

Affiliation Agreement of



**Automating Production of Cross Media Content
for Multichannel Distribution**

<Affiliated Partner>

to

<AXMEDIS Referred Contractor>

to

access at the AXMEDIS Framework

since: <date>

Version:2.1c

Date: 10-02-2006

Copyright (C) 2006 AXMEDIS Project and Consortium, Italy.

Everyone is permitted to copy and distribute this affiliation document without any modifications. Modifications at this *Affiliation Agreement* are allowed only if agreed with the AXMEDIS *Project* and *Consortium*.

This *Affiliation Agreement* is made and entered into force from the date of its signature by and between

<legal name of the affiliated partner>, having legal address <legal address of the affiliated partner>, represented by <legal representative of the affiliated partner or person responsible for the activity related to the AXMEDIS Framework>, hereinafter referred to as <a short acronym of the affiliated partner>.

Hereinafter referred to individually or collectively as the “*Affiliated Partner(s)*”

and

<Referenced AXMEDIS Contractors>

Hereinafter referred to individually as the “*Referenced Contractor*”.

<<<<<<<<<<

- **Parts in green have to be actualised with the information of partiers.**
- **Ask to P. Nesi (nesi@dsi.unifi.it) for**
 - **eventual clarifications**
 - **acquiring a DOC editable version when you would like to get affiliated**

>>>>>>>>>

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PREAMBLE

WHEREAS, the AXMEDIS *Contractors* have decided and agreed to execute and perform a Contract awarded by the European Commission for the AXMEDIS Project/Contract no.: 511299.

WHEREAS, the AXMEDIS *Contractors* have in place an AXMEDIS *Consortium Agreement* to which this *Affiliation Agreement* refers.

WHEREAS, the *Referenced Contractor* can be any one of the *Contractors* of the AXMEDIS *Project* at the time of signature of this agreement.

WHEREAS, the *Referenced Contractor* has to be authorised by the AXMEDIS *Project Decision Board* before the signature of this *Affiliation Agreement*.

WHEREAS, the *Affiliated Partner* is aware of the provision of the AXMEDIS *Consortium Agreement* since it is part of this *Affiliation Agreement*.

WHEREAS, the *Referenced Contractor* and the *Affiliated Partner* consider that it is of their mutual benefit to co-operate on the objectives described in the *Affiliation Technical Annex* (Annex A) of this agreement.

WHEREAS, the Annex A of this *Affiliation Agreement* contains a short description of the motivations of the *Affiliated Partner* for its affiliation.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 About Definitions

For sake of clarity, words used in this *Affiliation Agreement* shall have the same meaning as that defined in the AXMEDIS *Consortium Agreement*. By signing this *Affiliation Agreement* a third party is going to become an *Affiliated Partner* of a *Referenced Contractor*.

1.2 Additional Definitions

“Affiliation Agreement” means this agreement that is both a license agreement to exploit AXMEDIS *Framework* and an agreement among parties listed before.

“Affiliation Technical Annex” an Annexed document or section to this agreement (Annex A) for describing (i) the motivations of the *Affiliated Partner* in becoming affiliated with AXMEDIS and/or (ii) the description of how the *Affiliated Partner* intends to exploit the AXMEDIS *Framework* and if it is possible, (iii) the list of AXMEDIS *Modules* that would be accessible in *Source Code*.

“AXMEDIS Consortium” see *Consortium*.

“AXMEDIS Contractor” see *Contractor*.

“AXMEDIS Framework” or **“AXFW”** see Section 2.

“AXMEDIS Module” see *Module*.

“AXMEDIS Portal” means the portal located at <http://www.axmedis.org/>

“AXMEDIS Project” see *Project*.

“AXMEDIS Source Code Repository” see *Source Code Repository*.

“Black Lists” means lists including IDs of non active *Affiliated Partners*, distributors, producers, AXMEDIS Objects, AXMEDIS compliant tools, licenses, and other elements for the AXMEDIS control of content distribution and protection.

“Commission” or **“EC”** means the *Commission* of the European Communities.

“Consortium” means all the AXMEDIS *Contractors* participating in the AXMEDIS *Project* covered by the European Commission contract.

“Consortium Agreement” means AXMEDIS *Consortium Agreement* including its *Annexes*. It can be accessed before the signature of this affiliation by signing the non disclosure agreement, NDA, that can be recovered on AXMEDIS *Portal* or from AXMEDIS *Consortium*.

