
Code Sharing Policy of the UHD World Association

Chapter 1 Preamble

- Article 1** To meet the development needs of the ultra HD video industry and promote the surrounding ecosystem, the UHD World Association ("Association") hereby advocates code sharing within the Association and formulates the Code Sharing Policy of the UHD World Association ("Policy") to govern code sharing.
- Article 2** This Policy applies only to the contribution of shared code to the Association by Association Members, and the copyright licensing and issuance of shared code by the Association to Members who apply for them.

Chapter 2 Definitions

- Article 3** **Member** refers to an entity that has completed the procedures for joining the Association and become a Member according to the Regulations of Managing Members of the UHD World Association. To avoid ambiguity, the term "Member", as used in this Policy, includes all affiliates of a Member. **Affiliate** of a Member is an entity that controls, is controlled by, is under common control with such Member, but any such entity shall be deemed to be an Affiliate only as long as such control exists. For the purposes of this definition, "control" shall mean direct or indirect ownership or control of more than fifty percent (50%) of an entity's stock or other equity interests.

Shared Code refers to a set of source code and related documentation provided by a Member to the Association for sharing.

Contributor refers to a Member who owns the copyright of the shared code and makes it available to the Association.

Secondary Code refers to a set of source code and related documentation created based on shared code, including works formed by modifying, translating, annotating, combining, or linking (including dynamic or static linking) to all or part of shared code. Works that communicate with shared code through inter-process communication or system call, are independent works and are not secondary code.

Chapter 3 Code Contribution

- Article 4** The Association encourages its Members to voluntarily contribute shared code to the Association on the following terms and, on the basis of reserving all the intellectual property rights of the shared code, to grant the Association a worldwide, perpetual, non-exclusive, no-charge, royalty-free, sublicensable, irrevocable copyright license, where the

license is only to authorize the association to grant to Members applying for the shared code copyright licenses to use and copy the shared code acquired, to develop secondary code, and to provide to the downstream customers the target code obtained by running the shared code. By signing a contributor authorization letter (Appendix 1) and attaching a UWA copyright notice (Appendix 2) to the shared code, Contributors contribute their own code to the Association, and agree not to refuse licensing their patents covered by the shared code to other Members according to the provisions specified in the IPR Policy of the UHD World Association.

Article 5 The Association encourages its Members to contribute secondary code to the Association, the rules of which shall be in accordance with Article 4 of this Policy.

Chapter 4 Copyright Licensing of Shared Code

Article 6 The Association Intellectual Property Rights Working Group is responsible for the management and copyright licensing of shared code. Code sharing is limited to copyright licensing granted by the Association to its Members, and the licensed Members shall not forward the obtained code in any form other than conditional forwarding, which is exceptional. The conditional forwarding means that the Licensee may provide the target code obtained by running the source code of the shared code acquired, to its downstream customers for use, and the Member shall inform the customer that the obtained code is not to be decompiled.

Article 7 To apply to the Association for shared code, Members need to complete a code application form (Appendix 3). The Association shall, in accordance with this Policy, grant to the Members applying for the shared code a permanent, worldwide, non-exclusive, no-charge, royalty-free, non-transferable, non-sublicensable, and irrevocable copyright license to use and copy the share code acquired, to develop secondary code, and to perform conditional forwarding in accordance with Article 6 of this Policy. In the event of a violation of this Policy by any Member, the Association reserves the right to terminate the license granted to such Member under this Policy by immediate written notice.

Article 8 This Policy does not include the licensing of the patents of the Contributor or any other patent holder. For the Association's patent licensing policy, see the IPR Policy of the UHD World Association. This Policy does not grant permission to use the trademarks, trade names, service marks, or product names of the Contributor, except as required for use in describing the origin of the work and reproducing the content of the copyright notice file.

Article 9 For secondary code developed by licensee Members, the copyright notice in Appendix 2 shall be used. The licensee Member shall have the right to use, copy the secondary code, to further develop secondary code and to perform conditional forwarding of the secondary code in accordance with Article 6 of this Policy, and the right to contribute the secondary code to the Association in accordance with Article 5 of this Policy.

Article 10 Members have the right to jointly develop the secondary code. Members who intend to jointly develop the secondary code shall jointly notify the IPR Working Group of the Association in writing before the development. In addition to the rights set forth in Article 9 of this Policy, Members who jointly develop secondary codes may forward the jointly developed secondary codes to each other.

Article 11 A member has the right to entrust the shared code licensed by the Association to a third party (supplier) to develop secondary code for the member, provided that (1) the third party can only provide the developed secondary code and the target code obtained by running the secondary code to the member, not to any third party other than the member; and (2) The Member shall stipulate in the appropriate commission contract or similar agreement that the third party shall delete all relevant code upon completion of the code development task. Members shall have the rights specified in Article 9 with respect to the secondary code developed by third parties entrusted in accordance with this Article.

