



**NETWORK OF INTELLIGENT CAMERA ECOSYSTEM (NICE)  
ADOPTER AGREEMENT**

This NICE Adopter Agreement (“Adopter Agreement”) is entered into on [dd mm yyyy] (“Effective Date”) by and between \_\_\_\_\_ (“LE”), as a licensing entity and the “Adopter” named below (“Adopter”).

Adopter Name	
Name of Contact Person	
Contact Person’s Phone No., Address, Fax No., E-mail address	
Location of Principal Office	
State or Country of Incorporation	
Year of Incorporation	
Legal Contact Name:	
Legal Contact’s Phone No., Address, Fax No., E-mail address:	

WHEREAS, the Promoters hereto wish to encourage broad industry adoption of the Publicly Licensed Specification (as defined in paragraph 1.21 below) and wish to make available licenses under the same condition on reasonable and nondiscriminatory terms.

WHEREAS, for serving the platform that Licensed Products may be manufactured, Scenera, Inc., Nikon Corporation, Sony Semiconductor Solutions Corporation, Wistron Corporation and Hon Hai Precision Industry Co., Ltd (“Promoters”) have developed a cloud-based software API, security and middleware specification for Network of Intelligent Camera Ecosystem (“NICE”). And then they have established a licensing entity (“LE” as defined in paragraph 1.18 below) for the purpose above-mentioned.

WHEREAS, Adopter may have a license by LE to make, use, sell and otherwise distribute Licensed Products pursuant to terms set forth herein.

Now therefore, Adopter and LE agree as follows:

**AGREEMENT**

**1. DEFINITIONS**

1.1 “Adopter” means the Executing Entity and shall include its Subsidiaries.

1.2 “Affiliate” means any entity that is directly or indirectly controlled by, under common control with, or that controls the subject party. 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 the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is greater than fifty percent (50%).

1.3 “Compliant Portion” means those portions of a product in any field of use (hardware, software or combinations thereof) that are compliant with the Publicly Licensed Specification (as applicable to such portions).

1.4 “Compliance Rule” means the requirements listed in Annex G entitled “Compliance Rules” under this Adopter Agreement with respect to Licensed Product.

1.5 “Confidential Information” means any and all information relating to this Adopter Agreement that is marked “Confidential” when disclosed in written form or indicated as confidential or proprietary to the discloser when disclosed orally, and confirmed by the discloser in writing within thirty (30) days to be Confidential Information, provided, however, that items listed in Annex F shall be treated as “Confidential Information” regardless of whether or not they are marked “Confidential” .

1.6 “Contributor” means a party that has executed a Contributor Agreement to review and potentially make comments on the NICE draft specifications, and who or its Subsidiary probably has Necessary Claims with respect to the Contribution. Such Necessary Claims shall be licensed to Adopters and Developers subject to reasonable and non-discriminatory terms and conditions.

1.7 “Contribution” means any or all elements of Suggestions that Promoters intend to incorporate into the Publicly Licensed Specification. “Suggestions” mean communications, comments or suggestions arising out of or relating to the Publicly Licensed Specification.

1.8 “Contributor Agreement” means a NICE Contributor Agreement.

1.9 “Deliverables” means any document and/or data listed in Annex E entitled “Deliverables” that is provided by LE to Adopter that has entered into this Adopter Agreement.

1.10 “Developer” means an entity that has executed a Developer Agreement that remains in effect and shall include its Subsidiaries.

1.11 “Developer Agreement” means an agreement between LE and a developer or a service provider of NICE application and services.

1.12 “Device Certificate” means a public key certificate that is paired with corresponding DevicePrivateKey as defined in the Publicly Licensed Specification.

1.13 “Device Key” means DevicePrivateKey and DeviceTLSPrivateKey both of which are contents of Device Security Object.

1.14 “Device Security Object” means a data object that contains cryptographic values, Device Keys and other data fields as defined in the Publicly Licensed Specification.

1.15 “Executing Entity” shall mean the entity named on Page 1 of this Adopter Agreement on the field of “Adopter Name.”

1.16 “Fellow Adopter” means any entity (including Adopter), which has executed an Adopter Agreement that remains in effect with LE in order to use and implement any Publicly Licensed Specification licensed pursuant to such Adopter Agreement and shall include its Subsidiaries.

1.17 “Highly Confidential Information” means specific Confidential Information relating to this Adopter Agreement and Deliverables, which are listed in Annex F as Highly Confidential Information.

