



**LUMEXX MEDIA**  
**Distribution Agreement Standard Terms, Conditions, and Schedules V2.04**

**TERMS AND CONDITIONS**

**1. CREDITS, ARTWORK, APPROVALS AND PROMOS**

- a. Licensor shall have free access to all marketing and master materials that Licensee creates.
- b. The name and logo of Licensee as distributor (and presented by in the credit block) may appear on all advertising, packaging or other distribution material for the Picture in accordance with entertainment industry custom and practice, along with the Licensor's and Copyright Owner's logos.
- c. Licensee shall comply with all paid advertising credit obligations provided by Licensor in writing to Licensee at the time of delivery of the marketing materials.
- d. Licensee shall not make any changes to the Picture (except for standard censorship) without Licensor's prior written consent, not to be unreasonably withheld.
- e. Licensor grants Licensee the non-exclusive right to use the images, names and likenesses of the cast and crew of the Picture, Licensor's name and logo, and of the name of the Picture in connection with the distribution, sale, packaging, advertising, and other exploitation of the Picture.
- f. Licensor shall have meaningful consultation over the Key Art. Such meaningful suggestions shall be made within two (2) business days, but in all cases, Licensee and Licensor agree that Licensee's sub-distributors shall have the final approval.

**2. REPRESENTATIONS AND WARRANTIES**

Licensor represents and warrants that at the time of execution of this Agreement and continuing throughout the Term:

- a. It is a corporation or LLC or other entity duly formed and validly existing in good standing under the laws of its state and has the full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement.
- b. It has no agreement with or obligations to any third party with respect to the Picture that might conflict or interfere with any of the provision of this Agreement or the use or enjoyment by Licensee of any of the Rights.
- c. Any and all third party payments including but not limited to profit participations, residuals, music synchronization, performance and other mechanical fees, and any other license fees (including, without limitation, all literary, artistic, musical, technological and/or intellectual property rights fees, fringes, talent deferrals and guild related expenses) in connection with the Picture ("Third Party Payments") shall be the obligation of Licensor and shall not be the obligation of or paid for by Licensee. Licensor shall deliver the Picture free and clear of any claims, liens or encumbrances. If Licensee is notified of any claim, it shall immediately remit such claim to Licensor, and Licensor shall have thirty (30) days to remedy the situation. If Licensor is unable to remedy the situation within thirty (30) days, if necessary to protect Licensee's rights hereunder, Licensee shall have the right, but not the obligation, to make such Third Party Payments on behalf of Licensor and deducting such costs and expenses from the Licensor's share of Gross Receipts.

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- d. Neither the Picture nor any part thereof, nor any materials contained therein or synchronized therewith, nor the title thereof, nor the exercise of any right, license or privilege herein granted, violates or will violate, or infringes or will infringe, any trademark, trade name, service mark contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, dramatic, personal, private, civil or property right, right of privacy, right of publicity or “moral rights of authors” or any other rights whatsoever, or unfairly competes with, or slanders or libels (or constitutes a trade disparagement of), any person, firm, corporation, association or other entity whatsoever.
- e. Licensor owns and controls, without any limitations or restrictions whatsoever except as specified herein, all necessary motion Picture performance, synchronization, mechanical license and all other rights granted hereunder and all subsidiary rights embodied therein and has obtained all necessary licenses required for the exhibition, performance, duplication, distribution, marketing and exploitation of the Picture hereunder (including the music contained therein) throughout the Territory and during the Term, for any and all purposes licensed hereunder and by every means, method and device now or hereafter known or required for the full, complete and unlimited exercise and enjoyment by Licensee of each and all of the Rights granted in this Agreement.
- f. There are no restrictions which would or could prevent Licensee from distributing the Picture by any of the media or means for which rights are granted to Licensee hereunder and there are not and will not be any payments (out of any part of any revenues from the distribution of exploitation of the Picture or otherwise) which must be made by Licensee to any actors, musicians, directors, writers or to other persons who participated in the Picture, or to any union, guild or other labor organization for any right to exhibit the Picture or as compensation in connection with such exhibition or for any other use of the Picture or any of the rights therein and thereto granted hereunder, and Licensee does not hereby become obligated to any guild, organization and any other third party.
- g. The Copyrights in the literary, dramatic and musical materials upon which the Picture is based, or which are contained in the Picture, are and will be valid and subsisting during throughout the Territory, and no part is or will be in the public domain during the Term.

