

KHRONOS GROUP SDO LIAISON AGREEMENT

This agreement is to establish a cooperative liaison between Khronos and another Standards Development Organization (SDO)

**PLEASE TYPE OR PRINT CLEARLY: THIS IS A LEGAL DOCUMENT
ILLEGIBLE AGREEMENTS CANNOT BE PROCESSED**

Contact for processing this agreement:

COMPANY:	_____
NAME:	_____
EMAIL:	_____
PHONE:	_____

Guidelines for completing this agreement:

1. Work with Khronos to discuss, agree and document the goals and mechanisms for the liaison in Attachments A, B and C.
2. Enter your contact details on this cover page. Have an authorized signatory sign the signature page. If your company requires more than one authorized signatory, duplicate the signature page for each required signature.
3. Mail a copy **OR** email a PDF of the executed agreement to the contact address below.

Contact Details:

Khronos Group Member Services
Khronos Group Inc, 9450 SW Gemini Drive #45043, Beaverton, OR 97008, USA
memberservices@khronos.org
Voice mail: +1 (415) 869-8627

KHRONOS SDO LIAISON AGREEMENT

This Liaison Agreement (“**Agreement**”) is entered into by and between The Khronos Group Inc. (“**Khronos**”), and the undersigned Standards Defining Organization, (“**SDO**”), by and through their authorized representatives as of the Effective Date as defined below.

1. PURPOSE

Khronos and SDO have identified certain areas of mutual interest where both parties believe it would be mutually beneficial to share certain information and to enable cooperation between the two organizations. The parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

2. DEFINITIONS

Throughout this Agreement the following terms when capitalized shall have the following meanings:

“**Documents**” means working documents, drafts and any other information owned by one party and shared with the other party under the terms of this Agreement.

“**Effective Date**” means the later of the last date of signature on the signature page below.

“**Liaison**” means an individual party representative involved in the implementation or execution of this Agreement. Each party's Liaisons are listed in Attachment C, attached hereto and as modified from time to time by mutual written agreement of the parties. By signing Exhibit C, each Liaison acknowledges that they are acting as a representative of the party that appointed them, and not as a representative of their employer, in connection with this Agreement.

3. FRAMEWORK FOR COOPERATION

- 3.1** The parties shall agree on specific areas of mutual interest that they wish to address cooperatively (“**Work Areas**”) and agree to cooperate in good faith until such time as cooperation on Work Areas is no longer needed, or this Agreement earlier terminated. Work Areas shall be described in Attachment A hereto, as modified from time to time by mutual written agreement of the parties.
- 3.2** Each party operates according to its own respective procedural rules which Liaisons agree to follow while participating at the other party. The parties shall agree on specific terms regarding the sharing of Documents, the participation by Liaisons in meetings of the other party and any other pertinent matters (“**Cooperative Framework**”). The Cooperative Framework shall be described in Attachment B hereto, as modified from time to time by mutual written agreement of the parties. All collaborative activities between the organizations will be subject to the terms of this Agreement, however, whether or not described in the Cooperative Framework
- 3.3** In the event that the parties mutually agree to identify one party as a “member” of the other organization, the terms of this Agreement control over any other membership-related terms. This Agreement is the complete and exclusive agreement between Khronos and SDO.

4. DOCUMENTS AND CONFIDENTIALITY

- 4.1** Documents shall only be shared with the other party when the transfer of information is agreed to by both Parties. For the avoidance of doubt, if Liaisons are granted access to Documents under the Cooperative Framework, they shall only share those Documents with members of the other party with the express permission of the sending party. The receiving party may accept or refuse to accept offered Documents at its discretion.
- 4.2** Each party will treat all Documents supplied to it by the other party under this Agreement as being confidential and make them only available to the members of the receiving party, unless specifically designated as non-confidential. The receiving party agrees to protect such confidential information as if it were its own confidential information, and to inform their staff and members of the confidential nature of the information and their obligation to protect the same. If a member that receives such information breaches this obligation of confidentiality, the owner of the confidential information may pursue any available remedy against the party in breach, but neither Khronos nor SDO will have any liability to the other for a breach by a member.
- 4.3** Documents shall be shared on a free of charge basis.

