

Amazon Video Direct Digital License Agreement

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DIGITAL VIDEO LICENSE AGREEMENT

This Digital Video License Agreement (this "**Agreement**") contains the terms and conditions of (i) your use of the Amazon digital self-publication and distribution program (the "**Program**") for distribution of audio visual content via the digital video services operated by Amazon or its Affiliates and (ii) Amazon's use of such content. This Agreement is a binding agreement between you and Amazon. As used in this Agreement, "**Amazon**", "**we**" or "**us**" means, individually: (a) Amazon Media EU S.à.r.l. (a Luxembourg company with registration number B-101818 and its registered office at 5 Rue Plaetis, L-2338, Luxembourg), (b) Amazon.com Int'l Sales, Inc., a Delaware corporation, with offices located at 410 Terry Avenue North, Seattle, WA 98109-5210, (c) Amazon Seller Services Private Limited, a company incorporated under Indian laws, with its registered address at 8th Floor, Brigade Gateway, 26/1, DR. Rajkumar Road, Malleshwaram (West), Bangalore, 560055, (d) Amazon Digital Services LLC, a Delaware limited liability company with offices at 410 Terry Avenue North, Seattle, WA 98109-5210, and (e) any other Amazon.com Inc. Affiliate that joins as a party to this Agreement as provided herein, in each case solely with respect to such entity's exercise of its rights and compliance with its obligations in connection with the countries, territories, and provinces designated by Amazon. As used in this Agreement, "**Content Provider**" or "**you**" means the person or entity accepting this Agreement. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Amazon or Content Provider, as appropriate.

Any version of this Agreement in a language other than English is provided for convenience and the English language version will control if there is any conflict. Given the importance of this Agreement, we encourage you to study it carefully. In addition to the terms set forth below, this Agreement expressly incorporates by reference other Program-specific terms and conditions governing the Program: the information posted on the Program Site, including the [Content Policy Guidelines](#), [Subscription Guidelines](#) and [Amazon Video Direct Terms of Use](#), as well as [Amazon.com Conditions of Use](#) and the [Amazon.com Privacy Notice](#), located on Amazon.com (or the successor site thereto).

Agreement Acceptance	You accept this Agreement by clicking "Agree" where you are given the option to do so. If you do not accept the terms of this Agreement, you may not use the Program. By accepting this Agreement, you confirm that you are at least 18 years old (or the age of majority where you reside, whichever is older) and that you are able to form a legally binding contract. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that company or legal entity by the terms of this Agreement.
1. Amendment; Notice of Changes	<p>The Program will change over time and the terms of this Agreement will need to change over time as well. Subject to the provisions herein, we reserve the right to change the terms and conditions in this Agreement at any time in our sole discretion. Any changes to the Agreement, including Program-specific terms and conditions, or to the policies and guidelines referenced in this Agreement, other than with respect to the amount of the License Fees, will be effective upon posting of such revisions to the website for the Program at www.videodirect.amazon.com (including any successor or replacement website, the "Program Site") and without prior notice to you. We will post a notice of any changes to this Agreement on the Program Site for at least thirty (30) days after the changes are effective. Changes to the License Fees will be effective and binding on you on the date 30 days from posting or on the date you accept the changes, whichever occurs first.</p> <p>Your continued use of the Program Site and the Program following any changes to this Agreement will constitute your acceptance of such changes. If you do not agree to changes to this Agreement or the Program Site, you should discontinue use. You are responsible for regularly reviewing the Program Site for changes and notice of any changes. Except as otherwise provided herein, changes to referenced policies and guidelines or any other information including, without limitation in the Content Policy Guidelines, Subscription Guidelines, Amazon Video Direct Terms of Use, Amazon.com Conditions of Use and the Amazon.com Privacy Notice may be posted without any other notice to you.; provided, in the event of discrepancy between the terms of this Agreement and any of the foregoing, the terms of this Agreement shall prevail.</p>
