

# CMLA Authorized Reseller Agreement

**Date:** 07-22-2006  
**Version:** v1.1-060722

## CMLA Authorized Reseller License Agreement

Name of Authorized Reseller

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Description of Authorized Reseller's Business

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Name of Contact Person

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Contact person's  
phone no.

address,

fax no.,

email address

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Location of Authorized Reseller's principal offices

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State or Country of Incorporation

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Year of Incorporation

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This CMLA Authorized Reseller License Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between: (i) CMLA, LLC, a Delaware limited liability company ("CMLA"); (ii) the Founders, designating CMLA, as an attorney in fact, and (iii) the company named above ("Authorized Reseller").

### Recitals

WHEREAS, a group of companies identified below as the Founders desire to promote the use and interoperability of OMA DRM Specification 2.0 implementations;

WHEREAS, the Founders have therefore developed a certain CMLA Technical Specification (as defined below) for use with the OMA DRM Specification 2.0 (and its approved successors), together with a public key infrastructure, key generation, management and licensing/compliance framework for the purpose of furthering these goals and protecting certain digital content from unauthorized interception, transmission and copying;

WHEREAS, the Founders wish to preserve the integrity of the CMLA Technical Specification and related components which perform critical functions such as encryption, decryption and authentication may only be distributed to parties who agree to use and resell and/or redistribute them as required by this Agreement.

## Agreement

In consideration of the above and of being authorized (1) to receive certain components or elements related to CMLA Technical Specification or (2) to resell or redistribute such components or elements in accordance with this Agreement, . , Authorized Reseller agrees and promises as follows:

### 1. Definitions.

- 1.1 “Affiliate” means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity. "Control" means the possession of beneficial ownership of more than 50% of the stock or other similar interest entitled to vote for election of the Board of Directors or similar managing authority.
- 1.2 “Client Adopter” means any entity and its Participating Affiliates, (including a Founder), that has executed an Client Adopter Agreement with CMLA provided that Client Adopter or its Affiliates that wish to participate as Content Participants or CMLA Service Providers may only do so pursuant to either Content Participant Agreement or a Service Provider Agreement.
- 1.3 “CMLA Technical Specification” means the specification available under a CMLA Technology License Agreement from CMLA entitled CMLA Technical Specification and updates, if any, approved during the term of this Agreement.
- 1.4 “Compliant” means, as applicable,(i) for an Client Adopter, that which (a) implements the relevant mandatory portions of the CMLA Technical Specification; (b) complies with the Compliance Rules set forth in Exhibit B to the Client Adopter Agreement; and (c) complies with the Robustness Rules set forth in Exhibit B, Part 2 to the Client Adopter Agreement; (ii) for a Service Provider, that which (a) implements the mandatory portions of the CMLA Technical Specification; (b) complies with the Compliance Rules set forth in Exhibit B to the Service Provider Agreement; and, (c) complies with the Robustness Rules, set forth in Exhibit B, Part 2, to the Service Provider Agreement.
- 1.5 “Confidential Information” means any and all information relating to the CMLA Technical Specification or CMLA’s or any Founder’s business practices relating to the CMLA Technical Specification, (a) which is made available to Authorized Reseller directly by CMLA or its designees or representatives, Founders or by any CMLA Authorized Reseller, Content Participant or Adopter prior hereto or during the term of this Agreement, including, without limitation, specifications, software, hardware, firmware, documentation, designs, flow charts, technical data, outlines, blueprints, notes, drawings, prototypes, templates, systems, manuals, know-how, processes and methods of operation, trade secrets, business plans, strategies, concepts, research, data bases, client or customer lists, financial data, other data or information that relates to CMLA’s or a Founder’s past, present or future research, development or business activities, and any other sensitive material belonging to CMLA or any Founder, and/or (b) which is marked “confidential” when disclosed in written form or indicated as “confidential” when disclosed orally, and confirmed in writing within thirty (30) days to be confidential
- 1.6 “Content Participant” means an entity that has executed a Content Participant Agreement with CMLA.
- 1.7 “Digital Content” means materials commercially distributed in digital form including, but not limited to, games, software offerings, sound recordings or audiovisual works, which may only

be reproduced, distributed, transmitted or performed with the authorization of a Content Participant or other entity or individual owning or having the right to license the rights therein.

