

# Volumetric Format Association Inc.

## Intellectual Property Rights Policy

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This Volumetric Format Association Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by Volumetric Format Association Inc. (“VFA”). This Policy applies to all members of VFA. In the event a non-member participates in VFA activities, this policy will apply to the non-member as described in Section 7.

### 1. Copyright license to Contributions.

- a. *Contributors and Contributions.* VFA coordinates the development of various deliverables, such as technical specifications, software code, marketing collateral, and other related material. Any work of authorship intentionally provided to VFA for potential inclusion in a draft or final VFA deliverable is a “Contribution.” The entity or individual making the Contribution is the “Contributor.”
- b. *Copyright license to Contributions.* Each Contributor grants VFA a worldwide, irrevocable, non-exclusive, royalty-free, fully-sublicensable license to reproduce, distribute, display, perform, execute, and create derivative works of the Contributions.
- c. *VFA copyrights.* Subject to the Contributor’s continued copyright ownership in their Contributions, VFA will own the copyright in any collective works, compilations, joint works or derivative works created in connection with VFA activities, and will own the copyright in any works created by VFA employees or agents.
- d. *Attribution; moral rights.* Each Contributor, including any individual making a Contribution, waives any moral rights (or similar rights) to the maximum extent permitted by applicable law. VFA deliverables will be attributed to VFA.

### 2. Patent license obligations for Specifications.

- a. *Specifications.* VFA will produce a variety of technical specifications, including those that define requirements and related information and data models for the capture, processing, distribution, and display of volumetric data, as well as those necessary to facilitate interoperability between third party products or services for such purposes. Once approved as final via a process defined by the VFA Board of Directors, these are “Specifications.” Every member of a VFA Working Group is obligated to license certain

patent claims in connection with Specifications developed by Working Groups the member has Joined, as described in this Section 2.

- b. *License obligation.* Each member of that has Joined a particular VFA Working Group agrees that for any patent claim that is owned, controlled or licensable (without additional consideration other than to employees or Affiliates) by that member or an Affiliate of that member that is or becomes a Necessary Claim in an approved Specification developed by that Working Group (and subject to 2(d)), that member will grant, or will cause its Affiliate to grant, to any other member or any non-member authorized by VFA to implement the relevant Specification a RAND License, subject to the definitions and exceptions described below.
- i. An “Affiliate” is any entity that, directly or indirectly, owns, is owned by, or is under common ownership with, a member, as indicated by (i) ownership or control, directly or through multiple layers, of more than 50% of the stock or other equity interests of, or (ii) to otherwise having the right to control the management of, the relevant entity.
  - ii. “Joined” means that the member has executed a Working Group Charter as set forth in Appendix A, for the particular Working Group.
  - iii. A “Necessary Claim” is any claim in a patent in any jurisdiction worldwide that would necessarily be infringed by a compliant implementation of the relevant Specification within Scope. A claim is necessarily infringed only when it is impossible to avoid infringing it, because there is no commercially reasonable non-infringing alternative for implementing the normative portions of the Specification. All other claims, even if contained in the same patent as Necessary Claims, are not Necessary Claims unless they qualify individually as Necessary Claims. Claims which would be infringed only by portions of an implementation that are not expressly specified in the normative portions of the Specification are not Necessary Claims.
  - iv. A “RAND License” is a worldwide, non-exclusive license, limited to Necessary Claims, to make, have made, use, import, offer to sell, lease, sell, promote and otherwise distribute the portions of the implementer’s products and services that comply with the normative portions of the Specification, granted on reasonable and non-discriminatory terms. Without limiting the foregoing, the commitment to grant a RAND License includes the following obligations:
    1. Payment. The license may be granted without compensation or for a reasonable rate. A reasonable rate should reflect (i) the value that the functionality of the claimed invention within the Necessary Claim contributes to the value of the smallest saleable compliant

implementation that practices the Necessary Claim, and (ii) the value that the Necessary Claim contributes to the smallest saleable compliant implementation that practices that claim in light of the value contributed by all Necessary Claims for the same Specification practiced in that implementation. A reasonable rate should exclude the value, if any, resulting from the inclusion of that Necessary Claim's technology in the Specification. A reasonable rate should be comparable to the rates agreed upon in other licenses that have been granted covering use of the Necessary Claim, provided that such licenses were negotiated in good faith and not obtained under the explicit or implicit threat of an injunction or similar prohibitive order, and where the circumstances and resulting licenses are otherwise sufficiently comparable to the circumstances of the contemplated license.

