

ROKU CHANNEL APPLICATION DISTRIBUTION LICENSE (FOR GAMES DEVELOPED ON MARMALADE PLATFORM)

The purpose of this Roku Channel Application Distribution License (For Games Developed on Marmalade Platform) ("**Agreement**") is to provide terms and conditions between Roku, Inc. ("**Roku**"), a Delaware corporation with a principal place of business at 12980 Saratoga Avenue, Ste. D, Saratoga, California 95070, and [REDACTED] ("**Developer**"), a [REDACTED], with a principal place of business at [REDACTED], related to Developer's development and Roku's distribution of one or more games for the Roku Platform that have been developed using the Marmalade platform. For purposes of the Developer Account for the Channel Application that is subject to this Agreement, Developer shall use the following email address: [REDACTED]. In order to (1) secure access to the necessary Marmalade development tools and (2) have the game(s) distributed via the Roku Platform, Developer must (a) create a Developer Account at www.roku.com/developer; (b) sign and submit to Roku this Agreement and a standard Roku Billing Agreement; and (c) accept the Marmalade End User Licence Agreement ("**Marmalade EULA**") at <http://www.madewithmarmalade.com/sites/all/themes/marmalade/MarmaladeEndUserLicenceAgreement.pdf>. For the purposes of Roku's distribution of games developed using the Marmalade platform, the terms of this Agreement supersede and replace any inconsistent or different terms in any other Roku Channel Developer Agreement accepted or signed by Developer.

Definitions

Whenever capitalized in this Agreement, the following terms and any other terms defined elsewhere in this Agreement shall have the specified meanings:

"APIs" means the Application Programming Interface(s) installed by Roku on the Player, access to and use of which is authorized only pursuant to the terms and conditions of this Agreement.

"Authorized Developers" means Developer and Developer's employees, contractors, and agents engaged in development of the Channel Application.

"Channel Application" means the software program developed by Developer using Marmalade developer tools for the Roku Platform to provide End Users the ability to download and play Developer's Marmalade game via their Players, which Channel Application shall be known and branded as "*[insert channel name]*".

"Channel Developer Site" means the website maintained by Roku for Authorized Developers at www.roku.com/developer.

"Channel Information" means Developer Trademarks, screen shots, images, artwork, icons and/or any other text, descriptions, representations or information describing the Channel Application and/or the Content that Developer makes available via the Channel Application and which may be displayed in the user interface of the Channel Store.

"Developer Account" means an account created by Developer at www.roku.com/developer.

"Developer Code" means original code developed by Developer for the Channel Application.

"Developer Trademarks" means all trademarks, logos, or brands incorporated into the Channel Application or otherwise provided to Roku by Developer, whether owned by Developer or licensed from third parties.

"Development Unit" means (1) the Player having the following Serial Number [REDACTED] and approved in advance by Roku as the unit on which Developer will develop and test the Channel Application and (2) such other Players identified by Developer and approved in advance by Roku, in its sole discretion, as additional Development Units.

“End User” means an end user of a Player in the Territory who has created a Roku Account and who is authorized to access the Channel Application.

“Grace Period” means the sixty (60) day period from Developer’s receipt of notice from Roku of a change in the Program Requirements.

“Player” means any hardware product that uses the Roku Platform to enable televisions and other devices to play digital content.

“Program” means the Roku Channel Developer Program.

“Program Requirements” means the technical, human interface, marketing and publicity requirements, and other criteria and requirements specified by Roku for channel applications, as they may be modified from time to time by Roku. The current version of the Program Requirements is available at http://www.roku.com/docs/program_requirements.

“Roku Account” means an account created by an End User at www.roku.com.

“Roku Channel Store” or **“Channel Store”** means the on-screen menu provided by the Player which permits End Users to browse and install on their Player selected channel applications offered by Roku including the Channel Application.

“Roku Platform” means the firmware and software developed and/or provided by Roku to enable End Users to access the Channel Store in order to play digital content that is distributed over the internet or downloaded to a Player.