- 1.8 “Device Private Key” means a cryptographic value used by a Licensed Product or Licensed Component for decryption and signing operations, as specified by the OMA DRM Specifications and defined in the CMLA Technical Specification.
- 1.9 “Fellow Authorized Resellers” means those entities which have executed a CMLA Authorized Reseller License Agreement and delivered it to CMLA or its designee.
- 1.10 “Founders” “Founder(s)” means Intel Corporation, a Delaware company, whose principal offices are at 2200 Mission College Blvd., Santa Clara, CA 95052, Matsushita Electric Industrial Co., Ltd., a Japanese corporation having its principal place of business at 1006 Kadoma, Kadoma, Osaka 571-8501 Japan, Nokia Corporation, a Finnish company, whose principal offices are at Keilalahdentie 4, FIN-02150 Espoo, Finland; and, Samsung Electronics Co., Ltd., a Korean corporation having its principal place of business at 416 Maetan-3 Dong, Yeongtong-Gu, Suwon-City, Kyungki-Do, Korea.
- 1.11 “Highly Confidential Information” means Device Private Keys and Rights Issuer Private Keys regardless of whether or not they are marked “Highly Confidential,” and (ii) other information that is marked “Highly Confidential Information” when disclosed.
- 1.12 “Licensed Product” means those portions of a device or hardware or software product manufactured or distributed under license from CMLA that implement the mandatory portions of the CMLA Technical Specification and that are designed solely to be integrated into a Participating Product Implementation and which are integrated into a Participating Product Implementation.
- 1.13 “Licensed Service” means those portions of a service performed and distributed under license from CMLA that implement the mandatory portions of the CMLA Technical Specification and that are designed solely to be integrated into a Participating Rights Issuer Implementation and which are integrated into a Participating Rights Issuer Implementation.
- 1.14 “Licensed Component” means those portions of a component, such as an integrated circuit, circuit board, or software module that (i) are manufactured and distributed under a CMLA Technology License Agreement, (ii) are designed solely to be assembled into a Licensed Product and which is assembled into a Licensed Product, and (iii) embody a portion of the CMLA Technical Specification, but which by itself may not be.
- 1.15 “Licensed Service Element” means those portions of a component such as a software module , that are (i) manufactured, and distributed under a CMLA Technology License Agreement (ii) are designed solely to be and which is integrated into a Licensed Service, and (iii) embody a portion of the CMLA Technical Specification , but which by itself may not be Compliant.
- 1.16 Necessary Claims” means those claims of patents or patent applications, under which, CMLA, any Founder or any CMLA Technology Licensee, or an Affiliate owns, controls or otherwise has the right, at any time during the term of this Agreement, to grant licenses within the bounds of the scope of use set forth in Section 2 of this Agreement that are necessarily infringed by those portions of Licensed Products, Licensed Components, Licensed Service or Licensed Service Element which implement the mandatory portions of CMLA Technical Specification. Notwithstanding anything else in this Agreement, "Necessary Claims" shall not include (1) any claims relating to