2. No level discrimination. The license must be offered for any compliant implementation that practices the Necessary Claim.
  3. Limitation on injunctive relief. In any dispute among members concerning the licensing of a Necessary Claim, a member's obligation to grant a RAND License under this policy will create a conclusive presumption that remedies available at law, such as monetary damages, are adequate to compensate for an injury arising from alleged infringement of such Necessary Claim.
- v. "Scope" means a description of the deliverables that a given Working Group will develop as set forth in that Working Group's Charter.
  - vi. "Working Group" means a working group established via a Working Group Charter, as set forth in Appendix A, to develop deliverables within the Scope. Each Working Group must have a Scope.
- c. *Reciprocity; defensive suspension.* Nothing in this policy will preclude a member from requiring reciprocal licensing obligations from licensees as a condition to the grant of a RAND License under this policy, and no member will be obligated to grant a license to a party that does not agree to such reciprocal patent license obligations. Further, except as otherwise expressly agreed between parties, a licensor may suspend any license granted to a particular licensee pursuant to this Policy for an implementation of an VFA Specification if that licensee or an Affiliate of licensee initiates litigation against the licensor or any other party that alleges infringement of a Necessary Claim in connection with any VFA Specification. A party will not be deemed to have initiated litigation if that party files a suit which is defensive based on a patent infringement claim or suit by another party.

- d. *Opt out; review period.* In connection with Specifications developed after the date of this Policy, the license obligation described in Section 2(b) and 2(c) will not apply to patent claims that an otherwise obligated member opts out. The Board will provide notice and a substantially complete draft version of each Specification to all Working Group members for review no less than 60 days prior to formal approval of the Specification. A Working Group member may opt out a claim by specifically identifying a particular claim and the applicable portion of the relevant draft specification in writing to the Board prior to the end of the review period. The member must make such opt-out notification promptly upon becoming aware that the claim potentially may be a Necessary Claim and deciding that they are unwilling to license it. Members acknowledge that opt-outs made late in the specification development process are highly disruptive to the process and potentially costly to VFA and other VFA members; accordingly, members agree to use the opt-out option only in good faith. Members may not opt out claims that read directly on Contributions made by the member or that are otherwise included in a draft specification as a direct result of the intentional input of that member. For the avoidance of doubt: the opt-out mechanism described in this Section 2(d) is not available for any new member of VFA for Specifications approved prior to the date the new member joins VFA. In the event that a member makes an opt-out notification to the Board, prior to finalizing the relevant draft specification the Board will appoint a committee to evaluate the notification and make a recommendation to the Board, and the Board will decide on appropriate next steps. If the Board approves a Specification after receipt of an applicable opt-out notification, VFA will include a statement of this fact in the affected Specification.
- e. *Effect of withdrawal from VFA.* Even after the date a member formally withdraws from VFA or a particular Working Group (the “Withdrawal Date”), the former member or Working Group member will be obligated to grant licenses as described in this Section 2 to (a) those claims that became Necessary Claims prior to the Withdrawal Date, (b) claims directly embodied in a Contribution made by the former member or Working Group member that become Necessary Claims if and when a Specification that includes the Contribution is approved after the Withdrawal Date, (c) Necessary Claims that read on future versions of a Specification, limited to those portions of the future version that are substantially the same as in the Specification as it was approved prior to the Withdrawal Date, and (d) Necessary Claims in any patent filed by the former member, Working Group member, or its Affiliates after the Withdrawal Date if such claims have a priority date that is during the period when the former member was a member. Otherwise, no new obligations attach post Withdrawal Date. For the avoidance of doubt: a party will have no obligation to license claims that it has opted out under Section 2(d), either prior to or after withdrawal.

- f. *License obligations are binding on successors and assignees.* The obligation to license Necessary Claims in accordance with this Policy is an encumbrance that is binding upon any and all assignees and transferees of any Necessary Claims. Members agree to (a) notify its assignee or transferee of such obligation; and (b) require its assignee or transferee to agree to similarly provide such notice to its assignees or transferees of this obligation. Further, a member should take other reasonable actions, as and if appropriate for the members' legal jurisdiction, to ensure that direct and subsequent assignees and transferees are bound by the license obligations imposed by this Policy. The obligation to license will be binding on all successors-in-interest irrespective of whether notice or other action has occurred, however.
3. **Alternative IP terms.** The Board may approve alternative intellectual property terms in connection with the work conducted by specific VFA working groups. These terms will be binding only on parties that expressly agree to them.
4. **Software.** The Board may adopt a Software Policy. The Software Policy may require that a member license software code Contributions made by that member in accordance with the terms of applicable software licenses identified in the Software Policy.
5. **Trademarks.** VFA will be permitted to use the name and corporate logo (or similar mark) of VFA members on the VFA website and solely in connection with communications about VFA membership, subject to reasonable use limitations communicated by the member to VFA. VFA members may use the VFA name and membership logo solely to communicate their membership in VFA, subject to a reasonable trademark use policy to be published by the Board. The VFA name and other VFA trademarks may not be used to communicate compliance or conformance with any VFA specifications or technology, and may not otherwise be used in connection with any member product or service, except as permitted by an applicable written VFA license agreement or Board-approved policy which license shall be equally available to all VFA members. A party granting a trademark license under this Section 5 will be entitled to terminate such license if it reasonably believes that the licensee is misusing the licensor's mark.
6. **Confidentiality.**
  - a. *Confidential information.* "Confidential Information" will include information generated or exchanged by the VFA, its members, and any other participants in connection with VFA activities, including working group mailing lists and minutes, as well as draft and final specifications; provided that Confidential Information will not include any information that is (a) rightfully in the public domain other than by a breach of confidentiality; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the receiving party; (e) specifically designated by the