“Roku Trademarks” means all Roku owned trademarks, logos, designs and other designations or brands used by Roku in connection with the Player and the Channel Store.

“Roku Trademark Guidelines” means the guidelines available at http://www.roku.com/docs/trademark_policy as may be amended by Roku from time to time.

“Territory” means worldwide, unless otherwise specified by Developer here: .

“Term” means the period described in Section 14.

“Third Party Content” means any third party content that is distributed or displayed via the Channel Store and the Player.

1. Grant of Rights.

A. License to Developer. Subject to the terms and conditions of this Agreement, Roku hereby grants to Developer, during the Term, a limited, non-exclusive, revocable, royalty-free, fully paid-up, and non-transferable worldwide (except as set forth in Section 17A) license to:

i. access and use the Channel Developer Site to upload the Channel Application (if supported) in order for Roku to review and, if Roku accepts it, publish the Channel Application to the Channel Store to enable End Users to download the Channel Application;

ii. install on the Development Unit the Channel Application and access and perform the functionalities of the APIs on the Development Unit for the sole purpose of testing the Channel Application; and

iii. reproduce and display the Roku Trademarks in connection with any of Developer’s authorized advertising campaigns related to the availability of the Channel Application on the Player. Any

use of the Roku Trademarks will be in accordance with the Roku Trademark Guidelines and approved in writing by Roku. Roku may change the Roku Trademark Guidelines at any time, provided that Developer shall only be required to comply with such changes following reasonable written notice to Developer.

B. License to Roku. Developer hereby grants to Roku a non-exclusive, non-transferrable (except as set forth in Section 17A) royalty-free, fully paid-up license in the Territory during the Term to:

i. use, reproduce, and display the Channel Application for testing purposes and, if direct upload by Developer is not supported, upload the Channel Application to the Channel Store;

ii. use, reproduce, display, and distribute via the Channel Store the Channel Application and Channel Information;

iii. permit End Users to download the Channel Application and Channel Information to their Players;

iv. display excerpted portions of the Channel Information on the user interface of the Channel Store or in connection with the display of End User search results; and

v. reproduce and display the Developer Trademarks in connection with Roku's advertising and marketing purposes related to the Player and the Channel Application.

2. Delivery. Developer shall deliver to Roku, at Developer's sole cost and expense, the Channel Application and the Channel Information.

3. Developer Restrictions and Consents.

A. Developer agrees not to reverse engineer, reverse compile, decompile, disassemble (except as permitted by law) (1) the Roku Platform or (2) any Roku partner channel applications, content or services that may be accessed via the Roku Platform. To the extent reverse engineering is permitted by law, Roku and Developer agree to comply with all relevant terms of the Marmalade EULA and applicable law regarding reverse engineering.

B. Developer acknowledges that: (1) the Roku Platform, including but not limited to its firmware and APIs, is confidential and proprietary to Roku, and (2) the Roku Platform enables the distribution of proprietary Third Party Content that requires licenses or other permission from the Third Party Content provider for access. Developer may not appropriate, copy, or use the trade secrets or the proprietary content of the Roku Platform. Developer may not use the Roku Platform, either directly or through any Channel Application, to gain or to permit end users or other third parties to gain unauthorized access to Third Party Content.

C. Developer agrees that Roku may gather non-personally identifiable data on the usage of the Channel Application and share with third parties such usage data aggregated with data regarding other channel applications, provided that Roku agrees to maintain the specific, segregated data regarding the Channel Application confidential.

4. Program Requirements.

A. Developer agrees to comply with the Program Requirements. Roku may change the Program Requirements at any time. In order for the Channel Application to continue to be distributed by Roku following any such changes, Developer must accept and agree to the new Program Requirements within the Grace Period. If, within the Grace Period, Developer does not (1) agree to the new Program Requirements and (2) modify any existing non-compliant Channel Application to comply with the new Program Requirements, Roku may: (a) terminate this Agreement; (b) suspend or terminate Developer's Developer Account; and/or (c) remove Developer's non-compliant Channel Application from the Channel Developer Site, the Channel Store, and the Players of End Users who have downloaded it. Developer

agrees that Developer's acceptance of such new Program Requirements may be signified electronically, including without limitation, by Developer's checking a box or clicking on an "I Agree" or similar button.

