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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Curtiss Sarikey, Chief of Staff
Mario Capitelli, Manager

Meeting Date October 26, 2022

Subject Roku App Developer Terms of Service Agreement

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services This is the standard terms of service for developing the OUSD/KDOL App for Roku that will allow 24 hour a day streaming of KDOL's live feed, including all Board of Education and committee meetings to anyone anywhere on a Roku device. There is not cost associated with this.

Term September 16, 2022 – September 16, 2027

Not-To-Exceed Amount \$0

Competitively Bid No

In-Kind Contributions No

Funding Sources None Required

Background We are expanding access to our live cablecast content to a variety of streaming platforms including all Android and Apple Phones, Apple TV, Amazon Firestick, and Roku platforms. This is part of the service provided with our new content server and will include all live legislative meetings. This upgrade will also include closed captioning for all content.

Attachments Roku Distribution Agreement

Last updated: May 25, 2022

Approved as to form on September 13, 2022 by Joshua R. Daniels



Roku Distribution Agreement

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ROKU.

1. Overview. This Agreement between you and Roku states the terms that govern the distribution of your Applications and/or Content via the Platform. Through your Developer Program account, you may make certain elections regarding how each of your Applications and/or Content is distributed (e.g., by selecting the Store(s) in which you wish to make your Applications and/or Content available), and those elections will determine the scope of the licenses granted to Roku via this Agreement as well as which of the Exhibits to this Agreement apply to you.

This Agreement governs the distribution of your Applications and/or Content via the Platform in all of the Territories corresponding to the Stores you select through the Developer Program. Please also see the Territory Specific Riders, attached as Exhibit D to this Agreement, for supplemental terms and conditions for certain Territories. In the event you choose to make any Application and/or Content available in any Stores directed at one or more of the Territories identified in Exhibit D, the corresponding Territory Specific Rider(s) also shall apply to and govern the distribution of such Applications and/or Content via the Platform solely in each such Territory. Roku also offers a non-dedicated Store covering all regions (excluding Sanctioned Countries) worldwide not already served by a dedicated Store (the “**Rest of World Store**” or “**ROW Store**”), and by choosing to publish your Application and/or Content in the ROW Store, the terms of Section 9.5 below shall also apply to you.

2. Accepting this Agreement. By accepting this Agreement, you are subject to and agree to comply with this Agreement. If you are accepting this Agreement on behalf of another entity, you represent and warrant that you have the full authority to legally bind such entity to this Agreement. You may not distribute Applications or Content via the Platform if you do not agree to this Agreement.

3. Developer Policies. By accepting this Agreement, you are also subject to and agree to comply with the Developer Tools License Agreement (<https://docs.roku.com/doc/developersdk/en/us>), all applicable Developer Terms (<https://developer.roku.com/developer/terms>), and any other terms, rules and policies applicable to the Developer Program that Roku makes available to you from time to time (collectively the “**Developer Policies**”).

4. Term of Agreement. This Agreement will become effective when you check the appropriate box or click an “AGREE” or similar button where provided by Roku, and will remain in effect until terminated as set forth below (the “**Term**”).

5. Definitions.

Affiliate: an entity controlling, controlled by, or under common control with Roku, where “control” refers to direct or indirect ownership or control of at least fifty percent (50%) of the voting shares or securities of the controlled entity.

Agreement: this Roku Distribution Agreement, its exhibits, and the Developer Policies, all as amended from time to time.

Application: a software program developed for distribution via the Platform. For clarity, all references in this Agreement to your Application shall be deemed to include any and all of your Applications collectively.

Content: the audiovisual, visual, audio and other materials made available to Platform end users by you or on your behalf under this Agreement.

Developer Email Address: the email address associated with your enrollment in the Developer Program.

Developer Program: a program that Roku makes available to developers and content providers in order to develop, manage, distribute and monetize Applications and Content via the Platform.

Developer Service: the service(s) you make available to end users through your Application(s).

Developer Site: the website that Roku makes available to you to administer your Application, your Content, and your participation in the Developer Program, currently located at developer.roku.com (<http://developer.roku.com>).

Developer Tools: Roku’s software development kit (“**SDK**”), Roku’s channel builder tool (“**Direct Publisher**”), and any other tools for building or operating Applications or publishing Content that Roku makes available to you from time to time through and pursuant to the Developer Program, your use of which is governed by the Developer Tools License Agreement (<https://docs.roku.com/doc/developersdk/en/us>).

Device: any streaming device running the Roku OS, whether made available by Roku, a Roku co-branded device partner, or a Platform Licensee.

First-Party Login: an end user login mechanism in your Application that is controlled directly by you (and not by a third-party such as Facebook or Google).

Kids-Directed Content: Content that either: (a) is directed to children as defined by the Law of the jurisdiction in which the Content is shown (e.g., The Children's Online Privacy Protection Act); or (b) was made for viewing primarily by children within the jurisdiction in which the Content is shown.

Law: all applicable laws, rules, regulations, orders and other requirements of governmental agencies, each as may be implemented and/or amended from time to time.

Marketing Materials: any materials provided by or approved by you in connection with the advertising, promotion and marketing of your Application and/or Content.

Platform: the software and services used by Roku to distribute software applications and/or digital materials to end users. The Platform may be updated or changed in whole or in part from time to time during the Term.

Platform Data: any Restricted Identifier and any other data collected, used or made available by Roku through the Stores, Devices, the Platform, or any other Roku-controlled mechanisms.

Platform Licensee: any third party device distributor licensed by Roku to use the Platform, on a white label or co-branded basis, in connection with its distribution of Applications and/or Content to such distributor's end users.

Product Information: materials you make available to Roku for presenting, depicting, performing and/or facilitating the discovery of your Application and/or Content, including in Platform interfaces, search results, discovery and/or recommendation features, and Stores (e.g., the channel tile logo, screenshots, summaries, video thumbnails, artwork, content IDs, title information, supported end user commands, and related metadata).

Restricted Identifier: any information (excluding RIDA but including Device IP addresses, MAC addresses and serial numbers) that is made available to you through the Platform or any Device and that identifies a Platform end user or that, when combined with other information, can lead to the identity of a Platform end user.

RIDA: the Roku identifier for advertisers.

Roku: Roku, Inc., a Delaware corporation and, as the context requires, its Affiliates worldwide, and their respective successors and assigns.

Roku Marks: Roku's logos consisting only of the name ROKU represented in the colors, shape and style set forth in the Roku Trademark Guidelines (<https://docs.roku.com/doc/trademarkguidelines/en-us>).

Role: a set of permissions granted by a Root Account Holder to another Developer Program account holder, with respect to Applications and/or Content published via the Platform by such Root Account Holder (e.g., Administrator, Finance, Product, etc.). Please refer to your Developer Program (<https://developer.roku.com/developer>) dashboard for more detail on Role-based access to the Developer Program.

Root Account Holder: for a given Developer Program account, the individual or entity who signed up and registered for such Developer Program account. You are the Root Account Holder for the Developer Program account you are registering for by entering into this Agreement.

Sanctioned Country: as defined in [Section 18](#) (Compliance with Law) below.

Store: a digital storefront of Applications.

Territory: the country or region corresponding to each Store that you select through the Developer Program, for each of your Applications and/or TRC Content offerings.

The Roku Channel or TRC: the content distribution service (including its search, discovery and recommendation features) owned, operated and having a brand name owned and/or controlled by Roku (currently, *The Roku Channel*), which may be accessible through websites, applications, device interfaces, and/or any other digital platforms or points of presence now known or hereafter devised, as such service may evolve from time to time.

TRC Content: Content that is published and monetized via TRC Distribution.

TRC Distribution: the ad-supported distribution of Content via The Roku Channel.

You or you: the person, company or other entity that is entering into this Agreement.

Your Marks: your trade names, trademarks, service marks, logos, or brands, as owned (or licensed) by you from time to time.

Your Properties: your Applications, Developer Services, Content, Product Information, Marketing Materials and Your Marks.

6. License Grants; Reservation of Rights.

6.1. License to Roku. You grant to Roku a non-exclusive and royalty-free license during the Term to:

- a) distribute, use, reproduce, and display your Application via the Platform;
- b) enable users to access, view and display your Content via the Platform;
- c) distribute, use, reproduce and display Your Marks and Product Information in connection with the distribution of your Application and Content including: (i) in Stores; (ii) on websites and mobile apps; (iii) in search, discovery and recommendation features that include your Application or Content; and (iv) in satisfaction of any obligations under this Agreement;
- d) distribute, use, reproduce and display in any and all formats, your Marketing Materials, Product Information and Your Marks (subject to any reasonable and customary branding guidelines you furnish to Roku in writing) to market and promote the availability of your Application and Content, including on and off Platform, on Device packaging and related inserts, and in satisfaction of any obligations under this Agreement;
- e) distribute, use, reproduce and display in any and all formats Your Marks and Product Information as they appear “*in use*” and authorize our Platform Licensees and retailers to do the same; and
- f) engage in activities reasonably necessary to fully exploit the rights set forth in this Agreement, including the reproduction, caching, encoding, encryption, hosting, storing and optimization of the Applications, Product Information, and Content.

6.2. License to You.

- a) Roku grants to you a limited, fully-revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license during the Term to use, reproduce and display the Roku Marks in the Territory on your marketing and advertising materials solely for the purpose of promoting the availability of your Applications and Content that are made available via the Platform and only in accordance with the Roku Trademark Guidelines (<https://docs.roku.com/published/trademarkguidelines/en/us>).
- b) If Roku determines that your use of the Roku Marks (i) is inconsistent with the Roku Trademark Guidelines (<https://docs.roku.com/published/trademarkguidelines/en/us>), (ii) harms, tarnishes, blurs, or dilutes the quality associated with the Roku Marks, or their associated goodwill, or (iii) may otherwise adversely affect Roku, then Roku may terminate the foregoing license and you must immediately discontinue use of the Roku Marks.

