

ENTERTAINMENT IDENTIFIER REGISTRY

REGISTRY TERMS OF USE

These REGISTRY TERMS OF USE ("Agreement") are made by and between Entertainment ID Registry Association, an Oregon non-profit corporation ("EIDR"), and the user of the Registry identified below and on Attachment B ("User").

Use of EIDR's Registry (as defined herein) is conditioned on User's acceptance, without modification, of this Agreement. By consenting to this Agreement, User agrees to be bound by all terms of this Agreement as presented to User on the Effective Date hereof, subject, however, to amendment as set forth herein.

In consideration of User's right to use the Registry, User agrees to the following:

1. **Definitions.** In addition to other defined terms in this Agreement, the following terms shall have these meanings:

1.1. "Other Users" means all authorized users of the Registry other than the User identified below.

1.2. "Registry" means the Entertainment Identifier Registry maintained by EIDR.

1.3. "Registry Data" means the collection of data submitted by all registrants (i.e., both User and Other Users) and maintained in the Registry.

1.4. "Registry Guide(s)" means all guides, manuals, and other instructions governing the use of the Registry.

1.5. "Registry Servers" means all computer software and hardware that serves and hosts all of the functions of the Registry and makes it available to all end users across the Internet.

1.6. "Submitted Data" means all data that User submits to the Registry.

2. **License to EIDR**

2.1. User hereby 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 Users 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 its underlying assets by virtue of the Submitted Data being submitted to the Registry. As between EIDR and User, the Submitted Data shall continue to be owned by User.

3. **User's Access Right to Registry**

3.1. EIDR hereby grants to User, a non-exclusive, revocable right to access and use the Registry ("Access Right").

3.2. Users 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. Use of the Registry is conditioned upon compliance with the terms of this Agreement and the Registry Guides, but not upon any other unrelated obligations such as compliance and robustness rules, approved outputs, required media formats, security obligations, or similar requirements unrelated to operation of the Registry.

3.4. There are no restrictions on what Users may do with their own Submitted Data; however, Submitted Data may not be removed from the Registry by User.

4. **User's Duties & Obligations**

- 4.1. Notwithstanding Section 3 above, and to encourage support and funding for the Registry, User 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. User agrees that it will not download the entire set of Registry Data and redistribute it to other potential users who do not pay fees to support the Registry.
- 4.2. User will comply with all terms of this Agreement and the Registry Guides.
- 4.3. User will not (i) use the Registry for any purpose that is prohibited by this Agreement or the Registry Guides or for any unlawful purpose; (ii) use the Registry in any manner that could damage, disable, overburden, or impair the Registry Servers, 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.
- 4.4. User 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 User who also will comply with the terms of the Agreement.
- 4.5. User will not engage in any act that would interfere with, harm, or otherwise violate any security of the Registry or the Registry Servers, including, without limitation, any spying or hacking.
- 4.6. User agrees to use diligent efforts to (i) submit only accurate and complete data in the Submitted Data; (ii) keep its Submitted Data updated, including (without limitation) correcting any portions of its Submitted Data that contain errors, or are inaccurate or incomplete; (iii) maintain the data integrity of its Submitted Data and of the Registry in general, and (iv) avoid duplicate submissions of Submitted Data, and when asked to resolve potential duplicates, to cooperate with EIDR to do so.