2. Account Setup and Maintenance	<p>You must ensure that all information you provide in connection with establishing your Program account is accurate when you provided it, and you must keep it up to date as long as you use the Program. You may maintain only one account at a time unless you are using multiple accounts solely for the purpose of delivery of Delivery Materials or making multiple subscriptions available via Non-Prime Subscription Access. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify the account information you provide. You also consent to us sending you emails relating to the Program and other publishing opportunities from time to time.</p> <p>You are solely responsible for safeguarding and maintaining the confidentiality of your account username and password and are responsible for all activities that occur under your account, whether or not you have authorized the activities. You may not</p>

	<p>permit any third party to use the Program through your account and will not use the account of any third party. You agree to immediately notify Amazon of any unauthorized use of your username, password or account.</p>
3. Term	<p>This Agreement commences upon your acceptance of it and continues in perpetuity until terminated as set forth in this Agreement (the "Term"). We may terminate this Agreement by providing notice to you at any time. You may terminate this Agreement at any time by providing notice of termination to us, in which event we will cease offering your Titles within thirty (30) days from the date that we receive notice of termination; provided that if you distribute Titles via Non-Prime Subscription Access, (a) the Term of the Agreement with respect to Non-Prime Subscription Access will commence upon your acceptance of this Agreement and continue for eighteen (18) months from the date that your Subscription launches on the Service (the "Initial Subscription Term") and (b) the Initial Subscription Term will automatically extend for successive periods of twelve (12) months each unless and until terminated by either party by provision of notice of termination to the other party given not later than ninety (90) days prior to the conclusion of the then-current term.</p>
4. Territory	<p>The territory, with respect to any Title, shall be each territory you indicate when prompted on the Program Site (the "Territory").</p>
5. Rights Granted:	<p>You hereby grant Amazon a non-exclusive license in the Territory to use, reproduce, reformat for online delivery, encode, encrypt, market, promote, transmit, distribute and display on the Service the audio-visual programs ("Titles") pursuant to each Distribution Mode that you indicate on the Program Site; which in the case of Non-transactional Access will include access via free trials without any required payment of License Fees in connection therewith; provided, however, in the event that such free trials exceed a trial period for a given customer of 30 days and three weekends for such customer per year, then Amazon will be obligated to pay you License Fees for such Non-transactional Access based on the License Fees you would have received in the absence of the applicable additional free trial period(s). "Service" means one or more digital video services branded with an Amazon Brand through which authorized users may obtain Titles via a Distribution Mode. As used in this Agreement, Titles refer solely to the audio-visual programs viewable and editable in your Program account and authorized for distribution on the Service. For the avoidance of doubt, the terms of this Agreement apply solely with respect to the Distribution Mode you have enabled for each such Title.</p> <p>Amazon will have the right, but not the obligation, to offer customers of the Service the opportunity to purchase or access the Titles pursuant to the Distribution Modes that you indicate as available on the Program Site. You will have an opportunity to provide a suggested retail price for your Titles that are made available for Digital Purchase, Digital Rental and Non-Prime Subscription Access but Amazon will have sole discretion to determine the retail prices charged for offerings on the Service.</p> <p>Amazon may advertise, market, and promote, in any and all media (whether now known or hereafter devised), the availability of Titles on the Service using the Delivery Materials and any images, trailers, logos, artwork, publicity materials, and metadata provided by you as it deems appropriate as well as any video clips from the Titles created by Amazon of up to (i) 1 consecutive minute of footage from Titles that are under 22 minutes in duration and (ii) 3 consecutive minutes of footage from Titles that are 22 minutes or longer in duration (collectively, the "Promotional Materials"). Amazon may insert advertisements into or over Titles made available in the Service for Ad-Supported Access and may insert pre-roll and post-roll advertisements, graphics, videos, and logos into or over Titles made available on the Service via any Distribution Modes. Amazon may feature the Promotional Materials in advertisements outside the Program Site, in any media, to promote the Titles and related products, the Service and any features of the Service, and the availability of the Titles on the Service.</p> <p>Amazon may make such modifications as may be necessary to conform the Title to applicable law in the Territory, provided Amazon will use commercially reasonable efforts to ensure such modifications do not to impair the creative integrity, quality or meaning of the Title.</p> <p>Notwithstanding any expiration or termination of this Agreement for any reason, Amazon may continue (including, after the conclusion of the Term) to exercise the rights granted hereunder in order to provide customers who purchased Titles via Digital Purchase or Digital Rental during the Term the ability to continue to access (including, without limitation, via re-download and streaming from the Service) and view the applicable Titles after the Term; provided, however, Amazon may not offer customers the opportunity to purchase the Titles for Digital Purchase or Digital Rental after the Term.</p>
