

Roku® Digital Video Player Channel Developer Program Agreement

**PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE USING
THE ROKU DEVELOPMENT KIT. THESE TERMS AND CONDITIONS CONSTITUTE
A LEGAL AGREEMENT BETWEEN YOU AND ROKU.**

Overview

The purpose of this Agreement is to set forth terms governing Your right to use the Roku Software Development Kit (SDK) to develop one or more Channel Applications for the Roku Digital Video Player. Once uploaded to the Roku Developer Site, Channel Applications may be made available to a limited group of end users through a Private Channel managed and controlled by You or may be submitted to Roku for evaluation and, if accepted, will be posted by Roku on its Channel Store and made generally available to Roku users. Applications submitted for posting on the Channel Store are subject to the Program Requirements in Appendix A.

In order to use the SDK, You must agree to the terms and conditions of this Agreement, which may be signified electronically, including without limitation, by Your checking a box or by clicking the “I Agree” button provided by Roku. If You do not or cannot agree to these terms, You are not permitted to use the SDK.

1. Definitions

Whenever capitalized in this Agreement, the following terms shall have the specified meanings:

“Agreement” means this Roku Digital Video Player Channel Developer Program Agreement and any additional Program Requirements imposed by Roku for Channel Application(s) that are included in the Channel Store.

“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 You and Your employees, contractors, and members of Your company or organization who have agreed to be bound by the terms and conditions of this Agreement.

“Channel Application” means one or more software programs developed by You using the SDK (including bug fixes, updates, upgrades, modifications, enhancements, supplements, revisions, new releases and new versions of such software programs) to provide end users of the Player access to Content provided by You.

“Channel Application Developer Account” means an account created by You by means of registration at www.roku.com/developer.

“Channel Application Developer Site” means the site maintained by Roku for Authorized Developers at www.roku.com/developer.

“Channel Information” means screen shots, images, artwork, icons and/or any other text, descriptions, representations or information relating to Your Channel Application that are displayed in the user interface of the Player.

“Channel Store” means the on-screen menu on the Player which permits end users to browse and install selected Channel Applications on their Player.

“Content” means the specific content distributed by You to be accessed by and/or performed and displayed for end users of the Player by means of Your Channel Application.

“Documentation” means any technical information or other specifications or documentation that Roku may provide to You, whether as part of the SDK or otherwise, for use in development of a Channel Application.

“Private Channel” means a Channel Application that is posted on the Channel Application Developer Site but not offered on the Channel Store, and made available to a limited group of end users via a Roku Account code provided by an Authorized Developer.

“Player” means any Roku Digital Video Player that is enabled to host Channel Applications.

“Program” means the Roku Channel Application development program.

“Program Requirements” means the technical, human interface, marketing and publicity requirements, Content restrictions and other criteria and requirements specified by Roku for Channel Applications developed for and posted on the Channel Store, as they may be modified from time to time by Roku.

“SDK” (Software Development Kit) means the Documentation, applications, sample code, tools, libraries, APIs, data, files, and materials provided by Roku in its sole discretion for use by You in connection with Your Channel Application development, and includes any Updates that may be provided by Roku to You pursuant to this Agreement.

“Roku” means Roku Inc., a Delaware corporation with its principal place of business at 12980 Saratoga Ave., Suite D, Saratoga, CA 95070, and its authorized employees and agents.

“Roku Account” means an account created by and for an end user of the Player at www.roku.com.

“Term” means the period described in Section 12.

“Updates” means updates, modifications, supplements, and new releases or versions of the SDK or any part of the SDK.

“You” and “Your” means the person(s) or legal entity using the SDK or otherwise exercising rights under this Agreement. If You are entering into this Agreement on behalf of Your company or organization, “You” or “Your” refers to Your company or organization as well.