Licensee warrants and represents that:

- a. It is a Georgia limited liability company with full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement and it has no knowledge of any of its obligation that will interfere with its carrying out of such terms of this Agreement.
- b. There is no outstanding litigation that would adversely impact or derogate Licensee’s ability to perform its obligations.

**3. INDEMNIFICATION**

Each party (“Indemnifying Party”) hereby indemnifies, defends and holds harmless the other party and its affiliated and related entities, successors, licensees, assigns, and employees, agents, authorized representatives, officers and directors (collectively for the purposes of this Paragraph, an “Indemnified Party”) from and against any and all liability, loss, damage, cost and expense, including, without limitation, reasonable outside attorney’s fees (but excluding lost profits or consequential damages) arising out of any breach or alleged breach by a Party of, or claim by a third party with respect to any warranty, representation or agreement made by the Indemnifying Party herein. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim to which the foregoing indemnification applies and the Indemnifying Party shall undertake, at its own cost and expense, the defense thereof. The Indemnified Party may, at its option, engage its own counsel and join in the defense thereof. If the Indemnifying Party fails to promptly appoint competent and experienced counsel, or if a conflict exists such that it is reasonably necessary for the Indemnified Party to have its own counsel, the Indemnified Party may engage its own counsel and

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the reasonable charges in connection therewith shall promptly be paid by the Indemnifying Party. If the Indemnified Party settles or compromises any such suit, claim or proceeding, the amount thereof shall be charged to the Indemnifying Party, provided that the Indemnifying Party's reasonable prior written approval has been secured. The Indemnifying Party may not settle any such suit, claim or proceeding without the Indemnified Party's consent if such settlement would require the Indemnified Party to pay any money or to take, or refrain from taking, any action. Licensee shall be entitled to retain any Licensor Share to offset any damages or losses as the Indemnified Party until resolution of the claim for Indemnity.

WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR HAVE A RIGHT AS AGAINST THE OTHER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY/PUNITIVE DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Paragraph shall survive the expiration or termination of this Agreement, whether by operation of law or otherwise.

**4. DISPUTE RESOLUTION**

- a. The Parties hereto agree that any dispute with respect to or relating to this Agreement will be resolved by binding, final, exclusive and non-appealable arbitration in Atlanta, Georgia, under the Rules of Arbitration of the Independent Film and Television Media Alliance ("IFTA"). Licensor and Licensee agree that they will abide by any decision rendered in such arbitration and each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner provided by law. Licensor and Licensee shall submit to the exclusive jurisdiction of the courts in Atlanta, Georgia as an appropriate place for compelling arbitration or giving legal confirmation of any arbitration award. Licensor and Agency agree to accept service of process for all arbitral proceedings in accordance with such Rules and to accept service of process for any judicial or other proceedings by personal service or registered mail. If service cannot be so effectuated, the Parties agree that service by registered mail on the Secretary of State of the Party's home state and will be deemed proper service for these purposes. The Parties agree to abide by and perform in accordance with any award rendered by the arbitrator in such arbitration proceedings and any such award may be enforced in any court of law with jurisdiction over the Agreement. The arbitrator shall, in the Award, award the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees to the prevailing Party.
- b. Unless and until a final Judgment against Licensee is entered by a duly appointed arbitrator as outlined above, Licensor cannot cancel this Agreement and Licensor's only remedy shall be monetary damages and Licensor may not enjoin Licensee's or Licensee's clients rights hereunder, unless a Material breach is committed by Licensee.
- c. The substantive laws (as distinguished from the choice of law rules) of the State of Georgia applicable to contracts made and performed entirely in Georgia shall govern: (i) the validity and interpretation of this Agreement, (ii) the performance by the Parties of their respective obligations hereunder, and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement, or the termination of this Agreement.

