

Culcha Spot Digital License Agreement

This Digital Video License Agreement (this "Agreement") contains the terms and conditions of (i) your use of the Culcha spot digital self-publication and distribution program (the "Program") for distribution of audiovisual programs and related content via the digital video services operated by Culcha Spot or its Affiliates and (ii) Culcha Spot's use of such content. This Agreement is a binding agreement between you and Culcha Spot. As used in this Agreement, "Culcha Spot", "we" or "us" means, individually: (a) culchaspot.com Services LLC, and (b) any other Culcha Spot.com Inc. Affiliate that joins as a party to this Agreement as provided herein, in each case solely with respect to such entity's exercise of its rights and compliance with its obligations in connection with the countries, territories, and provinces designated by Culcha Spot. As used in this Agreement, "Content Provider" or "you" means the person or entity accepting this Agreement. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Culcha Spot or Content Provider, as appropriate.

Any version of this Agreement in a language other than English is provided for convenience and the English language version will control if there is any conflict. Given the importance of this Agreement, we encourage you to review it carefully. In addition to the terms set forth below, this Agreement expressly incorporates by reference other Program-specific terms and conditions governing the Program: the information posted on the Program Site, including the [Content Policy Guidelines](#) and [Culcha Spot Direct Terms of Use](#), as well as [Culchaspot.com Conditions of Use](#) and the [Culcha Spot.com Privacy Notice](#), located on culchashop.com (or the successor site thereto).

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Content Provider and Culcha Spot hereby agree as follows:

Agreement Acceptance	You accept this Agreement by clicking "Agree" where you are given the option to do so. If you do not accept the terms of this Agreement, you may not use the Program. By accepting this Agreement, you confirm that you are at least 18 years old (or the age of majority where you reside, whichever is older) and that you are able to form a legally binding contract. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that company or legal entity by the terms of this Agreement.
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<p>1. Amendment; Notice of Changes</p>	<p>The Program will change over time and the terms of this Agreement will need to change over time as well. Subject to the provisions herein, we reserve the right to change the terms and conditions in this Agreement at any time in our sole discretion. Any changes to the Agreement, including Program-specific terms and conditions, or to the policies and guidelines referenced in this Agreement, other than with respect to the amount of the License Fees, will be effective upon posting of such revisions to the website for the Program at www.culchaspot.com (including any successor or replacement website, the "Program Site") and without prior notice to you. We will post a notice of any changes to this Agreement on the Program Site for at least thirty (30) days after the changes are effective. Changes to the royalty rates used to calculate the License Fees will be effective and binding on you (a) on the date 30 days from either (i) posting on the Program Site, or (ii) notification to you via email using the email address provided in your Program account or via message to you through your Program account, or (b) on the date you accept the changes, whichever occurs first.</p> <p>Your continued use of the Program Site and the Program following any changes to this Agreement will constitute your acceptance of such changes. If you do not agree to changes to this Agreement or the Program Site, you should discontinue use. You are responsible for regularly reviewing the Program Site for changes and notice of any changes. Except as otherwise provided herein, changes to referenced policies and guidelines or any other information including, without limitation in the Content Policy Guidelines, Culcha Spot Direct Terms of Use, Culcha Spot.com Conditions of Use and the Culcha Spot.com Privacy Notice may be posted without any other notice to you; provided, in the event of discrepancy between the terms of this Agreement and any of the foregoing, the terms of this Agreement shall prevail.</p>
<p>2. Account Setup and Maintenance</p>	<p>You must ensure that all information you provide in connection with establishing your program account is accurate when you provide it, and you must keep it up to date as long as you use the program. You may maintain only one account at a time unless you are using multiple accounts solely for the purpose of delivery of Licensed Content or making multiple subscriptions available via Non-Prime Subscription Access. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You authorize us, directly or through third parties, to make any inquiries as appropriate to verify the account information you provide. You also consent to us sending you emails relating to the Program and other publishing opportunities from time to time.</p> <p>You are solely responsible for safeguarding and maintaining the confidentiality of your account username and password and are responsible for all activities that occur under your account, whether or not you have authorized the activities. You may not permit any third</p>

