

## COALITION FOR CONTENT PROVENANCE AND AUTHENTICITY (THE "C2PA") VALIDATOR PRODUCT AGREEMENT

This C2PA Validator Product Company 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 Applicant identified below, the Agreement is deemed effective as of the date of signature ("**Effective Date**"), thereby binding the C2PA and Applicant (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".

Validator Product Company Name ("**Applicant**")

\_\_\_\_\_  
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 that parties that rely on media for critical decisions need assurance that files claiming to contain C2PA Content Credentials have been validated 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 functional correctness with respect to the normative requirements of the C2PA Content Credentials specification that are pertinent to the validation of C2PA Manifests that are cryptographically-bound to Assets, 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**, entities implementing products, devices, or services that facilitate the validation of media files imbued with C2PA Content Credentials, hereinafter referred to as Validator Products, may wish to submit their implementations for evaluation by the C2PA Conformance Program, and if deemed to meet the requirements of the C2PA Conformance Program, to obtain the aforementioned public recognition that their implementations have been deemed by the C2PA Conformance Program to be Conforming Products;

**AND WHEREAS**, Applicant has agreed to comply with all obligations ascribed to the role of Validator Product Company 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 **“Asset”** means a file or stream of data containing digital content, asset metadata and optionally, a C2PA Manifest.
- 1.4 **“Conforming Product”** means a Validator 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”.
- 1.5 **“Content Credentials Specification”** means version 2.2 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>.
- 1.6 The **“C2PA”** means the JJoint Development Foundation Projects, LLC, Coalition for Content Provenance and Authenticity Series identified in the initial paragraph above.
- 1.7 **“C2PA Certificate Policy”** means the final, approved version of the document entitled “C2PA Certificate Policy” as made available publicly on the C2PA’s website.
- 1.8 **“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/>.

- 1.9 “**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.
- 1.10 “**C2PA Independent Panel**” means the C2PA designated committee as described in Section 9.4.3.1, the makeup of which is further detailed in the C2PA Conformance Program.
- 1.11 “**C2PA Manifests**” refers to the data structure of this name defined in the C2PA Specification for Content Credentials.
- 1.12 “**C2PA Non-Normative Guidance**” means the set of informative documents published by the C2PA, in conjunction with the C2PA Specifications.
- 1.13 “**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.
- 1.14 “**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.
- 1.15 “**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.
- 1.16 “**C2PA Technology**” means the technology and methods for technically conforming with the C2PA Specifications.
- 1.17 “**Dispute Resolution Process**” means the process set forth in Section 9.4 related to the C2PA’s revocation of the “conformant” status of Applicant’s product on the Conforming Products List.
- 1.18 “**Intake Form**” means that initial web-based questionnaire that is required to be filled out by applicants to apply for the C2PA Conformance Program.
- 1.19 “**Non-Public Information**” shall have the meaning as ascribed in Section 6.1 below.
- 1.20 “**Notice**” has the meaning as ascribed in Section 10.8 below.
- 1.21 “**Personally Identifiable Information**” or “**PII**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
- 1.22 “**Validator Product**” means the set of software, hardware, and platform configurations created by Applicant that work together as a system to

validate digital Assets with C2PA Manifests as described in the Content Credentials Specification.

- 1.23 “**Validator Product Agreement**” means the fully executed version of this Agreement. The entity executing this Agreement shall be referred to as a “**Validator Product Company**” or “**Applicant**”.

