

ENTERTAINMENT ID REGISTRY ASSOCIATION
INTELLECTUAL PROPERTY RIGHTS POLICY

Except as otherwise defined herein, any and all definitions set forth in the Bylaws of the Entertainment ID Registry Association (the “**Corporation**”) shall apply to this Intellectual Property Rights Policy.

SECTION 1. GENERAL STATEMENTS

- a) All patents, copyrights, trademarks and trade secrets (collectively “IP Rights”) in data submitted to the Registry and underlying assets remain with the asset and data owners, except that copyrights to the data will be licensed non-exclusively to the Registry (with right to sublicense Users thereof) for purposes of operation and use of the Registry as set forth in the separate agreement governing such data’s submission.
- b) The Corporation has non-exclusive rights in the Registry data for purposes of operating the Registry as set forth in the separate agreement governing such data’s submission. Otherwise, the Corporation does not acquire any rights in the data or assets by virtue of such data’s registration in the Registry or this Intellectual Property Rights Policy.
- c) The Corporation will comply with any intellectual property rights policy of the International DOI Foundation.
- d) Copyrights – The Corporation will publish the Registry Specification and related technical documentation under the Creative Commons Attribution-No Derivative Works 3.0 United States License. Further, any and all contributions by Participants to the Registry Specification and related technical documentation shall be licensed to the Corporation under the Creative Commons Attribution – ShareAlike 3.0 United States License, for further licensing by the Corporation under the Creative Commons Attribution-No Derivative Works 3.0 United States License.
- e) Trademarks – In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively, “**Trademarks**”), the Corporation shall notify the Participants in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Participants and their Affiliates.

SECTION 2. NON-ASSERTION OF PATENTS

2.1 Purpose. The Corporation and/or the Participants may be the owner of certain patents and/or patent applications that may be infringed by the Registry or the making, operation or use thereof. In order to facilitate the adoption and use of the Registry, the Corporation and each Participant agrees to the provisions of this Section 2 (this “**Patent Non-Assert Agreement**”).

2.2 Subject Patents and Subject Patent Claims. As used here, (i) “**Subject Patents**” means all patents and patent applications owned by the Corporation and/or a Participant, (ii) “**Subject Patent Claims**” means those claims of any Subject Patent that necessarily would be infringed by the making, operation or use of the As-built Registry, and (iii) “**As-built Registry**” means the Registry in the form it operates during the term of this Patent Non-Assert Agreement, alone and not in combination with any other

product or service. A Subject Patent Claim is necessarily infringed hereunder only when (a) it is infringed by the making of the As-Built Registry or (b) it is not possible to avoid infringing it because there is no non-infringing, commercially reasonable alternative for operation or use of the As-built Registry.

2.3 Covenant. Subject to the limitations set forth in Section 2.6, the Corporation and each Participant agrees not to assert any Subject Patent Claims against the Corporation or any Participant, Registrant or User for the making, operation or use of the As-built Registry. This covenant only extends to the making, operation and use of the As-built Registry and the submission and retrieval of data thereto and therefrom, and does not extend to any other uses or activities that may be conducted in combination with the Registry. No license, either express or implied, or by operation of law, is granted by the Corporation or any Participant with respect to the Subject Patents or any other patent, patent application or other patent right.

2.4 Limitations. Nothing in this Patent Non-Assert Agreement shall be construed as:

- a) A warranty or representation by the Corporation or any Participant as to the validity, scope or enforceability of any claim of any of the Subject Patents; or
- b) A warranty or representation that any product or service made, used, sold or otherwise disposed of related to this Patent Non-Assert Agreement is or will be free from infringement of patents or any other intellectual property right of any third party; or
- c) An obligation or requirement to search for, disclose or identify any Subject Patents or Subject Patent Claims; or
- d) An obligation or requirement to file any patent applications, secure any patent, or maintain any patent in force; or
- e) An obligation or requirement to bring or prosecute actions or suits against third parties for infringement of any of the Subject Patents; or
- f) Conferring a right to use in advertising, publicity or otherwise any trademark or trade name of any Participant, or any word or mark similar thereto.

No subsequent actions by the Corporation or any Participant, Registrant or User will create an implied duty to search for, disclose or identify any Subject Patent or Subject Patent Claims.

2.5 No Representations or Warranties. Neither the Corporation nor any Participant makes any representations, extends any warranties, either express or implied, or assumes any responsibility whatever with respect to the manufacture, sale, use or other disposition of any product. **THE COVENANTS HEREIN ARE PROVIDED AS IS AND THE CORPORATION AND THE PARTICIPANTS EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, GENERAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOSS OF DATA OR PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

2.6 Term and Termination. Unless terminated earlier by Participant as described below, this Patent Non-Assert Agreement shall continue in force until the expiration of the last to expire of the Subject Patent Claims.

- a) In the event that the Corporation, a Participant, Registrant, User, or any Affiliate thereof:
 - i) owns or controls a patent, patent application or other patent right with a patent claim that necessarily would be infringed by the making, operation or use of the As-built Registry, and
 - ii) makes a claim of liability, raises a counterclaim, or files a suit anywhere in the world, directly or indirectly, against the Corporation, a Participant or any Registrant or User that engaging in the making, operation or use of the As-built Registry infringes such patent claim,

then the Corporation or any Participant subject (or whose Affiliate is subject) to such claim, counterclaim or suit may terminate this Patent Non-Assert Agreement with respect to the party bringing the claim, counterclaim, or suit, at any time upon written notice to the Corporation, provided that such termination will be effective as of the earlier of the date of such claim of liability or counterclaim or the filing of the applicable suit.

- b) This Patent Non-Assert Agreement shall automatically terminate with respect to any Participant at such time that such Participant is no longer a Participant, provided that this Patent Non-Assert Agreement shall survive as an obligation of such Participant with respect to the Registry Specification and the making, operation and use of the As-built Registry in the form on the date of termination, but shall not survive with respect to any changes that are made to the Registry Specification or the As-built Registry after the date of termination.

2.7 Notice of Registry Specification and As-built Registry Changes. Upon adoption by the Board of any changes to the Registry Specification or the As-built Registry that would expand the scope of this Patent Non-Assert Agreement, the Corporation shall provide written notice to all Participants, describing in reasonable detail the nature of such changes and providing any documentation relating thereto. For any Participant that withdraws from the Corporation during the 90 day period following delivery of such change notice, notwithstanding Section 2.6(b), this Patent Non-Assert Agreement shall survive as an obligation of such Participant only with respect to the Registry Specification and the making, operation and use of the As-built Registry in the form prior to the adoption of such changes.

SECTION 3. GOVERNING LAW

This rights and obligations of this Intellectual Property Rights Policy and the Patent Non-Assert Agreement shall be interpreted and construed in accordance with the laws of the State of California in the United States without regard to any conflicts of laws rules or principles.

SECTION 4. AMENDMENTS

This Intellectual Property Rights Policy may be altered, amended or repealed or a new Intellectual Property Rights Policy may be adopted on behalf of the Corporation by the Board at any regular or special meeting of the Board, subject to the applicable voting requirements set forth in the Bylaws. Notwithstanding the foregoing, no alteration, amendment or repeal of this Intellectual Property Rights Policy shall be effective until the thirty-first (31st) day after notice, which notice may be by electronic means.