BYLAWS OF
ENTERTAINMENT ID REGISTRY ASSOCIATION
(An Oregon Nonprofit Corporation)

SECTION 1: DEFINITIONS

SECTION 1.1 “Act” shall mean the Oregon Nonprofit Corporation Act, as such law may be amended from time to time.

SECTION 1.2 “Affiliate” or “Affiliates” shall mean, with respect to any Participant, any Entity that directly or indirectly Controls, is Controlled by, or is under common Control with such Participant. For purposes of this definition, the term “Control” (including the correlative meanings of the terms “Controlled by” and “under common Control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise. An Entity is an Affiliate of a Participant only so long as such applicable Control exists. For avoidance of doubt, neither MovieLabs (as defined in Section 1.24, below) nor CableLabs (as defined in Section 1.8, below) shall be considered an “Affiliate” of its members, or vice versa, for any purpose under these Bylaws or otherwise relating to the activities of the Corporation.

SECTION 1.3 “Alternate” shall have the meaning given in Section 4.3(c).

SECTION 1.4 “Antitrust Guidelines” shall mean the Corporation’s antitrust guidelines, as such guidelines may be amended from time to time, and attached hereto as Exhibit B.

SECTION 1.5 “Articles” shall mean the Articles of Incorporation establishing the Corporation as a legal entity and filed with the Secretary of State of the State of Oregon in the form attached hereto as Exhibit A.

SECTION 1.6 “Board” shall mean the board of directors of the Corporation established pursuant to Section 4 of these Bylaws.

SECTION 1.7 “Bylaws” shall mean these bylaws of the Corporation, including any exhibits, schedules or attachments hereto, as amended, supplemented or restated from time to time by the Board.

SECTION 1.8 “CableLabs” shall mean Cable Television Laboratories, Inc., a Delaware nonprofit corporation.

SECTION 1.9 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

SECTION 1.10 “Confidential Information” shall have the meaning given in Section 16.1.

SECTION 1.11 “Contributor” or “Contributors” shall mean a Participant of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.3, below.

SECTION 1.12 “Corporation” shall mean Entertainment ID Registry Association, an Oregon nonprofit corporation.

SECTION 1.13 “Director” shall have the meaning given in Section 4.1, and as the context requires, an Alternate appointed for a Director.
SECTION 1.14 “Disinterested Members of the Board” shall mean members of the Board who have no direct or indirect pecuniary or other conflicting interest in a matter being voted on by the Board. For avoidance of doubt, a Director who faces removal from the Board, or dismissal as the Chairman of the Board or as an officer of the Corporation, or a Director representing a Participant contracting directly with the Corporation, shall be deemed to have a conflicting interest in each of those matters. Except as provided for in the prior sentence, it is acknowledged that any other general interest of a Participant in a matter being voted on by the Board, including but not limited to Registry fees, Participant dues and other fees, Registry terms of use, technical decisions about the Registry, invitations to new Participants, appointment or election of officers or Directors, and the form of Participation Agreement, shall not be deemed to create a conflicting interest for purposes of this Section 1.14.

SECTION 1.15 “Entity” shall mean any corporation, limited liability company, partnership, association, trust, estate or other entity or organization, including any governmental authority.

SECTION 1.16 “Founding Promoter” or “Founding Promoters” shall mean each Participant of the Corporation who so qualifies in accordance with Sections 13 and 15.1, below.

SECTION 1.17 “Founding Promoter Director” shall have the meaning given in Section 4.1.

SECTION 1.18 “General Work Group Procedures” shall have the meaning given in Section 8.2(d).

SECTION 1.19 “Industry Promoter” or “Industry Promoters” shall mean each Participant of the Corporation who so qualifies in accordance with the provisions of Sections 13 and 15.2, below.

SECTION 1.20 “Industry Promoter Director” shall have the meaning given in Section 4.1.

SECTION 1.21 “Intellectual Property Rights Policy” shall mean the Corporation's intellectual property rights policy, as such policy may be amended from time to time, and attached hereto as Exhibit C.

SECTION 1.22 “Majority Vote” shall mean an affirmative vote of more than fifty percent (50%) of all Disinterested Members of the Board present at a meeting of the Board where a quorum is present who have not otherwise abstained from the vote; provided, however, that (i) the material facts of such matter and any Directors’ interest therein are disclosed or otherwise known to such Disinterested Members of the Board; and (ii) in any case a Majority Vote must include the affirmative vote of at least two (2) Directors.

SECTION 1.23 “Minimum Terms of Use” or “MTU” shall mean the following terms of use which shall apply to all Registrants (as defined in Section 1.32, below), or Users (as defined in Section 1.40, below):

(a) All Registrants and Users will be allowed to use the Registry and its data in the ordinary course of business, e.g., with suppliers, customers, in a catalog online or off, in a larger database of metadata, etc., including scraping, aggregating or other commercial or non-commercial use.

(b) No other unrelated obligations shall be attached to the use of the Registry by Registrants and Users, i.e., compliance and robustness rules, approved outputs, required media formats, security obligations, etc.

(c) There will be no restrictions on what Registrants may do with their own base metadata stored in the Registry (“Registry Data”), however data may not be removed from the Registry by Registrants.

(d) Notwithstanding Section 1.23(a) or (b), above, to encourage support and funding for the Registry, the MTU will limit the redistribution of substantially all the Registry Data in substantially
unmodified form. The purpose of this restriction is to encourage redistribution as part of an enhanced database with substantially added value, and to prohibit Users from downloading the entire set of Registry Data and then re-distributing it to other potential Users who do not pay fees to support the Registry.

SECTION 1.24 “MovieLabs” shall mean Motion Pictures Laboratories, Inc., a Delaware nonprofit corporation.

SECTION 1.25 “Operating Contractor” shall mean the Entity identified by the Corporation to be responsible for support, maintenance, operation and other day-to-day technical activities required for the ongoing services of the Registry.

SECTION 1.26 “Other Indemnitor” shall have the meaning given in Section 6.2(e).

SECTION 1.27 “Participant” or “Participants” shall mean a general reference to all Founding Promoters, Industry Promoters, and Contributors, or any of them, who have so qualified for such classifications pursuant to the provisions of these Bylaws. Participant shall not mean a “member” as that term is defined under ORS 65.001(28) as the Corporation shall not be deemed to have members as defined under the Act.

SECTION 1.28 “Participation Agreement” shall mean any of the agreements by which an Entity becomes a Participant of the Corporation substantially in the form of Exhibit D.

SECTION 1.29 “Person” shall mean any natural person or Entity.

SECTION 1.30 “Promoter” or “Promoters” shall mean a general reference to all Founding Promoters and Industry Promoters, or any of them.

SECTION 1.31 “Qualified Organization” shall have the meaning given in Section 11.3.

SECTION 1.32 “Registrant” shall mean any Person who registers works with the Registry.

SECTION 1.33 “Registry” shall mean the database and/or the technology components thereof operated by the Corporation or the Operating Contractor, as the context requires.

SECTION 1.34 “Registry Data” shall have the meaning given in the definition of “Minimum Terms of Use”.

SECTION 1.35 “Representatives” shall have the meaning given in Section 16.2.

SECTION 1.36 “Specific Work Group Policies” shall have the meaning given in Section 8.2(d).

SECTION 1.37 “Specifications” shall mean the package of technical documentation that describes the general nature of the Registry, including the types, format, validation rules, usage and other structural elements of the metadata fields included in the Registry, as approved by the Board, including amendments thereto.

SECTION 1.38 “Super-Majority Vote” shall mean:

(a) if there are three or fewer Directors serving on the Board, an affirmative vote of all Disinterested Members of the Board; or

(b) if there are more than three (3) Directors serving on the Board, an affirmative vote of all Disinterested Members of Board, less one (1);
provided, however, that (i) the material facts of such matter and any Directors’ interest therein are disclosed or otherwise known to such Disinterested Members of the Board; and (ii) in any case a Super-Majority Vote must include the affirmative vote of at least two (2) Directors.

SECTION 1.39 “Transfer” shall have the meaning given in Section 13.8(a).

SECTION 1.40 “User” shall mean any Person who uses the Registry.

SECTION 1.41 “Work Group” shall have the meaning given in Section 8.1.

SECTION 2: OFFICES

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be located at c/o Alliances Management, 1515 Cordilleras Road, Redwood City, CA 94062, Attn: Ted Archer.

SECTION 2.2 CHANGE OF ADDRESS

The designation of the Corporation’s principal office may be changed from time to time by the Board, which change of address shall be effective upon written notice to all Participants.

SECTION 2.3 OTHER OFFICES

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board may, from time to time, designate.

SECTION 3: PURPOSES AND POWERS

SECTION 3.1 IRC SECTION 501(c)(6) PURPOSES

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Code.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is an Oregon nonprofit mutual benefit corporation formed to develop and promote the common business interests of businesses in the media industry by developing and promoting mechanisms for unique identification of digital media assets, including specifically a unique ID registry for audiovisual works in association with the Digital Object Identifier (DOI) standards of the International DOI Foundation (IDF), with a goal of using DOI standards to create a multi-purpose digital identifier. The Corporation shall provide general services to the industry without regard to participation in the Corporation.

SECTION 3.3 GENERAL POWERS

The Corporation has perpetual duration but may be dissolved at any time upon a unanimous vote of the Board. The Corporation has succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs.
SECTION 3.4 ADOPTION OF SPECIFICATIONS; MAINTENANCE OF REGISTRY

The approval of the Board shall be required for the adoption of the Specifications and all amendments, supplements and restatements thereof.

Upon adoption of the initial Specifications and at all times thereafter, the Corporation shall support, maintain and operate the Registry, and conduct the other day-to-day technical activities and provide related services required in connection therewith; provided, however, that the Corporation may, by Majority Vote, engage an Operating Contractor for that purpose. The initial Operating Contractor shall be Rovi Corporation; provided, however, that the Corporation shall initiate an RFP process to select a new Operating Contractor within five (5) years after the Corporation’s formation (Rovi Corporation may participate and bid in such RFP process to continue as the Operating Contractor).

SECTION 3.5 COMPLIANCE WITH ANTITRUST LAWS

Each of the Participants of the Corporation is committed to fostering competition in the development of products and services, and any work product proposed to be developed by the Corporation are intended to promote such competition. Each Participant further acknowledges that it may compete with other Participants in various lines of business and that it is therefore imperative that each Participant and its Representatives act in a manner that does not violate any applicable state, federal, or international antitrust laws or regulations. For this reason, the Corporation has adopted the Antitrust Guidelines, and each Participant shall comply therewith.

In furtherance of the foregoing, each Participant hereby assumes responsibility to provide appropriate legal counsel to its Representatives acting in connection with the activities of the Corporation regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Participant further acknowledges that it and each other Participant is free to develop competing technologies and standards and to license its patent rights to third parties, including, without limitation, to enable competing technologies and standards.

SECTION 3.6 WAIVER OF FIDUCIARY DUTIES

Except as required by any nonwaivable provision of applicable law, none of the Participants or their respective Affiliates or their respective officers, directors, shareholders, partners, members, managers, agents and employees will have any obligation to present business opportunities to the Corporation or to the other Participants, nor will any such Person in its capacity as a Participant (including exercising any of its rights as a Participant), as an officer, director, shareholder, partner, member, manager, agent or employee of a Participant, or as a Director or officer of the Corporation (including exercising any of its rights as a Director or officer), owe any fiduciary duty to the Corporation or the other Participants beyond any such duties that may not be validly waived by the Corporation. To the fullest extent permitted under applicable law, it is expressly acknowledged and agreed that a Director may act in the interests of him- or herself and the Participant that he or she represents in considering matters that may come before the Board, and that a Director shall have no liability to the Corporation for breach of the fiduciary duty of loyalty as a result of any action taken or approval given by a Director that inures to the benefit of him- or herself or the Participant that he or she represents, whether or not such action or approval shall be unfavorable to the Corporation or any one or more Participants. The Corporation and each Participant hereby waives, to the fullest extent it may do so under applicable law, all fiduciary duties applicable to a Director or Participant with respect to the Corporation and each other Participant, including any fiduciary duties that would require any Director or Participant to present business opportunities to, or to advise the Corporation as to any information obtained from a source other than the Corporation. The Corporation and each Participant hereby waives, to the fullest extent that it may do so under applicable law, any claim arising under the corporate opportunity doctrine (or similar applicable legal principles relating to, among other things, fiduciary duties) with respect to the activities
of a Participant that are not expressly prohibited by these Bylaws or any agreement with or for the benefit of the Corporation to which the Participant is a party.