2. Grant of Rights, Related Requirements and Restrictions.

A. License to You. Subject to the terms and conditions of this Agreement, Roku hereby grants You during the Term, a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to:

- i. use the SDK to develop, test, and package for uploading one or more Channel Applications;
- ii. upload one or more Channel Applications to the Roku Developer Site and enable end users access to such Channel Application(s) either via a Private Channel or the Channel Store;
- iii. copy the Documentation for internal use only;
- iv. use and modify the sample code provided to You as part of the SDK, and incorporate it or any derivative work thereof into Your Channel Application;
- v. distribute and sublicense the sample code and any derivative work thereof as part of Your Channel Application; and
- vi. install on a Player any Channel Application developed by You and access and perform the functionalities of the APIs on the Player for the sole purpose of testing Your Channel Applications.

B. Required Notices on Copies of Documentation and Sample Code. You agree to retain and reproduce in full the Roku copyright, disclaimers and other proprietary notices exactly as they appear on the Documentation and in the sample code, on all copies of the Documentation and sample code (whether or not modified) that You are permitted to make under this Agreement.

C. Restrictions on Your Rights. You may not use the SDK or any part of it for any purpose not expressly permitted by this Agreement. Except as otherwise permitted by law, You may not reverse engineer, decompile or reverse compile the APIs or the Player firmware.

D. License to Roku. You hereby grant to Roku a world-wide, sublicensable, royalty-free license during the term of this Agreement (a) to use, reproduce, display, and distribute (via the Channel Developer Site) Your Channel Application and Channel Information, (b) to permit end users of the Player to download the Channel Application and Channel Information to their Players in order to access and display the Content on their Players, and (c) in the case of Channel Applications submitted to for the Channel Store, to display excerpted portions of the Channel Information and the Content on the user interface of end users' Players in connection with the display of end user search results.

E. Consent to Collection and Use of Data. You agree that Roku may gather data on the usage of Your 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 data regarding Your Channel Application confidential.

3. Modifications/Change in Terms.

A. Modifications/Updates to the SDK. Roku may extend, enhance, or otherwise modify the SDK at any time without notice. If Updates are made available, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate

license, in which case the terms of that license will govern. An Update may have APIs, features, services or functionality that are different from those found in the SDK licensed hereunder.

B. Changes to Program Requirements/Channel Store. Roku may change the Program Requirements or other terms of this Agreement at any time. In order to continue using the SDK following any such changes, You must accept and agree to the new Program Requirements (if applicable) and/or new terms of this Agreement within sixty (60) days of Roku giving notice of such changes ("Grace Period"). If, within the Grace Period, You do not (1) agree to new Program Requirements or new terms and (2) modify any existing non-compliant Channel Applications to comply with them, Roku may: (a) terminate this Agreement; (b) suspend or terminate Your use of the SDK and Your Channel Developer Account; and/or (c) remove Your non-compliant Channel Application from the Roku Developer Site, the Channel Store (if applicable) and from the Players of end users who have downloaded it. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an "I Agree" or similar button.

4. Ownership of Code. Roku owns, and will continue at all times to own all right, title and interest in and to the sample code and Documentation provided as part of the SDK. Roku shall have no ownership right in or to any software code or documentation created by You in connection with or included in Your Channel Application(s).

5. Channel Application Restrictions and Requirements; Rights to Code

A. Subject to the Grace Period, Your Channel Application must at all times:

- i. comply with the Documentation;
- ii. comply with all applicable terms and conditions of this Agreement and all of the Program Requirements; and
- iii. not contain any open source code or other restricted code that could require Roku to publicly post or display any third party notices or any modifications to such code.

B. You must own or have an appropriate license that includes the right to sublicense and, for so long as Your Channel Application is available on the Player, continue to own or have an appropriate license that includes the right to sublicense, all right title and interest in and to the software code used in Your Channel Application.

C. You are not permitted to use the SDK to enable the installation of third party Channel Applications or to create your own version of a Channel Store.

D. You may not, without prior written approval from Roku, offer any Channel Application with search functionalities across multiple Roku Channel Applications.

