

KHRONOS EMBEDDED CAMERA API EXPLORATORY GROUP NON-DISCLOSURE AGREEMENT

This agreement enables an entity and Khronos to exchange confidential information
with each other and other signatories to this NDA including
Khronos Members and the European Machine Vision Association

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

Contact for processing this NDA:

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

Guidelines for completing this NDA

Enter your company or institution name on this cover page, along with your name, email address.

Have an authorized person sign the signature page of this agreement. If your company requires more than one authorized signatory, duplicate the signature page for each required signature for both copies of the agreement.

Email or mail this agreement to the address below. If mailed, send two signed copies and one completed copy will be returned for your records:

Khronos Group Inc, 9450 SW Gemini Drive #45043, Beaverton, OR 97008, USA

This agreement will become effective when Khronos has acknowledged receipt of the executed agreement.

Questions?

Please contact Khronos Group Management

memberservices@khronos.org

Voice mail: +1 (415) 869-8627

KHRONOS EMBEDDED CAMERA API EXPLORATORY GROUP NON-DISCLOSURE AGREEMENT

This Khronos Embedded Camera API Exploratory Group Non-Disclosure Agreement (“**Agreement**”) is entered into by and between The Khronos Group Inc. (“**Khronos**”), a California Corporation and the undersigned party (“**Participant**”), by and through their authorized representatives effective as of the later of the dates of signature on the signature page below.

1. Background

Khronos and Participant wish to exchange confidential information to enable participation in the Khronos Embedded Camera API Exploratory Group (“**Exploratory Group**”) to enable industry dialog seeking consensus on whether the industry should cooperate to define open, royalty-free interoperability API standards concerning cameras and sensors.

2. Definitions

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

“**Confidential Information**” shall include all technical and non-technical information provided by any party participating in the Exploratory Group to the other Exploratory Group participants, including but not limited to materials generated by (i) Khronos and by Members on behalf of Khronos, (ii) other Exploratory Group members; and (iii) Participant, and not specifically designated as non-Confidential by the providing party, including all versions and revisions of draft specifications and any passwords and minutes provided to Participant, Khronos or other Exploratory Group members under this agreement. Notwithstanding the above, Confidential Information will not include any information that is (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the receiving party; (e) generally made available to third parties by the disclosing party without restriction on disclosure; or (f) disclosed in furtherance of an order to disclose issued by a court of proper jurisdiction; provided, however, in such instance, the party having received the Confidential Information will provide prompt notice to the other party in order to facilitate that party’s legal intercession.

“**Member**” means an entity that has executed a Khronos membership agreement and has not withdrawn its membership.

3. Purpose

All parties hereby agree to conform to all of the applicable terms and conditions set forth in this Agreement.

4. Confidential Information

4.1 Confidentiality Obligation

All parties will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances and will not disclose the Confidential Information except as necessary for its authorized participants to evaluate and comment thereon. Both parties will mark any copies it makes of such Confidential Information “Strictly Confidential,” or with a similar legend and shall reproduce all copyright notices and disclaimers contained in the Confidential Information. Unless the parties agree otherwise, this obligation of confidentiality will expire two (2) years from the date of disclosure.

4.2 Return of Confidential Information

Upon termination, all parties will destroy or return to the other party all tangible copies of Confidential Information that are in its possession.

5. General

5.1 Assignment

Neither this Agreement nor any rights or obligations under this Agreement, in whole or in part, are assignable or otherwise transferable by one party without the prior written approval of the other, provided however, that this Agreement may be assigned by one party to a purchaser of all, or substantially all, of that party's business or assets, whether by merger, sale of assets, sale of stock, or otherwise without such approval.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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 Participant and Khronos hereto.

5.7 No Warranty

ALL PARTIES ACKNOWLEDGE THAT ALL INFORMATION PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY SPECIFICATIONS AND CONTRIBUTIONS, ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, SECURITY, SATISFACTORY QUALITY, NON-INFRINGEMENT INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, FITNESS FOR ANY PARTICULAR PURPOSE, ERROR-FREE OPERATION, OR ANY WARRANTY OR CONDITION OTHERWISE ARISING OUT OF ANY PROPOSAL, CONTRIBUTION, SPECIFICATION, OR SAMPLE.

5.8 Limitation of Liability

IN NO EVENT WILL ANY EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY, CONDITION OR OTHERWISE, ARISING IN ANY WAY IN RELATION TO THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

5.9 Termination

Either party may terminate this Agreement at any time upon written notice to the other party. Promptly after such termination, all obligations of Participant and Khronos under this Agreement will terminate, and both parties will return or destroy all materials provided by the other party pursuant to this Agreement. Notwithstanding the foregoing, the rights and obligations set forth in Sections 4 (Confidential Information), 5.7 (No Warranty) and 5.8 (Limitation of Liability) will survive termination of this Agreement.

5.10 Authority to Sign

The person signing on behalf of Participant hereby represents and warrants that he/she has the appropriate authorization to bind the Participant in this Agreement.

KHRONOS EMBEDDED CAMERA API EXPLORATORY GROUP NON-DISCLOSURE AGREEMENT SIGNATURE PAGE

For Khronos Group

9450 SW Gemini Drive #45043,
Beaverton, OR 97008, USA

For Participant

Entity Name

Street address

City, State, ZIP, Country

Authorized signature

Authorized signature

Printed name

Printed name

Title

Title

Email address

Email address

Date of signature

Date of signature