

DISTRIBUTION AGREEMENT

This license can change, please review closely before agreeing

This Distribution Agreement ("Agreement") is a contract between _____, the Provider of certain Content (described below) and _____, the Distributor of that Content. Attachment A collects basic additional information about Provider, Distributor, and the Content.

INTRODUCTION

This Agreement establishes the terms on which Distributor may distribute certain Content. It recognizes Provider's ownership of the Content and gives the Provider various options for licensing the Distributor to distribute the Content. These options define the media, geographic scope and, if applicable, the rates by which the Content may be distributed. By accepting the terms of this Agreement, Distributor agrees to be bound by the distribution options chosen by the Provider, who will deposit the Content with Public Media Company ("PMC") pursuant to certain Terms of Use which are incorporated herein. Although not a party to this Distribution Agreement, PMC is a beneficiary of the indemnification provisions set forth in Section 12. Unless otherwise indicated, Distributor is a governmental or not-for-profit entity that will distribute the Content on noncommercial platforms.

1. RELATIONSHIP OF THE PARTIES.

Provider and Distributor acknowledge and agree that the relationship between them is that of independent contractors. This Distribution Agreement shall not be deemed to create an agency, partnership or joint venture between them.

2. EFFECTIVE DATE.

This Distribution Agreement shall become effective on 2015-06-09 (the "Effective Date"), subject to the terms and conditions set forth below.

3. DEFINED TERMS.

Certain terms ("Defined Terms") in this Distribution Agreement have specific legal meanings set forth in Attachment B hereto. A term is a Defined Term if it is capitalized in the text of this Distribution Agreement and defined in Attachment B or in the text

of the Distribution Agreement.

4. GRANT OF LICENSE TO DISTRIBUTOR:

Provider grants Distributor a non-exclusive License to Reproduce, Display, Distribute and Publically Perform the Content solely on the platforms selected by Provider in Section 4.1 of this Agreement and pursuant to the terms and conditions of this Distribution Agreement (the "License").

4.1 Content may be distributed by following platforms to be specified by Provider:

a. Any Over-the-Air Transmission, Cable Transmission, or Direct Broadcast Satellite

- TV - All
- Cable Transmission only
- Direct Broadcast Satellite only
- Over-the-Air Transmission only

b. Type of entity

- Commercial
- Noncommercial
- Corporation for Public Broadcasting (CPB) funded
- PBS Member Stations

c. Broadcast releases

- Unlimited releases
- Limited releases, as specified below

d. Internet Transmission

- Downloads from TV, Cable and Satellite providers authorized above
- Online and mobile Streaming from TV, Cable and Satellite providers authorized above
- 30-day window after every broadcast for online and mobile streaming from TV, Cable and Satellite providers authorized above
- 90-day window after every broadcast for online and mobile streaming from TV, Cable and Satellite providers authorized above

4.2 EDITORIAL RIGHTS (TO BE SPECIFIED BY PROVIDER):

- None. Content must be distributed, unedited, in its entirety, as a stand-alone work
- The right to edit Content for inclusion as part of a longer work or compilation, subject to attribution of Content to Provider
- The right to excerpt clips of less than 30 seconds in length, for purposes of promoting the Content or a program of which the Content is a part
- The right to excerpt clips of less than 30 seconds to promote Distributor's station or service

5. TERM OF DISTRIBUTION AGREEMENT (TO BE SPECIFIED BY PROVIDER):

- 30 days
- 1 year
- 2 years
- 3 years
- 4 years
- Perpetual

6. GEOGRAPHIC SCOPE OF RIGHTS GRANTED (TO BE SPECIFIED BY PROVIDER):

- U.S. only
- Worldwide

7. PAYMENT TO PROVIDER:

- No payment required
- Payment required, as specified below and in Attachment C

If Provider requires payment for the License, Distributor shall pay Provider a License Fee as set forth in Attachment C. Distributor will be able to download Content immediately upon clearance of payment to PMC. Transfer of this payment will be initiated to the Provider within ten (10) business days of the Effective Date of this Distribution Agreement and thereafter as specified in Attachment C.