	<p>party to use the program through your account and will not use the account of any third party. You agree to immediately notify Culcha Spot of any unauthorized use of your username, password or account.</p>
<p>3. Term</p>	<p>This Agreement commences upon your acceptance of it and continues in perpetuity until terminated as set forth in this Agreement (the "Term"). All rights granted to Culcha Spot & Cucla Spot herein shall not be deemed to have lapsed at any time in accordance with the applicable law of the Territory, including for the avoidance of doubt, as applicable, Section 19(4) read with Section 30-A of the Indian Copyright Act, 1957.</p> <p>We may terminate this Agreement by providing notice to you at any time. You may terminate this Agreement at any time by providing notice of termination to us, in which event we will cease offering your Titles within thirty (30) days from the date that we receive notice of termination; provided that if you distribute Titles via Non-Prime Subscription Access, (a) the Term of the Agreement with respect to Non-Prime Subscription Access will commence upon your acceptance of this Agreement and continue for eighteen (18) months from the date that your Subscription launches on the Service (the "Initial Subscription Term") and (b) the Initial Subscription Term will automatically extend for successive periods of twelve (12) months each unless and until terminated by either party by provision of notice of termination to the other party given not later than ninety (90) days prior to the conclusion of the then-current term.</p>
<p>4. Territory</p>	<p>The territory, with respect to any Title, shall be each territory you indicate when prompted on the Program Site (the "Territory").</p>