B. Roku reserves the right to suspend or terminate all or part of the Program in its entirety.

5. Ownership. Roku owns, and will continue at all times to own all right, title and interest in and to the Roku Trademarks and the Roku Platform. As between the parties, Developer shall be the sole and exclusive owner of the Developer Trademarks, the Developer Code, and the Channel Information, and retains all rights thereto, except as expressly provided herein.

6. Channel Application and Channel Information Restrictions and Requirements; Rights to Code; Distribution Rights Disputes.

A. Subject to the Grace Period, the Channel Application and Channel Information must at all times comply with (i) the Marmalade EULA, (ii) all applicable terms and conditions of this Agreement, and (iii) all of the Program Requirements.

B. The Channel Application and Channel Information may not use any open source software in a manner that grants, or purports to grant, to any third party, any rights or immunities under intellectual property rights, including by using any open source software in a manner that requires, as a condition of use, that other software incorporated into, derived from or distributed with such open source software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) be redistributable at no charge or for a nominal charge.

C. Developer must own and, for so long as the Channel Application is available in the Channel Store or on any Player, continue to own all right, title, and interest in and to, or have an appropriate license that includes the right to sublicense, the Channel Information, the Developer Trademarks, and the Channel Application. If Developer has a license to any portion of the Channel Information, the Developer Trademarks, or the Channel Application, such license must include the rights granted herein, as well as the right to grant perpetual sublicenses to end users where applicable. Developer agrees to bear ultimate responsibility for any and all liability, losses, damages, claims, judgments, fines or penalties (including but not limited to attorneys' fees and expenses) incurred by Roku as a result of any and all disputes arising in any way or from any party over whether Developer has the necessary rights to distribute the Channel Application, the Developer Trademarks, or the Channel Information.

D. Developer may not, without prior written approval from Roku, offer a Channel Application with search functionalities across multiple Roku channel applications.

E. Developer may not use the Channel Application, including its user interface, to collect personal information, including but not limited to email addresses, from End Users.

F. Developer agrees not to distribute, sell, deploy, sublicense, lease, rent, loan, give, assign, or transfer to third parties (including but not limited to Developer's contractors) any Marmalade Channel Application created for the Roku Platform, except for use with the Roku Platform and in accordance with the terms of this Agreement and the Marmalade EULA.

G. The performance and display of the Channel Application and the Channel Information may not infringe the copyright, patent, trademark, trade secret, or other intellectual property right of any third party, or constitute defamation, invasion of privacy, or the violation of any right of publicity or any other right of any party.

H. The Channel Application and Channel Information may not:

i. Be unlawful, harmful, threatening, harassing, defamatory, or invasive of another's privacy or right of publicity;

ii. Be encouraging of conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;

iii. Violate any federal, state, international, or any other child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct; or

iv. Contain forged headers or manipulated identifiers which disguise the origin of any content.

I. The Channel Application may not download or install executable code.

J. Developer must submit all changes and updates to the Channel Application to Roku for review and approval prior to publication.

K. Roku reserves the right to review the source code used in the Channel Application.

L. Developer is solely responsible for ensuring the security of the Channel Application. Roku shall have no responsibility or liability in the event that the Channel Application is hacked or compromised by third parties.

M. Developer must disclose Easter eggs and any other hidden functionality at the time of initial submission of the Channel Application to Roku and in connection with any changes thereto.

