



**ULTRA HD FORUM
INTELLECTUAL PROPERTY RIGHTS POLICY**

1. IPR Generally

1.1 Purpose

Ultra HD Forum name] (the "Forum") has adopted this Intellectual Property Rights Policy (the "Policy") and those rules of procedure that are set forth in the Bylaws or from time to time approved by the Board (collectively, the "Rules of Procedure") in order to minimize the possibility of inadvertent infringement of the IPR of Members and third parties using or implementing any Forum Final Deliverables.

1.2 Applicability

All Members, all Member Representatives, and all third parties attending any technical process meeting are subject to this Policy and the Rules of Procedure.

2. Definitions

| Term | Definition |
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| Confidential Information | Any information that is disclosed, discussed and/or exchanged during any activity of the Forum which is marked or designated as confidential information in any tangible means, as well as any copies or abstracts of such information, and portions of minutes of any Work Group meeting that would disclose such information. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) becomes publically available other than via a breach of a duty not to disclose such Confidential Information pursuant to this IPR Policy; (b) is received from a third party without any obligation of confidentiality; (c) is rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) is independently developed by employees of the receiving party without reference or access to any Confidential Information; or (e) generally made available to third parties by the Corporation or the disclosing party without restriction on disclosure. |
| Contribution | An affirmative and knowing contribution of IPR with the intention that such IPR be considered for inclusion in a Final Deliverable that is (a) accompanied by a Contribution Form in the form attached to the IPR Policy as <u>Appendix A</u> , or (b) made by a Participant at any time during a Project meeting, where such contribution has been recorded in the minutes of such meeting, and where the maker of the contribution has not objected to such text after the minutes have been posted for |

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| | review by all Project Participants. |
| Contributor | Both a Member as well as any representative(s) of a Member, and any other person or entity making a Contribution. |
| Draft Deliverable | A Draft Informational Document, Draft Guideline or Draft Test Material |
| Draft Informational Document | Any recommendation, procedure, policy, educational materials, reports and the like that is developed by a Work Group or subgroup thereof or the Board of Directors or a committee thereof. |
| Draft Guideline | Any version of a document designated as a Forum Draft Guideline and all Contributions thereto or any other written information provided by a Member to any Work Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in a Final Guideline. |
| Draft Test Material | Any draft test suite, test Guideline, test procedure, test tool or the like that is developed by a Work Group for the purpose of testing products that incorporate compliant portions to determine that such product complies with the normative requirements of a Final Guideline. |
| Defensive Revocation | A term in a License entitling the licensor to revoke the License if the licensee asserts a Necessary Claim under any Final Deliverable Owned by it against any User (including the Licensor), where infringement of such Necessary Claim results solely from the implementation of such Final Deliverable. |
| Final Deliverable | A Final Informational Document, Final Guideline, or Final Test Material. |
| Final Informational Document | A Draft Informational Document that is approved by the Board of Directors in accordance with the Bylaws as final. |
| Final Guideline | A Draft Guideline adopted by the Board of Directors as the Final Guideline in accordance with the Bylaws as final. For purposes of this definition, a Final Guideline shall not include any implementation examples unless such implementation examples are expressly identified as being included as part of the limited patent license obligation in the Final Guideline as adopted. |
| Final Test Material | A Draft Test Material approved by the Board of Directors in accordance with the Bylaws as final. |
| Informational Document | A Draft Informational Document or Final Informational Document. |
| Implementers | Those Members who desire to use or implement a Final Deliverable. |
| IPR | An abbreviation of "Intellectual Property Rights". As used in this Policy, IPR means claims in patents and patent applications and copyrights, but excludes trademarks and trade secrets, which are not included in a Participant and Member's licensing obligations. |
| License | Either (a) an agreement to license Necessary Claim(s) to any Implementer, on a RAND, perpetual, non-exclusive and |

