

## **TRADEMARK & COPYRIGHT LICENSING POLICY**

This Trademark & Copyright Licensing Policy ("Policy"), effective May 13, 2002, sets forth the terms and conditions under which E.L.V.H., Inc. ("Licensor") will permit an owner of a Fan Site (defined below) to use the Licensed Properties (defined below).

### **1. DEFINITIONS:**

- 1.1 "Fan Site(s)" is a website dedicated to the band VAN HALEN and/or VAN HALEN band member(s), but expressly excludes any website with the primary purpose to buy/sell any goods/services.
- 1.2 "Frankenstein Design" is the pattern(s) of distinctive crisscrossing lines on a solid colored background registered with the U.S. Copyright Office (Reg. No. Vau 505-308), and includes derivative works thereof. To see examples of the Frankenstein Design, click <http://www.van-halen.com/newsite/samples.html>.
- 1.3 "Franky Design" is the pattern(s) of distinctive crisscrossing lines on a solid colored background and includes derivative works thereof. To see examples of the Franky Design, click <http://www.van-halen.com/newsite/samples.html>.
- 1.4 "Licensed Properties" refers collectively to the Frankenstein Design, Franky Design, Original Frank Design and VH & Design Marks.
- 1.5 "Licensee" is the owner or host of a Fan Site.
- 1.6 "Original Frank Design" is the pattern(s) of distinctive crisscrossing lines on a solid colored background and includes derivative works thereof. To see examples of the Original Frank Design, click <http://www.van-halen.com/newsite/samples.html>.
- 1.7 "VH & Design Marks" are those trademarks registered with the U.S. Patent and Trademark Office (Reg. Nos. 2,531,998, 2,531,999, 2,532,000, 2,542,792, 2,542,793, 2,542,794, 2,542,795 and 2,534,131). To see the VH & Design Marks, click <http://www.van-halen.com/newsite/samples.html>.

### **2. SCOPE OF LICENSE**

Licensee may use the Licensed Properties for the sole purpose of placing the Licensed Properties on the Fan Site, provided that:

- 2.1 Licensee does not (i) attack or challenge Licensor's ownership of any of the Licensed Properties, (ii) use, register, or attempt to register, any of the Licensed Properties, or (iii) use or register any mark that would cause confusion, or be likely to cause confusion, with any of the Licensed Properties;
- 2.2 Licensee uses the Licensed Properties only as expressly stated in this Policy;
- 2.3 Subject to Section 3, Licensee does not sell or distribute any goods/services bearing any of the Licensed Properties;
- 2.4 Licensee does not promote, advertise, identify, or include links to, a third party or third party website offering unauthorized goods/services in connection with any of the Licensed Properties, and shall notify Licensor if Licensee reasonably believes that a third party is selling unauthorized goods/services in connection with any of the Licensed Properties. Licensee shall have until June 15, 2002 to bring the Fan Site into compliance with this Section 2.4;
- 2.5 Licensee places on the homepage of the Fan Site the following notice, or one substantially similar, in a readily legible and visible font: "The [INSERT TITLE] Design, a registered U.S. copyright, and the VH logos, registered U.S. trademarks, are used on this website under license from E.L.V.H., Inc. The owner of this website is entirely responsible for all content and material on this website, and is not affiliated with, or

endorsed by, VAN HALEN or E.L.V.H., Inc.” Licensee shall have until June 15, 2002 to bring the Fan Site into compliance with this Section 2.5; and