7. Revocation/Take Down Policy/ DMCA Procedures.

A. Developer agrees that Roku may: (1) cease distributing the Channel Application via the Channel Store, (2) revoke Developer's Authorized Developer status, and/or (3) remove the Channel Application from the Channel Developer Site and the Players of end users who have downloaded it, or (4) an applicable combination of the foregoing, if: (a) Roku has been notified or otherwise has reason to believe that the Channel Application, Channel Information, or Developer Trademarks violates, misappropriates, or infringes the rights of a third party; (b) Roku has reason to believe that the Channel Application contains any (i) disabling mechanism or protection feature designed to prevent its use including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb or (ii) any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any computer systems or any other software or hardware; (c) Roku has reason to believe that the Channel Application does not comply with the Program Requirements or the terms of this Agreement, including but not limited to the Channel Application and Channel Information Restrictions and Requirements of Section 6; (d) any information or documents provided by Developer to Roku are false or inaccurate; (e) any representation, warranty or certification provided by Developer to Roku in this Agreement or in connection with Developer's Developer Account is untrue or inaccurate; (f) Roku has been informed or determines in its sole discretion that the quality of video or other images in the Channel Application does not meet the Program Requirements or other reasonable quality standards established by Roku; (g) Roku is required by law, regulation or other governmental or court order to take such action; (h) Roku becomes aware of any circumstance enumerated in Paragraph 14B, below; (i) Developer's Marmalade EULA is terminated or expires; or (j) Roku has reason to believe that such action is prudent or necessary. Developer may not resubmit or re-enable under the same or a different Authorized Developer name a Channel Application that has been taken down by Roku.

B. DMCA Procedures. Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512, Roku has implemented procedures for receiving written notification of claimed copyright infringement, which are described at <http://www.roku.com/about/dmca>. Roku has also designated an agent to receive notices of claimed copyright infringement. Developer agrees to comply with such procedures in the event that a DMCA claim is initiated by a third party.

8. Warranties and Representations.

A. Developer warrants, represents and agrees that:

i. The signatory to this Agreement has the right and authority to enter into this Agreement and to legally bind Developer to the terms and obligations of this Agreement;

ii. Developer will fulfill Developer's obligations under this Agreement and Developer agrees to monitor and be responsible for the Authorized Developers' access to the Roku Platform and their compliance with the terms of this Agreement;

iii. Developer will be solely responsible for all costs, expenses, taxes, losses and liabilities incurred, and activities undertaken by Developer and the Authorized Developers in connection with the Program, the Channel Application (whether or not the Channel Application is accepted by Roku), and the Channel Information, including but not limited to, any related development effort, network and server equipment, and Internet services, as well as all royalties, ASCAP license fees, public performance fees, music synchronization license fees, guild fees and residuals related to the Channel Application, and the costs associated with any other hardware, software or services used by Developer in connection with the development of the Channel Application;

iv. The Channel Application will be subject at all times to a privacy policy that complies with all applicable legal requirements;

v. Developer will not act in any manner that conflicts or interferes with any existing commitment or obligation Developer may have, and no agreement previously entered into by Developer will interfere with Developer's performance of Developer's obligations under this Agreement;

vi. No portion of the Channel Application contains or will contain (i) any disabling mechanism or protection feature designed to prevent its use including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb or (ii) any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any computer systems or any other software or hardware;

vii. All Channel Information, Developer Code, and Developer Trademarks are owned by Developer or subject to licenses or clearances from the owner(s) of the same which include all rights necessary for Roku and End Users to exercise the rights set forth in Section 1B;

viii. Subject to the Grace Period, the Channel Application and the Channel Information will comply at all times with the Channel Application and Channel Information Restrictions and Requirements of this Agreement, the Marmalade EULA, and the Program Requirements; and

ix. All information provided by Developer in connection with Developer's Developer Account is and will at all times be truthful, complete, accurate and up to date, and include a current email address.

x. Developer's receipt and/or disclosure of any End User information will comply at all times with applicable laws. Without limiting the foregoing, Developer has and will maintain all legally required consents to receive and/or disclose End User information.

B. Roku warrants, represents and agrees that:

i. The signatory to this Agreement has the right and authority to legally bind Roku to the terms and obligations of this Agreement;

ii. Roku will not act in any manner that conflicts or interferes with any existing commitment or obligation Roku may have, and no agreement previously entered into by Roku will interfere with Roku's performance of its obligations under this Agreement; and

iii. Roku has the ability and capacity to enter into and perform its covenants and agreements set forth in this Agreement and has obtained any and all necessary rights and approvals, including without limitation, any necessary licenses or rights to provide the Roku Platform, the Roku Trademarks and the services contemplated by this Agreement.

