



DIGITAL RIGHTS DISTRIBUTION AGREEMENT

This Agreement is made as of _____ by and between the Licensee, All Hawaii TV (hereafter known as "AHTV"), and _____ (hereafter known as "Licensor").

Subject to the due performance of all terms of this Agreement, Licensor grants to AHTV and AHTV 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 after the signing of this Agreement, may be included under this Agreement by listing all additions on the *Content Evaluation Worksheet* without the need to sign another Agreement. All parts of this Agreement will be interpreted together to form one Agreement. If there are revisions or adjustments associated with this Agreement it shall be listed under *Added Terms* and shall be part of this Agreement. In cases where the *Added Terms* serves to correct, or to revise, or goes contrary to other portions of this Agreement, the *Added Terms* described shall supersede all applicable terms listed in this Agreement.

BACKGROUND & INFORMATION

AHTV is a public Roku TV channel that provides content related to Hawaii. It displays programs and information that are the property of content providers, who, depending on their reasons for participating, can participate for free and also participate in revenue sharing. Content on the channel meets at least one of the following criteria: is about Hawaii; is produced in Hawaii; is produced by a resident (or former resident) of Hawaii; or is intended for a Hawaii audience. At present, AHTV is accessible 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, and promises to expand to more international areas as Roku continues to expand its global reach.

Roku

Roku is a series of online media players manufactured by Roku, Inc., a publicly traded company (stock symbol ROKU), that distributes streaming media.¹ The name comes from the Japanese word for "six" because it was the sixth company that founder Anthony Wood started. Roku provides over-the-top content² in the form of channels and utilizes streaming devices which receive data (the video stream) via a wired or Wi-Fi connection from an Internet router. Roku streams content via streaming players that connect to a TV or Roku TVs that have the streaming experience built in. Roku users have access to 500,000+ movies and TV episodes from free and paid channels, along with numerous public streaming channels like AHTV. Because users only pay for the streaming player or TV to access its main menu, Roku is considered a much more cost-effective way to watch television. For more information see roku.com.

¹ Streaming is the way video and audio content is delivered over the Internet. It lets viewers watch what they want, when they want to, and not have to wait for a download to finish, a DVR to record, or the show to air.

² Over the top (OTT) is a term used to refer to content providers that distribute streaming media as a standalone product directly to viewers over the Internet, bypassing telecommunications, multichannel television, and broadcast television platforms that traditionally act as a controller or distributor of such content.

Video On Demand (VOD)

VOD allows users to select and watch and listen to video or audio content such as movies, TV shows, and songs whenever they choose, rather than at a scheduled broadcast time, which was the method used for over-the-air programming during the 20th century. AHTV can air content in all forms of VOD. Though VOD is how programming is displayed, content is not limited to just video and audio alone. AHTV can upload other digital media such as photos and text. There are three types of VOD:

- 1) AVOD (Advertising VOD): AVOD viewers watch content for free while commercial ads air. These ads turn into income for affected parties. The Roku channel itself is an example of AVOD.
- 2) TVOD (Transactional VOD): TVOD viewers must purchase their content. These transactions become income for affected parties. Buying or renting a song on iTunes is an example of TVOD.
- 3) SVOD (Subscription VOD): SVOD viewers pay for a period to watch their content. These subscriptions become income for affected parties. An annual fee for Amazon Prime is an example of SVOD.

Content Providers

Licensors fall into four categories of content providers who have different purposes for participating:

- 1) ADVERTISE: Those who provide content to advertise to the public. This includes Hawaii businesses and organizations who promote their services to the AHTV audience.³
- 2) ENTERTAIN: Those who provide content to entertain the public. This includes Hawaii filmmakers, singers, actors, etc. who showcase their talent and creative works to the AHTV audience.
- 3) SHARE: Those who provide content to share with the public. This includes those who own content of a Hawaii activity, event, or pastime, etc., which is deemed of interest to the AHTV audience.
- 4) PRESERVE: Those who provide content they wish to display on TV for their own personal viewing. This includes all Hawaii residents who control the accessibility for the AHTV audience.⁴

DEAL TERMS

These are the deal terms between AHTV and the Licensor. Additions may be listed under *Added Terms*.