- 2.6 Licensee does not use the Licensed Properties in any manner which Licensor would consider to be very offensive. This Section 2.6 does not prevent Licensee from making or posting critical comments about VAN HALEN and/or its members on the Fan Site, subject to applicable law;
3. For any goods (excluding guitars and/or guitar parts) to which Licensee may have affixed any of the Licensed Properties, Licensee may sell and/or distribute such goods through August 15, 2002, provided that such goods were in Licensee’s possession and control as of May 13, 2002 and Licensee was selling such goods in connection with the Fan Site. Any online sale or distribution of the foregoing goods can only be made through the Licensee’s Fan Site.
  4. The Fan Site may have a classified section, where third parties may post notices to sell and/or buy authorized goods bearing the Licensed Properties, provided that this is not the primary purpose of the Fan Site. Licensee shall not permit any third party to post a buy or sell notice for goods bearing any of the Licensed Properties, which Licensee has reason to believe may be unauthorized goods, and shall promptly remove any such notice which Licensor identifies as relating to unauthorized goods.
  5. As between Licensor and Licensee, all rights, title and interest in and to the Licensed Properties belong solely to Licensor, and any use of the Licensed Properties by Licensee shall inure to the sole benefit of Licensor.
  6. All rights not expressly granted under this Policy are reserved by Licensor. Any use of the Licensed Properties except as permitted hereunder, is a violation of Licensor’s intellectual property rights, and Licensor shall have the right to pursue any and all available legal remedies against any entity making such unauthorized use.
  7. By submitting any item, material, idea or concept to Licensor, Licensee grants to Licensor a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use and exploit the submission in any manner deemed appropriate by Licensor.
  8. Licensor shall not be liable for any claims, fines, and/or penalties imposed on Licensee, or any damages suffered by Licensee, in connection with Licensee’s acts and/or omissions or the Fan Site or its content.
  9. Licensor may terminate a Licensee’s right to use the Licensed Properties as set forth in this Policy if a Licensee fails to rectify its breach of this Policy within thirty (30) days of the date of Licensor’s notice of the breach.
  10. Notwithstanding Section 9, any of the following acts and/or omissions by Licensee shall constitute an incurable breach entitling Licensor to immediately terminate Licensee’s license grant without prior notice:
    - a. Licensee uses the Licensed Properties in a manner that Licensor deems to be violent, obscene, unlawful, or for the purpose of encouraging unlawful activities;
    - b. Licensee breaches this Policy more than once;
    - c. Licensee breaches Section 2.1;
    - d. There is a change in ownership and/or control of the Fan Site not approved by Licensor in writing; or
    - e. Any information provided by Licensee to Licensor is inaccurate or untruthful.

11. Licensor may modify the terms of this Policy upon posting notice of such modifications at <http://www.van-halen.com/newsite/notify.html> ("Notification Site") at least thirty (30) days before such modifications become effective. It is Licensee's sole obligation to routinely visit the Notification Site to learn of modifications and how they may impact your use of the Licensed Properties. In its sole discretion, Licensee may also notify you of Policy modifications via email.
12. It is Licensee's sole obligation to ensure that Licensor has valid and current contact information for Licensee. If Licensee fails to provide contact information to Licensor, or fails to notify Licensor of any changes thereto, Licensee waives all rights to notices as specified in this Policy.
13. All communications from Licensee to Licensor shall be directed to the following:
  - a. Email: [licensing\\_administrator@van-halen.com](mailto:licensing_administrator@van-halen.com) or
  - b. Post: Attn: Licensing Administrator  
PO Box 192  
Lagunitas, CA 94938
14. General: Licensor shall be entitled to pursue all available legal remedies against Licensee for any uncured (after notice and cure period) or incurable breach committed by Licensee, its employees or agents. No failure of either party to exercise or enforce any of its rights under the Policy will act as a waiver of such rights, nor will a failure by either party to enforce any provision of the Policy be deemed a waiver of future enforcement of that or any other provision. The Policy and the performance of the parties under the Policy shall be governed by and construed in accordance with applicable law of the State of California, U.S.A., excluding its conflicts of laws provisions, and the parties agree to the exclusive jurisdiction to the courts sitting in the County of Los Angeles in California. This Policy contains the entire agreement between the parties relating to the subject matter hereof, can only be modified in writing signed by the parties (except as indicated above), and all prior proposals, discussions or writings relating to the subject matter hereof are superseded hereby. Notwithstanding the foregoing, if you are a party to a settlement agreement concerning your unauthorized use of any of the Licensed Properties, the terms of that agreement shall control in the event of any conflict between that agreement and this Policy.
15. If you do not accept the terms of this Policy, you may not exhibit or otherwise use any of the Licensed Properties in any manner. By exhibiting any of the Licensed Properties on your Fan Site after May 31, 2002, you indicate your assent to this Policy. You may also confirm your assent by mailing to Licensor an original hard copy of this Policy, signed and dated by you (see below). For Licensees that provide such written confirmation by June 15, 2002, satisfy the terms of this Policy, and are not subject to another agreement with the owner of the Licensed Properties, Licensor shall provide a written waiver of any and all claims against Licensee of which Licensor was aware prior to May 13, 2002.

"I accept and agree to the terms of the Policy set forth above."

Date: \_\_\_\_\_, 2002

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fan Site URL: \_\_\_\_\_