9. Independent Development/Competitive Channels. Except as otherwise set forth in Sections 5 and 17H and any other terms governing license rights, nothing in this Agreement will impair Roku's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with the Channel Application or any other products, services or technologies that Developer may develop, produce, market, or distribute.

10. Fees, Revenue Share, Billing Services. Developer will charge a fee to End Users for the right to access and/or download the Channel Application on the Roku Platform. Roku shall bill, process, and collect such fees, and retain a revenue share in consideration for the same, pursuant to the terms and conditions of the Roku Billing Agreement executed by Developer.

11. Limitations on Roku's Obligations/Disclaimers.

A. No Support. Roku will not provide End Users with any form of support for the Channel Application. Roku shall be solely responsible for providing support, maintenance and customer service with respect to the functionalities of the Player itself (as provided in the Player warranty statement), the Channel Store and any Roku Account. Developer is solely responsible for providing end user support and any other technical assistance for the Channel Application. Roku may redirect users and potential users of the Channel Application to the email address provided on Developer's Developer Account for purposes of answering inquiries and support questions related to the Channel Application.

B. Enforcement of Restrictions on Distribution or Viewing. Developer shall have sole responsibility for enforcing any restrictions, including without limitation licensing, privacy, geographic or minimum age restrictions related to the Channel Application, via end user agreements, end user subscription restrictions, geo-filtering, or other means that are adequate to fully comply with any such restrictions or limitations. If Developer offers any Channel Application with age restrictions, Developer must include an age verification screen in the process for an End User to access the Channel Application.

C. No Responsibility for Misappropriation of Channel Application. Roku shall have no responsibility or liability for any end user or third party misappropriation of the Channel Application. If Developer becomes aware of any such misappropriation, Roku will provide reasonable assistance in any investigation.

12. Marketing Efforts. The parties will agree in writing on their respective marketing commitments, if any, for promoting the Channel Application.

13. Indemnification.

A. To the fullest extent permitted by law, Developer agrees to indemnify, defend and hold harmless Roku, its directors, officers, employees, independent contractors and agents (each a "Roku Indemnified Party") from any and all third party claims, losses, liabilities, damages, expenses and costs (including without limitation outside attorneys' fees and court costs) (collectively "Losses") incurred by any Roku Indemnified Party as a result of: (i) Developer's breach of any terms, certification, covenant, representation or warranty applicable to Roku and made by Developer in this Agreement or the Marmalade EULA; (ii) any claims that any Channel Application enables piracy of Third Party Content, bypassing of a subscription or any type of fee-based access requirement, hacking/cracking or other illegal or disruptive activities on any Roku device; (iii) Developer's breach of any certification, covenant, representation or warranty made by Developer in this Agreement; (iv) any claims that the Channel Application, the Developer Trademarks, or the Channel Information violate or infringe any third party intellectual property or proprietary rights; (v) any End User non-compliance with geographical, age-related

or other restrictions on the distribution, viewing or use of the Channel Application; (vi) any claims concerning Developer's receipt, collection, storage, use or release of End User information; or (vii) any other claim related to or arising from Developer's access to the Roku Platform or Developer's Channel Application(s) for the Roku Platform.

B. Roku agrees to indemnify, defend, and hold harmless Developer and its directors, officers, employees, independent contractors and agents (each a "Developer Indemnified Party") from and against any and all Losses arising from any claim that: (i) the Roku Platform, the Player, or the Roku Trademarks violate or infringe any third party intellectual property or proprietary rights or (ii) any breach by Roku of any certification, covenant, representation or warranty made by Roku in this Agreement. Notwithstanding anything to the contrary in the foregoing, Roku shall not be obligated under this provision to indemnify any Developer Indemnified Party where the infringement claim (a) arises from Developer's continued use of any allegedly infringing material or technology after Roku has notified Developer of the alleged infringement or (b) arises from Developer's unauthorized use of or access to the Roku Platform.