1.18 “LE” means a licensing and administration body established for the purpose of promoting the Publicly Licensed Specification.

1.19 “Licensed Product” means a product that is qualified for use of the NICECAM and NICE logo trademarks, and that is compliant with a mandatory part of the Publicly Licensed Specification and Compliance Rules.

1.20 “Necessary Claims” shall mean those claims of all patents, and patent applications to the extent such applications issue as patents, throughout the world, which an entity or any of its Subsidiaries own and has the right, at any time during the term of this Agreement, to grant licenses of the scope granted herein, and which are necessarily infringed in order to implement and comply with the Publicly Licensed Specification, where such infringement could not have been avoided by another non-infringing implementation of such Publicly Licensed Specification (a party claiming contribution of a Necessary Claim shall have the burden of proof to establish that a claim falls within the scope of this clause).

1.21 “Publicly Licensed Specification” means documents listed in Annex D as adopted by the Promoters; provided that the Publicly Licensed Specification shall not include (i) any implementation examples unless such implementation examples are expressly identified in the Publicly Licensed Specification as being “licensed” under terms of this Agreement, and (ii) any feature, specification, protocol, interface, item or other element that is labeled or otherwise identified as “not licensed.”

1.22 “Security Checklist” means a checklist to confirm whether or not a product satisfies requirements related to security as defined in Publicly Licensed Specification and Compliance Rules.

1.23 “Subsidiary” means (i) any entity that is directly or indirectly controlled by the Executing Entity and (ii) any other Affiliate of the Executing Entity designated in writing and notified to LE by such Executing Entity to benefit and be bound by this Adopter Agreement. 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 the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be a Subsidiary only so long as such ownership or control exists and is greater than fifty percent (50%).

1.24 “Trademarks” shall have the meaning assigned in Section 5, herein.

1.25 “Trademark Guidelines” mean a document titled Logo Guideline and other written terms concerned about proper use of Trademarks.

## **2. LICENSES**

### **2.1 Limited Patent Licenses.**

(a) To Adopter. Subject to the terms and conditions of this Adopter Agreement and the timely payment of any fees to LE, upon the Effective Date of this Adopter Agreement, LE, hereby grants to Adopter a nonexclusive, non-sublicensable, non-transferable, worldwide patent license under the Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of Licensed Products; provided that such license shall not extend to any part or function of a product in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion. Further, any patent license granted under this section includes a provision that provides in the event Executing Entity or its Subsidiary initiates or becomes an adverse party to a legal action against a grantor of such license (or any of its Subsidiaries) for patent infringement on account of the manufacture, use, sale, offer for sale, importation, distribution, or other disposition or promotion of the grantor's (or its Subsidiary's) Licensed Products based on a Necessary Claims of Executing Entity or its Subsidiary, then said grantor alone or with some or all of its Subsidiaries, at such grantor's option may suspend its or their license grant and any other rights provided herein by such grantor to such Adopter. Adopter understands and agrees that it has no license to patent claims other than Necessary Claims.

(b) By Adopter. Upon the Effective Date of this Adopter Agreement, Executing Entity hereby agrees and shall cause each of its Subsidiaries agree, subject to reasonable and non-discriminatory terms and conditions, to grant a nonexclusive, non-sublicensable, non-transferable, worldwide patent license under the Necessary Claims solely to make, have made, use, import, and directly and indirectly, offer to sell, sell and otherwise distribute and dispose of Licensed Products by Adopter to Fellow Adopters and Developers, provided that such license shall not extend to any part or function of a product in which a Compliant Portion is incorporated but that is not itself part of the Compliant Portion.

2.2 Defensive Suspension by Adopter. If a Fellow Adopter or a Developer (for the avoidance of doubt, including any Subsidiaries included therein) initiates or becomes an adverse party to a legal action against Executing Entity or its Subsidiary(-ies) for patent infringement involving a Licensed Product based on a Necessary Claim of such Fellow Adopter or such Developer, Executing Entity alone or with some or all of its Subsidiaries, at Executing Entity's option, may: (i) have LE suspend the license by Executing Entity and its Subsidiaries to such a Fellow Adopter or such a Developer; or (ii) suspend its or their covenant to license Necessary Claims that are owned or licensable by itself and its Subsidiaries under Section 2.1(b) with respect to such a Fellow Adopter or such a Developer.