SECTION 4: BOARD OF DIRECTORS

SECTION 4.1 NUMBER

The number of individuals serving on the Board (each, a “Director”) shall equal the number of Founding Promoters in the Corporation (the “Founding Promoter Directors”) plus up to five (5) individuals who are representatives of the Industry Promoters (the “Industry Promoter Directors”). The Founding Promoter Directors shall be appointed pursuant to Section 4.3 and the election of Industry Promoter Directors shall be conducted pursuant to Section 4.4; provided, however, that the initial Directors have been appointed by the incorporator and are listed on Exhibit E hereto. The specific size of the Board within these limits shall be determined from time to time by Super-Majority Vote.

SECTION 4.2 POWERS AND DUTIES

Subject to any nonwaivable provisions of the Act and any limitations in the Articles and these Bylaws, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Corporation to accomplish the purposes of the Corporation as set forth herein, to make all decisions affecting the business and affairs of the Corporation and to take all actions as it deems necessary or appropriate to accomplish the purposes of the Corporation as set forth herein. The Board may, in its sole discretion, delegate any power and authority of the Board to one or more committees of the Board, provided that no action taken or purported to be taken by a committee designated by the Board shall constitute an act of, or bind, the Corporation except as and to the extent approved by the requisite vote of the full Board.

SECTION 4.3 FOUNDING PROMOTERS APPOINTMENT OF DIRECTORS

(a) Each Founding Promoter, upon admission to the Corporation in accordance with Sections 13.3 and 15.1, may appoint one of its employees to serve on the Board as a Founding Promoter Director.

(b) Each Founding Promoter Director shall serve until his or her death, resignation, removal or other disqualification, provided that only the Founding Promoter that appointed a Founding Promoter Director may remove such Founding Promoter Director, except as otherwise provided in the Act.

(c) Each Founding Promoter may also appoint an alternate employee (an “Alternate”) to serve on a temporary basis should the Founding Promoter Director it appointed become unavailable, which Alternate may be appointed to serve indefinitely (i.e., until his or her death, resignation, removal or other disqualification), for a fixed term or for a specified meeting or vote.

(d) The appointment of any Founding Promoter Director or Alternate pursuant to this Section 4.3 shall not be effective until evidence of such appointment is delivered in writing to the Secretary.

SECTION 4.4 ELECTION OF INDUSTRY PROMOTER DIRECTORS

(a) Until the 2011 annual meeting of the Participants, the Board may appoint, by Super-Majority Vote, additional Industry Promoter Directors, up to the maximum number of Directors authorized by the Board pursuant to Section 4.1. Commencing with the 2011 annual meeting of the Participants, the Industry Promoter Directors shall be elected by the Promoters as provided in this Section 4.4.

(b) Any Industry Promoter wishing to nominate one of its employees for election to the Board must provide written notice of the same to the Secretary not later than thirty (30) days prior to the
quarterly meeting of the Board immediately preceding the next annual meeting of the Participants. The Secretary shall provide an annual written call for nominations to the Industry Promoters specifying this deadline. Each notice of nomination by an Industry Promoter shall include:

(1) a certification that such Industry Promoter has actively participated in the activities of the Corporation since joining the Corporation, or in the case of Industry Promoters that have been Participants for more than one year, during the prior twelve (12) month period;

(2) evidence that such Industry Promoter possesses and will contribute sufficient technical and marketing resources to invest in the Corporation’s activities; and

(3) evidence that such Industry Promoter is committed to the purpose of the Corporation.

(c) No Industry Promoter may nominate more than one (1) of its employees for election to the Board at any one time. In no event shall an Industry Promoter have more than one (1) of its employees serving as an Industry Promoter Director at any one time.

(d) At such time as all nominees for Industry Promoter Director seats are known, but in no event later than the date specified for notice of the annual meeting of the Participants at which an election of the Industry Promoter Directors is to take place, the Secretary shall provide each Promoter with a written slate containing the names of all nominees.

(e) Voting for the election of Industry Promoter Directors shall be exclusively by written (which may include by electronic means as permitted under the Act) ballot of the Promoters deposited or received at the time of the annual meeting of the Participants. Each Promoter shall be entitled to cast a total number of votes equal to the total number of Industry Promoter Director seats open for election, and may allocate or distribute their votes (whole numbers only) among the nominees in such a manner as to aggregate all or a portion of their votes for one (1) or more nominees. The candidates receiving the highest number of votes shall be elected to the Board.

(g) In the event of a tie between two (2) or more individuals seeking election, the out-going Board shall determine the winner via majority vote of the Directors not subject to this tie breaking vote.

(h) Each Industry Promoter that has an employee elected as an Industry Promoter Director may also appoint an Alternate to serve on a temporary basis should its representative Industry Promoter Director become unavailable, which Alternate may be appointed to serve for the entirety of the term of such Industry Promoter Director (or until such Alternate’s earlier death, resignation, removal or other disqualification), for a shorter fixed term or for a specified meeting or vote. The appointment of any Alternate shall not be effective until evidence of such appointment is delivered in writing to the Secretary.

(i) Industry Promoter Directors shall serve from the date of election until the next annual meeting of Participants at which his or her successor is duly elected and qualified, or until his or her earlier death, resignation, removal or other disqualification. Industry Promoter Directors may serve for successive terms if duly elected.

SECTION 4.5 TERM OF OFFICE, RESIGNATION AND REMOVAL

Without limiting the provisions of Sections 4.3 and 4.4, above:

(a) Each Director shall serve until such Director’s death, resignation, removal or other disqualification, or until his or her successor is elected or appointed and qualified, whichever occurs first.
(b) Any Director may resign effective upon giving written notice to the President, Secretary or the Board. No Director may resign if the Corporation would then be left without a duly appointed Director in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of the State of Oregon.

(c) Any Directors may be removed, with or without cause, only by the Promoter that appointed him or her to the Board (in the case of a Founding Promoter Director) or that nominated him or her for election to the Board (in the case of an Industry Promoter Director), except as otherwise provided in the Act. Notwithstanding the foregoing, any Director shall be removed automatically, without further action by the Board or any Promoter, if:

1. he or she ceases to serve as an employee of the Promoter that appointed him or her to the Board (in the case of a Founding Promoter Director) or that nominated him or her for election to the Board (in the case of an Industry Promoter Director); or

2. the Promoter that appointed him or her to the Board (in the case of a Founding Promoter Director) or that nominated him or her for election to the Board (in the case of an Industry Promoter Director) ceases to be a Promoter.

(d) Notwithstanding anything to the contrary herein, a Director or Alternate may be removed from the Board pursuant to ORS 65.327 and ORS 65.331.

SECTION 4.6 VACANCIES

Except for vacancies created pursuant to Section 4.5(c)(2), any vacancy on the Board, whether caused by death, resignation, removal or other disqualification of a Director, may be filled by the Founding Promoter that appointed him or her to the Board (in the case of a Founding Promoter Director) or may be filled for the unexpired term of such Director by the Promoter that nominated him or her for election to the Board (in the case of an Industry Promoter Director). If a vacancy is created pursuant to Section 4.5(c)(2) as a result of a Founding Promoter ceasing to be a Promoter, the number of Founder Promoter Director seats on the Board shall automatically shall be reduced by one (1) and the number of Industry Promoter Director seats on the Board shall be increased one (1), and the Industry Promoter Director seat shall be filled in the manner set forth in the following sentence. If a vacancy is created pursuant to Section 4.5(c)(2) as a result of an Industry Promoter ceasing to be a Promoter, the Board may, by Super-Majority Vote, designate an employee of another Industry Promoter that does not then already have an employee serving as an Industry Promoter Director to fill such vacancy for the remainder of the unexpired term of the removed Industry Promoter Director.

SECTION 4.7 COMPENSATION

Directors shall serve without compensation by the Corporation; provided, however, that nothing herein contained shall be construed to preclude (a) any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor so long as such compensation is approved by a vote of the Board, or (b) any Promoter from doing business with the Corporation even if its employee is serving as a Director.

SECTION 4.8 CHAIRMAN OF THE BOARD

The Directors shall elect a Chairman of the Board to preside at all meetings of the Board and to perform other duties prescribed by the Board. The Chairman of the Board shall be elected via ballot from among the Directors at the first meeting of the Board, and at each annual meeting of the Board thereafter, by a plurality of the votes cast.
The Board may remove the then-current Chairman of the Board, with or without cause, upon Majority Vote of the Board. A Director’s removal as the Chairman of the Board does not act as a removal of the Director from the Board without further action as provided for under these Bylaws. In the event that the Chairman of the Board dies, resigns, is removed or otherwise disqualified, the Board shall elect a new Chairman of the Board at its next meeting.

SECTION 5: MEETINGS AND ACTION OF BOARD

SECTION 5.1 PLACE OF MEETINGS

Board meetings shall be held at such places and times as may be agreed to by the Board. Meetings may be held in person or by means of conference telephone or similar communications equipment by which all Directors participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 5.2 ANNUAL MEETINGS

Annual meetings of the Board shall be called by the Board and held as soon as practical following the annual meeting of the Participants.

SECTION 5.3 SPECIAL MEETINGS

Special meetings of the Board may be called by any one-third (1/3) of the then-current Board upon written demand to the Secretary of the Corporation, or, if different, by the Persons specifically authorized under the laws of the State of Oregon to call special meetings of the Board.

SECTION 5.4 NOTICE OF MEETINGS

Unless otherwise provided by the Articles, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board:

(a) **Annual Meetings.** The Secretary of the Corporation shall give at least thirty (30) days prior notice to each Director.

(b) **Special Meetings.** The Secretary of the Corporation shall give at least fourteen (14) days prior notice to each Director.

(c) **Waiver.** Whenever any notice of a meeting is required to be given to any Director under provisions of the Articles, these Bylaws, or provisions of law, a waiver of notice in writing signed by the Director, whether before or after the time of the meeting, or a Director’s participation in the meeting, either personally, by an Alternate, or by other means of communication, shall be sufficient to waive the notice requirement contained herein; provided, however, that a Director’s attendance solely for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened shall not serve to waive any notice requirement contained herein.

(d) **Means.** The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation. If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by facsimile.
SECTION 5.5 QUORUM FOR MEETINGS

A quorum of the Board shall consist of at least fifty percent (50%) of the total current number of Directors. In the absence of a continued quorum at any meeting of the Board already in progress, a majority of the Directors present may decide to adjourn the meeting.

SECTION 5.6 BOARD ACTION AND VOTING

(a) Unless the Articles, specific provisions of these Bylaws, or provisions of law require a greater or lesser voting percentage or different rules for approval of a matter by the Board, every act or decision done or made upon a Majority Vote shall constitute an official act of the Board.

(b) The following actions shall require a Super-Majority Vote, and the unanimous vote of all Founding Promoters:

1. Changes to the Articles, these Bylaws, or the other organizational documents of the Corporation which, in effect, change the structure of the Corporation as a non-profit corporation with no members, change the size, structure or voting rights or requirements of the Board, change the voting rights of any Participants, remove any of the Founding Promoters, or have an adverse effect on the rights or obligations of the Founding Promoters or the Founding Promoter Directors.

2. Changes to the Intellectual Property Rights Policy or Antitrust Guidelines.

3. Any merger or consolidation of the Corporation with or into, or the transfer of all or substantially all of the Corporation’s assets to, any Person.

