

## COALITION FOR CONTENT PROVENANCE AND AUTHENTICITY (THE “C2PA”) CERTIFICATION AUTHORITY AGREEMENT

This Certification Authority Agreement (“**Agreement**”) is made available for execution by entities desiring to engage with Joint Development Foundation Projects, LLC, Coalition for Content Provenance and Authenticity Series, a Delaware limited liability company with an address of 2810 N Church St, PMB 57274 Wilmington, Delaware 19802-4447 United States (the “**C2PA**”). Upon execution of this Agreement by the Company identified below, the Agreement is deemed effective as of the date of signature (“**Effective Date**”), thereby binding the C2PA and the Company (defined below) to its terms as of the Effective Date. The C2PA and the entity executing this Agreement may be referred to as a “Party” or collectively as the “Parties”.

Name of Company

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Contact person’s Phone No.

\_\_\_\_\_  
Email Address for Notice: \_\_\_\_\_

\_\_\_\_\_  
Location of Principal Office

\_\_\_\_\_  
State of Incorporation

## PREAMBLE

**WHEREAS**, artificial intelligence has created opportunities for rapid growth of media creation and modification of existing or new content including images and video;

**AND WHEREAS**, a group of companies have come together recognizing the need to develop a set of technologies, the “Content Credentials Specification” to address the prevalence of digital deception and fraud in media and to help safeguard and drive efficiency in digital decision making in business, society, and on the personal level and formed the C2PA to achieve these goals (hereinafter, the “**Purpose**”);

**AND WHEREAS**, the efforts of the C2PA require cross-industry adoption of the C2PA-developed Content Credentials Specification technologies and require certain roles be established to implement, verify and monitor the provenance of source media using the technical standards maintained by the C2PA;

**AND WHEREAS**, the C2PA recognizes the need to provide parties that rely on media for decision making with confidence that files that are said to contain C2PA Content Credentials were created using products, devices, or services that implement the C2PA Content Credentials specification correctly and securely;

**AND WHEREAS**, the C2PA has created the C2PA Conformance Program to fulfill the above need, whereby it evaluates C2PA implementations for (1) functional correctness with respect to the normative requirements of the C2PA Content Credentials specification that are pertinent to the creation of “Assets” (as defined in the C2PA Conformance Program) that are cryptographically-bound to C2PA Manifests, and (2) security of implementation following a minimum set of widely-accepted secure design best practices as defined by the C2PA Conformance Program, and makes the results of that evaluation known by including said implementations on the public C2PA Conforming Products List with a status of “conformant” as described in the C2PA Conformance Program;

**AND WHEREAS**, C2PA Content Credentials technology relies on the use cryptographic key pairs and digital certificates, as well as cryptographic time-stamps, to create digital signatures over the Claims in C2PA Manifests, thereby protecting their integrity and facilitating the authentication of the entities that produced them;

**AND WHEREAS**, entities implementing products, devices, or services that facilitate the creation, editing, or processing of media files imbued with C2PA Content Credentials, hereinafter referred to as “**Generator Products**”, which have been deemed “conformant”

by the C2PA Conformance Program, require digital certificates and time-stamps to sign the C2PA Claims in media they produce, and need those digital certificates and time-stamps to be issued by Certification Authorities and Time-Stamping Authorities that are trusted to perform such functions by relying parties;

**AND WHEREAS**, the C2PA recognizes the need to provide relying parties with authoritative lists of Certification Authorities and Time-Stamping Authorities that it has deemed to be conformant with the C2PA Certificate Policy, for which purpose it maintains the C2PA Trust List and the C2PA TSA Trust List;

**AND WHEREAS**, the Company has agreed to comply with all obligations ascribed to the role of a Certification Authority and, if it elects to implement one, a “Time-Stamping Authority” as well, set forth herein;

**NOW THEREFORE**, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 **DEFINITIONS.** Capitalized terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement.