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| | worldwide basis, with such license permitting the licensee to make, have made, use, reproduce, offer to sell and sell, and to otherwise distribute products that implement such Necessary Claim(s), or (b) a binding, perpetual, irrevocable commitment not to assert Necessary Claim(s) against any Implementer of the Final Deliverable to which such commitment relates. |
| Member | A Forum member of any class |
| Necessarily Infringed | Unavoidable infringement by an implementation of a Required Element of a Final Deliverable, there being no reasonable alternative way to implement that element of the Final Deliverable without resulting in such infringement. |
| Necessary Claims | Those claims under patents and/or patent applications anywhere in the world that would be Necessarily Infringed by the implementation of the Required Elements of a Final Deliverable. Necessary Claims do not include claims covering reference implementations or implementation examples. |
| Non-discriminatory | Available to an Implementer under terms that are substantially identical to the terms made available to other Implementers of the same Final Deliverable under similar circumstances. |
| Owned | With respect to any Necessary Claim(s), the word "Owned" includes any Necessary Claim(s) that are owned, controlled, or licensable (without any payment obligation to or permission from a third party other than a Related Party), even if not registered in the name of the Member. |
| Participant | Any Member that enrolls to take part in a Project that has not withdrawn from such Project within 90 days of its enrollment. |
| Project | A formally chartered Forum technical process that is intended to produce a Final Deliverable. |
| RAND | Reasonable and Non-discriminatory |
| Reasonable | License terms relating to Necessary Claims that are not more onerous (including as to price) than could be obtained by the Owner of such claims in the open market absent their inclusion in a Final Deliverable. |
| Reference Implementation | Any software Contributed by one or more Members that implements and conforms to a Final Guideline and has passed any relevant tests as required by the Final Test Materials. |
| Referenced Technical Standard | A technical standard or specification published or promulgated by a standards-setting organization and referenced in a Final Deliverable. |
| Reciprocity | A License term requiring a licensee to provide a License back to the licensor with respect to any Necessary Claim(s) Owned by the licensee under the same Final Deliverable. |
| Related Party | Any entity that is directly or indirectly controlled by under common control with, or that controls] the subject party. For this purpose, "control" means beneficial ownership or the right to exercise more than 50% of the voting power for the entity. Any Member or potential Member that finds it impossible to secure the agreement of its ultimate parent company to be bound by this Policy, or otherwise believes that the application |

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| | of this definition to its Related Parties would result in unfairness, as applied in its unique circumstances, may apply for a limited and fact-specific exemption on such form as the Forum may from time to time make available for that purpose. |
| Representative | Any individual that acts on behalf of a Member in connection with a Project, or in the completion of any form to be delivered to the Forum pursuant to the Policy or the Rules of Procedure. |
| Required Element | Any element of a Draft Deliverable or Final Deliverable that has not been identified as "Optional." For the avoidance of doubt, when a Draft Deliverable or Final Deliverable requires an Implementer to implement one of two or more alternative elements, then all such elements shall be deemed to be "Required Elements." |
| Sample Code | Any uncompiled source code Contributed by one or more Charter Members or Contributor Members that implements or demonstrates the capability of a Draft Deliverable or Final Deliverable. |
| Final Deliverable | A Draft Deliverable that has been formally adopted by the Forum. Unless the context otherwise requires, any reference to the adoption of a Final Deliverable shall also be deemed to apply to the adoption of an amendment to a Final Deliverable as well. |
| Work Group | A Work Group tasked with developing a Draft Deliverable. |

3. Patents

3.1 Elections by Contributors at Time of Contribution

(a) Any Contributor making a Contribution must elect one of the following on behalf of it and all of its Related Parties at the time of making a Contribution:

- i. Royalty Free RAND License. Agree that if the Final Deliverable in connection with which the Contribution is made is finally approved by the Forum, the Contributor and each of its Related Parties will provide a License to all Necessary Claims Owned by it or any of its Related Parties and included in its Contribution that become Necessary Claim(s), without compensation and otherwise on a RAND basis, to all Implementers; or
- ii. RAND License with Royalty. Agree to the same terms, but reserving the right to charge a royalty or other compensation on RAND terms.