4. Changes to the structure or types of Registry Data which add more than 2 new base metadata fields (measured cumulatively since the formation of the Corporation) beyond the base metadata described in the matrix attached as Exhibit F, provided that:

   (i) the scope of the Registry metadata shall be limited to what is required for uniqueness and elimination of duplicate records, and the Registry’s scope shall not be expanded to include extended metadata typically provided by metadata vendors commercially;

   (ii) the Registry will only contain factual information and will not contain data elements that constitute creative matter, such as synopsis, cover art, reviews, genres, etc., and that this requirement will apply to all types of media covered by the Registry; and

   (iii) in addition to such two new fields but subject to clauses (i) and (ii) above, there may be added under the provisions of Section 5.6(a), above, the following types of practical fields for administrative, supply chain, or production efficiency:

      A. the inclusion in the Registry of new alternate IDs or handle references to external sources for non-Registry metadata;

      B. the addition of new media types or relationships to cover unique identification of video advertising assets or in-development components of media assets that may benefit from identification during production or post-production phases prior to final external distribution;
C. in-development fields useful for production/post-production that never become generally available;

D. fields targeted at identifying components and assembly of external products in a manner similar to the current identification approach for end products,

E. fields for identifying the intended use of an asset, e.g., where and how it will be used in the supply/distribution chain,

F. fields associated with improving the grouping of and searching of related IDs such as internal database indices, or

G. the addition of new technical metadata for identifying technical embodiments of assets for commercial distribution, i.e., technical language for identifying formats, encodings, device requirements, software platform requirements that are not adequately covered by the original base metadata.

5. Changes to Section 1.23(d), above.

6. Any other change to the structure or types of Registry Data that causes or enables the Registry or Registry Data to not be compliant with Section 5.6(b)4.(i) or (ii).

(c) The following actions shall require a Super-Majority Vote:

1. Except as provided in Section 5.6(b)5, above, changes to the Minimum Terms of Use for Registrants or Users that are as set forth in Section 1.23, above.

2. The addition of Registry coverage for stand-alone music assets (other than audio tracks of video assets).

3. Increases in Registry fees that are projected to produce total annual revenues for the Corporation exceeding (i) one hundred twenty-five percent (125%) of projected annual operating costs plus (ii) repayment of start-up costs loaned to the Corporation by the initial Founding Promoters.

4. Any borrowing of money by the Corporation or granting of a lien on any of its funds or assets.

5. Changes to the Articles, these Bylaws or the other organizational documents of the Corporation other than those subject to Section 5.6(b).

SECTION 5.7 CONDUCT OF MEETINGS

(a) Meetings of the Board shall be presided over by the Chairman of the Board, or in his or her absence, by an acting chairperson chosen by a majority of the Directors present at that meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the Chairman of the Board or acting chairperson shall appoint another natural person to act as secretary of the Meeting.

(b) Both a Director and the Alternate appointed to serve in the case of such Director’s absence may attend meetings of the Board provided that when both are in attendance the Alternate
participates in a nonvoting capacity. When a Director is absent, his or her Alternate may attend a Board meeting and vote in place of said absent Director.

(c) Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles, these Bylaws, or provisions of law. Where practical, Robert’s Rules of Order shall be used as a guide in the conduct of meetings.

(d) Directors may participate in any Board meeting by means of conference telephone or similar communications equipment by which all Directors participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 5.8 BOARD ACTION WITHOUT A MEETING

Any action that the Board is required or permitted to take may be taken without a meeting if all Directors unanimously consent in writing to that action. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

SECTION 6: NONLIABILITY AND INDEMNIFICATION OF BOARD

SECTION 6.1 NONLIABILITY OF DIRECTORS

To the maximum extent permissible under Oregon and Federal law, Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 6.2 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS

(a) The Corporation shall indemnify an individual who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit, or proceeding by or in the right of the Corporation), because the individual is or was a Director of the Corporation against liability incurred in the action, suit, or proceeding to the fullest extent permitted by the Act.

(b) The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the Corporation), in advance of final disposition of the action, suit, or proceeding to the fullest extent permitted by the Act.

(c) No amendment to this Section 6.2 that limits the obligation of the Corporation to indemnify, or advance expenses to, any Person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the Person.

(d) This Section 6.2 shall not be deemed exclusive of any other rights in respect of indemnification or advancement of expenses to which Directors, officers, employees, or agents may be entitled under the Articles, these Bylaws or any applicable law, agreement, general or specific action of the Board, or otherwise, both as to action in any official capacity and action in any other capacity while serving as a Director, holding office or while an employee or agent of the Corporation, including any such rights arising under any insurance purchased by or for the benefit of any such Person.

(e) The Corporation hereby agrees that (i) it is the indemnitor of first resort (i.e., its obligations under this Section 6.2 are primary and any obligation of any other party (an “Other
Indemnitor”) to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any Person entitled to indemnification hereunder are secondary; (ii) it shall be required to advance the full amount of expenses incurred by any Person entitled to indemnification hereunder and shall be liable in full for all indemnifiable amounts to the extent legally permitted, without regard to any rights any such Person may have against any Other Indemnitor; (iii) it irrevocably waives, relinquishes and releases all Other Indemnitors from any and all claims against such Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof; (iv) no advancement or payment by any Other Indemnitor on behalf of any Person entitled to indemnification hereunder with respect to any claim for which such Person has sought indemnification from the Corporation shall affect the foregoing, and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Person against the Corporation; and (v) the Other Indemnitors are express third party beneficiaries of the terms hereof.

(f) This Section 6.2 shall continue as to a Person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

SECTION 6.3 INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Director, officer, employee, or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent’s status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles, these Bylaws, or provisions of law.

SECTION 7: OFFICERS

SECTION 7.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall include a President, Secretary and Treasurer, and may also include such other officers with such titles as may be determined from time to time by the Board.

SECTION 7.2 ELECTION AND TERM OF OFFICE

The officers of the Corporation shall be elected at each annual meeting of the Board via ballot from among the candidates nominated by the Directors. The officers must be elected by a Majority Vote for each position. Each officer shall hold office until he or she dies, resigns, is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 7.3 REMOVAL AND RESIGNATION

The Board may remove any officer from his or her elected office, either with or without cause, at any time upon a Majority Vote of the Directors. Any officer may resign at any time by giving written notice to the Board or to the Secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 7.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board relating to the employment of any officer of the Corporation.

SECTION 7.4 VACANCIES

Any vacancy caused by the death, resignation, removal, or other disqualification of any officer shall be filled by the Board. In the event of a vacancy in any office other than that of President, such
vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy.

SECTION 7.5 DUTIES OF PRESIDENT

The President shall be the chief executive officer of the Corporation and, if a Director, may also be the Chairman of the Board. The President, acting in the capacity of the President, shall, subject to the control of the Board, supervise and control the affairs of the Corporation and the activities of the officers. The President shall perform all duties incident to the office of President and such other duties as may be required by law, the Articles, these Bylaws, or as may be prescribed by the Board, including presiding as chairperson at all meetings of the Participants.

Except as otherwise expressly provided by law, the Articles, these Bylaws, or by resolution of the Board, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board.

SECTION 7.6 DUTIES OF SECRETARY

The Secretary shall:

(a) certify and keep at the principal office of the Corporation the original, or a copy, of the Articles and these Bylaws, each as amended or otherwise altered to date;

(b) be responsible for creating and maintaining a book of minutes of all meetings of the Directors, all meetings of the Participants, and, if applicable, meetings of committees of the Board or Work Groups, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots;

(c) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and advise the Participants in writing of all results of any appointment or election of Directors;

(d) be custodian of the records and of the seal of the Corporation, if any, and affix any such seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation;

(e) keep at the principal office of the Corporation a participation book containing the name and address of each Participant, and, in the case where any participation has been terminated, record such fact in the participation book together with the date on which such participation ceased;

(f) exhibit at all reasonable times to any Participant of the Corporation, or to the Participant’s agent or attorney, on request therefor, these Bylaws, the participation book, and the minutes of the proceedings of the Participants of the Corporation; and

(g) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles, these Bylaws, or as may be prescribed by the Board.

SECTION 7.7 DUTIES OF TREASURER

The Treasurer shall:
(a) have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board;

(b) receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever;

(c) disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board, taking proper vouchers for such disbursements;

(d) keep and maintain adequate and correct accounts of the Corporation’s properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

(e) exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, or the agent or attorney of the Promoter responsible for his or her appointment or nomination to the Board, on request therefor;

(f) render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation;

(g) prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and

(h) in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles, or these Bylaws, or as may be prescribed by the Board.

SECTION 7.8 COMPENSATION

The salaries and other forms of compensation of the officers of the Corporation, if any, shall be fixed from time to time by the Board or by any one or more committees appointed by a resolution passed by the Board with power to fix such salaries or such compensation.

SECTION 8: WORK GROUPS

SECTION 8.1 WORK GROUPS

(a) Establishment. The Corporation shall have such work groups, comprised of representatives of the Participants (which may or may not be Directors), as may from time to time be established by the Board (each, a “Work Group”).

(b) Technical Work Group. The Corporation shall have a standing Technical Work Group, whose charter shall be to oversee the Specifications, including but not limited to the addition of metadata fields, deletion of metadata fields, changes in the format of metadata fields, changes in the validation rules for metadata fields and changes in the usage of metadata fields. Notwithstanding any provision of these Bylaws to the contrary, each Promoter shall be entitled to appoint only one voting representative to the Technical Work Group at any one time. All proposed changes to the Specifications shall be submitted first to the Technical Work Group for discussion and approval. If (and only if) a majority of the voting representatives to the Technical Work Group approve of any proposed change to the Specifications, the Technical Work Group shall submit and recommend such change to the Board for its approval or disapproval, and no such proposed change to the Specifications shall be effective unless and until approved by the Board by Majority Vote or Super-Majority Vote (including any requisite vote of the Founding Promoters), as applicable based upon the level of approval required under Section 5.6, above.
SECTION 8.2  MEETINGS AND ACTIONS OF WORK GROUPS

(a)  Formation. Any Promoter may propose to the Board the establishment of one or more Work Groups to carry out the work of the Corporation. Such proposal shall include the proposed charter of such Work Group and the Participants that initially desire to participate in such Work Group. The Board shall: (1) approve or disapprove the formation of each such Work Group; (2) approve or disapprove the charter of each such Work Group; and (3) appoint the initial and any replacement chairperson of each such Work Group from among the Promoters desiring to participate therein. The chairperson of each Work Group shall serve for a term of one year after which time the Board must either replace or reappoint the chairperson.

(b)  Composition. Subject to the approval of the Board, any Participant may propose candidates for membership in a Work Group, provided that only representatives of Promoters may participate in Work Groups in a voting capacity. The Board may, from time to time, develop and adopt objective minimum standards for membership in Work Groups as part of its General Work Group Procedures or Specific Work Group Procedures, provided that any Participant that desires to participate in a Work Group shall not unreasonably be denied the right to do so.

(c)  Record of Activities. Each Work Group shall elect a secretary or other natural person to document and record accurately and completely the Work Group’s activities.

(d)  Procedures. Meetings and actions of Work Groups shall be governed by, noticed, and held in accordance with written work group procedures adopted by the Board and applicable to all of the Corporation’s Work Groups (“General Work Group Procedures”). In addition, each Work Group may, through its chairperson, propose specific procedures to govern that Work Group and such specific procedures shall be subject to ratification by the Board (“Specific Work Group Procedures”). Specific Work Group Procedures not otherwise incorporated into the General Work Group Procedures shall apply only to the Work Group proposing such procedures.

(e)  Meetings. Each Work Group shall hold regular meetings on a schedule as determined by such Work Group. The noticing of meetings of the Work Group and the governance thereof shall be subject to the General Work Group Procedures and any applicable Specific Work Group Procedures. Where practical, Robert’s Rules of Order shall be used as a guide in the conduct of meetings.