**5. MISCELLANEOUS**

- a. Nothing contained herein shall be deemed to create a relationship of partnership, joint venture, agency, fiduciary or employment between the Parties. The terms of this Agreement shall be confidential except where required by law. Licensor agrees that it shall not issue or authorize the issuance of any press release or public announcement concerning the Agreement or the transmission of the Picture(s) hereunder without first obtaining Licensee's prior written approval thereof.

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- b. This Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.

END OF STANDARD TERMS

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**SCHEDULE B**

**DEFINITIONS**

**1. RIGHTS GRANTED**

- a. **Video On Demand (“VOD”)** means any and all services that comprise the point-to-point transmission of audio-visual Picturering at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View. The licensed VOD rights include, without limitation, the following:
- ii. **“Cable VOD”** means any and all services that comprise the transmission of audio-visual Picturering for temporary storage on an End User’s Set Top Box in a secure but viewable form at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View, which transmission does not permit the End User to retain a permanent copy of the Picture (or part thereof).
- iii. **“Free Cable VOD” (“FVOD (Cable)”)** means any and all services that comprise the transmission of audio-visual Picturering for temporary storage on an End User’s Set Top Box in a secure but viewable form at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); and (ii) involves no payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.
- iv. **“Transactional Cable (“TVOD (Cable)”)** means any and all services that comprise the transmission of audio-visual Picturering for temporary storage on an End User’s Set Top Box in a secure but viewable form at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); and (ii) involves a payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made (whether by way of charges over and above standard charges associated with the provisions of access to the Internet, subscription for the service itself, one-off payment for the particular transmission or otherwise), other than fees or taxes imposed by any government or agency thereof, fees for the purchase of rental of any receiving device and/or standard charges.
- v. **“Subscription Video On Demand (“SVOD (Cable)”)** means any and all services that comprise the transmission of audio-visual Picturering for temporary storage on an End User’s Set Top Box in a secure but viewable form at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof) and (ii) is offered in return for a periodic subscription by the End User for such service.
- vi. **“Ad Supported Cable Video On Demand (“AVOD (Cable)”)** means any and all services that comprise the transmission of audio-visual Picturering for temporary storage on an End User’s Set Top Box in a secure but viewable form at the instigation of and/or at a time scheduled by the End User (and not from a selection of viewing times pre-established or scheduled by the Licensee), expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof) and (ii) such service is covered solely by advertising, other than fees or taxes

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imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.

- vii. “Internet Video On Demand (“IVOD”)” means the right to transmit the Picture in its entirety via the Internet (expressly excluding transmission via Free IPTV or IPVOD or Pay IPTV or IPVOD), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Personal Computer.
- viii. “Free Internet Video On Demand (“Free IVOD”)” means the right to transmit the Picture in its entirety via the Internet (expressly excluding transmission via Free IPTV or IPVOD or Pay IPTV or IPVOD), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Personal Computer; and (iii) involves no payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- ix. “Transactional Internet Video On Demand (“Pay IVOD”)” means the right to transmit the Picture in its entirety via the Internet (expressly excluding transmission via Free IPTV or IPVOD or Pay IPTV or IPVOD), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Personal Computer; and (iii) involves a payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made (whether by way of charges over and above standard charges associated with the provision of access to the Internet, subscription for the service itself, one-off payment for the particular transmission or otherwise), other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- x. “Ad Supported Internet Video On Demand (“AVOD”)” means the right to transmit the Picture in its entirety via the Internet (expressly excluding transmission via Free IPTV or IPVOD or Pay IPTV or IPVOD), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Personal Computer; and (iii) the cost for such service is covered solely by advertising, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- xi. “Subscription Internet Video On Demand (“SVOD”)” means the right to transmit the Picture in its entirety via the Internet (expressly excluding transmission via Free IPTV or IPVOD or Pay IPTV or IPVOD), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Personal Computer; and (iii) the End User pays a periodic subscription for such service, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- xii. “Internet Protocol Video On Demand (“IPVOD”)” means the transmission of the Picture in encrypted form utilising Internet protocols sent through DSL (or xDSL) or fiber optics to a Set Top Box at the place of reception for the purpose of viewing such Picture at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted; (iii) is intended for reception on a Television Media Set.
- xiii. “Free Internet Protocol Video On Demand (“Free IPVOD”) or IPTV ” means the transmission of the Picture in encrypted form utilising Internet protocols sent through DSL (or xDSL) or fiber optics to a

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Set Top Box at the place of reception for the purpose of viewing such Pictureming at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted ; (iii) is intended for reception on a Television Media Set; and (iv) involves no payment being levied to the End User for the right to receive the relevant transmission or the service within which the transmission is made, other than fees or taxes imposed by any government or agency thereof, or fees for the purchase or rental of any receiving device.

