



Registration Agency Agreement
Effective Date: 1 January 2016

This Agreement governs the relationship between the Registration Agency signing below (“RA”) and the International DOI Foundation, Inc. (“IDF”). The parties agree as follows.

Background and Definitions

The DOI[®] System (sometimes referred to herein as the “System”) is a system for permanently assigning persistent identifiers (“DOI[®] identifiers”) to digital objects. The System is generally described in the Core DOI[®] Specification established by IDF (the “Core Specification”), and the ISO Standard 26324 for the DOI[®] System (the “ISO Standard”), as they may be amended from time to time, both of which are incorporated by reference herein. The Core Specification and the ISO Standard are referred to collectively herein as the “Specification Documents.” Terms not otherwise defined herein are defined in the Specification Documents.

This Agreement governs the terms and conditions under which RA agrees to register DOI[®] identifiers and otherwise to participate in the DOI[®] System.

1. Appointment as RA and Grant of Rights.
 - a. IDF hereby appoints RA as, and RA hereby accepts its appointment as, a Registration Agency having the authority to assign DOI[®] identifiers as part of the DOI[®] System using the DOI[®] prefix or prefixes that have been assigned to RA by IDF.
 - b. IDF hereby grants to RA the nonexclusive right and license to use trademarks DOI[®], DOI.ORG[®], shortDOI[®] and the DOI>[®] logo (collectively, the “IDF Marks”) in connection with the assignment and registration of DOI[®] identifiers and the provision of services ancillary thereto (collectively, the “RA Services”).
 - c. IDF hereby grants to RA a sublicense under the CNRI License, as defined below, to exercise all rights in the Handle System that are required for the fulfillment of RA’s rights and obligations as a Registration Agency under the DOI[®] System.

2. CNRI License
 - a. IDF agrees that it will maintain in full force and effect a license with CNRI (the “CNRI License”) sufficient to permit IDF, RA and all other participants in the DOI[®] System to exercise any and all rights in the Handle System that are necessary for the uninterrupted and complete operation of the DOI[®] System.

- b. IDF shall give prompt notice to RA of any notice of default received by IDF from CNRI with respect to the CNRI License. In addition, IDF shall notify RA if at any time IDF believes that the CNRI License is at risk of termination, either because of IDF's possible default or for any other reason. In the event of any default by IDF under the CNRI License, RA, either acting alone or in cooperation with other Registration Agencies, shall have the right to remedy the default and to initiate the procedures for an Event Requiring Restructuring, as defined and provided below. In the event of any possible termination of the CNRI License for any other reason, IDF shall cooperate with RA and other Registration Agencies in negotiating with CNRI, or with any successor to CNRI's rights in the Handle System, to preserve the parties' right to operate the DOI[®] System using the Handle System.
- c. IDF agrees to negotiate in good faith with CNRI for a modification to the CNRI License under which the right to use the Handle System in connection with the DOI[®] System shall be directly licensed to RA and other Registration Agencies in the event of an Event Requiring Restructuring, as defined below.

The provisions of this Section 2 shall be enforceable against IDF by any Registration Agency.

3. Registration Authority Agreement
 - a. To the extent that the ISO Standard requires the appointment of a Registration Authority, IDF shall use its best efforts to maintain in full force and effect its Registration Authority Agreement (the "RAA") with ISO.
 - b. In the event that IDF believes that the RAA is at risk of termination, IDF shall provide notice to RA and to the other Registration Agencies and shall cooperate with RA and with the other Registration Agencies in negotiating with ISO to preserve the parties' ability to discharge the responsibilities of the Registration Authority under the RAA.
4. Certain Obligations of RA
 - a. Maintain Membership
 - i. RA shall do all things reasonably necessary to maintain a valid membership in IDF and in the RA Working Group established by IDF for Registration Agencies (the "RAWG"). Without limiting the generality of the foregoing, and subject to the provisions of Section 7 below regarding changes in policies, RA shall:
 1. promptly and fully pay all membership dues, fees, assessments and other amounts of any and every kind or nature that are owing by RA to IDF, as shown on Schedule A attached hereto;
 2. fully comply with the IDF articles of incorporation, by-laws, and such policies, rules and regulations (the "IDF Policies") as may be adopted from time to time by IDF's

Board of Directors and/or RAWG, including without limitation IDF's Patent and Trademark Policies;

3. participate in meetings and other activities of RAWG; and
4. comply with changes to the Core Specification that have been duly adopted by RAWG and approved by the IDF Board of Directors.