2.3 Challenge to Necessary Claims. If an Adopter challenges or causes any third party challenge the validity or enforceability of any Necessary Claim in any jurisdiction in a court, patent office or other official action, such claims shall be excluded from the Necessary Claims licensed to the Adopter under this Agreement, and the patent holder may seek all remedies for the infringement of such claims by the Adopter, including injunctive relief, without reference to this Agreement.

### **3. FEES**

3.1 General. All current fees (as adjusted, "Fees") are listed in Annex C. Device Security Object Royalty is required for usage of Device Security Object and Device Certificate Fee is required for usage of Device Certificate. Fees shall not be refunded for any reason. Fees shall be paid by Adopter as follows;

(i) Annual Fee; Within thirty (30) days of the Effective Date, Adopter shall pay to LE a nonrefundable sum in the amount of the Annual Fee. Upon each anniversary of the Effective Date, or such other date such as the first of the year as specified by LE, LE shall send an invoice to Adopter. Adopter shall pay LE the Annual Fee for the following year (with a credit for any overlapping period) within 30days from receiving the invoice.

(ii) Device Security Object Royalty; Adopter shall pay for Device Security Objects. Upon receipt of the payment, LE will issue Device Security Object.

(iii) Device Certificate Fee; Adopter shall pay for enabling the Device Certificate. Upon receipt of the payment, LE will activate Device Certificate.

3.2 Amendment to Fees. LE may, through at least thirty (30) days' notice to Adopter, modify the Annual Fee, Device Security Object Royalty and/or Certificate Fee.

#### **3.3 Payments**

a. Money. All Fees shall be paid to LE or to its order in United States dollars by wire transfer or such other means as LE may reasonably specify. If Adopter is required by law to make any withholding from Fees due to LE, it may make such withholding but shall provide LE, at the time of payment, with evidence of such withholding adequate to permit LE or its assignee to claim relevant tax credits under applicable treaties.

b. Taxes. Fees are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Adopter must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Adopter Agreement and

which LE is permitted to collect from Adopter under applicable law. Adopter will be responsible for any applicable stamp taxes and for all other taxes that Adopter is legally obligated to pay including any taxes that arise on the distribution or provision of services to Executing Entity's Subsidiaries. LE will be responsible for all taxes based on its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on LE's or other's property ownership. If any taxes are required by law to be withheld on payments Adopter makes any withholding from fees due to LE, Adopter may deduct such taxes from the amount owed to LE and pays them to the appropriate taxing authority; provided, however, that Adopter promptly secures and delivers an official receipt for those withholdings and other documents LE reasonably requests to claim a foreign tax credit or refund. Adopter must ensure that any taxes withheld are minimized to the extent possible under applicable law.

#### **4.REVOCATION**

4.1. General. The Publicly Licensed Specification includes means by which the Device Certificate of certain device may be invalidated, rendering such a device that have corresponding DevicePrivateKey with invalidated Device Certificate unable to be authenticated by NICE LA (generally, "Revocation" or "Revoked"). "NICE LA" means NICE License Authority server as defined in Publicly Licensed Specification.

4.2 Revocation Criteria. LE may revoke a Device Certificate when it is required to do so pursuant to Section 4.2 (iv) or it has otherwise been determined, pursuant to the procedures set forth in the Section 4.3, that one or more of the Revocation Criteria have been satisfied or as provided in the last sentence of section 4.4. The "Revocation Criteria" mean the criteria below:

- (i) a Device Key has been cloned and such Device Key is found in more than one device or product;
- (ii) a Device Key has been lost, stolen, intercepted or otherwise misdirected, or made public or disclosed in violation of an Adopter Agreement ("Leaked");
- (iii) LE reasonably finds that a Device Key is subject to imminently be Leaked on the basis that:
  - (a) it correlates to a specific unit of a Licensed Product that has a confirmed vulnerability (provided that such vulnerability is not the result of defects of the NICE Technology or any aspect of NICE Technology) for which a concrete exploit can be demonstrated in which such Device Key can be Leaked, and LE reasonably finds that such vulnerability is likely to imminently be so exploited by unauthorized parties to Leak such Device Key ("NICE Technology" means the technology and methods developed by the Promoters and described in the Publicly Licensed Specification including, without limitation, the technology and methods for authentication, encryption, decryption, encryption key management, encryption system renewability, Data Pipeline, NICE Account Service, NICE Data Service, NICE License Authority, and the Device Keys),