aspects of any technology, codec, standard or product not disclosed with particularity in the CMLA Technical Specification even though such technology, codec, standard or product may be mentioned in the CMLA Technical Specification or required by the Compliance or Robustness Rules; (2) claims relating to implementation of the OMA DRM Specification, version 1.0, 2.0 and subsequent versions, if any, (even though such OMA DRM Specifications, version 1.0, 2.0 and subsequent versions, if any, may be mentioned or required by the CMLA Technical Specification), (3) claims relating to a standard or standards developed, administered, or offered, by an industry group consisting of two or more legal entities or promulgated by official standardization agencies or bodies; (4) other copy protection, compression, encoding or decoding ability or tamper resistance technology (even though such technology, standard or product may otherwise be mentioned or required by the CMLA Technical Specification); (5) claims which could be practiced in an implementation of a Licensed Product, Licensed Component, Licensed Service or Licensed Service Element in compliance with the CMLA Technical Specification where an alternative implementation exists that would not infringe such claim(s) (even if in the same patent as Necessary Claims); (6) claims that read solely on any implementations of any portion of the CMLA Technical Specification that are not within the bounds of the scope of use set forth in Section 2.2 or the equivalent section of the relevant CMLA Technology License Agreement(s); (7) claims related to data embedding, content formats, and content downloading and delivery (other than as described with particularity in the CMLA Technical Specification); (8) claims which, if licensed, would require a payment of royalties or other consideration by the licensor to unaffiliated third parties; (9) claims relating to watermarking or waterscrambling technology, semiconductor and semiconductor manufacturing technology, compiler technology, programming languages and object-oriented technology, operating system, middleware and database technology, networking, intranet, extranet, Internet technology, telecommunications network technology (for example any technology relating to equipment, handsets, signal transmission) access control system technology, card access management technology, electronic payment technology, conditional access for television technology, television e-commerce access technology, broadcast stream access technology; (10) claims related to key management technology for use in encryption or signature applications, encryption technology or electronic signature technology, except as may be necessary or required for the use, development, manufacturing, implementation, sale (offer for sale), license and distribution of CMLA keys, self-generated CMLA keys, any aspect of CMLA technology, including, but not limited to key management software for use in encryption or signature applications licensed to CMLA by third parties, the CMLA Technical Specification, Licensed Products, Licensed Services, Licensed Components or Licensed Service Elements; or (11) claims related to applications, application programming interfaces and user interfaces, including the technology used to generate, display or interact with a use.

- 1.17 “OMA DRM Specification” means Open Mobile Alliance DRM Specifications V2.0, DRM Architecture V2.0, OMA DRM Requirements V2.0, DRM Content Format V2.0, and/or OMA Rights Expression Language V2.0, each as amended from time to time and follow on versions of same, excluding the functionality defined in the OMA DRM version 1.0 specification.

- 1.18 “Participating Affiliate” means an Affiliate of Client Adopter or Service Provider, for which Client Adopter or Service Provider agrees to assume the obligations contained in the Client Adopter or Service Provider Agreement, respectively.
- 1.19 “Participating Product Implementation” means those portions of a product that implement the OMA DRM Specifications, are Compliant and incorporate a Licensed Product.
- 1.20 “Participating Rights Issuer Implementation” means those portions of a Rights Issuer facility that implement the OMA DRM Specifications, are Compliant and incorporate a Licensed Service.
- 1.21 “Rights Issuer Private Key” is a cryptographic value used by the Rights Issuer to create digital signatures, as defined by the technical specifications contained in the OMA DRM Specifications.

2. Handling Participating Product Implementations, Licensed Products, Licensed Components, Participating Rights Issuer Implementations, Licensed Service and/or Licensed Service Elements.

- 2.1 Founders hereby grants Authorized Reseller a limited license under their Necessary Claims and CMLA hereby grants Authorized Reseller a limited license under its patent, patent applications, copyrights and trade secrets the right to (i) receive Participating Product Implementations, Licensed Products, or Licensed Components from Client Adopters or their Participating Affiliate and/or Fellow Authorized Resellers and the authority to receive Participating Rights Issuer Implementations, Licensed Service or Licensed Service Elements from Service Providers or their Participating Affiliate (ii) to sell or distribute such Licensed Product, Licensed Component, Licensed Service, or Licensed Service Element to Client Adopters, Service Providers or Participating Affiliates thereof, or other Authorized Resellers, and pursuant to the following conditions:
  - 2.1.1 An Authorized Reseller shall not rework, modify or reverse engineer any Participating Product Implementation, Licensed Product, Licensed Component, Participating Rights Issue Implementation, Licensed Service or Licensed Service Element, and shall not assemble or combine any Participating Product Implementation, Licensed Product, Licensed Component, Participating Rights Issuer Implementation, Licensed Service, or with any other component or product, whether licensed or not.
  - 2.1.2 Other Licensees. CMLA will make available on a TBD basis a list of Client Adopters, Service Providers and Participating Affiliates thereof, and Fellow Authorized Resellers. Authorized Reseller shall not resell or redistribute Licensed Products, Licensed Components, Licensed Service or Licensed Service Elements to any other person or entity not on such list and not authorized to receive such components.