C. If a Roku Indemnified Party or a Developer Indemnified Party (each, an "Indemnified Party") is entitled to indemnification under this Section 13, the Indemnified Party will give the other party (an "Indemnifying Party") prompt written notice of all claims (provided, however, that any delay in notification will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent that the delay impairs its ability to defend) and cooperate reasonably with the Indemnifying Party, at the Indemnifying Party's expense, in connection with the defense and settlement of the claims. The Indemnifying Party will, at its own expense, have sole control of the defense or settlement of the claims; provided, however, that in settling any claim, the Indemnifying Party will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by or the imposition of any obligation upon the Indemnified Party without the prior written approval of the Indemnified Party. The Indemnified Party will have the right to participate fully, at its own expense and with counsel of its own choosing, in the defense of any claim.

14. Term and Termination.

A. Term. The Term of this Agreement will commence upon the Effective Date and will continue for a term of one (1) year, automatically renewing for successive one year terms unless (1) either party gives the other party written notice of non-renewal at least thirty (30) days prior to the renewal date or (2) this Agreement is otherwise terminated under this Section 14.

B. Termination by Roku. In addition to any other termination rights Roku may have under this Agreement, Roku may terminate this Agreement and all rights and licenses granted hereunder immediately upon written notice to Developer:

i. if Developer or any of the Authorized Developers fail to comply with any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after notice of such breach;

ii. if Developer's Authorized Developer status is revoked by Roku;

iii. if Developer, at any time during the Term, commences any legal action against Roku;

iv. if Developer becomes insolvent, fails to pay Developer's debts when due, dissolves or ceases to do business, files for bankruptcy, or has filed against it a petition in bankruptcy;

v. if Developer engages, or encourages others to engage, in any fraudulent, improper, unlawful or dishonest act relating to this Agreement or the Program, including, but not limited to, embezzlement, alteration or falsification of documents, theft, inappropriate use of computer systems, bribery, or other misrepresentation of facts;

vi. if Developer ceases to offer, or loses its right to offer, all or any part of the Channel

Application; or

vii. if Developer refuses or fails to accept any new Program Requirements as described in Paragraph 4A.

Roku will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Roku may have, now or in the future.

C. Termination by Developer. In addition to any other rights Developer may have under this Agreement, Developer may terminate this Agreement and all rights and licenses granted hereunder immediately upon written notice to Roku:

- i. if Roku or any of its subcontractors or agents fail to comply with any material term or condition of this Agreement and fail to cure such breach within thirty (30) days after notice of such breach;
- ii. if Roku becomes insolvent, fails to pay Roku's debts when due, dissolves or ceases to do business, files for bankruptcy, or has filed against it a petition in bankruptcy; or
- iii. if Developer ceases to offer or loses its right to offer the Channel Application to End Users.

D. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Developer's Authorized Developer status, the Channel Application, the Developer Account, Developer's participation in the Program, and any marketing efforts of either party with respect to the Channel Application will terminate immediately. Developer agrees to immediately cease all use of, and to delete and destroy all copies, full or partial, of the Documentation and any information pertaining to the Program. Roku will remove the Channel Application from the Authorized Developer Site and the Channel Store within three (3) business days of termination and may remove the Channel Application from Players onto which it has been downloaded. Roku shall return to Developer, or at Developer's direction destroy, all Confidential Information of Developer in Roku's possession or under Roku's control. Roku reserves the right to retain archival copies of the Channel Application and the Channel Information, which will be maintained in accordance with Roku's standard business practices or as required to be maintained by applicable law, rule or regulation (and Roku shall not have the right to use, display, exhibit or exploit such archival copies or any portions thereof). The following provisions shall survive any expiration or termination of this Agreement: the last sentence of paragraph 6C, the last sentence of paragraph 7A, and all of Sections 5, 8, 9, 10 (to the extent of any outstanding obligations), 11, 13, 14D, 15, 16, and 17. For the avoidance of doubt, upon any termination or expiration of this Agreement, Developer may not make available any content, functionality, or services through the use of the Channel Application, the Channel Store, or any Player. Termination of this Agreement will be without prejudice to any other right or remedy either party may have, now or in the future. No termination or expiration of this Agreement shall relieve either party for payment obligations or any liability for breach of, or liability accruing under, this Agreement prior to termination.