6. Revocation/Take Down Policy/ DMCA Procedures

A. You agree that Roku may: (1) cease distributing Your Channel Application via the Channel Store (if applicable), (2) revoke your Authorized Developer status, and/or (3) remove Your Channel Application from the Roku Developer Site as well as the Players of end-users who have downloaded it. By way of example only, Roku might choose to do this

if: (a) Roku has been notified or otherwise has reason to believe that Your Channel Application or the Content violates, misappropriates, or infringes the rights of a third party; (b) Roku has reason to believe that Your Channel Application contains malicious or harmful code, malware, programs or other internal components (e.g. software virus); (c) Roku has reason to believe that Your Channel Application or the Content does not comply with the Program Requirements or the terms of this Agreement, including but not limited to the Content Restrictions of Section 8; (d) Any information or documents provided by You to Roku are false or inaccurate; (e) any representation, warranty or certification provided by You to Roku in this Agreement or in connection with Your Channel 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 Content 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) You request that Roku take such action; or (i) Roku has reason to believe that such action is prudent or necessary. You 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. The Company has also designated an agent to receive notices of claimed copyright infringement. You agree to the procedures as follows:

i. Notice of Infringement. If any third party believes in good faith that all or any part of Your Channel Application, the Channel Information, or the Content infringes their copyright ("Complainant"), they may submit a notice of claimed copyright infringement to Roku's designated agent. The forms, format and procedures for submitting a notice are available at www.roku.com/about/DMCA. Upon receipt of the notice containing the required information, the Company may:

- a. Remove or disable access to the material that is alleged to be infringing;
- b. Forward the written notification to You, along with the contact information of the Complainant;
- c. Take reasonable steps to promptly notify You that Roku has removed or disabled access to the allegedly infringing material and that You may respond with a Counter-Notice; and
- d. Terminate Your Channel Application Developer Account in the case of repeat infringement if no Counter-Notice is filed and/or if a lawsuit is filed.

ii. Counter-Notice. If You believe that a notice of copyright infringement has been improperly submitted against You, You may submit a Counter-Notice, pursuant to Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. The forms, format and procedures for submitting a notice are available at www.roku.com/about/DMCA. To be effective, a Counter-Notice must be a written communication provided to the Company's Copyright Agent and must contain:

- a. Your physical or electronic signature;

- b. Identification of the material removed or to which access has been disabled;
- c. A statement under penalty of perjury that You have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- d. Your name and telephone number, and a statement that You consent to the jurisdiction of the Federal District court (i) in the judicial district where Your address is located if the address is in the United States, or (ii) in Santa Clara County, California, if Your address is located outside the United States and that You will accept service of process from the complaining party.

Upon receipt of a Counter-Notice containing the required information, the Company may:

- a. Promptly provide the Complainant with a copy of the Counter-Notice;
- b. Inform the Complainant that it will not remove the material or cease enabling access to it unless, within ten (10) business days, the Complainant provides the Company's Copyright Agent with notice that Complainant has filed an action seeking a court order to restrain You from engaging in infringing activity.

7. Your Warranties and Representations

You warrant, represent and agree that:

A. You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement on Your own behalf or, if You are entering into this Agreement on behalf of Your company or organization, You have the right and authority to legally bind Your company or organization to the terms and obligations of this Agreement;

B. You will fulfill Your obligations under this Agreement and You agree to monitor and be responsible for Your Authorized Developers' use of the SDK and their compliance with the terms of this Agreement;

C. You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Your Authorized Developers in connection with the SDK, the Program, Your Channel Applications, Your Channel Information, and the Content, including, but not limited to, any related development effort, network and server equipment, Internet service(s), royalties, public performance fees, or any other hardware, software or services used by You in connection with Your Channel Applications and the Content accessed thereby whether or not the Channel Application is accepted by Roku;

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

E. Your Channel Application and the Content will be subject at all times to a privacy policy that complies with all applicable legal requirements;

F. All Content and Channel Information accessed via Your Channel Applications is owned by You or subject to license or clearances from the owner of the Content and Channel Information that includes all rights necessary for end users to access the Content and Channel Information via the Channel Application and to perform and display such Content and Channel Information on the Player; and

G. All Content and Channel Information will comply at all times with the Content Restrictions of this Agreement, the Documentation, and the Program Requirements specified by Roku.

