



## ENTERTAINMENT ID REGISTRY TERMS OF USE

These TERMS OF USE ("Agreement") are agreed between Entertainment ID Registry Association, an Oregon non-profit corporation ("EIDR"), and the Subscriber identified below ("Subscriber"). Use of EIDR's Registry is conditioned on Subscriber's acceptance of this Agreement, which may be amended as described below. Subscriber and EIDR agree to the following:

### 1. **Definitions.**

- 1.1. "Other Subscribers" means all authorized Subscribers of the Registry other than the Subscriber identified below.
- 1.2. "Registry" means the Entertainment ID Registry maintained by EIDR.
- 1.3. "Registry Data" means the collection of data submitted by all registrants (i.e., both Subscriber and Other Subscribers) and maintained in the Registry.
- 1.4. "Submitted Data" means all data that Subscriber submits to the Registry.

### 2. **License to EIDR**

- 2.1. Subscriber grants to EIDR a non-exclusive, world-wide, royalty-free, and perpetual right and license to copy, distribute, modify, and display the Submitted Data, to the extent copyrights exist in the Submitted Data ("License").
- 2.2. EIDR has the right to sublicense this License (a) only as permitted by its bylaws as a nonprofit corporation, (b) only to Other Subscribers of the Registry, and (c) only subject to the terms of this Agreement.
- 2.3. Other than as expressly set forth in this Agreement, EIDR does not acquire any rights in the Submitted Data or any related assets by virtue of the Submitted Data being submitted to the Registry. As between EIDR and Subscriber, Subscriber shall continue to own the Submitted Data.

### 3. **Grant of Registry Access to Subscriber**

- 3.1. EIDR grants to Subscriber, a non-exclusive, revocable right to access and use the Registry ("Access Right").
- 3.2. Subscriber may use the Registry and the Registry Data in the ordinary course of business, e.g., with suppliers, customers, in a catalog online or off, or integrated into a larger database of metadata, including taking a full copy of the Registry Data, aggregating the Registry Data with other metadata, or for other commercial or non-commercial use.
- 3.3. There are no restrictions on what Subscribers may do with their own Submitted Data, except that Submitted Data may not be removed from the Registry by Subscriber.

### 4. **Subscriber's Duties & Obligations**

- 4.1. Notwithstanding Section 3 above, and to encourage support and funding for the Registry, Subscriber agrees not to redistribute substantially all the Registry Data in substantially unmodified form. EIDR allows and encourages redistribution of the Registry Data as part of enhanced databases with substantially added value, but EIDR is the sole provider of copies of the Registry Data as a standalone collection of data. Subscriber agrees that it will not download the entire set of Registry Data and redistribute it to other potential Subscribers who do not pay fees to support the Registry.
- 4.2. Subscriber will not (i) use the Registry for any purpose that is prohibited by this Agreement or for any unlawful purpose; (ii) use the Registry in any manner that could damage, disable, overburden, impair, or violate the security of the Registry, or interfere with any other party's use of the Registry; or (iii) obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Registry.
- 4.3. Subscriber shall not divulge its login/password information for the Registry to, nor shall it permit its Access Right to be used by, any person other than an employee or authorized contractor of the Subscriber who also will comply with the terms of the Agreement.

4.4. Subscriber agrees to use reasonably diligent efforts to (i) submit accurate and complete data in the Submitted Data; (ii) keep its Submitted Data updated, including correcting any portions of its Submitted Data that are inaccurate or incomplete; and (iii) avoid duplicate submissions of Submitted Data, and when asked to resolve potential duplicates, cooperate with EIDR to do so.

## 5. **Permanence of the Registry**

5.1. Subscriber understands that the Registry is intended to be a persistent, permanent, and publicly available source of all Registry Data, that Submitted Data cannot be removed from the Registry by Subscriber, and that sublicenses of the Submitted Data to Other Subscribers cannot be terminated. Subscriber will not attempt, either directly or indirectly, to delete or destroy any portions of its Submitted Data from the Registry (other than updating its Submitted Data for the specific purpose of maintaining its accuracy and completeness pursuant to Section 4 above). Subscriber does not have the right at any time to require the removal of its Submitted Data from the Registry, and EIDR is not, and will not be, obligated to remove any Submitted Data from the Registry.

5.2. The Registry is managed by EIDR, which shall have full and exclusive authority to control the operation of the Registry, set usage guidelines, maintain data quality and data duplication standards, update the Registry and Registry Data, delete or modify records, and take any other steps to ensure the continued accuracy, operation and availability of the Registry.

6. **Scope of Registry.** Subscriber acknowledges and agrees that: (i) EIDR is an identifier registry, not a registry of value-added metadata; (ii) the “user extra” and “description” fields in the Registry are provided only to permit Subscriber to insert text, and links to resources, that further identify an asset, but these fields are not to be used to provide synopses, cover art, or other value-added metadata, or direct links to such value-added metadata. Subscriber understands that a wide variety of value-added metadata is expected to be available through secondary metadata providers referenced in the “alternate ID” field or through external databases indexed by EIDR, but not through EIDR directly.