- 1.1 **“Additional C2PA Policies”** means any policies, programs or requirements documents that are Published by the C2PA as of or after the Effective Date.
- 1.2 **“Affiliate”** means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity. **“Control”** means the possession of beneficial ownership of more than fifty percent (50%) of the stock or other similar interest entitled to vote for election of the board of directors or similar managing authority.
- 1.3 **“Certification Authority”** means the trusted entity identified by the Company executing this Certification Authority Agreement that issues, signs, and revokes digital certificates that bind public keys to subscriber identities subject to the terms of this Agreement.
- 1.4 **“Certification Authority Agreement”** means the fully executed version of this Agreement. The entity executing this Agreement shall be referred to as the **“Company”**.
- 1.5 **“Certificate Services”** means the process leading up to, including, and subsequent to the issuance of C2PA Claim Signing Certificates to instances of conformant Generator Products at the earliest of (i) the date such Generator Product is deemed “conformant” by the C2PA and an

official communication is received from the C2PA Conformance Program indicating such status; or (ii) the date that the Generator Product is listed on the C2PA Conforming Products List with a status of “conformant”, as allowed and contemplated in this Agreement, pursuant to a separate agreement between Certification Authority and an applicable Generator Product Company.

- 1.6 “**Conforming Product**” means a Generator Product that has been deemed conformant to the requirements of the C2PA Conformance Program and is listed on the C2PA Conforming Products List with a status of “conformant”.
- 1.7 “**Content Credentials Specification**” means version 2.1 or later of the C2PA Published normative requirements describing “Content Credentials” and as may be updated by the C2PA in its sole discretion, available here: <https://c2pa.org/specifications/>.
- 1.8 “the **C2PA**” means the Joint Development Foundation Projects, LLC, Coalition for Content Provenance and Authenticity Series identified in the initial paragraph above.
- 1.9 “**C2PA Certificate Policy**” means the final, approved version of the document entitled “C2PA Certificate Policy” as made available publicly on the C2PA’s website.
- 1.10 “**C2PA Claim Signing Certificate**”, or “**Certificate**”, means an X.509 certificate issued by one of the Certification Authorities on the C2PA Trust List to an instance of a “conformant” Generator Product as listed on the C2PA Conforming Products List, and which names the Generator Product as the subject of the certificate.
- 1.11 “**C2PA Conformance Program Requirements**” means any C2PA Published set of requirements included in the C2PA Conformance Program document, as maintained, published and as may be updated by the C2PA in its sole discretion and including any C2PA Specifications specified within the C2PA Conformance Program description document, all of which together constitute the “C2PA Conformance Program”, current version available at <https://c2pa.org/conformance/>.
- 1.12 “**C2PA Conforming Products List**” means the C2PA Published list of Conforming Product(s) as maintained, published and as may be updated by the C2PA in its sole discretion.
- 1.13 “**C2PA Manifests**” refers to the data structure of this name defined in the C2PA Content Credentials Specification.

- 1.14 **“C2PA Policy”** or **“C2PA Policies”** means any of the C2PA Certificate Policy, C2PA Conformance Program or any Additional C2PA Policies or requirements individually or collectively as applicable.
- 1.15 **“C2PA Published”** refers to any normative specification, requirements or other policy or lists that have been formally issued and made publicly available by the organization.
- 1.16 **“C2PA Specification(s)”** means any C2PA Published set of normative specifications, including the Content Credentials Specification, some or all of these may be C2PA Published for inclusion in the C2PA Conformance Program.
- 1.17 **“C2PA Technology”** means the technology and methods for technically conforming with the C2PA Specifications.
- 1.18 **“C2PA Trust List”** means a C2PA-managed list of X.509 certificate trust anchors (either root or subordinate Certification Authorities) that issue certificates to “conformant” Generator Product as listed on the C2PA Conforming Products List under the C2PA Certificate Policy
- 1.19 **“C2PA TSA Trust List”** means a C2PA-managed list of X.509 certificate trust anchors (either root or subordinate Certification Authorities) that issue time-stamp signing certificates to Time-Stamping Authorities (TSA).
- 1.20 **“Dispute Resolution Process”** means the process set forth in Section 11.4 related to the C2PA’s removal of Company’s CA certificate(s) or TSA certificate(s) from the C2PA Trust List or the C2PA TSA Trust List, respectively.
- 1.21 **“Generator Product”** means the set of software, hardware, and platform configurations created by a Generator Product Company that works together as a system to produce digital Assets with C2PA Manifests as described in the Content Credentials Specification.
- 1.22 **“Generator Product Company(ies)”** means an entity or entities that has/have executed a “C2PA Generator Product Agreement” and remain in good standing with the C2PA.
- 1.23 **“Intake Form”** means that initial web-based questionnaire that is required to be filled out by the Company in order to apply for the role of Certification Authority and, optionally, Time-Stamping Authority, if required by the C2PA.
- 1.24 **“Non-Public Information”** shall have the meaning as ascribed in Section 8.1 below.
- 1.25 **“Notice”** has the meaning as ascribed in Section 12.6 below.

