

## **KHRONOS GROUP REVIEWERS AGREEMENT**

**This agreement enables a company, academic institution,  
government institution or person to Review a draft Khronos Specification**

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

**Contact for processing this agreement and arranging payment:**

<b>COMPANY:</b> _____
<b>NAME:</b> _____
<b>EMAIL:</b> _____
<b>PHONE:</b> _____
<b>FAX:</b> _____

### **Guidelines for completing this agreement:**

1. Download and print TWO copies of this agreement and fill out both copies. Enter your company or institution name on this cover page, along with your name, email address and fax number if you require fax communication.
2. Tick the specification(s) that you will be reviewing and have an authorized person sign the signature. If your company requires more than one authorized signatory, duplicate the signature page for each required signature for both copies of the agreement.
3. Mail two signed copies of this agreement to the address below. One completed copy will be returned for your records:

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

**OR** email a PDF of the executed agreement to **finance@khronos.org**.

Your **Reviewer Privileges** will commence when Khronos has received the executed agreement. If time is of the essence, we may be able to activate your privileges upon receipt of a faxed signature page, but you should still send the full agreement as specified above.

### **If you have questions please contact:**

Khronos Group Management  
finance@khronos.org  
Voice mail: +1 (415) 869-8627  
Fax: +1 (707) 202-0030

# KHRONOS REVIEWERS AGREEMENT

This Khronos Reviewer Agreement ("**Agreement**") is entered into by and between The Khronos Group Inc. ("**Khronos**"), and the undersigned party ("**Reviewer**"), by and through their authorized representatives as of the Effective Date as defined below.

## 1. BACKGROUND

A. Khronos is using diligent efforts to create open standard specifications to enable market growth in the embedded and mobile industries. Khronos wishes to receive feedback on Draft Specifications from Reviewer to further this goal;

B. Reviewer wishes to review Draft Specifications and other information contained in a Reviewer's Package and provide verbal or written feedback to Khronos to assist in improving the Draft Specifications.

## 2. DEFINITIONS

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

"**Confidential Information**" shall include the Reviewer's Package and all other materials generated by Khronos and by Members on behalf of Khronos, and not specifically designated as non-Confidential by Khronos, including of all versions and revisions of Draft Specifications and any passwords and minutes provided to Reviewer 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 employees of 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 Reviewer having received the Confidential Information will provide prompt notice to Khronos in order to facilitate Khronos' legal intercession.

"**Contribution**" means verbal or written information submitted to Khronos for the purpose of consideration and adoption by Khronos for inclusion in a Draft Specification.

"**Draft Specification**" means any version or revision of the specifications produced by a Khronos working group that are ticked on the signature page before Ratification.

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

"**Member**" means an entity that has executed the Khronos Contributor Associate Agreement or the Khronos Promoters Participation Agreement and has not withdrawn its membership.

"**Residuals**" means information in non-tangible form which may be retained in the minds of persons who have had access to the Reviewer's Package, including ideas, concepts, know-how or techniques contained therein.

"**Ratification**" means Khronos approving a Draft Specification for public release.

"**Ratified Specification**" means a specification after Ratification.

"**Reviewer's Package**" means the collection of documentation provided to enable Reviewer to provide Contributions to Draft Specifications to Khronos.

### 3. PURPOSE AND SCOPE

Reviewer hereby agrees to conform to all of the applicable terms and conditions set forth in this Agreement and Attachment A (Khronos Group Reviewer Intellectual Property Rights Policy) which is incorporated herein and made a part hereof.

### 4. CONFIDENTIAL INFORMATION

#### 4.1 Reviewer's Contributions Not Confidential

Reviewer's Contributions are not confidential and Khronos Members are free to use these Contributions for any purpose and disclose such Contributions to each other and any third parties. Contributions, once accepted by Khronos, may not be withdrawn. Prior to any Contribution being incorporated into a Draft Specification, Reviewer grants to Khronos a license under that Reviewer's trade secrets and copyrights incorporated in that Contribution, to use that Contribution to develop Draft Specifications for which the Reviewer made the Contribution.

#### 4.2 Confidentiality Obligation

Reviewer 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 (other than the Reviewer's Contributions) except as necessary for its employees to evaluate and comment thereon. Reviewer will mark any copies it makes of such Confidential Information "Khronos Confidential," "Khronos Proprietary" 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 to Reviewer.

#### 4.3 Return of Confidential Information

Upon Termination, Reviewer will destroy or return to Khronos all tangible and intangible copies of Confidential Information that are in its possession.

#### 4.4 Residuals

Reviewer is free to use for any purpose the Residuals resulting from access to or work with the Reviewer's Package provided that it maintains the confidentiality of the Reviewer's Package as provided herein. Reviewer has no obligation to limit or restrict the assignment of persons with access to Reviewer's Package or to pay royalties for any work resulting from the use of the Residuals. However, the foregoing does not grant a license to any patents or copyrights held by Khronos or Khronos Members.