Corporation as non-confidential; or (f) generally made available to third parties by the disclosing party without restriction on disclosure.

- b. *Obligations.* Except as otherwise stated in applicable VFA membership agreements, policies or other instructions, members may discuss Confidential Information among other VFA members and disclose Confidential Information (other than a member's own intellectual property that may be included in Confidential Information) only (a) to its employees or agents that have a need to know such Confidential Information and are subject to confidentiality obligations or (b) in furtherance of an order to disclose issued by a court of proper jurisdiction; provided, however, in such instance, the member will provide prompt notice to the VFA of such order.

**7. Application to non-members.** In the event any non-member participates in the creation of any VFA deliverables, this policy will apply to the non-member as if they are a member, except: (a) the obligation to grant a RAND License described in Section 2 will apply only in connection with (i) any Contributions made by the non-Member and (ii) a Specification for which the non-member actually received a draft version of such Specification, and (b) the non-member's Withdrawal Date will be the date which is one day later than the date upon which both their participation has ceased and any specification of which they actually received a draft version is approved as a Specification.

**8. Scope; amendments; authority.**

- a. *Amendments.* The VFA Board of Directors may amend this Policy at any time in its sole discretion. No amendment to this Policy will be effective in less than 90 calendar days from the date that written notice of such amendment is sent to members.
- b. *Authority.* Individuals that participate in VFA within the scope of their employment, or otherwise as an agent of a legal entity, act on behalf of their employer or other legal entity. The individual represents that they have the right and authority to bind their employer or other principal to these terms. The bound entity represents and warrants that it has the right to grant the licenses described in these terms.

# Working Group Charter

This Working Group Charter establishes the Scope to develop the materials identified in this Working Group Charter. Only VFA members that Joined the Working Group Charter will be bound by its terms and be permitted to participate in this Working Group.

1. Working Group Name. **Persistent MetaData Working Group**
2. Working Group Scope. Persistent Metadata is defined as the set or sets of data necessary to remain active and accessible throughout the Virtual, Volumetric, and other graphic workflow/pipeline. Defined as Core (System Persistency) and Creative (Sensory), this data is necessary to all processes in the workflow. These data streams like timestamps and other certain metadata are considered necessary at all points in the workflow and should be given the availability of transmission for use throughout the data pipeline.

**By VFA**

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	<b>Volumetric Format Association, Inc.</b>
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

**By the Member**

<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

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1. Working Group Name. **Decode – Render Working Group**
  
2. Working Group Scope. The goal for the Decoder-Rendering working group is to define the specification for compression methodology and techniques for encoding and decoding Volumetric content. The group focuses on specifying the volumetric compressed media bit stream format and formalizing the organization of encoded media elements for efficient decoding of volumetric compressed data. The group also aims at developing and proposing recommendations and best practices for generating Volumetric compressed data.

**By VFA**

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	<b>Volumetric Format Association, Inc.</b>
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

**By the Member**

<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	



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- 1. Working Group Name. **Capture - Acquisition Working Group**
- 2. Working Group Scope. Volumetric capture/acquisition is the translation of the attributes of a live scene, within a defined volume, into digital attributes for the reconstruction of the scene in another space. Attributes can include, but are not limited to, sensory data (visual, auditory, tactile, etc.), time and other properties.

**By VFA**

<i>Signature:</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	<b>Volumetric Format Association, Inc.</b>
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	

**By the Steering Member/Associate/Contributor**

<i>Signature</i>	
<i>Print Name:</i>	
<i>Title:</i>	
<i>Company Name:</i>	
<i>Email:</i>	
<i>Address:</i>	
<i>Date:</i>	