“Contractor” means an AXMEDIS partner that is participating to the contract with the EC.

“Co-ordinator” (project coordinator) means the *Contractor* identified in the AXMEDIS *Contract* who, in addition to its obligations as a *Contractor*, is obliged, as institution, to carry out the specific co-ordination tasks on behalf of the *Contractors*. According to the context the *Coordinator* is the person responsible for the project management of the entire AXMEDIS *Project*.

“Limited Source Code Access” means

- (a) access to the *Object Code*; and,
- (b) where normal use of such an *Object Code* requires an API, access to the *Object Code* and such an API; and,
- (c) if neither (a) nor (b) is available, access to the *Source Code*.

“Object Code” means *Software* in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software, including API and its technical documentation.

“Open Source Software” as used herein shall mean any computer software program the human-readable program instruction, or source code, of which are available to the public for inspection and use by others, and the license agreement applicable to which (e.g., the GNU, General Public License, or LGPL, Library GPL) allows recipients freely to copy, modify and externally distribute the program source code.

“Module” means a component or package of the AXMEDIS *Framework*.

“Parties” means the parties that are signing this *Affiliation Agreement*, that are the *Referenced Contractor* and the *Affiliated Partner*.

“Project” means the project called AXMEDIS, identified with project No. 511299 of the European Commission.

“Referenced Contractor” means an AXMEDIS *Contractor* that is the reference *Contractor* for this *Affiliation Agreement* (that signed this *Affiliation Agreement*) and it is the reference entity for the *Affiliated Partner* to interact with the AXMEDIS *Consortium*. It may be substituted.

“Software” shall mean software programs, either in “Object Code”, i.e. in machine readable, compiled and/or executable form, or in “*Source Code*”, i.e. in human readable form.

“Source Code” means *Software* in human readable form such as is normally used to enable modifications to be made to it (including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation) together with the *Software Documentation* necessary for use of such *Source Code*.

“Source Code Repository” means the AXMEDIS repository containing the AXFW *Source Code* and other related information.

“Third Parties” means other parties that have neither signed this agreement and are not *Affiliated Partners* and are not *Contractors*.

Section 2: AXMEDIS Framework

2.1: The AXMEDIS Framework

The AXMEDIS *Framework*, AXFW, consists of a set of major areas and *Modules* located in the AXMEDIS *Framework Source Code Repository* and in the AXMEDIS *Portal* public and private areas.

The AXMEDIS *Portal* (<http://www.axmedis.org>) public and private areas include:

- Papers and reports on technologies of the area, including state of the art reports;
- Requirements, use cases and test cases;
- Specification of AXMEDIS *Framework*;
- Guidelines for contributing to the AXFW;
- Tutorial notes about the usage of AXMEDIS tools in different cases of production, protection and distribution of content;
- Guidelines for content production and processing;
- Documentation and Libraries used in the AXFW, including their license model;
- Guidelines for the registration and certification of tools.

The AXMEDIS *Framework Source Code Repository* includes:

- *Source Code* of AXFW grouped in *Modules*, with past versions and documentation;
- *Source Code* of AXMEDIS tools that can be customised;
- Application area with some tools that can be used as they are and/or can be customized including
 - AXMEDIS Editor (Authoring Tool) and related components;
 - AXMEDIS AXEPTool, and AXMEDIA tool;
 - AXMEDIS Content Processing Tools;
 - AXMEDIS Programme and Publication Tools;
 - AXMEDIS Database Tools;
 - AXMEDIS Protection Tools;
 - AXMEDIS Certifier and Supervisor, AXCS, a subset;
 - AXMEDIS Protection Manager Support, PMS, a subset;
 - AXMEDIS Players with difference capabilities;
 - and future extensions.
- Testing material;
- Documentation;
- Examples of their usage.

At the date of the signature of this *Affiliation Agreement* some of the above tools and/or services may be not complete and fully functional and others are not in the above list. A more precise description of the AXFW tools may be found by reference to the public area of the AXMEDIS *Portal* or from the AXMEDIS *Consortium*.

The AXMEDIS *Framework* including its *software* and *Source Code* is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Access to the AXMEDIS *Framework* and its usage is licensed by this agreement, not sold.