7. **Availability.** Subscriber acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the Registry, resulting in unexpected outages or interruptions. EIDR will not incur any obligation or liability as a result of any such interruption or loss of service.

8. **Subscriber Fees.** Subscriber agrees to pay all applicable fees as a Subscriber of the Registry (“**Subscriber Fees**”), as set by the EIDR board of directors. Current annual Subscriber Fees are on Attachment A to this Agreement.

## 9. **Termination & Survival**

9.1. If Subscriber is in material breach of this Agreement, and does not cure the breach within thirty days (30) after notice from EIDR of the breach (“Cure Period”), then EIDR may: (i) terminate Subscriber’s Access Right and all other rights under this Agreement; (ii) disable Subscriber’s credentials; and (iii) take any other remedies at contract, law or equity; provided that EIDR may take such actions without a Cure Period if the breach will result in an immediate harm to EIDR or to the integrity of the Registry.

9.2. If EIDR is in material breach of this Agreement, and does not cure the breach within thirty days (30) after notice from Subscriber of the breach, then Subscriber may terminate this Agreement and pursue any other remedies at contract, law or equity; provided that the License in Section 2 above shall survive any termination of this Agreement under this Section 9.2 or for any other reason except as set forth in Section 9.3 below.

9.3. Notwithstanding anything to the contrary, Subscriber may terminate the License in Section 2 above if: (a) the Registry (or this Agreement) is transferred to an entity that is not an EIDR Affiliate; (b) EIDR is dissolved or is liquidated; or (c) EIDR ceases to operate as a nonprofit mutual benefit corporation. “**EIDR Affiliate**” is defined as an entity controlling, controlled by, or under common control with EIDR.

9.4. In the event of any termination of the License in Section 2, the Submitted Data that EIDR provided to all Other Subscribers prior to termination shall remain under license to Other Subscribers and the licenses shall survive.

9.5. If Subscriber’s Access Right is terminated, Subscriber shall not be required to delete or cease using any Registry Data previously obtained by Subscriber in an authorized manner and used in accordance with this Agreement.

9.6. The provisions of the following Sections are perpetual and survive any termination of the License or any other provisions of this Agreement for any reason: 2.3, 3.3, 4.1, 5, 9-12.



10. **Disclaimer of Warranties; Limitation of Liability.** While EIDR encourages the ongoing development of the Registry and the submission of accurate and complete data to the Registry, EIDR CANNOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, ACCURACY OR COMPLETENESS OF THE REGISTRY DATA OR REGISTRY. THE REGISTRY AND ITS REGISTRY DATA ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. EIDR DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EIDR DOES NOT WARRANT THAT THE REGISTRY OR THE REGISTRY DATA WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT REGISTRY SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER EIDR NOR SUBSCRIBER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM INCONVENIENCE, OR LOSS OF USE, RESOURCES OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE REGISTRY OR REGISTRY DATA, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

11. **Amendment** EIDR reserves the right to amend this Agreement at any time (“**Amendments**”). If Amendments adversely affect the rights or obligations of Subscriber in any material way, Subscriber will be informed at least thirty (30) days in advance of such Amendments. Upon receipt, the Subscriber is entitled to terminate this Agreement by giving written notice no later than sixty (60) days after the effective date of such Amendments, with effect as from the date on which the Amendments become effective. If notice of termination is not given by the Subscriber, then the Amendments are deemed accepted by Subscriber.

12. **General Provisions**

12.1. **Governing Law.** This Agreement shall be controlled by the laws of the State of California.

12.2. **Attorney Fees.** If any suit is filed by a party with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees as fixed by the trial court or by the appellate court.

12.3. **Binding Effect.** This Agreement shall bind and inure to the benefit of each party’s successors and lawful assigns.

12.4. **Entire Agreement; Modification; Waiver.** This Agreement (together with the Participation Agreement signed by Subscriber, if any) constitutes the entire agreement between the parties on this subject matter. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of a party, but only by an instrument in writing signed by an authorized employee. If any part of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall continue in effect.

**ENTERTAINMENT ID REGISTRY ASSOCIATION**

**SUBSCRIBER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Attachment A - Subscriber Fees**

An initial fee according to the table immediately below shall be due and payable by Subscriber within thirty (30) days of acceptance of this Agreement by EIDR.

<b>Annual Revenue</b>	<b>Subscriber Fee</b>
<\$100M	\$6,000
\$100M - \$500M	\$12,000
\$500M - \$1B	\$24,000
>\$1B	\$30,000

The term of Subscriber's participation shall be on a year-to-year basis, expiring immediately prior to the anniversary of the date of this Agreement. EIDR will invoice the then-current renewal fee to Subscriber ninety (90) days prior to the expiration of the then-current term and Subscriber's payment shall constitute a renewal of its participation as a Subscriber. Failure to make a timely renewal payment may cause suspension and termination of Subscriber's participation.

Subscriber agrees that, once received by EIDR, all fees shall be deemed earned in full and are nonrefundable for any reason, including termination of Subscriber's participation, except for termination under Sections 9.2 or 9.3 of the Agreement, in which case Subscriber shall be entitled to a prorated refund for any unused pre-paid period.