6. General Description of the Service; Distribution Modes:	<p>Content Provider, in its sole option, may allow customers to access Titles in the following ways:</p> <p>(a) purchase a license to access audio visual content digitally for delivery and repeated viewing over an indefinite period of time ("Digital Purchase");</p> <p>(b) purchase a license to access audio visual content digitally for delivery and repeated viewing over a finite period of time established by Amazon in its sole discretion ("Digital Rental");</p> <p>(c) access audio visual content via one or more subscription offerings, where a fee is required to be paid for such access (other than in the case of a free trial), for repeated private viewing by subscribers during the Term ("Non-transactional Access"),</p>

	<p>which may be through (i) the subscription offering known as of the date hereof as Amazon Prime or any successor thereto ("Prime Subscription Access") or (ii) a subscription offering of your content as compiled by you or us which may or may not include content from other content providers ("Non-Prime Subscription Access"); and</p> <p>(d) access audio visual content on an ad-supported basis (i.e., at no charge to the customer) for delivery and repeated private viewing during the Term ("Ad-supported Access").</p> <p>Digital Purchase, Digital Rental, Non-Transactional Access and Ad-supported Access are referred to herein as the "Distribution Modes".</p> <p>The Service may be offered on a stand-alone basis and/or bundled with other products, services, or offerings, including Amazon Prime. As between the parties, Amazon will have sole control over the Service, all features, terms, and other aspects thereof (including, without limitation, the rights and entitlements granted to authorized users with respect to Digital Purchase, Digital Rental, Non-transactional Access and Ad-supported Access, the terms under which the Service is offered and the sale of advertisements in connection with the Service); provided, however, that Amazon's distribution of Titles on the Service shall be in accordance with the terms of this Agreement.</p> <p>Without limiting the foregoing, you acknowledge that Amazon may (i) make the Service available through any websites, applications, device interfaces, third-party platforms and any other online platforms or points of presence now known or hereafter devised, (ii) grant authorized users who receive Digital Purchase, Digital Rental, Non-transactional Access and Ad-supported Access to audio-visual content the right to access such content via streaming, download, and any other means of digital distribution now known or hereafter devised, for online or offline viewing on any device supported by the Service, and (iii) deliver audio-visual content on the Service via any means now known or hereafter devised (including, without limitation, cable, wire, fiber, satellite, wireless and/or cellular).</p>
<p>7. License Fee Payment</p>	<p>Subject to the limitations set forth in this Section, Amazon will pay you the applicable license fees set forth below ("License Fees") for each customer purchase of Titles for Digital Purchase or Digital Rental, and for offering customers Non-Transactional Access or Ad-supported Access. Such License Fees are the only compensation payable to you under this Agreement and constitute full and complete compensation to you for all rights granted under this Agreement.</p> <p>Amazon will calculate, report and pay the License Fees in arrears within ninety (90) days after the completion of the applicable calendar month. You will receive payment from Amazon via electronic funds transfer unless electronic funds transfer is not available for the address provided for your account, in which case you will receive payment by wire transfer. Notwithstanding anything to the contrary herein, if you receive payment via wire transfer, Amazon may withhold payment until you have reached the minimum threshold in accrued License Fees for the applicable local marketplace as set forth on the Program Site. You will also be responsible for any fees imposed by your bank or any intermediary bank. For the purposes of calculating License Fee payments, (i) the "Purchase Price" for a customer's right to access Titles via Digital Purchase, Digital Rental or Content Provider Subscription Access will equal the amount actually paid by the authorized user for that access, exclusive of any taxes, and (ii) Amazon will be entitled to an adjustment for customer refunds and credits and for amounts not collected due to bad debt. If we pay you License Fees on a sale and later issue a refund, return, or credit for that sale, we may offset the amount of the License Fees that we previously paid to you