- xiv. “Transactional Internet Protocol Video On Demand (“Pay IPVOD”) or IPTV” means the encrypted transmission of the Picture utilising Internet protocols and sent through DSL (or xDSL) or fiber optics to a Set Top Box at the place of reception for the purpose of viewing such Pictureming at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted in the Schedule; (iii) is intended for reception on a Television Media Set; and (iv) involves a supplemental or premium payment in addition to any basic service fee, fees or taxes imposed by any government or agency thereof, or fees for the purchase or rental of any receiving device, which payment is being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made.
- xv. “Ad Supported Internet Protocol Video On Demand (“AVOD (IP)”)” means the encrypted transmission of the Picture utilising Internet protocols and sent through DSL (or xDSL) or fiber optics to a Set Top Box at the place of reception for the purpose of viewing such Pictureming at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted in the Schedule; (iii) is intended for reception on a Television Media Set; and (iv) the cost for such service is covered solely by advertising, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- xvi. “Subscription Internet Protocol Video On Demand (“SVOD (IP)”)” means the encrypted transmission of the Picture utilising Internet protocols and sent through DSL (or xDSL) or fiber optics to a Set Top Box at the place of reception for the purpose of viewing such Pictureming at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted in the Schedule; (iii) is intended for reception on a Television Media Set; and (iv) the End User pays a periodic subscription for such service, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges associated with the provision of access to the Internet.
- xvii. “Satellite Video On Demand (“SatVOD”)” means the right to transmit the Picture in its entirety from a satellite to a satellite dish at the place of reception for the purpose of viewing such Pictureming at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS) at the instigation of and/or at a time scheduled by the End User, expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Television Media Set.
- xviii. “Free Satellite Video On Demand (“Free SatVOD”)” means the right to transmit the Picture in its entirety from a satellite to a satellite dish at the place of reception for the purpose of viewing such Pictureming at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS), at the instigation of and/or at a time scheduled by the End User, expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Television Media Set; and (iii) involves no payment being levied to the End User for the right to receive the relevant transmission or the service within

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which the transmission is made, other than fees or taxes imposed by any government or agency thereof, or fees for the purchase or rental of any receiving device.

- xix. “Transactional Satellite VOD” means the right to transmit the Picture in its entirety from a satellite to a satellite dish at the place of reception for the purpose of viewing such Picture at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS), at the instigation of and/or at a time scheduled by the End User, expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Television Media Set; and (iii) involves a supplemental or premium payment in addition to any basic service fee, fees or taxes imposed by any government or agency thereof, or fees for the purchase or rental of any receiving device, which payment is being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made.
- xx. “Ad Supported Satellite Video On Demand (“AVOD (Sat)”)” means the right to transmit the Picture in its entirety from a satellite to a satellite dish at the place of reception for the purpose of viewing such Picture at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS), at the instigation of and/or at a time scheduled by the End User, expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Television Media Set; and (iii) the cost for such service is covered solely by advertising, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.
- xxi. “Subscription Satellite Video On Demand (“SVOD (Sat)”)” means the right to transmit the Picture in its entirety from a satellite to a satellite dish at the place of reception for the purpose of viewing such Picture at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS), at the instigation of and/or at a time scheduled by the End User, expressly excluding Pay Per View, which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on a Television Media Set; and (iii) the End User pays a periodic subscription for such service, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.
- b. **Pay Per View (“PPV”) or Demand View:** means Television Media exhibition whereby an End User pays a separate premium for each exhibition of each individual Picture chosen by such End User to be viewed via a linear channel. The licensed Pay Per View rights include, without limitation the following:
- i. “Satellite Pay Per View” means Television Media exhibition from a satellite to a satellite dish at the place of reception for the purpose of viewing such Picture at that place of reception (expressly excluding any transmission via the Internet, MATV or MMDS) whereby an End User pays a separate premium for each exhibition of each individual Picture chosen by such End User to be viewed via a linear channel.
- ii. “Cable Pay Per View” means transmission of the Picture by coaxial cable, fibre optic cable or other cable Television Media network (expressly including MATV and MMDS, but excluding any transmission via the Internet) whereby an End User pays a separate premium for each exhibition of each individual Picture chosen by such End User to be viewed via a linear channel.
- iii. “Pay per View IPVOD” means the encrypted transmission of the Picture utilising Internet protocols and sent through DSL (or xDSL) or cable networks to a Set Top Box at the place of reception for the purpose of viewing such Picture at that place of reception, which transmission: (i) shall be made only at a time designated by the Licensee; (ii) does not permit the End User to retain a copy of the Picture other than as expressly permitted in the Schedule; (iii) is intended for reception on a Television Media Set; and (iv) involves a supplemental or premium payment in addition to any basic service fee, fees or taxes imposed by any government or agency thereof, or fees for the purchase or rental of any