<p>5. Rights Granted:</p>	<p>You hereby grant Culcha Spot a exclusive license in the Territory to use, reproduce, reformat for online delivery, encode, encrypt, market, promote, transmit, distribute and display on the Service the audio-visual programs ("Titles") pursuant to each Distribution Mode that you indicate on the Program Site; which in the case of Non-transactional Access will include access via free trials without any required payment of License Fees in connection therewith; provided, however, in the event that such free trials exceed a trial period for a given customer of 30 days per year, then Culcha Spot will be obligated to pay you License Fees for such Non-transactional Access. As used herein, Title shall only refer to those audio-visual programs editable and viewable in your Program account, as made available by you.</p> <p>"Service" means one or more digital video services branded with a brand of Culcha Spot or an Culcha Spot Affiliate through which authorized users may obtain Titles via a Distribution Mode. As used in this Agreement, Titles refer solely to the audio-visual programs viewable and editable in your Program account and authorized for distribution on the Service. For the avoidance of doubt, the terms of this Agreement apply solely with respect to the Distribution Mode you have enabled for each such Title.</p> <p>Culcha Spot will have the right, but not the obligation, to offer customers of the Service the opportunity to purchase or access the Titles pursuant to the Distribution Modes that you indicate as available on the Program Site. You will have an opportunity to provide a suggested retail price for your Titles that are made available for Digital Purchase, Digital Rental and Non-Prime Subscription Access but Culcha Spot will have sole discretion to determine the retail prices charged for offerings on the Service.</p> <p>Culcha Spot may advertise, market, and promote, in any and all media (whether now known or hereafter devised), the availability of Titles on the Service using the Delivery Materials and any images, trailers, logos, artwork, publicity materials, and metadata provided by you as it deems appropriate (including any non-substantial edits to such materials (e.g. cropping, re-sizing and re-formatting)) as well as any video clips from the Titles created by Culcha Spot of up to (i) 1 consecutive minute of footage from Titles that are under 22 minutes in duration and (ii) 3 consecutive minutes of footage from Titles that are 22 minutes or longer in duration (collectively, the "Promotional Materials"). Culcha Spot may insert advertisements before, during or after Titles made available in the Service for Ad-Supported Access and may insert pre-roll and post-roll advertisements, graphics, videos, and logos into or over Titles made available on the Service via any Distribution Mode. Culcha Spot may feature the Promotional Materials in advertisements outside the Program Site, in any media, to promote the Titles and related products, the Service and any features of the Service, and the availability of the Titles on the Service.</p>
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	<p>Culcha Spot may make such modifications as may be necessary to conform the Title to applicable law in the Territory, provided Culcha Spot will use commercially reasonable efforts to ensure such modifications do not to impair the creative integrity, quality or meaning of the Title.</p> <p>Notwithstanding any expiration or termination of this Agreement for any reason, Culcha Spot may continue (including, after the conclusion of the Term) to exercise the rights granted hereunder in order to provide customers who purchased Titles via Digital Purchase or Digital Rental during the Term the ability to continue to access (including, without limitation, via re-download and streaming from the Service) and view the applicable Titles after the Term; provided, however, Culcha Spot may not offer customers the opportunity to initiate new purchases or rentals of the Titles for Digital Purchase or Digital Rental after the Term.</p>
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<p>6. General Description of the Service; Distribution Modes:</p>	<p>Content Provider, in its sole option, may allow customers to access Titles in the following ways:</p> <ul style="list-style-type: none">(a) purchase a license to access digital copies of audio visual content for electronic delivery and repeated viewing over an indefinite period of time ("Digital Purchase");(b) purchase a license to access digital copies of audio visual content for electronic delivery and repeated viewing over a finite period of time established by Culcha Spot in its sole discretion ("Digital Rental");(c) access audio visual content via one or more subscription offerings, where a fee is required to be paid for such access (other than in the case of a free trial), for repeated private viewing by subscribers during the Term ("Non-transactional Access"), which may be through (i) a subscription offering branded with a brand of Culcha Spot or an Culcha Spot Affiliate including the subscription offering known as of the date hereof as Culcha Spot Prime, Culcha Spot or any successor thereto ("Prime Subscription Access") or (ii) a subscription offering of your content as compiled by you or us which may or may not include content from other content providers ("Non-Prime Subscription Access"); and(d) access audio visual content on an ad-supported basis (i.e., at no charge to the customer) for delivery and repeated private viewing during the Term ("Ad-supported Access"). <p>Digital Purchase, Digital Rental, Non-Transactional Access and Ad-supported Access are referred to herein as the "Distribution Modes".</p> <p>Culcha Spot is entitled in its sole discretion to determine which Titles it chooses to license and distribute on the Service, and the Distribution Modes, Territories, and license periods in which it distributes the Titles (provided Culcha Spot will not exceed the license period, Distribution Modes, or Territories you indicate on the Program Site for any Title). Culcha Spot is entitled to remove any Title, or any other Licensed Content, from the Service or from any Distribution Mode or from any Territory, for any reason, at any time. The Service may be offered on a stand-alone basis and/or bundled with other products, services, or offerings, including Culcha Spot Prime. As between the parties, Culcha Spot will have sole control over the Service, all features, terms, and other aspects thereof (including, without limitation, the rights and entitlements granted to authorized users with respect to Digital Purchase, Digital Rental, Non-transactional Access and Ad-supported Access, the terms under which the Service is offered and the sale of advertisements in connection with the Service); provided, however, that Culcha Spot's distribution of Titles on the Service shall be in accordance with the terms of this Agreement.</p>
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	<p>Without limiting the foregoing, you acknowledge that Culcha Spot may (i) make the Service available through any websites, applications, device interfaces, third-party platforms and any other online platforms or points of presence now known or hereafter devised, (ii) grant authorized users who receive Digital Purchase, Digital Rental, Non-transactional Access and Ad-supported Access to audio-visual content the right to access such content via streaming, download, and any other means of digital distribution now known or hereafter devised, for online or offline viewing on any device supported by the Service, and (iii) deliver audio-visual content on the Service via any means now known or hereafter devised (including, without limitation, cable, wire, fiber, satellite, wireless and/or cellular).</p>
7. License Fee Payment	<p>Subject to the limitations set forth in this Section, Culcha Spot will pay you the applicable license fees set forth below ("License Fees") for each customer purchase of Titles for Digital Purchase or Digital Rental, and for offering customers Non-Transactional Access or Ad-supported Access. Such License Fees are the only compensation payable to you under this Agreement and constitute full and complete compensation to you for all rights granted under this Agreement.</p> <p>Culcha Spot will calculate, report and pay the License Fees in arrears within ninety (90) days after the completion of the applicable calendar month. You will receive payment from Culcha Spot via electronic funds transfer unless electronic funds transfer is not available for the address provided for your account, in which case you will receive payment by wire transfer. Notwithstanding anything to the contrary herein, if you receive payment via wire transfer, Culcha Spot may withhold payment until you have reached the minimum threshold in accrued License Fees for the applicable local marketplace as set forth on the Program Site. You will also be responsible for any fees imposed by your bank or any intermediary bank. For the purposes of calculating License Fee payments, (i) the "Purchase Price" for a customer's right to access Titles via Digital Purchase, Digital Rental or Non-Prime Subscription Access will equal the amount actually paid by the authorized user for that access, exclusive of any taxes, and (ii) Culcha Spot will be entitled to an adjustment for customer refunds and credits and for amounts not collected due to bad debt. If we pay you License Fees on a sale and later issue a refund, return, or credit for that sale, we may offset the amount of the License Fees that we previously paid to you for the sale against future License Fees, or require you to remit that amount to us. If a third party asserts that you did not have all rights required to make one of your Titles available through the Service or if we determine that you may be in breach of this Agreement, we may withhold all License Fees due to you with respect to such Title pending resolution of the issue. If we determine that you did not have all of the required rights or that you have otherwise breached this Agreement with regard to a Title, we will not owe you License Fees for that Title and we may offset any of the License Fees that were previously paid against future License Fees, or require you to remit a refund to us. We</p>

