LIMITED LICENSE AGREEMENT ("AGREEMENT")

between

Hochschule der Medien

Nobelstraße 10

70569 Stuttgart (Germany)

and

Content User

This Agreement governs the terms by which you may use the HdM "HDR 2014 Teaser sequences" (Content)

§ 1 Ambit and Permitted Uses

1.1   This Agreement is a legal agreement between the "Licensee" and Hochschule der Medien Stuttgart ("HdM") for the HdM-HDR-2014 Teaser sequences, ‚Beerfest Teaser', ‚Carousel Teaser', ‚Fireplace Teaser' and ‚Show Girl Teaser' and may be updated from time to time by HdM in its sole discretion (collectively, the "HdM-HDR-2014 Teaser Sequences") that accompanies this Agreement.

1.2   Hochschule der Medien Stuttgart ("HdM") hereby grants to Licensee a limited, non- exclusive, non-sublicensable, non-transferable license to use and reproduce in unmodified form any and all of the HdM-HDR-2014 Teaser Sequences solely for purposes of evaluation of high dynamic range (HDR) and wide gamut (WG) coding systems, upon the following terms and conditions.

1.3   This is a license, not a transfer of title, to the HdM-HDR-2014 Teaser Sequences. HdM retains all right, title and interest, including but not limited to all intellectual property rights, in and to the HdM-HDR-2014 Teaser Sequences and any media products on which the HdM-HDR-2014 Teaser Sequences are provided. HdM reserves all rights not expressly granted to Licensee herein. In no event will Licensee remove any copyright, trademark or other proprietary rights notices or markings included in the HdM-HDR-2014 Teaser Sequences as originally provided to Licensee.

§ 2 Prohibited Uses

2.1   Licensee will not use the HdM-HDR-2014 Teaser Sequences for any purpose other than the purpose set forth above, including but not limited to use for advertising or other commercial purposes. Without limiting the generality of the foregoing, Licensee will not (directly or indirectly through third parties) transfer, or publicly distribute, exhibit, perform, broadcast, rebroadcast, or transmit the HdM-HDR-2014 Teaser Sequences or any portions thereof, or sublicense any or all of the rights granted hereunder, in any manner whatsoever. Further, Licensee agrees not to include the HdM-HDR-2014 Teaser Sequences in any product or work, combine the HdM-HDR-2014 Teaser Sequences with any other materials, prepare derivative works based upon the HdM-HDR-2014 Teaser Sequences, or distort, delete portions of or otherwise modify the HdM-HDR-2014 Teaser Sequences. In no event will Licensee use the HdM-HDR-2014 Teaser Sequences in any manner that is derogatory or defamatory to HdM or its personnel, any person(s) appearing or depicted therein, or any other component of the HdM-HDR-2014 Teaser Sequences.

§ 3 General Provisions

3.1   Except as expressly provided in this Agreement, the HdM-HDR-2014 Teaser Sequences shall be considered confidential, and Licensee agrees not to disclose the HdM-HDR-2014 Teaser Sequences to any third party except as mutually agreed in writing or as required by law, governmental authority or court order. Any resulting encoded sequences obtained by Licensee from coding the HdM-HDR-2014 Teaser Sequences may only be shared with third parties for the non-commercial purposes of testing the compressed quality of the content within a standards setting environment. Still images from the HdM-HDR-2014 Teaser Sequences may only be published in technical articles and conference papers about HDR or WG coding, provided that such articles or papers include the following citation: *Jan Froehlich, Stefan Grandinetti, Bernd Eberhardt, Simon Walter, Andreas Schilling, and Harald Brendel. "Creating cinematic wide gamut HDR-video for the evaluation of tone mapping operators and HDR-displays." In IS&T/SPIE Electronic Imaging 2014, pp. 90230X-90230X.* Citation style may be adapted to common citation schemes as long as the full title of the paper, the first two authors and the conference title are included.

3.2   HdM may terminate this Agreement upon written notice if Licensee breaches any provision hereof. Upon termination, all rights granted hereunder will terminate and Licensee will immediately discontinue using the HdM-HDR-2014 Teaser Sequences and return to HdM any and all media products containing the HdM-HDR-2014 Teaser Sequences.

3.3   This Agreement, constitutes the entire agreement between the parties with respect to its subject and supersedes any and all prior understandings, arrangements, and agreements between us. Sections 2 through 7 will survive expiration or termination of this Agreement. No part of this Agreement will be modified except by a written agreement signed by the parties.

3.4   Nothing in this Agreement creates any joint venture, partnership, agency, or employee-employee relationship between us. Licensee may not assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise.

3.5   Any attempted assignment or delegation by Licensee without HdM's written consent will be void. This rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. No waiver of any breach committed by a party in one instance will constitute a waiver or license to commit or continue breaches in any other instance.

§ 4 HdM Representations and Warranties

4.1 HdM represents and warrants that it has sufficient rights to license the HdM-HDR-2014 Teaser Sequences in accordance with the terms of this Agreement. Subject to the foregoing, the HdM-HDR-2014 Teaser Sequences and any and all portions thereof are provided "AS-IS" and HdM makes no representations or warranties, whether express, implied or statutory. HdM specifically disclaims all representations and warranties of merchantability, non-infringement or fitness for a particular purpose.

§ 5 Indemnification and Limitation of Liability

5.1 You agree to indemnify, defend and hold HdM, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "HdM Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any HdM Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

5.2 HdM shall not be liable for any damages, costs or losses arising as a result of modification made to the content by you or the context in which the content is used by you.

§ 6 Term of Agreement

6.1 This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from HdM: (i) if you licensed the Content under a subscription and you fail to incorporate the Content into an end product, service, campaign or publication using independent skill and effort prior to the end date of your subscription as set out in the invoice provided to you following purchase of your subscription; or (ii) if at any time you fail to comply with any of the terms of this Agreement. Upon termination, you must immediately cease using the Content for any purpose; destroy or delete all copies and archives of the Content or accompanying materials; and, if requested, confirm to HdM in writing that you have complied with these requirements.

6.2 HdM reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account, or such other

address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content, or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Content, or any Permitted Derivative Works, in products that already exist.

6.3 Upon notice from HdM, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which HdM may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. HdM shall provide you with replacement Content (which shall be determined by HdM in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

§ 7 Severability Applicable law, Jurisdiction and Dispute Resolution

7.1 If any provision of this Agreement, or the application therof, shall, for any reason and to any extent, be held invalid, illegal or unenforceable, the remainder of this Agreement shall remain in fill force and effect and shall not be affected thereby to the extent is can exist without the objectionable provision. The Parties further agree to replace such void or unenforceable provision by provision which will achieve, to the extent possible, the economic, business and other purposes of the void and enforceable provision.

7.2 This Agreement shall be governed by, and construed in accordance with, the laws of Germany. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

7.3 The Parties agree that any dispute which cannot be resolved amicably shall be submitted exclusively to the competent courts of Stuttgart, Germany

Stuttgart, October 9, 2014 _____, _____

_____ _____

Hochschule der Medien Stuttgart **Licensee Signature**

Chancellor **Full Name and Affiliation**

Herrn Peter Marquardt _____