- 1.26 “**Time-Stamping Services**” means the process leading up to, including, and subsequent to the issuance of RFC 3161-compliant time-stamps to instances of conformant Generator Products.

## 2 APPOINTMENT AND AUTHORIZATION OF COMPANY TO PROVIDE CERTIFICATE SERVICES

- 2.1 The C2PA hereby appoints and authorizes the Company listed above, on a non-exclusive basis, to operate one or more Certification Authorities that perform the Certificate Services to Generator Product Companies pursuant to the terms and conditions of this Agreement. Company hereby accepts such appointment and authorization and agrees to perform the Certificate Services in accordance with the C2PA Certificate Policy.
- 2.2 The C2PA hereby authorizes the Company listed above, on a non-exclusive basis, to optionally operate one or more Time-Stamping Authorities that perform Time-Stamping Services to Generator Product Companies pursuant to the terms and conditions of this Agreement. Company hereby agrees to perform the Time-Stamping Services in accordance with the C2PA Certificate Policy.
- 2.3 Company shall perform the Certificate Services in accordance with the current C2PA Certificate Policy as may be modified by the C2PA in its sole discretion and reasonably notified by the C2PA to Company upon any such modification to the C2PA Certificate Policy.
- 2.4 Company hereby represents and warrants to the C2PA that Company will perform the Certificate Services only in accordance with the following provisions:
- 2.4.1 Company has read, acknowledges, and warrants that it shall abide by the process and requirements for issuance of Certificates set forth in the C2PA Certificate Policy;
  - 2.4.2 Company shall issue Certificates on a fair, unbiased, and non-discriminatory basis;
  - 2.4.3 to the best of Company’s knowledge, all information provided to the C2PA related to Company’s performance of the Certificate Services shall be true and accurate;
  - 2.4.4 Company shall retain all required documentation in accordance with the C2PA Certificate Policy or applicable provisions of the C2PA Conformance Program; and
  - 2.4.5 Company shall maintain its status as satisfying the requirements set forth in Section 5 at all times and promptly notify the C2PA of

any changes or issues that could affect the Company's status as fulfilling such requirements.

### **3 THE C2PA RESPONSIBILITIES**

- 3.1 The C2PA will make the criteria, standards and updates to the Conforming Products List publicly available as required for the Company to perform the Certification Services.
- 3.2 The C2PA will notify the Company if there are any changes in the criteria or standards that may affect the eligibility of products for certification in accordance with this Agreement.
- 3.3 The C2PA will maintain the Conforming Products List, making it publicly accessible and up-to-date within seventy-two (72) hours with the most current information listing Conforming Products.

### **4 CHANGES TO CERTIFICATE POLICY**

- 4.1 The C2PA will abide by the 'Policy Administration' section (currently section 1.8) of the C2PA Certificate Policy in making changes to the C2PA Certificate Policy. The effective dates of these changes are based on the date that the C2PA Steering Committee approves such changes and will be documented in the Certificate Policy 'Revision History' (currently section 1.3.1).

### **5 C2PA TRUST LIST AND TSA TRUST LIST REQUIREMENTS**

- 5.1 The C2PA will maintain the following:
  - 5.1.1 a "C2PA Trust List" that will allow Generator Product Company(ies) to identify a Certification Authority operated by the Company as available to furnish Certificate Services "conformant" Generator Product as listed on the C2PA Conforming Products List. Company hereby authorizes the C2PA to list the Certificate(s) of the Company's conformant Certification Authority(ies) on the C2PA Trust List as may be modified by the C2PA in its sole discretion.
  - 5.1.2 a "C2PA TSA Trust List" that will allow Generator Product Company(ies) to identify a Time-Stamping Authority operated by the Company as available to furnish Time-Stamping Services to "conformant" Generator Product as listed on the C2PA Conforming Products List. Company hereby authorizes the C2PA to list the Certificate(s) of the root or issuing CA(s) of the



Company's Time-Stamping Authority(ies) certificate(s) on the C2PA TSA Trust List as may be modified by the C2PA in its sole discretion.