Authorized Reseller is free to set with Adopter, Service Provider or its Fellow Authorized Reseller all other terms of resale or redistribution of Licensed Components or Licensed Service Elements which are not established by this Agreement, including terms pertaining to price.
  - 2.1.4 Controls Against Theft. Authorized Reseller agrees to maintain reasonable controls against theft or misappropriation with respect to Licensed Products, Licensed Components, Licensed Service, License Service Elements. This obligation shall be considered to be fulfilled, for example, if Authorized Reseller utilizes controls at least equivalent to the controls that it maintains for other of its similarly sensitive products or components.

3. Administration Fees. Within thirty (30) days of the Effective Date, Authorized Reseller shall pay CMLA Administration fees as set forth in the Fee Schedule attached hereto as Exhibit A. Authorized Reseller shall not be entitled to any refund thereof for any reason.
4. Gross Payments. Any Fees paid by Authorized Reseller, pursuant to Exhibit A – Fees, hereunder will be paid without deduction or withholding for or on account of any present or future tax, assessment, or governmental charge imposed or levied, unless in each case the withholding or deduction of such tax, assessment or governmental charge is required by law. In the event such withholding or deduction is so required, Authorized Reseller shall include with its payment written notification of such withholding and shall forward to CMLA in a timely manner evidence of such withholding adequate to permit CMLA and/or the Founders to claim relevant tax credits under applicable treaties. Authorized Reseller assumes full responsibility for remitting such withholding to the proper authority.
5. Liability for Violation. Failure to comply with the terms of this Agreement, including but not limited to redistribution and/or resale of Licensed Components, Licensed Service Elements, Licensed Products or Licensed Services in violation of this Agreement, will subject Authorized Reseller to legal liability, including injunctions, damages and termination of this Agreement. Authorized Reseller acknowledges that in the event of breach of its obligations hereunder money damages alone will not adequately compensate an injured party, including an injured third party beneficiary, and that injury to such party will be irreparable. In the event of any breach, CMLA and/or Content Participant, shall be entitled to bring an action at law or in equity against Authorized Reseller to enforce the terms of the Agreement and in any such action shall be entitled to specific performance or other temporary, preliminary or permanent injunctive relief. Authorized Reseller further acknowledges that CMLA, in addition to any other remedies in equity, but in lieu of any and all other claims for monetary damages may recover liquidated damages for any material breach of this Agreement in the amount of one million (\$1M) dollars. Authorized Reseller agrees that, Content Participants shall be third party beneficiaries of this Agreement and, as such, are entitled to bring an action for equitable relief as if Authorized Reseller were an Adopter or Service Provider subject to the third party beneficiary terms of the CMLA Adopter or Service Provider License Agreement.
6. General Terms.
  - 6.1 Disclaimer. ALL INFORMATION, CMLA TECHNOLOGY AND CMLA TECHNICAL SPECIFICATION ARE PROVIDED “AS IS.” CMLA, FOUNDERS AND THEIR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT. CMLA, FOUNDERS, AND AFFILIATES FURTHER DISCLAIM ANY WARRANTY THAT ANY IMPLEMENTATION OF THE SPECIFICATIONS, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.
  - 6.2 Limitation of Liability. NEITHER CMLA NOR FOUNDERS OR THEIR AFFILIATES, NOR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH (COLLECTIVELY THE “AFFECTED PARTIES”) SHALL BE LIABLE TO AUTHORIZED RESELLER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON ANY PERSON’S USE OF OR MAKING, USING, SELLING OR IMPORTING