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

8. Content and Channel Information Restrictions

A. The performance and display of the Content 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.

B. The Content and Channel Application accessed, displayed and performed via your Channel Application 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.

9. Independent Development/Competitive Channels. 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 Your Channel Application, the Content, or any other products or technologies that You may develop, produce, market, or distribute.

10. Roku Disclaimers

A. No Support. Roku has no obligation to provide You with support, Updates, enhancements, or modifications with respect to the SDK, nor will Roku provide the end users of Your Channel Application with any form of support except with respect to the functionalities of the Player itself (as provided in the Player warranty statement). You understand and agree that You are solely responsible for providing end user support and any other technical assistance for your Channel Application and Content. Roku may redirect users and potential users of your Channel Application to your email address on your Channel Application Developer Account for purposes of answering inquiries and support questions related to Your Channel Application or

the Content.

B. No Service Level Commitment. Roku makes no representation or warranty to anyone concerning the availability or service level of the Channel Store (if applicable) or to You concerning the functionality or reliability of any Player.

C. No Enforcement of Restrictions on Distribution or Viewing by Roku. Roku shall have no responsibility for enforcing or complying with any restrictions, including without limitation licensing, privacy, geographic or minimum age restrictions, on the distribution or viewing of Your Channel Application or any Content. It is Your sole responsibility to ensure that any such restrictions are complied with, via end user agreements, end user subscription restrictions or other means that are adequate to fully comply with any such restrictions or limitations. If You offer any Channel Application with age restrictions, You must include an age verification screen in the process for an end-user to access the Channel Application.

D. No Responsibility for Misappropriation of Content. Roku shall have no responsibility or liability for any end user or third party misappropriation of Content. If You become aware of any such misappropriation, Roku will provide reasonable assistance in any investigation.

E. Fees. Roku reserves the right to charge one or more fees for the right to participate in the Program or for certain types of Channel Applications, including but not limited to Channel Applications that generate revenue for You or third parties. Roku will provide sixty (60) days notice of any new or change in fees by generally notifying all Authorized Developers who have active Channel Developer Accounts.

F. Private Channels. Roku will not provide any pre-publication review of Channel Information, Content, or any other aspect of Private Channels. Roku expressly disclaims any use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program. Roku reserves all rights under this Agreement with respect to Private Channels, including but not limited to the rights set forth in Sections 6 and 12.

11. Indemnification

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Roku, its directors, officers, employees, independent contractors and agents (each an "Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys fees and court costs) (collectively "Losses") incurred by any Indemnified Party as a result of: Your breach of this Agreement; Your breach of any certification, covenant, representation or warranty made by You in this Agreement; any claims that Your Channel Application, the Channel Information or the Content violate or infringe any third party intellectual property or proprietary rights; any claims arising out of Roku's permitted use, promotion or distribution of Your Channel Application, the Channel Information, related trademarks and logos, or images and other materials that You provide to Roku or download or permit to be downloaded to any Player; any end-user non-compliance with geographical, age-related or other restrictions on the distribution, viewing or use of Your Channel Application or the Content; and/or otherwise related to or arising from Your Channel Application development and, if applicable, Roku's distribution of Your Channel Application and Channel Information. In no event may You enter into any settlement or like agreement with a third party that affects Roku's rights or

binds Roku in any way, without the prior written consent of Roku.

12. Term and Termination

A. Term. The Term of this Agreement will commence upon Your indication of Your acceptance of its terms and will continue until terminated in accordance with this Section 12.

B. Termination by Roku. This Agreement and all rights and licenses granted hereunder will terminate immediately upon notice from Roku:

- i. if You or any of Your Authorized Developers fail to comply with any term or condition of this Agreement and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- ii. if Your Authorized Developer status is revoked by Roku;
- iii. if You, at any time during the Term, commence any legal action against Roku;
- iv. if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy;
- v. if You engage, or encourage 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; or
- vi. if You fail to accept any new Program Requirements or Agreement terms as described in Section 3B.