- 5.2 In order to be listed on the C2PA Trust List and the C2PA TSA Trust List, Company must, at all times during the Term of this Agreement:
- 5.2.1 Remain an entity in good standing and registered within its applicable State or Federal jurisdiction and comply with all applicable laws, rules and regulations related to its performance of the Certificate Services.
  - 5.2.2 Possess the requisite skill and industry knowledge to perform the Certificate Services and Time-Stamping Services.
  - 5.2.3 Render the Certificate Services and Time-Stamping Services in a good and workmanlike manner in accordance with the C2PA Certificate Policy.
  - 5.2.4 Offer Certificate Services and Time-Stamping Services terms to Generator Product Company(ies) on a non-discriminatory basis.
- 5.3 The C2PA reserves the right, in its sole discretion, to modify the requirements of the C2PA Certificate Policy, the C2PA Trust List, and the C2PA TSA Trust List.
- 5.4 The C2PA reserves the right to remove one, several, or all of the Certification Authorities operated by the Company from the C2PA Trust List, and likewise one, several, or all of the root or issuing CAs of the Time-Stamping Authorities operated by the Company from the C2PA TSA Trust List, if it deems necessary in accordance with the provisions of this Agreement or in the event the C2PA determines that Company is no longer capable of performing the Certificate Services or Time-Stamping Services in accordance with the C2PA Certificate Policy. The C2PA shall provide at least ninety (90) days' prior notice to Company of any proposed action under this Section 5.4. The notice shall include a reasonably detailed description of (i) the reasons that the C2PA has initiated the removal of Company's Certification Authority(ies) from the C2PA Trust List or the Company's Time-Stamping Authorities from the C2PA TSA Trust List; (ii) the date by which Company must cease issuing Certificates or Time-Stamps pursuant to the Certificate Policy; and (iii) any further actions as required pursuant to this Agreement or the Certificate Policy. Company may initiate the Dispute Resolution Process to challenge any action taken by the C2PA pursuant to this Section 5.4 by providing notice as required in Section 11.4 below.



## 6 REPORTING OBLIGATIONS

### 6.1 **Compromise of Private Keys or Certificates**

- 6.1.1 In the event of any compromise, breach, or suspected compromise of Certification Authority or Time-Stamping Authority private keys or Certificates, Company shall promptly inform the C2PA by email at [trust-list-admin@c2pa.org](mailto:trust-list-admin@c2pa.org), providing full details of the incident.
- 6.1.2 Company shall notify the C2PA within forty-eight (48) hours after discovering the compromise or breach or as soon as commercially reasonable. The notice shall include the nature of the compromise, potential impact on Conforming Products, and corrective actions taken or planned.
- 6.1.3 Company shall provide a detailed report to the C2PA describing the cause of the compromise, any affected Certificates or Time-Stamps, and any remedial measures taken to mitigate the impact.

### 6.2 **Inaccurate Information in Certificates or Time-Stamps**

- 6.2.1 Company shall notify the C2PA promptly at [trust-list-admin@c2pa.org](mailto:trust-list-admin@c2pa.org) if it becomes aware of any information within an issued Certificate or Time-Stamp becomes inaccurate, incomplete, or outdated. This includes, but is not limited to, changes in product specifications, compliance status, or other critical information affecting the “conformant” status of a product.
- 6.2.2 Company shall provide a report detailing the nature of the inaccuracy, the steps taken to correct it, and any changes to the issued Certificates or Time-Stamps.

### 6.3 **Revocations of Certificates**

- 6.3.1 In the event that any Certificate issued by a Certification Authority operated by the Company must be revoked due to non-compliance with the C2PA Certificate Policy or inaccuracies in the Certificates, then Company shall promptly email the C2PA at [trust-list-admin@c2pa.org](mailto:trust-list-admin@c2pa.org) of such revocation, providing a clear explanation of the reason for the revocation.
- 6.3.2 Company shall provide the C2PA with detailed reports on the revocation that are based on non-compliance with the C2PA Certificate Policy or inaccuracies in Certificates, including the

affected product, the date of revocation, and any corrective or preventive actions implemented.