7. Ownership/Reservation of Rights. As between the parties, (a) Roku owns, and will continue at all times to own, all right, title and interest in and to the Platform, the Roku Marks, and the Platform Data, and (b) you own and will continue at all times to own, all right, title and interest in and to your Applications (other than any Developer Tools contained therein), Developer Services, Content, Product Information and Your Marks. Each party reserves all rights not expressly granted to the other party in this Agreement. Neither party grants the other party any other licenses or rights, expressly or by implication, estoppel, exhaustion or otherwise.

8. Developer Program.

8.1. You are solely responsible for: (a) maintaining the confidentiality of your Developer Program credentials, and (b) all Applications and Content developed or published in association with your privileges in the Developer Program. You agree that all information provided by you in connection with the Developer Program will at all times be true, complete and accurate, including any billing account details, payment methods, Developer Email Addresses, contact information for End User Support, Technical Contact(s) and Administrative Contact(s), and any other required information. Failure to maintain complete and accurate contact and payment information in the Developer Program may result in delayed payments by Roku under this Agreement. Roku shall not be responsible for any losses associated with such delays.

8.2. In your capacity as a Root Account Holder hereunder, you may assign Roles to one or more other Developer Program account holders (including third party contractors) in connection with your Applications and/or Content, but any such Applications and/or Content must be owned by you, submitted and published under your own Developer Program account, and distributed as Applications and/or Content in compliance with this Agreement. If you wish to assign a Role under your Developer Program account (e.g., if you engage a third party contractor to build a Roku channel for you and you wish for them to manage Application submission and certification on your behalf), the individual or entity to whom you wish to assign such Role must have and maintain their own Developer Program account. *Submitting an Application under a Developer Program account where the Root Account Holder does not own or control all necessary rights and licenses to such Application (including those set forth in the "Representations and Warranties; Rights Clearances" Section of this Agreement) may result in the forfeiture of such Application and/or its reassignment to whatever entity does own or control such rights and licenses, and you hereby release Roku from any claims, demands or other actions arising out of such forfeiture and/or reassignment.* You are responsible to Roku for all activities undertaken under your Developer Program account, including all activities undertaken by anyone to whom

you've assigned a Role, and for ensuring that all such activities comply with this Agreement. All such activities shall be deemed to have been undertaken by you, and you shall be responsible to Roku for all such actions.

8.3. Conversely, by entering into this Agreement, you are now eligible to have Roles assigned to you by other Root Account Holders in connection with Applications and/or Content that such Root Account Holders make available via the Platform. The distribution of such Applications and Content shall be governed by the applicable agreement(s) between Roku and such other Root Account Holders and not by this Agreement.

9. Submitting your Applications to Roku for Certification and Distribution.

9.1. You will develop each of your Applications in accordance with all Developer Policies, utilizing either (a) Direct Publisher (each, a "**Direct Publisher Application**"), or (b) the SDK (each, an "**SDK Application**"). You are responsible for reviewing the Certification Requirements (<https://developer.roku.com/develop/channel-store/certification>) for information on Roku's Application review and approval requirements.

9.2. Subject to Section 12 below, to ensure that your Application complies with this Agreement, you will submit your Application to Roku for Roku's review and approval (at Roku's sole discretion) prior to Roku publishing (or republishing) your Application. You will not hide, misrepresent or obscure any features, content, services or functionality in your Application from Roku's review, or otherwise hinder Roku from being able to fully review your Application. You will cooperate with Roku in its review process and provide information and materials requested by Roku to enable Roku to fully review the Application.

9.3. Upon each submission, you will provide Roku with a sufficient number of test accounts (fully-enabled and, if applicable, fully paid) for your Application (including, if applicable, valid log-in credentials) so that Roku can access and review all Content and Developer Services (and functions thereof) made available via your Application. Roku is not obligated to review your Application or related materials but may do so at any time and for any purpose, and Roku may permit its hardware partners and Device manufacturers to participate in such review. Roku's review or acceptance of your Application or related materials will not relieve you of any responsibilities under this Agreement.

9.4. Upon Roku's certification of your Application, you will make your Application available to Roku for distribution to end users in all selected Stores, throughout the Term, on all Devices, and in accordance with the Developer Policies at all times. Subject

to all other terms of this Agreement, Applications may be downloaded to Devices an unlimited number of times during the Term.

9.5. From time-to-time Roku may open Stores dedicated to one or more new Territories (each, a “**New Store**”). In such case, if you’ve published any Application(s) and/or Content in the ROW Store, Roku will have the right to publish such Application(s) and/or Content in the New Store upon written notice to you via your Developer Email Address (each, a “**New Store Notice**”) unless you opt-out of such publication by notifying Roku in accordance with the opt-out steps and timing specified in the New Store Notice.

10. Platform Requirements.

10.1. You will not spam the Platform with duplicative or substantially similar Applications, including by means of multiple enrollments in the Developer Program. If you wish to publish multiple sets of programming (e.g., episodes from multiple television series, theme-based collections of films, etc.) under the same commercial model (e.g., ad-supported, subscription-based, etc.) then you will publish them in one single Application rather than publishing each set/series/collection in its own Application.

10.2. You will not use irrelevant, misleading, or excessive keywords in your Application or Product Information.

10.3. You will not, without Roku’s prior permission (which may be withheld, revoked or conditioned), (a) include any web browser(s) in your Application, or enable end users to enter web addresses into your Application, (b) permit your Application to interact with third party applications, third party logins (e.g., Facebook SSO), third party voice-controlled platforms, or third party advertising code, pixels, SDKs, APIs or other technology (e.g., header bidders), (c) include any guide or similar search and discovery feature within your Application that identifies third party services outside your Application where Content may be available, or (d) provide access to other Applications within your Application.

10.4. You will not compensate, nor authorize third parties to compensate, end users in exchange for ad or content views.

10.5. You will ensure that your Application, Content and Developer Service(s) do not contain any viruses, malware, spyware, or other harmful or malicious code.

10.6. You will not engage in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner: (a) the Platform or any Application or Content thereon, or (b) the devices, servers, networks, information or other properties or services of any third party, including end users or any network operator.

11. Roku Search, Discovery and Recommendation Features; Promotion.

11.1. Upon Roku's request, you will provide Product Information reasonably required for Roku to include your Application and/or Content in any search, discovery and recommendation features available via the Platform (e.g., metadata, content IDs and title information), including any metadata regarding custom voice commands and/or other interactions you wish to support through your Application, as further set forth in the Developer Policies (see section on "Discovery (<https://developer.roku.com/docs/developer-program/discovery/overview.md>)").

11.2. Upon Roku's request, you will provide Roku with one or more pre-approved promotional evergreen display banners, in accordance with Roku's then-current delivery specifications, that Roku may use to promote your Application in Platform end user interfaces.

11.3. Roku may use metadata and/or key art from third parties (e.g., Gracenote) instead of or in addition to Product Information provided by you.

12. Support and Maintenance Requirements.

12.1. Roku undertakes no obligation to test or monitor your Application or Content for functionality, reliability, compatibility with Devices, or for any other purpose.

12.2. You will be solely responsible (and Roku has no responsibility to you or any third party) for your Application, Content and Developer Services, including (a) the development, support, maintenance and security of your Application and Content, and (b) all obligations, expenses, royalties, losses and liabilities resulting from the distribution of Your Properties, including the exercise by Roku of any rights granted to Roku under this Agreement.

12.3. You will be solely responsible (and Roku has no responsibility to you or any third party) for customer support for your Application. Roku may direct customer support inquiries to you, including via your Developer Email Address. If your Application becomes unusable by end users (for instance, if your server goes down) you must promptly publish a message on the end user interface of your Application informing end users that your Application is unavailable. For your Paid Applications (as defined in [Exhibit A](#) of this Agreement), the message must also provide instructions enabling end users to contact your customer support. You must respond to customer support inquiries promptly, and no later than the next business day.

12.4. Separately for each Territory, in accordance with any and all Laws, Territory-specific industry guidelines, and Roku specifications, you will provide (a) closed captions, (b) content advisory ratings, and (c) all other accessibility features and

content disclosures ((a)-(c) collectively, “**Required Disclosures**”) for all materials that are required by Law to be made available and distributed in such Territory with such Required Disclosures, including with respect to any TRC Content. If you deliver any materials to Roku in connection with this Agreement without Required Disclosures, you will provide to Roku, via email to Roku_legal@roku.com (mailto:Roku_legal@roku.com), a reasonably detailed written certification that the corresponding Required Disclosures are not required for such materials in such Territory, which certification shall include a clear and concise explanation of why each category of Required Disclosures are not required. You agree that the provisions of this Section will be the mechanism by which you inform Roku of materials that are required by Law to be made available with Required Disclosures. Otherwise, any material made available without corresponding Required Disclosures shall be deemed to be in violation of the applicable Law, subject to applicable penalties, indemnifications and termination of this Agreement.

13. Commercial Terms. If you are publishing an Application under this Agreement, the commercial terms applicable to such publication are set forth in Exhibit A of this Agreement. If your Application is a Direct Publisher Application, or if you’ve otherwise designated your Content (e.g., through your Developer Program account) as being available for TRC Distribution, then you are also subject to the terms set forth in Exhibit B of this Agreement.

14. Data Collection and Use.

14.1. You may collect, use or disclose Platform Data only (a) to operate your Application, (b) deliver your Content to end users on the Platform, and/or (c) to serve and measure advertisements on the Platform, all in accordance with this Agreement (including Section 15 below). You will use commercially reasonable measures to protect the security of Platform Data in your possession. Roku may provide and/or authorize Platform Licensees to use, collect and disclose Platform Data with respect to such Platform Licensees’ stores, platforms, services and devices to the same extent as Roku may use, collect and disclose any such data.