(b) Such election shall be made pursuant to a written declaration in the form of **Appendix A** to this Policy.

3.2 Participant Elections at Time of Final Work Group Comments

(a) Every Participant must, at the time that a Final Deliverable is posted for final Participant comments, elect one of the following:

- i. Royalty Free RAND License. Agree that if the Final Deliverable is finally approved by the Forum, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it, without compensation and otherwise on a RAND basis, to all Implementers; or
- ii. RAND License with Royalty. Agree to the same terms, but reserving the right to charge a royalty or other fee on RAND terms; or
- iii. Withholding of License as to Identified Necessary Claims. Identify those Necessary Claims owned by it and/or its Related Parties under the Final Deliverable, in its then-current form, and the portion of the Final Deliverable that would result in such infringement, and indicate that no guarantee of License rights is being made (or that such rights will in fact be denied in some or all cases) as to such Necessary Claims by it and its Related Parties. In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets;

provided, however, that an election form returned pursuant to this Section 3.2 by a Participant that was a Contributor shall only apply to those portions of a Final Deliverable that do not derive from such Participant's Contribution, and the Contributor's original undertakings under Section 3.1 above shall continue to be binding as to the balance of the Final Deliverable.

Note: A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it and its Related Parties.

(b) No elections under this Section 3.2 may be required to be made in less than 45 days from the date that a Final Deliverable has been posted as a Public Draft, and electronic notification of such posting has been sent to each Participant. All elections by Participants shall be made pursuant to a written election in the form of **Appendix B** to this Policy.

3.3 Patent Calls

At the beginning of every in-person meeting and teleconference that occurs as a part of the technical process, and at any other appropriate time in the course of electronic collaboration as may be provided for under the Rules of Procedure, the following patent call shall be read:

Please be aware that this meeting is being held under the Intellectual Property Rights Policy adopted by the Forum. If you do not have a copy of this policy, please see me during this meeting. You may also view and download a copy of that policy at the _____ section of the Forum website.

At this time, I would ask that anyone in attendance inform me if they are personally aware of any claims under any patent applications or issued patents that would be likely to be infringed by an implementation of the Final Deliverable which is the subject of this meeting. You need not be the inventor under such patent or patent application

in order to inform us of its existence, nor will you be held responsible for expressing a belief that turns out to be inaccurate.

3.4 Consequences of Failure to Respond or to Knowingly Withhold Information

- (a) In the event that:
 - (i) any Representative knowingly and willfully fails to respond to a patent call under Section 3.3 with respect to all Necessary Claims that are personally known to such Representative and are Owned by such Representative or his/her employer; or
 - (ii) a Participant fails to timely return a signed and completed election form as required by Section 3.2(b) above; or
 - (iii) a Participant (x) does return a signed and completed election form, but later asserts a Necessary Claim(s) against an Implementer of the Final Deliverable in question, and (y) it can be shown that such Member knowingly and willfully withheld disclosure of such Necessary Claim(s) at the time of returning such election form;

then such Participant (or the Member represented by the Representative referred to in i. above, as the case may be), shall be deemed to have elected to License all of its Necessary Claims under the Final Deliverable in question (in the case of i or ii above), or the Necessary Claim(s) in question (in the case of iii above), with the terms to be as set forth in Section 3.2(a)i, or, at it's election, 3.2(a)ii above. In the event that such Participant shall later bring an infringement action against any Implementer with respect to such a Necessary Claim(s), the Forum shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and to assert a complete defense against such action, under this Section 3.4 as a third party beneficiary.

3.5 Reference Examples and Sample Code.

(a) A Final Guideline may include non-normative implementation or reference examples but such implementation or reference examples shall not be subject to the patent-related obligations of this IPR Policy unless they are specifically identified within the Final Guideline as being licensed.

(b) Any Member Contributing a Reference Implementation or Sample Code shall provide a License of all of its Necessary Claims relating to such Contribution. However, no Reference Implementation or Sample Code shall be a normative requirement.

