute a Material Breach of this Agreement. Licensee will comply with the requirement to submit samples of the Licensee

Materials, as well as reasonable evidence that the Licensee Materials continue to comply with the then-current Logo Guidelines or other policies of Licensor relating to the use of the Certification Mark. Licensee hereby consents to Licensor listing on Licensor's website Licensee's name and logo.

6. Permitted Changes. Licensor may make changes to the documents referenced in or attached to this Agreement (including without limitation the then-current Logo Guidelines) from time to time, at its sole discretion. If Licensor modifies or updates any such documents, Licensor will notify Licensee thereof and such notification will specify (i) whether such modification or update is mandatory or optional and (ii) the expiration date of the document(s) that are being modified or updated.
7. Fees. Licensor will not require Licensee to pay license fees for use of the Certification Mark pursuant to this Agreement, but Licensor reserves the right to implement license fees in the future for use of the Certification Mark. Licensor will provide Licensee with a minimum of six (6) months written notice before imposing any license fee for use of the Certification Mark.
8. Form of Use. Licensee agrees to use the Certification Mark only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Exhibit B provides specific detail on the use of the Certification Mark (as such guidelines may be modified by Licensor from time to time in accordance with this Agreement, the "Logo Guidelines").
9. No Indemnity. Licensor assumes no liability to Licensee or to any third party with respect to any Fully Compliant Product sold or advertised under the Certification Mark, and Licensee shall indemnify Licensor against losses incurred through claims, including personal injury claims, of third persons against Licensor involving the manufacture, advertisement or sale of such Fully Compliant Product. Licensor shall have no obligation to defend or indemnify Licensee or any other party with respect to any claims of infringement by the Certification Mark and/or the HDR10+ Specifications.
10. Confidentiality. Licensee shall not disclose this Agreement or the Logo Guidelines (collectively "Confidential Information") to any third party. Without limiting the generality of the foregoing, Licensee shall use the same degree of care and discretion to avoid disclosure, publication, and dissemination of Confidential Information as it employs to safeguard its own Confidential Information, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, Licensee may disclose Confidential Information to its or their respective employees, contractors and consultants who, in the reasonable judgment of Licensee, have a need to know such Confidential Information (collectively "Authorized Representatives"), provided that such Authorized Representatives are informed of the confidential nature of such Confidential Information and agree to be bound, as a condition of employment or hiring, or through a written agreement, by an obligation of confidentiality covering such Confidential Information that is at least as restrictive as the obligations contained in this Section. Licensee shall be responsible for any breach of this Section by its Authorized Representatives. The foregoing obligation of confidentiality shall not apply to any information that Licensee can demonstrate was: (i) already known by Licensee prior to disclosure; (ii) publicly available through no fault of Licensee; (iii) independently developed by Licensee

without use of the Confidential Information; or (iv) disclosed by Licensee with Licensor's prior written approval. Notwithstanding the foregoing, Licensee may disclose Confidential Information (A) upon the order of any court or administrative agency; (B) upon the request or demand of any regulatory agency or authority having jurisdiction over Licensee; (C) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; or (D) to the extent necessary in connection with the exercise of any remedy hereunder; provided that Licensee takes reasonable steps to notify Licensor of such disclosure of the Confidential Information so that Licensor may have sufficient prior notice and opportunity to contest such requirement or order, and, in all events, discloses to the extent disclosure of such Confidential Information is strictly required under the circumstance. In the event this Agreement is terminated, Licensee shall, and shall cause its Authorized Representatives to, promptly return to Licensor or destroy all Confidential Information (except for this Agreement) in its possession.