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receiving device, which payment is being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made (v) the End User pays a separate premium for each exhibition of each individual Picture chosen by such End User to be viewed via a linear channel.

- c. **Electronic Sell Through (“EST”)** means the right to make the Picture available in its entirety via the Internet (expressly excluding any transmission via Free IPTV / IPVOD or Pay IPTV / IPVOD), which transmission: (i) permits the End User to retain a copy of the Picture on a Personal Computer and/or Mobile Device subject to the restrictions specified in Clause F (as specified in the Schedule); and (ii) involves a payment being levied to the End User for the right to receive the relevant transmission or service within which the transmission is made, in addition to fees or taxes imposed by any government or agency thereof or fees for the purchase or rental of any receiving device.
- d. **Mobile / Wireless Rights:** means the right to transmit the Picture in its entirety through Mobile Communications Technologies (as may be granted in the Schedule), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on Mobile Devices. The licensed Mobile/Wireless rights include, without limitation, the following:
- i. **Free Mobile / Wireless Rights** means the right to transmit the Picture in its entirety Mobile Communications Technologies (as may be granted in the Schedule), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on Mobile Devices; and (iii) involves no payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any Mobile Device, or standard call charges associated with such Mobile Device.
- ii. **Transactional Mobile /Wireless Rights** means the right to transmit the Picture in its entirety Mobile Communications Technologies (as may be granted in the Schedule), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on Mobile Devices; and (iii) involves a payment being levied to the End User for the right to receive the relevant transmission and/or the service within which the transmission is made (whether by way of data charges over and above standard call charges, subscription for the service itself, one-off payment for the particular transmission or otherwise), other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any Mobile Device and/or standard call charges associated with such Mobile Device.
- iii. **Ad supported Mobile /Wireless Rights** means the right to transmit the Picture in its entirety Mobile Communications Technologies (as may be granted in the Schedule), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on Mobile Devices; and (iii) the cost for such service is covered solely by advertising, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.
- iv. **Subscription Mobile /Wireless Rights** means the right to transmit the Picture in its entirety Mobile Communications Technologies (as may be granted in the Schedule), which transmission: (i) does not permit the End User to retain a permanent copy of the Picture (or part thereof); (ii) is intended for reception on Mobile Devices; and (iii) the End User pays a periodic subscription for such service, other than fees or taxes imposed by any government or agency thereof, fees for the purchase or rental of any receiving device and/or standard charges.
- d. **Manufacture on Demand (“MOD”)** means recording the Picture onto Discs in a secure, commercial environment utilizing centralized production facilities. For the avoidance of doubt, MOD does not include: (i) a consumer using a personal computer or connected DVD burner, whether or not such personal computer or

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connected DVD burner is connected to a wide area distribution network such as the Internet or is otherwise receiving Content for burning to a Disc; (ii) a replicator that uses glass masters, metal stampers, and hot polycarbonates to replicate discs; or (iii) in-store production environments connected to an end consumer ordering system or kiosk.