(b) All Contributions of Sample Code and Reference Implementations must be accompanied by a written declaration in the form of **Appendix A** to this Policy. By making such a Contribution, the Contributor Member represents that it is legally entitled to grant Licenses to its Contribution.

(c) The Forum shall be entitled to release Sample Code and Reference Implementations under an open source license(s) approved by the Board of Directors, including without limitation the BSD 2-Clause License, as set forth below:

The copyright in this software is being made available under the BSD License, included below. This software may be subject to other third party and contributor rights, including patent rights, and no such rights are granted under this license.

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Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.*
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.*
- Neither the name of the Ultra HD Forum nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.*

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.6 Ownership of Project Work Product

As regards any portion of a Final Deliverable that is collaboratively created in a Project (i.e., a portion that was not a formal Contribution), the following rules shall apply:

(a) Each Member that was a Participant in a Project agrees that if: (i) the Final Deliverable of that Project is finally approved by the Forum, (ii) any Representative of such a Participant in such Project is named as an inventor in any patent anywhere in the world, where such patent contains a Necessary Claim(s) under such finally adopted Final Deliverable and that claim was discovered as a result of such collaboration; then such Participant will not assert such Necessary Claim(s) anywhere in the world against any Implementer with respect to its implementing of such Final Deliverable.

(b) In the event that any such inventor or Participant shall breach the foregoing obligation, the Forum shall have no obligation to intervene, but such Implementer shall be entitled to claim protection, and assert a complete defense against such action, under this Section 3.6 as a third party beneficiary.

3.7 Patent Searches

In no event shall the Forum, Representative, Participant or non-Participant Member be obligated to conduct any patent searches regarding any Necessary Claims that may be infringed by any implementation of a Draft Deliverable or Final Deliverable.

3.8 Confidential and Proprietary Information

For the avoidance of doubt, the disclosure obligations set forth in this Section 3 shall not require a Member to violate the terms of any written non-disclosure agreement with a third party that is not (i) a Related Party of such Member, or (ii) controlled by, or under common control with, a Related Party of such Member, provided that (a) such agreement has not been entered into with the purpose, in whole or in part, of avoiding disclosure under this IPR Policy, and (b) the Member makes such disclosure as it is able to make without violating such agreement, and at minimum discloses (x) the fact that it has knowledge of a patent claim that it would otherwise be obligated to disclose, and (y) the portion of the Final Deliverable that would result in infringement of such patent claim.

3.9 Transfers of Necessary Claims

(a) Each Member agrees that it will not transfer, and has not transferred, Ownership in patents or patent applications having Necessary Claims solely for the purpose of circumventing such Member or Participant's obligations under this IPR Policy.

(b) No party bound by this Policy shall transfer Ownership in any patent or patent application having Necessary Claims, except to a successor that agrees to (i) be bound by all commitments previously made by the direct or indirect transferor(s) under this Policy with respect to such patent or patent application, and (ii) include the obligations set forth in this Section 3.9 in any document of transfer relating to such patent or application in the event that it later transfers the same.

3.10 Patent Claims Revealed After Publication

In the event that a Necessary Claim is first revealed by a Member or third party Owner of such claim following adoption and publication of a Final Deliverable (other than a Necessary Claim subject to consequences under Section 3.4 above), such holder will be asked to License the Necessary Claim in the manner outlined in Section 3.1 above. If such request is refused, the Final Deliverable in question shall be referred back to the appropriate Work Group for consideration and possible action.

3.11 Document Notations

All electronic and tangible copies of Final Deliverables that are subject to public comment, and all Final Deliverables, shall include the relevant legend specified on **Appendix C**.

3.12 Licensing of IPR Relating to Referenced Technical Standards

For additional clarity, the licensing of intellectual property rights relating to Referenced Technical Standards shall be governed by the IPR policy of the standards-setting organization that issued the Referenced Technical Standard, and not by the UHD Forum IPR Policy.

4. Copyrights

4.1 Copyright in Final Deliverables

The copyright for all Final Deliverables and Final Deliverables shall belong to the Forum.