(f)  Limitation on Authority of the Work Groups. The Board may, by resolution and to the extent permitted by law, delegate to any Work Group such lawful powers, not inconsistent with the powers delegated to the Board, as the Board shall determine, provided that no action taken or purport to be taken by a Work Group designated by the Board shall constitute an act of, or bind, the Corporation, except as and to the extent approved by the requisite vote of the Board.

SECTION 9: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 9.1  EXECUTION OF INSTRUMENTS

Except as may be otherwise provided in these Bylaws, the Board may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.
SECTION 9.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Ten Thousand Dollars ($10,000) may be signed by an officer of the Corporation. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Ten Thousand Dollars ($10,000) but not greater than Twenty-Five Thousand Dollars ($25,000) shall require the signatures of two officers of the Corporation. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Twenty-Five Thousand Dollars ($25,000) shall require the signatures of two officers of the Corporation and a special resolution of the Board.

SECTION 9.3 DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select. The Corporation shall not commingle any of the Corporation’s funds or assets with those of any other Person, and shall hold all of the Corporation’s funds and assets in its own name.

SECTION 10: CORPORATE RECORDS AND REPORTS

SECTION 10.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

(a) the books of minutes of all meetings of the Board, any committees of the Board, any Work Groups, and the Participants;

(b) adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

(c) a participation roll of current and former Participants; and

(d) a copy of the Corporation’s Articles and these Bylaws, each as amended to date.

SECTION 10.2 INSPECTION RIGHTS

Subject to the confidentiality and nondisclosure requirements of Section 16, all Participants shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records, and properties of this Corporation as may be required under the Articles, these Bylaws, and provisions of law.

SECTION 10.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Section 10 may be made in person or by agent or attorney of such Participant, and the right to inspection shall include the right to copy and make extracts.

SECTION 10.4 PERIODIC REPORTS

The Board shall cause to be prepared and delivered to the Participants the following:

(a) within 90 days after the end of its fiscal year, (1) a copy of the Corporation’s financial
statements for such fiscal year, including (A) a balance sheet of the Corporation as of the last day of such fiscal year, and (B) a statement of income or loss and a statement of cash flows for the Corporation for such fiscal year; and (2) a copy of the current participation roll of the Corporation as described in Section 13.6:

(b) a copy of the annual budget adopted by the Board for each fiscal year as soon as it is available, and in any event no later than the end of the preceding fiscal year; and

(c) any other annual or periodic report required under the laws of the State of Oregon to be prepared and delivered to an office of the State of Oregon or to the Participants within the time limits set by law.

SECTION 11: IRC 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 11.1 LIMITATION ON ACTIVITIES

Notwithstanding any other provisions of the Articles, these Bylaws or the Corporation’s other organizational documents, the Corporation may not engage in any activity or exercise any power, whether express or implied, that would cause the Corporation to cease to qualify as an exempt organization under Section 501(c)(6) of the Code or as an exempt organization under the Oregon Excise Tax Law.

SECTION 11.2 PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Participants, Directors, officers, or other private Persons, except that the Corporation shall be authorized and empowered (a) to pay reasonable compensation for services rendered, (b) to make payments and distributions in furtherance of the purposes of the Corporation, and (c) to repay any loans to the Corporation made by Participants.

SECTION 11.3 DISTRIBUTION OF ASSETS

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board shall, after paying or making provisions for the payment of all of the liabilities of the Corporation (including any loans to the Corporation made by Participants), transfer all of the property and assets of the Corporation to one or more Qualified Organizations as the Board shall reasonably determine. For purposes of this Section 11.3 as well as Section 13.8, below, “Qualified Organization” shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational, or other purposes meeting the requirements for exemption provided by Oregon Revised Statute Section 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

SECTION 12: CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the Articles, the provisions of the Articles shall govern. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding. The terms of all exhibits, schedules and other attachments hereto are hereby incorporated by this reference.
SECTION 13: PARTICIPATION PROVISIONS

SECTION 13.1 DETERMINATION AND GENERAL RIGHTS OF PARTICIPANTS

The Corporation shall have three (3) classes of participation: Founding Promoters, Industry Promoters and Contributors. Except as expressly provided in or authorized by the Articles, these Bylaws, or provisions of law, all Participants shall have the rights, privileges, restrictions, and conditions established by resolution of the Board. In no event shall Participants or their Affiliates be required to become a Registrant or a User by virtue of their participation in the Corporation.

SECTION 13.2 QUALIFICATIONS FOR PARTICIPATION

Participation in the Corporation is available to any for-profit corporation, nonprofit corporation, or other Entity conducting business in or supportive of the media industry and the Corporation’s purposes and not otherwise prohibited by treaty, law, or regulation from abiding by the terms of the Articles, these Bylaws, and its Participation Agreement, and who pays the then current annual dues applicable to its participation classification. In no event shall any single Participant hold more than one participation interest in the Corporation or any two Entities that are Affiliates of one another both be admitted as Participants, and among a Participant and its Affiliates there shall be but one vote on any and all matters (subject to the cumulative voting provisions with respect to the election of Industry Promoter Directors by the Promoters).

SECTION 13.3 ADMISSION TO PARTICIPATION

Applicants qualified under Section 13.2 above shall be admitted to participation upon the Corporation and the applicant executing a Participation Agreement, the applicant paying the dues and other fees specified therein for the applicable participation classification and, in the case of the admission of Promoters, the requisite vote of the Board pursuant to Section 15.1 or 15.2.

SECTION 13.4 FEES AND DUES

The annual dues payable to the Corporation by each class of Participants shall be established, and may be changed from time to time, by resolution of the Board. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall be due and payable by each Participant as specified in its Participation Agreement. If any Participant is delinquent in the payment of dues or other fees owed to the Corporation, such Participant’s rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues and other fees are paid and such Participant may be terminated by the Board in accordance with Section 13.9.

SECTION 13.5 NUMBER OF PARTICIPANTS

Subject at all times to Section 13.2, there is no limit on the number of Participants of the Corporation.

SECTION 13.6 PARTICIPANTS ROLL

The Corporation shall keep a participation roll containing the name and address for notices of each Participant, the date upon which each Participant joined the Corporation, and the name of one individual from each Participant who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute such information within his or her organization, and vote on all issues submitted to a vote of the Participants. Termination of the participation of any Participant shall also be recorded in the roll, together with the date of termination of such participation. Each Participant authorizes the disclosure of its participation on the Corporation’s web site; provided, however, that participation lists will not be sold or otherwise be made available to third parties.
SECTION 13.7 NONLIABILITY OF PARTICIPANTS

No Participant, solely by virtue of its participation in the Corporation, shall be individually liable for the debts, liabilities, or obligations of the Corporation.

SECTION 13.8 TRANSFERABILITY OF PARTICIPATION INTERESTS

(a) No Participant may, directly or indirectly, sell, assign, transfer, pledge, hypothecate, or otherwise dispose of ("Transfer") all or any part of its participation interest in the Corporation to any Person without the written consent of the Board, and any such Transfer shall be null and void, other than a Transfer of all (and not less than all) of its participation interest (1) to an Affiliate, (2) to a successor-in-interest in connection with a merger or consolidation of, or a sale of all or substantially all of its assets by, such Participant, or (3) in the case of MovieLabs and CableLabs, which are themselves nonprofit, mutual benefit corporations whose membership consists of motion picture studios (in the case of MovieLabs) and cable television operators (in the case of CableLabs), to (a) a Qualified Organization affiliated with the motion picture studios or cable television operators respectively, or (b) one (1) of its members; provided, however, that in the event that any such Transfer described in clause (2) or (3) would result in a single Participant holding two participation interests or two Participants becoming Affiliates of one another, one of such participation interests shall be terminated automatically without any further action by the Corporation or any such Participant, effective upon the consummation of such Transfer.

(b) A Participant shall give notice to the Corporation at least ten (10) days prior to any Transfer of its participation interest as permitted under this Section 13.8 (unless prior notice is prohibited by applicable law or contract, in which case such Participant shall give notice not later than two (2) days after such Transfer); provided, however, that the failure to give such a notice shall not affect or invalidate the Transfer of such participation interest. If any such Transfer would result in a single Participant holding two participation interests of different classes or two Participants holding participation interests of different classes becoming Affiliates of one another, such notice shall specify which participation interest is being terminated pursuant to this Section 13.8 (with the presumption, if no such notice is given, being that the lower class of participation interest will be terminated).

(c) Any permitted transferee of a participation interest in the Corporation shall, by written instrument in form and substance reasonably satisfactory to the Board: (1) represent and warrant that it meets the requirements of Section 13.2; and (2) agree to assume and be bound by the transferring Participant’s Participation Agreement and all obligations of the transferring Participant with respect to the transferred participation interest. Subject to the foregoing, a permitted transferee shall succeed to all of the transferring Participant’s rights in respect of the transferred participation interest, including any such rights accruing as a result of its status as a Founding Promoter or Industry Promoter, without requiring the consent or approval of the Board.

(d) Except in connection with a Transfer of a participation interest under this Section 13.8, no Participation Agreement may be assigned to any other Person, and any purported assignment shall be null and void.

SECTION 13.9 TERMINATION OF PARTICIPATION

The participation of a Participant shall terminate upon the occurrence of any of the following events:

(a) Upon a failure to initiate or renew participation by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is delivered to a Participant; provided that such Participant may avoid such termination by paying the amount of delinquent dues prior to the effective date of such termination.
(b) Upon written notice from a Participant to the Board.

(c) When the Board determines, after affording a Participant in question the right to be heard on the issue, that such Participant has materially breached the obligations contained in its Participation Agreement, such termination to be effective thirty (30) days after a written notification thereof is delivered to such Participant; provided that such Participant may avoid such termination by curing such breach (if capable of cure) prior to the effective date of such termination; provided, further, that during such cure period all rights of the Participant shall be suspended.

(d) Upon a Participant’s dissolution.

(e) With respect to one of its participation interests, upon a Transfer pursuant to clause (2) or (3) of Section 13.8(a) that would result in a single Participant holding two participation interests or two Participants becoming Affiliates of one another, as provided in Section 13.8.

All rights of a Participant in the Corporation shall cease on termination of participation as herein provided. A Participant terminated from the Corporation shall not receive any refund of dues already paid for the then-current dues period.

SECTION 14: MEETINGS OF PARTICIPANTS AND SUBSETS THEREOF

SECTION 14.1 PLACE OF MEETINGS

Meetings of the Participants shall be designated from time to time by resolution of the Board, which resolution shall specify the meeting place and time. Participants may participate in a meeting of the Participants by means of conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 14.2 ANNUAL, REGULAR AND SPECIAL MEETINGS

The annual meetings of Participants, including Promoters only break-out sessions, shall be held for the purpose of conducting such business as may come before the meeting. Each of the annual meetings of Participants, and subsets thereof, shall be deemed a regular meeting. Other regular meetings shall be held on dates and at times determined by the Board. Special meetings of the Participants for any purpose may be called by the Board or by written request of two-thirds (2/3) of the Participants. Special meetings of the Promoters for any purpose may be called by the Board or by written request of two-thirds (2/3) of the Promoters.

SECTION 14.3 NOTICE OF MEETINGS AND WAIVER

(a) Notice. Unless otherwise provided by the Articles, these Bylaws, or provisions of law, (1) notice stating the place, day and hour of regular meetings shall be provided not less than thirty (30) days in advance thereof, and (2) notice stating the place, day, hour and purpose or purposes of special meetings shall be provided not less than fourteen (14) days in advance thereof.

(b) Manner. The primary means for the provision of notice shall be via electronic mail to the Participant at the electronic mail address as it appears on the records of the Corporation. If notification is provided by mail (including the U.S. Postal Service and express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Participant at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by facsimile.
Waiver. Whenever any notice of a meeting is required to be given to any Participant under provisions of the Articles, these Bylaws, or provisions of law, a waiver of notice in writing signed by the Participant, whether before or after the time of the meeting, or a Participant’s participation in the meeting, either personally or by other means of communication, shall be sufficient to waive the notice requirement contained herein; provided, however, that a Participant's attendance solely for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened shall not serve to waive any notice requirement contained herein.