	<p>may also withhold and offset any sums you owe to us against amounts that are payable to you. When this Agreement terminates, we may withhold all License Fees due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any customer refunds or other offsets to which we are entitled. If we terminate your account because of your breach of this Agreement, you will forfeit any License Fees accrued but unpaid. If after we have terminated your account, you open a new account without our express permission, we will not owe you any License Fees through the new account. Our exercise of these rights does not limit other rights we may have to withhold or offset License Fees or exercise other remedies under applicable law.</p> <p>For clarity, Culcha Spot will not be obligated to pay License Fees for Non-transactional Access in connection with the viewing of any Title by a customer if that customer was granted access to that Title via Digital Rental, Digital Purchase or Ad-supported Access, and similarly, Culcha Spot will not be obligated to pay License Fees for Ad-supported Access in connection with the viewing of any Title by a customer if that customer was granted access to that Title via Digital Rental, Digital Purchase or Non-transactional Access.</p> <p>Culcha Spot may sell your Titles using multiple currencies. You may elect on the Program Site to receive any License Fees owed to you (i) where applicable, in the local currency for the territory in which the distribution occurs (the "Sale Currency") or (ii) the currency of a single territory in which the Titles were distributed. If we pay you in a currency other than the Sale Currency, we will convert the License Fees owed from the Sale Currency to the payment currency at a market exchange rate that we or our bank determine, which will be inclusive of all fees and charges for the conversion.</p>
<p>7.1 Digital Purchase, Digital Rental or Non-Prime Subscription Access License Fees</p>	<p>Culcha Spot will pay to you (i) 50% of the applicable Purchase Price for Titles accessed via Digital Purchase or Digital Rental and (ii) 50% of the applicable Purchase Price for Titles accessed via Non-Prime Subscription Access.</p>

<p>7.2 Culcha Subscription Access License Fee</p>	<p>For Titles made available for Prime Subscription Access, Culcha Spot will pay you according to the rate card available below (or such other royalty rates notified to you in accordance with Section 1) on a per title basis (for standalone titles and seasons), based on Hours Viewed by customers in the applicable Territory:</p> <p>Please click here to view your rate card.</p> <p>"Hours Viewed" means the number of hours of a Title that is viewed by a viewer who is authorized by Culcha Spot to view any Title via the applicable Distribution Mode on the Service; provided that Hours Viewed will not include (and Culcha Spot will not be obligated to pay for) (i) more than ten streams of the same Title by the same account in a given month or (ii) streams that Culcha Spot determines, in its sole discretion, are not actual customer views (e.g., imitating legitimate views or click fraud) or are otherwise not authorized to access the Service.</p> <p>Hours will start accruing when the Title is streamed for the first time and will continue for a 365-day period.</p>
<p>7.3 Ad-supported Access License Fee</p>	<p>Culcha Spot will pay you (i) in the United States, the rate as set out in your rate card based on Hours Viewed by customers, (ii) in all other Territories, 55% of Net Advertising Receipts.</p> <p>"Net Advertising Receipts" means aggregate cash amounts collected by Culcha Spot from the sale of advertisements against any Title for Ad-Supported Access during the quarter for which License Fees are being calculated, less 15% of that aggregate cash amount (which is deemed to reflect the cost of selling advertisements) and less any payments made to any third-party advertising platforms or networks in connection with the distribution or sale of advertisements on those platforms or networks.</p>