14.2. You must conspicuously make available, including within your Application(s) and on your website(s), a privacy policy that complies with Law and that otherwise provides clear and complete information to users regarding your collection, use and disclosure (including to Roku) of user or Device data. You must also take appropriate measures to protect such user and Device data from unauthorized use, disclosure or access by third parties.

14.3. Roku’s data collection practices (including with respect to information collected from you pursuant to this Agreement) are described in the Roku Privacy Policy (<https://docs.roku.com/doc/userprivacypolicy/en-us>). Further information regarding

the types of Platform Data that Roku makes available to you regarding your Application is available in the Developer Policies (see section on “Analytics & Reporting (<https://developer.roku.com/en-gb/docs/features/analytics/analytics-reports.md>)”).

15. Behavioral Ad Tracking and Targeting.

15.1. In addition to the obligations set forth in Section 14, you agree to abide by the following throughout the Term with regard to behavioral advertising and targeting:

a) In connection with any and all behavioral tracking and/or ad targeting on the Platform, you may only identify Devices or Device end users using a First-Party Login or RIDA, and through no other means.

b) You shall not, nor shall you permit or facilitate any third party (including any third party advertising service provider) to, use a Restricted Identifier or any means other than a First-Party Login, for (i) tracking or targeting a Device end user across multiple devices or outside of your Application, (ii) building, editing, influencing or augmenting your own or third party device graphs with Device and/or Device end user data, or (iii) re-identifying Device end users. To the extent you make data about your end users available to third parties, you shall not identify Device end users using Restricted Identifiers. You shall not knowingly source data from, or share data with, any third party in a manner that enables or facilitates any of the activities prohibited by this Section 15.

15.2. You shall, and shall ensure all third parties, honor end users' privacy settings made known to it, including via Roku's '*limit ad tracking*' option. When the '*limit ad tracking*' field is set to true on a given Device, you will not (and will not facilitate any third party to) deliver behaviorally targeted ads to such end user(s) on such Device, and to the extent you maintain a profile or record for such end user(s), you will cease appending any further advertising-related data collected through your Application to any such profile or record. Whenever the RIDA is reset by an end user on a given Device, you will not (and will not facilitate any third party to) attempt to combine, correlate or otherwise associate the prior RIDA (and any information associated therewith) with the new RIDA of such Device. Without limiting the above, where advertising is being served by Roku within your Application, you will pass all requested Restricted Identifier and '*limit ad tracking*' values to Roku.

15.3. For clarity, this Section 15 does not apply to TRC Distribution, the corresponding terms for which are in Exhibit B.

16. Content and Application Metadata Requirements.

16.1. You will not provide or use materials in connection with this Agreement, including within Your Properties, that Roku determines: (a) incite violence, place individuals or groups in imminent harm, or are otherwise unlawful or encouraging of illegal activity; (b) infringe or violate third party rights, including any person's privacy rights or right of publicity; (c) constitute pornography; (d) facilitate gambling; (e) contain false, irrelevant or misleading information or Application names; or (f) are inconsistent with Roku's other applicable terms and conditions, and Roku reserves the right to deny and/or suspend the distribution of any Application or Content that violates the foregoing. If you choose to make your Application and/or Content available in any Stores directed at any Member States of the European Union (EU), you hereby further represent and warrant throughout the Term that your Application and/or Content, as applicable, comply with the advertising requirements of the EU's Audiovisual Media Services Directive as implemented by the relevant EU Member States.

16.2. With respect to Product Information that will or may appear outside of your Application (e.g., in search results, in the Platform user interface, or on Roku's websites), you will only use Product Information that is appropriate for all audiences.

16.3. When you select a genre for your Applications through the Developer Program, by selecting "Kids & Family" (or any other child-directed genre) you agree that (a) you may only include Content in such Applications that is appropriate for children (as defined under the Laws of the applicable Territory), (b) you may not include ads that are targeted based on user activity (i.e., behavioral ad tracking or profile building) but rather only include non-behavioral ads that are appropriate for children and comply with all Laws (e.g., no graphic violence, adult situations, etc.), and (c) you will comply with Roku's Channels "Made for Kids" (<https://docs.roku.com/published/madeforkids/en/us>) policy throughout the Term.

17. Representations and Warranties; Rights Clearances.

17.1. You represent, warrant and covenant that: (a) you have the ability, capacity and authority to enter into this Agreement; (b) you have obtained any and all necessary rights, licenses and approvals to perform your covenants and agreements set forth in this Agreement; (c) in connection with your obligations under this Agreement, you will not act in any manner that conflicts or interferes with any existing commitment or obligation you may have; and (d) no agreement previously entered into by you will interfere with your performance of your obligations under this Agreement.

17.2. You represent, warrant and covenant that (a) you have (and will continue to have at all times during the Term) all intellectual property rights, including all necessary rights and licenses under patent, trademark, trade secret and copyright, in and to all materials provided or used by you in connection with this Agreement, including Your Properties;

(b) such materials will be free and clear of all liens, claims and encumbrances; (c) you have obtained all music rights and music clearances which are required with respect to any music contained in any of the foregoing materials (including music synchronization, mechanical and music performance rights through to the viewer, and dramatic and non-dramatic music rights); (d) no supplemental or additional use payments by Roku will be required with respect to the exploitation of any of the foregoing materials by Roku under this Agreement; and (e) you will provide appropriate notice and obtain any required consents to allow Roku and others to collect, use, and disclose the information Roku will collect from users of your Application in connection with any serving of Advertising by Roku therein (as set forth in Exhibit A below), including IP address, Device identifier, and any other data that is passed to Roku as part of the ad request, Roku-provided pixels or a “*Real Time Bidding*” bid request.

17.3. Without limiting the foregoing, you are responsible for and will pay all required royalties, public performance license fees, mechanical rights royalty or license fees, music synchronization and master license fees, guild fees, residuals and similar amounts arising from any exercise by Roku of any rights granted to it under this Agreement or from any other activity contemplated under this Agreement.

18. Compliance with Law.

18.1. You will comply, and will ensure that Your Properties comply, with all Laws in connection with this Agreement, including those in any jurisdictions in which your Application(s) may be offered or made available, and you will not use the Platform for any illegal activities.

18.2. You and your employees, consultants, officers, directors, members, or representatives, (each and any of said individuals described above shall be referred to collectively as “**Your Representatives**”), shall act in accordance with this Agreement, in compliance with the U.S. Foreign Corrupt Practices Act (US FCPA), the UK Bribery Act, Brazil’s Clean Company Act, and any other applicable law on anti-corruption and bribery matters. Your Representatives, may not participate directly or indirectly in the payment, offer, giving, promise or authorization to pay any portion of the consideration received in connection with the subject matter of this Agreement or any other resource or thing of value in connection with the activities under their control under this Agreement to any party, including a Government Official, as defined hereafter, to obtain or maintain a business or ensure any inappropriate competitive advantage or allow such actions by any third party in connection with this Agreement. For purposes of this clause, the term “**Government Official**” shall have the following meaning: (a) the official or employee of any government or any department, agency, or entity, including entities owned or commercially-controlled by the government; (b) an officer or employee of an international organization; (c) any person acting with official authority for or on behalf

of any government, department, agency or international public organization, or entity; (d) any political party or official belonging to said parties; (e) any candidate for an official position; or, (f) any other person, individual, or entity under the direction or acting for the benefit of any person or entity described in the above sections.

18.3. Notwithstanding anything to the contrary in the Agreement, you agree to comply fully with all applicable economic sanctions, export control, and anti-boycott laws and regulations of the United States and all other applicable jurisdictions, including but not limited to the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations, as set forth in 15 C.F.R. 730-774, and the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), as set forth in 31 C.F.R. 500-598 and certain executive orders (collectively, "**Trade Control Laws**"). You represent and warrant that you are not any of the following (each, a "**Restricted Party**"): a person or entity (a) identified on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; or the Denied Parties List, Unverified List or Entity List maintained by BIS; (b) 50 percent or more owned (individually or in the aggregate) or otherwise controlled by or acting for or on behalf of an person or entity described in (a); or (c) ordinarily resident in, located in or organized under the laws of a country or territory subject to U.S. comprehensive sanctions and export restrictions (e.g., Cuba, Iran, North Korea, Sudan, Syria, and Crimea) (each, a "**Sanctioned Country**"). You hereby acknowledge and confirm that, unless specifically authorized by Roku under applicable Trade Control Laws, you will not provide or enter into an agreement to use Roku Marks on any goods or materials provided, directly or indirectly through third parties or otherwise, to any Restricted Party or Sanctioned Country. Notwithstanding any other provision of the Agreement, you shall not cause Roku to be in violation of Trade Control Laws, and neither party shall be required to take, or to refrain from taking, any action where to do so would be inconsistent with or penalized under the laws of the United States or any foreign jurisdiction, including the anti-boycott laws administered by the U.S. Commerce and Treasury Departments. You understand that under the Agreement (including, for clarity, the Developer Tools License Agreement (<https://docs.roku.com/doc/developersdk/en/us>)) Roku may provide you or your employees access to certain materials, including software and technology. You will not export, re-export or transfer Roku software or technology without the prior written consent of Roku, including after the completion of the Agreement, and except as authorized under applicable Trade Control Laws. You will not disclose Roku software or technology to any third party, except as authorized by the Agreement.

18.4. If you choose to make your Application and/or Content available in any Stores directed at any Member States of the European Union (EU), Section 18.3 shall apply only if and to the extent that compliance with such Section does not result in any violation of, conflict with, or liability under European Council Regulation (EC) No 2271/96 of 22 November 1996 (as amended), which protects against the effects of extra-territorial application of certain foreign legislation, including actions based thereon or resulting therefrom.

19. Claimed Copyright Infringement. Roku's designated agent to receive written notices of claimed copyright infringement, and Roku's procedures for receiving and responding to such notices, are described in the Claimed Copyright Infringement Procedures (<https://docs.roku.com/doc/dmca/en-us>), as may be modified from time to time during the Term.

20. Suspension.

20.1. If Roku is required by Law or Roku becomes aware or reasonably believes that your Application and/or any of Your Properties violates Law, violates this Agreement, and/or creates potential liability for, or may have an adverse impact on or harm the Platform, end users, Roku or its licensees, contractors, or agents (for example, if your Application and/or Content has an adverse economic, business, or security-related impact), then Roku may immediately (a) suspend, restrict or cease the distribution and/or operation of your Application and/or Content (including removal from all or any portion of the Platform) and/or (b) restrict or revoke your participation in the Developer Program; provided that in the event of a suspension or restriction under this Section (i) Roku shall provide you with prior written notice to the extent required by Law, and (ii), such suspension or restriction shall only continue for as long as the foregoing circumstances continue.

20.2. You may not resubmit or re-enable an Application that has been suspended by Roku, restricted by Roku, or which Roku has ceased to distribute, or submit or enable a substantially similar Application, without Roku's prior written approval, nor may you attempt to circumvent the suspension, restriction or cessation any such Application.

20.3. You may suspend the distribution and/or operation of your Application or TRC Content via the Platform if and to the extent required by Law or a court order upon 10 business days' prior written notice to Roku, unless a shorter period of time is required by such Law or a court order. In the event of any such suspension: (a) you must continue to comply with this Agreement with respect to your Application that has been previously purchased or downloaded by end users (including your customer support obligations); (b) you will be solely responsible (and Roku will have no obligation to you or any third party) for any damage or liability resulting from the suspension of your

Application or Content; (c) such suspension will be limited in scope and duration solely as necessary to comply with such Law or court order, as applicable; (d) you will take all necessary reasonable steps during such suspension to remedy the issues that triggered the suspension; and (e) you may only suspend the distribution and/or operation of your Application or TRC Content via the Platform if your Developer Service or TRC Content is concurrently suspended on all other third party OTT and/or connected TV platforms in the Territory.

20.4. Roku may, at any time, in its sole discretion, temporarily or permanently suspend all or any portion of the Platform, including all or any portion of any Store, and shall provide you with prior written notice thereof to the extent required by Law. In such an event, the distribution of your Application or TRC Content may be suspended to the extent that Roku deems necessary.

20.5. In the event of any suspension or cessation of distribution of your Application or TRC Content under this Section 20 or as a result of a claimed copyright infringement, Roku shall provide notice to end users to the extent required by Law and otherwise in Roku's sole discretion.

20.6. Subject to the limitations set forth in Section 25 below, any suspension of the distribution and/or operation of your Application and/or Content, as applicable, via the Platform will not relieve either party of payment obligations that have accrued prior to the date of suspension. Roku will not be liable for any damages, including lost profits, incurred by you due to such suspension, and Sections 23, 24 and 25 below will remain unaffected.

21. Changes to this Agreement. Roku may make changes to this Agreement from time to time in its sole discretion. Roku will notify you of changes to this Agreement via your Developer Email Address or via your Developer Program account. If you first enroll in the Developer Program following the publication of any such changes, the modified version of this Agreement will apply to you immediately upon enrollment. If you were already enrolled in the Developer Program prior to such changes, the modified version of this Agreement will become effective automatically upon the later of (a) fifteen (15) days after delivery of the corresponding email notice and (b) the date indicated in such email notice, regardless of whether or not you affirmatively acknowledge and agree to such changes; provided, however, that (i) in the event you do not affirmatively acknowledge and agree to such changes within the timeframe indicated in the notice, Roku reserves the right to suspend your Developer Program account and/or the distribution of your Application until you affirmatively acknowledge and agree to the updated version of this Agreement; and (ii) Roku may update this Agreement on the same date that Roku notifies you if such changes (A) add additional features to the Platform or Devices that do not materially adversely affect your participation on the

Platform, or (B) are necessary for compliance with Laws, fraud or abuse prevention, or security reasons (e.g., malware, spam, data breaches, or other cybersecurity risks). Each new version of this Agreement will supersede all prior versions. For clarity, if you do not agree with any proposed changes under this Section, you may terminate this Agreement pursuant to Section 22.1 below, which is your sole and exclusive remedy. You agree to regularly monitor your Developer Email Address and Developer Program account for notices regarding such changes. You agree that your continued use of the products and services made available to you via this Agreement constitutes your agreement to such modified terms.

22. Terminating this Agreement.

22.1. You may terminate this Agreement in your sole discretion by (a) providing Roku with 10 business days' prior written notice; (b) ceasing the distribution and operation of all of your Applications; and (c) ceasing any further use of the Developer Program or your credentials thereto.

22.2. Roku may terminate this Agreement at any time upon written notice with immediate effect or, if applicable, upon providing the prior written notice required by Law, if (a) you breach any provision of this Agreement (including the Developer Policies), (b) Roku is required to do so by Law, or (c) you and/or Your Properties create potential liability for, or may have an adverse impact on or harm, the Platform, end users, Roku or its licensees, contractors, or agents (for example, if your Application and/or Content has an adverse economic, reputational, or security-related impact). Roku also may terminate this Agreement with you for convenience upon written notice with immediate effect or, if applicable, upon providing whatever amount of prior written notice may be required by Law.

22.3. Upon the expiration or termination of this Agreement:

- a) All rights and licenses granted under this Agreement will immediately terminate.
- b) Roku may retain archival copies of Your Properties, which will be maintained in accordance with Roku's standard business practices or as required to be maintained by Law (but Roku will not have the right to use, display, exhibit or exploit such archival copies or any portions thereof).
- c) You will discontinue generating and distributing marketing and other materials containing or exhibiting the Roku Marks in connection with this Agreement, and Roku will do the same with Your Marks, as soon as is commercially practicable. For clarity, the expiration or termination of this Agreement will be without prejudice to Roku's rights to use Your Marks on Device packaging after such expiration or termination to the extent

that it would be commercially impractical for Roku to remove Your Marks on certain Device packaging based upon Roku's Device packaging design, production and distribution practices.

d) You will return or destroy any Roku Confidential Information then in your possession.

e) All provisions of this Agreement which expressly or by necessary implication survive the expiration or earlier termination of this Agreement, or that can be given proper effect only if they survive the termination or expiration of this Agreement, will do so (including those concerning indemnification, confidentiality, limitation of liability and choice of law and venue), regardless of the reason for such expiration or termination.

22.4. Termination of this Agreement will be without prejudice to any other right or remedy Roku may have, now or in the future. No termination or expiration of this Agreement will relieve either party of payment obligations or any liability for breach of, or liability accruing under, this Agreement prior to termination or expiration.

23. Indemnification.

23.1. To the fullest extent permitted by Law, you agree to defend and/or settle any demand, action, suit or proceeding brought by a third party or governmental or regulatory entity ("**Action**") against Roku, each of its successors and assigns, and the past and present directors, officers, employees, contractors and agents of each of the foregoing (each a "**Roku Indemnified Party**"), and to indemnify and hold harmless the Roku Indemnified Parties from and against any and all losses, liabilities, damages, fines, expenses and costs (including attorneys' fees, disbursements and court and administrative costs) resulting from such Action to the extent that such Action is based on a claim: (a) arising from your alleged breach of this Agreement or of any certification, covenant, representation or warranty made by you pursuant to this Agreement; (b) alleging that Your Properties infringe, violate or misappropriate any third party rights; (c) alleging that you and/or any of Your Properties violates any Law; and/or (d) arising from your receipt, collection, storage, use or disclosure of end user information.

23.2. If any Roku Indemnified Party is entitled to indemnification hereunder, it will give you prompt written notice of the applicable Action (provided, however, that any delay in notification will not relieve you of your obligations under this Agreement except to the extent that the delay actually impairs your ability to defend) and cooperate reasonably with you, at your expense, in connection with the defense and settlement of the Action. You will, at your own expense, have sole control of the defense or settlement of the Action; provided, however, that in settling any Action, you will not make any admission on behalf of any Roku Indemnified Party or agree to any terms or

conditions that do or reasonably could result in any admission by or the imposition of any obligation upon a Roku Indemnified Party without the prior written approval from the Roku Indemnified Party. The Roku Indemnified Party will have the right to participate fully, at its own expense and with counsel of its own choosing, in the defense of any Action.

24. ROKU'S DISCLAIMER OF WARRANTIES. THE PLATFORM, DEVELOPER PROGRAM AND DEVELOPER TOOLS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE PLATFORM, DEVELOPER PROGRAM AND DEVELOPER TOOLS, AND ANY MATERIAL OR DATA OBTAINED THROUGH USE OF THE PLATFORM, DEVELOPER PROGRAM AND DEVELOPER TOOLS, IS AT YOUR SOLE RISK AND EXPENSE, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT RESULT FROM SUCH USE, INCLUDING DAMAGE TO COMPUTER SYSTEMS OR OTHER DEVICES, OR LOSS OF DATA. ROKU EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ROKU OR ITS AUTHORIZED REPRESENTATIVE(S) WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE DISCLAIMERS SET OUT IN THIS SECTION APPLY EXCEPT TO THE EXTENT PROHIBITED BY LAW.

25. ROKU'S EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY. ROKU WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY DAMAGES WHATSOEVER (INCLUDING DIRECT DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, AND INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS DISRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES)), NO MATTER HOW SUCH DAMAGES MAY HAVE BEEN CAUSED, AND EVEN IF ROKU (OR ITS SUBCONTRACTORS OR REPRESENTATIVES) HAS BEEN MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 25 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT SHALL NOT EXCLUDE ANY DAMAGES OR LIMIT ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY LAW.

26. No Publicity. You will not issue a press release or public communication concerning the subject matter of this Agreement, or publicly announce the development or availability of an Application, without the prior written approval of Roku, as to both

content and timing, in Roku's sole discretion. Any request for approval of a press release or other public announcement must be made to pr@roku.com (mailto:pr@roku.com), no less than 5 business days prior to the proposed release date, and Roku's approval, if granted, must be received in writing prior to the release.

