



## NON-EXCLUSIVE DIGITAL RIGHTS DISTRIBUTION AGREEMENT

This Agreement (the “Agreement”) is made as of \_\_\_\_\_ (the “Agreement Date”)  
by and between *All Hawaii TV LLC* (the “Licensee”) and \_\_\_\_\_ (the “Licensor”).

Subject to timely payment of all monies due Licensor and Licensee’s due performance of all other terms of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor, the specified content according to the terms of this Agreement. The parties agree that if it is mutually decided by them, that additional content provided by the Licensor may be included under the terms of this Agreement without the need to construct another Agreement, and that the Licensee may list this additional content on *Attachment A* of this Agreement. Any special notes associated with this Agreement shall also be listed on *Attachment A*. All parts of this Agreement will be interpreted together to form one Agreement.

### BACKGROUND

*All Hawaii TV* (allhawaii.tv), a property of the Licensee, is a public Roku TV channel (roku.com), which displays content (including streaming video)<sup>1</sup> related to Hawaii. It includes content that is about Hawaii, or is produced in Hawaii, or is of any subject matter that is produced by a resident, or former resident, of Hawaii. The Licensee seeks out content providers for which this Agreement serves to delineate all rights. At present, *All Hawaii TV* is available throughout the USA, along with Argentina, Canada, Chile, Colombia, Costa Rica, El Salvador, France, Guatemala, Honduras, Ireland, Mexico, Nicaragua, Panama, Peru, and the United Kingdom. It promises to expand to more international areas as Roku continues to expand its territories of accessibility.

### DEAL TERMS

#### I. Basic License Terms

- A. Content:
- B. No Cost: There is no charge to the Licensor for providing content to *All Hawaii TV*.
- C. Monetization (make mark): Licensor ( [ ] desires [ ] declines) content to generate revenue.<sup>2</sup>
- D. Territories: Worldwide to all areas provided by Roku (see places in *BACKGROUND* above).
- E. Term: Open Ended.
- F. License Fee: Payable according to section *IV. Financial Terms*.
- G. Authorized Language: English.

<sup>1</sup> *All Hawaii TV* is also able to present non-video content (e.g. audio, photos, text).

<sup>2</sup> If Licensor declines monetization, then all choices under *II. Licensed Rights Terms* should be marked “N/A”.

- H. Non-Exclusive & Non-Binding: While on *All Hawaii TV*, the Licensor is free to use their content in any other fashion with any other party. Both the Licensee and the Licensor may remove the content at any time for any reason upon written notice (includes email) to the other party.
- I. Materials Delivery Method: Suitable to the Licensor and agreed to by the Licensee.<sup>3</sup>
- J. Licensor warrants that the content and all related marketing materials are the property of the Licensor, or that the Licensor has the right to distribute said content and marketing materials.
- K. Licensor further warrants that the content does not and will not:
  - 1. Infringe upon or violate any copyright, trademark, trade name, trade secret, or patent.
  - 2. Infringe upon the moral, literary, artistic, dramatic, or contract right of any third party.
  - 3. Infringe upon the right of privacy or publicity, or constitute a libel or slander, of any person.
  - 4. Violate any applicable law, statute, ordinance or regulation.
- L. Licensor lastly warrants that he/she has not been charged or threatened with infringement or violation of any intellectual property or other right of any person or entity in connection with the content; and further holds the Licensee harmless against any actions taken by the Licensor having not obtained sufficient clearance for the content.

**II. Licensed Rights Terms**

A right to distribute the content described in this Agreement in the monetization manner so indicated below is licensed to the Licensee if it is expressly so designated by a mark of the Licensor in a “Yes” box.<sup>4</sup>

- A. AVOD (Advertising Video On Demand)             Yes             No             N/A
- B. SVOD (Subscription Video On Demand)         Yes             No             N/A
- C. TVOD (Transactional Video On Demand)        Yes             No             N/A

**III. Video On Demand Defined**

AVOD has commercial advertisements that play with the content. Accessing Roku itself, for example, is an AVOD system. The viewer does not have to pay anything except to buy a streaming device. SVOD is when a viewer pays a subscription fee for a period of time in order to watch content. Amazon Prime is an example of this. TVOD is when a viewer purchases content. Buying or renting a video on iTunes is an example of TVOD. *All Hawaii TV* receives a share of revenue earned through these monetized methods.

**IV. Financial Terms**

For AVOD monetization, the Licensor will receive 50% of the content’s sales revenue collected by the Licensee after a deduction of 10%.<sup>5</sup> For SVOD and TVOD the percentage shares for all subscription fees (SVOD) and content sales (TVOD) due to the Licensor and Licensee shall be described in *Attachment A*. Roku TV pays channels when its revenue reaches \$100. Barons Media, the advertising servicer used by *All Hawaii TV*, pays whatever is earned monthly. In all cases, payment is made as follows:

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<sup>3</sup> The Licensee can create a Dropbox folder and share it with the Licensor if so desired.

<sup>4</sup> For non-video content these choices still apply, i.e. the content provider can choose advertising, subscription, or transaction, for their method of monetization.

<sup>5</sup> This deduction helps to offset income and sales taxes that eventually needs to be paid by the Licensee.

- A. Licensee shall pay Licensor within 30 days of receipt of funds from Roku provided what is owed to the Licensor is at least \$20.00.
- B. If the amount is not at least \$20.00, Licensee may withhold payment until the next payout distribution when the amount owed to the Licensor is subsequently at least \$20.00.
- C. That in the event of either party terminating this Agreement, all monies earned to date by the Licensor, regardless of amount, will be paid to the Licensor by the Licensee within 30 days.

**V. Ad Scheduling Terms**

Ads, when scheduled, as a general rule, shall appear according to the following guidelines.<sup>6</sup>

- A. Ads will be scheduled for display before the content begins (pre-rolls).
- B. Ads will be scheduled for display during the playing of the content (mid-rolls).<sup>7</sup>
- C. Ads will be scheduled for display at the end of the content (post-rolls).

**VI. Delivery Terms<sup>8</sup>**

- A. Content must be in digital format.
- B. Content poster must be in digital format.
- C. Content information (e.g. metadata for movie = title, logline, 1 director, 3 cast members).

**CERTIFICATION**

IN WITNESS WHEREOF, Licensee and Licensor have executed this Agreement as of the Agreement Date to constitute a contract between them.

Party:	LICENSEE	Party:	LICENSOR
Sign:		Sign:	
Print:		Print:	
Title:		Title:	
Email:		Email:	

REVISED: 12/10/18

<sup>6</sup> These guidelines largely pertain to AVOD content. SVOD and TVOD content may not necessarily have ads play in the manner described or at all. These guidelines are also subject to Roku play requirements which stipulate that a minimum number of minutes of viewer watch time needs to accumulate before ads are aired, as well as the ability of the ad servicer for *All Hawaii TV*, Barons Media (baronsmedia.com), to effectively fill each ad slot.

<sup>7</sup> Licensee shall decide the appropriate placing of mid-roll ads, if at all, based on the creative nature of the content.

<sup>8</sup> If the content is not in digital form the Licensee can convert most video formats (e.g. DVDs, VHS tapes, etc.) into a digital format if the Licensor so desires. The Licensee can also create a poster (generally from a still shot of the movie) as well as complete all metadata information if the Licensor so desires.

## Attachment A