5. INTELLECTUAL PROPERTY

- 5.1** No patent licenses are granted between Khronos and SDO. Further, Khronos and SDO acknowledge that they have no right or authority to commit to any patent licensing on behalf of their respective members. No patent licenses are granted from one party's members to the other party's members as a result of this Agreement.
- 5.2** Unless patent-related issues are expressly addressed in the Cooperative Framework, to mitigate patent-related risks each party agrees to use all reasonable efforts to ensure that technical suggestions and communications made to the other party that may influence or be integrated into a work product of the other party shall be at a high level so as not to include detailed design contributions or work products that may include encumbered contributions from members of the sender's party. Similarly, detailed technical contributions should never be made by a Liaison while representing their party under this Agreement, even if Khronos or SDO is granted membership rights at the hosting party under the Cooperative Framework.
- 5.3** In the event that a Liaison's employer is a member of both parties, Liaisons may make technical design contributions only while representing their employer and the contribution is being made solely on behalf of the employer. The Liaison shall ensure there is clarity regarding which party they are representing when participating in either party's process. If a Liaison does not identify their affiliation, it shall be presumed that their attendance is as a representative of their employer as a member of the hosting party.

6. TRADEMARKS AND COPYRIGHT

- 6.1** Each party grants the other a limited trademark license to use that party's name and logo, and the name and logos of that party's standards, for the sole purpose of engaging in mutually agreed-upon co-marketing or other efforts. A party granting a trademark license under this Agreement will be entitled to immediately terminate such license if it reasonably believes that the licensee is misusing the licensor's mark. Each party agrees to abide by the then-current trademark use policies communicated to it by the other party.

- 6.2** If one party provides a work of authorship to the other, the receiving party has a limited, non-sublicensable copyright license to distribute the work to its members to the limited degree necessary to accomplish the purpose for which the work was provided. Except for this limited license, no copyright licenses are granted between Khronos and SDO.
- 6.3** No specification, software or other work product will be deemed to be jointly owned by either party as a result of this Agreement unless expressly set out in the Cooperative Framework.

7. TERM AND TERMINATION

- 7.1** This Agreement shall remain in force until terminated by either Party.
- 7.2** This Agreement may be terminated (i) at any time without cause by either Party giving not less than thirty days notice to the other Party of its desire to terminate, or (ii) on ten days notice in the case of the breach of a material term by the Party receiving notice, providing that the Party giving notice provides sufficient detail in such notice of the nature of the breach to permit remedy (except that where the breach, by its nature, is not susceptible to remedy, termination shall be effective upon the giving of notice).
- 7.3** Upon termination of the Agreement both parties will deliver to the other or destroy any copies of Documents exchanged under this Agreement.
- 7.4** The rights and obligations set forth in sections relating to Confidential Information, No Warranty and Limitation of Liability and any licensing terms agreed and executed under separate licenses will survive termination of this Agreement.

8. WARRANTY DISCLAIMER

EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

9. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A BREACH OF LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DOCUMENTS BY THE PROVIDERS THEREOF.

10. GENERAL

10.1 Costs

Each party shall pay its own costs and expenses with respect to its activities under this Agreement, and neither party shall have the authority to act on behalf of or to obligate the other party (financially or otherwise) without such party's prior written consent.

10.2 Public Statements

Neither party will make any public statements regarding the purpose of this Agreement or the activities to be performed under it without the approval and consent of the other party.

10.3 Assignment

Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable by the either party without the prior written approval of the other party.

10.4 No Other Rights

No license, rights or title in or to any software or any intellectual property are provided hereunder, either expressly or by implication, estoppel or otherwise, except as expressly provided in this Agreement.