15. Warranty Disclaimers.

A. IN NO EVENT WILL ROKU OR ITS LICENSORS BE LIABLE FOR ANY ADVERSE CONSEQUENCES OR DAMAGES ARISING OR RESULTING FROM ANY INACCURACIES OR ERRORS IN THE ROKU PLATFORM OR IN ANY INFORMATION OR DOCUMENTATION PROVIDED IN CONNECTION THEREWITH. ROKU MAKES NO REPRESENTATION OR WARRANTY TO ANYONE CONCERNING THE AVAILABILITY OR SERVICE LEVEL OF THE CHANNEL STORE OR TO DEVELOPER CONCERNING THE FUNCTIONALITY OR RELIABILITY OF ANY PLAYER. DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE ROKU PLATFORM AND PARTICIPATION IN THE PROGRAM AND, IF APPLICABLE, THE CHANNEL STORE, ARE AT DEVELOPER'S SOLE RISK AND EXPENSE, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH DEVELOPER. THE ROKU PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT

WARRANTY OF ANY KIND, AND ROKU HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ROKU DOES NOT WARRANT THAT THE ROKU PLATFORM WILL MEET DEVELOPER'S REQUIREMENTS; THAT THE OPERATION OF THE CHANNEL STORE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT DEFECTS OR ERRORS IN THE ROKU PLATFORM WILL BE CORRECTED; OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE CHANNEL STORE, THE PLAYER, OR ANY ROKU PRODUCT OR SERVICE WILL NOT BE LOST, CORRUPTED OR DAMAGED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROKU OR A ROKU AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE ROKU PLATFORM PROVE DEFECTIVE OR ERRONEOUS, DEVELOPER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF THE CHANNEL APPLICATION.

B. ROKU RESERVES THE RIGHT TO SUSPEND OR TERMINATE THE CHANNEL STORE, AND IN NO EVENT WILL ROKU OR ITS LICENSORS BE LIABLE FOR ANY ADVERSE CONSEQUENCES OR DAMAGES ARISING FROM OR RESULTING FROM ANY SUCH SUSPENSION. DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN THE CHANNEL STORE PROGRAM IS AT ITS SOLE RISK.

C. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A PARTY OR THAT PARTY'S AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

16. LIMITATION OF LIABILITY. EXCEPT FOR DEVELOPER'S OBLIGATIONS IN PARAGRAPHS 6C, 8A(vi), AND 17.H, AND EITHER PARTY'S OBLIGATIONS TO PAY ANY AMOUNTS UNDER SECTION 13, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DETRIMENTAL RELIANCE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND SPECIFICALLY IN THE CASE OF DEVELOPER, DEVELOPER'S USE OR INABILITY TO USE THE ROKU PLATFORM, DEVELOPER'S DEVELOPMENT EFFORTS, OR DEVELOPER'S PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. EXCEPT FOR ROKU'S PAYMENT OBLIGATIONS UNDER SECTION 10, DEVELOPER'S OBLIGATIONS UNDER PARAGRAPHS 6C AND 8A(vi), AND EACH PARTY'S OBLIGATIONS TO PAY ANY AMOUNTS UNDER SECTION 13, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES EXCEED THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

17. General Legal Terms.

A. Assignment. This Agreement may not be assigned by either Party without the other Party's written consent, with such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets or stock, provided that the assignee assumes all of the assignor's obligations under this Agreement. Promptly after a corporate reorganization, consolidation, merger or sale of substantially all of a party's assets or stock, such party shall notify the other party in writing. Within sixty (60) days after receipt of such a notice, either party may terminate this Agreement immediately upon written notice to the other party, but only if the other party merged with, acquired or was acquired by a direct competitor of the terminating party, as reasonably determined by the terminating party.

