

edelkrone International Attribution Public License Agreement

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this edelkrone International Attribution Public License Agreement ("Agreement").

AGREEMENT

SECTION 1. DEFINITIONS

- a. "Adapted Material" means material that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission by the Company.
- b. "Adapter's License" means the license You apply to Your contributions to Adapted Material in accordance with the terms and conditions of this Agreement.
- c. "Company" means the individual(s) or entity(ies) granting rights under this Agreement.
- d. "Effective Technological Measures" means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. "Exceptions and Limitations" means fair use, fair dealing, and/or any other exception or limitation to rights derived from Your use of the Licensed Material.
- g. "License Element(s)" means the license attribute(s) listed in the name of an edelkrone public license. The License Element(s) of this public license is Attribution.
- h. "Licensed Material" means the artistic or literary work, database, intellectual property, or other material to which the Company applied this public license through its ORTAK method or otherwise.
- i. "Licensed Rights" means the rights granted to You subject to the terms and conditions of this Agreement that apply to Your use of the Licensed Material.
- j. "Share" means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- k. "Sui Generis Database Rights" means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- l. "You" and "Your" means the individual or entity exercising the Licensed Rights under this Agreement.

SECTION 2. SCOPE

a. License grant.

1. Subject to the terms and conditions of this Agreement, the Company hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:

A. reproduce and Share the Licensed Material, in whole or in part; and

B. produce, reproduce, and Share Adapted Material.

2. Term. The term of this Agreement is specified in Section 5(a).

3. Media and formats; technical modifications allowed. The Company authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Company waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Agreement, simply making modifications authorized by this Section 2(a)(3) never produces Adapted Material.

4. Downstream recipients.

A. Offer from the Company – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Company to exercise the Licensed Rights under the terms and conditions of this Agreement.

B. Additional offer from the Company – Adapted Material. Every recipient of Adapted Material from You automatically receives an offer from the Company to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter's License You apply.

C. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

5. No endorsement. Nothing in this Agreement constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Company or others designated to receive attribution as provided in Section 3(a)(1)(A)(i).

b. Other Rights.

1. Moral rights, such as the right of integrity, are not licensed under this Agreement, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Company waives and/or agrees not to assert any such rights held by the

Company to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2. Patent and trademark rights are not licensed under this Agreement.
3. The Company waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. Subject to the foregoing, in all other cases the Company expressly reserves any right to collect such royalties.

SECTION 3. LICENSE CONDITIONS

Your exercise of the Licensed Rights is expressly made subject to the following conditions:

- a. Attribution.
 1. If You Share the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Company with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Company;
 - ii. a copyright notice;
 - iii. a notice that refers to this Agreement;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
 - C. indicate the Licensed Material is licensed under this Agreement, and include the text of, or the URI or hyperlink to, this Agreement.
 2. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material.
 3. If requested by the Company, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.
- b. Share Alike.

In addition to the conditions in Section 3(a), if You Share Adapted Material You produce, the following conditions also apply:

1. The Adapter's License You apply must be an edelkrone license with the same License Elements.
2. You must include the text of, or the URI or hyperlink to, the Adapter's License You apply. You may satisfy this condition in any reasonable manner based on the medium, means, and context in which You Share Adapted Material.
3. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, Adapted Material that restrict exercise of the rights granted under the Adapter's License You apply.

SECTION 4. SUI GENERIS DATABASE RIGHTS

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. Section 2(a)(1) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database;
- b. If You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material, including for purposes of Section 3(b); and
- c. You must comply with the conditions in Section 3(a) if You Share all or a substantial portion of the contents of the database.

SECTION 5. TERM AND TERMINATION

- a. This Agreement applies for an indefinite term. However, if You fail to comply with this Agreement, then Your rights under this Agreement terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section 5(a), it reinstates:
 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 2. upon express reinstatement by the Company.

This Section 5(b) does not affect any right the Company may have to seek remedies for Your violations of this Agreement.

- c. The Company may offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Agreement.
- d. Sections 1, 5, 6, 7, 8, 9, 10 and 11 survive termination of this Agreement.

SECTION 6. OTHER TERMS AND CONDITIONS

- a. The Company shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed in writing.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Agreement.

SECTION 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. Unless otherwise separately undertaken by the Company, to the extent reasonably practicable, the Company offers the Licensed Material on an as-is and as-available basis, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.
- b. To the maximum extent permitted by law, in no event will the Company, its subsidiaries and affiliates, and its and their officers, agents, partners and employees be liable to You on any legal theory or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Agreement or use of the Licensed Material, even if the Company has been advised of the possibility of such losses, costs, expenses, or damages.

SECTION 8. DEFENSE AND INDEMNITY

You agree to defend, indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, expert fees and costs incurred in connection therewith, made by any third party due to or arising out of Your breach of or failure to comply with this Agreement or the violation of any law or regulation by You. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with the Company in connection therewith.

SECTION 9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between You and the Company regarding the Licensed Material. If any provision of this Agreement is held invalid, to the extent practicable, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. No agency, partnership, joint venture or employment relationship is or will be created as a result of this Agreement, and You may not make any representations on the Company's behalf or bind the Company in any manner.

SECTION 10. ARBITRATION, GOVERNING LAW, VENUE & ATTORNEYS' FEES

This Agreement is governed by and construed in accordance with the laws of the State of Florida, USA, without giving effect to any principles of conflicts of law. The exclusive means of

resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) shall be binding arbitration in Orange County, Florida. If for any reason it is determined that any given claim or dispute is not subject to binding arbitration, the Parties agree to resolve any such dispute exclusively in a state or federal court located in Orange County, Florida, and to submit to the personal jurisdiction of the courts located in Orange County, Florida for the purpose of litigating all such disputes. The prevailing party shall have the right to collect from the other party its reasonable costs, necessary disbursements and attorneys' fees incurred in enforcing this Agreement, including on any appeal arising therefrom.

SECTION 11. MISCELLANEOUS

a. This Agreement does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Agreement.

b. edelkrone does not authorize the use of the trademark "edelkrone" or any other trademark or logo of edelkrone without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning the use of licensed material.