provided that; if the Adopter objects to the notice pursuant to Section 4.3.2, then in an arbitration pursuant to Section 4.3.3 and Annex B, Revocation shall not be required unless the arbitrator finds, in addition to the foregoing, that the vulnerability is an implementation vulnerability in violation of the Compliance Rules. The finding by the arbitrator on the issue of whether Adopter's implementation vulnerability is in breach of the Compliance Rules shall be binding only as to Revocation and shall not be admissible by Adopter or LE in any subsequent litigation concerning other remedies for alleged breaches of the Compliance Rules; or

- (b) there has been a violation of the requirements of Section 9 for handling of Highly Confidential Information defined in Annex F, through which violation LE reasonably finds it likely that such Device Key imminently will be Leaked. Prior to giving the fifteen (15) days' notice required under Section 4.3.2, LE must give Adopter ten (10) days' advance notice of its intent to issue such a Revocation notice, setting forth the basis for a good faith belief that the threat of imminent being Leaked under the circumstances of (ii) above exists ("Advance Notice"). During such Advance Notice period, Adopter may provide information in its possession that refutes information in the Advance Notice, which LE shall consider prior to giving actual notice of initiation of the Revocation process; or
- (iv) LE is required to revoke a Device Certificate by a court order, or other competent government authority.

#### 4.3 Revocation Process.

4.3.1 General. LE shall exercise the following process;

- (i) Notice and Investigation.
- (ii) Arbitration

##### 4.3.2 Notice and Investigation.

Notice. LE shall notify a fact which satisfies the applicable Revocation Criteria ("Incident") to relevant Adopter with request to respond about such Incident within fifteen (15) days after receiving the notice. If Adopter finds such Incident, the Adopter shall notify such Incident to LE immediately.

Investigation. Adopter shall reasonably cooperate with LE within this time frame (i) for identifying Licensed Products with which such Device Key are associated or stating that such Device Key were not included in any product manufactured, sold or otherwise distributed by Adopter and (ii) confirming whether the Incident satisfies applicable Revocation Criteria.

##### 4.3.3 Arbitration.

Except 4.2(iv), if Adopter and LE do not agree with practicing revocation, each of them may request an arbitration by a third party.

Arbitration process is described in Annex B.

4.4 Remedies. LE shall not have any liability with respect to any Revocation, and no compensation shall be made to Adopter, except that if LE determines that a Revocation was performed by LE, LE through gross negligence or by willful misconduct, at the request of Adopter, shall, at LE's discretion, (a) rescind the Revocation through substantially the same means as were used to effect the Revocation, (b) provide for compensation to Adopter for each of its affected devices in an amount equal to the least of (i) the fair market value of each device, (ii) the cost of reworking each device to incorporate a new Device Security Objects, (iii) \$25 per device, or (c) provide for an alternative method of remedial action that LE determines appropriate to the particular circumstances of the Revocation.

## **5. TRADEMARKS**

5.1 Trademarks License. Adopter shall be allowed to use the name "NICECAM", "NICECAM" and "NICE" logos ("Trademarks") in accordance with this section.

5.2 Non-assert. Adopter hereby agrees not to assert against either any Developer any Fellow Adopter, or any Contributor similar rights to Trademarks it may have now or hereafter when they are used to identify or refer to the Publicly Licensed Specification and Licensed Products. LE may in the future create, use and seek appropriate protection for additional trademarks, trade names, logos, trade dress and the like (all such trademarks and the like also being "Trademarks") for identifying or referring to the Publicly Licensed Specification and products containing Licensed Products.

5.3 No Obligations to Use Trademarks. Adopter is not obligated to use any of the Trademarks on any product, advertising, or on any other material regarding products which implement and comply with Publicly Licensed Specification in any manner.

5.4 Proper Use of Trademarks. Adopter hereby agrees that, to the extent it uses the Trademarks, it shall only use the Trademarks in accordance with any applicable Trademark Guidelines and only use them for the purpose of stating that Licensed Product has an authentication by LE or, branding and promotion that shall promote to encourage broad industry adoption of the Publicly Licensed Specification. Adopter shall not use or adopt any trademarks for any product, service or specification likely to cause confusion with the Trademarks. Prior to an Adopter's use of "NICECAM" logo and prior to mass producing and/or distributing (either directly or indirectly whether through a manufacturing contractor) of a product incorporating a Compliant Portion, each of such Adopters shall practice requirements defined in Section 6.2, Section 6.3 and Annex A.