<p>8. Taxes</p>	<p>As between the Parties, Culcha Spot will be solely responsible for collecting and paying to the appropriate taxing authorities any national, state or local sales or use taxes, value added taxes ("VAT") or similar taxes (collectively "Transaction Taxes") applicable to purchases by customers. Culcha Spot will not be required to pay any taxes imposed on or measured by your net income, net profits, income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added (other than value added tax in the nature of sales or use or similar taxes), net worth, all real property and ad valorem taxes imposed by any governmental authority on the fees payable to you under this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise.</p> <p>All payments payable by Culcha Spot to you under this Agreement are inclusive of all Transaction Taxes that apply to the license of the Titles by you to Culcha Spot, unless Culcha Spot advises you otherwise. If and to the extent any payments hereunder are subject to and include any applicable Transaction Taxes, you will supply Culcha Spot with an original, valid tax invoice, to the extent available under the applicable law, separately stating these Transaction Taxes, to enable Culcha Spot to claim credit for these taxes as applicable. Culcha Spot may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not charge or collect the Taxes covered by such certificate. If taxes are required to be deducted or withheld on any payments to be made to you under applicable law, then Culcha Spot will (i) deduct such taxes from the amount owed to you and pay them to the appropriate taxing authority as required by applicable law and (ii) secure and deliver to you a receipt or other legally required documentation for any taxes withheld as required under applicable laws.</p> <p>Payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Except as specified in this Section, each Party will be responsible for its own taxes as levied by the applicable taxing authorities; provided, any charges toward the stamp duty payable under the applicable laws shall be borne by you. Throughout the term of this Agreement, you will provide Culcha Spot with any forms, documents or other certifications as may be required by Culcha Spot to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.</p>
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<p>9. Delivery of Content:</p>	<p>For each Title, Content Provider, at its sole cost, will deliver to Culcha Spot the Delivery Materials in accordance with such technical specifications as provided by Culcha Spot to Content Provider (including, without limitation, the requirement that the Title not contain any advertisements, bugs, visible on-screen logos, or tracking tags).</p> <p>Content Provider authorizes Culcha Spot to re-purpose and otherwise use in accordance with this Agreement (i) any Licensed Content previously delivered to Culcha Spot or its Affiliates by Content Provider or a third party, for purposes of exercising express and incidental rights granted hereunder with respect to the Titles and (ii) any Licensed Content delivered by Content Provider under this Agreement, for purposes of Culcha Spot exercising any rights granted to Culcha Spot in respect of any Title under a subsequent agreement, solely to the extent authorized under any such subsequent agreement. Where any Licensed Content has previously been delivered to Culcha Spot by a third party, Content Provider will obtain any necessary clearances from such third party (if any) on behalf of Culcha Spot and/or use its best efforts to assist Culcha Spot in obtaining any such necessary clearances, to enable Culcha Spot to use such previously delivered Licensed Content. You will have no obligation to re-deliver Delivery Materials, except as necessary to comply with other obligations set forth pursuant to the terms of this Agreement.</p> <p>With respect to each Title, the "Delivery Materials" means (i) a copy of the Title at the highest resolution available to you, (ii) all Promotional Materials (including, but not limited to, all images, trailers, logos and artwork associated with the Title), (iii) captions and audio language files for the Title in accordance with Culcha Spot's technical specifications, but in any event, in accordance with applicable law for the Territory and Section 11 of this Agreement (iv) all metadata associated with the Title and (v) all available content ratings information, including rating and consumer advice, in accordance with applicable law for the Territory and Section 13 of the Agreement.</p> <p>You agree that the subscriptions made available to Culcha Spot hereunder for distribution via Non-Prime Subscription Access comprised of Titles ("Subscriptions") will, at a minimum, be the same subscription video on demand packages, including the same titles, as the subscription video on demand packages made available by you via any method of non-physical distribution.</p> <p>The Titles made available to Culcha Spot hereunder for distribution via Digital Purchase or Digital Rental will, to the best of Content Provider's knowledge, include all audio-visual programs for which Content Provider has necessary rights to offer on a transactional video on demand basis in the Territory but solely to the extent such Titles are also offered by Content Provider via any other non-physical distributor in the Territory; provided such Titles as licensed to Culcha Spot shall</p>
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	<p>have the same or better delivery dates as any other distributor in the Territory.</p>
<p>10. Representations and Warranties</p>	<p>You hereby represent and warrant that (i) you have the sole, full and unencumbered right to grant to Culcha Spot and its Affiliates, and have obtained all necessary clearances and releases to grant to Culcha Spot and its Affiliates, all of the rights set forth herein (excluding public performance rights for the communication to the public of the musical compositions contained within the Titles, such rights to be cleared by Culcha Spot), (ii) any information and documentation you provide to us will be current, complete, and accurate (iii) the Licensed Content and Promotional Materials will not contain any subject matter or materials that are defamatory, libelous, obscene, or otherwise illegal under the applicable laws of the Territory and (iv) none of the following will violate any law; require us to obtain any license, authorization, or other permission from any governmental agency or other third party; contain any defamatory material; or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights): (a) the exercise of any rights granted under this Agreement; (b) any materials embodied in your Titles; (c) the sale, distribution, or promotion of the Titles as authorized in this Agreement; or (d) any notices, instructions or advertising by you for or in connection with any Titles.</p> <p>You further represents and warrants that you are not subject to sanctions or designated on any list of prohibited or restricted parties (and is not owned or controlled by such a party), including but not limited to the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, or other applicable government authority.</p> <p>You acknowledge that Culcha Spot's Code of Business Conduct and Ethics (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. You will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. Culcha Spot may immediately terminate or suspend performance under this Agreement if you breach this requirement.</p>