Chapter 5 Disclaimer and Limitation of Liability

Article 12 Contributors and the Association disclaim all warranties, express or implied, with respect to the shared code provided or the potential risks (including, without limitation, any warranties of title, non-infringement, merchantability, or fitness for a particular purpose), unless agreed to in writing. Members using the shared code are solely responsible for determining the appropriateness of the use and assume any risks associated with the exercise of permissions under this Policy.

Code sharing may lead to security issues with respect to information and data. Members should enhance information security and control of information resources to avoid loss or harassment. If it is found that a contributor provides a shared code that contains a portion of which it does not own, the Association shall immediately cease distribution of the shared code, promptly notify all members who have obtained the code, and notify the contributor to provide a replacement code.

Contributors and the Association do not guarantee that the shared code they provide does not infringe any third party rights.

Article 13 In no event, whether in tort (including negligence), contract, or otherwise, unless agreed to in writing, shall any Contributor or the Association be liable for damages, including any direct, indirect, special, incidental, punitive, or consequential damages of any character arising as a result of this Policy or out of the use of the shared code by Members (including but not limited to damages for loss of goodwill, work stoppage, computer failure, or any and all other damages), regardless of whether or not such Contributor has been advised of the possibility of such damages.

Article 14 Any Member who violates the provisions of this Policy may be deemed to have breached this Policy. The Association has the right to take reasonable measures to safeguard the interests of the Association and ensure the implementation of the objectives of the Association.

Chapter 6 General Provisions

- Article 15** This Policy shall take effect as of the date of publication. Any amendment to this Policy shall take effect on the date of publication of the amendment and shall have the same effect as this Policy.
- Article 16** This Policy shall be governed by and construed in accordance with the laws of the People's Republic of China without regard to conflict of laws. The final interpretation of this Policy shall rest with the Association.
- Article 17** This Policy shall be written in the Chinese and English language. Both versions shall be of equal legal effect. In the event of controversy, the Chinese version shall prevail.

Appendix 1

Contributor Authorization Letter

Company Information			
Company name			
Contact person		Phone	
Address		E-mail	
Our company accepts and agrees to the Code Sharing Policy of the UHD World Association. While reserving all the intellectual property rights of the shared code, we hereby contribute the following shared code we own to the Association, grant the Association a worldwide, perpetual, non-exclusive, no-charge, royalty-free, sublicensable, irrevocable copyright license, where the license is only to authorize the Association to grant to other Members applying for the shared code copyright licenses in accordance with Chapter 4 of this Policy , so that the other members can use and copy the shared code acquired, to develop secondary code, and to provide the target code obtained by running the source code of the shared code acquired, to its downstream customers for use. Our company promises not to refuse to license our patents covered by the shared code to other Members according to the provisions specified in the IPR Policy of the UHD World Association.			
No.	Code Name	Code Description	
Specific Standard Involved in the Shared Code			
No.	Standard Number	Standard Name	
Company name (company seal): Authorized representative (signature): Date:			

Appendix 2

UWA Copyright Notice

When a Member provides source code to the Association or develops secondary code, the Member shall attach this copyright notice to the shared code or the secondary code. The specific procedure is as follows:

1. Members shall fill in the fields enclosed by "[]" in the following statement, including the year of the first release of the software and the name of the copyright owner.
2. Members shall create a file named "POLICY" in the level-1 directory of the software package, and place the entire Code Sharing Policy of the UHD World Association in this file.
3. Members shall include the following statement text in the header notice of each source file; Or, in the case of conditional forwarding as set forth in Article 6 of the Policy, place the following statement text in a document forwarded together with the object code.

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Copyright [yyyy] [name of copyright owner]
Licensed under the Code Sharing Policy of the UHD World Association (the
"Policy");

http://www.theuwa.com/UWA\_Code\_Sharing\_Policy.pdf.

you may not use this file except in compliance with the Policy. Unless
agreed to in writing, software distributed under the Policy is distributed
on an "AS IS" BASIS,

WITHOUT WARRANTIES OF ANY KIND, either express or implied.

See the Policy for the specific language governing permissions and
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4. For secondary code, the above copyright notice shall be added to the copyright notice of the shared code based on which the secondary code was developed.

Appendix 3

Code Application Form

Basic Company Information			
Company name			
Contact person		Phone	
Address		E-mail	
We accept and agree to the Code Sharing Policy of the UHD World Association and apply for using the following code:			

No.	Code Name	Requirement Description

Company name (company seal):

Authorized representative (signature):

Date: