

Media Feed Terms of Service

This Media Feed Terms of Service (“TOS”) is a legal agreement between you (either an individual or an entity) (“Distributor”) and Hulu, LLC (“Hulu”) for the Hulu products identified below. By installing the Media Feed (“MF”), which is the embed code for the Player plus the metadata, you agree to be bound by the terms of this TOS, that you do not receive more than 10 million unique visitors per month as measured by Comscore, Inc., and are not a multichannel video programming distributor, which includes but is not limited to multi-system operators, DBS operators and internet protocol television providers.. If you receive more than 10 million unique visitors per month as measured by Comscore, Inc. or are a multichannel video programming distributor and wish to access the MF, please contact Hulu at distribution@hulu.com.

If you do not agree to the terms of this TOS, You may NOT integrate or use the MF. Hulu reserves the right, with or without notice, to change the terms of this TOS at any time in its sole discretion. The most current version of this TOS can be reviewed by clicking [insert link]. The most current version of the TOS will supersede all previous versions. By using the MF, you agree to be bound by the most current TOS. If you do not accept the TOS or changes to the TOS, you must immediately discontinue your use of the MF. You should review the TOS periodically.

Hulu licenses television, feature film, and other content, and distributes such content through a proprietary video player (“Player”) available at its own website(s) (currently www.hulu.com) as well as third-party websites (all together, the “Hulu Service”). This TOS sets forth the key terms and conditions of the license by Hulu to Distributor of the Player and certain content (collectively, the “Licensed Content”) that can be viewed on the Distributor website(s) (“Distributor Website”) by integrating the MF.

1. License. Hulu hereby grants Distributor a royalty-free, non-exclusive, non-transferable license during the Term to integrate the MF and display the Player and the Licensed Content. Distributor may use the Player solely to enable end users located in the United States to stream, on demand, for free the Licensed Content provided by Hulu on the Distributor Website through a standard web browser (e.g. Internet Explorer, Firefox). Distributor may not (a) incorporate the MF or Licensed Content into any mobile application or living room device, including, but not limited to, televisions, game consoles, or set top boxes; and (b) stream or retransmit the Licensed Content via, any hardware or software application. Distributor may not use the Player or stream the Licensed Content on any internet enabled device other than a personal computer. Distributor accepts the Player, the Licensed Content and the MF “as is” from Hulu.

2. Hulu Obligations.

(a) Hulu will be responsible solely for controlling the MF and the Player, including branding, advertising therein, and content protection measures. All Licensed Content will be served by Hulu, and Hulu may add or remove any or all Licensed Content at any time, without notice. Hulu reserves the right to make changes or improvements to the MF and Player and discontinue

the MF and Player at its discretion. All rights not explicitly granted to Distributor are specifically reserved to Hulu.

(b) Hulu shall be responsible for content protection measures embedded within the Player and for any geo-filtering protections that are technically capable of being included therein. Distributor shall not take any steps that would disable, circumvent, remove, or otherwise interfere with the effectiveness of such content or geo-filtering protections.

(c) If Hulu determines that the MF, Player, any of the Licensed Content, or any other element of the Hulu Service may be the subject of a legal issue or claim, Hulu may cease distribution of the MF and/or Player, omit the Licensed Content from the Player, or terminate the Hulu Service, without notice. In such event, the MF will no longer be available and Distributor will stop integrating the MF and utilizing the Player or Licensed Content immediately.

(d) If Hulu determines that the Distributor Website contains content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule or regulation, infringes any right of any third party including intellectual property rights, or is otherwise inconsistent with Hulu’s brand or standards and practices, Hulu shall be entitled to suspend or terminate the TOS and accompanying MF immediately, without notice.

3. Distributor Obligations.

(a) Distributor shall integrate the MF with the Distributor Website as provided to Distributor by Hulu. Distributor may not delete from, add to, or otherwise modify the MF, Player, or the Licensed Content in any manner, including the size, advertising, and branding provided by Hulu without Hulu’s prior written approval.

(b) Distributor may not charge a subscription or access fee for Distributor’s Website.

(c) Distributor will control all advertising on the Distributor Website other than as set forth in 2(a) above, so long as Distributor does not (i) offer advertisers the opportunity to do targeting based upon Hulu, specific show titles, or content providers; (ii) run advertising, animated or otherwise (including pop-ups, crawls, and overlays), that interferes with or runs into the space on Distributor Website occupied by the Player in any way; and (iii) disintermediate the Player (e.g. running an advertisement prior to the commencement of the Licensed Content on the Player).