Files in the AXMEDIS *Framework* are grouped into *Modules* with finer resolution as shown into the list above. The files may contain specific notices defining the *Module* of which they are a part in any case these files are arranged into those modules in the *Source Code Repository*. AXMEDIS *Modules* accessible in *Source Code* for the *Affiliated Partner* that signed this agreement are listed in the *Affiliation Technical Annex*, if the list is missing, access is granted to all of them. In the event of inconsistency or conflict between the language of this *Agreement* and the *Affiliation Technical Annex*, the provisions of this *Affiliation Agreement* shall govern.

2.2: The AXMEDIS Consortium General Services

AXMEDIS *Consortium* also provide some externally accessible services:

- General P2P Network for content sharing based on AXEPTool, mainly B2B,
- General AXMEDIS Protection Manager Support, PMS, as license manager,
- General AXMEDIS Certifier and Supervisor, AXCS, as certifier and supervisor,
 - producer of certificates, even if this role can be covered by an authorised third party,
 - certification and authentication of AXMEDIS tools,
 - supervisor and management of *Black Lists*,
 - monitoring of other non General AXCSs and non General PMSs,
- General AXMEDIS Registration *Portal*, for general registration of users,
- and future extensions.

2.3: Third Party Libraries and Patents

The AXFW may provide links to third party knowledge, libraries or code to implement various functions. *Third Party* libraries do not comprise part of the AXFW *Software* and knowledge. In some cases, access to *Third Party* libraries may be included along with the AXFW delivery as a convenience for development and testing only. Such source code and libraries as are or may be listed in the AXMEDIS *Framework*, as may be amended from time to time, are not included in the AXFW. *Affiliated Partners* acknowledge (1) that some *Third Party* libraries may require additional licensing of copyright and patents from the owners of such, and (2) that distribution of any of the AXFW referencing any portion of a *Third Party* library may require appropriate licensing from such *Third Parties*.

The AXFW *Modules* contain *Source Code* and *Software* that

- implements algorithms or specifications of some standards (mainly MPEG-21, Dublin, XML, MPEG ISO, etc.) which are covered by some patents of other companies and institutions.
- exploits libraries of *Third Parties* as stated above.

By this *Affiliation Agreement* the *Affiliated Partner* is not acquiring a license or paying a royalty for the exploitation of patents and/or the use of third party libraries which are used in the AXFW *Modules* and tools.

All the information available from AXMEDIS *Contractors* related to eventual *Third Party* patents and libraries behind the exploitation of any AXMEDIS tool can be obtained by request to the AXMEDIS *Consortium*.

Most of the *Third Parties* libraries which are used by AXFW *Modules*:

- have been posted with their source code, documentation and licensing model into the AXFW *Source Code Repository* and thus they are directly accessible and visible.
- are not provided in *Open Source*, similar to GPL, when their usage is needed in the core part of AXMEDIS tools that have to be linked in a unique executable software. The licensing model is based on a LGPL like license, which allows the creation of software tools without being constrained to make source code public.
- can be used for creating software that can be commercialized.

Some of the used *Third Party* libraries included in the AXFW are covered by a license that allows commercial exploitation provided that some payment is made. Most of the information related to licenses of *Third Parties* libraries used in AXFW is directly accessible in the AXMEDIS *Framework* documentation and *Source Code Repository*.

Section 3: Terms of the AXMEDIS Framework usage

In this section, the license grant and restrictions are described.

3.1: Access to the AXMEDIS Framework, AXFW

With this *Affiliation Agreement* the *Affiliated Partner* is obtaining the access in a non-exclusive, non-transferable, and revocable form to the most updated version of the AXFW available on AXMEDIS *Portal* and *Source Code Repository*:

- as described and subjected to the restrictions reported in Section 2 and Annex A;
- for the duration specified in Section 4;
- for the purpose described in the *Affiliation Technical Annex* reported in Annex A.

Only one account is given for each *Affiliated Partner* to access to the *Source Code Repository* and AXMEDIS *Portal* mailing lists. All the internal personnel of the *Affiliated Partner* may access to the AXFW. Multiple accounts can be requested and provided at an additional fee unless explicitly provided for in Annex A.

3.2: Usage of the AXMEDIS Framework

The *Affiliated Partner* that has signed this *Affiliation Agreement* may install copy and use the AXFW according to the restrictions described in this *Agreement* only for the purpose reported in Annex A. Eventual extensions can be requested and/or provided in writing to the AXMEDIS *Consortium*.