for the sale against future License Fees, or require you to remit that amount to us. If a third party asserts that you did not have all rights required to make one of your Titles available through the Service or if we determine that you may be in breach of this Agreement, we may withhold all License Fees due to you pending resolution of the issue. If we determine that you did not have all of the required rights or that you have otherwise breached this Agreement with regard to a Title, we will not owe you License Fees for that Title and we may offset any of the License Fees that were previously paid against future License Fees, or require you to remit a refund to us. We may also withhold and offset any sums you owe to us against amounts that are payable to you. When this Agreement terminates, we may withhold all License Fees due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any customer refunds or other offsets to which we are entitled. If we terminate your account because of your breach of this Agreement, you will forfeit any License Fees not paid from the date of the notice of termination. If after we have terminated your account, you open a new account without our express permission, we will not owe you any License Fees through the new account. Our exercise of these rights does not limit other rights we may have to withhold or offset License Fees or exercise other remedies under applicable law.</p> <p>For clarity, Amazon will not be obligated to pay License Fees for Non-transactional Access in connection with the viewing of any Title by a customer if that customer was granted access to that Title via Digital Rental, Digital Purchase or Ad-supported Access, and similarly, Amazon will not be obligated to pay License Fees for Ad-supported Access in connection with the viewing of any Title by a customer if that customer was granted access to that Title via Digital Rental, Digital Purchase or Non-transactional Access.</p> <p>Amazon may sell your Titles using multiple currencies. You may elect on the Program Site to receive any License Fees owed</p>

	to you (i) in the local currency applicable for the Titles viewed in each territory (the " Sale Currency ") or (ii) the currency of a single territory in which the Titles are viewed. If we pay you in a currency other than the Sale Currency, we will convert the License Fees owed from the Sale Currency to the payment currency at a market exchange rate that we or our bank determine, which will be inclusive of all fees and charges for the conversion.
7.1 Digital Purchase, Digital Rental or Non-Prime Subscription Access License Fees	Amazon will pay to you (i) 50% of the applicable Purchase Price for Titles accessed via Digital Purchase or Digital Rental and (ii) 50% of the applicable Purchase Price for Titles accessed via Non-Prime Subscription Access.
7.2 Prime Subscription Access License Fee	<p>Amazon will pay to you (i) in the United States, its possessions and territories, \$0.15 and (ii) in all other territories, \$0.06, in each case multiplied by the number of Hours Viewed in the applicable territory; provided, however, that Amazon will not be obligated to pay for any Hours Viewed for any Title in excess of 500,000 for all territories in any given annual period (the "Payment Cap"), it being understood that, for any Title, the Payment Cap will be reset to zero at the start of the each annual payment period.</p> <p>"Hours Viewed" means the number of hours of a Title that is viewed by a viewer that is authorized by Amazon to view any Title via Prime Subscription Access on the Service; provided that Hours Viewed will not include (and Amazon will not be obligated to pay for) (i) more than ten streams of the same Title by the same account id in a given month or (ii) streams that Amazon determines, in its sole discretion, are not actual customer views (e.g., imitating legitimate views or click fraud) or are otherwise not authorized to access the applicable Service.</p>
7.3 Ad-supported Access License Fee	<p>Amazon will pay you 55% of Net Advertising Receipts.</p> <p>"Net Advertising Receipts" means aggregate cash amounts collected by Amazon from the sale of advertisements against any Title for Ad-Supported Access during the quarter for which License Fees are being calculated, <u>less</u> 15% of that aggregate cash amount (which is deemed to reflect the cost of selling advertisements) and <u>less</u> any payments made to any third-party advertising platforms or networks in connection with the distribution or sale of advertisements on those platforms or networks.</p>