11. Term. This Agreement will commence on the Effective Date and, unless earlier terminated as set forth herein, will remain in effect for an initial term of five (5) years thereafter. This Agreement shall automatically renew for additional five (5) years terms, unless either the Licensor or Licensee gives written notice of termination within sixty (60) days of the end of then-current term.
12. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party upon: (i) the default by either party in the performance of any of the terms, conditions, or covenants of this Agreement, and the failure to remedy such default within thirty (30) days after written notice or demand; (ii) the insolvency of Licensee; (iii) the filing of a petition in bankruptcy by Licensee; (iv) an adjudication that Licensee is bankrupt; or (v) the placement of Licensee 's assets in the hands of a trustee or receiver. Licensee may terminate this Agreement, with or without cause, on ninety (90) days written notice to Licensor. Termination of this Agreement in any manner will not discharge the liability of Licensee for any unpaid fees (if any) or uncured defaults by Licensee prior to the effective date of such termination.
13. Effect of Termination. Upon the effective date of termination of this Agreement, except as set forth herein, Licensee will immediately cease all use of the Certification Mark (or any other mark, phrase, or logo that is confusingly similar to the Certification Mark or any other trademark, service mark, or certification mark owned by Licensor) in connection with the Fully Compliant Products.
14. Reservation of Rights. Licensor expressly reserves the sole and exclusive ownership of the Certification Mark. The parties expressly agree that except for the license rights granted hereunder, Licensee will not have any right, title or interest in or to the Certification Mark or any of Licensor's or its Founders' other intellectual property rights. Licensee agrees that it will do nothing inconsistent with such ownership and that its use of the Certification Mark will inure to the benefit of Licensor. Licensor expressly reserves the right to regulate Licensee's use of the expression "HDR10+" beyond its use as part of the Certification Mark and as otherwise authorized pursuant to the Logo Guidelines. Licensee shall not acquire or attempt to acquire trademark, copyright or domain name registrations containing the Certification

Mark, whether alone or in combination with Licensee's other marks. Upon termination of this Agreement, Licensee will cease all use of the Certification Mark, except as provided herein.

15. Improper use of the Certification Mark. If at any time during the term hereof, Licensor determines that the use of the Certification Mark by Licensee in any way is not compliant with the then-current Logo Guidelines, upon written notice from Licensor, Licensee shall, within sixty (60) days following receipt of such written notice, discontinue or modify such use of the Certification Mark so as to comply with the then-current Logo Guidelines. If Licensee does not discontinue or modify such use of the Certification Mark so as to comply with the then-current Logo Guidelines within such sixty (60) day period, without limiting its other rights and remedies hereunder, Licensor may terminate this Agreement pursuant to Section 12.
16. Remedies of Licensor. Licensee acknowledges and agrees that due to the unique potential for lasting effect and harm from a Material Breach of this Agreement, if Licensee commits a Material Breach of its obligations hereunder, monetary damages alone may not be a sufficient remedy. Accordingly, Licensor will have the right to seek an injunction to prevent or restrain any Material Breach and/or to seek termination of this Agreement for such Material Breach. The injunctive and termination rights granted hereby are in addition to and not exclusive of the other rights granted under this Agreement. As used herein, "Material Breach" means any material breach of this Agreement by a party that is not cured within thirty (30) days of notice by the non-breaching party of such breach, and any substantially related series of material breaches shall be deemed a single material breach.
17. Notification of Unauthorized Use/Infringement. For the benefit of both parties, Licensor and Licensee will cooperate to ensure that third parties may not unlawfully infringe the Certification Mark or engage in any act of unfair competition involving the Certification Mark. Licensee will promptly notify Licensor of any such infringements or unfair acts by third parties that come to its attention and will provide reasonable cooperation, at Licensor's reasonable expense, in any enforcement of Licensor's rights against such third party making the unauthorized use. Licensor will have the exclusive right, exercisable at its discretion, to institute and to control all actions against third parties relating to the Certification Mark, at Licensor's expense. With respect to any such actions, Licensor will employ counsel of its own choice to direct the handling of the litigation and any settlement thereof. Licensor will have the sole right (but not obligation) to enforce its rights in the Certification Mark and to enforce its agreements with any third parties. Licensee will not commence any action or claim to enforce Licensor's rights in the Certification Mark, other than the above-required notification. Licensor will incur no liability to Licensee by reason of Licensor's failure or refusal to prosecute, or by Licensor's refusal to permit Licensee to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which Licensor may agree.
18. Third-Party Challenge. If a third party challenges Licensee's use of the Certification Mark, Licensee will immediately notify Licensor in writing. Licensee will not enter into any discussions, negotiations, or settlements, or any other action pertaining to said challenge without the express written consent of Licensor. Licensee agrees to cooperate fully with

