

X-Rite CxF™ Schema Open License Agreement
March 25, 2008
www.colorexchangeformat.com

This CxF Schema License Agreement ("Agreement") is entered into by and between X-Rite, Inc., with offices at 4300 44th Street SE, Grand Rapids, Michigan 49512 ("X-Rite"), and the licensee(s) of the subject Software (collectively, the "Licensee") to provide access to the Software described in Schedule A hereto and the relevant manuals and user guides on any medium ("Documentation") which is effective as of the time when and where the Software is opened, viewed, downloaded and/or purchased in any medium.

1. **Definitions.**

1.1 "License" shall mean the right and license granted by Licensor to Licensee pursuant to this License Agreement, as set forth in Article 2 hereto.

1.2 "License Agreement" shall mean the terms and conditions as defined by Articles 1 through 9 of this document and any Schedules attached hereto, as amended in writing by the parties from time-to-time.

1.3 "Licensed Intellectual Property" shall mean all copyright rights that are owned and/or licensed by the Licensor and that are required to implement and/or use the Software in a manner consistent with the Documentation.

1.3 "Licensor" shall mean X-Rite.

1.4 "Legal Entity" shall mean the union of an acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

1.5 "Licensee" shall mean an individual or Legal Entity exercising the License granted pursuant to this License Agreement.

1.6 "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, schema definition files, documentation sources, and configuration files.

1.7 "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated

documentation, and conversions to other media types.

1.8 "Software" shall mean the work of authorship, whether in Source or Object form, as described in Schedule A hereto.

1.9 "Derivative Work" shall mean any work that is based on and/or derived from the Software (whether in Source or Object form) and/or the Documentation, and for which the extension, addition, annotation, elaboration and/or other modification represent, as a whole, an original work of authorship.

1.10 "Contribution" shall mean any work of authorship, including any additions to the Software and/or Derivative Works based thereon or derived therefrom, that is intentionally submitted to Licensor for inclusion in the Software and/or Documentation by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by or on behalf of the Licensor for the purpose of discussing and improving the Software, but excluding any communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

2. **Grant of License.**

2.1 Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a perpetual, worldwide, non-exclusive, no-charge, royalty-free right and license under the Licensed Intellectual Property to reproduce, publicly display, publicly perform, use

and distribute the Software (in Source or Object form) in a manner consistent with the Documentation (the "License"), provided that the Software is accepted, adopted, presented and used in its entirety without modification.

2.2 The License also grants Licensee a non-exclusive, royalty-free right and license to create Derivative Works based on and/or derived from the Software, provided such Derivative Works are created in one of the following two ways: 1) by embedding or including the Software in its entirety, without modification, into another similar type of software, such as another schema, to extend the functionality of the Software; or 2) by developing a software development kit (SDK) that includes and uses the Software in its entirety, without modification.

3. **Restrictions on Reproduction and Distribution; Derivative Works.**

3.1 Pursuant to the License, Licensee may reproduce and distribute copies of the Software in its entirety and/or Derivative Works based thereon and/or derived therefrom, provided that Licensee delivers a copy of this License Agreement to each recipient of the Software and/or authorized Derivative Works; and

3.2 Pursuant to the License, Licensee may create Derivative Works based on or derived from the Software, provided: 1) Licensee retains in the Source form of any reproduced and/or distributed Derivative Works all copyright, patent, trademark and attribution notices from the Source form of the Software, excluding those notices that do not pertain to any part of the Derivative Works; and 2) if the Software includes a "NOTICE" text file, Licensee includes in any reproduced and/or distributed Derivative Works a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following locations: (a) within a NOTICE text file distributed as part of the Derivative Works; (b) within the Source form or Documentation, if provided along with the Derivative Works; or (c) within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License.

3.3 Licensee may add Licensee's own attribution notices within Derivative Works

that Licensee reproduces and/or distributes alongside or as an addendum to the NOTICE text associated with the Software, provided that such additional attribution notices shall not be construed as modifying the License. Licensee may also add Licensee's own copyright statement to Licensee's Derivative Works to the extent Licensee's extension, addition, annotation, elaboration and/or other modification of the Software represent, as a whole, an original work of authorship.