b. Provide RA Services and Infrastructure

- i. RA shall provide to Registrants and other participants in the DOI[®] System the services required to be provided by all Registration Agencies under the Specification Documents, including without limitation those described in Section 7.3 of the ISO Standard (the "Basic RA Services"). For this purpose, RA shall be considered IDF's subcontractor under IDF's Registration Authority Agreement with ISO and shall comply in all respects with the obligations of the said Registration Authority Agreement applicable to IDF's Subcontractors, including without limitation the obligation to provide the Basic RA Services on a cost-recovery and RAND basis.
- ii. RA shall at its expense provide sufficient infrastructure to provide the Basic RA Services.

c. Maintain quality.

RA shall adopt reasonable procedures to assure, subject to the RA's need to rely on information obtained from Registrants, that its RA Services meet the standards described in the Specification Documents.

d. Respect rights of other Registration Agencies.

To the extent that IDF has granted exclusive rights in a particular field (a "Field") to another Registration Agency, RA agrees that it will not solicit DOI[®] registrations from entities within the Field; provided, however, that nothing contained herein shall prevent RA from accepting a request from a person within such Field. The IDF agrees that it will not grant exclusive rights in any Field in which an existing RA operates.

5. Certain Obligations of IDF

a. IDF shall maintain the DOI[®] System.

- i. IDF shall provide to RA and to the other participants in the DOI[®] System the services required to be provided by the Registration Authority under the Specification Documents, including without limitation those described in Section 7.2 of the April, 2006 draft ISO Standard or in the equivalent section of the adopted ISO Standard (the "IDF Services").
- ii. IDF shall at its expense provide sufficient infrastructure to provide the IDF Services.

b. IDF shall sponsor RAWG meetings and cooperate with RAWG in:

- i. setting policies and fees in respect of the Registration Authorities;
and
 - ii. maintaining and updating the Specification Documents.
 - c. IDF shall support and promote the adoption of the DOI[®] System by among other things participating in the ISO and other standards-setting bodies, sponsoring meetings and conducting informational and training seminars regarding use of the DOI[®] System.
- 6. IDF Rights and Intellectual Property
 - a. IDF shall have the exclusive right to appoint Registration Agencies, to assign DOI[®] prefixes and otherwise to exercise the rights of the Registration Authority under the DOI[®] System, including without limitation those rights provided in Section 7.2 of the ISO Standard.
 - b. The IDF Marks, and all goodwill associated therewith, shall be and remain the property of IDF, and all goodwill derived from the use of the IDF Marks by RA hereunder shall accrue to and inure to the benefit of IDF.
 - c. RA may assert patent or other proprietary rights in the RA Services, provided, however, that RA shall comply with the IDF Patent and Trademark Policies, as they may be amended from time to time as provided in this Agreement. RA further agrees that any person acquiring intellectual property rights from RA will agree to comply with the IDF Patent and Trademark Policies.
 - d. In the event of a termination of the RAA, RA shall provide to IDF's successor Registration Authority, or to ISO, as the case may be, the rights and licenses that are required to be provided under the terms of the RAA.

7. Payment

In addition to payments associated with its membership in IDF and in RAWG, as provided above, RA shall pay to IDF or to such third party as may be designated from time to time by IDF the fees for participation in the DOI[®] System as shown on the attached Schedule A (the "RA Fees"). The fee schedule (Schedule A) may be amended from time to time by IDF under the procedures set forth below.

8. Change Procedures

- a. The parties acknowledge and agree that the functioning, maintenance, development and success of the DOI[®] System requires the Specification Documents, RA Fees and other aspects of the DOI[®] System to be updated and improved on an on-going basis. IDF has established RAWG for the purpose of providing a mechanism through which RA and other Registration Agencies can cooperate in this process.
- b. All proposed changes in the Core Specification, IDF Policies or RA Fees will be presented initially to RAWG for discussion and approval under such quorum and voting procedures as may be agreed by the RAWG members. Failing agreement of the RAWG members to the contrary, RAWG decisions shall be by majority vote of the valid RAWG members.