The *Affiliated Partner* can use the AXFW information/knowledge to:

- improve its business under its responsibility regarding eventual infringement of legal rules in the countries in which it operates;
- set up content distribution services and solutions based on AXMEDIS. If the distribution channel is based on AXMEDIS technology and DRM the related production and supervising tools have to be certified and activated by AXMEDIS *Consortium* to become usable and interoperable with other channels;
- build software and software tools whose *Source Code* it wishes to keep private. Each of these software tools containing AXFW elements/modules has to be certified by the AXMEDIS *Consortium* to be distributed and sold as an AXMEDIS compliant tool capable of manipulating AXMEDIS objects;
- built AXMEDIS player with limited capabilities that can be distributed for free in object code in an unlimited number of copies. The set of capabilities enforced in those free of charge players has to be agreed with the AXMEDIS *Consortium*. The distribution of powerful AXMEDIS player and/or AXMEDIS editor/authoring tools is subjected to a fee;
- distribute commercial software tools based on AXFW only in *Object Code*, please read also Section 1 regarding eventual *Third Party* licenses; If the distribution includes the powerful AXMEDIS player and/or AXMEDIS editor/authoring tools a commercial agreement has to be established;
- contribute to the improvement and extension of the AXFW.

3.3: Restrictions of AXMEDIS Framework Usage

The *Affiliated Partner* is not authorised to give the access to any part including *Source Code* of the AXFW to:

- other *Third Parties*;
- non internal personnel.

If it needs to intend give access to non internal personnel it can do it under its responsibility providing a list of this non internal personnel to AXMEDIS *Consortium* and ask to this non internal personnel to sign a non disclosure agreement. This non disclosure agreement has to be received in copy by the AXMEDIS *Consortium* and has to contain full information of the non internal per-

sonnel.

The *Affiliated Partner* is not authorised to install or copy or backup the AXFW Modules in *Source Code* on computers which are not own by the *Affiliated Partner* and more precisely:

- on computers for which the *Affiliated Partner* is not directly responsible
- on *Affiliated Partner*'s customers or business partners systems

Software, services and tools produced on the basis of the AXFW have to be

- compliant with the AXMEDIS guidelines and thus has to respect the directive of AXMEDIS *Consortium*;
- certified and registered according to the AXFW Guidelines accessible on the AXMEDIS *Portal*.

Software, services and tools produced on the basis of the AXFW may be subjected to an audit without any preliminary advice as reported in this *Affiliation Agreement*.

3.4: Contributions and Modifications at AXMEDIS Framework

Any kind of contribution can be performed by *Affiliated Partners*, *Contractors* and/or *Third Parties*, in the following called the proponent. The proponent may be interested in contributing to the AXFW with the aim of

- proposing and/or performing some changes and/or improvements,
- proposing some extension to the architecture and/or on some tools and models,
- extending and/or providing additional features and tools, in *Source Code*,
- improving present documentation and manuals, translating documents in different languages in Word or HTML, or TXT,
- providing additional documentation and manuals,
- providing additional and specific content for test and validation.

The contributions and/or modifications have to be proposed/provided in writing and submitted to the AXMEDIS *Portal* or *Coordinator*. In some cases, specific Call for Contributions can be arranged by AXMEDIS; while the submission of contributions/modifications is not limited to what it is stated in the calls.

The contributions can be accepted only if compliant to the current AXFW Guidelines and have to be approved by the AXMEDIS *Consortium* before incorporating them into the AXFW and *Source Code Repository* and will be made accessible for others *Affiliated Partners* and *Contractors*. Acceptance testing and verification phases could be arranged.

The requests of contribution/modification have to be accompanied by a statement in which the proponent has to explicitly state that it is:

- passing the full ownership of the intellectual property of the proposed changes to AXMEDIS *Consortium* or not. In the positive case, the contribution proposed/provided will remain of full ownership of AXMEDIS *Consortium* even after the termination of this *Affiliation Agreement*;
- providing the contribution maintaining the ownership of the intellectual property of the provided technology and/or solution. In this case, it is needed to declare the conditions at which the technology and/or solution is offered and the way by means of the proponent is going to protect the intellectual property, and the eventual cost basis. In this case, the contribution provided is considered as *Third Party* component and can be in *Source Code* or not.