## **6. COMPLIANCE RULES/ COMPLIANCE TESTING/ SECURITY AUDIT**

6.1 Compliance Rules. Adopter shall comply with Compliance Rules.

6.2 Compliance Testing. In order to foster interoperability, Adopter may obtain a test tool approved by LE ("Conformance Test Tool") from third parties designated by LE, which shall represent the compliance testing required for products incorporating Compliant Portions.

Each Adopter shall be solely responsible for ensuring that its product that incorporates Compliant Portions complies with the Publicly Licensed Specification, functions correctly and interoperates with other device compliant with Publicly Licensed Specification. The Adopter shall submit the Statement of Conformance after the product passes all compliance testing by the time purchasing Device Security Object pursuant to Annex A. Each Adopter shall be responsible for its expenses related to such compliance testing.

6.3 Security Audit. LE provides Security Checklist. For obtaining Device Security Object and activating Device Certificate, Adopter agrees to complete and to submit the Security Checklist after a product passes all compliance testing by the time purchasing Device Security Object pursuant to Annex A.

## **7. TERM /TERMINATION**

7.1 Term. This Adopter Agreement shall begin on the Effective Date and shall continue for a period of five (5) years after which time it will be automatically renewed for an additional term of five (5) years unless Adopter provides written notice of termination to LE not later than sixty (60) days prior to the expiration of the initial term. Notwithstanding the foregoing, during the effective period of this Adopter Agreement, Adopter shall have the right to terminate this Adopter Agreement (i) at any time upon at least ten (10) days' written notice to LE, or (ii) in the event of a change to Publicly Licensed Specification and Compliance Rules under this Adopter Agreement if LE notifies thirty (30) days prior to effective date when Adopter would have to comply with the change under Section 10.1.

7.2 Termination for Breach or Other Causes.

This Adopter Agreement may be terminated by a thirty(30)-days' written notice to Adopter by LE (and such termination shall be effective upon the expiration of that thirty(30)-day period) in the event that Adopter: (i) materially breaches any of its obligations hereunder and fails to remedy such breach within thirty(30)-days after the written notice specifying such breach, or (ii) repeatedly breaches any of its obligations hereunder and fails to remedy and cease committing such repeated breaches within thirty(30)-days after the written notice specifying such breach.

7.3 Effect of Termination. Upon termination or expiration of this Adopter Agreement, Adopter shall cease all activities under licensed rights under this Adopter Agreement, including but not limited to, use, evaluation, testing, development, production, manufacture, sale or distribution of products authorized by or licensed under this Agreement. Adopter shall immediately cease use of all Deliverables. Within thirty (30) days after termination or expiration of this Adopter Agreement, Adopter shall: (i) return all Deliverables, and (ii) destroy all Highly Confidential Information (at LE's option, Adopter shall destroy all other Confidential Information disclosed by LE) disclosed by LE, retaining no copies thereof, and certify such destruction in writing to LE. Within thirty (30) days after termination or expiration of this Adopter Agreement, Adopter shall discontinue all sale, or distribution of Licensed Products.

7.4 Following a termination for any reason, Sections 1. (DEFINITIONS), 2.1(b) (LICENSES), 4. (REVOCAION), 7.2, 7.3, 7.4 (TERM/TERMINATION), 9. (CONFIDENTIALITY) and 11. (GENERAL) shall survive and remain in effect. All other rights, obligations, terms and conditions of this Adopter Agreement shall terminate.

## **8. ENFORCEMENT OF AGREEMENTS**

8.1 Adopter shall promptly notify the LE of any violation of any Adopter Agreements by Fellow Adopter of which it becomes aware. LE shall have the right to enforce compliance with the terms of such Adopter Agreement.

## **9. CONFIDENTIALITY**

9.1 Adopter shall keep Confidential Information received from LE in confidential and shall not disclose or leak any part of such Confidential Information to any third party without prior written approval from LE. Adopter shall not use any Confidential Information received from LE for any purpose other than the exercise and performance of such Adopter's rights and obligations under this Adopter Agreement.

Confidentiality period with respect to Confidential Information disclosed by LE shall be as follows;

- (i) Highly Confidential Information; eternal
- (ii) Any other Confidential Information; the effective period of this Adopter Agreement and for a period of three (3) years thereafter.

