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Individual License Agreement for SMPTE Engineering Documents and Registered Disclosure Documents

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 sooner of the Customer's order or first access to the Product.

2. Product

Any individual SMPTE Standard, Recommended Practice, Engineering Guideline, or Registered Disclosure Document, or any collection including any or all of the aforementioned ("Product") provided by SMPTE to the Customer whether provided by physical means (including, but not limited to printed materials and/or data storage medium) or as one or more downloaded files (including PDF documents, archives such as "zip" files, and any text, spreadsheet, xml, or other material associated with a SMPTE Standard, Recommended Practice, Engineering Guideline, or Registered Disclosure Document) shall be subject to this License Agreement.

3. Customer

The individual ordering this product is the Customer.

4. Authorized Users

The sole "Authorized User" is the individual Customer to whom this License is granted.

5. Permitted Use

- a. The Product may be used on any personal computer used solely by the Customer, and/or on any secure local area network owned and controlled by the Customer, provided that access to such computers and/or networks shall be confined to the individual Customer.
- b. Any document included in the Product may be printed as required for the legitimate business use of the Customer, but any such printed version or copy thereof shall be subject to the same restrictions and shall be controlled so as to be accessible only to the individual Customer.
- c. Any transmission or publication of any Product, or any extract of any Product to anyone other than the individual customer, except as defined by "Fair Use" below, is prohibited.

- d. The Customer may use the Product without time limit until the termination of this Agreement.
- e. The Customer may not sell, sublicense, rent or lease the Product or any portion thereof.
- f. The Customer may not create, or permit creation of, any derivative works based on the Product or any portions thereof except as may explicitly be permitted by a separate License Agreement executed by Customer and SMPTE.
- g. Fair Use: In the normal course of business the Customer may share, on an occasional basis, the content of one or more documents included in the Product with one or more colleagues engaged on a single project, provided no copies, electronic or printed, are retained by anyone other than the individual customer.

6. Acceptance

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

7. Grant of License

In return for the payment for the Product, SMPTE grants to Customer non-exclusive and non-transferable license to use the Product by the individual Customer subject to the terms and conditions set forth in this Agreement. The Product remains the property of SMPTE, and the Customer acquires no ownership rights to the product or any portion thereof.

8. Termination

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 Product, including modified copies, if any, and shall erase all computer-readable copies of the Product.

Should SMPTE provide notice to Customer that the License is terminated for cause, Customer agrees to furnish a certificate of destruction for all Product within 30 days of such notice.

9. General Disclaimer

ALL SMPTE ENGINEERING DOCUMENTS ARE OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY USE OF ANY DOCUMENT SHALL BE MADE ENTIRELY AT THE IMPLEMENTER'S OWN RISK, AND NEITHER THE SOCIETY, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY IMPLEMENTER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE DOCUMENT.

10. IPR Disclaimer

SMPTE draws attention to the fact that it is claimed that compliance with some documents may involve the use of one or more patents or other intellectual property rights (collectively, "IPR"). The Society takes no position concerning the evidence, validity, or scope of this IPR.

Attention is also drawn to the possibility that elements of any document may be subject to IPR other than those identified above. The Society shall not be responsible for identifying any or all such IPR.

11. 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 negotiation, shall be settled finally by a sole arbitrator to be nominated at the request of either party through the American Arbitration Association. 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.

12. 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.

13. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the State of New York.