I. License Terms

- A. Content Title(s): See *Content Evaluation Worksheet*.⁵
- B. Term: Open Ended.
- C. Non-Exclusive: While on the AHTV channel, the Licensor can use their content in any other fashion with any other party at any time.

³ This also includes non-Hawaii companies whose services are directed to the Hawaii market.

⁴ Content providers who store personal content can elect to make their collection public or be password protected.

⁵ All titles are categorized by AHTV in terms of its content type and whether there are uploading fees required and whether the content is eligible for revenue sharing, and that these matters are described on the *Content Evaluation Worksheet*, which is a part of this agreement.

- D. Non-Binding: Both AHTV and the Licensor may remove the content at any time for any reason upon written notice (includes email) to the other party.
- E. Content Delivery: All content (e.g. video, audio, posters, photos, text, etc.) must be in digital format. AHTV will work with the Licensor to create and obtain all necessary materials, including all metadata (e.g. title, loglines, director, cast members, etc.), for channel upload. AHTV can convert DVDs, VHS tapes, hard copy data, etc., into a digital format if the Licensor desires.
- F. 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.
- G. Licensor 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; and 4) violate any applicable law, statute, ordinance or regulation.
- H. Licensor warrants that they have 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 AHTV harmless against any actions taken by the Licensor having not obtained sufficient clearance for the content.
- I. Licensor acknowledges that AHTV is not a cloud storage service for its content and, as such, will always maintain the original source material within their possession.
- J. AHTV has the right to refuse any content for any reason, and may assess a fee to Licensors (with Licensor approval) who desire to create a more expansive or customized site for their content.

II. Fees & Monetization

Licensors who participate for advertising, entertaining, and sharing purposes, do not have to pay anything to AHTV for their content to be on the channel. Licensors who participate for preservation purposes must pay an annual fee of \$40, which allows for up to 40 pieces of content per year (beyond incurs additional fees). Licensors who participate for advertising or preservation purposes are not eligible for revenue sharing. Content appears under an AVOD arrangement with all ad sales going to AHTV. Licensors who participate for entertaining or sharing purposes are eligible for revenue sharing under all VOD arrangements. AVOD ad sales are split 55% to AHTV and 45% to the Licensor. TVOD and SVOD income is split 25% to AHTV and 75% to the Licensor. Licensors can set the price for their content according to Roku guidelines. These provisions are also summarized below:

<u>ALL HAWAII TV – CHANNEL FEES & REVENUE SHARING</u>														
<u>CONTENT PURPOSE</u>	<u>AHTV SETUP</u>		<u>AVOD</u>				<u>TVOD</u>				<u>SVOD</u>			
	<u>FEES</u>	<u>AMT</u>	<u>AVAIL</u>	<u>REVENUE SHARING</u>			<u>AVAIL</u>	<u>REVENUE SHARING</u>			<u>AVAIL</u>	<u>REVENUE SHARING</u>		
				<u>AVAIL</u>	<u>AHTV</u>	<u>LICS</u>		<u>AVAIL</u>	<u>AHTV</u>	<u>LICS</u>		<u>AVAIL</u>	<u>AHTV</u>	<u>LICS</u>
ADVERTISE:	No	N/A	Yes	No	100%	0%	No	No	N/A	N/A	No	No	N/A	N/A
ENTERTAIN:	No	N/A	Yes	Yes	55%	45%	Yes	Yes	25%	75%	Yes	Yes	25%	75%
SHARE:	No	N/A	Yes	Yes	55%	45%	Yes	Yes	25%	75%	Yes	Yes	25%	75%
PRESERVE:	Yes	\$40	Yes	No	100%	0%	No	No	N/A	N/A	No	No	N/A	N/A

III. Ad Scheduling Terms

When AVOD is the mode of distributing content, AHTV shall schedule ads, as a general rule, according to the following guidelines, which are subject to Roku play requirements that may delay the actual displaying of ads until a minimum number of minutes are watched by viewers.

