



## LICENSING AGREEMENT

THIS AGREEMENT between Producer, \_\_\_\_\_, Individually and t/a \_\_\_\_\_, -and- The Military Network, LLC, for valuable consideration and intending to be legally bound, the parties agree as follows:

1. The Producer shall transfer to The Military Network, LLC a master copy of the program to be submitted by The Military Network, LLC for possible selection and airing by Hulu using the Hulu video player, including www.hulu.com, any other Hulu-branded URLs, any Hulu-branded features and applications, any third-party websites, applications or places in which the Hulu player may be embedded, or any websites authorized by Hulu to display their licensed content.

2. Producer shall submit said program to The Military Network, LLC in conformance with the following technical requirements:

a. Program shall be delivered video in DVD format, without copy protection.

b. Program shall be clear or all burned-in timecodes, bumpers, end cards, advertising or promotional messages (such as “call outs”), bugs, crawls, or other on-screen identifiers, etc.

3. In the event that the program is selected for airing upon the Hulu video player, Producer shall also deliver to The Military Network, LLC the following:

a. Cover Art for the program that has been cleared for promotional use in all domestic electronic media for the one-year period commencing on the date of initial launching.

b. A Music Cue sheet for the program that contains all necessary publishing and societal information for each musical composition in the program.

c. A short written description of the program.

4. The Producer conveys to The Military Network, LLC the right to transfer said program for potential selection and airing by Hulu on the Hulu video player. The Producer further grants and conveys to The Military Network, LLC the right to edit the program for technical modifications, including runtime and commercial breaks, which modifications shall be effectuated in the sole discretion of The Military Network, LLC and Hulu.

5. The Producer acknowledges that the submittal of said program for placement on Hulu by The Military Network, LLC, shall be without any express warranties, implied warranties, representations, or guarantees of any nature that Producer's program will be selected. The Producer acknowledges therefore, that the selection of programming shall be based upon the sole discretion of Hulu, and therefore, The Military Network, LLC, shall transfer said program for potential placement without any express warranties, implied warranties, representations or guarantees of any nature regarding the selection of the program for airing on the Hulu video player.

6. In the event that the Producer program is selected for airing upon the Hulu video player, the term of the within contract shall be one (1) year with The Military Network, LLC and Hulu, commencing on the date of the initial launch. During this one-year period it is up to the sole discretion of The Military Network, LLC and/or Hulu as to when and how long the program shall remain accessible on the Hulu video player. Nothing in this agreement shall obligate The Military Network, LLC and/or Hulu to keep the program accessible for the entire one-year period.

7. The rights and licensing grant conveyed by the Producer to The Military Network, LLC shall be transferred to Hulu upon submittal of said program, and shall continue in the event of selection of said program by Hulu during the entire term the program is aired on the Hulu video player. Any and all rights and licensing provisions vested in Hulu by the Producer shall terminate upon conclusion of the one-year term.

8. In the event that the program is selected for airing upon the Hulu video player, the within contract encompasses the right of distribution by The Military Network, LLC and/or Hulu to distribute the program on the Hulu video player via any and all domestic electronic media for a one (1) year term beginning upon the date of initial launch of said program on the Hulu video player. During the entirety of this contract, the Producer shall remain the legal owner of the program and shall retain the right to submit said program to other festivals, contests, networks, etc.

9. In the event that the Producer's program is selected by Hulu for airing upon their video player, the Producer shall receive twenty-five (25%) percent of The Military Network, LLC gross revenue received from Hulu for the program payment. For purposes hereof, gross revenue shall mean the gross monies received by The Military Network, LLC from Hulu in consideration for advertisements secured by Hulu within the Hulu video player in connection with Producer's program. The payment from The Military Network, LLC of said twenty-five (25%) percent of gross revenues received from Hulu, shall be payable thirty (30) days from receipt by The Military Network, LLC of payment from Hulu.

10. The Producer represents, warrants and guarantees to The Military Network, LLC legal title and ownership of the program, with legal rights to all concepts, trademarks, titles, and materials in the program, including but not limited to any footage, illustrations, interviews, music, graphics, and intellectual property rights for distribution, in all domestic and electronic media for a minimum of one (1) year from the date of potential launch on Hulu.

11. In the event that Producer has licensed any materials from any third parties, Producer represents, warrants and guarantees that it has legally cleared all of these materials with the third party owners for all distribution through all domestic electronic media for a minimum of one (1) year from the date of potential launch on Hulu.

12. Producer acknowledges that Hulu shall be responsible for paying any music publishing public performance rights royalties or music publishing public performance rights license fees due in connection with the Hulu Service for the musical compositions in the program for which the public performing rights are controlled by BMI, ASCAP, or SESAC, so long as Producer provides The Military Network, LLC with all cue sheets necessary for Hulu to comply with the terms of this paragraph. Producer acknowledges that Producer shall be responsible with respect to all other rights related to any musical compositions and/or sound recordings in the program, including all so-called synchronization rights and mechanical rights.

13. With respect to each musical composition in the program, Producer represents, warrants and guarantees that the musical performance rights are: (A) controlled by BMI, ASCAP, or SESAC; (B) owned by or licensed to Producer so that no additional clearance of, or payment with respect to, such rights is required by The Military Network, LLC and/or Hulu for the exercise of the rights licensed hereunder; or (C) in the public domain.

14. The Producer further warrants and represents that the aforementioned program materials and intellectual property rights do not infringe, misappropriate, or violate the intellectual property rights of any third party via the performance of the within contract by The Military Network, LLC and/or Hulu.

15. In the event of selection by Hulu of the program, the length of the term of airing of the Producer's program upon the Hulu video player shall be based upon the sole discretion and decision of Hulu, and the airing of the Producer's program may be terminated prior to the one-year term by Hulu. The Military Network, LLC does not therefore, provide any express warranties, implied warranties, agreements, promises, or representations as to the length of time the program will be accessible on the Hulu video player.

16. Producer shall indemnify, defend, protect and hold harmless The Military Network, LLC, Hulu, its affiliates and their respective directors, officers, employees and agents from and against any and all losses, liabilities, judgments, suits, accidents, proceedings, claims, damages and costs (including attorney's fees) individually and via any corporate entity utilized by the Producer resulting from or arising out of any third party involving or relating to legal ownership and/or rights to the program and program material, including actions for infringement resulting from any breach of Producer's representations, warranties, or obligations under this Agreement.

17. The within Contract incorporates the Rules & Regulations previously provided by The Military Network, LLC and executed by the Producer.

18. From time to time Producer and The Military Network, LLC may agree to expand the scope of the Agreement terms or territories. At such time, any expanded terms or territories shall be set forth on an exhibit and incorporated into this Agreement at the time of execution by Producer and The Military Network, LLC. In the event of a conflict between the terms of any such exhibit and the main body of this Agreement, the terms of such exhibit shall govern.

19. This Agreement and all disputes and respects hereof, will be governed and interpreted in accordance with the Laws of the State of New Jersey and the New Jersey Superior Court, Warren County, shall have jurisdiction of any disputes.

20. This Agreement constitutes the entire agreement between the Producer and The Military Network, LLC, and any modifications to the within Agreement shall not be valid unless via written Agreement executed by the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered individually, and by the duly authorized officers of the Producer, together with The Military Network, LLC.

**PRODUCER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Corporation

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

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

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

**THE MILITARY NETWORK, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

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

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

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