The first type of contributions are preferred by the AXMEDIS *Consortium* especially when the contribution is related to relevant functionalities of the AXMEDIS *Framework*. If the contributions proposed is approved the proponent can be entitled to have a discount and/or a reduction on

the *Affiliation* fee for the following year(s) and/or on costs of other services provided by the AXMEDIS *Consortium*. The decision on this regard is taken by the AXMEDIS *Consortium* and communicated to the proponent in writing.

3.5: References to AXMEDIS Framework

Each software and hardware tool or service produced on the basis of the AXFW that is going to be distributed or provided has to refer to the AXMEDIS.

The reference has to be for:

- software tools in the “About dialog” box and in the “Splash image” (appearing when the application is started), with the clear statement: “Solution/Tool Based on AXMEDIS *Framework* technology, <http://www.axmedis.org>” and the AXMEDIS logo,
- hardware tools on the device front panel with an AXMEDIS logo,
- WEB portals on the first page with a statement “based on AXMEDIS”, where in which case for “AXMEDIS” is intended the AXMEDIS logo having a link to the AXMEDIS *Portal* <http://www.axmedis.org>,
- Manuals of those above tools with the clear statement: “Solution/Tool Based on AXMEDIS *Framework* technology, <http://www.axmedis.org>”.

3.6: Certification and registration

Software and hardware tools derived from AXFW have to be certified by the AXMEDIS *Consortium* and registered to general AXMEDIS Certifier and Supervisor.

Affiliated Partners producing derived AXFW tools or setting up distribution services based on AXMEDIS technology have to obtain the certification and have to perform the registration before the usage of AXMEDIS based tools for their business and for public trial.

Affiliated Partners can obtain certification and registration via the AXMEDIS *Consortium*.

For the certification and registration, AXMEDIS *Consortium* or a certified third party on its behalf has to receive copy of each AXFW derived software and hardware tool that include AXFW *Modules*, and this copy has to include all information, *Source Code* and binary *Object Code* as it is intended to be distributed and tools. Part of this material could be returned to the *Affiliated Partner* asking the certification and registration. The material provided will be considered confidential if not otherwise specified.

Certification and registration of derived AXFW tools and services has to be performed to:

- verify if they are AXMEDIS compliant, and in the positive case to enable their usage for manipulating AXMEDIS protected objects and to allow interoperability and the registration of the tools instances with the AXMEDIS Certifier and Supervisor;
- verify if their conformance with AXMEDIS Guidelines and purpose and security level to certify the AXMEDIS compliance;
- estimate the fingerprint of each Software Tool to register the tools on the General AXMEDIS Certifier and Supervisor so as the instances of these tools are enabled to manipulate AXMEDIS protected objects/contents.

The activity of certification and registration of derived AXFW tools and service may have an additional cost in addition to the annual subscription if not explicitly mentioned in Annex A.

3.7: Audit

AXMEDIS *Consortium* or a certified auditor on AXMEDIS *Consortium* behalf, may, upon its reasonable request and at its expense, audit the implementation of this *Affiliation Agreement* with re-

spect to the use of the AXFW. Any such audit shall be conducted during regular business hours at *Affiliated Partner's* facilities and shall not unreasonably interfere with its business activities. AXMEDIS Consortium will not remove or redistribute any electronic material during the course of an audit, but can be entitled to make a copy for further analysis.

If an audit reveals that the *Affiliated Partner* is using the AXFW Modules in a way that is in material violation of the terms of the *Agreement*, then *Affiliated Partner* shall pay AXMEDIS Consortium reasonable costs of conducting the audit. In the case of a material violation, *Affiliated Partner* agrees to pay AXMEDIS Consortium or *Referred Contractor* any amounts owing that are attributable to the unauthorized use. Alternatively, AXMEDIS Consortium reserves the right, at AXMEDIS Consortium's sole option, to terminate this *Affiliation Agreement* with the *Affiliated Partner*.

3.8: Training

This *Affiliation Agreement* does not include any obligation for either the AXMEDIS Consortium nor for the *Referred Contractor* to provide free of charge training courses, in addition to those already planned as publicly accessible and provided by the AXMEDIS Consortium.