## 2 VALIDATOR PRODUCT COMPANY REQUIREMENTS

- 2.1 The C2PA will list any of Applicant’s Validator Products that Applicant applies for and intends to be listed on the C2PA Conforming Products List as Conforming Products so long as the C2PA deems that such Validator Products conform to the current version of the C2PA Conformance Program requirements as of the date of Applicant’s submitted Validator Product, within its implementation of the Content Credentials Specification(s) (and any additional C2PA Specifications that become part of the C2PA Conformance Program during the Term).
- 2.2 Applicant authorizes the C2PA to list Applicant’s Validator Product(s) on the C2PA Conforming Products List, if it has been deemed to be “conformant” with the requirements of the C2PA Conformance Program, no earlier than the ‘Earliest Public Disclosure date’ requested by Applicant on the Intake Form.
- 2.3 Applicant represents and warrants that:
- 2.3.1 All information submitted through the Intake Form and subsequent responses to the C2PA, if applicable, are true and accurate; and that any responses to additional requirements, depending on the Validator Product(s)’ asserted level of security implementation are also true and accurate;
- 2.3.2 Applicant’s Validator Products are designed to accurately validate C2PA Manifests in accordance with the Content Credentials Specification;
- 2.3.3 Applicant will endeavor on a bona fide, good-faith basis, to implement its Validator Products in order to validate Assets with cryptographically-bound C2PA Manifests in accordance with the Content Credentials Specification and for no other unlawful purpose or otherwise in contravention of the Purpose set forth in the recitals above; and
- 2.3.4 Applicant has reviewed and understands the C2PA Non-Normative Guidance concerning potential PII risks that may arise in its implementations of the Content Credentials Specifications. Applicant may elect to not collect, process, or store PII as part of implementation

- of their Validator Product. If, however, Applicant does collect PII, then Applicant shall be solely responsible for collection, processing, storage and security related to any PII in its possession due to its respective products' implementation of the Content Credentials Specifications.
- 2.4 Applicant will maintain a publicly accessible and prominently displayed email address to track vulnerabilities and non-conformance issues in its Validator Products while they remain listed on the Conforming Products List.
- 2.5 In the event Applicant discovers, either by its own investigation or as notified by the C2PA, that its Validator Products no longer meet the requirements set forth in the C2PA Conformance Program, then Applicant shall notify the C2PA within seventy-two (72) hours and remediate the issue as soon as commercially reasonable and provide email Notice to the C2PA at: [conformance@c2pa.org](mailto:conformance@c2pa.org) of the issue and all remediation efforts made to date. Applicant shall reasonably cooperate with the C2PA in responding to any inquiry related to any issue notified to the C2PA by third-parties.

### **3 C2PA RESPONSIBILITIES**

- 3.1 The C2PA will establish and maintain:
- 3.1.1 The application process for Applicant to submit requisite information on the Intake Form.
- 3.1.2 The C2PA Specifications, the Conforming Products List, the C2PA Trust List, and the C2PA Conformance Program.
- 3.1.3 The Conforming Products List, making the latest version publicly accessible and up-to-date within seventy-two (72) hours of a change to the Conforming Products List with the most current information listing Conforming Products.
- 3.2 Subject to the Dispute Resolution Process set forth in Section 9.5, the C2PA reserves the right to revoke the "conformant" status of Applicant's Validator Product(s) on the Conforming Products List if it deems necessary in accordance with the provisions of this Agreement or in the event the C2PA determines that products listed on the Conforming Products List no longer meet the requirements of the C2PA Conformance Program.
- 3.3 Subject to Section 5 below, the C2PA may make available to Applicant the C2PA or third-party logos/trademarks for Applicant's use pursuant to the C2PA's Logo Usage Guidelines as may be Published by the C2PA.

## **4 CHANGES**

- 4.1 The C2PA reserves the right, in its sole discretion, to modify the C2PA Specification(s), any additional C2PA Specifications, the C2PA Certificate Policy, the C2PA Conformance Program and the C2PA Non-Normative Guidance, including the requirements therein.
- 4.2 In the event the C2PA deems that a material change is required to prevent or address a potential or actual security threat as deemed necessary by the C2PA then Applicant shall implement an appropriate remedy, as instructed by the C2PA, in all “conformant” Validator Products within ninety (90) days (or such other timeframe as notified by the C2PA) of notice of such material change, if such remedy is technically feasible for such Validator Products.

## **5 USE OF C2PA LOGO/TRADEMARK**

- 5.1 Subject to the terms of this Agreement, the C2PA grants Applicant a non-exclusive, non-transferable, non-sublicensable, revocable license to use the C2PA’s designated trademarks, service marks, and logos each as described and as allowed in the C2PA Conformance Program (collectively, the “Marks”) solely for the purpose of Applicant’s public display of such Marks in conjunction with Applicant’s Generator Products on the Conforming Products List.
- 5.2 Use of the Marks must at all times comply with the C2PA’s Conformance Program including, if applicable, the C2PA’s “Logo and Trademark Usage Guidelines”, as may be updated from time to time by the C2PA. Any use of the Marks outside the scope of the Conformance Program or the guidelines of this Agreement is strictly prohibited.
- 5.3 The C2PA reserves the right to revoke this license at any time upon written notice if Applicant fails to comply with the terms of this Section 5 or if the Conforming Product(s) are no longer deemed “conformant” in accordance with the C2PA Conformance Program.