8. Taxes	<p>As between the Parties, Amazon will be solely responsible for collecting and paying to the appropriate taxing authorities any national, state or local sales or use taxes, value added taxes ("VAT") or similar taxes (collectively "Transaction Taxes") applicable to purchases by customers. Amazon will not be required to pay any taxes imposed on or measured by your net income, net profits, income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added (other than value added tax in the nature of sales or use or similar taxes), net worth, all real property and ad valorem taxes imposed by any governmental authority on the fees payable to you under this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise.</p> <p>All payments payable by Amazon to you under this Agreement are inclusive of all Transaction Taxes that apply to the license of the Titles by you to Amazon, unless Amazon advises you otherwise. If and to the extent any payments hereunder are subject to and include any applicable Transaction Taxes, you will supply Amazon with an original, valid tax invoice, to the extent available under the applicable law, separately stating these Transaction Taxes, to enable Amazon to claim credit for these taxes as applicable. Amazon may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not charge or collect the Taxes covered by such certificate. If taxes are required to be deducted or withheld on any payments to be made to you under applicable law, then Amazon will (i) deduct such taxes from the amount owed to you and pay them to the appropriate taxing authority as required by applicable law and (ii) secure and deliver to you a receipt or other legally required documentation for any taxes withheld as required under applicable laws.</p> <p>Payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Except as specified in this Section, each Party will be responsible for its own taxes as levied by the applicable taxing authorities; provided, any charges toward the stamp duty payable under the applicable laws shall be borne by you. Throughout the term of this Agreement, you will provide Amazon with any forms, documents or other certifications as may be required by Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.</p>
9. Delivery of Content:	<p>For each Title, Content Provider, at its sole cost, will deliver to Amazon the Delivery Materials in accordance with such technical specifications as provided by Amazon to Content Provider (including, without limitation, the requirement that the Title not contain any advertisements, bugs, visible on-screen logos, or tracking tags).</p> <p>Content Provider authorizes Amazon to re-purpose and otherwise use in accordance with this Agreement (i) any Delivery Materials previously delivered to Amazon or its Affiliates by Content Provider or a third party, for purposes of exercising</p>

	<p>express and incidental rights granted hereunder with respect to the Titles and (ii) any Delivery Materials delivered by Content Provider under this Agreement, for purposes of Amazon exercising any rights granted to Amazon in respect of any Title under a subsequent agreement, solely to the extent authorized under any such subsequent agreement. Where any Delivery Materials have previously been delivered to Amazon by a third party, Content Provider will obtain any necessary clearances from such third party (if any) on behalf of Amazon and/or use its best efforts to assist Amazon in obtaining any such necessary clearances, to enable Amazon to use such previously delivered Delivery Materials. You will have no obligation to re-deliver Delivery Materials, except as necessary to comply with other obligations set forth pursuant to the terms of this Agreement.</p> <p>With respect to each Title, the "Delivery Materials" means (i) a copy of the Title at the highest resolution available to you, (ii) all Promotional Materials (including, but not limited to, all images, trailers, logos and artwork associated with the Title), (iii) captions and audio language files for the Title in accordance with Amazon's technical specifications, but in any event, in accordance with applicable law for the Territory and Section 11 of this Agreement and (iv) all metadata associated with the Title.</p> <p>You agree that the subscriptions made available to Amazon hereunder for distribution via Non-Prime Subscription Access comprised of Titles ("Subscriptions") will, at a minimum, be the same subscription video on demand packages, including the same titles, as the subscription video on demand packages made available by you via any method of non-physical distribution. In the event that you make the Subscriptions available for distribution by any non-physical distribution platform that competes with the Service in the Territory (each a "Competing Service") for better license fees or with additional rights with respect to free trials, Amazon is entitled to the same license fees and free trial rights as the applicable Competing Service.</p> <p>In the event that you make any other subscriptions containing audio-visual programs available for Non-Prime Subscription Access on a Competing Service or any other audio-visual program available for Digital Purchase or Digital Rental, then such subscriptions and/or audio-visual programs will constitute Subscriptions or Titles, as applicable, under this Agreement and Amazon will have the right to distribute such Titles and Subscriptions in the same manner (including with respect to free trials) and for the same or better license fees as the applicable Competing Service, and you will deliver such Titles and Subscriptions together with the applicable Promotional Materials to Amazon as soon as possible pursuant to the terms hereof, provided that the availability periods of any such Titles and Subscriptions will be no less favorable than the availability periods offered to the Competing Service.</p> <p>For the avoidance of doubt, the terms of this Agreement apply solely with respect to the Distribution Mode you have enabled for each such Title.</p>