Licensors, at Licensors' reasonable expense, if such a challenge is brought, even if this Agreement is terminated by either Party as a result of such a challenge.

19. Certification Mark and Intellectual Property Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR PROVIDES THE CERTIFICATION MARK AND ANY ASSOCIATED OR RELATED INFORMATION, MATERIALS, OR SERVICES "AS-IS", WITH NO WARRANTIES WHATSOEVER, AND LICENSOR AND ITS FOUNDERS HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND ITS FOUNDERS DISCLAIM ALL LIABILITY, INCLUDING WITHOUT LIMITATION FOR INFRINGEMENT OF ANY TRADEMARK, PATENT, OR OTHER INTELLECTUAL-PROPERTY OR PROPRIETARY RIGHTS, ARISING OUT OF RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR LICENSEE'S USE OF THE CERTIFICATION MARK.

20. Manufacturing Disclaimer. Except as otherwise provided in this Agreement, the Certification Mark may only be used in Licensee Materials used in connection with a Fully Compliant Product that meets the applicable requirements for certification adopted by Licensor. If a Fully Compliant Product displays the Certification Mark, it means that a representative sample of the Fully Compliant Product met the HDR10+ Specifications under which compliance was sought. NOTWITHSTANDING THE FOREGOING, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCT MEETS THE HDR10+ SPECIFICATIONS, OR THAT THE USE OF THE PRODUCT WILL BE FIT FOR ITS INTENDED PURPOSE OR WILL BE ERROR-FREE, ACCURATE, RELIABLE, UNINTERRUPTED, OR NONINFRINGEMENT. LICENSOR AND ITS FOUNDERS WILL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY DISTRIBUTOR, RETAILER, WHOLESALE, MARKETER, ADVERTISER, OR END USER OF LICENSEE'S MATERIALS OR ANY OTHER PRODUCTS.

21. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND ITS FOUNDERS WILL NOT BE LIABLE TO LICENSEE FOR THE COST OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, INFRINGEMENT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON WILLFULNESS, LOSS OF PROFITS, LOST REVENUES, OR LOSS OF DATA, FILES, BUSINESS OPPORTUNITY OR PERSONAL INJURY), AND WHETHER OR NOT LICENSOR OR ANY OF ITS FOUNDERS HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR LICENSEE'S USE OF THE HDR10+ SPECIFICATIONS OR THE CERTIFICATION MARK.

