

CMLA IP Statement

“IP Statement by CMLA allowing content owners to employ, or cause to be employed, CMLA Technical Specifications without entering into a Content Participant Agreement.”

A purpose of the Content Management License Administrator, LLC (“CMLA”) is to promote broad market acceptance of the CMLA Technical Specifications. In furtherance of this purpose, CMLA represents that CMLA will not bring suit, and each of the Founders represents that it will not bring suit, for infringement of any of its Necessary Claims against any content owner that is not a Content Participant or Affiliate thereof (“Non-Participating Content Owner”) for authorizing or directing the distribution of Digital Content using CMLA Technical Specifications if such Non-Participating Content Owner, in authorizing or directing its content to be distributed using CMLA Technical Specifications, does so in a manner so as to allow any Service Provider to adhere to the Compliance Rules set forth in the Service Provider Agreement (Exhibit A of that Agreement), in particular that compliance rule contained in Sections 1.2.1-1.2.3 of Exhibit A of the Service Provider Agreement, provided that (a) such representation made by CMLA shall not extend to any entity that asserts, or whose Affiliate asserts, a claim of infringement under any Necessary Claim against CMLA or any licensee of CMLA; and (b) such representation made by a Founder shall not extend to any entity that asserts, or whose Affiliate asserts, a claim of infringement under any patent claim against such Founder or any of its Affiliates.

Non-Participating Content Owners are hereby notified that CMLA may amend the Compliance Rules noted above from time to time without consultation with or notice to any Non-Participating Content Owner. CMLA will post such revised versions of the Compliance Rules on the CMLA website. Should any Non-Participating Content Owner cause CMLA to be used in a manner that does not comply with the referenced Compliance Rules (or as they may be amended), then CMLA and Founders reserve the right to pursue any legal action and remedy it or they deem(s) necessary to protect its or their intellectual property following such Non-Participating Content Owner’s failure to cure within thirty (30) days following notice, except that no notice shall be required and no opportunity to cure shall be available for any non-compliance with an amended version of the Compliance Rules if such non-compliance occurs more than one hundred twenty (120) days after posting by CMLA to the CMLA website of such amended version of the Compliance Rules. The above representation is subject to the Non-Participating Content Owner’s continued compliance with the referenced Compliance Rules (or as they may be amended). No other representations or waivers of rights are made or implied as part of this representation, and this statement does not constitute a license to use CMLA or a licensed under any Founder’s or CMLA’s intellectual property right, by implication, estoppel or otherwise. Capitalized terms used in this IP Statement and not otherwise defined herein shall have the meaning given in the CMLA Service Provider Agreement posted on the CMLA website.