10.5 No Agency

The parties hereto are independent parties, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between the parties hereto. Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

10.6 Notices

Any notices under this Agreement shall be sent by a) registered mail; b) tracked overnight carrier or c) email transmission where the recipient specifically replies to acknowledge receipt.

10.7 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding its choice of laws rules. The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, this Agreement shall be subject to the exclusive jurisdiction of the California state courts of Santa Clara County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California, San Jose), and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

10.8 Complete Agreement

This Agreement constitute the complete and exclusive statement of the agreement between the parties, and supersedes all previous agreements, proposals, oral or written, and all other communications or understandings between the parties relating to the subject matter of this Agreement. Each party acknowledges that it has not relied upon any representation or statement not contained herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the Entity and Khronos hereto.

10.9 Authority to Sign

The persons signing on behalf of Khronos and SDO hereby represent and warrant that they have the appropriate authorization to bind the organization they represent in this Agreement.

KHRONOS SDO LIAISON AGREEMENT SIGNATURE PAGE

<p>Khronos Group 14525 SW Millikan Way #45043, Beaverton, OR 97005-2343, USA</p>	<p style="text-align: right;">_____ SDO</p> <p>_____</p> <p style="text-align: center;">Street address of SDO</p> <p>_____</p> <p style="text-align: center;">City, State, ZIP, of SDO</p> <p>_____</p> <p>Authorized signature in behalf of Khronos Group Inc.</p> <p>_____</p> <p>Printed name of Khronos Representative</p> <p>_____</p> <p>Title of Khronos Representative</p> <p>_____</p> <p>Email address for Khronos Representative</p> <p>_____</p> <p>Date of signature</p>
	<p>_____</p> <p>Authorized signature in behalf of SDO</p> <p>_____</p> <p>Printed name of SDO</p> <p>_____</p> <p>Title of SDO</p> <p>_____</p> <p>Email address for SDO</p> <p>_____</p> <p>Date of signature</p>

ATTACHMENT A WORK AREAS

This section should be completed and agreed and by both parties. Some potential ideas and topics are provided below solely to kickstart that discussion.

Topics of mutual interest and objectives to be covered under this liaison agreement could include: joint development of use cases and requirements, assessing the current state of adopted and de facto standards, collaborative promotion of standards and initiatives, development of best practices and guidelines, informative or normative references from one party's standards to published standards of the other party, identifying the scope of future potential standards that either may choose to develop independently, or which both may develop collaboratively.

Consideration should be given to (a) roles and responsibilities, (b) governance models and joint decision-making process for the project, (c) estimated timelines and (d) expected project deliverables.

If specific desired outcomes are defined, it should be clear whether any obligation to expend any amount of time, effort, or resources to accomplish any particular goals or outcomes is expected.

ATTACHMENT B COOPERATIVE FRAMEWORK

Khronos

< E.g. Khronos will provide SDO with a Non-Profit Membership in Khronos with waived membership fees. Membership privileges will be limited up to two Executive Liaisons and up to two Work Area Liaisons per Work Area as listed in Attachment C. >

SDO

To be completed by SDO

Supplemental Legal Terms (as/if applicable):

If any additional or different legal terms are required, they should be detailed here.

Normative and informative referencing to a complete specification does not typically require a separate copyright license. However, prior to either party incorporating the text of any standard from the other party, in whole or part, both parties should enter into a mutually agreeable copyright license.

In the event that the parties wish to engage in activities to create a joint work product, both parties shall agree on rules set forth in this Cooperative Framework by which creation and ownership of that joint work product shall be governed.

ATTACHMENT C LIAISONS

Executive Liaisons

Primary contacts for oversight of this agreement:

SDO

Name:

E-mail Address:

Phone number:

Signature: _____

Khronos

Name:

Email Address:

Phone Number:

Signature: _____

Work Area Liaisons

If necessary, list Member Liaisons for each Work Area in Attachment A:

SDO

Name:

E-mail Address:

Phone number:

Signature: _____

Khronos

Name:

Email Address:

Phone Number:

Signature: _____