5. **Permanence of the Registry**

- 5.1. User 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 User, and that sublicenses of the Submitted Data to Other Users cannot be terminated. User 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 User's duties under Section 4 above). User 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 of User's Submitted Data from the Registry.
- 5.2. User agrees that it will not take any action which is intended to circumvent EIDR's rights set forth in this Section or in any other provision of this Agreement, including without limitation, attempting to delete or destroy any of its Submitted Data.
- 5.3. 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.** User acknowledges and agrees that: (i) EIDR is an identifier registry, not a registry of value-added metadata; (ii) the "user extra" and "description" fields included in the Registry are provided only to permit User to insert into those fields 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. User 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.** User acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the Registry or the Registry Servers, 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. **User Fees.** User agrees to pay all applicable fees as a user of the Registry or as a participant in the EIDR organization (“**User Fees**”), which fees will be set by the EIDR board of directors. Current annual User Fees are set out on Attachment A to this Agreement.
9. **Termination & Survival**
- 9.1. If User is in material breach of this Agreement, and does not cure the breach within thirty days (30) after receiving notice from EIDR of the breach (“Cure Period”), then EIDR may: (i) terminate User’s Access Right and all other rights under this Agreement; (ii) disable User’s user 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 receiving notice from User of the breach, then User 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, User 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 Users prior to such termination shall remain under license to such Other Users (and such licenses shall survive such termination of this License) to the extent that such licenses were granted prior to such termination and such licenses were otherwise within the scope of this License.
- 9.5. In the event of termination by EIDR of User’s Access Right, User shall not be required to delete or otherwise cease using any Registry Data previously obtained by User in an authorized manner and used in accordance with the terms of 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, 3.4, 4.1, 4.5, 5, 9-12.
10. **Disclaimer of Warranties; Limitation of Liability.** While EIDR encourages the ongoing development of the Registry by its users and the submission of accurate and complete data to the Registry, EIDR OR USER 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 AND USER DISCLAIM 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 AND USER DO NOT WARRANT THAT THE REGISTRY OR THE REGISTRY DATA WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE REGISTRY SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER EIDR NOR USER 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 and the Registry Guides at any time (“**Amendments**”). If Amendments adversely affect the rights or obligations of User in any material way, User will be informed at least thirty (30) days in advance of such Amendments. Upon receipt of such notice, the User is entitled to terminate this Agreement by giving written notice at least five (5) days in advance of 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 User, then the Amendments are deemed accepted by User.

12. **General Provisions**

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

12.2. **Attorney Fees.** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

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

12.4. **Counterparts.** This Agreement may be consented to in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be binding upon the parties.

12.5. **Entire Agreement; Modification; Waiver.** This Agreement, together with the Participation Agreement signed by User, if any, constitutes the entire agreement between the parties with respect to the subject matter hereof. 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 of such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the remainder of the Agreement shall continue in effect.

The parties agree to this Agreement effective as of the later date upon which a party hereto consents to this Agreement (“Effective Date”).

**ENTERTAINMENT ID REGISTRY
ASSOCIATION, an Oregon non-profit corporation:**

marie davis

By: _____

Print Name: Marie Davis
Publisher

Title: _____

Date: 09/07/2016

USER The Harry FOx agency

Company Name: Aubrey Graham

By: _____

Print Name: Drake

Title: writer/artist

Date: 09/07/2016

Attachment A - User Fees

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

Annual Revenue	Basic User Fee (applicable to all Contributors)	Promoter Fee (includes Basic User Fee)
<\$100M	\$5,000	\$35,000
\$100M - \$500M	\$10,000	
\$500M - \$1B	\$20,000	
>\$1B	\$25,000	

The term of User’s participation shall be on a year-to-year basis, expiring at the end of the day immediately preceding each anniversary of the date of acceptance of this Agreement by EIDR, as evidenced by the date appearing in its signature clause to this Agreement. EIDR will invoice the then-current renewal fee to User ninety (90) days prior to the expiration of the then-current term and User’s payment thereof shall constitute a renewal of its participation as a User. Failure to make a timely renewal payment may cause suspension and termination of User’s participation and all rights and benefits associated therewith.

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

Attachment B – User Information and Membership Level

Please fill in the information below and indicate the appropriate membership level for your company according to the annual revenue tiers in Attachment A.

- _____ \$5,000 Basic User Level
- _____ \$10,000 Basic User Level
- _____ \$20,000 Basic User Level
- x_____ \$25,000 Basic User Level

Company Name:	<u>The Harry Fox agency</u>	Date:	
Contact Name:	<u>Marie Davis</u>		
	(Name/Title)		
Company Address:	<u>40 wall street 6th floor New York, New York 10005</u>		
Telephone Number:	<u>916--664-4970</u>	Fax Number:	
	(Please Include Country Code where appropriate)		
Email Address:	<u>www.hfa.com</u>		
Web URL:			

Please briefly describe the business of and/or services or products sold or provided by Applicant.

_____ media. _____

If you join as a Contributor and execute the Participation Agreement, this Terms of Use Agreement will be incorporated by reference and does not need to be signed separately.

If you join as a Basic User without executing the Participation Agreement, upon receipt of a signed agreement from you, EIDR will counter-sign this Terms of Use Agreement and return a fully-signed copy to you.

For either choice of membership, EIDR will generate an invoice for your first year's member fees. Payments may be made by check payable to the order of "Entertainment ID Registry".