- 6.3.3 Company shall cooperate with the C2PA to ensure that any necessary updates to the Conforming Products List are made in a timely manner.

## **7 CA/GENERATOR COMMERCIAL TERMS**

- 7.1 Company shall be responsible for establishing the commercial terms of its performance of the Certificate Services. The C2PA shall not be a party to the Company/Generator Product Company commercial terms agreement(s). Company shall provide its Certificate Services to the Generator Product Company, and offer its commercial terms accordingly, on commercially reasonable terms, which terms shall be in accordance with industry standards for certificate authorities.

## **8 DISCLOSURE OF NON-PUBLIC INFORMATION**

- 8.1 Protection of Non-Public Information. In connection with the C2PA's Conformance Program, Company may submit information to the C2PA that is marked with a "Not for Public Disclosure" designation. Such information, along with any communications exchanged between the C2PA and Company (collectively, "Non-Public Information") shall be protected in accordance with this Section 8. The C2PA and the C2PA's designated C2PA Conformance Program administrator shall exercise all reasonable efforts to prevent Non-Public Information from being accessible to any third parties. The C2PA shall maintain the security of Non-Public Information using procedures for safeguarding such information that are at least as rigorous as the C2PA would employ for its own sensitive, non-public information, but in no case less than a reasonable degree of care.
- 8.2 Restrictions on Disclosure. The C2PA may disclose Non-Public Information only to its employed personnel, attorneys, auditors, Affiliates, or other agents and/or contractors ("Representatives") who have a need to know such Non-Public Information to administer the C2PA Conformance Program and who are bound by obligations of non-disclosure sufficient to prevent its unauthorized release. Participation in the C2PA Conformance Program or general membership in the C2PA does not, in itself, constitute a "need to know" for the purposes of accessing Company's Non-Public Information. The C2PA shall retain such Non-Public Information only for so

long as such information is reasonably necessary to fulfill its responsibilities set forth in Section 3 above.

- 8.3 Notification of Unauthorized Disclosure. The C2PA shall notify Company in writing promptly upon discovery of any unauthorized use or disclosure of Company's Non-Public Information. The C2PA will reasonably cooperate to investigate the cause and to mitigate the impact of any such unauthorized use or disclosure.
- 8.4 Disclosure of Certification Authority Status. The C2PA shall have the right to disclose to third-parties the fact that Company has signed this Agreement, and may make available to the public a list of active Certification Authority companies.
- 8.5 Disclosure Required By Law. In the event the C2PA is required by law, regulation, or order of a court or other authority of competent jurisdiction to disclose Non-Public Information, the C2PA shall take reasonable steps to notify Company prior to disclosure. The C2PA shall take reasonable steps to challenge or restrict the scope of such required disclosure and cooperate with any effort undertaken by Company to challenge the disclosure or to obtain a protective order requiring that the Non-Public Information so disclosed be used only for the purposes for which the applicable order was issued.
- 8.6 Exceptions to Non-Public Information. The restrictions set forth in this Section 8 shall not apply to information which the C2PA may demonstrate: (1) is now, or hereafter becomes, through no act or failure to act on the part of the C2PA or its Representatives, generally known or available; (2) is known by the C2PA, as evidenced by its records, free of any obligation of non-disclosure at the time of receiving such information; (3) was also furnished to the C2PA by a third party without a breach of any non-disclosure obligation and without restriction on disclosure; (4) is independently developed by the C2PA without any breach of this Agreement; or (5) is the subject of a written permission to disclose provided by Company.
- 8.7 Export. Company shall comply with all applicable laws and regulations of the United States and other countries and jurisdictions relating to the export or re-export of commodities, software, and technical data insofar as they relate to activities under this Agreement.
- 8.8 Disclosure of Non-Public Information by the C2PA. In the event Company and/or its Affiliates need to receive or exchange any non-public, confidential information that derived from the C2PA then Company, and

any of its Affiliates that require access to such information shall agree in a separate written instrument (e.g. non-disclosure agreement) with the C2PA to be bound by confidentiality obligations set forth therein.