- A. Ads may be scheduled for display before the content begins (pre-rolls).
- B. Ads may be scheduled for display at the end of the content (post-rolls).
- C. Ads may be scheduled for display during the playing of the content (mid-rolls).⁶

IV. Payment Terms

If eligible for revenue sharing, the Licensor shall receive payment with the following understandings.

- A. Roku (including all associated 3rd party vendors) pays AHTV from its VOD content revenue when a minimum amount (generally \$100) is earned after first keeping a percentage (generally 20%).
- B. AHTV shall pay Licensor within 30 days of receipt of any funds, provided what is owed is at least \$20.00. If the amount is not at least \$20.00, AHTV withholds payment until it is at least \$20.00. 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 AHTV within 30 days.
- C. In the case of AVOD sales revenue, Roku does not maintain data of the exact amount of ad revenue derived from a specific content. Thus, AHTV shall use reasonable means to apportion to each content a proportionate amount of the revenue which reflects the views the content received in relation to the total views that all content received during the period in question.⁷

CERTIFICATION

Licensor and Licensee hereby execute this Agreement to constitute a contract between them.

Party:	ALL HAWAII TV (AHTV)	Party:	LICENSOR
Sign:		Sign:	
Print:		Print:	
Title:		Title:	
Email:		Email:	

⁶ AHTV shall decide the appropriate placing of mid-roll ads (if any) based on the creative nature of the content.

⁷ While not limited to such, reasonable means of apportioning shall utilize analytics supplied by Vimeo and Google.

CONTENT EVALUATION WORKSHEET

(Attach Additional Sheets As Needed)

TITLE(S):	
CRITERIA:	___ About HI ___ Produced in HI ___ By HI Resident ___ For HI Audience
PURPOSE:	___ Advertise (ADV) ___ Entertain (ENT) ___ Share (SHR) ___ Preserve (PRE)
UPLOADING COSTS:	___ No charge for ADV/ENT/SHR purposes ___ \$40 fee for PRE purpose.
REVENUE SHARING:	___ Eligible ___ Not Eligible (see "Fees & Monetization" for more info)
VOD CHOICE(S):	___ AVOD ___ TVOD ___ SVOD (see "Fees & Monetization" for more info)
TVOD/SVOD PRICE 1:	TVOD: _____ SVOD: _____ Period: _____
TVOD/SVOD PRICE 2:	TVOD: _____ SVOD: _____ Period: _____

TITLE(S):	
CRITERIA:	___ About HI ___ Produced in HI ___ By HI Resident ___ For HI Audience
PURPOSE:	___ Advertise (ADV) ___ Entertain (ENT) ___ Share (SHR) ___ Preserve (PRE)
UPLOADING COSTS:	___ No charge for ADV/ENT/SHR purposes ___ \$40 fee for PRE purpose.
REVENUE SHARING:	___ Eligible ___ Not Eligible (see "Fees & Monetization" for more info)
VOD CHOICE(S):	___ AVOD ___ TVOD ___ SVOD (see "Fees & Monetization" for more info)
TVOD/SVOD PRICE 1:	TVOD: _____ SVOD: _____ Period: _____
TVOD/SVOD PRICE 2:	TVOD: _____ SVOD: _____ Period: _____

TITLE(S):	
CRITERIA:	___ About HI ___ Produced in HI ___ By HI Resident ___ For HI Audience
PURPOSE:	___ Advertise (ADV) ___ Entertain (ENT) ___ Share (SHR) ___ Preserve (PRE)
UPLOADING COSTS:	___ No charge for ADV/ENT/SHR purposes ___ \$40 fee for PRE purpose.
REVENUE SHARING:	___ Eligible ___ Not Eligible (see "Fees & Monetization" for more info)
VOD CHOICE(S):	___ AVOD ___ TVOD ___ SVOD (see "Fees & Monetization" for more info)
TVOD/SVOD PRICE 1:	TVOD: _____ SVOD: _____ Period: _____
TVOD/SVOD PRICE 2:	TVOD: _____ SVOD: _____ Period: _____

<p>NOTES</p>

ADDED TERMS