

HDR Gaming Interest Group

1. The Purpose of this Agreement. This Agreement sets forth the terms under which I will participate in the development of the Output. The HDR Gaming Interest Group (“HGIG”) is a group of interested parties collaborating on promotion of HDR and visual display best practices in the gaming and TV/display industries. HGIG is not a standardization group. HGIG may seek to establish liaisons with standard development organizations (“SDOs”) so that such SDOs develop relevant standards. Capitalized terms are defined in the Agreement’s last section.

HGIG will focus on the following tasks in particular (collectively, the “Purpose”):

- Promoting HDR gaming best practices to game developers, game platforms, TV/Display OEM’s as well as in various SDOs and consortia;
- Aligning, harmonizing and coordinating of HGIG development and related standard developments in various SDOs;
- Seeking to avoid fragmentation of gaming HDR implementations across game developers, gaming platforms, and TV and Display manufacturers by promoting careful and limited profiling of HDR game content processing and handling (standards being created by several SDOs) and by promoting the use of common profiles across industry and various standard organizations; and
- Facilitating distribution of best practice guidelines, and technical demo samples to evangelize, and demonstrate the usability and completeness of the HGIG best practices.

HGIG will NOT perform the following tasks in particular:

- Establish itself as an industry standards body or create or enforce their own standards or requirements outside of existing SDOs;
- Charge membership fees;
- Require the sharing or disclosure of specific implementation and IP from its members and non-members; or
- Require or enforce implementation of best practices from members and non-members.

2. Additional Participants. If I wish to invite new parties to enter into this Agreement, I must first provide all parties who have already entered into this Agreement with written notice of my desire to invite the specified party. If no objections to my invitation are raised within 14 days of my sending that written notice to all such parties, I may extend the invitation. In addition, if all then current members respond in writing (email acceptable) that they have no objection to such new party before such 14 day period ends, I may extend the invitation. Upon such new party executing this Agreement, such new party becomes a member to HGIG.
3. Copyright. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute any Contribution to the full extent of my copyright interest in the Contribution.

4. No Other Rights. No express or implied patent, trademark, or other property rights are granted under this Agreement, including by implication, waiver, or estoppel.
5. Attribution. You may not use my name in connection with any Output, any particular Contribution, or participation in the HGIG (including, without limitation, being listed as a member, participant, supporter, affiliate, potential implementer, or contributor), without my express prior written authorization (email acceptable). Any distributions of the Output to third parties will include a disclaimer materially similar to the following: "This is a document made available by [authorized party names]. The technology embodied in this document may be subject to patent rights, including patents owned by such companies. No patent license, either implied or express, is granted to you by this document. This document is provided on an as-is basis without any warranty whatsoever."
6. Antitrust Compliance. I acknowledge that I may compete with other participants, that I am under no obligation to provide Contributions or implement the Output, that each participant is free to develop competing technologies and standards, that this Agreement is not intended to provide any advantages to any party that would conflict with relevant antitrust law, and that each party is free to license its patent rights to third parties, including for the purpose of enabling competing technologies and standards.
7. Non-Circumvention. I agree that I will not intentionally take or willfully assist any third party to take any action for the purpose of circumventing any provisions of this Agreement.
8. Non-Confidential. I agree that Contributions are non-confidential and non-proprietary information, regardless of any markings to the contrary included thereon.
9. Representations and Warranties. I represent and warrant that 1) I am legally entitled to grant the rights set forth in this Agreement, and 2) I will not include (or knowingly include in the case of intellectual property rights other than copyright) any third party intellectual property in any Contribution unless that intellectual property is available under terms that do not conflict with this Agreement.
10. Disclaimers. MY CONTRIBUTIONS ARE PROVIDED "AS IS." I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to any Contribution. The entire risk as to implementing or otherwise using the Contribution is assumed by the Contribution implementer and user. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
11. Termination. I may terminate my participation in this Agreement by notifying the other then-current members (email acceptable). Grants provided by Me under this Agreement shall survive termination of this Agreement.

12 Definitions.

12.1 Agreement. "Agreement" means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for my Contributions to the Output.

12.2. Contribution. "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that I intentionally submit for inclusion in the Output. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and improving the Output, but excluding communication that I conspicuously designate in writing as not a contribution.

12.3. Control. "Control" means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

12.4. I, Me, or My. "I," "me," or "my" refers to the organization signatory below and any entity it Controls.

12.5. Output. "Output" means a Contribution or collection of Contributions produced subject to this Agreement for the Purpose and made available to the public at the HGIG website. For the purpose of sections 5, 6 and 12.1, "Output" shall include the original HGIG guidelines provided by Microsoft Corporation and Sony Interactive Entertainment, Inc.

12.6. You or Your. "You," "you," or "your" means any person or entity who exercises copyright rights granted under this Agreement, and any person or entity You Control.

By: _____

(Authorized Signature)

(Print Name)

(Organization)

Date: _____