## 9 TERM/TERMINATION

9.1 Termination. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with any of the following provisions:

9.1.1 Company shall have the right to terminate this Agreement at any time upon at least ten (10) days prior written notice to the C2PA.

9.1.2 Either Party shall have the right to terminate this Agreement for any material breach by the other Party, subject to the following provisions regarding whether the Party in breach is entitled to an opportunity to cure.

9.1.2.1 This Agreement may be terminated upon written notice to the Party being terminated, without opportunity to cure, in the case of a material breach that: (i) is not fully curable within thirty (30) days of such notice; (ii) is part of a pattern of behavior involving the repeated release of non-compliant products for which Company received prior notice of breach, whether or not Company cured such repeated breaches following such notice.

9.1.2.2 In all other cases, this Agreement may be terminated only if the Party being terminated is given written notice and fails to cure the breach within thirty (30) days of such notice.

9.1.3 Avoidance of Legal Liability. If such action is necessary to avoid its potential legal liability, the C2PA may terminate this Agreement immediately upon written notice to Company.

9.1.4 Bankruptcy. The C2PA may terminate this Agreement in the event that Company: (i) files in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of its assets; (ii) proposes a written agreement of composition or extension of its debts; (iii) is served with an involuntary petition

against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty (60) days after the filing thereof; (iv) proposes or becomes a party to any dissolution or liquidation; or, (v) makes an assignment for the benefit of its creditors.

9.1.5 Effect of Termination. Upon termination or expiration of this Agreement, Company shall cease all activities authorized under the Agreement and the C2PA shall promptly remove Company's Certification Authority(ies) from the C2PA Trust List, and Company's Time-Stamping Authorities from the C2PA TSA Trust List.

9.2 Survival. Sections 1, 8, 9.1.5, this Section 9.2, 10, 11.1, 11.4, and 12 and such other sections of this Agreement that, by their own terms survive termination or expiration of this Agreement, or need to survive to give effect to the survival of the foregoing, shall continue in full force after termination or expiration of this Agreement until by their terms they are fulfilled.

## **10 DISCLAIMER & LIMITATION ON LIABILITY**

10.1 Disclaimer. ALL INFORMATION INCLUDING THE C2PA SPECIFICATION(S) AND C2PA POLICIES (INCLUDING THE C2PA CERTIFICATE POLICY) ARE PROVIDED "AS IS." THE C2PA PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT. THE C2PA PARTIES FURTHER DISCLAIM ANY WARRANTY THAT ANY IMPLEMENTATION OF THE C2PA SPECIFICATIONS OR C2PA POLICIES IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

10.2 Limitation of Liability. NONE OF THE C2PA NOR ITS MEMBER COMPANIES, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH OR THEIR AFFILIATES (COLLECTIVELY, "**THE C2PA PARTIES**") SHALL BE LIABLE TO COMPANY FOR ANY DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, INCLUDING TERMINATION OF THE AGREEMENT PURSUANT TO SECTION 9, OR BASED ON ANY PERSON'S USE OF OR MAKING, USING, SELLING OR IMPORTING ANY PRODUCTS OF COMPANY THAT IMPLEMENT THE C2PA SPECIFICATIONS OR C2PA POLICIES WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, INTELLECTUAL PROPERTY INFRINGEMENT (DIRECT, CONTRIBUTORY OR OTHERWISE), PRODUCT LIABILITY, REGULATORY OR STATUTORY VIOLATION, OR OTHERWISE. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST ANY OF THE C2PA PARTIES NOTWITHSTANDING THE ABOVE LIMITATION, THE C2PA PARTIES' AGGREGATE LIABILITY TO COMPANY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE HUNDRED US DOLLARS (\$100). EXCEPT WITH RESPECT TO COMPANY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11.1 BELOW, COMPANY AND ITS DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH SHALL NOT BE LIABLE TO THE C2PA PARTIES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