27. General Legal Terms.

27.1. Assignment. You may not transfer or assign, in whole or in part, this Agreement, or any rights, duties, obligations or liabilities under this Agreement, whether by contract, operation of law or otherwise, without Roku's prior written approval. If you experience a change of majority ownership or other change of control, you will give written notice to Roku as soon as is commercially practicable but no later than 30 days after the effective date of such change of ownership or control. Any purported assignment or transfer by you in violation of this Section will be void. Roku may assign, transfer or delegate all or any of its rights, duties, obligations or liabilities under this Agreement, and Roku may transfer or assign, in whole or in part, this Agreement, in each case, whether by contract, operation of law or otherwise, without your prior written approval.

27.2. Relationship of Parties. 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 neither you nor Roku will make any representation to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties, other than with respect to Roku Indemnified Parties as set forth in Section 23 above.

27.3. Setoff; Remedies Cumulative. In addition to any rights of setoff or other similar rights that Roku may have at law or otherwise, Roku shall have the right to withhold and deduct any sum that is owed to Roku and is past due, whether liquidated or unliquidated and regardless of the presence or absence of any final judgment or decree entered in Roku's favor, from any amount payable to you under this Agreement or otherwise. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

27.4. Notices. All notices relating to this Agreement will be in writing. In addition:

a) Roku may provide notices relating to this Agreement to you through your Developer Email Address, and/or by posting notices accessible via your Developer Program account. You consent to receive notices relating to this Agreement as set forth in the preceding sentence and agree that such notices satisfy any legal communication

requirements. Notices provided via email will be deemed given to you by Roku upon sending. Notices provided by posting through the Developer Program will be deemed given to you by Roku upon posting.

b) Roku may also send notices to you relating to this Agreement via personal delivery, overnight carrier, or mail. Such notices will be deemed given: (i) when delivered personally; (ii) 3 business days after having been sent by commercial overnight carrier with written proof of delivery; and (iii) 5 business days after having been sent by first class, certified or priority mail, with proof of mailing, postage prepaid, to you at the address associated with your enrollment in the Developer Program.

c) All notices to Roku relating to this Agreement must be sent to Roku at the address specified in Roku's Address for Notices (<https://docs.roku.com/published/addressfornotices/en/ot>). Such notices will be deemed given: (i) when delivered personally; (ii) 3 business days after having been sent by commercial overnight carrier with written proof of delivery; and (iii) 5 business days after having been sent by first class, certified or priority mail, with proof of mailing, postage prepaid.

27.5. Severability. If any provision of this Agreement is or becomes void or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement. If any such provision would be valid and enforceable if some part of such provision were deleted, such provision shall apply with such deletion as may be necessary to make it valid and enforceable.

27.6. Waiver and Construction. Failure by Roku to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any Law that provides that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and may not be used in interpreting this Agreement. All references in this Agreement to "including" shall be deemed to mean "including, without limitation," whether or not followed by such additional words.

27.7. Dispute Resolution; Governing Law. Any litigation or other dispute resolution between you and Roku arising out of or relating to this Agreement, or your relationship with Roku arising under this Agreement, 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 in accordance with the laws of the United States and the

State of California, except that body of California law concerning conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not govern this Agreement.

27.8. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between you and Roku with respect to the subject matter covered by this Agreement. This Agreement supersedes all other agreements between you and Roku concerning the same subject matter. Except as expressly permitted by this Agreement, no amendment or modification to this Agreement will be binding unless both parties sign it. In the event of a conflict between, on the one hand, this Agreement, and on the other hand, its exhibits, the exhibits will control. In the event of a conflict between, on the one hand, this Agreement and its exhibits, and on the other hand, the Developer Policies, this Agreement and its exhibits will control.

27.9. Language. The parties acknowledge that they have expressly required that this Agreement and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent convention et tous les documents connexes soient rédigés en anglais.

27.10. Confidentiality. You agree that you and your employees and agents will maintain in confidence, will not disclose to any third party without Roku's prior written consent in each case, and will treat with the same degree of care as you treat your own confidential and proprietary information (but no less than a reasonable degree of care) and in compliance with Laws, the terms of your relationship with Roku, all Platform Data and all other technology, data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from your relationship with Roku ("**Confidential Information**"), except to the extent you can reasonably demonstrate that such information (a) was publicly known and made generally available in the public domain prior to the time of disclosure by Roku; (b) becomes publicly known and made generally available after disclosure by Roku to you through no action or inaction by you; (c) is already in your possession at the time of disclosure by Roku as shown by documents and other competent evidence in your possession immediately prior to the time of disclosure; (d) is obtained by you from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by you without use of or reference to Confidential Information, as shown by documents and other competent evidence in your possession; or (f) is required to be disclosed by you by a subpoena, court order or similar legal action, in which case you will (i) provide Roku with prior written notice of such disclosure (along with a specific description of the information requested); (ii) provide Roku with the opportunity to object to such disclosure if possible; and (iii) limit the disclosure to the scope of the legal request.

27.11. Subcontractors. Each party may engage consultants, subcontractors, third party service providers or agents in connection with that party's exercise of its rights and obligations under this Agreement; provided that each party will be liable for any noncompliance with the terms of this Agreement by any of its consultants, subcontractors, third party service providers or agents.

27.12. Version Notes. From time to time, Roku may need to create, modify or stop using certain defined terms and/or URLs in this Agreement. Please note that in this latest version of the Agreement we have removed the defined term "Adult Applications" as it is no longer in use (this topic now being addressed in Section 16.1 above). To the extent you have separate agreements with Roku that refer to these deprecated defined terms, those agreements should be read as though they referred to the corresponding successor defined terms described in this Agreement. Similarly, to the extent you have separate agreements with Roku that reference a deprecated URL, those references should be construed to refer to the corresponding successor URLs referenced in this Agreement.

EXHIBIT A

COMMERCIAL TERMS

The following terms apply to the monetization of your Application and Content.

1. Definitions.

Ad-Supported Application: an Application that includes any advertising, regardless of the commercial basis on which the Application is made available to users (e.g., purely ad-supported, subscription-based, authenticated through a TV provider, etc.).

Advertising: any advertising inserted into the playback of Content or within the Application in any other manner. For clarity, all Advertising shall be served dynamically and in accordance with this Agreement.

Advertising Inventory: the total amount of Advertising impressions in your Application (including Content therein) within each Territory. With respect to TRC Distribution, Advertising Inventory shall consist solely of Advertising impressions in the playback of the Content.

Digital Services Taxes: any Taxes in relation to, and which may take into consideration, profits and/or capital gains directly or indirectly derived from the supply of certain (digital) goods or services or based on the number of users or recipients within a market jurisdiction.

Gross Advertising Revenue: the gross amount of revenue recorded by Roku from its sale of Advertising Inventory, exclusive of any Taxes and bad debt.

Gross Transaction Revenues: for Paid Applications, the aggregate amount of User Fees actually received by Roku in respect of your Application(s) through Roku Pay, after deducting any applicable Taxes, credits, refunds and chargebacks.

Net Advertising Revenue: Gross Advertising Revenue after deduction of a fee payable to Roku equal to (a) 15% of the Gross Advertising Revenue, and (b) solely with respect to TRC Distribution, the applicable distribution fees (if any) payable by Roku to (or retained by) the distribution platforms, websites and/or other third-party distribution partners that provide such TRC Distribution to users.

Paid Application: a Pay-To-Install Application, a Subscription Application and/or a Transactional Application.

Pay-To-Install Application: an Application that is sold on a pay-to-download basis.

RAF: the Roku ad framework, as further described on the Developer Site (<https://developer.roku.com/docs/developer-program/advertising/roku-advertising-framework.md>).

Roku Pay: the billing services provided by Roku to Application developers, from time to time, to collect payment from end users.

Roku Sales Representation Program: a program under which Roku represents 100% of the Advertising Inventory of an Application.

Subscription Application: an Application for which an end user must pay a recurring subscription fee to access the Content, Developer Service(s) and/or other functionality thereof.

Taxes: any applicable taxes and duties, including use, excise, consumption, sales, value-added, transaction, gross receipt, and/or Digital Services Taxes and similar taxes.

Transactional Application: an Application that permits in-Application purchases.

Unfilled Inventory: Advertising Inventory for which Roku receives no valid response via RAF.

User Fee: for Paid Applications, any fee an end user must pay to access Content therein, whether on a recurring/subscription basis (e.g., SVOD base package or add-on tier) or a one-time basis (e.g., TVOD, PVOD, PPV, EST, etc.).

For clarity, your Application may be both an Ad-Supported Application and a Paid Application simultaneously, in which case the terms of [Section 3](#) and [Section 4](#) below both apply to your Application.

2. Beta Channels. Prior to submitting your Application to Roku for certification and publication via the Store, you may publish your Application in our Beta Channel (<https://developer.roku.com/docs/developer-program/publishing/channel-publishing-guide.md#beta-channel-guidelines>) environment for internal testing purposes, as further set forth in the Developer Terms (<https://developer.roku.com/developer/terms>).

3. Paid Applications; Roku Pay.

3.1. Roku Pay. Paid Applications must (a) use Roku Pay and not any alternate billing service, (b) refrain from directing end users to use any alternative billing service(s), and (c) refrain from otherwise encouraging end users to purchase access to your Content other than through the Platform.

3.2. Revenue Share. **For Paid Applications, subject to Section 5 below, Roku will pay you 80% of Gross Transaction Revenues and Roku will retain the remaining 20%.** For subscriptions that are equal to or shorter than one month, Roku will pay you your share of revenue no later than 60 days after the end of each month in which Roku receives payments through Roku Pay. For subscriptions that are longer than one month, Roku may elect to pay you on a pro-rata monthly basis (e.g., 1/12 of the revenues per month for an annual subscription) no later than 60 days after the end of each month in which Roku receives payments through Roku Pay. Roku will make standard reporting available to you through the Developer Program.