C. Termination for Convenience. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

D. Effect of Termination. Upon the termination of this Agreement for any reason, Your Authorized Developer status, Your Channel Application Developer Account, and Your participation in the Program will terminate immediately. You agree to immediately cease all use of the SDK and to delete and destroy all copies, full or partial, of the sample code, Documentation and any information pertaining to the Program. Roku will remove Your Channel Application from the Authorized Developer Site and the Channel Store, if applicable, within three (3) business days of termination and may remove Your Channel Application from Players onto which it has been downloaded. Roku reserves the right to retain archival copies of Your 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. The following provisions shall survive any termination of this Agreement: the last sentence of paragraph 6A, paragraphs 10D and 10F, and Sections 7, 10, 11, 12, 13, and 15 (all). For the avoidance of doubt, upon any termination of this Agreement, You may not make available any Content, functionality, or services through the use of Your Channel Application, The Channel Store, or any Player. Termination of this Agreement will be without prejudice to any other right or remedy Roku may have, now or in the future.

13. No Warranty

The SDK, including but not limited to the sample code, APIs and Documentation, may be incomplete or contain inaccuracies or errors that could cause failures or loss of data. Roku reserves the right to suspend or terminate the Program. In no event will Roku or its licensors be liable for any adverse consequences or damages arising or resulting from any such actions. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SDK, INCLUDING BUT NOT LIMITED TO THE SAMPLE CODE, APIS AND DOCUMENTATION, AND PARTICIPATION IN THE PROGRAM AND, IF APPLICABLE, THE CHANNEL STORE, ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SDK, INCLUDING BUT NOT LIMITED TO THE SAMPLE CODE, APIS AND DOCUMENTATION, ARE 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 SDK, INCLUDING WITHOUT LIMITATION THE SAMPLE CODE, APIS AND DOCUMENTATION, WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE SAMPLE CODE, APIS OR THE CHANNEL STORE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT DEFECTS OR ERRORS IN THE SDK, INCLUDING WITHOUT LIMITATION THE SAMPLE CODE, APIS AND DOCUMENTATION, WILL BE CORRECTED; THAT THE SDK OR CHANNEL STORE WILL BE COMPATIBLE WITH FUTURE ROKU PRODUCTS OR SERVICES; 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 AN ROKU AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SDK, INCLUDING WITHOUT LIMITATION THE SAMPLE CODE, APIS AND/OR DOCUMENTATION, PROVE DEFECTIVE OR ERRONEOUS, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR CHANNEL APPLICATION.

14. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ROKU BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE SDK (INCLUDING WITHOUT LIMITATION THE SAMPLE CODE, APIS AND DOCUMENTATION), YOUR DEVELOPMENT EFFORTS, OR YOUR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF ROKU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL ROKU'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY

APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY OR DEATH) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

15. General Legal Terms

A. Assignment. This Agreement may be assigned by either party at any time without the other party's consent.

B. Relationship of Parties. During the Term, You 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 You and Roku, and You will not 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 by Roku when sent to You at the email address or mailing address You provide in connection with Your Channel Application Developer Account. You consent to receive notices by email and agree that any such notices that Roku sends You electronically will satisfy any legal communication requirements. All notices to Roku relating to this Agreement 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, to this Roku address: Roku Channel Application Development, Roku, Inc., 12980 Saratoga Ave., Suite D, Saratoga, CA 95070 or such other address of which Roku may notify You 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 Roku 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 You and Roku arising out of or relating to this Agreement, the SDK, the Channel Store, Your participation in the Program, or Your relationship with Roku will take place in a state or federal court located in Santa Clara County, California, and You 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. 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 use of the SDK, Your Channel Application and the Channel Information, 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 You are 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.

APPENDIX A

PROGRAM REQUIREMENTS APPLICABLE TO CHANNEL STORE

At Your option, Channel Applications developed under this Agreement may be submitted to Roku for evaluation and, if accepted, posting by Roku in the Channel Store. If You submit Your Channel Application to Roku for the Channel Store, You accept and agree to these additional terms.