10. Representations and Warranties	<p>You hereby represent and warrant that (i) you have the sole, full and unencumbered right to grant to Amazon and its Affiliates, and have obtained all necessary clearances and releases to grant to Amazon and its Affiliates, all of the rights set forth herein, (ii) any information and documentation you provide to us will be current, complete, and accurate and (iii) the Delivery Materials and Promotional Materials will not contain any subject matter or materials that are defamatory, libelous, obscene, or otherwise illegal under the applicable laws of the Territory. All rights granted to Amazon herein shall not be deemed to have lapsed at any time in accordance with the applicable law of the Territory, including for the avoidance of doubt, as applicable, Section 19(4) read with Section 30-A of the Indian Copyright Act, 1957.</p> <p>You further represents and warrants that you are not subject to sanctions or designated on any list of prohibited or restricted parties (and is not owned or controlled by such a party), including but not limited to the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, or other applicable government authority.</p> <p>You acknowledge that Amazon's Code of Business Conduct and Ethics (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. You will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. Amazon may immediately terminate or suspend performance under this Agreement if you breach this requirement.</p>
11. Closed Captions; Subtitles	<p>You will deliver closed captions for all Titles in accordance with Amazon's technical specifications as provided on the Program Site, but in any event, in accordance with applicable law for the Territory. You may not be able to publish a Title via one or more Distribution Modes in certain Territories until Amazon has received closed captions from you.</p> <p>You will deliver English language versions of the Titles, unless the original version of a Title is not in English, in which case you will deliver (i) either audio descriptions, subtitles or dubbed language tracks and (ii) the title and synopsis information for the Title, in each case, in at least one core language identified by Amazon for the Territory.</p> <p>Amazon may create, insert and distribute closed captions, audio descriptions, dubbed language tracks and subtitles for Titles in any language and may use or distribute any such closed caption, dubbed language track, subtitle file or audio description it creates in any Territory. In connection with such creation, Amazon will use its reasonable commercial efforts to ensure that</p>

	such closed caption and subtitled versions reflect the original version of the Licensed Title.
12. Geo-filtering; Access Controls:	<p>Amazon will utilize geo-filtering techniques and digital rights management technology as may be approved by at least one major studio in connection with its distribution of titles via the Service. Content Provider agrees that Amazon shall be deemed to be exercising the rights granted herein solely within the Territory as long as Amazon complies with the foregoing. Content Provider acknowledges that Amazon makes no representation as to the efficacy of any geo filtering technique or digital rights management technology it employs and agrees that Amazon shall not be responsible for the failure of such.</p> <p>Content Provider acknowledges and agrees that: (i) Content Provider's ability to suspend distribution of Titles on the Service shall be Content Provider's sole and exclusive right and remedy, and Amazon's sole and exclusive obligation, for any circumvention or failure of any geo filtering techniques or digital rights management technology used by Amazon on the Service for Titles and (ii) Content Provider shall not be entitled to any other remedies, including without limitation monetary damages, in connection therewith.</p>
13. Content Requirements	<p>You must ensure that all of your Titles and Subscriptions are in compliance with our policies for content at the time you submit them to us. If you discover that content you have submitted does not comply, you must immediately withdraw the content and otherwise bring such Title or Subscription into compliance if it is to be distributed via the Service. If you discover that any information you have provided to us for a Title or Subscription is inaccurate or incomplete, you must promptly submit corrected information to us. We can determine what content we accept and distribute on the Service in our sole discretion.</p> <p>If we request that you provide additional information relating to your Titles or Subscription, such as information confirming that you have all rights required to permit our distribution of the Titles or Subscription, you will promptly provide the information requested, recognizing that your content may not be made available for sale until proof of rights is received. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify your rights to permit our distribution of the Titles or Subscription and the accuracy of the information or documentation you provide to us with respect to those rights.