Adopter may disseminate Highly Confidential Information only to the strictest minimum possible number, consistent with the notification requirements below, of regular full time or part-time employees or individual independent contractors (except for short-term employees such as interns, seasonal and temporary employees) of Adopter;

(i) who have an absolute need to know such Highly Confidential Information in order to enable Adopter to implement Publicly Licensed Specification in compliance with Compliance Rules, (ii) who are bound in writing by obligations of confidentiality sufficient to protect the Highly Confidential Information in accordance with the terms of this Adopter Agreement, and (iii) who, prior to the disclosure of such Highly Confidential Information, have (a) been identified in writing by Adopter to LE, and (b) read and executed the acknowledgment attached as Annex F hereto (the original of such executed acknowledgment to be sent to LE.)

9.2 The foregoing obligations on Confidential Information shall not apply to any information that a party can prove;

- (i) becomes or has become generally known to the public without such party's breach hereof or unlawful act;
- (ii) is or has been developed by such party without having access to such information; or
- (iii) is or has been disclosed to such party by a third party that had obtained such information without such third party's unlawful act.

9.3 Disclosure to Third party. Adopter shall have effective consignment agreements or subcontract agreements with third parties that shall have provisions for the protection of Confidential Information no less restrictive than those set forth in this Adopter Agreement. Prior to disclosure of Confidential Information to third parties, Adopter shall obtain the written approval from LE and Adopter shall remain responsible for the maintenance of the confidentiality of Confidential Information provided to such third parties.

9.4 Notify by Adopter. Adopter shall notify LE of the Incident promptly except 4.2(iii), 4.2(iv) or any other occurrences that any of Confidential Information has been, or is reasonably believed to have been, disclosed, leaked, accessed or otherwise acquired by an unauthorized person.

9.5 Cooperation for the Inspection of Incident. If an incident concerned with Confidential Information including, but not limited to Incident, happens, Adopter shall promptly report what has happened in connection with Confidential Information to LE. Adopter shall cooperate for an inspection of the incident as instructed by LE.

9.6 Submission of the Certification of Disposition. When this Adopter Agreement terminates for any reason, Adopter shall dispose the Confidential Information pursuant to the Section 7.43 and Adopter shall submit the certificate of disposal as instructed by LE.

## **10. SPECIFICATION CHANGES / NO AGREEMENT CHANGES**

10.1 Permitted Specification Changes. Publicly Licensed Specification or Compliance Rules may be amended from time to time by LE only in accordance with this Section 10.1 and Section 10.2 (“Specification Changes”). LE shall provide Adopters with thirty (30)-day notice of any changes to Publicly Licensed Specification or Compliance Rules. Unless Adopter exercises its right to terminate Adopter Agreement in responses to a change in Publicly Licensed Specification or in Compliance Rules as provided in Section 7.1, Adopter shall be required to comply with all other amendments to Publicly Licensed Specification or to Compliance Rules within eighteen (18) months after Specification Changes. For the avoidance of doubt, the requirements of this Section 10.1 shall not apply with respect to Licensed Products that have been shipped as of the effective date of such amendment, except as provided in Section 10.2.

LE shall make no material changes to such Publicly Licensed Specification or Compliance Rules. Notwithstanding the foregoing, LE reserves the right (i) to correct any errors or omissions to Publicly Licensed Specification or Compliance Rules; (ii) to make changes that would clarify, but not materially amend, alter or expand the Publicly Licensed Specification or Compliance Rules; and (iii) to make changes to Publicly Licensed Specification that do not create compatibility problems.

10.2 Updates to an individual unit of a Licensed Product shipped by Adopter, shall comply with Section 6.1 and Section 6.2 but shall not have to comply with changes to the Publicly Licensed Specification or Compliance Rules made after the Licensed Product was produced unless, following such Update, the Licensed Product would be the same as a Licensed Product

that is separately marketed by Adopter under a new product or a higher numerical designation to the left of the decimal point. "Update" means the modification of a Licensed Product, including, when necessary, provision of or replacement of the Device Security Object, so that the implementation as modified is a Licensed Product and, when the Device Security Object has been replaced.