## **11 REMEDIES**

- 11.1 Indemnification. Company shall indemnify and hold the C2PA Parties (as defined above) harmless from and against any and all third-party losses, claims, actions, suits, proceedings or litigation, and any losses, deficiencies, damages, liabilities, costs and expenses including without limitation, reasonable attorneys' fees and all related costs and expenses, to be paid or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation, to the extent resulting from any breach of any covenant, agreement, representation or warranty herein or negligent acts committed by Company or its or their employees or agents arising out of or in relation to the subject matter of this Agreement.
- 11.2 Equitable Relief. Company agrees that the C2PA is entitled to seek injunctive relief to prevent further or threatened breaches of this Agreement according to the terms of this Section 11.2 provided that it first

provides Company with (i) written notice and (ii) an opportunity to cure if and to the same extent that Company would have an opportunity to cure in the event that the C2PA were seeking termination under Section 9.1.2. Company further agrees that, as provided by law, injunctive relief is an appropriate remedy to prevent or limit the adverse consequences of actual or threatened breaches of this Agreement that are not cured. The C2PA agrees that systemic failures of the source code or other technology provided by the C2PA to Company, or any aspect of such technology, that are not caused by breaches by Company shall not trigger application of the provisions of this Section 11.2 to Company and/or its products.

11.3 Revocation. The C2PA has identified revocation guidelines and a documented process within its Conformance Program for the C2PA's affirmative removal of C2PA Trust List or C2PA TSA Trust List records. The C2PA shall provide reasonable prior notice of the "C2PA Revocation Guidelines" prior to implementation or utilization of the revocation procedures. The C2PA Revocation Guidelines shall require prior notice of revocation of certificates in the event that Company is required to perform revocation actions as directed by the C2PA.

11.4 Dispute Resolution Process. In the event that the C2PA provides notice, or takes action, to remove a Company's Certification Authority(ies) or Time-Stamping Authority(ies) from the C2PA Trust List or the C2PA TSA Trust List, respectively, as permitted under Section 5.4 above, the following process shall apply:

11.4.1 Submission of Dispute: Company shall have the right to dispute the proposed removal of the Company Certification Authority(ies) from the C2PA Trust List or Time-Stamping Authority(ies) from the C2PA TSA Trust List by submitting a written dispute to the C2PA ahead of the deadline set forth in the notice. The dispute submission must include all relevant information and documentation supporting the Company's position. The dispute submission must include all relevant information and documentation supporting the Company's position and shall be sent via email to the C2PA (at [conformance@c2pa.org](mailto:conformance@c2pa.org) with copy to [legal@c2pa.org](mailto:legal@c2pa.org)) ahead of the deadline set forth in the notice.

11.4.2 Procedures. The following provisions apply in the event of a dispute between the Company and the C2PA. This process only



applies to disputes between the Company and the C2PA and not between the Company and other third-parties including as between the Company and Generator Product Companies. Upon receipt of the dispute submission, the C2PA shall initiate the dispute resolution process as further described below and in the C2PA Conformance Program that details the Dispute Resolution Process. The following provisions of the Dispute Resolution Process shall apply to all dispute submissions sent by the Company to the C2PA in accordance with Section 11.4.1:

- 11.4.2.1 C2PA Independent Panel: Upon receipt of a dispute submission, the C2PA will convene an independent panel, the makeup of which shall be described in the C2PA Conformance Program.
- 11.4.2.2 Arbitration. Any controversy or claim between Company and the C2PA not resolved by the C2PA Independent Panel process above shall be settled by binding arbitration in accordance with the Arbitration Rules (the “Rules”) of the International Chamber of Commerce (ICC), and the procedures set forth below. In the event of any inconsistency between the Rules of ICC and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrator(s) shall be binding and final on the Parties and may be enforced in any court having jurisdiction thereof.
  - 11.4.2.2.1 Location. The location of the mediation and arbitration shall be in Kent County, Delaware, U.S.A., or a location where the parties mutually agree.
  - 11.4.2.2.2 Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) ICC arbitrators who are independent and disinterested with respect to the C2PA. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by ICC from among their panelists with relevant expertise.

- 11.4.3 Costs & Expenses. The parties shall bear their own costs and expenses related to the Dispute Resolution Process.
- 11.4.4 Confidentiality of Dispute Process. All information and documentation submitted by Company in connection with the Dispute Resolution Processes, as well as any communications and deliberations of the C2PA Independent Panel, shall be treated as confidential. Both the C2PA and Company shall not disclose such confidential information to any third parties, except as required by law or as necessary to carry out the Dispute Resolution Process.
- 11.4.5 Implementation of Decision. Based on the recommendation of the C2PA Independent Panel, resolution during mediation or final decision after formal arbitration, the C2PA shall take the necessary and appropriate action, which may include maintaining the Company's Certification Authority(ies) on the C2PA Trust List, or the Company's Time-Stamping Authority(ies) on the C2PA TSA Trust List or proceeding with the removal.