Some public AXMEDIS training courses are free of charge for the registration and can be followed by the *Affiliated Partner* personnel, while specific training courses have to be planned and may have a specific cost.

3.9: Support and Updates

Affiliated Partners are entitled to receive email-based software developer support and access to any new versions of the AXFW and its *Modules* for which they received the authorisation to access for the subscription period, and via the AXMEDIS Portal and AXFW Source Code Repository.

Affiliated Partners are entitled to attend meetings and workshops specifically organized and open to *Affiliated Partners*. Attendance at these meetings and workshops may incur a registration cost.

Affiliated Partners may purchase additional support services from the AXMEDIS Consortium and/or *Contractors*.

Section 4: Duration of the Affiliation Agreement

4.1: Start of the Affiliation Agreement

This *Affiliation Agreement* is valid from the date of its signature by both *Parties*. The duration is annual (from the 1st of September to the end of August of the successive year). Payment made as described in Section 5 will automatically extend the agreement for additional years. The following clauses refer to termination, extension and transfer of the affiliation.

From the start of this *Affiliation Agreement*:

- one or more AXMEDIS IDs will be provided as content producer, content distributor, or other designation according to the needs of the *Affiliated Partners* as stated in the *Affiliation Technical Annex*, see Annex A. These IDs will be included in the list of IDs that will be accessible to all *Contractors* and to all other *Affiliated Partners*;
- the reference persons of the *Affiliated Partner* mentioned in this *Affiliation Agreement* will be included in all the mailing lists of AXMEDIS if not explicitly requested to do in other manner.
- the *Affiliated Partner* will be listed in the public list of *Affiliated Partners* publicly accessible on the AXMEDIS Portal (with their http link and logo) and on promotional material of AXMEDIS. The publication can be avoided if a special agreement is arranged.

4.2: Termination of the Affiliation Agreement

This *Affiliation Agreement* will be terminated:

- by the *Affiliated Partner* notifying the *Referenced Contractor* that the *Affiliation Agree-*

ment is to be terminated; no refund will be made if the termination takes place before 31st August .

- on 31st August if not extended for the following year; there will be period of 30 days from the first of September for the payment to be made which will extend the agreement. Lack of payment within that period will be taken as a decision to terminate this agreement.
- by the *Referenced Contractor* if in the reasonable opinion of the AXMEDIS Consortium the *Affiliated Partner* has infringed the rules set out in Section 3 concerning the use of the AXMEDIS Framework or the AXMEDIS intellectually property.

After the termination of this *Affiliation Agreement*, the *Affiliated Partner* is no longer authorised to:

- access the AXMEDIS Framework, AXFW, and Source Code Repository;
- exploit for its business AXMEDIS derived tools and services that it may have produced and set up and used during the affiliation period;
- use AXFW Modules for its business and/or for commercial purposes even if they have been strictly incorporated in its products and services.

With the termination, access to the AXFW services and products will be closed by the AXMEDIS Consortium side:

- the assigned AXMEDIS IDs (mentioned in Section 4.1) will be revoked,
- the subscription to the AXMEDIS Portal and related mailing lists will be disabled,
- the eventual high level AXMEDIS derived tools such a customised AXMEDIS PMS and AXCS produced and installed by the *Affiliated Partner* will be inscribed in *Black Lists*. This will implies that the related tools will have some restrictions about their usage,
- the eventual AXMEDIS Players and tools produced by the *Affiliated Partner* customising tools of the AXFW to manipulate/play AXMEDIS objects/content will continue to be usable if no violation of other terms have been detected.

Upon termination of the *Affiliation Agreement*, the *Affiliated Partner* shall return to AXMEDIS Consortium all copies of the AXFW provide by the AXMEDIS Consortium, while all copies in the possession or control of *Affiliated Partner* must be erased or destroyed. An officer of *Affiliated Partner* must promptly deliver to AXMEDIS Consortium a written confirmation that this has occurred and that any service based on AXFW technology has been stopped.

4.3: Extension of the Affiliation Agreement

This *Affiliation Agreement* may be extended annually by the *Affiliated Partners*. The subscription can be extended (confirmed for the following year) by paying the subscription to the *Referenced Contractor* or to another AXMEDIS Contractor or to the AXMEDIS Consortium.

The annual affiliation cost is defined by the AXMEDIS Consortium and details for this *Affiliation Agreement* are reported in Section 5. The affiliation can be performed for more than one year and it starts on the 1st September.