10.3 No Agreement Changes. LE must not amend this Adopter Agreement. LE shall provide a new Adopter Agreement if LE changes Publicly Licensed Specification to major update version, provided that if LE changes v1.0 to v1.1 even though it is minor version up, LE may provide a new Adopter Agreement.

## **11. GENERAL**

11.1 No Other Licenses. Except for the rights expressly provided by this Adopter Agreement, under this Adopter Agreement, neither LE, a Contributor, Developer nor an Adopter grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

11.2 No Warranty. All parties acknowledge that any and all provided under this Adopter Agreement itself are all provided "AS IS" WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

11.3 Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 Governing Law. This Agreement shall be construed and controlled by the laws of the State of California applicable to agreements made and to be performed entirely in such jurisdiction.

11.5 Notices. All notices hereunder shall be in writing and sent to LE or Adopters at such addresses as they have furnished for notice from the parties hereto. For purposes of this Section 11.5, written notice shall not include notice by e-mail (except sending from LE) or by facsimile. Notices shall be deemed served when received by the addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Adopter or LE may give written notice of a change of address and, after notice of such change has been

received, any notice or request shall thereafter be given to Adopter or LE at such changed address.

11.6 Not Partners. This Adopter Agreement does not create a joint venture, partnership or other form of business association between the parties, or an obligation to buy or sell products implementing the Publicly Licensed Specification.

11.7 No Waiver. the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

11.8 No Rule of Strict Construction. Regardless of which party may have drafted this Adopter Agreement, no rule of strict construction shall be applied against any party. If any provision of this Adopter Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Adopter Agreement, and the remainder of this Adopter Agreement will continue in effect.

11.9 Compliance with Laws. Anything contained in this Adopter Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

11.10 Authority. Each party hereby represents and warrants that it has the power and authority to bind itself and all of its Subsidiaries to the obligations contained herein, including without limitation, the obligation to grant patents licenses as set forth in Section 2. Each party further represents and warrants that it has not and will not transfer patents having Necessary Claims without putting the assignee under the same obligations Adopter has in terms of granting its Necessary Claims in this Adopter Agreement. Any transfer by Adopter to a third party of a patent having Necessary Claims shall be subject to the terms and conditions of this Adopter Agreement.

11.11 Records Audit and Inspection. LE shall have the right, at reasonable times and intervals, to have audited Adopter's books and records and manufacturing process to ascertain the Adopter's compliance with this Agreement, including the manufacturing processes compliance with the Conformance Report and the Security Checklist. Such audit shall be undertaken at LE's sole expense, unless an underpayment of 5% or more is found or a conformance or security breach is found, in which case Adopter shall reimburse LE for the costs of the audit. The results of the audit shall be deemed confidential unless needed to enforce LE's rights under this Adopter Agreement.

11.12 Assignment. The Adopter may not assign all or any part of its rights, benefits or obligations under this Adopter Agreement without the written consent of the LE.

11.13 Entire Agreement. This Adopter Agreement, the exhibits hereto and Publicly Licensed Specification constitute the entire Agreement between Adopter and LE with respect

to the subject matter involved and supersede all prior oral or written or oral prior agreements. Except as otherwise provided herein, this Adopter Agreement shall not be modified except by written agreement dated contemporaneously with or understandings with respect subsequent to the date of this Adopter Agreement and signed by both parties.

11.14 Severability. In case any one or more of the provisions of this Adopter Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.15 No Set Off. Any payments made by any party under this Adopter Agreement shall be made in full without any set-off, restriction, condition or deduction for or on account of any counterclaim.

11.16 Force Majeure. Notwithstanding any contrary provision contained herein, any delay in the performance of any of the duties or obligations of either LE or Adopter hereto (except the payment of money owed) shall not be considered a breach of this Adopter Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of events outside the reasonable control of the affected party, including any acts of God; flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic; war or serious threat of the same, civil commotion; strike, lockout, sabotage, other labor dispute; explosion, accident or breakdown in whole or in part of machinery, plant, transportation. or loading facility; governmental request, guidance, order or regulation; unavailability of transportation or loading facility (each a "Force Majeure Event"). The party so affected shall give prompt notice to the other party of such cause and shall take all reasonable steps as are necessary to relieve the effect of such Force Majeure Event as rapidly as possible.