8. REPRESENTATIONS AND WARRANTIES OF PROVIDER.

Provider represents and warrants as follows:

- a. Provider has the full right and power to enter into and perform this Agreement

according to its terms.

b. The Content is entirely an original work by Provider, or Provider has obtained all rights, licenses, consents and permissions necessary for Distributor to distribute the Content pursuant to the terms of this Distribution Agreement.

c. If distributed pursuant to the terms of this Distribution Agreement, the Content will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of privacy, publicity or performance or literary or dramatic right of any party, or moral rights.

d. Provider has obtained any and all necessary consents, permissions and/or releases necessary to include the name, voice, performance, or likeness of persons appearing in the Content and to distribute the Content pursuant to the terms of this Distribution Agreement.

e. Distribution of the Content will not violate applicable laws and regulations of any federal, state or local authority, including the sponsorship identification requirements of the FCC. The Content is not defamatory, obscene, or indecent.

f. In Provider's good faith judgment, the Content is not offensive, racist, ethically or culturally offensive, does not promote violence, terrorism, or illegal acts, and does not incite hatred on grounds of race, gender, religion or sexual orientation.

g. The Content does not contain any virus, worm, trap door, back door, or other contaminant that may have the effect or be used to access, alter, delete, damage, or disable the Content or any hardware, software, information or other property of Distributor or any third parties.

h. Distribution of the Content will not create liability on the part of Distributor, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers, members, or owners.

i. All factual assertions by Provider in this Distribution Agreement are true and complete.

j. Provider shall ensure that the Content complies with the FCC's closed captioning and video description requirements set forth in Part 79 of the FCC's Rules, or that the Provider has obtained from the FCC an exemption from captioning. If Provider has received an exemption from captioning, a copy of FCC ruling granting exemption is uploaded hereto. Provider's captioning of Content shall use Internet protocol that

complies with the Society of Motion Picture and Television Engineers Timed Text format (SMPTE ST 2052-1:2010) or alternative technical format as agreed to by the Distributor. As of January 15, 2015, Provider represents to Distributor that (i) the Content satisfies the closed caption quality standards of the FCC set forth in FCC Rule 79.1(j)(2), related to accuracy, synchronicity, completeness, and placement of closed captions; (ii) that in the ordinary course of business, Provider has adopted and follows the Best Practices set forth in FCC Rule 71.9(k)(1), related to provision of high quality television closed captioning; or (iii) that Provider's Content is exempt from closed captioning under a exemption granted by the FCC.

9. REPRESENTATIONS AND WARRANTIES OF DISTRIBUTOR.

Distributor represents and warrants that:

- a. Distributor is the licensee, agent or duly appointed representative of the broadcast station or other distribution platform authorized in Section 4.1 above.
- b. Distributor is authorized to enter into this Distribution Agreement.
- c. Distributor accepts the restrictions on the Term, Geographic Scope, Editorial Rights and Payment specified by Provider in Sections 4 - 7 above.
- d. Distributor will make any payments to Provider required by this Distribution Agreement and Attachment C hereto.
- e. All factual statements by Distributor in this Distribution Agreement are true and complete.
- f. Upon expiration of this Agreement, or termination pursuant to Section 17 below, Distributor shall cease all distribution of the Content and instruct PMC to delete the Content from PMC records.

10. INDEMNIFICATION OF DISTRIBUTOR BY PROVIDER.

Provider agrees to indemnify and hold harmless Distributor from and against any and all third-party claims, including damages, liabilities, costs, expenses and reasonable attorneys fees, arising out of any breach of Provider's representations and warranties set forth in Section 8 above. If an action at law or in equity is brought against Distributor, based upon such claims or actions, Distributor shall tender the defense of the claims or actions to Provider or Provider's insurer, and upon such tender, it shall be the duty of Provider or Provider's insurer to defend such claims or actions without

cost or expense to Distributor, its officers, agents or employees.

11. INDEMNIFICATION OF PROVIDER BY DISTRIBUTOR.

Distributor agrees to indemnify and hold harmless Provider against any and all third-party claims, including damages, liabilities, costs, expenses and reasonable attorneys fees, arising out of any breach of Distributor's representations and warranties set forth in Section 9 above. If an action at law or in equity is brought against Provider, based upon such claims or actions, Provider shall tender the defense of the claims or actions to Distributor or Distributor's insurer, and upon such tender, it shall be the duty of Distributor or Distributor's insurer to defend such claims or actions without cost or expense to Provider, its officers, agents or employees.