3.3. Test Transactions. Prior to your enrollment in Roku Pay, Roku will not bill end users for any payment transactions associated with your Applications. Pre-enrollment payment transactions, as well as transactions made via accounts you provide to Roku for Application testing purposes, will be treated as test transactions (i.e., a transaction in which no amounts are charged or collected). Upon your enrollment in Roku Pay, Roku will cancel the subscriptions to your Subscription Applications that were obtained in connection with pre-enrollment subscription fee test transactions. Once you enroll in Roku Pay, Roku will bill end users for payment transactions associated with your Applications, except to the extent that you designate end users as test users via the tools provided in the Developer Program.

3.4. Refunds. With respect to payments processed using Roku Pay: (a) Roku, in its sole discretion, may issue refunds upon an end user's request; and (b) Roku will issue refunds on your behalf upon your request, subject to the availability of sufficient funds in your Roku Pay account. Roku will offset refunds, plus Taxes and Roku's actual payment processing costs, against amounts owed to you on a rolling basis. Upon termination of the Agreement, the final payment to you will be withheld until the expiration of any statutory refund period, to allow for refund offsets. Roku may invoice you for any shortfalls arising from the issuance of refunds paid by Roku in respect of your Application (to the extent that the amounts refunded exceed the amounts withheld from you by Roku in accordance with this Section), in which case the amounts billed will be due and payable by you to Roku within 30 days of the invoice date.

3.5. Limited Payment Agent. To the extent Roku receives any payment on your behalf under this Agreement, you hereby appoint Roku as your limited agent for the purpose of remitting such payment to you. You further agree that: (i) any payment received by Roku as your limited agent constitutes your receipt of such payment and satisfies the end user's purchase obligation to you in the amount of such payment, regardless of whether Roku remits such payment to you; and (ii) you shall have recourse only against Roku, and not against the end user, for any such payment that Roku receives and does not remit to you.

4. Ad-Supported Applications.

4.1. Ad Guidelines, Vendors and Measurement Tools. If you distribute an Ad-Supported Application, you will comply with Law and the Roku Advertising Guidelines (<https://docs.roku.com/doc/advertisingguidelines/en-us>). Without limiting your obligations under Section 10.3 of the Agreement above, upon request you shall disclose to Roku any and all third party vendors used to support Advertising in your Application and/or Content, and Roku shall have the right to reject any such vendor(s) upon notice to you, in which case you shall have 90 days (or whatever period is otherwise specified in the notice) to cease using such vendor(s). Additionally, the Developer Policies may require you to include certain ad measurement tools (e.g., Nielsen DAR) in your Ad-Supported Applications, and by distributing an Ad-Supported Application you agree that you have read and will comply with all applicable Developer Policies with respect to such measurement as well as with the terms of Exhibit C (Audience Measurement Tools) attached hereto.

4.2. Ad Sales. Subject to the terms of Section 4.3 below, you will represent your own Advertising Inventory in your Ad-Supported Applications.

4.3. Roku's Share of Advertising Inventory.

a) If Roku does not select you to participate in the Roku Sales Representation Program (as further set forth in [Section 4.3\(c\)](#) below), with respect to each Territory in which your Application is made available under this Agreement, you will make available to Roku 30% of the Advertising Inventory (without excluding or limiting Roku's access to times, programs, audiences, or categories) in your Application in each such Territory (the "**Roku Inventory Share**"), which Roku may elect to represent, and Roku will retain all revenue from its sale of such Advertising Inventory. In addition, Roku, in its sole discretion, may elect to represent your share of Advertising Inventory that is Unfilled Inventory and pay you 60% of the Net Advertising Revenue from that Unfilled Inventory. For clarity, Roku may also use its share of the Advertising Inventory and/or Unfilled Inventory for Roku house ads, for which no Net Advertising Revenue will be generated or shared hereunder. Subject to the above, you will use commercially reasonable efforts to provide even pacing of the delivery of all Advertising Inventory to Roku.

b) If Roku has elected to represent your Advertising Inventory in your Application via the Roku Inventory Share, Roku will receive (and you will deliver) all of your Advertising Inventory in each applicable Territory to Roku for sale and representation prior to you offering your share of the Advertising Inventory in your Application, or any Advertising Inventory that Roku does not bid on, to any other third party advertisers and/or advertising sales organizations. You will not enter into terms with a third party advertiser or advertising sales organization or provider of advertising technology that would violate or frustrate the purposes of this [Section 4.3](#). If you wish to retain or reclaim the Roku Inventory Share for your own direct sale purposes, you may submit your request to Roku via email at publisheradservices@roku.com (<mailto:publisheradservices@roku.com>). Roku may grant or deny such requests in its sole discretion. In the event Roku agrees to grant such a request, Roku reserves the right to reclaim its Roku Inventory Share in any such Application by providing you with 90 days' written notice (email being sufficient), in which case [Section 4.3\(a\)](#) will become effective again as of the date specified in the notice.

c) As an alternative to the options set forth in [Sections 4.3\(a\)](#) and [\(b\)](#), Roku may select your Application to participate in the Roku Sales Representation Program, in which case Roku will represent 100% of the Advertising Inventory in your Application and Roku will pay you 60% of the Net Advertising Revenue. If Roku has selected your Application to participate in the Roku Sales Representation Program, Roku will notify you via email and your participation in the Roku Sales Representation Program will become effective on the date specified in the notice.

4.4. [Payments and Reporting](#). For Ad-Supported Applications in which Roku has sold your Advertising Inventory, Roku will remit payments to you no later than sixty (60) days after the end of the quarter in which the amounts were received by Roku. Roku will

make standard reporting available to you through the Developer Program. In the event Roku has exercised its right to sell your Advertising Inventory in your Application, at your written request via email to publisheradservices@roku.com (mailto:publisheradservices@roku.com), Roku will provide reports setting forth Roku's amount of Advertising Inventory sold each month. Roku's tracking and reporting of the Advertising Inventory will be the controlling measurement used for invoicing and confirmation of the delivery of the Advertising Inventory to Roku.

4.5. Roku's Use of Advertising Inventory. You will permit Roku to utilize the Roku Inventory Share, and if applicable the Unfilled Inventory, without restriction. Roku has the right to sell and report on the Advertising Inventory in a fully transparent manner, and you agree to enable geo-targeting for ads upon request, and shall provide any other targeting criteria reasonably requested (e.g., genre, content ratings), by Roku for each impression in the Advertising Inventory at no cost. Roku shall serve and support all advertisements within the Advertising Inventory that are sold by Roku hereunder, and you will take all steps reasonably necessary to enable the foregoing, including by enabling Roku's tag on any Advertising Inventory intended to be sold by Roku hereunder.

4.6. Advertising Practices. Roku will use reasonable efforts, in accordance with its usual practices, to sell advertisements against Content in Advertising Inventory that is controlled by Roku, but will not be deemed to be in breach of this Agreement if any Advertising Inventory remains unsold.

4.7. Action Fraud. You will not, and will not allow/enable/authorize any third party to generate automated, fraudulent or otherwise invalid advertising actions. Additionally, you may be required to enable Roku's advertising watermark to validate the authenticity of Advertising Inventory on the Platform. If Roku reasonably believes that activity related to your Content is suspected and/or determined to be "action fraud," "clickfraud" or "impression fraud," or fraud of any other kind whether it is executed by a computer ("bot") or human, to click on any form of response mechanism, annotation or advertising unit, or to increase impressions, or skew results, Roku may withhold any payments that would otherwise be owed to you (collectively, "**Action Fraud**"). Under any of the aforementioned circumstances, Roku will be entitled to recoup from you any payments previously made that are attributable to Action Fraud. Roku also will have the right, in its sole discretion, to suspend or terminate this Agreement at any time in the event of Action Fraud.

4.8 Demand API. If Roku determines that your Application is reaching certain usage thresholds, as set forth more fully in the Developer Terms, Roku may require you to integrate your Application directly (and not via oRTB or other indirect means) with Roku's advertising mediation server via Roku's ad bidding API (the "**Demand API**"),

through which Roku may (a) flag any Advertising Inventory therein to be applied towards the Roku Inventory Share and (b) bid on all other Advertising Inventory therein on non-discriminatory terms, in all cases prior to sending formal ad requests to your own ad server or any other demand sources. For clarity, the Advertising Inventory will include all video ad opportunities arising from the Company Application without excluding or limiting access to programs, times or categories. You shall integrate with the Demand API (and any updates or successors thereto made available by Roku from time to time) within 30 days after Roku makes credentials available to you, and once implemented you shall provide Roku with monthly reports on total and filled impressions as well as post-auction ad server line item reporting, customary detail reasonably acceptable to Roku.

4.9 Audit. Roku shall have the right upon prior written notice, to audit your systems and records to ensure your compliance with your obligations under this Section 4.

5. Taxes.

5.1. General. Except as set forth herein, all amounts payable by Roku hereunder are exclusive of Taxes and, as between the parties, Roku will collect and remit Taxes to the applicable federal, state, and local taxing authorities. Roku will use Roku's tax nexus.

Any Taxes so collected and remitted will be solely for your account and will not reduce Roku's share of revenue pursuant to this Agreement.

5.2. VAT. In territories where the User Fee is subject to a Tax levied by reference to value-added, sales, and/or consumption or to any similar tax (collectively, "VAT"), the User Fees set by you will be deemed to include such VAT to the extent applicable under Law.

5.3. Other Taxes. If Roku determines that any User Fees are, directly or indirectly, subject to Taxes other than Taxes applicable to End User transactions, including but not necessarily limited to Digital Services Taxes or VAT on Roku's payment to you of Gross Transaction Revenues, Roku may reduce the amounts it would otherwise owe to you hereunder by the amount of such other Taxes or Roku shall charge and collect such other Taxes from you and Roku will issue to you a valid invoice for the Taxes so charged and collected.

