KHRONOS GROUP
FILE FORMAT ADOPTER LEGAL TERMS

A party that has agreed to these terms will be deemed an Adopter of the applicable Khronos file format specification that it has selected to adopt on the [Khronos File Format Adopter Program website](#) ("Selected Specification.")

Adopters may use the word mark and logo associated with the Selected Specification in accordance with the [Khronos Trademark Usage Guidelines](#) and [Khronos Logo Usage Guidelines](#). So long as Adopter (a) has used best efforts to comply with the applicable specification, and (b) the resulting Adopter product substantially complies with the specification, then the Adopter's products will be deemed "Products that have passed the Conformance Process" under the Trademark Usage Guidelines. Khronos can terminate this limited license for any reasonable reason by so notifying Adopter, and Adopter will then promptly cease uses of the mark and logo as granted under the license.

Reciprocal License Terms

NOTE: If an Adopter has granted a reciprocal license through participation in the Khronos IP framework as a Khronos member for all Ratified versions of the Selected Specification on the date of this agreement, then the following terms regarding the Reciprocal License Grant do not apply to the Selected Specification.

If the foregoing NOTE does not apply to the Adopter, then, in connection with its registration as an Adopter, an Adopter may optionally choose to grant and receive certain patent-related rights. Only if the applicable Adopter selects this option as indicated by the Khronos File Format Adopter Program website checkbox, will the following terms (Reciprocal License Grant) apply:

Reciprocal License Grant. Adopter and its Affiliates agree to grant a Reciprocal License under any of their Necessary Patent Claims for all versions of the Selected Specification, Ratified on or before the date of executing this agreement, in reciprocity to all other Members and Adopters that also grant a Reciprocal License to Adopter ("Licensees"). Such Reciprocal License is granted whether or not the licensor or licensee Member or Adopter ever had any knowledge of the existence of such Necessary Patent Claims. This grant of the Reciprocal License to any individual Licensee is subject to the Adopter receiving in return a Reciprocal License from the Licensee and its Affiliates. Any licensor shall have the right to suspend any Reciprocal License granted by that licensor to any other Licensee ("Plaintiff") in the case that the Plaintiff initiates any lawsuit or other legal proceeding against the licensor alleging patent infringement within the Scope.

Defined terms.

"Adopters" means any entity that has agreed to these Khronos File Format Adopter Legal Terms or any other applicable Khronos adopter agreement.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, so long as such Control exists. For purposes of this definition, Control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of an entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity.

"Compliant Portion" means a portion of a product, where such portion is fully compliant with all relevant portions of a Ratified Specification. Any portion of a product that is not fully compliant with all relevant portions of a Ratified Specification shall not constitute a Compliant Portion.

"Member" means an entity that has executed an applicable Khronos membership agreement and has not withdrawn its membership.

"Necessary Patent Claims" means claims of a patent or patent application, other than design patents and design registrations, issued or filed in any country, to which Adopter or its Affiliates (or other applicable licensor) has the right to grant licenses, and which are necessarily infringed by any Compliant Portion. Necessary Patent Claims do not include any claims (i) other than those set forth above even if contained in the same patent or patent application as Necessary Patent Claims; (ii) that read solely on (1) any implementation of any portion of the Ratified Specification that is not a Compliant Portion, or (2) any Compliant Portion that is not within the bounds of the Scope; or (iii) that it is possible to avoid infringing because there is a commercially plausible non-infringing alternative for implementing such portions of the Ratified Specification.

"Ratify" or "Ratification" means Khronos approving a specification for public release.

"Ratified Specification" means, in the context of these Khronos File Format Adopter Legal Terms, the Selected Specification.

"Reciprocal License" means the perpetual, royalty-free, fully paid, worldwide, nonexclusive license under any Necessary Patent Claims to make, have made, use, import, offer to sell and sell Compliant Portions, together with the right without royalty or fee to sublicense to third parties (a) the right to distribute Compliant Portions through the normal tiers of distribution to end users or to resellers, distributors, dealers and authorized manufacturers and others in the distribution channel, and (b) the right to reproduce Compliant Portions solely in connection with the distribution permitted under paragraph (a) of this definition, provided, however, that the royalty-free provisions shall not apply to Necessary Patent Claims that, if licensed would require payment by licensor to unaffiliated third parties.

"Scope" means the application program interfaces and data structures solely to the extent disclosed with particularity in a Ratified Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect, or communicate as defined within a Ratified Specification. Notwithstanding the foregoing, the Scope does not include: (a) any enabling technologies that may be necessary to make or use any product or portion of any product that complies with the Ratified Specification, but are not themselves expressly set forth in the Ratified Specification (e.g. semiconductor manufacturing technology, hardware architecture, processor architecture or microarchitecture, compiler technology, object oriented technology, basic operating system technology, compression technology, algorithms, and so on); or (b) the implementation of other published specifications developed elsewhere but referred to in the body of the Ratified Specification; or (c) any portions or combinations of any product whose purpose is not required for compliance with the Ratified Specification. For purposes of this definition, the Ratified Specification will include only interconnection requirements and will not include any implementation examples or any information pertaining to the architecture, design or operating principles of any implementations unless such implementation examples or information are expressly identified as being included as part of the Ratified Specification, and provided that the Adopters or Members submitting the Contributions including such implementation examples or information provide their consent to such identification.