- c. All proposed changes in the Core Specification, IDF Policies or RA Fees that have been approved by RAWG shall be subject to the further review and approval of the IDF Board of Directors, pursuant to the IDF By-Laws.
 - d. Unless otherwise agreed by RAWG and the IDF Board of Directors, all changes in the Core Specification, IDF Policies or RA Fees shall be binding on RA six (6) months after their approval by RAWG and the IDF Board of Directors, as provided above, unless RA terminates this Agreement as provided in Section 12 below. To the extent that any proposed change requires the approval of a third party, such as ISO, such change shall be binding on RA six (6) months following such approval, unless RA terminates this Agreement as provided in Section 12 below.
9. Warranties
- a. Each of the parties warrants to the other that it has the requisite corporate authority to enter into this Agreement and to discharge its obligations hereunder.
 - b. IDF warrants to RA that IDF has the authority to grant the licenses and rights granted hereunder.
 - c. RA warrants to IDF (i) that the RA Services will, in accordance with Section 4(c) above, meet standards for quality and reliability that are at least equal to IDF's standards for the DOI[®] System, as set forth in the Specification Documents, (ii) that the RA Services will comply with all applicable legal standards and requirements, and (iii) that the RA Services will not violate or infringe the rights of any third party.
 - d. NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOTH PARTIES EXPRESSLY EXCLUDE THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. Indemnities
- a. Each party agrees to indemnify the other from and against any and all loss, cost or liability of any and every kind or nature whatsoever, including without limitation reasonable lawyers' fees, that the indemnified party incurs as the result of a claim that, if proven, would constitute a breach of the indemnifying party's warranties hereunder.
 - b. The party seeking indemnity for any claim shall give prompt notice of the claim to the indemnifying party and shall proffer to the indemnifying party the defense of such claim. The indemnifying party shall thereafter defend or settle the claim in its discretion; provided, however, that no settlement shall impose liability or cost on the indemnified party without the indemnified party's express written consent, which consent shall not be unreasonably withheld or delayed.
 - c. RA agrees to indemnify ISO as provided under the terms of the RAA.
11. LIMITATION OF LIABILITY
- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT THAT EXCEEDS THE SUM OF FEES PAID BY

RA TO IDF DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH AN EVENT GIVING RISE TO LIABILITY OCCURS.

- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR DEPLETION OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- c. THE FOREGOING LIMITATIONS AND EXCLUSIONS ON LIABILITY SHALL NOT APPLY TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, NOR SHALL THEY APPLY TO CLAIMS ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

12. Term and termination

- a. This Agreement shall begin on the later of the date first written above or the date on which RA pays its membership dues to IDF for the first year of its membership and shall continue until the second December 31st following the said date (the "Initial Term"). The Agreement shall continue from year to year thereafter (each such year being a "Renewal Term," and the Initial Term and all Renewal Terms being the "Term") unless this Agreement is terminated as provided below.
- b. If the RA Fees are increased or a change in the Specification Documents is adopted, as aforesaid, that materially increases RA's costs of providing the RA Services, RA may give written notice of termination within thirty (30) days following RA's receipt of notice of such fee increase or change, such notice to be effective five (5) months thereafter.
- c. RA may terminate this Agreement for convenience any Renewal Term by giving IDF written notice of termination not less than six months prior to the end of the Renewal Term.
- d. IDF may terminate this Agreement if RA materially defaults in its obligations hereunder or under the RAA and such default is not remedied within ninety (90) days following written notice of default to RA; provided, however, that the period for remedy shall be thirty (30) days in the event of a default in payment.
- e. RA may terminate this Agreement if IDF materially defaults in its obligations hereunder and such default is not remedied within ninety (90) days following written notice of default to IDF; provided, however, that if the default consists of (i) IDF's failure to validly maintain the CNRI License or (ii) IDF's dissolution, threatened dissolution or failure or threatened failure to meet its obligations as the Registration Authority, without reasonable and adequate provision of a successor Registration Authority (either of the events in 11(e)(i) and (e)(ii) being referred to herein as an Event Requiring Restructuring), RA may, upon written notice

to IDF and to the other Registration Agencies, initiate the procedures described in Section 11(g) below.

