

# SkoVu TV Streaming Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR ACTIONS AS A STREAMER ON THE SKOVU STREAMING NETWORKS.

## I. Introduction.

Welcome to the SkoVu, Streaming Network, LLC, (“**SkoVu**”, “**us**” or “**we**”) streaming video on demand network, consisting of original films, series and shows. This STREAMER agreement (this “**Agreement**”) for the SkoVu Streaming Network is a legal contract between you, an individual user of at least 18 years of age or a single entity (“**you**”, “**User**”, “**user**” or, collectively, “**Users**”, “**users**” or “**STREAMERS**”), and SkoVu regarding your use of the SkoVu Streaming Network. The SkoVu Streaming Network allows certain users called STREAMERs to distribute and display streaming live videos (“**SkoVu Performances**”) and to distribute, post and display textual and photographic comments (“**STREAMER Comments**”) and personally identifiable information commonly known as *name and likeness* (“**STREAMER Name and Likeness**”). SkoVu Performances, STREAMER Comments and STREAMER Name and Likeness, together with all other text, files, images, photos, video, sounds, musical works, works of authorship, applications, preview clips and artwork created from SkoVu Performances, STREAMER Comments and STREAMER Name and Likeness (pursuant to this Agreement) or any other materials submitted, displayed, published, posted or transmitted through or on the SkoVu Streaming Networks by STREAMERs are collectively referred to as “STREAMER Submissions”. The “**Effective Date**” of this Agreement is \_\_\_\_\_ the date on which you agreed to SkoVu Streaming Network’s Terms of Service

## II. Incorporation by Reference.

Your use of the SkoVu Streaming Network is subject at all times to this Agreement and the Terms of Service. The Terms of Service are hereby incorporated into this Agreement by reference. For information regarding how SkoVu collects, uses and discloses your personal information, please see the SkoVu Privacy Policy on SkoVu’s website.

## III. Modification of this Agreement.

SkoVu reserves the right, at its discretion, to change, modify, add, or remove portions of this Agreement at any time by posting amended terms to this Agreement. SkoVu will notify you when material changes are made to this Agreement. Please check this Agreement periodically for changes. Your continued use of the SkoVu Streaming Network after the posting of changes constitutes your binding acceptance of such changes.

## IV. STREAMER License Grant.

Although you retain all ownership in your STREAMER Submissions, you hereby grant SkoVu a worldwide, perpetual, fully assignable, royalty-free right and license, with the right to sublicense as necessary to perform its obligations hereunder, to do the following.

(i) create preview clips and artwork from your STREAMER Submissions and make available your preview clips and artwork via the SkoVu Streaming Network to users;

(ii) encode, transcode, compress or convert your STREAMER Submissions into any format, any bit rate, and using any Codec now known or later developed;

(iii) store your STREAMER Submissions on one or more servers in order to deliver Streams, display your STREAMER Submissions to users and for routine archival purposes;

(iv) use and publish, and to permit others to use and publish, the name(s), trademarks, likenesses and biographical materials of you and all persons rendering services in connection with your STREAMER Submissions, in connection with the SkoVu Streaming Networks;

(v) edit, reproduce, distribute, publicly perform, stream, display, transfer and host your STREAMER Submissions; and

Such rights and licenses will apply to any form, media, or technology now known or hereafter developed.

By distributing or disseminating STREAMER Submissions through the SkoVu Streaming Network, you hereby grant to each user of the SkoVu Streaming Network that is authorized to access your STREAMER Submissions a perpetual, personal, non-exclusive license to access and view your STREAMER Submissions.

SkoVu will not be obligated to account and pay performance, mechanical or other royalties to you, all such sums being included in the STREAMER Payment (as described in Article VII below).

## **V. The Term.**

The time period that this Agreement is in effect begins on the Effective Date and continues for at least one year (12 months) on the SkoVu Streaming Network. After the term has ended the option to renew will be based solely on a mutual agreement between the STREAMER and the SkoVu Streaming Network. SkoVu can terminate this Agreement at any time by sending you a notice of their intention to terminate.

## **VI. Data and Metrics.**

SkoVu is the sole owner of all data it observes or collects during or after the Term as part of providing the SkoVu Streaming Networks.

## **VII. STREAMER Payment Options.**

4.2.1. Allocation from Transactions. For Actual End User Fees generated from Transactions (herein defined collectively as Downloads, Rentals, and Tips) Streamer shall earn fifty percent.

4.2.2. Allocation from Subscriptions. For Actual End User Fees generated from Subscriptions, Streamer shall earn ten percent.

4.2.3. Report and Payment of Shares. Streamer will receive a report detailing how allocations are calculated as well as their allocation of Actual End User Fees up to thirty-five (30) days after the end of the month in which Actual End User Fees are collected by SkoVu TV.

## VIII. Miscellaneous.

The expiration of the Term of this Agreement will not relieve either party from their respective obligations incurred prior to or during the Term. Accordingly, the provisions of this Agreement will continue to apply even after the expiration of the Term.

If we receive a claim that our distribution of your STREAMER submissions or any other materials provided or authorized by you violates any third party rights or if a claim arises from your breach or alleged breach of the representations, warranties, and covenants made by you herein, you agree to fully indemnify and hold us harmless, and upon our request, defend us and our affiliates (and their respective directors, officers, contractors and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) concerning any such claim. Accordingly, you agree to reimburse us and our affiliates on demand for any payments made in resolution of any liability or claim that is subject to indemnification under this paragraph. We will use reasonable efforts to promptly notify you of any such claim, and by obtaining, posting and maintaining an adequate bond for our benefit you may assume control of the defense of such claim, provided that we will have the right in all events to participate in the defense thereof. Additionally, you agree to indemnify, defend, and hold us harmless from and against anything including all losses or liabilities (including reasonable attorneys' fees, costs, and expenses) arising out of any claims by any partner that relates to your withdrawal of your STREAMER submissions (such as claims alleging unfair business practices, or price discrimination).

The Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SkoVu without restriction. Any assignment attempted to be made in violation of this Agreement shall be void. This Agreement will be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of each of the parties.

This Agreement will be governed and interpreted in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed therein, without regard to principles of conflict of laws.

### **Disclaimer of Liability:**

#### **READ THE FOLLOWING CAREFULLY AS IT LIMITS OUR LIABILITY.**

**The SkoVu Streaming Networks are provided "AS IS," without warranties of any kind. We expressly disclaim any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. We shall have absolutely no liability in connection with the services including without limitation, any liability for damage to your hardware, software, and business resulting from the SkoVu Streaming Networks. We make no warranty, representation or guaranty as to SkoVu Streaming Networks. We make no warranty, representation or guaranty that the SkoVu Streaming Network will be uninterrupted or error free or that any defects can be corrected.**

STREAMER REPRESENTATIVE \_\_\_\_\_

STREAMER REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SKOVU, STREAMING NETWORK, LLC REPRESENTATIVE\_\_\_\_\_

SKOVU, STREAMING NETWORK, LLC REPRESENTATIVE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

The services are offered by SkoVu, Streaming Network, LLC, 5500 N Bailey Av Ste 932, Amherst, NY 14226