22. Additional Statement on Limitations. THE LIMITATIONS IN THIS AGREEMENT WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
23. Relationship of the Parties. This Agreement will not be construed to make either party the agent, partner or legal representative of the other, and neither party may assume or create any obligations for, on behalf of, or in the name of the other party, or commit any act, make any representation, or advertise in any manner that may adversely affect any rights of the other party or be detrimental to its name or reputation.
24. Miscellaneous. Any notices required or permitted to be given under this Agreement will be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address designated in this Agreement or at such other address as may be furnished in writing to the notifying party. Licensee will not assign this Agreement or its rights hereunder, without Licensor's prior written consent; provided, however, that Licensee may assign this Agreement or its rights hereunder to: (a) a purchaser of all or substantially all of the assets of Licensee; or (b) the surviving entity in a merger, reorganization, or other business combination, provided that the surviving or acquiring company has agreed in writing to be bound by this Agreement. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Licensor, Licensee and its successors and permitted assigns. This Agreement and any exhibits and other documents expressly referenced herein contains the entire agreement of the parties with respect to its subject matter. Unless expressly provided for elsewhere in this Agreement, any amendment to this Agreement will be made in writing and will be signed by both parties. If any provision of this Agreement will be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement and all disputes arising from it will be governed by the laws of the State of Delaware, USA, without reference to conflict of laws principles. All disputes between the parties hereto arising out of or in connection with the interpretation or execution of this Agreement, HDR10+'s licensing of the Certification Mark(s), or Adopter's use of the Certification Mark(s) or any Confidential Information shall be finally settled by the federal or state courts located in the Counties of Los Angeles or Santa Clara, California; and each party to this Agreement hereby: (i) irrevocably consents to the exclusive jurisdiction of such courts for the resolution of such disputes; (ii) irrevocably consents to the service of process of said courts in any such dispute by personal delivery or mailing of process by registered or certified mail, postage prepaid, at the respective address set forth in the preamble above; (iii) irrevocably waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such courts or to the convenience of conducting or pursuing any action or proceeding in any such court; and (iv) irrevocably waives any right to a trial by jury regarding the resolution of any dispute between the parties hereto arising out of or in connection with this Agreement. Notwithstanding any expiration or termination of this Agreement, Sections 3, 4, 8, 9, 10, 13, 14, 19, 20, 21, 22, 23 and 24 will survive and remain in effect in accordance with their terms. The confidentiality provisions of Section 10 shall survive for a period of ten (10) years after any expiration or termination of, or withdrawal from, this Agreement. Any termination of this Agreement will be without prejudice to any other rights or remedies available under this Agreement or at law.

SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized representatives.

On behalf of Licensee:

By: _____

Name: _____

Title: _____

Date: _____

Contact Name: _____

Contact email: _____

On behalf of Licensor:

HDR10+ Technologies, LLC

By: _____

Name: _____

Title: _____

Date: _____

*SIGNATURE PAGE TO
LICENSE AGREEMENT FOR ADVERTISING PRODUCTS
THAT COMPLY WITH HDR10+ SPECIFICATIONS*

Exhibits

Exhibit A -- Definitions

Exhibit B – Use of HDR10+ Certification Mark

Exhibit A — Definitions

“Certification Mark(s)” shall mean mark(s) incorporating “HDR10+” as identified in Exhibit B.

“Founder(s)” shall mean each of Panasonic Intellectual Property Corporation of America, Samsung Research America, Inc. and Twentieth Century Fox HDR10+ Technologies, LLC, and shall include, where the context permits, each of their respective Related Parties.

“Fully Compliant Product” shall mean any product (other than an integrated circuit) that has been certified by a third party manufacturer as compliant with a HDR10+ Specification and is manufactured by a Founder, an Adopter (as defined in an executed HDR10+ Technologies, LLC Adopter Agreement), or any of their respective Related Parties. As used herein, Fully Compliant Products will include those derivative products of a Fully Compliant Product that are permitted pursuant to the then-current requirements to use the Certification Mark adopted by Licensor without additional certification (such derivative products, the “Derivatives”).

“HDR” shall mean high dynamic range.

“HDR10+” shall mean consistent, high-quality display of HDR10 content regardless of the particular capabilities of the HDR display on which such HDR10 content is displayed.

“HDR10+ Specifications” shall mean Technical Specifications and Test Specifications of HDR10+ which will be licensed by Licensor.

“Related Party” of a party shall mean any legal entity (i) controlled by such party, (ii) controlling such party or (iii) controlled by any legal entity owning or controlling such party. The term control (including the terms controlling, and controlled by) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Test Specifications” shall mean the detailed set of tests and patterns and other test descriptions and materials of HDR10+.

“Technical Specifications” shall mean the current and future technical specifications of HDR10+.

Exhibit B — HDR10+ Certification Mark Usage Guidelines

To be provided separately by HDR10+ License Administrator