1. Channel Application Submission

You may submit Your Channel Application to Roku for acceptance for posting in the Channel Store in accordance with the procedures specified in the Channel Application Developer Site. By submitting Your Channel Application to Roku, You represent and warrant that Your Channel Application has been adequately tested, is complete, and complies with the Documentation, Content Restrictions, and Program Requirements then in effect. You agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your Channel Application from Roku's review or otherwise hinder Roku from being able to fully review it. You agree to cooperate with Roku in its review process and to answer questions and provide information and materials reasonably requested by Roku regarding Your Channel Application or the Content. If You make any changes to a Channel Application that has been submitted to Roku, You must resubmit the Channel Application to Roku. All bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of Your Channel Application must be submitted to Roku for review in order for them to be considered for distribution via the Channel Store. Roku undertakes no obligation to test your Channel Application for compatibility with the Player, functionality, reliability, or any other purpose.

2. Acceptance or Rejection of Channel Application

Roku may, in its sole discretion, accept or reject your Channel Application for distribution via the Channel store. If Roku accepts Your Channel Application, Roku will post it to the Channel Store within five (5) business days of Roku's acceptance of your submission. You agree that Roku may, in its sole discretion: (a) reject the Channel Application if it does not comply with all or any part of the Documentation, Content Restrictions, or Program Requirements then in effect; (b) reject Your Channel Application if, for any reason, Roku reasonably believes that the Content is inappropriate or may infringe any third party rights; or (c) distribute Your Channel Application to end users of the Player via the Channel Store. Roku reserves the right to review any applicable licenses and to reject Your Channel Application if it, in its sole discretion, does not believe the licenses are sufficient.

3. Additional Restrictions on Content and Channel Information

In addition to the Content and Channel Information Restrictions set forth in Section 8 of the Agreement, the following restrictions apply to Channel Applications offered through the Channel Store:

- A. The Content may not be obscene or pornographic, as determined by Roku in its sole discretion.
- B. Your Channel Information may not contain profanity or pornographic images, as determined by Roku in its sole discretion.

4. Information Submitted to Roku Not Deemed Confidential

Roku expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with the Program, including but not limited to information about Your Channel Application or Your Content. You agree that any such disclosures will be **non-confidential**. Roku will be free to use and disclose on an unrestricted basis any information that you disclose, without notifying or compensating You. Notwithstanding the foregoing, Roku will take reasonable measures to maintain the confidentiality of Your Channel Application software code pursuant to the terms of any Non-disclosure Agreement signed by the parties at the time of submission.

5. Use With Other Information

You understand and agree that Roku has control over the user interface for the Player and that Your Channel Information or portions of Your Content may be displayed together with other information. You agree that Roku may insert advertising or other plug-ins in the Player user interface that may be displayed, for example, on search result screens that contain Your Channel Information or Content, or on the pause screen when an end-user is viewing the Content provided by Your Channel Application.

6. Promotion of Channel Application

If Your Channel Application is accepted for the Channel Store, You must:

A. Prominently display a link on Your website to the Roku web site indicating that Your Channel is available on the Roku player.

B. Promote Roku in at least as prominent manner as other device partners that are displayed on the web site.

Roku will make available approved graphics for these purposes; if You use Roku trademarks, You must comply with Roku's trademark guidelines at www.roku.com.

7. Press Releases and Other Publicity

You may issue a press release that is limited to an announcement of the availability of Your Channel Application for the Player. If You make reference to any Roku products or technology or use Roku's trademarks, You agree to use an approved logo image provided by Roku and comply with Roku's published trademark guidelines, as modified by Roku from time to time. You may not make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Roku's prior written approval, which may be withheld in Roku's sole discretion.

8. Roku Reservation of Rights:

Roku reserves the following rights with respect to Your Channel Application:

A. To charge fees for participating in the Program (see paragraph 10E of the Agreement);

B. Roku may require You to make available a web API for Roku to incorporate Your Content into a comprehensive search function. Roku may specify the format of the API's.

C. Roku may require Channel Applications to utilize a common player activation mechanism.