<p>11. Closed Captions; Subtitles</p>	<p>You will deliver closed captions for all Titles in accordance with Culcha Spot's technical specifications as provided on the Program Site, but in any event, in accordance with applicable law for the Territory. You may not be able to publish a Title via one or more Distribution Modes in certain Territories until Culcha Spot has received closed captions from you.</p> <p>You will deliver English language versions of the Titles, unless the original version of a Title is not in English, in which case you will deliver (i) either audio descriptions, subtitles or dubbed language tracks and (ii) the title and synopsis information for the Title, in each case, in at least one core language identified by Culcha Spot for the Territory.</p> <p>Further to the rights granted hereunder, Culcha Spot may create, insert and distribute closed captions, audio descriptions, dubbed language tracks and subtitles for Titles in any language for which Content Provider is able to grant the necessary rights in the Territory and may use or distribute any such closed caption, dubbed language track, subtitle file or audio description it creates in any such Territory. In connection with such creation, Culcha Spot will use reasonable commercial efforts to ensure that such closed caption and subtitled versions reflect the original version of the Licensed Title.</p>
<p>12. Geo-filtering; Access Controls:</p>	<p>Culcha Spot will utilize industry standard geo-filtering techniques and digital rights management technology in a non-discriminatory manner in relation to similarly situated content providers. Content Provider agrees that Culcha Spot shall be deemed to be exercising the rights granted herein solely within the Territory as long as Culcha Spot complies with the foregoing. Content Provider acknowledges that Culcha Spot makes no representation as to the efficacy of any geo filtering technique or digital rights management technology it employs and agrees that Culcha Spot shall not be responsible for the failure of such.</p> <p>Content Provider acknowledges and agrees that: (i) Content Provider's ability to suspend distribution of Titles on the Service shall be Content Provider's sole and exclusive right and remedy, and Culcha Spot's sole and exclusive obligation, for any circumvention or failure of any geo filtering techniques or digital rights management technology used by Culcha Spot on the Service for Titles and (ii) Content Provider shall not be entitled to any other remedies, including without limitation monetary damages, in connection therewith.</p>

<p>13. Content Requirements</p>	<p>You must ensure that all of your Titles and Subscriptions are in compliance with our policies for content at the time you submit them to us. If you discover that content you have submitted does not comply, you must immediately withdraw the content and otherwise bring such Title or Subscription into compliance if it is to be distributed via the Service. If you discover that any information you have provided to us for a Title or Subscription is inaccurate or incomplete, you must promptly submit corrected information to us. We will determine what content we accept and distribute on the Service in our sole discretion.</p> <p>If we request that you provide additional information relating to your Titles or Subscription, such as information confirming that you have all rights required to permit our distribution of the Titles or Subscription, you will promptly provide the information requested, recognizing that your content may not be made available for distribution until proof of rights is received. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify your rights to permit our distribution of the Titles or Subscription and the accuracy of the information or documentation you provide to us with respect to those rights.</p> <p>We may remove or modify the Titles, the Subscriptions, the metadata, cover art and product description you provide for your Titles and Subscriptions for any reason, including if we determine that it does not comply with Culcha Spot's content policy guidelines. You may not include any advertisements or other content that is primarily intended to advertise or promote products or services.</p> <p>You agree to provide local content ratings in each country/region in which you distribute your Titles from the applicable local ratings authorities where requested by us. Nothing herein shall restrict Culcha Spot from, at its sole cost, obtaining ratings information for the Titles in any country within the Territory or generating its own ratings for the Titles.</p>
<p>14. Title Withdrawal</p>	<p>You may withdraw your Titles from availability on the Service at any time on thirty (30) business days advance notice by following the then current Program procedures for Title withdrawal or un-publishing; provided that you may not remove a Title within a Subscription unless you either (i) lose any rights or other licenses, consents or permissions relating to any specific Title that are necessary for you to grant the rights granted hereunder or (ii) receive written notice of a third-party claim relating to a Title, which reasonably could result in legal liability for you; provided that Culcha Spot will only be obligated to withdraw the Title from a Subscription if you also concurrently obligate other subscription based services to withdraw the Title.</p> <p>We may fulfill any customer orders completed through the date the Titles are available on the Service. All withdrawals of Titles and</p>