In witness of their agreement, the parties have executed this Adopter Agreement below:

ADOPTER

LE

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Licensing Entity

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex A

### Process for Adopter

#### 1. Initiation

Upon executing Adopter Agreement to become an Adopter and paying the Annual Fee, Adopter will be provided Deliverables including, but not limited to, Manufacturing Process Guide, listed in Annex E. Manufacturing Process Guide, Test Device Security Object, and Device Test Specification shall be used only for the purpose of development with Publicly Licensed Specification.

#### 2. Development

Manufacturing Process. Detail of manufacturing process is defined in Manufacturing Process Guide.

Compliance Testing. If Adopter develops NICE device based on Publicly Licensed Specification, Adopter will have compliance testing. If such device passes all compliance tests, such Adopter shall submit a Statement of Conformance to LE. “Statement of Conformance” means a document in which testing results are clearly specified. Submission of the Statement of Conformance is for (i) receiving Device Security Object (Public key is stored within NICE licensing administrator) and (ii) activating Device Certificate.

For compliance testing, Adopter may choose:

- (1) self-test (Adopter must use Conformance Test Tool) or
- (2) Authorized Test Center (must use LE approved test tools), when established and available.

Authorized Test Center may provide terms and conditions of testing to enable Adopters to pass the testing requirements. “Authorized Test Center” means any organization that services compliance testing for manufacturing NICE device Adopter.

Device Security Objects. Device Security Objects are necessary to manufacture Licensed Products. Adopter that has submitted Statement of Conformance in accordance with above may also purchase Device Security Objects.

Device Certificate. Device Certificates are necessary to use Licensed Products. A Device Certificate is activated for the DevicePrivateKey in each Device Security Object.

Trademarks. If NICE device satisfies conditions stipulated in Section 5.4 (“Proper Use of Trademarks”), Adopter shall have the right to use the NICECAM logo as described in Trademark Guidelines.

#### 3. Delivery

Adopter shall activate Device Certificate prior to distribution of a corresponding Licensed Product; notwithstanding foregoing, Adopter can sell Licensed Products before activating Device Certificate only if the Adopter sells them to Fellow Adopters who are responsible for activating Device Certificate.

**Annex B**

**Arbitration Process in Revocation**

**TBD**

## **Annex C**

### **Fees**

Annual Fee: \$10,000

Device Security Object Royalty: \$0.25 per Device Security Object

Certificate Fee: \$0.25 per activation of a Device Certificate

## **Annex D**

### **Publicly Licensed Specification**

#### [NICE Core Specifications]

- Definitions, Acronyms & References
- NICE App/Service Specification
- NICE Authentication Specification
- NICE Data Pipeline Specification
- NICE Date Time Format
- NICE Device Specification
- NICE Identifier Structure
- NICE Network Protocol Specification
- NICE Privacy and Security Specification

#### [Guidelines]

- Device Implementation Guide
- Manufacturing Process Guide

## Annex E

### Deliverables

Items/ Services	version	Confidentiality	Process (Adopter's Status)/ How to get	Charge
Logo Data (NICE)	-	Data is Confidential Information	After paying Annual Fee / logo data from the website	-
Logo Guideline	V1.0 and revisions with modified version numbers below the second decimal point	Confidential Information	After paying Annual Fee /a document from the website	-
Manufacturing Process Guide	V1.0 and revisions with modified version numbers below the second decimal point	Confidential Information	After paying Annual Fee / a document from the website	-
NICE Device Security Requirements	V1.0 and revisions with modified version numbers below the second decimal point	Confidential Information	After paying Annual Fee / a document from the website	-
Security Checklist	V1.0 and revisions with modified version numbers below the second decimal point	Confidential Information	After paying Annual Fee /a sheet from the website	-
Device Test Specification	V1.0 and revisions with modified version numbers below the second decimal point	Confidential Information	After paying Annual Fee / a document from the website	-

## Annex F

### Confidential Information / Highly Confidential Information

#### Confidential Information

- Test Device Security Object
- Logo Data (NICECAM, NICE)

#### Highly Confidential Information

- The part of Device Security Object as follows;
  - DevicePrivateKey
  - DeviceTLSPrivateKey

The list Adopter submits pursuant to Section 9.1 is below;

Dissemination date of Highly Confidential Information	Highly Confidential Information disseminated	Recipient of Highly Confidential Information

## **Annex G**

### **Compliance Rules**

#### [NICE Core Specifications]

- NICE Authentication Specification
- NICE Privacy and Security Specification

#### [Guidelines]

- Device Implementation Guide
- Manufacturing Process Guide