5.4. Withholding. The parties agree to (a) treat the revenue sharing described under Section 3.2 above as an allocation of business profits for income tax purposes, and (b) not treat any payments made by Roku to you hereunder as a royalty payment or otherwise. You agree to provide Roku with any documentation that is reasonably requested by Roku or that is otherwise required to support this tax treatment. Roku will not be required to pay any Taxes imposed on or measured by your income, net profits,

income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added, net worth, all real property and ad valorem taxes imposed by any governmental authority on the amounts payable to you under this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise.

Notwithstanding the foregoing, Roku may withhold on payments made to you to the extent required by law. If Roku is required by law to deduct or withhold Taxes from any amounts payable to you under this Agreement, then Roku will duly withhold and remit such Taxes to the appropriate taxing authority and will pay to you the remaining net amount. Roku will promptly furnish you with a copy of an official tax receipt or other appropriate evidence that shows that such Taxes were required to be withheld and remitted. You agree to indemnify and hold Roku harmless against any and all claims by any tax authorities for withholding tax liability with respect to payments made to you, and any penalties or interest thereon.

6. Currency; Payments. All payments to you under this Agreement will be made at Roku's election either in U.S. dollars, in the currency collected by Roku, and/or in the local currency, either through check, ACH or PayPal. Notwithstanding anything in this Agreement to the contrary, you are only entitled to your share of Net Advertising Revenue generated during any given quarter to the extent the amount owed to you for such quarter equals or exceeds \$100 (or equivalent, as reasonably determined by Roku). For all other amounts payable to you under this Agreement, in the event that the aggregate sums due to you for an Application are less than \$100.00 (or equivalent, as reasonably determined by Roku), then Roku will have no obligation to pay you unless and until (a) the sums due to you equal or exceed \$100.00 (or equivalent, as reasonably determined by Roku); or (b) the Agreement expires or is terminated.

7. TRC Distribution. All terms set forth in this Exhibit A shall apply to TRC Distribution except as otherwise set forth in Exhibit B.

EXHIBIT B

TRC DISTRIBUTION

The following terms apply to the TRC Distribution of your Content. The terms of Exhibit A will also apply to TRC Distribution of your Content, except that in the event of any conflict between Exhibit A and Exhibit B, the terms of this Exhibit B shall control.

1. Program Participation. If any of your Applications are Direct Publisher Applications, then upon request by Roku, you agree to deliver the Content from such Direct Publisher Application(s) to Roku for TRC Distribution, in accordance with the requirements of this Exhibit B. Notwithstanding anything to the contrary in this Agreement, you may submit Content to Roku for TRC Distribution without publishing a corresponding Application, in which case the terms of Exhibit C of this Agreement and any other terms of the Agreement that apply solely to Applications (and not to Content) are hereby deemed inapplicable to you in connection therewith.

2. Additional Licenses. You additionally grant to Roku during the Term a non-exclusive, royalty-free license to (a) insert ad breaks into the TRC Content in accordance with the specs described in Section 3 below for purposes of monetization in accordance with this Exhibit B; (b) add, delete and/or modify ad breaks in the TRC Content in order to comply with Roku's delivery specifications and ad-break policies; (c) make your TRC Content available for sponsorship; and (d) create clips from your TRC Content for use in the promotion thereof (which clips shall not exceed 180 seconds in aggregate at any time). Roku has no obligation to make available or otherwise exploit any TRC Content or any of the rights granted to it in this Exhibit B in any or all Territories.

3. Content Requirements.

3.1. Content Delivery. You will deliver, at your own cost and expense, your TRC Content and related Product Information to Roku for TRC Distribution in accordance with the technical, operational and content delivery and other specifications currently located at <https://go.roku.com/trc-feed-specs> (<https://go.roku.com/trc-feed-specs>)(the "**TRC Delivery Specs**"), as may be modified by Roku from time to time. You are responsible for the cost of hosting and delivering the TRC Content.

3.2. Kids-Directed Content. Unless you have Roku's prior written permission, you will not make available Kids-Directed Content via TRC. If you make Kids-Directed Content available via TRC, then you will accurately flag that Kids-Directed Content in accordance with the TRC Delivery Specs, and you will otherwise comply with Roku's requirements and guidelines applicable to Kids-Directed Content set forth therein.

3.3. Minimum Availability. You will make all TRC Content available on the Platform for at least 30 consecutive days. You may withdraw your TRC Content from availability on the Platform at any time on thirty 30 days advance notice by following the then-current procedures for TRC Content withdrawal, as specified by Roku.

4. Ad Sales. With respect to any TRC Distribution of your Content, as between you and Roku, Roku will represent 100% of the Advertising Inventory associated with such TRC Content. For your on-demand TRC Content, Roku will pay you 60% of the Net

Advertising Revenue generated therefrom. For your linear TRC Content, Roku will pay you 60% of the Net Advertising Revenue generated therefrom, provided that Roku may require you to use Roku's new delivery platform to distribute linear TRC Content in which case Roku will pay you 55% of the Net Advertising Revenue generated therefrom (but your corresponding delivery costs will decrease accordingly). Roku will inform you if and when you are required to use the new delivery platform. Roku will remit payments to you no later than 60 days after the end of the quarter in which the revenues were received by Roku, subject to the terms of Section 5 of Exhibit A above.

5. Data. Your use, disclosure and collection of Platform Data in connection with TRC Distribution must comply with the terms of this Agreement (including the Developer Policies). Without limiting the foregoing, you may use, collect and disclose such data only to the extent necessary to deliver your Content to end users of the Platform or as otherwise required by Law and for no other purpose (including for behavioral tracking or ad targeting).

EXHIBIT C

AUDIENCE MEASUREMENT TOOLS

Ad-Supported Applications must integrate RAF, through which Roku may offer audience measurement tools and features (the "**Measurement Features**") from one or more third party audience measurement providers such as Nielsen (the "**Ad Measurement Providers**"). When integrating RAF, you acknowledge and agree to the following:

- 1) Turning on these Measurement Features will cause device and content viewing information provided by your Application to the Developer Tools to be automatically appended to third party ad campaign beacons received in VAST responses and sent to Ad Measurement Providers;
- 2) Ad Measurement Providers may have personally identifiable information ("**PII**") on certain end users of the Platform;
- 3) These Measurement Features will enable third party advertisers, agencies and media resellers (including Roku's ad sales team if Roku is a reseller of your Advertising Inventory) to serve VAST responses with Ad Measurement Provider campaign beacons into your Application, and receive reports on the performance of those campaigns; and

4) If you choose to turn on any Measurement Features, you hereby represent and warrant:

(a) that you will notify your end users of the occurrence of audience measurement;

(b) you have and will maintain a legally adequate privacy policy describing the processing of personal information related to the Measurement Features;

(c) you have and will maintain all necessary rights from Ad Measurement Providers and consents from end users to use the audience measurement features; and

(d) your use of the audience measurement features will comply with all Laws.

In the event that Roku runs an ad campaign on your Application, Roku may, in its sole discretion, provide to you or your ad agency, as applicable, excerpts of the Ad Measurement Provider reports that relate to the delivery and performance of Advertising on your Advertising Inventory. You hereby agree to:

1) maintain the confidentiality of any such reports provided to you by Roku; and

2) maintain in such reports any sourcing and copyright information provided by Ad Measurement Providers.

YOU AGREE YOU WILL NOT USE ANY AD MEASUREMENT PROVIDER SOFTWARE OR FEATURES IN CONNECTION WITH CONTENT OR APPLICATIONS DIRECTED TOWARD CHILDREN OR IN CONNECTION WITH END USERS KNOWN TO BE CHILDREN. If Roku discovers or determines in its sole discretion that you are using audience measurement software or features in connection with content or channels directed toward children or with end users known to be children, Roku reserves the right to disable or otherwise limit functionality.

YOU MAY NOT ENABLE AUDIENCE MEASUREMENT FEATURES IF YOU DO NOT AGREE TO ABOVE.

EXHIBIT D

TERRITORY-SPECIFIC TERMS AND CONDITIONS

In the event you choose to make your Application(s) available in any of the Stores directed at one or more of the Territories identified in this Exhibit D, the corresponding Territory Specific Rider(s) below also shall apply to and govern the distribution of your Applications and/or Content via the Platform solely in each such Territory. In the event of a conflict between, on the one hand, this Exhibit D, and on the other hand, any other exhibit(s), this Exhibit D will control.

TERRITORIES OUTSIDE THE UNITED STATES

Notwithstanding Section 5.1 (Taxes) of Exhibit A above, if and to the extent applicable, for each tax jurisdiction where Roku is not registered to collect and remit VAT, in the event that User Fees in such tax jurisdiction are subject to VAT, then (a) Roku shall pay you your share of Gross Transaction Fees, calculated in accordance with Section 3.2 of Exhibit A above, without deduction for Company's proportionate share of such VAT, (b) to the extent applicable, each party shall be responsible for (i) determining whether their proportionate share of such User Fees is subject to VAT, (ii) determining the amount of VAT to be collected on such amounts, and (iii) remitting such VAT to the appropriate tax authority. Roku shall notify you to the extent Roku makes payments to you in tax jurisdictions where it is not registered to collect and remit VAT. You agree to indemnify and hold Roku harmless against any and all claims by any competent tax authorities for underpayment of any such VAT, and any penalties or interest thereon.

EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND, AND THE UK

1. Dispute Resolution; Governing Law.

Section 27.7 of the Agreement shall be replaced in its entirety as follows:

27.7. Governing Law; Dispute Resolution. Any litigation or other dispute resolution (including non-contractual disputes or claims) between you and Roku arising out of or relating to this Agreement, or your relationship with Roku arising under this Agreement, will take place in a court of appropriate jurisdiction located in London, England, and you and Roku hereby consent to the exclusive jurisdiction of such courts with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of England and Wales, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not govern this Agreement.