4.2 Contributions of Copyrighted Materials

Each Contributor who contributes copyrighted materials to the Forum shall retain copyright ownership of its original work, while at the same time granting the Forum (i) a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Draft Deliverable, and (ii) the right to sublicense the same rights to members and third parties for the purpose of implementing the Final Deliverable in software.

5. Trade Secrets

Participants and other Members will not be expected to reveal trade secret information in the course of participation in any Forum activity, nor will they be asked by the Forum to sign non-disclosure agreements. The Forum will not be held responsible for the disclosure of any Member's or non-Member's trade secrets, regardless of the circumstances.

6. Trademarks

6.1 Forum Trademarks

Trademarks created by the Forum, registered or otherwise, are the property of the Forum. Use of Forum trademarks shall be governed by such policies, procedures and guidelines as may be established and approved by the Forum from time to time, and applicable law.

6.2 Non-Forum Trademarks

The Forum's use of third-party trademarks, registered or otherwise, shall be governed by such policies, procedures and guidelines as may be established and approved by the owners of such trademarks, and applicable law.

7. Irrevocability and Binding Nature of Commitments

All commitments made under this policy shall be irrevocable, except that the Owner of a Necessary Claim may include a Reciprocity or Defensive Revocation term in a License to its Necessary Claims.

8. Non-Disclosure

(a) Each Member agrees that it will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each Member agrees that it will not disclose, nor will it assist or allow any third party to disclose any Confidential Information, except: (a) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (b) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties, (c) in confidence to employees on a need to know basis within a Member or an Affiliate thereof, (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions, and (e) in confidence to its legal counsel in connection with providing legal advice; provided that, in (b) through (f) above (i) the disclosing party shall use all reasonable legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing party shall provide the Board of Directors, or the relevant Member, as the case may be, with at least 10 days prior written notice of such disclosure. Each party shall mark any copies of Confidential Information it makes "confidential" or with a similar legend. Unless the parties agree otherwise, this obligation of confidentiality will expire three (3) years after the date of disclosure of Confidential Information.

(b) Notwithstanding anything herein to the contrary, any party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, trademarks or copyrights of the disclosing party. The term "Residuals" means any information retained in the unaided memories of the receiving party's employees who have had access to the disclosing party's Confidential Information in connection with such party's participation in the Corporation. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

(c) The terms of confidentiality hereunder shall not be construed to limit any Member's right to independently develop or acquire products or technology, including similar or competing products or technology, without the use of the Corporation's or another Member's Confidential Information and without breach of the terms of the Member Agreement.

(d) The Members agree that Contributions, Draft Deliverables and minutes of meetings of the Corporation or a Work Group (except for portions thereof which intend to disclose Confidential Information to the public) shall be considered non-confidential and non-proprietary information, regardless of any markings to the contrary included thereon. Notwithstanding the non-confidential status of such materials, the Members shall not publish or distribute Contributions of any other Member, Draft Deliverables or meeting minutes to any third party, except (a) with the prior written consent of the applicable Member; (b) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as similar information of other litigating parties, (d) to employees on a need to know basis within an Affiliate of a Member under similar nondisclosure obligations or (e) to its legal counsel, accountants, banks and financing sources and their advisors under similar non-disclosure obligations, solely in connection with complying with financial transactions; (f) in confidence to its legal counsel in connection with providing legal advice. The obligation not to publish or distribute set forth above shall not prevent any Member from implementing, or incorporating or otherwise using or distributing the contents of any of its Contributions in any of its products and services and documentation, and the marketing, sale or distribution of such products, services and documentation shall not be a violation of the obligations in this section.

9. Survival of Obligations

(a) Any License obligations and other obligations that a Member incurs under this Policy shall continue in force after the Member ceases to be a Member for any reason. However, no Member shall become subject to any new License obligations or other Obligations under this Policy after it ceases to be a Member.

(b) The Forum shall have the right to assign all of its rights under this Policy, and the right to enforce all obligations incurred by Members and Participants under this Policy, to any successor to the mission of The Forum.