SECTION 14.4 QUORUM FOR MEETINGS OF PARTICIPANTS

Those Participants present at a properly noticed meeting of the Participants, or any subset of the Participants, shall constitute a quorum.

SECTION 14.5 PARTICIPANT ACTION

Every act or decision done or made by a majority of Participants present at a properly noticed meeting of Participants, or any subset thereof, is the act of the Participants or that particular subset. With the exception of the election of Industry Promoter Directors by the Promoters, Participant action shall be advisory in nature only and shall not be binding upon the Board or the Corporation.

SECTION 14.6 PARTICIPANT ACTION AT MEETINGS

With the exception of the election of Industry Promoter Directors by the Promoters, each Participant shall have one (1) vote on each matter submitted to a vote of the Participants. The Participant’s designated employee shall do all voting personally (including, in the case of the election of Industry Promoter Directors, via electronic ballot) and not by proxy. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by conference telephone or similar communications equipment, unless otherwise required by law. Results of all ballots shall duly be distributed to all Participants by the Secretary within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation’s minutes.

SECTION 14.7 CONDUCT AND ORGANIZATION OF MEETINGS

Meetings of Participants, and subsets thereof, shall be presided over by the President of the Corporation or, in the President’s absence, by a chairperson designated by the Board, or in the absence of a timely designation by the Board, by a person elected by the Participants present. The Secretary of the Corporation shall act as Secretary of all meetings of Participants provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board insofar as such rules are not inconsistent with or in conflict with the Articles, these Bylaws, or with provisions of law. Where practical, Robert’s Rules of Order shall be used as a guide in the conduct of meetings.

SECTION 15: PARTICIPANT CLASSIFICATIONS

SECTION 15.1 FOUNDING PROMOTERS

The initial Founding Promoters shall be MovieLabs, CableLabs, Rovi Corporation, and Comcast Corporation. Additional Founding Promoters may be invited to join the Corporation only by affirmative vote of at least two-thirds (2/3) of the Board and unanimous vote of all current Founding Promoters. Notwithstanding the foregoing, no initial or additional Founding Promoter shall become a Founding Promoter until such time as it has executed a Participation Agreement and paid the applicable dues. All
Founding Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Participants. In addition, Founding Promoters shall have:

(a) the right to appoint a Founding Promoter Director and an Alternate for such Founding Promoter Director;

(b) the right to vote in the election of Industry Promoter Directors;

(c) the right to be listed (with a hyperlink to the Founding Promoter’s web site) as a Founding Promoter on the Corporation’s web site;

(d) subject to appointment by the Board, the right to chair Work Groups; and

(e) subject to the General Work Group Procedures and any Specific Work Group Procedures that govern the actions of Work Groups, the right to participate in and vote on the activities of the Work Groups.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Founding Promoters may be entitled.

SECTION 15.2  INDUSTRY PROMOTERS

Industry Promoters may be invited to join the Corporation only by affirmative vote of at least two-thirds (2/3) of the Board. Such invitations shall be determined by the Board based on fair and objective criteria and may generally include a requirement that a prospective Industry Promoter be representative of certain business types who may be impacted by or make use of the Registry. All Industry Promoters must execute a Participation Agreement and pay the applicable dues associated with such participation level. Once accepted, all Industry Promoters shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Participants. In addition, Industry Promoters shall have:

(a) the right to nominate one of their employees for election as an Industry Promoter Director at each election of Industry Promoter Directors pursuant to Section 4.4;

(b) the right to vote in the election of Industry Promoter Directors;

(c) the right to be listed (with a hyperlink to the Industry Promoter’s web site) as an Industry Promoter on the Corporation’s web site;

(d) subject to appointment by the Board, the right to chair Work Groups; and

(e) subject to the General Work Group Procedures and Specific Work Group Procedures that govern the actions of Work Groups, the right to participate in and vote on the activities of the Work Groups.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Industry Promoters may be entitled.

SECTION 15.3  CONTRIBUTORS

The Contributor participation class shall be open to all Registrants, Users and other for-profit corporations, nonprofit corporations and other Entities qualified for participation pursuant to Section 13.2, without requirement for any approval by the Board. All Contributors must execute a Participation Agreement and pay the applicable dues associated with such participation level. Once accepted, all
Contributors shall be entitled to all rights and bound to the obligations generally afforded and imposed upon all Participants. In addition, Contributors shall have:

(a) the right to be listed (with a hyperlink to the Contributor’s web site) as a Contributor on the Corporation’s web site; and

(b) subject to the General Work Group Procedures and Specific Work Group Procedures that govern the actions of Work Groups, the right to participate in, but not vote on, the activities of the Work Groups.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Contributors may be entitled.

SECTION 15.4 ALL PARTICIPANTS

In addition to all other rights and obligations generally afforded and imposed upon Participants in the Articles, these Bylaws, the Participation Agreements, the other organizational documents of the Corporation and applicable law, all Participants shall have:

(a) the right to access Participant-only content on the Corporation’s web site; and

(b) the right to actively participate in the Corporation’s marketing and promotional activities.

In addition to the foregoing, the Board may from time to time approve other benefits to which all Participants may be entitled.

SECTION 16: CONFIDENTIALITY

SECTION 16.1 CONFIDENTIAL INFORMATION

The Participants intend to engage in discussions regarding the development of Specifications, governance matters, and marketing activities of the Corporation. During the course of these discussions the Participants may choose to exchange confidential and proprietary business and technical information relating to themselves or the Corporation in furtherance of the purposes of the Corporation, or the Corporation may disclose confidential and proprietary business and technical information relating to itself to the Participants. The Participants wish to protect the confidential and proprietary nature of all such information. Notwithstanding the foregoing, each Participant shall use commercially reasonable efforts to limit the disclosure of its own confidential and proprietary information to the other Participants to such information as is reasonably necessary to be disclosed in connection with the activities contemplated by the Corporation; furthermore, Participants shall not disclose trade secrets among themselves unless they first agree upon and execute a separate confidentiality agreement agreeable to the disclosing party and any recipients of the same.

All information disclosed that is clearly marked “confidential” or with some other proprietary notice of the discloser, or that is orally identified as confidential or proprietary, or, based upon its content, would reasonably be expected to be confidential or proprietary, shall be deemed “Confidential Information.” Without limiting the foregoing, all information disclosed by the Corporation pursuant to Section 10.4 shall constitute Confidential Information, although the Corporation expects to disclose general financial information publicly as determined by the Board.

SECTION 16.2 OBLIGATION OF CONFIDENTIALITY

The Corporation and each Participant will maintain Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose, nor copy
such Confidential Information, except as necessary for its Affiliates, directors, officers, employees, contractors, agents, and/or attorneys with a need to know for the purpose of participation in the Corporation (“Representatives”).

Notwithstanding the foregoing, no obligation of confidentiality shall apply to information that is:

(a) in the public domain other than by the receiving party’s breach of this Section 16;

(b) received from a third party without any obligation of confidentiality;

(c) known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;

(d) independently developed by the receiving party without reference to the Confidential Information;

(e) disclosed as required by law or judicial or governmental proceeding, subject to compliance with Section 16.3; or

(f) the subject of a written authorization to disclose by the disclosing party.

Nothing contained in these Bylaws will preclude any party from proffering or entering into nondisclosure agreements with other parties for any reason, provided that as to information disclosed to any party solely through its participation in the Corporation’s activities, the provisions of these Bylaws shall in all respects control.

SECTION 16.3 DISCLOSURES COMPELLED BY LAW OR JUDICIAL PROCEEDING

Notwithstanding Section 16.2, in the event that a Participant or the Corporation or any Representative to whom either has disclosed Confidential Information pursuant to this Section 16 is required to disclose any portion of such Confidential Information by operation of law or in connection with a judicial or governmental proceeding or arbitration (whether by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or similar process) or to establish its rights under the Articles, these Bylaws, its Participation Agreement or the Corporation’s other organizational documents, such disclosure will be permissible, provided that such Participant or the Corporation shall, to the extent legally permissible, first notify the disclosing Participant or the Corporation, as applicable, in advance of such disclosure so as to permit such Participant or the Corporation to request confidential treatment or a protective order prior to such disclosure.

SECTION 16.4 NO OBLIGATION OF DISCLOSURE – TERMINATION

The Participants have no obligation to disclose Confidential Information to the other Participants or the Corporation. Any Participant may, at any time: (a) cease giving Confidential Information to the other Participants without any liability; and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed hereunder, and all copies thereof, and the other parties will promptly comply with such request, and certify in writing its compliance.

SECTION 16.5 SURVIVAL

With respect to a Participant, the right to enforce this Section 16 with respect to its own Confidential Information and its obligations under this Section 16 with respect to the Confidential Information of other Participants and the Corporation shall survive the termination of its participation in the Corporation pursuant to Section 13.9 or any other reason for a period of three years from the date of such termination.
SECTION 17: MISCELLANEOUS

SECTION 17.1 GOVERNING LAW

These Bylaws (excluding the Intellectual Property Rights Policy, which shall be governed as provided therein) and the Participation Agreements shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.

SECTION 17.2 WAIVER OF WARRANTIES

ALL SPECIFICATIONS OF THE CORPORATION, ANY INTELLECTUAL PROPERTY OF THE CORPORATION THEREIN, AND ANY CONTRIBUTIONS TO SUCH SPECIFICATIONS MADE BY PARTICIPANTS ARE PROVIDED “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 17.3 LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF SECTION 16, IN NO EVENT SHALL THE CORPORATION BE LIABLE TO ITS PARTICIPANTS, ITS PARTICIPANTS BE LIABLE TO THE CORPORATION, OR ITS PARTICIPANTS BE LIABLE TO OTHER PARTICIPANTS, IN CONNECTION WITH THE CONTRACTUAL NATURE OF THESE BYLAWS, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY’S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. ANY AGREEMENT APPROVED BY THE BOARD FOR TECHNICAL SUPPORT TO NON-PARTICIPANTS WILL INCLUDE A LIMITATION OF LIABILITY SECTION AT LEAST AS PROTECTIVE OF THE CORPORATION AND ITS PARTICIPANTS AS THE PROVISION SET FORTH IN THESE BYLAWS.

SECTION 17.4 SURVIVAL

This Section 17 shall survive any termination of participation pursuant to Section 13.9 or any other reason.
EXHIBIT A

Articles of Incorporation

ARTICLES OF INCORPORATION
OF
ENTERTAINMENT ID REGISTRY ASSOCIATION

The undersigned individual 18 years of age or older, acting as incorporator under the Oregon Nonprofit Corporation Act, adopts the following Articles of Incorporation:

ARTICLE 1
Name

The name of the corporation is Entertainment ID Registry Association (the “Corporation”).

ARTICLE 2
Duration

The duration of the Corporation is perpetual.

ARTICLE 3
Type

The Corporation is a nonprofit, mutual benefit corporation, organized under the Oregon Nonprofit Corporation Act.

ARTICLE 4
No Members

The Corporation will not have members.

ARTICLE 5
Purpose and Powers

5.1 General Purpose. The Corporation is formed as a business league within the meaning of Section 501(c)(6) of the United States Internal Revenue Code of 1986, as amended (the “Code”), and the Oregon Excise Tax Law of 1929, as set forth and revised in Oregon Revised Statutes 317.080 (the “Oregon Excise Tax Law”), to support the common business interests of the media industry. All references to the Code contained in these Articles of Incorporation are deemed to include corresponding provisions of any future amendments thereto and any current or future United States Internal Revenue Law or Regulation. All references to the Oregon Excise Tax Law contained in these Articles of Incorporation are deemed to include corresponding provisions of any future amendments to the Oregon Revised Statutes.