2. Confidentiality.

In addition to the obligations set forth in Section 27.10 of the Agreement, each party agrees that it and its employees and agents will take reasonable steps under the circumstances in accordance with Article 2 section 1 (c) Directive (EU) 2016/943 of June 8th, 2016 on the protection of trade secrets as implemented in the relevant EU Member State (or as implemented in the UK under the European Union (Withdrawal) Act 2018, as applicable) to protect the secrecy of the other party's Confidential Information.

3. Roku's Exclusion of Damages and Limitation of Liability.

The following language shall be added to the end of Section 25:

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN SECTIONS 24 AND 25 SHALL ESPECIALLY NOT EXCLUDE OR LIMIT ANY LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY ROKU, OR CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY ANY OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS OF ROKU ; (ii) ANY OTHER LIABILITY CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY ROKU, ANY OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS OF ROKU; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iv) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY LAW.

4. Data Collection and Use.

The following language shall be added to the end of Section 14:

Where Roku directly transfers to you any Platform Data which originates in the European Economic Area, Switzerland or the United Kingdom (collectively, "Europe"), the parties shall comply with the terms set out in Exhibit E to this Agreement.

U.S. FEDERAL AGENCIES

1. Amendment to Roku Distribution Agreement. Any U.S. government agency ("Agency") using the Platform to distribute Applications or Content is subject to the terms of the Agreement with the following amendments. Capitalized terms used but not defined in this Federal Terms Amendment shall have the applicable meanings set forth in the Agreement.

2. Government Agency. "Government Agency" within the Agreement shall mean the Agency itself and shall not apply to, nor bind (a) the individual(s) who utilize the Platform on the Agency's behalf, or (b) any individual users who happen to be employed by, or otherwise associated with, the Agency. Roku will look solely to the Agency to enforce any violation or breach of the Agreement as modified by this Federal Terms Amendment, subject to federal Law.

3. Indemnification, Liability, Statute of Limitations. Any provisions in the Agreement related to indemnification and filing deadlines are hereby waived, and shall not apply except to the extent expressly authorized by Law. Liability for any breach of or any claim arising from the Agreement as modified by this Federal Terms Amendment, shall be determined under the Federal Tort Claims Act, or other applicable federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim.

4. Governing Law. Any arbitration, mediation, or similar dispute resolution provision in the Agreement is hereby waived. The Agreement and this Federal Terms Amendment shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal Law.

5. Limitation of liability. The parties agree that nothing in the Limitation of Liability clause or elsewhere in the Agreement in any way grants Roku a waiver from, release of, or limitation of liability pertaining to, any past, current, or future violation of federal Law.

6. No cost agreement. Nothing in the Agreement as modified by this Federal Terms Amendment obligates the Agency to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from the Agreement as modified by this Federal Terms Amendment are contingent upon the payment of fees by one party to the other. The parties further agree that any fee-based agreement for use of the Platform by the Agency would differ from this no cost agreement in that a fee-based agreement would be subject to federal procurement Laws. Any fee-based agreement therefore would require separate actions by both parties. The Agency and other interested U.S. Government users will comply with all applicable federal procurement Laws and guidance if they decide to enter into any separate fee-based agreement in the future.

EXHIBIT E

DATA PROCESSING AGREEMENT

In the event that Roku directly transfers to you any Platform Data which originates in the European Economic Area, Switzerland or the United Kingdom (collectively, “**Europe**”), this Data Processing Agreement (“**DPA**”) shall apply. Capitalized terms used in this DPA shall have the meaning given to them in the main body of the Agreement, unless otherwise defined in this DPA.

Definitions

“**C2C SCCs**” means Module One of the European Standard Contractual Clauses annexed to Decision 2021/914, including (as applicable for compliance with data protection and privacy law in the UK) as such clauses are otherwise adopted or amended for use under UK GDPR, or as they are otherwise amended or replaced by the European Commission, Swiss Federal Data Protection and Information Commissioner, or UK Secretary of State from time to time.

“**European Data Protection Law**” means applicable privacy and data protection laws within Europe as they apply to the Processing of Personal Data under this DPA, including: (i) Regulation 2016/679 (“**EU GDPR**”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) all applicable national privacy laws made in member states of the EEA under or pursuant to (i) or (ii); (iv) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”); (v) the Data Protection Act 2018 (UK); (vi) the Privacy and Electronic Communications (EC Directive) Regulations 2003, as they continue to have effect by virtue of section 2 of the European Union (Withdrawal) Act 2018; (vii) any other laws in force in the UK from time to time applicable to the Processing of Personal Data under this DPA; (viii) Federal Act on Data Protection (Switzerland) and (ix) any other laws or regulations applicable to the Processing of Personal Data under this DPA (in each case, as superseded, amended or replaced). “**Controller**”, “**Data Subject**”, “**Processor**”, “**Personal Data**” and “**Processing**” (and “**Process**”) shall have the meanings ascribed to them in the EU GDPR.

“**Relevant Data**” means the data that Roku transfers to you directly under the Agreement for the purposes of facilitating certain features within your Application, such as voice and similar search features, Roku Pay, or other information made available through an API, as further described in Annex 1 below. For the avoidance of doubt, Relevant Data does not include Platform Data that you collect directly under Section 14 of the Agreement.

“**UK Addendum**” means the UK International Data Transfer Addendum to the European Commission’s Standard Contractual Clauses for International Data Transfers, as such addendum is amended or replaced by the UK Information Commissioner from time to time.

1. **Scope of Processing.** Roku shall transfer to you Relevant Data in order to enable you to operate your Application as further set out in Section 14 of the Agreement. Each party shall act as a separate, independent controller in respect of Relevant Data and shall comply with the obligations that apply to it under European Data Protection Law in respect of such Relevant Data.

2. **Relationship of the Parties.** Where you are located in a territory which (i) is outside of Europe; and (ii) has not been deemed “adequate” under European Data Protection Law, Roku shall transfer the Relevant Data to you on the basis of the C2C SCCs (as supplemented by the UK Addendum, where required by applicable law), which shall be incorporated into this DPA by reference and which shall apply to the Processing as follows:

- (i) Roku International B.V. shall be the “data exporter” of such data;
- (ii) You shall be in the “data importer” of such data;
- (iii) Annex I of the C2C SCCs shall be deemed completed with the information set out in the relevant part of Annex 1 of this DPA;
- (iv) Annex II of the C2C SCCs shall be deemed completed with the information set out in Annex 2 of this DPA;
- (v) Clause 7 (Docking Clause) of the C2C SCCs shall be included;
- (vi) Clause 17 (Governing Law) of the C2C SCCs shall refer to the Netherlands as the Member State;
- (vii) Clause 18(b) of the C2C SCCs shall refer to the courts of the Netherlands; and
- (viii) Roku warrants that it has right to enter into the C2C SCCs with you in respect of the Relevant Data.

3. **Miscellaneous.** Where UK GDPR applies, the UK Addendum shall be incorporated into this DPA and shall be deemed completed with the information provided in this DPA, including that: (i) Roku may end the UK Addendum as set out in Section 19 of the UK Addendum; and (ii) Part 2: Mandatory Clauses shall be included. This DPA shall survive termination or expiry of the Agreement. Where EU GDPR applies, in the event of a conflict between: (i) the C2C SCCs; (ii) this Exhibit E; or (iii) any other terms in this Agreement, the following order of precedence shall apply: (i) the C2C SCCs, (ii) this Exhibit E, (iii) the other terms in the Agreement. Notwithstanding the foregoing, where UK GDPR applies, the following order of precedence shall apply: (i) the UK Addendum; (ii) the C2C SCCs; (iii) this Exhibit E; and (iv) the other terms in the Agreement.

ANNEX 1 - C2C SCCs

Section A: List of Parties

1. Data exporter(s): Roku International B.V.

- **Address:** Herikerbergweg, 2381101 CM Amsterdam, The Netherlands
- **Contact person's name, position and contact details:** privacy@roku.com (mailto:privacy@roku.com)
- **Activities relevant to the data transferred under these Clauses:** Roku manufactures and provides the Platform to consumers. Roku is transferring the Relevant Data to the importer for the purposes described in this DPA.
- **Date:** The date of agreement as further described in the Agreement
- **Role (controller/processor):** Controller

2. Data importer(s): You

- **Address:** As notified by you to Roku from time to time
- **Contact person's name, position and contact details:** Developer Email Address
- **Activities relevant to the data transferred under these Clauses:** You are distributing your Applications and/or Content via the Platform. You receive the Relevant Data directly from Roku for the purposes described in this DPA.
- **Date:** The date of agreement as further described in the Agreement.
- **Role (controller/processor):** Controller

Section B: Description of Transfer

1. **Categories of data subjects whose personal data is transferred:** Consumers who are end users of the Platform. This includes both the end user Platform account holder and any other individual(s) who use(s) the Platform through that account.
2. **Categories of personal data transferred:** Personal Data contained with the Relevant Data for the purpose of enabling the importer to provide its Applications and/or Content as further described in the Agreement, including but not limited to: end user voice search commands; Roku Pay Account registration data (which includes name, email address, password, payment method and default billing address); and any other information made available to you through an API.
3. **Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:** None.
4. **The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):** Data is transferred on a continuous basis as required per the Term of the Agreement.
5. **Nature and purpose of the Processing:** Importer receives and uses the Relevant Data as a separate, independent controller, in order to provide the Application and/or Content on the Platform, as permitted under the Agreement.

6. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As further described by the Importer's privacy policy.

Section C: Competent Supervisory Authority

1. Identify the competent supervisory authority/ies in accordance with Clause 13 of the C2C SCCs: Dutch Data Protection Authority (Autoriteit Persoonsgegevens)

ANNEX 2: SCCs - TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

You shall protect the Relevant Data in accordance with your obligations as a separate controller under European Data Protection Law and your information security policies.

G. D. Yee

Gary Yee, President, Board of Education 10/27/2022


Sondra Aguilera

Sondra Aguilera, Acting Secretary, Board of Education 10/27/2022

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