(d) With respect to advertising on any page on the Distributor Website on which the Player appears, Distributor shall comply with the advertising restrictions set forth at www.hulu.com/docs/distribution/adrestrictions.html, which Hulu may update from time to time. .

(e) Distributor may not incorporate or use the Hulu name or trademark, the Hulu Service, the MF, the Player, and the Licensed Content in any advertising or marketing materials.

(f) If the Distributor Website contains user generated content, Distributor shall comply in all material respects with the user generated content principles set forth on www.ugcprinciples.com.

(g) Distributor shall not make any representation or warranty on behalf of Hulu.

(h) Distributor shall not use the MF in a website location that promotes, provides instructional information about, or links to websites that engage in illegal file sharing (i.e. Bit Torrent), illegal activities, or physical harm or injury against any group or individual, or use the MF in any manner that is obscene, defamatory, libelous, invasive of personal privacy, or misleading.

(i) Distributor shall not display the name, logo, trademark, or other identifier of another person or company (except for Hulu or Distributor) in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the information sent via the MF.

4. Traffic Credit. For purposes of third party reporting (e.g., Comscore, Nielsen), Hulu will receive stream credit for each display of Licensed Content that appears within the Player.

5. Data Ownership and Use. As between Hulu and Distributor, all data relating to a user or a users' activities and movements (a) collected in connection with such users' use of the MF and/or Player will be owned exclusively by Hulu; and (b) collected in connection with such users' use of features or areas of the Distributor Website (other than data collected in connection with users' use of the Player) shall be owned exclusively by Distributor. To the extent that Distributor is able to independently derive or collect data that relates to users' use of the Player, Distributor may not use such data for any purpose other than offering additional editorial content (e.g., polls, user reviews, and photo galleries) directly related to the Licensed Content. Hulu and Distributor each shall comply with all applicable laws and regulations and shall collect, use, and share such data only in accordance with their respective privacy policies.

6. Term. The term of this TOS shall extend until the one (1) year anniversary of the date that you integrate and use the MF. Thereafter, subject to your compliance with the TOS, the TOS will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this TOS.

7. Termination. Either party may terminate this TOS for any reason (or no reason) at any time with or without notice.

7. Trademarks. Each party shall have a non-exclusive, non-transferable license during the Term to use the other parties' trademarks and logos (as provided by one party to the other) for the sole purpose of promoting the availability of the MF and the Licensed Content on the Distributor Website provided that Distributor comply with Hulu's branding guidelines found at

[insert link]. Distributor may not issue any press release or engage in any publicity involving this TOU, the Hulu Service, the Player, or the Licensed Content. Each party acknowledges the ownership right of the other party in the trademarks and other intellectual property.

8. NO WARRANTIES. THE MF, PLAYER, HULU SERVICE AND LICENSED CONTENT IS TAKEN BY DISTRIBUTOR "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DISTRIBUTOR EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE USE OF THE MF, PLAYER AND LICENSED CONTENT IS AT DISTRIBUTOR'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND PERFORMANCE IS WITH DISTRIBUTOR.

9. Indemnity. Distributor agrees to hold harmless and indemnify Hulu, and its subsidiaries, affiliates and licensors and their respective officers, agents, and employees, advertisers, or partners, from and against any claim arising from or in any way related to Distributor's use of the MF, Player, and/or Licensed Content, violation of this TOS, violation of applicable laws and regulations, including without limitations, privacy law, or any other action or claims connected with or related to your use of the MF, Player, and/or Licensed Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigations costs and expenses, and attorneys' fees, of every kind and nature.

9. Limitation of Liability. Neither Hulu nor its affiliates, nor their respective directors, employees, agents, representatives, and suppliers, shall be liable under, or in connection with, this TOS to Distributor for any direct, indirect, incidental, consequential, special, reliance, or punitive damages (including loss of business, revenue, profits, use, data, or other economic advantage), however caused and regardless of theory of liability, even if a party is informed in advance of the possibility of such damages. In no event shall Hulu's total liability to Distributor under this TOS for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of \$50.00 USD. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

10. Assignment. Distributor may not assign this TOS.

11. Governing Law. This is the exclusive TOS between the parties as to the MF, the Player, the Hulu Service, and the Licensed Content. This Deal Memo shall be governed by the laws of the State of California without regard to conflicts of laws principles. Each of the parties irrevocably consents to exclusive personal jurisdiction and venue in the federal and state courts located in Los Angeles County, California.