12. INDEMNIFICATION OF PMC BY DISTRIBUTOR AND PROVIDER.

Provider agrees to indemnify and hold harmless PMC from and against any and all claims, damages, liabilities, costs and expenses (including all reasonable legal fees) arising out of any breach of its representations and warranties set forth in Section 8. Distributor agrees to indemnify and hold harmless PMC from and against any and all claims, damages, liabilities, costs and expenses (including all reasonable legal fees) arising out of any breach of its representations and warranties set forth in Section 9.

13. LIMITATION OF LIABILITY.

Neither Provider nor Distributor shall be liable for any consequential, incidental, indirect, economic, special or exemplary or punitive damages arising from any provision of this Agreement.

14. NONDISCRIMINATION.

During the performance of this Distribution Agreement, Provider and Distributor will comply with all applicable state and federal laws and regulations (including FCC regulations and restrictions on grants by the Corporation for Public Broadcasting) that prohibit discrimination based upon an individual's race, color, religion, age, gender, handicap or national origin.

15. INSURANCE.

During the applicable Term of this Agreement, and for a period of one (1) year thereafter, Distributor will maintain an errors and omissions insurance policy that

covers claims regarding the Content of up to \$1,000,000 per claim.

16. ASSIGNMENT.

This Distribution Agreement may not be assigned by Provider or Distributor without first obtaining the express written consent of the other party.

17. TERMINATION.

The rights granted by Provider terminate upon the expiration of the Term or upon any material breach of this Distribution Agreement by Distributor, which is not cured within ten (10) business days after Distributor receives a written notice of breach from Provider. A failure of Distributor to make any payment, when due, to Provider shall be deemed a material breach.

18. RECORDS/AUDIT.

Distributor shall keep records of the distribution of the Content and make such records available to the Provider or its representatives upon reasonable prior written notice. Records of the distribution of Content shall be adequate to verify that the Content has been distributed in compliance with the rights granted by Provider in Sections 4 - 6 of this Agreement. If Provider has elected payment for the Content, Distributor shall keep financial and accounting records which are sufficient to identify all payments received by Distributor for the Content and to verify that all payments due to the Provider were paid in accordance with Section 7 and Attachment C of this Agreement. Such financial and accounting records including, but not be limited to, bank records, ledgers, accounts, journals, and audits, shall be made available to Provider or its representatives upon reasonable written notice.

19. ENTIRE AGREEMENT.

This Distribution Agreement, including Attachments A, B and C, contains the entire understanding of the parties and may not be changed or modified except by an amendment signed by both parties.

20. UPDATES.

Provider and Distributor each recognize the importance of maintaining current information about themselves, the ways in which they may be contacted and the Content. They therefore each agree promptly to update relevant portions of

Attachment A whenever previously collected information is out of date.

Provider	Distributor
Name:	Name:
By:	By:
Title: _____	Title:
Date: 2015-06-09	Date: 2015-06-09

The terms of this Distribution Agreement are hereby

ACCEPTED

Attachment A

Information about Distributor, Provider and the Content.

1. PROVIDER INFORMATION.

Company Name

Address (will remain private)

Phone # (will remain private)

Biography

Website

Facebook

Twitter

YouTube

Vimeo

Professional Affiliations

LinkedIn Profile (will remain private)

2. DISTRIBUTOR INFORMATION.

Call Sign of Station(s) _____

Identification of Non-broadcast Media

Title

Address

Phone #

Station Coordinates

Station Footprint in Households

Geographic Area

Select All That Apply

- CBP Funded
- PBS Affiliate
- Nonprofit
- Cable
- Free to air
- Own a radio station

Programming? (are you responsible for programming the station?)

- Yes
- No

Scheduling? (are you responsible for scheduling programming for the station?)

- Yes
- No

Produce? (are you responsible for producing programming for the station?)

- Yes
- No

Website

Ch. Facebook

Ch. Twitter

3. DESCRIPTION OF CONTENT.

Program Title(s)

Description

Series

Image

Content Type

Includes Breaking News? Yes No

Location?