ANY PRODUCTS OF AUTHORIZED RESELLER THAT IMPLEMENT CONFIDENTIAL OR HIGHLY CONFIDENTIAL INFORMATION OR THE CMLA TECHNOLOGY OR CMLA TECHNICAL SPECIFICATION, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, INTELLECTUAL PROPERTY INFRINGEMENT (DIRECT, CONTRIBUTORY OR OTHERWISE) PRODUCT LIABILITY OR OTHERWISE. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST ANY OF THE AFFECTED PARTIES. NOTWITHSTANDING THE ABOVE LIMITATION, THE AFFECTED PARTIES' AGGREGATE LIABILITY TO AUTHORIZED RESELLER IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY AUTHORIZED RESELLER TO CMLA HEREUNDER. AUTHORIZED RESELLERS AND THEIR DIRECTORS, OFFICERS, AGENTS, MEMBERS, REPRESENTATIVES, EQUIVALENT CORPORATE OFFICIALS, OR EMPLOYEES ACTING IN THEIR CAPACITIES AS SUCH SHALL NOT BE LIABLE TO CMLA, FOUNDERS, OR THEIR AFFILIATES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES BUT SHALL BE LIABLE FOR DAMAGES AS SET FORTH IN SECTION 5.

- 6.3 Ownership. Except as expressly provided herein, this Agreement does not give Authorized Reseller any license or other rights to any information provided under this Agreement.
- 6.4 Entire Agreement. This Agreement may not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.
- 6.5 Other Licenses. Notwithstanding anything else in this Agreement, patents, patent applications, copyrights and trade secrets which subsist in anything that is excluded from the definition of Necessary Claims or in other rights not expressly granted herein are not licensed pursuant to the licenses granted under this Agreement. This Agreement only permits Authorized Reseller to receive and/or resell and/or redistribute certain Participating Product Implementations, Licensed Products, Licensed Components, Participating Rights Issuer Implementations, Licensed Service or Licensed Service Elements developed or manufactured under license from CMLA. Neither CMLA nor any other party shall be responsible for other permissions or licenses which may be needed in the manufacture or sale of any Participating Product Implementation, Licensed Product, Licensed Component, Participating Rights Issuer Implementation, Licensed Service or License Service Element, except as expressly permitted in this Agreement
- 6.6 Assignment. Authorized Reseller shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of CMLA, which shall not be unreasonably withheld. CMLA may assign or transfer this Agreement and/or any of its rights or obligations hereunder.
- 6.7 Notices. Any notice required to be given under this Agreement shall be in writing (which, for these purposes includes facsimile but excludes email) and shall be by overnight mail or international courier, which requires signing on receipt, postage prepaid (or, for notices given by facsimile, shall only be considered given if the sender has received a successful fax transmission report recording the correct number of pages), to the parties at the address or facsimile number specified in this Agreement. Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give written notice of a change of address or facsimile number and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address or facsimile number. CMLA's address for notices hereunder is:

CMLA, LLC.

