

DCI STEM USER AGREEMENT

Digital Cinema Initiatives, LLC (DCI)
c/o Sheppard, Mullin, Richter & Hampton
1901 Avenue of the Stars, 16th Floor
Los Angeles, CA 90067
Attn: DCI Counsel
Fax: +1 310-228-3947

Ladies/Gentlemen:

DCI is licensing to **[Company]** _____ (hereinafter referred to as "the undersigned"), and hereby grants the undersigned the non-exclusive rights to use the following materials: ASC/DCI Standard Evaluation Material (the "StEM"). The contents of said StEM, as well as the physical format in which it is conveyed to the undersigned, shall hereinafter be individually and collectively referred to as "the Licensed Material", which shall be licensed conditioned upon the undersigned's compliance with the following:

1. The Licensed Material shall be used by the undersigned for any of the purposes stated below, and there shall be no other use of the Licensed Material without DCI's further written consent:
 - a. Digital Cinema testing and SMPTE image/video testing
 - b. Industry testing and demonstrations of the undersigned's product capabilities
 - c. Industry trade show demonstrations
 - d. Industry standards, evaluations and demonstrations
 - e. Educational purposes
2. DCI represents and warrants that it has all the rights necessary to grant undersigned the right to use the Licensed Materials for the purposes set forth in Paragraph 1 above.
3. The undersigned shall not have the right to, and will not at any time, license or authorize any third party to use, reproduce, exploit, distribute, exhibit, broadcast or rebroadcast the Licensed Material or any portion thereof in any manner not herein specifically authorized by DCI, except as otherwise authorized by DCI in writing to the undersigned.
4. Except for modifications to demonstrate the image processing applications identified in Paragraph 1(a), the undersigned shall have no right to edit, modify or otherwise alter the Licensed Material, or any portion thereof.
5. The undersigned specifically agrees that in no event will the Licensed Material be knowingly exhibited at any place in which an admission fee is charged to specifically view the Licensed Material, either directly or indirectly.

6. Except for the marketing of undersigned's digital cinema system and/or product, the undersigned shall not knowingly allow the Licensed Material to be used for marketing or advertising purposes.
7. The undersigned understands and agrees that no expressed or implied endorsement is given by DCI regarding the undersigned's product line and shall in no way indicate such in its oral, written or audio-visual presentations.
8. The Licensed Material is to remain in the possession of the undersigned, or under its control, if the undersigned is subcontracting for support by a third party during the testing or demonstrations with other firms that are participating with the testing, and this consent shall in no way affect DCI's title and ownership thereto, except as otherwise authorized by DCI in writing to the undersigned.
9. The undersigned shall not knowingly allow the Licensed Material to otherwise be loaned, donated or supplied to other persons, companies or other entities without the written consent of DCI, with the exception of subcontractors supporting the purposes as listed in Section 1 above.
10. The undersigned acknowledges that as between DCI and the undersigned, DCI is the sole owner of the Licensed Material, and the use of the product shall not affect DCI's continued and separate ownership.
11. The undersigned shall pay all laboratory and shipping charges and all other direct costs and expenses involved in making the Licensed Material available to the undersigned.
12. If at any time DCI determines that the undersigned has used the Licensed Material in a manner other than as specifically authorized herein, or the undersigned has breached any of its representations, warranties or agreements herein, then DCI shall have the right to terminate this License effective immediately upon notice.
13. This agreement contains the parties' entire understanding regarding the subject matter hereof, supersedes all prior or contemporaneous agreements pertaining hereto, and cannot be modified unless agreed to in writing by both parties.
14. DCI may assign its rights and interests in this agreement to a superceding entity in the event of the dissolution of DCI. The undersigned may not assign this agreement to others without the written consent of DCI.
15. This Agreement is made in and shall be construed in accordance with the laws of the State of California. In the event any provision contained herein shall be deemed unenforceable or contrary to law, such provision shall be curtailed and limited, but only to the extent necessary to bring it within legal requirements, and all other provisions herein shall remain in full force and effect.

The undersigned hereby acknowledges and agrees to the foregoing terms and conditions by signing in the space provided below, returning the original of this agreement to the post production facility fulfilling undersigned's materials order (e.g., SMPTE), with a copy to DCI.

Please indicate below which materials you are acquiring:

StEM Mini Movie and Trailer

- 2K RGB
- 2K XYZ
- 4K RGB
- 4K XYZ
- HD RGB

AGREED TO:

DIGITAL CINEMA INITIATIVES (DCI)

[COMPANY NAME & ADDRESS]

c/o Sheppard, Mullin, Richter & Hampton

1901 Avenue of the Stars, 16th Floor

Los Angeles, CA 90067

Attn: DCI Counsel

BY:

BY:

Technical Committee Chair, DCI

Print Name: _____

Title: _____

Date: _____

Date: _____