Attachment B

DEFINED TERMS

As used in the foregoing Distribution Agreement, the following terms shall have the meanings set forth below:

Distribution Agreement is an arrangement between Provider and Distributor, which upon completion by Provider and acceptance by Distributor, becomes a legally binding contract between them. Sections 4 - 7 enable Provider to select a number of options that establish the terms on which Provider wishes to License the Content. Once selected by Provider, these terms constitute an offer, which Distributor may accept by checking the "Accepted" box above.

Provider means the individual(s), company or legal entity described in Attachment A of the Distribution Agreement. By executing this Distribution Agreement, the person signing on behalf of Provider represents that he or she has the authority to enter into a binding contract on behalf of Provider and to make the representations, warranties and grant of rights by Provider in the Distribution Agreement.

Distributor means the individual(s), company or legal entity, described in Attachment A. By executing this Distribution Agreement, the person signing on behalf of Distributor represents that he or she has the authority to enter into a binding contract on behalf of the Distributor and to make the representations, warranties, and commitments by Distributor in the Distribution Agreement.

Content includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual works, interactive features and other materials Provider makes available to Distribute.

Distribute means to Publically Perform the Content by making it available to the public on platforms authorized by this Distribution Agreement.

License. The License granted by this Distribution Agreement is the non-exclusive right to Reproduce, Display Distribute and Publically Perform the Content, solely on the platform selected by Provider in Section 4.1 of this Agreement. Provider may also grant Distributor the right to edit the Content, to incorporate the Content into other material and to use excerpts of the Content for certain promotional purposes. In granting this License, Provider represents to Distributor that Content may be Publically Performed without infringing the copyright interests or other legal rights of any third party.

Publically Perform means to make the work available to the public by any means, process or medium, including broadcast, cable, satellite or digital media such as the

Internet.

Reproduce means to make copies of the Content by any means or process.

Display means to make the work, including individual images or pictorial or graphic elements of the work available to the public.

Over the Air Transmission, Cable Transmission, or Direct Broadcast Satellite includes distribution of the Content to television sets or other devices intended to receive audio-visual images, whether now known or hereafter discovered, including any and all forms of pay-per-view television, CATV or cable television, any form of pay-over-the-air television system, closed circuit video system, video-on-demand system, satellite master antenna television system, DBS system (including but not limited to KU-Band), hotel/motel system, and any and all other pay television systems, which exhibit motion pictures as part of a pay-per-view service. Such systems include, but are not limited to, hotels, motels, inns, lodges, hospitals, nursing homes, convalescent homes, offices, military bases, prisons, ships, oil rigs, dormitories, and the like carrying a pay or pay-per-view service via satellite or cable.

Internet Transmission includes, but is not limited to, "narrow band" Internet service (i.e. below 56k dial-up modem connections), "broad band" Internet service (i.e. 56k or above dial-up modem connections), and all other forms of Internet transmission, whether now known or hereafter discovered.

Streaming includes the Public Performance of the Content by any form of Internet Transmission.

Editorial Rights means the rights granted to Distributor by Provider in section 4.2 of the Distribution Agreement. In addition, Provider grants Distributor the right to make such edits to the Content, as Distributor, at its sole discretion, deems appropriate or necessary to comply with time restrictions or formatting requirements; provided that Distributor will not create any compilations of the Content for separate distribution unless explicitly authorized to do so by Provider.

Sponsorship Identification Requirements. The Communications Act (47 U.S.C. § 317 and § 507) and FCC regulations (47 C.F.R. § 73.1212) require that "sponsors" (those who provide or promise to provide consideration in exchange for the broadcast of any material) must be identified when the material they sponsor is broadcast. Provider must disclose all sponsors of the Content to Distributor so that any broadcast can air the required sponsorship identification.

Indecency Policy. The FCC prohibits the broadcast of any "indecent" material between the hours of 6:00 a.m. and 10:00 p.m. (See 18 U.S.C. § 1464 and 47 C.F.R. § 73.3999). Under current FCC policy, material is considered indecent if it depicts or describes sexual or excretory organs or activities in terms that are patently offensive as measured by contemporary community standards for the broadcast medium.

Attachment C

If Provider requires a Licensee Fee for the distribution of the Content, Distributor shall make the following payments to Provider:

No payment required