3.4 Licensee shall also be entitled to provide and/or require additional and/or different terms and conditions in connection with a third party's use, reproduction and/or distribution of Licensee's Derivative Works, provided Licensee's additional or different terms and conditions for use, reproduction and/or distribution of the Derivative Works are consistent with and fully comply with the terms and conditions set forth in this License Agreement.

4. **Contributions.**

4.1 Unless Licensee explicitly and contemporaneously states otherwise in writing, Licensor shall be free to include any Contribution intentionally submitted to Licensor by Licensee in the Software and/or Documentation, in whole or in part. Contributions incorporated into the Software and/or Documentation shall automatically included in the License set forth in this License Agreement, without any additional terms or conditions.

4.2 Notwithstanding the foregoing, nothing herein shall supersede or modify the terms of any separate agreement and/or understanding between Licensee and Licensor regarding such Contributions.

5. **Trademarks.**

5.1 This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Software and reproducing the content of the NOTICE file.

6. **Disclaimer of Warranty.**

6.1 UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW OR EXPRESSLY AGREED TO IN WRITING, LICENSOR PROVIDES THE SOFTWARE (AND EACH CONTRIBUTOR

PROVIDES ITS CONTRIBUTIONS) ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING AND/OR REDISTRIBUTING THE SOFTWARE, DOCUMENTATION AND DERIVATIVE WORKS, AND LICENSEE ASSUMES ANY RISKS ASSOCIATED WITH LICENSEE'S EXERCISE OF THE LICENSE PURSUANT TO THIS LICENSE AGREEMENT.

7. **Limitation of Liability.**

7.1 In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall Licensor and/or any Contributor be liable to Licensee for damages, including any direct, indirect, special, incidental, or consequential damages of any character, arising as a result of this License Agreement or out of the use or inability to use the Software, the Documentation and/or Derivative Works (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if Licensor and/or Contributor has been advised of the possibility of such damages.

8. **Licensee Terms for Redistribution.**

8.1 While redistributing the Software, Documentation or Derivative Works thereof, Licensee may choose to offer, and charge a fee for acceptance of, support, warranty, indemnity, or other liability obligations and/or rights consistent with this License Agreement. However, in accepting such obligations, Licensee may act only on Licensee's own behalf and on Licensee's sole responsibility, not on behalf of Licensor or any other Contributor, and only if Licensee agrees to indemnify, defend, and hold Licensor and each Contributor harmless for any liability incurred by, or claims asserted against, Licensor and/or such Contributor by reason of Licensee's accepting any such warranty or additional liability.

9. **Governing Law.**

9.1 This License Agreement shall be governed by and construed under the laws of the State of Michigan, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this License Agreement or adjudicate any dispute arising out of this Agreement shall be brought in the County of Kent, State of Michigan (if under State law) or the Michigan Western District Court (if under Federal law). Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action.

10. **Entire Agreement.**

10.1 This License Agreement and the appended Schedule(s), as to their respective subject matter, exclusively and completely state the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. This License Agreement may only be amended in a writing that is signed by both parties. The parties, by their representatives signing below (or through electronic means), agree with the terms of this License Agreement and further certify that their respective signatories (or electronic communications) are duly authorized to execute this License Agreement.

11. **Term and Termination.**

11.1. This License Agreement shall commence on the date of execution hereof by both parties and shall continue in full force and effect until terminated according to Section 11.2.

11.2 This License Agreement may be terminated, as follows:

(a) By Licensee. Licensee may terminate this License Agreement upon thirty (30) days' written notice to Licensee.

(b) By Licensor. Licensor may terminate this License Agreement upon ten (10) days' written notice to Licensee, if Licensee breaches a material provision of this License Agreement, unless the breach is cured within such ten (10) day notice period or diligent efforts to effect such cure are commenced during that period.

11.3 **Effect of Termination.** Upon termination of this License Agreement for any reason, Licensee will immediately: 1) cease its reproduction, publicly display, public performance, use, importation and distribution of the Software, Documentation and Derivative Works, 2) cease the

creation of Derivative Works based on and/or derived from the Software, and 3) return to Licensor all Software, Documentation, Derivative Works and any copies thereof.

END OF TERMS AND CONDITIONS

Schedule A
Software

The software/documentation that is the subject of this License Agreement is owned by X-Rite, Inc., and is referred to as the "CxF Schema", which is specified in the terms of an XML schema definition (XSD document) and used to specify and communicate color related information and data across a broad range of industrial and commercial applications.