B. Relationship of Parties. During the Term, Developer and Roku are independent contractors. This Agreement will not be construed as creating any agency relationship, partnership, joint venture, fiduciary duty, or any other form of legal association between Developer and Roku, and neither party will make any representation to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

C. Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid when sent to:

To Developer:

[insert address for notices]

To Roku:

General Counsel

Roku, Inc.

12980 Saratoga Ave., Suite D

Saratoga, CA 95070

or to such changed address of which a party may notify the other party in writing.

D. Severability. If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

E. Waiver and Construction. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section and paragraph headings are for convenience only and may not be used in interpreting this Agreement.

F. Dispute Resolution; Governing Law. Any litigation or other dispute resolution between Developer and Roku arising out of or relating to this Agreement the Channel Store, Developer's participation in the Program, or Developer's relationship with Roku will take place in a state or federal court located in Santa Clara County, California, and Developer and Roku hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that county with respect any such litigation or dispute resolution. Notwithstanding the foregoing, Roku may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. This Agreement will be governed by and construed as if entered into by residents of California, in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

G. Entire Agreement. This Agreement and any modifications or amendments made applicable hereto constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements regarding its subject matter. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If Developer is located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

H. Confidentiality.

i. Each Party agrees that it and its employees and agents will maintain in confidence all technology, data, summaries, reports or information of all kinds, whether oral or written, acquired or

devised or developed in any manner from the other Party's personnel, files, technology, or customers if such information is identified by the disclosing Party orally or in writing as confidential or proprietary ("Confidential Information").

ii. Without limiting the generality of any other provision in this Section 17H, Developer specifically agrees not to disclose, release or allow third party access to, and to use any and all necessary precautions to prevent its employees from disclosing, releasing or allowing unauthorized third party access to, the Roku Platform or any Third Party Content. Developer shall be strictly liable for any such disclosure, release or third party access, and agrees that Roku shall be entitled to injunctive relief, without the necessity of posting a bond or proving the likelihood of irreparable harm, to stop said disclosure, access or release. Developer agrees to pay Roku in full for any and all direct, indirect, or consequential damages, and to be subject to exemplary damages, as a result of such disclosure, access or release, including but not limited to Roku's costs (including reasonable attorneys' fees) associated with any action (which need not take the form of a legal proceeding) or legal proceeding undertaken to enjoin, mitigate or contain the effects of such disclosure, access, or release.

iii. The receiving Party will not reveal Confidential Information to any third party except: (i) at the written direction of disclosing Party; (ii) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the receiving Party shall so notify disclosing Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information; (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 17H; (iv) to an independent auditor or accounting firm in connection with any proceeding or review and such auditors or accounting firms agree to be bound by the provisions of this Section 17H; (v) to independent contractors engaged by the receiving Party who reasonably need to know Confidential Information in order to perform such contracted functions in furtherance of the receiving Party's obligations or rights under this Agreement and such contractors agree to be bound by the provisions of this Section 17H; and (vi) in order to enforce any of its rights under this Agreement and then it shall be filed under seal.

iv. The receiving Party further agrees that it is responsible to the disclosing Party for any action or failure to act that would constitute a breach or violation of this Section 17H by any person(s) to whom the receiving Party has disclosed Confidential Information and shall take all reasonable measures (including, but not limited to, court proceedings) to restrain such person(s) from disclosure or improper use of the Confidential Information. The receiving Party further agrees that it and the person(s) to whom it discloses Confidential Information will not use such Confidential Information for any reason or purpose other than to perform its obligations under this Agreement.

v. Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and provides the disclosing Party with assistance in obtaining an order protecting the information from public disclosure.

I. Press Release or Public Announcement. Developer may not issue any press release concerning the Channel Application or otherwise publicly announce its availability on the Roku Platform without the prior written approval of Roku as to both content and timing, which approval may be granted, withheld or conditioned in Roku's sole discretion. Roku may issue a press release concerning the

availability of the Channel Application on the Roku platform subject to Developer's reasonable content approval. Roku may include the Channel Application in public announcements listing multiple applications available on the Roku Platform without Developer's approval.

Roku, Inc.

[Insert name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____