	<p>Subscriptions will apply prospectively only and not with respect to any customers who purchased the Titles or Subscriptions prior to the date of removal, meaning that we will allow any customer who has previously purchased a Title for Digital Purchase or Digital Rental or a Subscription for Non-Prime Subscription Access to view the Title or Subscription, as applicable, after it has been withdrawn from the Service to the extent that such customer purchased those rights prior to the withdrawal.</p>
<p>15. Ownership; Feedback</p>	<p>Subject to the rights you grant to us under this Agreement, as between us and you, you retain all ownership rights in and to the copyrights and all other rights and interest in and to your Titles and Subscriptions. We retain all ownership rights in and to the copyrights and all other rights and interests in and to the Program, the Program Site and all Culcha Spot properties, and any materials we use or provide to you for use relating to your Titles and Subscriptions (such as a generic cover image used for your Titles or Subscriptions if you do not provide one). We are solely responsible for, and will have full discretion with respect to the terms, features, and operation of the Program and the Program Site and related marketing, but our use of the Titles, Promotional Materials and Subscriptions will be subject to the terms of this Agreement. If you elect to provide suggestions, ideas, or other feedback to Culcha Spot or any of its Affiliates in connection with the Service, the Program, the Program Site or anything on the Program Site ("Feedback"), Culcha Spot and its Affiliates will be free to use and exploit the same in any manner without restriction and without any need to compensate you. This Agreement does not grant you any license or other rights to any intellectual property or technology owned or operated by us or any of our Affiliates, including, without limitation, any trademarks or trade names. You agree not to use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Culcha Spot or any of its affiliates in any manner without prior written authorization. Nothing in this Agreement restricts any rights we may have under applicable law or a separate agreement.</p>

16. Termination of Agreement. If either party is in breach of this Agreement and fails to cure such breach within 30 days following written notice from the other party, the non-breaching party may terminate this Agreement upon 5 business days' written notice to the breaching party. Following any termination or expiration of this Agreement, any provision which, by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 16 through 20.

17. Indemnification. You will indemnify, defend and hold harmless Culcha Spot, its officers, directors, employees, shareholders, affiliates, subcontractors, successors and assignees, from and against any and all third-party claims, actions, causes of action, demands, judgments, liabilities, damages, losses, injuries, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against Culcha Spot that arise from or relate to: (a) any breach or alleged breach by you of any of your representations, warranties or obligations set forth herein, including any failure to deliver closed captions,

audio descriptions or ratings information for any Titles in compliance with applicable law; or (b) any claim that Culcha Spot's exercise of the rights granted by you under this Agreement violates any law or regulation or the right(s) of any third party (individually, a "Claim", and collectively, the "Claims"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations).

18. **Limitation of Liability.** Culcha Spot WILL NOT BE LIABLE TO THE CONTENT PROVIDER FOR ANY LOST PROFITS OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF Culcha Spot HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Culcha Spot WILL NOT BE LIABLE TO CONTENT PROVIDER FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE AMOUNT OF FEES DUE AND PAYABLE BY Culcha Spot UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT BE DEEMED TO WAIVE ANY OF CONTENT PROVIDER'S RIGHTS AT LAW OR IN EQUITY TO ENFORCE THIS AGREEMENT WITH RESPECT TO UNDISPUTED LICENSE FEE PAYMENTS DUE TO CONTENT PROVIDER BY Culcha Spot HEREUNDER. THE SERVICE IS MADE AVAILABLE ON AN AS IS BASIS AND Culcha Spot MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING WITHOUT LIMITATION, (I) THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, OR OPERATE WITHOUT ERROR OR (II) AS TO THE VOLUME OF SALES OR LICENSE FEES THAT WILL BE GENERATED BY TITLES CONTENT ON THE SERVICE. TO THE EXTENT REQUIRED BY LAW IN THE RELEVANT JURISDICTION OF THE PARTIES, THE PARTIES DO NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY SUCH APPLICABLE LAW.