- f. In the event of any termination of this Agreement caused by any reason other than an Event Requiring Restructuring, as defined above, RA's status and rights as a Registration Agency, including without limitation those rights specified in Section 1 of this Agreement, shall immediately terminate, unless IDF has agreed in writing to extend such rights for a limited period of time to permit orderly transition to a successor Registration Agency or to IDF of responsibility for DOI[®] identifiers and information necessary to resolve such identifiers. Without limiting the generality of the foregoing, upon any such termination (including for this purpose the period of any such extension):
 - i. RA shall cease assignment of DOI[®] identifiers.
 - ii. RA shall cease all use of the IDF marks and destroy or return to DOI all electronic or physical materials bearing the IDF marks.
 - iii. RA shall inform its Registrants that it is no longer authorized to assign or maintain DOI[®] identifiers and that their agreements for relating to the maintenance of the DOI[®] identifiers may be assigned to IDF or to a successor Registration Agency.
 - iv. RA shall cooperate in all other respects with IDF to assure an orderly transition of responsibility for DOI[®] identifiers first assigned by RA to a successor Registration Agency.
 - v. RA shall comply with such other suspension and termination policies as may be adopted as IDF Policies pursuant to the Change Procedures in Section 8 of this Agreement.
- g. In the event of an Event Requiring Restructuring, as defined above, the following procedures will apply:
 - i. RA may elect to retain all of its rights as a Registration Agency, as provided herein and in the Specification Documents.
 - ii. RA will give notice to the other Registration Agencies that an Event Requiring Restructuring has occurred and will meet with the other Registration Agencies, either through RAWG or otherwise, for the purpose of cooperating in an orderly transition that will, to the extent possible, ensure an orderly transition of the responsibilities of the Registration Authority to one or more entities that would succeed to the rights of IDF as the Registration Authority.
 - iii. IDF will cooperate with RA, RAWG and the other Registration Agencies in providing for an orderly transition to one or more new Registration Authorities.
 - iv. IDF will transfer and assign its rights in the DOI[®] System and IDF Marks to such entity or entities as may be designated by the said majority of RAs for their fair market value after satisfying all claims of IDF's creditors.
 - v. This Section 12.g of this Agreement shall be enforceable by any valid Registration Agency.

- h. The following provisions of this Agreement shall survive any termination, regardless of the reasons for such termination: Sections 5, 7 (with respect to payments owing up to the date of termination), 9, 10, 11 12 and 13.
- i. If RA adopts a Local Proxy pursuant to the DOI System Proxy Policy, RA agrees that for so long as RA uses such Local Proxy, both during and after the term of this Agreement, its Local Proxy shall resolve in a manner that is consistent with the DOI System Proxy Policy. If RA ceases using the Local Proxy for any reason, it shall transfer title to the Local Proxy to IDF upon IDF's written request.

13. General

- a. This Agreement, including its Schedules and the Specification Documents, is the parties' entire agreement and supersedes all prior or contemporaneous negotiations, agreements or understandings respecting its subject matter. In the event of any inconsistency, the order of priority shall be: i) the text of this Agreement; ii) the Core Specification; iii) the ISO Standard.
- b. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties.
- c. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.
- d. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.
- e. This Agreement may not be assigned by either party without the other party's written consent; provided, however, that (i) IDF may upon notice to RA assign this Agreement to any entity that succeeds to IDF's rights in the DOI[®] System as the Registration Authority or (ii) RA may assign this Agreement in whole or in part to any entity under the common control of its ultimate parent company or to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of RA. This Agreement shall be binding upon the parties' successors and permitted assigns.
- f. Any notice shall be sent to the parties' addresses set forth below by express mail or next day express delivery service with signed receipt. Notice shall be effective upon receipt.
- g. This Agreement shall be governed and construed under the laws of England.
- h. Any dispute arising under or related to this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration conducted in English before a single arbitrator under the rules of the London Court of International Arbitration in London, England, such rules being deemed to be incorporated by reference into this Section. The arbitrator shall have expertise in the field of intellectual property and Internet technology. The decision of the arbitrator shall be enforceable in any court of competent

jurisdiction. Either party may seek injunctive relief in such court pending the arbitrator's final decision.

- i. Save as expressly provided herein, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties and their successors and permitted assignees).

Signed by the parties' duly authorized representatives as of the date first set forth above.

INTERNATIONAL DOI
FOUNDATION, INC.



By: Norman Paskin

Title: Managing Agent

Address:
IDF c/o GTC Law Group LLP
One University Avenue, Suite 302B
Westwood, MA 02090
U.S.A.

By: _____

Title: _____

Address:

SCHEDULE A

Standard IDF Fee Schedule

- RA fees are payable in two equal instalments for each calendar year, payable 1 January and 1 July of the year.
- The fee for RAs is US\$35,000 in the first year, and thereafter the fee is determined on the cost-shared allocation model and determined in each year's annual budget, to be notified to all RAs following the approval of the Budget by the Board of the IDF on which all Registration Agencies are represented.
- When a General Member becomes a Registration Agency member, the unexpired portion of their dues is set against their RA fee.
- For 2016, the fee for RAs in their second or subsequent year of appointment is \$75,000.