- e. **Home Video Rights** means the exclusive right to design, manufacture, produce, distribute, license, sub-license, lease, rent, exhibit, promote, market, advertise, publicize and in all manner and form exploit the Picture(s) and all elements thereof, and to authorize others to do all of the foregoing, by means of and in connection with “Videograms,” which for purposes hereof includes without limitation videocassettes, videodiscs, videotapes, DVDs, High-Definition DVDs, Blu-ray discs, Universal Media Discs, CD-ROM, DVD-ROM and all other hard carrier devices now known or hereafter devised and designed to be used in conjunction with a personal reproduction, player or viewing apparatus which causes a visual image (whether or not synchronized with sound) to be seen on a screen, display or device, e.g., a Television Media receiver, computer display, hand-held device or any other screen, display or device now known or hereafter devised, which Videograms also include menus, other navigational designs and elements and such other materials (e.g., “bonus” materials) as Licensee determines in its sole discretion. Home Video Rights shall include the exclusive rights (i) to distribute the Picture(s) through standard retail channels by means of download to any tangible or hard carrier Videogram storage device using any and all forms of digital or electronic transmission to the retailer; (ii) to distribute Videograms through Internet-based retailers (e.g., Amazon.com and Walmart.com); (iii) to perform and exhibit (via downloading or streaming) short clips of the Videograms for purposes of marketing and selling hard-carrier devices; (iv) in conjunction with the sale of a Videogram unit to authorize digital copy(ies) thereof; and (v) to use Videograms of the Picture(s) or any portions or excerpts or abridged versions thereof to in-pack or on-pack or as premiums to be sold together with other products or items, as long as the Picture(s) is accounted for on an appropriate and pro-rata basis if bundled with other Picture(s).
- f. **Theatrical Rights** means the exclusive right to license, sub-license, distribute, exhibit, advertise, promote, market, publicize and in all manner and form exploit the Picture(s), and to authorize others to do all of the foregoing, by any and all means of display in motion picture theaters open to the general public where a fee is charged for admission, or when a theatre is rented and so-called “four-walled”, whether or not a fee is charged to the public.
- g. **Ancillary/Non-Theatrical Rights** means the exclusive right to license, sub-license, distribute, exhibit, advertise, promote, market, publicize and in all manner and form exploit the Picture(s), and to authorize others to do all of the foregoing, in prisons, educational institutions, libraries, museums, businesses, clubs, summer camps, hospitals and other similar institutions, and on army bases, oil drilling rigs, ships-at-sea and airlines that are operated by a shipping line or flying the flag of the Territory, by all means of exhibition, display, broadcast, or transmission.
- h. **Television Media Rights** means the exclusive right to license, sub-license, distribute, exhibit, transmit, advertise, promote, market, publicize and in all manner and form exploit the Picture(s), and to authorize others to do all of the foregoing, by any and all means of broadcast Television Media , free Television Media , pay and subscription Television Media , cable and satellite Television Media , and any and all other forms of Television Media exhibition of the Picture(s) (including without limitation any forms of Television Media exhibition for viewing over a cellular phone, personal computer, pda or other mobile device) regardless of the technology employed.
- i. **Incidental Rights** are included with all of the Rights Granted and means the usual and customary incidental rights in connection with the Picture(s), including, but not limited to, the following: (i) the right to use any and all elements of the Picture(s) and all Delivery Materials (including without limitation the names, voices, likenesses and biographies of all persons appearing in and/or connected with the Picture(s) subject to any contractual restrictions of which Licensor gives Licensee timely written notice), and any portions thereof, in connection with the publicity, advertising, marketing and packaging of the Picture(s), including without

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limitation the right to reproduce, distribute and exhibit any and all visual images and/or sound recordings contained in the Picture(s) and/or the Delivery Materials throughout the Territory with respect to advertising, marketing, and/or publicizing Videograms of the Picture(s) in digital media; provided, however, that neither Licensee nor any of its authorized subLicensees or subdistributors shall direct any such advertising or marketing efforts towards customers or viewers outside of the Territory) by any and all means of distribution, and in any and all media now or hereafter known or devised; (ii) the right to change the title with the mutual approval of the Licensor, of or otherwise modify the Picture(s), but only to meet the requirements of censorship, community standards or other laws or regulations in the Territory; (iii) the right to prepare closed-caption versions of the Picture(s) for the hearing-impaired; (iv) the right to dub or add subtitles to the Picture(s) in the languages granted herein; (v) the right to include in the audiovisual encoding of Videograms other Pictures, trailers, promotions, contests, and advertising for Licensee's other Picture(s), products and services; and (vi) the right to sublicense or subdistribute, or act as a sales agent for, any of the Rights Granted upon such terms and conditions as Licensee, in its sole discretion, may deem proper or expedient; provided, however, that Licensee shall provide Licensor with prompt notice of any such sublicense or subdistribution agreements and shall provide Licensor with transparent reporting with respect to any such agreements.