5.2 Powers. The Corporation may exercise all the rights and powers conferred on nonprofit, mutual benefit corporations under the laws of the State of Oregon.

5.3 General Restrictions. Notwithstanding any provision in these Articles of Incorporation to the contrary, no part of the Corporation’s assets may be used in any manner, and the Corporation may not engage in any activity or exercise any power, whether express or implied, that would cause the Corporation to cease to qualify as an exempt organization under Section 501(c)(6) of the Code or as an exempt organization under the Oregon Excise Tax Law.
ARTICLE 6
Limitation of Liability

To the fullest extent not prohibited by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended, a director and/or officer of the Corporation shall not be liable to the Corporation for any monetary damages for conduct as a director and/or officer. Any amendment to or repeal of this Article 6 or amendment to the Oregon Nonprofit Corporation Act shall not adversely affect any right or protection of a director and/or officer of the Corporation for or with respect to any acts or omissions of such director and/or officer occurring prior to such amendment or repeal.

ARTICLE 7
Indemnification

7.1 Indemnification. The Corporation shall indemnify an individual who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit, or proceeding by or in the right of the Corporation), because the individual is or was a director of the Corporation against liability incurred in the action, suit, or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.

7.2 Advance for Expenses. The Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit, or proceeding by or in the right of the Corporation), in advance of final disposition of the action, suit or proceeding to the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended.

7.3 Effect of Amendment. No amendment to or repeal of this Article 7 or amendment to the Oregon Nonprofit Corporation Act that limits the obligation of the Corporation to indemnify, or advance expenses to, any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or repeal or the date notice of the amendment or repeal is given to the person.

7.4 Not Exclusive. This Article 7 shall not be deemed exclusive of any other rights in respect of indemnification or advancement of expenses to which directors, officers, employees, or agents may be entitled under the Corporation’s bylaws or any applicable law, agreement, general or specific action of the Corporation’s Board of Directors, or otherwise, both as to action in any official capacity and action in any other capacity while serving as a director, holding office or while an employee or agent of the Corporation, including any such rights arising under any insurance purchased by or for the benefit of any such person.

7.5 Primary Obligation. The Corporation hereby agrees that (a) it is the indemnitor of first resort (i.e., its obligations under this Article 7 are primary and any obligation of any other party (an “Other Indemnitor”) to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any person entitled to indemnification hereunder are secondary); (b) it shall be required to advance the full amount of expenses incurred by any person entitled to indemnification hereunder and shall be liable in full for all indemnifiable amounts to the extent legally permitted, without regard to any rights any such person may have against any Other Indemnitor; (c) it irrevocably waives, relinquishes and releases all Other Indemnitors from any and all claims against such Other Indemnitors for contribution, subrogation or any other recovery.
of any kind in respect thereof; (d) no advancement or payment by any Other Indemnitor on behalf of any person entitled to indemnification hereunder with respect to any claim for which such person has sought indemnification from the Corporation shall affect the foregoing, and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such person against the Corporation; and (e) the Other Indemnitors are express third party beneficiaries of the terms hereof.

7.6 Survival. This Article 7 shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE 8
Dedication and Dissolution

8.1 Distribution. In the event of the liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Corporation’s Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation (including any loans to the Corporation made by Participants (as such term is defined in the Corporation’s bylaws)), transfer all of the property and assets of the Corporation to one or more Qualified Organizations (as defined below) as the Board of Directors shall determine. For purposes of this Section 8.1, “Qualified Organization” means a corporation or other organization organized and operated exclusively for religious, charitable, educational, or other purposes meeting the requirements for exemption provided by the Oregon Excise Tax Law and who at the time (i) is exempt from federal income tax under section 501(a) of the Code by reason of being an organization described in section 501(c) of the Code, or (ii) qualifies as an organization to which contributions are deductible under Section 170(c)(1) of the Code.

8.2 Net Earnings. No part of the Corporation’s net earnings shall inure to the benefit of, or be distributable to, those who join the Corporation as Participants (as such term is defined in the Corporation’s bylaws), its directors, its officers, or any other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

ARTICLE 9
Registered Office and Registered Agent

The street address of the Corporation’s initial registered office and the name of its initial registered agent at that location is:

SW&W Legal Services, Inc.
Attn: Timothy Haslach
1211 SW Fifth Avenue, Suite 1800
Portland, OR 97204

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ARTICLE 10
Incorporator

The name and address of the incorporator is:

Timothy F. Haslach
Schwabe, Williamson & Wyatt, PC
1211 SW Fifth Avenue, Suites 1500-2000
Portland, OR 97204

ARTICLE 11
Mailing Address for Notices

Until the principal office of the Corporation has been designated by the Corporation in its annual report, notices may be mailed to the alternate corporate mailing address at:

SW&W Legal Services, Inc.
Attn: Timothy F. Haslach
1211 SW Fifth Avenue, Suite 1800
Portland, OR 97204

IN WITNESS WHEREOF, the undersigned original incorporator has executed these Articles of Incorporation on _____________, 2010.

Incorporator:

______________________________
Timothy F. Haslach

Person to contact about this filing: Timothy F. Haslach
Daytime phone number: (503) 796-3771
Antitrust Guidelines

ENTERTAINMENT ID REGISTRY ASSOCIATION
ANTITRUST GUIDELINES

Entertainment ID Registry Association, an Oregon nonprofit, mutual benefit corporation (the “Corporation”), intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (collectively, the “Antitrust Laws”). The Antitrust Laws are intended to preserve and promote free, fair, and open competition, consistent with the purpose and intended conduct of the Corporation. A violation of the Antitrust Laws can have serious consequences for the Corporation and for participating companies. Accordingly, the Corporation has adopted these Antitrust Guidelines ("Guidelines") for itself, its Participants, directors, officers, employees, and agents, and all Registrants, Users and other licensees, customers, and other persons dealing with the Corporation and/or attending any meetings of the Corporation or its Work Groups, as guidance in connection with participation in the Corporation’s activities. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Corporations Bylaws.

At all meetings of the Board of Directors, any committee thereof or any Work Group, a statement substantially similar to the following will be read at the beginning of the meeting:

This is a reminder that all Entertainment ID Registry activities are subject to strict compliance with Entertainment ID Registry Association’s Antitrust Guidelines. Each individual participant and attendee at this meeting is responsible for knowing the contents of the Antitrust Guidelines, and for complying with the Antitrust Guidelines. Copies of the Antitrust Guidelines are available at: [insert link]

1. The Corporation, its Board of Directors (including committees thereof) and its Work Groups and other activities shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors regarding their prices, terms or conditions of sale, distribution, respective business strategies, volume of production, product development or introduction plans, territories, customers, credit terms, or other terms that might be competitively-sensitive.

2. In connection with participation in the Corporation, there shall be no discussion, communication, agreement, sharing of information or other disclosure among Participants that are actual or potential competitors, regarding their current or projected prices or any elements of prices, including price differentials, discounts, allowances, pricing methods, profits, profit margins, cost data, or terms or conditions of sale or licensing of products or services, respective business strategies, production plans, capacities, market shares, sales territories, geographic or product markets, allocation of territories or customers, information on the timing, cost, or volume of research and development projects, production or sales, or information on bids,

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intentions to bid, procedures for responding to bid invitations, or specific contractual arrangements.

3. Each Participant is expected to exercise its independent business judgment in determining whether and upon what terms and conditions it will provide its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.

4. The Corporation and the Participants, in connection with their participation in the Corporation, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any materials, product, equipment, services, or other supplies from any supplier or vendor, or from dealing with any potential supplier or vendor of any product or service.

5. The Corporation and the Participants, in connection with their participation in the Corporation, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market; provided, however, that nothing in these Guidelines shall be deemed to preclude or limit the Corporation or any Participant from protecting or asserting its intellectual property rights.

6. No Participant shall be excluded from a Work Group for an anticompetitive reason.

7. To the extent that the Corporation develops, administers or approves guidelines, standards, specifications, test procedures, or certification programs, a Participant’s decision to adhere to or participate therein shall be voluntary on the part of the Participant, and shall in no way be compelled or coerced by the Corporation; provided, however, that this guideline shall not prevent the Corporation from adopting testing and certification programs, as well as logo and trademark usage requirements tied to adherence with the Corporation’s guidelines, standards, specifications, test procedures, or certifications programs.

8. Any guideline, specification, standard, test procedure, or certification program, which may be developed, administered, approved, or adopted by the Corporation shall be based upon appropriate technical, business, and consumer considerations, including input from all affected parties who are able to provide input, and shall not be based upon any effort or purpose to unreasonably reduce or eliminate competition in the sale, supply, and furnishing of products and services.

9. The Corporation may condition use of its trademarks, logos, and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such intellectual property, and otherwise to maintain and enforce a compliance certification program in accordance with agreed terms and conditions and in conformity with the Antitrust Laws. Such terms and conditions may include a requirement of adherence with the Corporation’s guidelines, standards, specifications, test procedures, or certifications programs. The Corporation also reserves the right to take appropriate action against any individual or entity
which engages in false or misleading advertising regarding the use of or compliance with the Corporation’s guidelines, standards, specifications, test procedures, or certification program.

10. In conducting any meeting of the Board of Directors, any committee thereof or any Work Group, the chairperson or secretary at the meeting shall prepare and follow a formal agenda, which shall be provided in advance of any meeting to all relevant Participants or other attendees of such meeting. Minutes of all such meetings shall be maintained, and shall accurately reflect the subjects discussed and any actions taken.

11. During the course of the activities of the Corporation, or at any event sponsored or co-sponsored by the Corporation, Participants should refrain from disclosing to any other Participant any information that is not reasonably related to the legitimate purposes of the Corporation.

12. The Corporation and each Participant, in connection with the activities of the Corporation, shall use their best efforts to comply with the Antitrust Laws.

13. The Corporation shall appoint and maintain an Antitrust Counsel to provide legal advice to the Corporation, and to take reasonable steps to actively supervise the Corporation’s compliance with the Antitrust Laws, including where appropriate attendance at meetings of the Board of Directors, any committee thereof or any Work Group. The Antitrust Counsel shall be: (i) a lawyer who is admitted to practice law in the District of Columbia or in one or more States of the United States, and who is not employed by and does not represent any Participant in matters related to the Corporation; or (ii) a law firm that employs a lawyer who is admitted to practice law in the District of Columbia or in one or more States of the United States, and that does not represent any Participant in matters related to the Corporation.

14. The Antitrust Counsel should provide annual training, as appropriate, to the Board of Directors and to any officers, employees and agents of the Corporation concerning an overview of the Antitrust Laws as they apply to the Corporation’s activities, behavior, and conduct.

15. The Antitrust Counsel should review and pre-approve, as appropriate: (i) the agenda of any meeting of the Board of Directors or any committee thereof; (ii) the final version of any press release or other document that the Corporation intends to distribute to the public; and (iii) where appropriate, any agreement that will legally bind the Corporation.

16. Before any event sponsored or co-sponsored by the Corporation, the Antitrust Counsel should, as appropriate, prepare a statement that provides context-appropriate guidance on compliance with the Antitrust Laws. At the event, the Corporation may make the statement in a manner pre-approved by the Antitrust Counsel.

17. Any Participant should report to the Antitrust Counsel or to the Board of Directors any actual or potential violation of these Guidelines or the Antitrust Laws by any Participant, without fear of retaliation of any kind.
18. The Corporation reserves the right to take any and all reasonable and appropriate
disciplinary actions against any Participant, including termination of its participation, who fails
to comply with these Guidelines or the Antitrust Laws in connection with their participation in
the Corporation.

19. These Guidelines shall be promulgated to all Participants and all Participants shall
abide by these Guidelines.

These Antitrust Guidelines were adopted by the
Board of the Directors of Entertainment ID
Registry Association on __________, 2010.

_________________, Secretary
EXHIBIT C

Intellectual Property Rights Policy

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 Claim" 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 HEREBIN 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 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 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 forgoing, 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.