## 12 MISCELLANEOUS

- 12.1 Ownership. All Non-Public Information, copyrights and patents, and media embodying any of the above as provided by either Party shall remain the property of each respective Party or the respective licensors/rights holder. Except as expressly provided herein, this Agreement does not give or grant to Company any license or other of the C2PA's, the C2PA Parties', or any third-party's rights to any information or intellectual property rights provided under this Agreement.
- 12.2 Assignment. The rights and obligations of Company under this Agreement are personal to Company and shall not be assigned or otherwise transferred except: (1) with the written approval of the C2PA; (2) to an Affiliate of Company; or (3) to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Company or of all or substantially all of the outstanding capital stock or assets and obligations of the business unit of Company that is making use of the the C2PA Specifications or C2PA Policies in its business activities or the surviving entity in a merger, reorganization, or other business combination; provided written notice of such assignment has been provided in advance to the C2PA and the surviving or acquiring company has agreed in writing to be bound by the terms of this Agreement. Subject to the limitations set forth

in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns. The C2PA may assign this Agreement to any person or entity that agrees to assume the transferor's obligations hereunder, and the C2PA shall provide Company with written notice of such assignment or transfer. Any purported transfer or assignment other than as allowed by this Section 12.2 shall be null and void.

- 12.3 Purpose and Intention. In construing the terms of this Agreement, no presumption shall operate in any Party's favor as a result of its counsel's role in drafting the terms or provisions hereof. It is the Parties' intention that the provisions of this Agreement, the C2PA Specifications and the C2PA Policies shall be understood and interpreted to be consistent with the Purposes of this Agreement as set forth in the recitals.
- 12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, the United States of America, applicable to agreements made and to be performed entirely in such State.
- 12.5 Consent to Jurisdiction. In connection with any litigation between the Parties hereto arising out of, or relating to, this Agreement, each Party irrevocably consents to: (1) the exclusive jurisdiction and venue in the Federal and State courts located in the Kent County, Delaware, the United States; and (2) the service of process of said courts in any matter relating to this Agreement by personal delivery by overnight mail or international courier, which requires signing on receipt, postage prepaid, to the Parties at the address specified in this Agreement. The Parties agree to waive a jury trial on any action arising out of or relating to this Agreement.
- 12.6 Notice. Any notice required to be given under this Agreement shall be in writing and may be by email to the Parties by registered mail to the physical address or by email address with return confirmation, in either case to the address specified in the Agreement for Company or the email address for the C2PA set forth in this Section 12.6 ("**Notice**"). Such Notice shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Email Notices to the C2PA under this Agreement shall be sent to: [trust-list-admin@c2pa.org](mailto:trust-list-admin@c2pa.org) with cc to: [legal@c2pa.org](mailto:legal@c2pa.org). Email Notices to Company shall be sent to the email address listed at the beginning of this Agreement, if no email has been provided then Notice via U.S. Mail may be provided to the physical address listed above instead.

Any Party may give Notice of a change of physical or email address and, after Notice of such change has been received, any Notice or request shall thereafter be given to such Party at such changed address.

- 12.7 Severability; Waiver. Should any part of this Agreement judicially be declared to be invalid, unenforceable, or void, the Parties agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be reformed by the entity having jurisdiction thereover without further action by the Parties hereto and only to the extent necessary to make such part or parts valid and enforceable. A waiver by any of the Parties hereto of any of the covenants or promises to be performed by the other Party(ies) or any breach thereof shall not be effective unless made in writing and signed by the waiving Party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

***[Signature Page to Follow]***

NOT FOR SIGNATURE

**SO AGREED AS OF THE DATE FIRST WRITTEN ABOVE.**

Joint Development Foundation Projects,  
LLC, Coalition for Content Provenance  
and Authenticity Series

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Andrew Jenks  
Title: Executive Director

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOT FOR SIGNATURE