The extension of this *Affiliation Agreement* can be performed if no infringement and breach to this *Affiliation Agreement* about the use of the AXFW has been detected by the *Affiliated Partner*.

4.4: Long term Affiliation Agreement

This *Affiliation Agreement* will be transformed in a new one on 31st August 2008, with the termination of the AXMEDIS Project. It is intended to be renegotiated in line with the provisions of the Consortium Agreement and Exploitation Plan also listening the *Affiliated and Associated Partners* At that time it is intended that the Consortium will be open to new members.

4.5: Transfer the Affiliation Agreement

This *Affiliation Agreement* cannot be transferred in total or in part to a third party without written authorisation of the AXMEDIS *Consortium* and of the *Referenced Contractor*. In any case, the transfer of this agreement can be performed only by terminating the affiliation with the current *Affiliated Partner* according to Section 4.2 and establishing a new *Affiliation Agreement* with the new *Affiliated Partner*.

The *Referenced Contractor* it is entitled to transfer this *Affiliation Agreement* to any other *Contractor* with the consent of the *Affiliated Partner*. The new *Referenced Contractors* will cover all the duties of the previous one and may request to the *Affiliated Contractor* to sign a new Agreement without asking for payment of the fee for the same period.

Section 5: Payment and financial obligations

5.1: Price

The price for the annual affiliation is fixed at 5000 Euro (five thousands). The affiliation fee can be negotiated on the basis of the intention of the *Affiliated Partner* and Annex A. Contributions to the extension/modification of the AXMEDIS *Framework* can be considered a form of payment fee on the basis of the Art.3.4.

The affiliation is annual and starts from the date of the signature of this affiliation to the next 31st of August. The price is fixed no matter what point in the period 1st September to 31st August the agreement is signed. However, the affiliation may be arranged for a period longer than 12 months. The affiliation for multiple years is also possible.

5.2: Revision of Price

The affiliation price will be revised in the 2008 for defining the new affiliation rate for the subscription starting and /or continuing after August 2008. The affiliation price can be changed by the AXMEDIS *Consortium*, but will remain in the range of fair and market conditions.

5.3: Payments

Payments should be made:

- for the first year within 30 days from the signature of this agreement,
- In subsequent years by the end of September.

Section 6: Liability and Authority and other

6.1: Warranties

The AXFW is made accessible to the *Affiliated Partner* "as is" according to this *Affiliation Agreement* up to the August 2008, while within that date a new agreement will have to be signed for the successive other 5 years according to the AXMEDIS *Consortium Agreement* and Exploitation Plan.

The AXMEDIS *Consortium*, according to the *Consortium Agreement*, disclaims all liabilities and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the access to the AXFW. In addition, the AXMEDIS *Consortium* according to the *Consortium Agreement* guarantees the accessibility of the AXFW up to the August 2013 and that if the AXMEDIS *Consortium* abandons its interest in maintaining the AXFW it will be released with a license similar to *Open Source* relaxing the present *Affiliation Agreement*.

6.2: Limitation on liability

If, AXMEDIS *Consortium* warranty disclaimer notwithstanding, AXMEDIS *Consortium* is held liable to licensee, whether in contract, tort or any other legal theory, based on the licensed AXFW, AXMEDIS *Consortium's* entire liability to *Affiliated Partner* and *Affiliated Partner's* exclusive remedy shall be, at AXMEDIS *Consortium's* option, either (A) return of the fee paid for an year of the AXFW subscription, or (B) repair or replacement of the AXFW, provided *Affiliated Partner* returns to AXMEDIS *Consortium* all copies of the AXFW as originally delivered to *Affiliated Partner*.

AXMEDIS *Consortium* shall not under any circumstances be liable to *Affiliated Partner* based on failure of the AXFW if the failure resulted from accident, abuse or misapplication, by the *Affiliated Partner*, nor shall AXMEDIS *Consortium* under any circumstances be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data, or other direct, indirect, special, incidental or consequential damages. Any award of damages from AXMEDIS *Consortium* to *Affiliated Partner* shall not exceed the total amount *Affiliated Partner* has paid to AXMEDIS *Consortium* or *Referred Contractor* in con-

nection with this *Affiliation Agreement*.