</p> <p>We may remove or modify the Titles, the Subscriptions, the metadata, cover art and product description you provide for your Titles and Subscriptions for any reason, including if we determine that it does not comply with Amazon's content policy guidelines. We will promptly notify you of any such removal of a Title or Subscription. You may not include any advertisements or other content that is primarily intended to advertise or promote products or services.</p> <p>If available, you will provide local content ratings in each country in which you distribute your Titles from the applicable local ratings authorities. Nothing herein shall restrict Amazon from, at its sole cost, obtaining ratings information for the Titles in any country within the Territory or generating its own ratings for the Titles.</p>
14. Title Withdrawal	<p>You may withdraw your Titles from availability on the Service at any time on thirty (30) business days advance notice by following the then current Program procedures for Title withdrawal or un-publishing; provided that you may not remove a Title within a Subscription other than in accordance with the Subscription Guidelines, in each case, unless you either (i) lose any rights or other licenses, consents or permissions relating to any specific Title that are necessary for you to grant the rights granted hereunder or (ii) receive written notice of a third-party claim relating to a Title, which reasonably could result in legal liability for you; provided that Amazon will only be obligated to withdraw the Title from a Subscription if you also concurrently obligate other subscription based services to withdraw the Title.</p> <p>We may fulfill any customer orders completed through the date the Titles are available on the Service. All withdrawals of Titles and Subscriptions will apply prospectively only and not with respect to any customers who purchased the Titles or Subscriptions prior to the date of removal, meaning that we will allow any customer who has previously purchased a Title for Digital Purchase or Digital Rental or a Subscription for Content Provider Subscription Access to view the Title or Subscription, as applicable, after it has been withdrawn from the Service to the extent that such customer purchased those rights prior to the withdrawal.</p>
15. Ownership; Feedback	<p>Subject to the rights you grant to us under this Agreement, as between us and you, you retain all ownership rights in and to the copyrights and all other rights and interest in and to your Titles and Subscriptions. We retain all ownership rights in and to the copyrights and all other rights and interests in and to the Program, the Program Site and all Amazon properties, and any materials we use or provide to you for use relating to your Titles and Subscriptions (such as a generic cover image used for your Titles or Subscriptions if you do not provide one). We are solely responsible for, and will have full discretion with respect to the terms, features, and operation of the Program and the Program Site and related marketing, but our use of the Titles and Subscriptions will be subject to the terms of this Agreement. If you elect to provide suggestions, ideas, or other feedback to Amazon or any of its Affiliates in connection with the Service, the Program, the Program Site or anything on the Program Site ("Feedback"), Amazon and its Affiliates will be free to use and exploit the same in any manner without restriction and without any need to compensate you. This Agreement does not grant you any license or other rights to any intellectual property or technology owned or operated by us or any of our Affiliates, including, without limitation, any trademarks or trade names.</p>

Nothing in this Agreement restricts any rights we may have under applicable law or a separate agreement.

- 16. Termination of Agreement.** If either party is in breach of this Agreement and fails to cure such breach within 30 days following written notice from the other party, the non-breaching party may terminate this Agreement upon 5 business days written notice to the breaching party. Following any termination or expiration of this Agreement, any provision which, by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 16 through 20.
- 17. Indemnification.** You will indemnify, defend and hold harmless Amazon, its officers, directors, employees, shareholders, affiliates, subcontractors, successors and assignees, from and against any and all third-party claims, actions, causes of action, demands, judgments, liabilities, damages, losses, injuries, costs and expenses (including, without limitation, reasonable attorneys fees and court costs) brought against Amazon that arise from or relate to: (a) any breach or alleged breach by you of any of your representations, warranties or obligations set forth herein; or (b) any claim that Amazon's exercise of the rights granted by you under this Agreement violates any law or regulation or the right(s) of any third party (individually, a "**Claim**", and collectively, the "**Claims**"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations).