(c) All persons and entities that are intended third party beneficiaries of rights and obligations incurred under this Policy shall remain entitled to enforce the same, notwithstanding any termination, dissolution or winding up of The Forum.

Appendix A

ULTRA HD FORUM

CONTRIBUTION OF TECHNOLOGY FORM

NOTE: All blanks must be completed in order for this Contribution to be given consideration. This Contribution is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Ultra HD Forum (the "Forum"), and related rules of procedure (collectively, both such documents are referred to below as the "Policies and Procedures"). *All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.*

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| Name of Contributor: | |
| Name of Representative Completing this Form on Behalf of Contributor: | |
| Mailing Address of Representative: | |
| Email Address of Representative: | |
| Final Deliverable and RFP (if any) to which this Contribution relates: | |

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 as **Exhibit A** on behalf of the Contributor, and to make the following representations and warranties.

2. The Contributor has reviewed the Policies and Procedures and agrees that its Contribution is being made in full compliance with the same.

3. The Contributor hereby irrevocably agrees to the following (*A Contributor must elect at least one of the following*):

_____ Royalty Free RAND License. If the Final Deliverable is finally approved by The Forum, the Contributor and each of its Related Parties will provide a License to all Necessary Claims Owned by it or any of its Related Parties and included in its Contribution that become Necessary Claim(s), without compensation and otherwise on a RAND basis, to all Implementers; or

_____ RAND License with Royalty. Agrees to the same terms, but reserves the right to charge a royalty or other compensation on RAND terms, together with the portions of the Draft Deliverable that would result in such infringement.

4. The Contributor hereby agrees that the Forum 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, (i) the Forum will own the copyright in the resulting Final Deliverable and all rights therein, including the rights of distribution. In such event, the Contributor shall have granted the Forum (i) a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license under the Contributor's copyrights in its Contribution to reproduce, distribute, publish, display, perform, and create derivative works of the Contribution based on that original work for the purpose of developing a Draft Deliverable, and (ii) the right to sublicense the same rights to members and third parties for the purpose of implementing the Final Deliverable in software.

5. The Contributor is not aware at the time the Contribution is made of any Necessary Claim(s) of any third party that might be infringed by the implementation of the Final Deliverable 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 B**, together with any supporting documentation that may be readily available to the Contributor.

B. The Forum, in accepting this Contribution, acknowledges the following:

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

2. EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, THIS CONTRIBUTION IS BEING OFFERED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE CONTRIBUTOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Contribution has been made on _____, 201_.

Name of Contributor

By: _____
Signature of Representative

Name: _____

Exhibit A

CONTRIBUTION

Insert description of Contribution in such detail as may from time to time be required under the Policies and Procedures

Exhibit B

THIRD PARTY IPR

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

| Jurisdiction and Patent Number | Necessary Claim(s) | Affected Portion of Contribution or Final Deliverable |
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Appendix B

ULTRA HD FORUM

INTELLECTUAL PROPERTY RIGHTS ELECTION FORM

NOTE: All blanks must be completed in order for this election form to be given consideration. This election form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Ultra HD Forum (the "Forum"), and related rules of procedure (collectively, both such documents being referred to below as the "Policies and Procedures"). ***All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy.***

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| Name of Member: | |
| Name of Representative Completing this Form on Behalf of Member: | |
| Mailing Address of Representative: | |
| Email Address of Representative: | |
| Final Deliverable to which this Election Form relates: | |

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

1. The Representative is authorized to complete and contribute this Election Form on behalf of the Member, and to make the following representations and warranties.
2. The Representative and the Member have each reviewed the Policies and Procedures, and agree that this Election Form is being completed and Contributed in full compliance with the same.

