

## Roku® Billing Services Agreement

This Roku Services Agreement (“Agreement”) is entered into by and between Roku, Inc., a Delaware Corporation with its principal place of business at 12980 Saratoga Avenue, Suite D, Saratoga, California 95070 (“Roku”) and \_\_\_\_\_, [a] [an] [individual] [LLC or corporation] with its principal place of business at \_\_\_\_\_ (“Developer”). The effective date of this Agreement is \_\_\_\_\_ (“Effective Date”).

### 1. Introduction.

Developer has created a Channel Application for the Player. The Content of this Channel Application will only be accessible by end users who agree to pay a fee to view it on their Players. Developer desires to have Roku perform the payment processing services corresponding to purchases of the Content. As payment for Roku’s services, Developer agrees that Roku may retain a portion of the revenues received from purchasers of the Content, as more particularly described below.

### 2. Definitions.

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

“Channel Application” means one or more software programs developed by Developer to provide end users of the Player access to Content provided by Developer.

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

“Developer Account” means the account Developer is required to establish and maintain in good standing with Roku in order to submit Channel Applications for approval and distribution.

“Net Revenues” means the actual fees, excluding any applicable taxes collected, received by Roku from end user purchases of Channel Applications less credits and refunds.

“Player” means any Roku branded or co-branded digital video player that is enabled to host Channel Applications.

“Roku Account” means an account created by and for an end user of the Player at [www.roku.com](http://www.roku.com).

“Term” shall have the meaning set forth in Section 7.

### 3. Nature of Services.

A. End users will be required to establish and maintain a Roku Account, and have on file an approved and valid method of payment for purchases of Channel Applications.

B. Roku will record the purchases and process the payments made by end users, grant access to the Channel Application, as appropriate, and periodically remit to Developer the accrued revenues, less Roku’s handling fees.

C. Roku will collect and remit to the appropriate taxing authorities any taxes due for purchases of the Channel Application. For the avoidance of doubt, any such taxes collected and remitted will not be considered a part of Net Revenues.

D. Roku will maintain records detailing end user purchases, as well as Channel Application sales activity. A detailed description of end user purchases will be accessible to end users through their Roku Account, and Channel Application sales activity records will be accessible to Developers through their Developer Account.

4. Pricing.

A. Fees for access to a Channel Application will be determined solely by Developer; but should use a pricing scheme ending in \$0.99.

B. Payment for a given Channel Application will entitle end users access to all Content within that Channel Application.

C. Absent specific instructions from Developer to the contrary, if Developer offers subscription programming at one price and then changes the price, Roku will charge new subscribers the new price, but existing subscribers will continue to be billed based on their original subscription price for the duration of each subscriber's then current subscription period.

5. Roku Handling Fees and Payment Remittances.

A. Developer agrees that Roku shall be entitled to a fee equal to 30% of Net Revenues as payment for handling, managing and processing end user charges, developer remittances, end user receipts, end user accounts and purchase reports, and sales activity reports.

B. For Content that has a one-time fee or which is available as a monthly subscription, Developer will be paid within 30 days of the end of the month following the month in which Roku collects the revenues. For yearly subscriptions, Developer will be paid monthly, within 30 days after Roku collects the revenues, an amount equal to 1/12<sup>th</sup> of the annual subscription fee, or the first month's prorated amount, as applicable. All remittances will be paid to Developer via PayPal.

C. Roku reserves the right to apply credits and reverse purchases in accordance with its standard refund or credit policy which can be found at <http://support.roku.com/home>, as well as when, in Roku's sole discretion, it is necessary to do so for equitable reasons.

D. Where Roku is required to access a Channel Application for internal use and testing purposes, all payments incurred in connection with that access will be deducted from Net Revenues and will not be remitted to Developer.

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

INVOLVING PERSONAL INJURY OR DEATH) EXCEED THE AMOUNT OF ACTUAL DAMAGES YOU HAVE INCURRED, AS PROVEN BY CLEAR AND CONVINCING EVIDENCE.

7. Term and Termination.

A. This Agreement will commence on the Effective Date and will continue in force for one (1) year (the "Term"), and automatically renew for additional one (1) year periods, unless terminated earlier pursuant to Sections 7B or 7C.

B. This Agreement may be terminated by either party if the other party fails to comply with any term or condition of this Agreement and fails to cure such breach within 30 days after becoming aware of or receiving notice of such breach.

C. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 60 days after providing the other party with written notice of its intent to terminate.

8. General Legal Terms.

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

B. Relationship of Parties. During the Term, Developer and Roku are independent contractors. This Agreement will not be construed as creating any agency relationship, partnership, joint venture, fiduciary duty, or any other form of legal association between Developer and Roku, and Developer will not make any representation to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

C. Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Roku when sent to Developer at the email address or mailing address Developer provides in connection with your Developer Account. Developer consents to receive notices by email and agrees that any such notices that Roku sends electronically will satisfy any legal communication requirements. All notices to Roku relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Roku address: Roku, Inc., 12980 Saratoga Ave., Suite D, Saratoga, CA 95070 or such other address of which Roku may notify Developer in writing.

D. Severability. If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

E. Waiver and Construction. Failure by Roku to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section and paragraph headings are for convenience only and may not be used in interpreting this Agreement.

F. Dispute Resolution; Governing Law. Any litigation or other dispute resolution arising out of or relating to this Agreement or Developer's relationship with Roku will take place in a state or federal court located in Santa Clara County, California, and Developer and Roku hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that county with respect any such litigation or dispute resolution. This Agreement will be governed by and construed as if entered into by residents of California, in accordance with the laws of the United

States and the State of California, except that body of California law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

G. Entire Agreement. This Agreement and the Roku Channel Developer Agreement, and any modifications or amendments made applicable thereto, constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings and agreements regarding its subject matter. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If Developer is located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

Roku, Inc.

\_\_\_\_\_  
(Developer Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_