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**SCHEDULE E DETAILED DELIVERY REQUIREMENTS LIST**

\*Licensor shall deliver all Delivery Materials listed below and noted with an Asterisk. The balance of the Delivery Materials listed below shall be only on an as-needed Basis.

**1. PICTURE ITEMS**

All materials set forth herein shall be of first class technical quality and suitable for passing a quality control evaluation (QC) clearing them technically for both U.S. Broadcast *and* Tier 1 VOD Platforms (iTunes, Netflix, etc). No deviation may be made from the below requirements without prior written consent from [LICENSEE], LLC (“Licensee”). QC Evaluations should only be conducted by a facility approved by Licensee. *It is the Producer’s responsibility to maintain copies of all materials delivered to Licensee, including feature, trailer and collateral assets. Licensee cannot be held responsible for the storage or loss of the only copy of a film’s assets. If you would like your hard drive returned to you, make sure to provide both your courier account number and shipping address to the Director of Digital Operations and your materials will be returned to you.*

**a. Mezzanine (Hard Drive) Masters**

The following mezzanine assets should be delivered via Aspera, Signiant or on external hard drive with a USB 3.0 or eSata connection (USB 2.0 and FW400 are not acceptable). Internal hard drives delivered without enclosures will not be accepted. All hard drives, and the files contained therein, must be slated and labeled clearly and appropriately. *Do not deliver your only copy of assets to Licensee.* Licensee cannot be held responsible for the storage or loss of the only copy of a film’s assets.

- i. **\*High Definition Master** (Feature and Trailer):  
4:3 (if available) and 16:9 1920x1080 Quicktime ProRes 422 (HQ) .MOV files with a video bitrate of approximately 150Mbit. Inter frame compressed formats such as H.264, MPEG2, or MPEG4 are not acceptable and will be rejected. Video that has been up-scaled, up-converted or “up-rezzed” to 1080 will not be accepted unless agreed upon in writing. Quicktime ProRes 4444 files should not be delivered unless they accompany 422 submasters. All mezzanine assets should be the final color corrected version of the feature or trailer with final mixed audio and fully-filled M&E (or Mix Minus Narration), recorded in 1080 at the original frame rate (23.976fps is preferred). The Licensee animated logo should be included at the head of the feature, prior to any producer logos. 29.97fps or interlaced masters should not be delivered unless cleared by Licensee first.
- ii. **Ultra-High-Definition (4K) Master** (Feature and Trailer) *only if film’s resolution is native 4K or higher*: Quicktime ProRes 4444 .MOV files. Files that have been up-scaled, up-converted or “up-rezzed” from a lower resolution to 4K will not be accepted.
- iii. **3D Masters** (Feature and Trailer) *only if film was shot in 3D*:
  1. **Left eye / Right Eye** 16:9 1920x1080 Quicktime ProRes 422 (HQ) .MOV files with a video bitrate of approximately 150Mbit.
  2. **Side-by-side** 16:9 1920x1080 Quicktime ProRes 422 (HQ) .MOV files with a video bitrate of approximately 150Mbit. 3D content shall be in anamorphic side-by-side multiplex with Left Eye in 960x1080 resolution and Right Eye in 960x1080.
- iv. **DCI Compliant DCP master** (unencrypted) for both the feature and trailer, contained on an EXT3 formatted CRU drive (with case and enclosure).
- v. **\*Marketing Versions**:
  1. **Trailer**: A 1280x720 H.264 .MOV (encoded for high bandwidth streaming) of the trailer. Trailer file should have stereo audio, have no bars, no tone or slate and not be watermarked.