The Member hereby irrevocably agrees to the following *(all Representatives must elect at least one of the following)*:

_____ Royalty Free RAND License. If the Final Deliverable is finally approved by The Forum, the Participant and each of its Related Parties will provide a License to all Necessary Claim(s) Owned by it, without compensation and otherwise on a RAND basis, to all Implementers; or

_____ RAND License with Royalty. Agrees to the same terms, but reserves the right to charge a royalty or other compensation on RAND terms; or

_____ Withholding of License as to Identified Necessary Claims. Asserts that no guarantee of License rights is made (or that such rights will in fact be denied in some or all cases) as to the Necessary Claims Owned by it and identified on **Exhibit A.**

Notes:

(a) A Member may elect different options above with respect to different Necessary Claims, but its elections, taken together, must apply to all Necessary Claims Owned by it and its Related Parties.

(b) In the case of Necessary Claims under non-public patent applications, the disclosure of such claims need not be in such detail as would disclose any trade secrets.

4. The Representative is not aware of any Necessary Claim(s) or other IPR of any third party that might be infringed by the implementation of the Final Deliverable referenced above. If the Representative is aware of any such potential infringement, then the Representative has described such Necessary Claim(s) or other IPR on **Exhibit A**, together with any supporting documentation that may be readily available to the Representative.

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

This Election Form has been Contributed on _____, 201__.

Name of Participant or Non-Participant Member

By: _____
Signature of Representative

Name: _____

Exhibit A

WITHHELD IPR

[Adapt as Necessary] List here all Necessary Claim(s) Owned by you for which Section 3.2(a)i. or ii. Licenses will not be supplied.

| Jurisdiction and Patent Number | Necessary Claim(s) | Affected Portion of Final Deliverable |
|---------------------------------------|---------------------------|--|
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THIRD PARTY IPR

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

| Jurisdiction and Patent Number | Necessary Claim(s) | Effected Portion of Final Deliverable |
|---------------------------------------|---------------------------|--|
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Appendix C

DOCUMENT NOTATIONS

1. Notation when no Necessary Claims have been Identified

All Final Deliverables that are subject to public comment and all Final Deliverables shall include the following introductory language:

"Recipients of this document are requested to contribute, with their comments, notification of any relevant patent claims or other intellectual property rights of which they may be aware that might be infringed by any implementation of the Final Deliverable set forth in this document, and to provide supporting documentation."

All Final Deliverables shall additionally include the following introductory language:

"THIS FINAL DELIVERABLE IS BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF THIS FINAL DELIVERABLE SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE FORUM, NOR ANY OF ITS MEMBERS OR CONTRIBUTORS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THIS FINAL DELIVERABLE."

2. Notation when Necessary Claims or other IPR are Identified

(a) When Necessary Claims have been identified for Final Deliverables, or thereafter with respect to already published Final Deliverables, where the owner of such Necessary Claim(s) is willing to provide a License agreement relating to such Necessary Claim(s), such Draft Deliverable or Final Deliverable shall include a notice substantially as follows in the introductory language:

"THE FORUM draws attention to the fact that it is claimed that compliance with this Final Deliverable may involve the use of a patent ("IPR") concerning [section of Final Deliverable]. THE FORUM takes no position concerning the evidence, validity or scope of this IPR.

"The holder of this IPR has assured THE FORUM that it is willing to License all IPR it owns and any third party IPR it has the right to sublicense which might be infringed by any implementation of this Final Deliverable to THE FORUM and those Licensees desiring to implement this Final Deliverable. Information may be obtained from:

[Name of Holder of Right]
[Address]

"Attention is also drawn to the possibility that some of the elements of this Final Deliverable may be the subject of IPR other than those identified above. THE FORUM shall not be responsible for identifying any or all such IPR.

"THIS [INSERT DELIVERABLE TYPE] IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.."

(b) In the event that the owner of any IPR has asserted that infringement would result from the implementation of a Draft Deliverable or Final Deliverable, and such owner has refused to grant a License under the terms of this Policy, then the second paragraph of the above notice shall be replaced or supplemented, as appropriate, with the following:

"The holder of such IPR has refused a request by the Forum that it agree to make a License available for the purpose of implementing this Final Deliverable. Information may be obtained from:

[Name of Holder of Right]
[Address]"