- 18. Limitation of Liability.** AMAZON WILL NOT BE LIABLE TO THE CONTENT PROVIDER FOR ANY LOST PROFITS OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON WILL NOT BE LIABLE TO CONTENT PROVIDER FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE AMOUNT OF FEES DUE AND PAYABLE BY AMAZON UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT BE DEEMED TO WAIVE ANY OF CONTENT PROVIDER'S RIGHTS AT LAW OR IN EQUITY TO ENFORCE THIS AGREEMENT WITH RESPECT TO UNDISPUTED LICENSE FEE PAYMENTS DUE TO CONTENT PROVIDER BY AMAZON HEREUNDER. THE SERVICE IS MADE AVAILABLE ON AN AS IS BASIS AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING WITHOUT LIMITATION, (I) THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, OR OPERATE WITHOUT ERROR OR (II) AS TO THE VOLUME OF SALES OR LICENSE FEES THAT WILL BE GENERATED BY TITLES CONTENT ON THE SERVICE. TO THE EXTENT REQUIRED BY LAW IN THE RELEVANT JURISDICTION OF THE PARTIES, THE PARTIES DO NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY SUCH APPLICABLE LAW.
- 19. Confidentiality.** You will not, without our express, prior written permission: (a) issue any press release, media pitch or make any other public disclosures regarding this Agreement or its terms; (b) disclose Amazon Confidential Information (as defined below) to any third party or to any employee other than an employee who needs to know the information; or (c) use Amazon Confidential Information for any purpose other than the performance of this Agreement. You may however disclose Amazon Confidential Information as required to comply with applicable law, provided you: (i) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy; (ii) disclose only that Amazon Confidential Information as is required by applicable law; and (iii) use reasonable efforts to obtain confidential treatment for any Amazon Confidential Information so disclosed. "Amazon Confidential Information" means (1) any information regarding Amazon, its affiliates, and their businesses, including, without limitation, information relating to our technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (2) the nature, content and existence of any communications between you and us, and (3) any sales data relating to the sale of digital videos or other information we provide or make available to you in connection with the Program. Amazon Confidential Information does not include information that (A) is or becomes publicly available without breach of this Agreement, (B) you can show by documentation to have been known to you at the time you receive it from us, (C) you receive from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (D) you can show by documentation that you have independently developed without reference to any Amazon Confidential Information. Without limiting the survivability of any other provision of this Agreement, this Section 4 will survive three years following the termination of this Agreement.
- 20. Miscellaneous.** All rights granted to Amazon under this Agreement may be exercised by Amazon, its Affiliates, and subcontractors providing services in connection with the Service. Any Amazon Affiliate may join as a party to this Agreement and will notify you if it does so. The joining Amazon Affiliate will be entitled to exercise the rights that you grant under this Agreement. Each Amazon party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Amazon parties. In addition, each Amazon party is solely responsible with respect to its exercise of its rights and compliance with its obligations in connection with the territory or territories for which it is responsible, as determined by Amazon in its sole discretion. You may not assign any of your rights or obligations under this Agreement without the prior written consent of Amazon. A waiver by either party of any breach or default by the other party under this Agreement will not constitute a waiver of any other or subsequent breach or default by such other party. The failure of either party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity. For the purposes of this Agreement, Amazon and you are independent contracting parties, and nothing herein will be construed as creating an agency relationship, a fiduciary relationship, an employer-employee relationship, a partnership, a joint venture, or an obligation to form any such relationship.

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To be effective, except where specified otherwise in this Agreement, any notice hereunder by either party must be in writing and delivered (i) if by Amazon, via email using the email address provided in your Program account, posting on the Program Site or message through your Program account or (ii) if by you, via email, to avd-inquiries@amazon.com with a copy to contracts-legal@amazon.com. Notices will be effective and deemed received on the date transmitted or posted. This Agreement constitutes the complete and final agreement of the parties pertaining to the subject matter of this Agreement and supersedes the parties prior agreements, understandings, and discussions related to the subject matter of this Agreement. If any term of this Agreement is held to be invalid, void or unenforceable, then the remaining terms of this Agreement will be unaffected and will be valid and enforceable to the fullest extent permitted by law. Nothing in this Agreement will restrict Amazon from exercising any right it has pursuant to another applicable permission or would have at law in the absence of this Agreement.

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