- 6.8 Governing Law. THIS AGREEMENT, AND ALL THIRD PARTY BENEFICIARY CLAIMS BROUGHT PURSUANT TO IT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE WITHOUT REGARD TO THAT STATE'S CONFLICT OF LAWS PRINCIPLES. IN ANY DISPUTE, ACTION OR CLAIM BROUGHT PURSUANT TO THIS AGREEMENT,
- 6.9 Consent to Jurisdiction. IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT BETWEEN THE PARTIES HERETO OR IN CONNECTION WITH ANY THIRD PARTY BENEFICIARY CLAIM MUST BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN CONNECTION WITH SUCH LITIGATION, EACH PARTY IRREVOCABLY CONSENTS TO: (1) THE EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, N.Y.; AND IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SUCH LITIGATION BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; AND (2) IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF SAID COURTS BY ANY METHOD AS PROVIDED BY NEW YORK LAW AND IN ADDITION BY PERSONAL DELIVERY BY OVERNIGHT MAIL OR INTERNATIONAL COURIER, WHICH REQUIRES SIGNING ON RECEIPT, POSTAGE PREPAID, TO THE PARTIES AT THE ADDRESS SPECIFIED IN THIS AGREEMENT, OR TO THE AGENT TO BE APPOINTED PURSUANT TO SECTION 10.8 BELOW. THE PARTIES AGREE TO WAIVE A JURY TRIAL ON ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT
- 6.10 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION OF ANY CLAIM WHICH IS BASED HEREON, OR ARISES OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTIONS RELATING HERETO, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY THIRD PARTY BENEFICIARY CLAIM, EACH PARTY ACKNOWLEDGES THAT THE WAIVERS IN SECTION 6.9 AND THIS SECTION 6.10 ARE A MATERIAL INDUCEMENT FOR THE OTHER PARTIES TO ENTER INTO THIS AGREEMENT, THE WAIVERS IN SECTION 6.9 AND THIS SECTION 6.10 ARE IRREVOCABLE, MEANING THAT THEY MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THESE WAIVERS SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS AND REPLACEMENTS TO OR OF THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO WAIVER OF A JURY TRIAL AND TO TRIAL BY THE COURT.
- 6.11 Agent. SERVICE PROVIDER SHALL APPOINT AN AGENT IN THE UNITED STATES FOR ACCEPTANCE OF SERVICE OF PROCESS PROVIDED FOR UNDER THIS AGREEMENT AND SHALL NOTIFY CMLA OF THE IDENTITY AND ADDRESS OF SUCH AGENT WITHIN NINETY (90) DAYS AFTER THE EFFECTIVE DATE.
- 6.12 Severability; Waiver. Should any part of this Agreement judicially be declared to be invalid, unenforceable, or void, the parties agree that the part or parts of this Agreement so held to be invalid, unenforceable, or void shall be reformed by the entity having jurisdiction thereover without further action by the parties hereto and only to the extent necessary to make such part or parts valid and enforceable. A waiver by any of the parties hereto of any of the covenants or

promises to be performed by the other parties or any breach thereof shall not be effective unless made in writing and signed by the waiving party and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained.

6.13 Term. The license granted under this Agreement shall be effective upon Effective Date and thereafter until this Agreement is terminated in accordance with any of the following events:

6.13.1 Nonrenewal. This Agreement shall terminate three (3) years after the Effective Date unless renewed.

6.13.2 Termination by Authorized Reseller. Authorized Reseller shall have the right to terminate this Agreement at any time upon ninety (90) days prior written notice to CMLA and Founders.

6.13.3 Breach. CMLA may terminate this Agreement and Authorized Reseller may terminate this Agreement for any material breach by CMLA by providing timely written notice to the other parties and an opportunity to cure the breach. If the breach is not fully cured within thirty (30) days of receiving such notice the Agreement may be terminated.

6.13.4 Avoidance of Legal Liability. CMLA may terminate this Agreement in the event CMLA determines it is necessary to do so to avoid potential legal liability for CMLA, Founders, Client Adopters, Service Providers, Authorized Resellers or Content Participants by providing thirty (30) days written notice to Authorized Reseller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CMLA, LLC:

Authorized Reseller:

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

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

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

The Founders sign below for purpose of agreeing to Sections 2, 6.1 and 6.2 of this Agreement.

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

CMLA, LLC as attorney-in-fact for Founders;

LMI, LLC, as attorney-in-fact for CMLA, LLC

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

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

CMLA as attorney-in-fact for Founders license in Section 2:

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

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

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

Addresses for notices

CMLA, LLC:

Authorized Reseller:

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## EXHIBIT A – FEES

Authorized Reseller fees - \$6000 initial payment for first three years.  
Authorized Reseller Renewal (4<sup>th</sup> year and thereafter) \$2000 per year  
Authorized Reseller fees are due and payable on anniversary date of agreement.