19. **Confidentiality.** You will not, without our express, prior written permission: (a) issue any press release, media pitch or make any other public disclosures regarding this Agreement or its terms; (b) disclose Culcha Spot Confidential Information (as defined below) to any third party or to any employee other than an employee who needs to know the information; or (c) use Culcha Spot Confidential Information for any purpose other than the performance of this Agreement. You may however disclose Culcha Spot Confidential Information as required to comply with applicable law, provided you: (i) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy; (ii) disclose only that Culcha Spot Confidential Information as is required by applicable law; and (iii) use reasonable efforts to obtain confidential treatment for any Culcha Spot Confidential Information so disclosed. "Culcha Spot Confidential Information" means (1) any information regarding Culcha Spot, its affiliates, and their businesses, including, without limitation, information relating to our technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (2) the nature, content and existence of any communications between you and us, and (3) any sales data

relating to the sale of digital videos or other information we provide or make available to you in connection with the Program. Culcha Spot Confidential Information does not include information that (A) is or becomes publicly available without breach of this Agreement, (B) you can show by documentation to have been known to you at the time you receive it from us, (C) you receive from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (D) you can show by documentation that you have independently developed without reference to any Culcha Spot Confidential Information. Without limiting the survivability of any other provision of this Agreement, this Section will survive three years following the termination of this Agreement.

20. Miscellaneous. All rights granted to Culcha Spot under this Agreement may be exercised by Culcha Spot, its Affiliates, and subcontractors providing services in connection with the Service. Any Culcha Spot Affiliate may join as a party to this Agreement and will notify you if it does so. The joining Culcha Spot Affiliate will be entitled to exercise the rights that you grant under this Agreement. Each Culcha Spot party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Culcha Spot parties. In addition, each Culcha Spot party is solely responsible with respect to its exercise of its rights and compliance with its obligations in connection with the territory or territories for which it is responsible, as determined by Culcha Spot in its sole discretion. You may not assign any of your rights or obligations under this Agreement without the prior written consent of Culcha Spot. A waiver by either party of any breach or default by the other party under this Agreement will not constitute a waiver of any other or subsequent breach or default by such other party. The failure of either party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity. For the purposes of this Agreement, Culcha Spot and you are independent contracting parties, and nothing herein will be construed as creating an agency relationship, a fiduciary relationship, an employer-employee relationship, a partnership, a joint venture, or an obligation to form any such relationship or entity between Culcha Spot and you. You will not represent yourself to be an employee, representative, or agent of Culcha Spot or misrepresent the nature of your affiliation with Culcha Spot or the Program Site. You will have no authority to enter into any agreement on Culcha Spot's behalf or in Culcha Spot's name or otherwise bind Culcha Spot to any agreement or obligation.

This Agreement is governed by the U.S. Federal Arbitration Act and Washington State law, without regard to conflict of laws. Any dispute relating to this Agreement or the Program or our dealings will be subject to confidential, binding arbitration administered by JAMS pursuant to its U.S. rules (including the Optional Appeal Procedure), to be conducted in English in King County, Washington State with each party responsible for its own attorney's fees and costs. The parties agree that any state or federal court in King County, Washington State may confirm and enter judgment on the arbitrator's final award and consent to personal jurisdiction and venue in such court for that purpose.

To be effective, except where specified otherwise in this Agreement, any notice hereunder by either party must be in writing and delivered (i) if by Culcha Spot, via email using the email address provided in your Program account, posting on the Program Site or message through your Program account or (ii) if by you, via email to contracts-legal@CulchaSpot.com. Notices will be effective and deemed received on the date transmitted or posted. This Agreement constitutes the complete and final agreement of the parties

pertaining to the subject matter of this Agreement and supersede the parties' prior agreements, understandings, and discussions related to the subject matter of this Agreement. If any term of this Agreement is held to be invalid, void or unenforceable, then the remaining terms of this Agreement will be unaffected and will be valid and enforceable to the fullest extent permitted by law. Nothing in this Agreement will restrict Culcha Spot from exercising any right it has pursuant to another applicable permission or would have at law in the absence of this Agreement.