



## **Information and License Agreement for SMPTE Standards, Recommended Practices, Engineering Guidelines and Registered Disclosure Documents on CD-ROM**

### **1. Contents**

The SMPTE Standards, Recommended Practices, Engineering Guidelines, and Registered Disclosure Documents for Television and Motion-Pictures on CD-ROM contains all current SMPTE engineering documents for television, motion-pictures and digital cinema.

### **2. Format**

The documents are formatted as Adobe Acrobat® .pdf files and require the Adobe Acrobat Reader® Versions of Acrobat Reader for various platforms are available at no charge from <http://www.adobe.com/products/acrobat/readstep2.html>

### **3. Language**

All SMPTE documents are published in English language only.

### **4. Availability Dates**

Separate editions of the product will be published around April and October of each year. Subscriptions for two consecutive issues are available at a reduced cost.

### **5. License Agreement and Copyrights**

This product is not sold but leased and licensed according to the attached License Agreement for single and multi-user (networked) environment. The completed License stipulates the maximum number of authorized users and the customer is responsible for monitoring usage of the product. SMPTE continues to assert its rights to the documents published in any form: paper, on-line or optical disk. Reproduction by the customer is permitted only for use within the limit of the number of authorized users indicated in the License Agreement. Please note that ordering this product requires the customer's acceptance of the terms and conditions of the attached License Agreement.

### **6. Computer Requirements**

Minimum hardware and software requirements: an IBM® PC or compatible personal computer with 8 Mbytes of memory running Windows 95 or higher with a hard disk with 10 Mbytes of free space, a CD-ROM drive and an HP LaserJet II or similar printer if printing is required. The recommended configuration is a Pentium® processor PC with high-resolution color graphics monitor.

## **License Agreement for the SMPTE Standards, Recommended Practices, Engineering Guidelines, and Registered Disclosure Documents on CD-ROM**

### **1. Parties**

The parties to this License Agreement ("Agreement") are the "Customer", as licensee and the Society of Motion Picture and Television Engineers ("SMPTE"), as licensor. This Agreement shall become effective between the parties upon the Customer's first order and receipt of the Product.

### **2. Product**

The SMPTE Standards, Recommended Practices, Engineering Guidelines, and Registered Disclosure Documents on CD-ROM ("Product") provided by SMPTE to the Customer subject to this Agreement means the collection of "Documents" contained in files and the "Media" such as the optical disks and printed matter upon which the Documents are delivered to the Customer.

### **3. Customer**

The person or company ordering this product is the Customer.

### **4. Authorized Users**

An "Authorized User" is an employee of the Customer or a person affiliated with the Customer who is authorized by the Customer to use the Product according to the terms and conditions of the License Agreement.

### **5. Price Agreement**

Prices are listed on the attached order form.

### **6. Payment**

Payment may be made as follows:

- American Express       MasterCard       Visa
- Check payable in \$US on a US bank

### **7. Acceptance**

Use of the Product constitutes Customer's acceptance of the terms and conditions of this license.

### **8. Grant of License**

In return for the payment for the Product, the Customer receives from SMPTE a non-exclusive and non-transferable license to use the Product by the Number of Authorized Users subject to the terms and conditions set forth in this Agreement. The Customer acquires no ownership rights to the Product whatsoever or any portions thereof, and all such rights remain with SMPTE. The Product is the property of SMPTE.

Use of the Product shall be as follows:

- a) The product shall be installed and used on any personal computer or local area network owned and controlled by the Customer and located on the Customer's premises.
- b) The Customer's use of the Product is limited to him alone and does not extend to subsidiary or parent corporations, or to any other related or affiliated organizations.
- c) The Customer may use the Product without time limit until the termination of this Agreement.
- d) The Customer may permit each authorized user to download and print the Documents, or any portions thereof, within the physical premises where the authorized user has its offices.
- e) The Customer shall ensure in its use of the Product that the total number of users accessing the Product in any form shall never exceed the Number of Authorized Users stipulated in this Agreement.
- f) The Customer may not create derivative works based on the Product or any portions thereof except as in Point 9 below.
- g) The Customer may not sell, sublicense, rent or lease the Product or any portion thereof.

## **9. Copyright and Proprietary Protection**

The Product is owned by SMPTE and is protected by United States and international copyright and trade laws. The Documents may not be duplicated for sale or outside distribution by the Customer, but may be used by the Customer:

- a) to further the work of SMPTE or of any standards body developing related standards;
- b) to provide guidance for the Customer's product or service development and implementation;
- c) to serve as a support for documentation associated with a product or service of the Customer.

## **10. Limited Warranty**

SMPTE warrants the Media on which the Product is distributed to be free from defects in materials and workmanship under normal use for a period of 90 days as from the date of its receipt by the Customer.

SMPTE warrants that the Documents will be accessible and perform substantially in accordance with the documentation when properly installed on the required computer configuration, for a period of 90 days as from the date of its receipt of the Product. SMPTE does not warrant that the operation will be uninterrupted or error free.

If the Product fails to comply with the warranty set forth above, SMPTE's entire liability and the Customer's exclusive right will be replacement of the Media, or, at SMPTE's discretion, the SMPTE's reasonable effort to make the Product meet the warranty as set forth above. This limited warranty applies only if the Customer returns all copies of the Product, along with a copy of its paid invoice, to SMPTE within 90 days of the date on which the Customer received the Product. If SMPTE is unable to make the Product conform to the above warranty, SMPTE, at its option, will refund all or a fair portion of the price paid by the Customer for this product.

Although the Product has been prepared using reasonable standards of care and while there are no indications or reasons to believe that there exist inaccuracies or defects in the Product, SMPTE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT.

## **11. No Liability for Consequential Damages**

In no event shall SMPTE be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use of or inability to use this Product, even if SMPTE has been advised of the possibility of such damages.

## **12. Termination**

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from SMPTE if the Customer fails to comply with any provision of this Agreement. Upon termination, the Customer shall destroy all copies of the Media, including modified copies, if any, and shall erase all computer-readable copies of the Product.

## **13. Settlement of Disputes**

Any dispute between the Parties concerning the implementation or the interpretation of this Agreement, which cannot be settled amicably between them through mutual negotiation, shall be finally settled by a sole arbitrator to be nominated at the request of either party through the American Arbitration Association. Besides, and only supplementary to the provisions of this Agreement shall be the laws of the State of New York. The Decision of the Arbitrator shall be final and binding upon the Parties and any appeal or recourse to any court or tribunal shall be excluded.

## **14. General**

This Agreement constitutes the entire agreement between the Customer and SMPTE and supersedes any prior agreement concerning the contents of this Product. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by an authorized SMPTE representative. SMPTE is not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, oral representation, or otherwise, unless SMPTE specifically agrees in writing.

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