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EXHIBIT D

Participation Agreement

Entertainment ID Registry Association
Participation Agreement

Participation Level

Industry Promoter
Contributor

By the signature of its authorized representative below, the undersigned ("Applicant" and, upon acceptance by the Corporation and payment of its initial fee, a "Participant") agrees to be bound by the terms of this Participation Agreement (the "Agreement"), as well as the terms and conditions stated in the Articles of Incorporation, Bylaws, Antitrust Guidelines and Intellectual Property Rights Policy (collectively, the "Organizational Documents") of Entertainment ID Registry Association, an Oregon nonprofit, mutual benefit corporation (the "Corporation"), as may apply to the participation level selected above. Copies of the Organizational Documents are available for review at the principal executive offices of the Corporation at the mailing address stated below or you may obtain copies thereof in electronic format from thaslach@schwabe.com. Applicant is encouraged to review the Organizational Documents prior to the execution of this Agreement.

This Agreement shall not be binding on the Corporation unless and until this Agreement is countersigned by an officer of the Corporation. An initial fee of $25,000.00 US* for Promoters or $5,000.00 US* for Contributors shall be due and payable by Applicant within thirty (30) days following acceptance of this Agreement by the Corporation. This Agreement may be rejected where Applicant has selected a participation level for which Applicant is not qualified as set forth in the Bylaws. By signing below, the individual executing this Agreement on behalf of Applicant represents that he or she has all requisite signing authority for and on behalf of Applicant.

The term of Participant’s participation in the Corporation 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 the Corporation. The Corporation will invoice the then-current renewal fee to Participant ninety (90) days prior to the expiration of the then-current term and Participant’s payment thereof shall constitute a renewal of its participation in the Corporation as a Participant. Failure to make a timely renewal payment may cause suspension and termination of Participant’s participation in the Corporation and all rights and benefits associated therewith.

Participant agrees that, once received by the Corporation, all fees shall be deemed earned in full and are nonrefundable for any reason, including termination of Participant’s participation in the Corporation. There is no duty to renew Participant’s participation and renewal may only be accomplished as set forth above.

---

Applicant’s Name:_________________________
Date:_________________________
Contact Name:_________________________
(Name/Title)
Company Address:_________________________
Telephone Number:_________________________
Fax Number:_________________________
(Include Country Code where appropriate)
Email Address:_________________________
Web Page URL:_________________________
Signature:_________________________
Name/Title:_________________________
Date:_________________________

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*Payments may be made by check payable to the order of “Entertainment ID Registry”
* With credit of up to the amount of Participant’s yearly fees for yearly payments by a Participant as User or Registrant (as defined in the Bylaws).
Please briefly describe the business of and/or services or products sold or provided by Applicant.

Acceptance:

This Participation Agreement is accepted as of this ___ day of _____________, 20__.

Entertainment ID Registry Association
an Oregon Nonprofit, Mutual Benefit Corporation

By: ________________________________
Name: ________________________________
Its: ________________________________

Mail payment along with this completed form to:

Entertainment ID Registry
c/o Alliances Management
1515 Cordilleras Road
Redwood City, CA 94062
Attn: Ted Archer
List of Initial Directors

Judson D. Cary – Cable Television Laboratories, Inc.
Mark Hess – Comcast Corporation
Kip Welch – Motion Picture Laboratories, Inc.
John Moakley – Rovi Corp.
### EXHIBIT F

#### Base Metadata

**Base Object Metadata**

<table>
<thead>
<tr>
<th>#</th>
<th>Field</th>
<th>Sub-Field or Derivative Fields</th>
<th>Content of Field</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Structural type</td>
<td></td>
<td>&quot;abstract&quot;</td>
<td>This set of 4 available types is pre-defined by DOI. ‘Abstract’ is for objects that have no reality, such as a series container or the most basic concept of the original work.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&quot;performance&quot;</td>
<td>‘performance’ is, with apologies, used for a particular edit or version of a work.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“digital”</td>
<td>‘digital’ is for particular encodings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&quot;physical&quot;</td>
<td>‘physical’ would be used if physical media such as film or discs were registered as such.</td>
</tr>
<tr>
<td>2</td>
<td>Mode</td>
<td></td>
<td>“visual”</td>
<td>‘audio’ is used for soundtracks and for alternate audio tracks that can exist as entities on their own (e.g. other languages, voice-over commentary, etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“audio visual”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“audio”</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Referent Type</td>
<td></td>
<td>&quot;series&quot;</td>
<td>DOI says &quot;typically describes the abstract nature of the content of a resource, irrespective of its structural type.&quot; Provide only one. This list is based on our reading of other specifications. It is intended to be cleanly and absolutely distinct from ‘genre’ since genres are cultural and contextual. This field will get automatically filled in when creating some of the sub-types of the basic object. It must be supplied for abstract objects. Some of these types are created only as derived objects.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&quot;season&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“TV Show”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“movie”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“short”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“web”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“composite”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>“interactive component”</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Resource Name</td>
<td>Title Class</td>
<td>Language</td>
<td>This is the name of the object, if it has one, along with the language in which the name is expressed, if applicable. Examples are a working title, a series name, or an episode name. This name is not necessarily consumer presentable; it is used for differentiation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>{String, RFC 4646}</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Replaced Alternate Resource Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Alternate Resource Name</td>
<td>Title Class</td>
<td>Language</td>
<td>Optional alternate title for the work, for example a working title or a codename.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>list of {String, RFC 4646}</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Field or Derivative Fields</td>
<td>Content of Field</td>
<td>Notes</td>
</tr>
<tr>
<td>----</td>
<td>---------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Primary Language</td>
<td>Type</td>
<td></td>
<td>This is for the principal language of the work. If the work has more than one audio track, secondary ones are listed under SecondaryLanguage. Most items will have a single PrincipalLanguage, although there are cases with more than one (e.g. ¿Qué Pasa, USA?) The field is allowed to be empty, for example in the case of silent works or works with music-only soundtracks.</td>
</tr>
<tr>
<td>8</td>
<td>Language</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Manifestation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Secondary Language</td>
<td>Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Language</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Manifestation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Principal Agent</td>
<td>Role</td>
<td>DOI Name</td>
<td>This is the entity that ‘created’ the work, for example the principal production company. It is not necessarily the same as the Registrant. See “Entities, Roles, and Permissions”</td>
</tr>
<tr>
<td>14</td>
<td>Release Date</td>
<td></td>
<td>ISO 8601</td>
<td>Must be at least a year. Should be to as fine a degree as possible – actual date for new movies and TV shows; perhaps just a year for older content. TV should be original air date.</td>
</tr>
<tr>
<td>15</td>
<td>Country of Origin</td>
<td></td>
<td>ISO 3166-1 Alpha 2 code</td>
<td>Optional: The country of the Principal Agent of the work (if known); otherwise, the country from which the bulk of work actually came (if known) of the work; otherwise empty. If present, this field can be used for disambiguation and de-duplication.</td>
</tr>
<tr>
<td>16</td>
<td>Status</td>
<td></td>
<td>“valid”, “in development”, “provisional”, “aliased”</td>
<td>Most IDs will be “valid”. “in development” IDs are returned only to the registrant or authorized proxies, and are not for external use. “aliased” – if this ID has been replaced by another; keeping the ID live allows applications that may have cached it to continue to function.</td>
</tr>
<tr>
<td>17</td>
<td>Approximate Length</td>
<td></td>
<td>ISO 8601, or empty</td>
<td>The approximate duration of the object. It is mandatory for all objects except for truly abstract objects, such as series and seasons, in which case it is returned as an empty field. For abstract root objects, this may be fuzzy, but it becomes more concrete with individual edits and encodings.</td>
</tr>
<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Field or Derivative Fields</td>
<td>Content of Field</td>
<td>Notes</td>
</tr>
<tr>
<td>----</td>
<td>-------------------</td>
<td>--------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>18</td>
<td>Alternate ID</td>
<td></td>
<td>list of {type, value} pairs.</td>
<td>A list of 0 or more IDs for the object in other systems. If needed, these can be used for disambiguation at registration time. The type field is controlled vocabulary. For proprietary or internal numbering systems, 'type' is a domain name (e.g., studio.com)</td>
</tr>
<tr>
<td>19</td>
<td>Display Name</td>
<td>Language</td>
<td>{String, RFC 4646}</td>
<td>This optional name should be used by human interfaces, if it is present. It is not assumed to be useful for queries and other operational activities.</td>
</tr>
<tr>
<td>20</td>
<td>Administrators</td>
<td>Registrant type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Current Asset</td>
<td>Holder</td>
<td>type</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Backup Contact</td>
<td>type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Credits</td>
<td>Director</td>
<td>Display Name, Sort Name, First Given Name, Second Given Name, Family Name, Suffix, Moniker</td>
<td>Director and one actor are included for purposes of de-duplication.</td>
</tr>
<tr>
<td>24</td>
<td>Registrant Extra</td>
<td>Actor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Description</td>
<td></td>
<td>String limited to 128 characters, non-structured data and not containing or linking to data that would be inconsistent with the criteria set forth in Sections 5.6(b)4.(i) and (ii) of the Bylaws and the Registry Terms of Use related thereto</td>
<td>Optional information added by the registrant. This is not used for purposes of disambiguation. Although the format and meaning of the data can be private to the Registrant, it is visible to anyone able to see the object. The following to be inserted in the Terms of Use: “EIDR is an identifier registry, not a registry of value-added metadata. The RegistrantExtra and Description fields are provided so that Registrant can 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. It is expected that a wide variety of value-added metadata will be available through secondary metadata providers referenced in the AlternateID field or through external databases indexed by EIDR, but not through EIDR directly.”</td>
</tr>
<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Field or Derivative Fields</td>
<td>Content of Field</td>
<td>Notes</td>
</tr>
<tr>
<td>----</td>
<td>---------------</td>
<td>-------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>26</td>
<td>Description</td>
<td>Language</td>
<td>String limited to 128 characters, non-structured data and not containing or linking to data that would be inconsistent with the criteria set forth in Sections 5.6(b)4.(i) and (ii) of the Bylaws and the Registry Terms of Use related thereto</td>
<td>Optional description of the object. The following to be inserted in the Terms of Use: “EIDR is an identifier registry, not a registry of value-added metadata. The RegistrantExtra and Description fields are provided so that Registrant can 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. It is expected that a wide variety of value-added metadata will be available through secondary metadata providers referenced in the AlternateID field or through external databases indexed by EIDR, but not through EIDR directly.”</td>
</tr>
</tbody>
</table>