### 5. TRADEMARKS

#### 5.1 Non-assertion of Rights in Marks

Reviewer agrees not to assert against Khronos or any Member any trademark, trade name, or similar rights it may have now or may obtain in the future in the names Khronos, DevU, OpenCL, StreamInput, WebGL, WebCL, COLLADA, OpenKODE, OpenVG, OpenVX, OpenSL ES and OpenMAX, glFX, glTF, ASTC and any other marks obtained or licensed by Khronos in the future, provided that Khronos applies for such future marks in good faith and not to the detriment of Reviewer ("**Marks**"). Reviewer will not use or adopt any trademarks for any product, service, or specification likely to cause confusion with the Marks.

#### 5.2 Use of Trademarks

Reviewer agrees to comply with any trademark usage guidelines that Khronos may issue from time to time, including restrictions of use of Marks for products to be tested for compliance with Ratified Specifications with conformance tests defined by Khronos.

### **5.3 SGI Marks**

Silicon Graphics, Inc. owns all right, title, and interest to the marks "OpenML", "OpenGL," and "OpenGL ES" and has registered or has filed an application to register "OpenGL" in numerous countries worldwide including the United States, and has registered "OpenML" with the U.S. Patent and Trademark Office.

## **6. GENERAL**

### **6.1 Assignment**

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

### **6.2 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.

### **6.3 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.

### **6.4 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.

### **6.5 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.

### **6.6 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 Reviewer and Khronos hereto.

### **6.7 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, NONINFRINGEMENT 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.

### **6.8 Limitation of Liability**

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY 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.

### **6.9 Termination**

Either party may terminate this Agreement at any time upon written notice to the other party. Promptly after such termination, all obligations of Reviewer and Khronos under this Agreement will terminate and Reviewer will return or destroy all materials provided by Khronos to Reviewer pursuant to this Agreement. Notwithstanding the foregoing, the rights and obligations set forth in Sections 4 (Confidential Information), 5 (Trademarks), 6.7 (No Warranty) and 6.8 (Limitation of Liability) and Attachment A (IP Licensing) will survive termination of this Agreement.

### **6.10 Authority to Sign**

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

# KHRONOS REVIEWERS AGREEMENT SIGNATURE PAGE

<b>Khronos Group</b> 9450 SW Gemini Drive #45043, Beaverton, OR 97008, USA	_____ (“REVIEWER”)
_____	_____
Authorized signature in behalf of Khronos Group Inc.	Authorized signature in behalf of Reviewer
_____	_____
Printed name of Khronos	Printed name of Reviewer
_____	_____
Title of Khronos	Title of Reviewer
_____	_____
Email address for Khronos	Email address for Reviewer
_____	_____
Date of signature	Date of signature

<b>Draft Specifications for Review by Reviewer:</b>		
<input type="checkbox"/> OpenGL   OpenGL ES   WebGL   OpenCL   WebCL		<input type="checkbox"/> OpenGL SC
<input type="checkbox"/> OpenVG	<input type="checkbox"/> OpenMAX   OpenSL ES	<input type="checkbox"/> EGL
<input type="checkbox"/> StreamInput	<input type="checkbox"/> OpenVX	<input type="checkbox"/> COLLADA
<input type="checkbox"/> OpenML	<input type="checkbox"/> OpenWF	<input type="checkbox"/> OpenKODE

# ATTACHMENT A

## KHRONOS GROUP REVIEWER

### INTELLECTUAL PROPERTY (“IP”) RIGHTS POLICY

#### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party to this agreement, so long as such Control exists.

“**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.

“**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.

“**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 Reviewer or its Affiliates has the right to grant licenses in accordance with the terms and conditions of this Attachment A at any time during the term of the Agreement, 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.

“**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.

“**Reviewer**” means any entity that has signed the Khronos Draft Specification Reviewers Agreement to which this Attachment A is attached.

“**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 Reviewer or Members submitting the Contributions including such implementation examples or information provide their consent to such identification.

## **2. LICENSES**

### **2.1 Copyright License**

Reviewer grants to Khronos a worldwide, irrevocable, non-exclusive, non-transferable, royalty free copyright license for any Draft Specification on the date of Ratification to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of Reviewer solely for the purposes of developing, publishing and distributing Ratified Specifications and related materials, as well as products based on such documents.

### **2.2 Grant of Limited Patent License**

For any Contributions that are incorporated into a Ratified Specification, Reviewer, and its Affiliates, agrees to grant to each of Khronos, Khronos Members and Reviewers that are not excluded from entering into a license for Ratified Specification according to the Khronos Participation Agreement ("**Licensees**") and any Licensee Affiliates, a Reciprocal License on the date of Ratification. Such Reciprocal License is granted whether or not the any licensor ever had any knowledge of the existence of such Necessary Patent Claims.

### **2.3 Reciprocal Grant**

This grant of the Limited Patent License to any individual Licensee is subject to the Reviewer receiving in return a Reciprocal License from the Licensee and its Affiliates.

### **2.4 Defensive Suspension**

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.

## **3. DISCLOSURE**

### **3.1 No Khronos Disclosure Necessary**

Khronos shall not be responsible for identifying patent rights for which a license may be required, or for conducting inquiries into the legal validity or scope of those patents that are brought to its attention.

### **3.2 No Member Disclosure Necessary**

A Reviewer is not required to disclose a Necessary Patent Claim if the Reviewer commits to license such Necessary Patent Claim according to the terms and conditions of the Reciprocal License.