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

- 6.1 Protection of Non-Public Information. In connection with the C2PA’s Conformance Program, an Applicant 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 Applicant (collectively, "Non-Public Information") shall be protected in accordance with this Section 6. 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 Conformance Program administrator shall prevent Non-Public Information from being shared with other C2PA applicants ("Fellow Applicants"), even if such Fellow Applicants are 'members' of the C2PA as described in an applicable C2PA Membership Agreement. 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.

- 6.2 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 by Fellow Applicants does not, in itself, constitute a "need to know" for the purposes of accessing a Fellow Applicant'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.
- 6.3 Notification of Unauthorized Disclosure. The C2PA shall notify Applicant in writing promptly upon discovery of any unauthorized use or disclosure of Applicant'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.
- 6.4 Disclosure of Validator Product Company Status. The C2PA shall have the right to disclose to third-parties the fact that Applicant has signed this Agreement, and may make available to the public, a list of Validator Product Companies and their respective Conforming Products.
- 6.5 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 Applicant 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 Applicant 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.

- 6.6 Exceptions to Non-Public Information. The restrictions set forth in this Section 6 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 Applicant.
- 6.7 Export. Applicant 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.
- 6.8 Disclosure of Non-Public Information by the C2PA. In the event Applicant and/or its Affiliates need to receive or exchange any non-public, confidential information that derived from the C2PA then Applicant, 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.

## 7 TERM/TERMINATION

- 7.1 Termination. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with any of the following provisions:
- 7.1.1 Applicant shall have the right to terminate this Agreement at any time upon at least ten (10) days prior written notice to the C2PA.
- 7.1.2 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.
- 7.1.2.1 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 Applicant received prior notice of breach, whether or not Applicant cured such repeated breaches following such notice.

- 7.1.2.2 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.
- 7.1.3 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 Applicant.
- 7.1.4 Bankruptcy. The C2PA may terminate this Agreement in the event that Applicant: (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.
- 7.1.5 Effect of Termination. Upon termination or expiration of this Agreement, Applicant shall cease all activities authorized under the Agreement and the C2PA shall promptly revoke the “conformant” status of Applicant’s Validator Products on the Conforming Products List.
- 7.2 Survival. Sections 1, 6, 7.1.5, this Section 7.2, 8, 9.1, 9.4, and 10, 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.

## **8 DISCLAIMER & LIMITATION ON LIABILITY**

- 8.1 Disclaimer. ALL INFORMATION INCLUDING THE C2PA SPECIFICATION(S) AND C2PA POLICIES 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.

- 8.2 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 APPLICANT 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 7, OR BASED ON ANY PERSON'S USE OF OR MAKING, USING, SELLING OR IMPORTING ANY PRODUCTS OF APPLICANT THAT IMPLEMENT THE C2PA SPECIFICATIONS OR THE 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 APPLICANT IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE HUNDRED US DOLLARS (\$100). EXCEPT WITH RESPECT TO APPLICANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9.1 BELOW, APPLICANT 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.

## 9 REMEDIES

- 9.1 Indemnification. Applicant 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 third- party 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 Applicant or its or their employees or agents arising out of or in relation to the subject matter of this Agreement.

