COVENANT NOT TO SUE

This Covenant Not to Sue ("Covenant") is made by the Dallas County Historical Foundation, d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit educational and charitable corporation with its principal place of business at 411 Elm Street, Dallas, Texas 75202 ("Museum") for the benefit of the Forum on Open Access to Government Records, Inc., a Texas corporation with its primary address in Dallas, Texas ("Forum Government"), and is effective as of August 1, 2026 ("Effective Date").

WHEREAS, the Museum is a Texas non-profit educational and charitable corporation that operates The Sixth Floor Museum at Dealey Plaza in Dallas, Texas;

WHEREAS, the Forum Government is a Texas corporation, which filed on August 1, 2025, a Complaint in *Forum on Open Access to Government Records Inc. v. Dallas County Historical Foundation, d/b/a The Sixth Floor Museum at Dealey Plaza, and National Archives and Records Administration*, Civil Action No. 3:25-CV-2034-B, in the United States District Court for the Northern District of Texas, Dallas Division ("Lawsuit");

WHEREAS, the Complaint included various causes of action against the Museum relating to the Museum's copyrights in the 8mm motion picture filmed by Abraham Zapruder on November 22, 1963, in Dealey Plaza, Dallas, Texas, depicting the presidential motorcade and assassination of President John F. Kennedy ("Zapruder Film");

WHEREAS, the Complaint stated that, among other things, the Forum published a book written by its attorney, Mark L. Javitch, entitled *SCAM: The Zapruder Copyright*, published by or on behalf of the Forum on or about May 6, 2025, including all current or previous editions, printings, and formats thereof in existence as of the Effective Date ("Book") and operates the websites ZapruderFilm.com and ZapruderShrugged.com (collectively, the "Websites");

WHEREAS, the Museum has previously granted the Forum on Open Access to Public Records Inc. ("Forum Public"), which is an entity represented by the same counsel representing the Forum Government in the Lawsuit, a license covering the scope of the Forum Public's use of the Museum's copyright in frame 188 of the Zapruder Film. See p. 10 of Doc. 27 filed on January 9, 2025 in the lawsuit filed by Forum Public ("2025 *Gratis* Grant of Non-Exclusive License");

WHEREAS, the Museum filed a Motion to Dismiss and Brief in Support (Docs. 18 & 19) in the Lawsuit on September 4, 2025, seeking dismissal with prejudice under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) on the grounds, *inter alia*, that the Forum Government lacked standing, had failed to present an actual controversy, and had failed to state a claim upon which relief could be granted;

WHEREAS, on August 5, 2026, the United States District Court for the Northern District of Texas, Dallas Division issued Memorandum Opinion and Order (Doc. 32) in the Lawsuit, dismissing with prejudice the Forum Government's sixth cause of action (Copyright Invalidity, Unenforceability, and Non-Infringement for Merger of Idea and Expression) against the Museum, and dismissed without prejudice the first (Copyright Invalidity, Unenforceability, and Non-Infringement for Lack of Originality), third (Copyright Invalidity, Unenforceability, and Non-Infringement for Fraud on the Copyright Office), fifth (Copyright Invalidity, Unenforceability, and

Non-Infringement based on the Museum Never Obtained the Copyright), and seventh (Copyright Invalidity, Unenforceability, and Non-Infringement for Copyright to Suppress Facts) causes of action against the Museum;

WHEREAS, on August 19, 2026, the Forum Government filed a First Amended Complaint (Doc. 37) ("Amended Complaint") in the Current Action, asserting eight causes of action seeking declaratory judgments of: (1) Non-Infringement, Waiver of Frames 207-212 (Against the Museum); (2) Copyright Invalidity, Fraud on the Copyright Office (Against the Museum); (3) Non-Infringement, Waiver and Abandonment of the Entire Copyright (Against the Museum); (4) Non-Infringement, The Museum Never Obtained the Registrations Covering the Published Frames (Against the Museum); (5) Expiration and Public Domain for Failure to Timely Renew (Against the Museum); (6) Non-Infringement based on the Museum's Copyright Does Not Reach the Frames in SCAM (Against the Museum); (7) Fair Use—and an eighth cause of action against NARA under the Freedom of Information Act (Against the Museum); and (8) Violation of FOIA, Failure to Affirmatively Disclose Frequently Requested Records (Against NARA).

WHEREAS, the Forum Government's Amended Complaint sought, among other things, a declaration that the Book does not infringe the Museum's Copyrights (See Amended Complaint, Request for Relief ¶ G) and that the Museum's Copyrights are invalid or unenforceable (See Amended Complaint, Request for Relief ¶¶ A-F); and

WHEREAS, the Museum executes this Covenant in the interest of resolving the Lawsuit and solely to avoid the expense of continuing the Lawsuit.

NOW, THEREFORE, the Museum hereby covenants as follows:

COVENANT AND GRATIS NON-EXCLUSIVE LICENSE

The Museum, on behalf of itself and any related or affiliated entity, licensee, or assign and any person or entity claiming to be in privity of contract with the Museum; and any predecessor, successor, director, officer, employee, agent, distributor, attorney, or representative of any of them, hereby unconditionally and irrevocably covenant to refrain from making any claim or demand, or from commencing, causing, or permitting to be prosecuted any action in law or equity (collectively, "Claim) for infringement of the Museum's copyrights in the Zapruder Film, regardless of whether said Claim for copyright infringement accrues before, on, or after the Effective Date relating to the Book and the Websites as they currently exist and any other existing activities of the Forum mentioned in the Amended Complaint ("Activities"), against: (1) Forum Public and Forum Government; and (2) any predecessor, successor, director, officer, employee, agent, distributor, attorney, partner, member, shareholder or representative of either Forum Public or Forum Government, and any agent, vendee, assign, independent contract manufacturer, or person or entity claiming to be in privity of contract with either Forum Public or Forum Government. The individuals and entities identified in (1) and (2) are collectively referred to as "Covered Parties."

The Museum intends to be legally bound by this Covenant without requiring the assent, acceptance, or any performance obligation on the part of any of the Covered Entities.

For the avoidance of doubt, the Museum unconditionally and irrevocably covenants to refrain from making any claim or demand against the Covered Entities on account of any possible cause of action based on or involving copyright infringement relating to the Museum's copyrights in the Zapruder Film based on the Activities and any colorable imitations thereof, regardless of whether same occurs before or after the Effective Date of this Covenant.

The Museum expressly states that this Covenant is not, and should not be construed to be, an admission by the Museum as to any allegations in the Lawsuit, including the Amended Complaint, or any admission concerning the Museum's copyrights in the Zapruder Film, which shall remain valid and enforceable against any person or entity not covered by this Covenant.

The Museum further hereby withdraws any objection from the Museum to any request to NARA from the Forum Public or from the Forum Government to obtain from NARA a single copy of the Zapruder Film to which the Museum holds a copyright and which is in the possession of NARA, pursuant to the procedures established by NARA solely for the purpose of research and commentary.

The term of this Covenant shall extend through the life of the Museum's copyrights in the Zapruder Film and any extensions thereof.

IN WITNESS THEREOF, the Museum has, by and through its authorized representative, executed this Covenant as of the Effective Date.

DALLAS COUNTY HISTORICAL FOUNDATION,
d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

Nicola Longford
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By: Nicola Longford, Chief Executive Officer

Date: 10.02.2026