6.3: Entire Agreement

This *Affiliation Agreement* constitutes the agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this *Affiliation Agreement* will be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in purchase order will apply unless expressly accepted by *Referenced Contractor* in writing. If any provision of the *Affiliation Agreement* is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this *Affiliation Agreement* shall remain in effect.

6.4: Jurisdiction

This *Affiliation Agreement* shall be construed, interpreted and governed by the laws stated in the *Consortium Agreement*. AXMEDIS *Consortium* reserves all rights not specifically granted in this *Affiliation Agreement*.

6.5: Notices

Any notice strictly regarding the management and maintenance of this *Affiliation Agreement* shall be delivered in writing to the addresses (regular or email) and recipients listed in Annex B. It shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail or email. If notices are published on the WWW of the project and sent via email, the reception of the confirmation is not needed to consider them legally valid and successfully received after 15 days of such a publication.

6.6: Settlement of Disputes

All disputes or differences arising in connection with this *Affiliation Agreement* which cannot be settled amicably shall be finally settled by arbitration under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators to be appointed under the terms of those rules. The arbitration shall be conducted in English. In any arbitration in which there are three arbitrators, the chairman shall be of juridical education. The award of the arbitration will be final and binding upon the *Parties (Affiliated Partner and Referred Contractor)* concerned.

The *Parties* concerned may instead elect to resolve by mediation a dispute or difference arising in connection with this *Affiliation Agreement*, which cannot be settled amicably.

6.7: Language

This *Affiliation Agreement* is drawn up in English, which language shall govern all major communications, notices and meetings for its application and/or extension or in any other way relative thereto.

6.8: No partnership or agency

Nothing in this *Affiliation Agreement* shall create a partnership or agency between the *Parties*..

6.9: Publication and press release

The *Parties* have the rights to make public the existence of this *Affiliation Agreement* and to mention it. The *Affiliated Partner* may produce promotional publication regarding AXMEDIS derived tools and service, as long as they have to include an explicit reference to the AXMEDIS *Framework* technology and AXMEDIS *Portal*. AXMEDIS *Contractors* may mention the *Affiliated Partners* in any promotional actions. AXMEDIS *Contractors* may provide a specific description of the intention of the *Affiliated Partner* only if authorised, a generic description confirming that the *Affiliated Partner* is going to use the AXMEDIS *Framework* for evaluation and their business

is always permitted.

6.10: Annexes

The Annexes to this *Affiliation Agreement*, which are an integral part hereof are:

Annex A: *Affiliation Technical Annex*

Annex B: List of key peoples of Parties

Also the *AXMEDIS Consortium Agreement* is an integral part of this *Affiliation Agreement* and in signing this affiliation confirms to be aware about the content described into the *AXMEDIS Consortium Agreement*. That may be formally accessed by signing the *AXMEDIS NDA* for accessing it, that can be recovered form the *AXMEDIS Portal* or from the *AXMEDIS Consortium*.

SIGNATURE

Authorised to sign on behalf of <Referenced Contractor>
Name of legally authorised representative (*written out in full*).....
Title of legally authorised representative.....
Signature of legally authorised representative.....
Date.....
Stamp of the organisation.....

Signature of legally authorised representative

Authorised to sign on behalf of <Affiliated Partner>

Name of legally authorised representative (*written out in full*).....
Title of legally authorised representative.....
Signature of legally authorised representative.....
Date.....
Stamp of the organisation.....

Signature of legally authorised representative

Annex A: Affiliation Technical Annex

A.1: Motivations of the *Affiliated Partner* in becoming affiliated with AXMEDIS

<text to be added>

A.2: How the *Affiliated Partner* intends to exploit the AXMEDIS Framework

[optional]

<text to be added>

A.3: List of AXMEDIS *Modules* that would be accessible in *Source Code*

[optional]

<text to be added>

Annex B: List of key people of Parties

Affiliated Partner	
<acronym>	<.....>
1 st Representative	<.....>
Phone	<.....>
Fax	<.....>
Address	<.....>
E-mail	<.....>
2 nd Representative	<.....>
Phone	<.....>
E-mail	<.....>

Referenced Contractor	
<acronym>	<.....>
1 st Representative	<.....>
Phone	<.....>
Fax	<.....>
Address	<.....>
E-mail	<.....>
2 nd Representative	<.....>
Phone	<.....>
E-mail	<.....>