### Extended Metadata

<table>
<thead>
<tr>
<th>#</th>
<th>Field</th>
<th>Sub-Field or Derivative Fields</th>
<th>Content of Field</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Season Info</td>
<td>Parent</td>
<td></td>
<td>If known, the date the last item from the series was released or aired.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>End Date</td>
<td>ISO 8601</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Is Ordered</td>
<td></td>
<td>&quot;yes&quot; or &quot;no&quot;</td>
<td>For seasons or episodes, flag that signals the Registry to look for the order, i.e., season #, episode #</td>
</tr>
<tr>
<td>29</td>
<td>Sequence Number</td>
<td></td>
<td></td>
<td>For seasons or episodes, required if the &quot;IsOrdered&quot; flag is set as &quot;yes&quot;</td>
</tr>
<tr>
<td>30</td>
<td>Series Info</td>
<td>End Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Is Ordered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Episode Info</td>
<td>Parent</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sequence Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Field or Derivative Fields</td>
<td>Content of Field</td>
<td>Notes</td>
</tr>
<tr>
<td>----</td>
<td>------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>33</td>
<td>House Sequence</td>
<td></td>
<td>For seasons or episodes, some production houses have their own labeling scheme and may want to</td>
<td>register an item before an ‘official’ number is known, and elements of unordered groups usually have some internal identifier beyond their title. For example, HouseSequence may indicate the order in which episodes were filmed. Users of the system should not make any assumptions about how HouseSequence relates to SequenceNumber.</td>
</tr>
<tr>
<td>34</td>
<td>Interactive Material</td>
<td>Format</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Info</td>
<td>Type</td>
<td>string</td>
<td>Optional sub-type when main resource type is &quot;interactive component&quot;. Controlled vocab: &quot;CMX&quot;, &quot;Flash&quot;, &quot;BD-J&quot;</td>
</tr>
<tr>
<td>36</td>
<td></td>
<td>Use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td></td>
<td>Registrant Private</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Composite Info</td>
<td>Class</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td></td>
<td>Element</td>
<td>ID                                              DOI Name</td>
<td>The ID of a clip or a parent object</td>
</tr>
<tr>
<td>40</td>
<td></td>
<td></td>
<td>Start</td>
<td>For a clip, optional start time of the interval.</td>
</tr>
<tr>
<td>41</td>
<td></td>
<td></td>
<td>Duration</td>
<td>For a clip, optional length of the clip, if known.</td>
</tr>
<tr>
<td>42</td>
<td></td>
<td>Components</td>
<td>Mode</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td></td>
<td></td>
<td>Component Position</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td></td>
<td></td>
<td>Component Duration</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Edit Info</td>
<td>Parent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td></td>
<td>EditClass</td>
<td>String</td>
<td>Optional. Controlled vocabulary. Improves ability of parts of the supply chain to find the edit they need, without relying on a free-text description field.</td>
</tr>
<tr>
<td>47</td>
<td></td>
<td>ColorType</td>
<td>string</td>
<td>Optional. Controlled vocabulary: “color”, “bandw”, “colorized”, “composite”, “unknown”. This field will track the Common Metadata Specification ColorType-type</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ThreeD</td>
<td>Boolean</td>
<td>Optional: true if version is 3D</td>
</tr>
</tbody>
</table>
## Encoding Block

<table>
<thead>
<tr>
<th>#</th>
<th>Field</th>
<th>Sub-Fields or Derivative Fields (if any)</th>
<th>Content of Field</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>48</td>
<td>Parent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Size</td>
<td></td>
<td>Integer</td>
<td>Size in bytes of the encoded object</td>
</tr>
<tr>
<td>50</td>
<td>Hash</td>
<td>Algorithm</td>
<td>{String, algorithm}</td>
<td>Optional hash and the algorithm used to generate it. Legal values for algorithm are &quot;md5&quot; and &quot;sha1&quot;</td>
</tr>
<tr>
<td>51</td>
<td>Bitrate Aggregate Max</td>
<td>Bitrate</td>
<td>Integer</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td></td>
<td>Average Bitrate</td>
<td>Integer</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td></td>
<td>Max Bitrate</td>
<td>Integer</td>
<td>Total maximum bitrate in Bits/second for all components</td>
</tr>
<tr>
<td>54</td>
<td></td>
<td>Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Encoding Class</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Encoding Agent</td>
<td>Encoding Agent</td>
<td>DOI</td>
<td>Optional. Informational only, and not used for access control.</td>
</tr>
<tr>
<td>57</td>
<td>Subtitle Info Block</td>
<td>Component Reference</td>
<td>String</td>
<td>Optional for use with wrapper encoding for video, audio, subtitles, interactive, etc.</td>
</tr>
<tr>
<td>58</td>
<td></td>
<td>Language</td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td></td>
<td>Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td></td>
<td>Format</td>
<td>String</td>
<td>Optional. Controlled vocabulary: &quot;text&quot;, &quot;image&quot;</td>
</tr>
<tr>
<td>61</td>
<td></td>
<td>Class</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td></td>
<td>Description</td>
<td>Language</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Audio Info Block</td>
<td>Encoding gent</td>
<td>String</td>
<td>Optional for use with wrapper encoding for video, audio, subtitles, interactive, etc.</td>
</tr>
<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Fields or Derivative Fields (if any)</td>
<td>Content of Field</td>
<td>Notes</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>64</td>
<td>Actual Length</td>
<td></td>
<td></td>
<td>Optional. If present, the actual duration of the encoded audio stream.</td>
</tr>
<tr>
<td>65</td>
<td>Timecode Format</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Languages</td>
<td>Language</td>
<td></td>
<td></td>
</tr>
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<td>68</td>
<td>Size</td>
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<td></td>
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<td>69</td>
<td>Hash</td>
<td>Algorithm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Original Channels</td>
<td>String</td>
<td>Optional: In the form M or M.N</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Channels</td>
<td>String</td>
<td>Number of audio channels, either as an integer (e.g., 2) or of the form x.y where x is full channels, and y is limited channels (e.g. “5.1”)</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Channel Mapping</td>
<td>String</td>
<td>Optional. Controlled vocabulary – Right, Center, Left, Surround, etc</td>
<td></td>
</tr>
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<td>Audio Element Type</td>
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<td>Max Bitrate</td>
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<td>Optional sample rate (samples/second)</td>
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<td>Integer</td>
<td>Optional number of bits per audio sample</td>
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<td>Language</td>
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<td>Actual Length</td>
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<td>Optional: The duration of the encoded video stream.</td>
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<td>85</td>
<td>Component Reference</td>
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<td>86</td>
<td>Encoding Type</td>
<td><strong>Optional:</strong> The duration of the</td>
<td>&quot;digital&quot; or</td>
<td>Controlled vocab. Currently only &quot;digital&quot; supported.</td>
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<td>&quot;analog&quot;</td>
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<td>Hash Algorithm</td>
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<td>Encoding Details / Digital Video Info</td>
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<td>Bitrate</td>
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<td>Average Bitrate</td>
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<td>Max Bitrate</td>
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<td>95</td>
<td>Type</td>
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**Video Info Block**

**Encoding Details / Digital Video Info**

**Encoding**

**Encoding Type**

"digital" or "analog"
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<th>#</th>
<th>Field</th>
<th>Sub-Fields or Derivative Fields (if any)</th>
<th>Content of Field</th>
<th>Notes</th>
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<tbody>
<tr>
<td>96</td>
<td>Picture</td>
<td>Aspect Ratio</td>
<td>String</td>
<td>Aspect ratio of the encoded object, which may differ from that of the original. Controlled vocab: “16:9”, “4:3”, “1.85:1”, “2.35:1”, “1:1”.</td>
</tr>
<tr>
<td>97</td>
<td></td>
<td>Pixel Aspect</td>
<td>String</td>
<td>Optional. Controlled vocabulary: square, NTSC, PAL, other</td>
</tr>
<tr>
<td>98</td>
<td></td>
<td>Width Pixels</td>
<td>Integer</td>
<td>Optional: number of columns encoded (e.g., 1920)</td>
</tr>
<tr>
<td>99</td>
<td></td>
<td>Height Pixels</td>
<td>Integer</td>
<td>Optional number of rows encoded (e.g., 1080)</td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>Active Width Pixels</td>
<td>Integer</td>
<td>Optional: must be &lt; WidthPixels</td>
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<tr>
<td>101</td>
<td></td>
<td>Active Height Pixels</td>
<td>Integer</td>
<td>Optional: must be &lt; HeightPixels</td>
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<tr>
<td>102</td>
<td>Video Info Block (continued)</td>
<td>Frame Rate</td>
<td>Integer</td>
<td>In fps. If interlaced, use frame rate (e.g. NTSC is 20)</td>
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<tr>
<td>103</td>
<td></td>
<td>Progressive</td>
<td>Boolean</td>
<td>True=progressive, false=interlaced</td>
</tr>
<tr>
<td>104</td>
<td></td>
<td>ThreeD Type</td>
<td>string</td>
<td>Optional: describes type of 3D picture. Controlled vocabulary.</td>
</tr>
<tr>
<td>105</td>
<td></td>
<td>Video Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td></td>
<td>Color Type</td>
<td>String</td>
<td>Optional. Controlled Vocab “color”, “b&amp;w”, etc</td>
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<tr>
<td>#</td>
<td>Field</td>
<td>Sub-Fields or Derivative Fields (if any)</td>
<td>Content of Field</td>
<td>Notes</td>
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<tr>
<td>107</td>
<td>Scan Type</td>
<td>String</td>
<td>Optional. Controlled vocab: TFF/TopFrameFirst, BFF/BottomFrameFirst, PPF/Progressive. Not yet final</td>
<td></td>
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<tr>
<td>108</td>
<td>Scan Order</td>
<td>String</td>
<td>Optional. Controlled vocab: TFF/TopFrameFirst, BFF/BottomFrameFirst, PPF/Progressive. Not yet final</td>
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<td>109</td>
<td>Colorimetry</td>
<td>String</td>
<td>Optional. Controlled vocab “4:2:2”, “4:4:4”, etc</td>
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<td>110</td>
<td>Color Subsampling</td>
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<tr>
<td>111</td>
<td>Bit Depth</td>
<td></td>
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<tr>
<td>112</td>
<td>Subtitle Language</td>
<td>RFC 4646</td>
<td>Optional. This indicates the presence of a subtitle embedded in the video stream, either closed (EIA-608B) or rendered into the video. Subtitles in separate tracks should be included in a Subtitle Info Block.</td>
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</tr>
<tr>
<td>113</td>
<td>Integral Subtitle Type</td>
<td></td>
<td></td>
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<tr>
<td>114</td>
<td>Integral Subtitle Class</td>
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<tr>
<td>115</td>
<td>Description</td>
<td>Language</td>
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<td>----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
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<td>117</td>
<td>Original Aspect Ratio</td>
<td></td>
<td>Optional: Aspect ratio of active pixels, the form m:n (e.g., 4:3,16:9, 2:35:1)</td>
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<tr>
<td>118</td>
<td>Textless Type</td>
<td></td>
<td></td>
<td>Placeholder only - analog encodings are left as a future way of describing film.</td>
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<tr>
<td>119</td>
<td>EncodingDetails / Analog Video Info</td>
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<td>120</td>
<td>Encoding Agent</td>
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<td>121</td>
<td>Component Reference</td>
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<td>122</td>
<td>Interactive Info Block</td>
<td>ID</td>
<td></td>
<td></td>
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<tr>
<td>123</td>
<td>Details</td>
<td>Format, Type, Use, Registrant, Private</td>
<td></td>
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<tr>
<td>124</td>
<td>Description</td>
<td>Language</td>
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<td>127</td>
<td>Encoding Agent</td>
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<td></td>
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<tr>
<td>128</td>
<td>Wrapper Info Block</td>
<td>ComponentInfo, ComponentReference</td>
<td>List of DOIs</td>
<td>Optional: list of IDs of objects included in this wrapper.</td>
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<td>String</td>
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<td>Optional: Controlled vocabulary, equivalent to md:DigitalAssetContainerType</td>
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<td>Language</td>
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### clip info

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### language variant info

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<tr>
<td>137</td>
<td>Add/Replace</td>
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<td>Boolean</td>
<td>The group of language edits is allowed to either add to or replace the languages inherited from the parent object. “Add” is truly additive; “replace” replaces all languages inherited from the parent with the Alternate Languages in this registration.</td>
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<td>138</td>
<td>Primary Language</td>
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<td>139</td>
<td>Language</td>
<td></td>
<td>RFC 4656</td>
<td>The alternate language in question</td>
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<td>140</td>
<td>Manifestation</td>
<td>‘audio’ or ‘subtitle’</td>
<td>audio’ or 'subtitle'</td>
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<tr>
<td>141</td>
<td>Secondary Language</td>
<td>Type</td>
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<tr>
<td>142</td>
<td>Language</td>
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<td>RFC 4656</td>
<td>The alternate language in question</td>
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<td>143</td>
<td>Manifestation</td>
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promotional info

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<td>145</td>
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**adjunct content info**

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**alternate content info**

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**packaging info**

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CERTIFICATE OF SECRETARY

I hereby certify that:

(a) I am the duly appointed Secretary of Entertainment ID Registry Association, an Oregon nonprofit corporation (the "Corporation"); and

(b) the foregoing Bylaws comprising 54 pages, including this page, constitute the Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 17th day of October, 2010.

Judson Cary

Name

Signature