- 9.2 Equitable Relief. The C2PA is entitled to seek injunctive relief to prevent further or threatened breaches of this Agreement according to the terms of this Section 9.2 provided that it first provides Applicant with (i) written notice and (ii) an opportunity to cure if and to the same extent that Applicant would have an opportunity to cure in the event that the C2PA were seeking termination under Section 7.1.2. Applicant 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, or which Applicant is not entitled to cure consistent with Section 7.1.2. The C2PA agrees that systemic failures of the source code or other technology provided by the C2PA to Applicant, or any aspect of such technology, that are not caused by breaches by Applicant shall not trigger application of the provisions of this Section 9.2 to Applicant and/or its products.
- 9.3 Revocation. The C2PA has identified revocation guidelines and a documented process within its Conformance Program for the C2PA's affirmative revocation of records on the C2PA Conforming Products List. 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 Applicant's products are affected by a proposed C2PA revocation action and the C2PA, in its discretion, may allow Applicant to utilize the Dispute Resolution Process set forth in Section 9.4 below to challenge such proposed revocation action.
- 9.4 Dispute Resolution Process. In the event that the C2PA intends to revoke the "conformant" status of any of Applicant's Validator Product(s) on the Conforming Products List as permitted under Section 3.3 above, above, or in the event the C2PA has elected to allow the utilization of this Dispute

Resolution Process as contemplated in Section 9.3 above, the following process shall apply:

- 9.4.1 Notice of Revocation: The C2PA shall provide Applicant with reasonable, advanced written notice of the proposed revocation of the “conformant” status of Applicant's Validator Product(s) from the Conforming Products List. This notice shall include the basis for the proposed revocation and the date by which the revocation will take effect.
- 9.4.2 Submission of Dispute: Applicant shall have the right to dispute the proposed revocation by submitting a written dispute 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. The dispute submission must include all relevant information and documentation supporting Applicant's position.
- 9.4.3 Procedures. The following provisions apply in the event of a dispute between an Applicant and the C2PA. This process only applies to disputes between Applicant and the C2PA and not between Applicant and other third-parties including fellow-Applicants. 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 Applicant to the C2PA in accordance with Section 9.4.2:
  - 9.4.3.1 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.
  - 9.4.3.2 Arbitration. Any controversy or claim between Applicant 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.

- 9.4.3.2.1 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.
- 9.4.3.2.2 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.
- 9.4.4 Costs & Expenses. The parties shall bear their own costs and expenses related to the Dispute Resolution Process.
- 9.4.5 Confidentiality of Dispute Process. All information and documentation submitted by Applicant 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 Applicant 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.
- 9.4.6 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 product's "conformant" status on the Conforming Products List or proceeding with the revocation in accordance with the procedures set forth in the Conformance Program.

## 10 MISCELLANEOUS

- 10.1 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 Applicant 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.
- 10.2 Third-Party Products/Licenses. The C2PA makes no representations that no additional licenses are required to build, market or sell Conforming

Products. The C2PA Specifications and C2PA Policies are for informational purposes only and the C2PA makes no representations or warranties, express or implied, regarding the necessity of third-party licenses for the use, implementation of the C2PA Specifications or C2PA Policies in Applicant's products.

- 10.3 Entire Agreement. This Agreement, the Content Credentials Specification any additional C2PA Specifications, the C2PA Conformance Program and any Additional C2PA Policies constitute the entire agreement between the Parties with respect to the subject matter involved and supersede all prior oral or written agreements. This Agreement shall not be modified except in accordance with Section 4 or as otherwise specifically provided in the Agreement.
- 10.4 Assignment. The rights and obligations of Applicant under this Agreement are personal to Applicant and shall not be assigned or otherwise transferred except: (1) with the written approval of the C2PA; (2) to an Affiliate of Applicant; or (3) to the purchaser of all or substantially all of the outstanding capital stock or assets and obligations of Applicant or of all or substantially all of the outstanding capital stock or assets and obligations of the business unit of Applicant that is making use of 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 Applicant with written notice of such assignment or transfer. Any purported transfer or assignment other than as allowed by this Section 10.4 shall be null and void.
- 10.5 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.
- 10.6 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.

- 10.7 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.
- 10.8 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 or the email address for the C2PA set forth in this Section 10.8 ("**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: [conformance@c2pa.org](mailto:conformance@c2pa.org) with cc to: [legal@c2pa.org](mailto:legal@c2pa.org). Email Notices to Applicant 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.
- 10.9 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.

Version	Effective Dates	Archive Version
1.0	6/25/25 to Current	N/A

*[Signature Page to Follow]*

NOT FOR SIGNATURE

By signing below, I hereby bind the company identified in this Agreement to its terms as of the date of my signature.

Applicant: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

NOT FOR SIGNATURE