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2. **Feature:** A 1280x720 .MOV watermarked screener with a file size of about 4GB or less. Video bitrate should be no higher than 5 Mbps with an AAC stereo audio bitrate of 320Kbps. Screener should be continuously watermarked (i.e. not intermittent) “FOR SCREENING PURPOSES ONLY” with watermark displayed prominently in the lower third of the frame at 50% transparency. Please contact [contact@lumexxmedia.com](mailto:contact@lumexxmedia.com) for further specs and guidance.
- vi. **\*Closed Captioning:** .SCC English closed caption file conformed to and matching the version of the feature delivered. Captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible and must be displayed on the screen at a speed that can be read by viewers. Captions should not block other important visual content on the screen, overlap one another or run off the edge of the video screen. Captions should not be censored or bleeped. Licensee has a very specific caption spec. Contact [contact@lumexxmedia.com](mailto:contact@lumexxmedia.com) department for further information regarding content and timing. All closed captioning must comply with FCC requirements (Section 504 of the Rehabilitation Act).
- vii. **\*Textless elements** (covering main and end credits, lower-thirds, forced narrative, and any subtitled dialogue) are required and shall be tied at the end of each master or delivered as separate files in the same resolution, aspect ratio and frame rate as the feature. Deliver for all versions (1080, 4K, 3D) as applicable.

#### **Suggested Master Build Specs**

The following should precede the Picture on all masters with continuous time code:

1. Ten (10) seconds of 75% SMPTE bars and 1k tone (on all channels at -20dBFS)
2. Five (5) seconds of black
3. Ten (10) second slate (see slate and labeling info below)
4. Five (5) seconds of black
5. Main Feature (first audio/video should appear at 1:00:00:00).
6. Five (5) seconds of black
7. Ten (10) second of Slate
8. Five (5) seconds of black
9. Feature Textless

Time code must be non-drop frame, continuous and without breaks. Feature textless may, alternatively, be delivered as a separate file.

#### **Audio Map**

Audio in feature and trailer files should be discrete (i.e. not interleaved) with proper stereo separation (where applicable) and mapped as follows:

**CH1:** 5.1 Left, **CH2:** 5.1 Right, **CH3:** 5.1 Center, **CH4:** 5.1 LFE, **CH5:** 5.1 Left Surround, **CH6:** 5.1 Right Surround, **CH7:** Stereo Composite English Left, **CH8:** Stereo Composite English Right, **CH9:** Stereo Music & Effects Left (fully-filled), **CH10:** Stereo Music & Effects Right (fully-filled). All tracks must be mono compatible so as not to cause cancellation when left and right audio tracks are mixed for monophonic playback.

#### **\*Quality Control (cannot be waived)**

All materials set forth herein shall be of first class technical quality and suitable for passing a quality control evaluation (QC) clearing them technically for both U.S. Broadcast *and* Tier 1 VOD Platforms (iTunes, Netflix, etc). All masters, submasters and conversion masters (including 3D and 4K versions, as applicable) *must* be delivered accompanied by a satisfactory 100% written QC report (checking video and all channels of audio) indicating that the element(s) is/are free of any artifacting, density shifts, over modulated or distorted audio, missing audio, corruption, black frames, missing frames, freeze frames, cadence errors, luminance or color anomalies, audio and video drops, digital hits, borders, improper framing, etc. Such report

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should originate from, and be certified by, a reputable lab or post facility that conducts QCs on a regular basis that is acceptable to Licensee. Consult the director of digital operations for a list of preferred and approved facilities. *A Record Report or Delivery Report is not considered a QC Report and will not pass as such. Should a satisfactory QC report not be delivered to Licensee, Producer or Licensor shall be liable for the full cost of all quality control evaluations ordered by Licensee, including any applicable rush, shipping, or further handling charges.*

#### **Slates and Labeling**

*All materials (including and especially hard drives) must be properly slated and labeled (unless specifically indicated otherwise). All labels and slates should contain (at a minimum) the title, running time, aspect ratio, frame rate, standard/version info, audio configuration, textless material location, name of laboratory, and date of creation. All materials with incomplete or inaccurate labels and/or slates will be returned for correction. If a hard drive needs to be returned, ensure it is accompanied with the return address and pre-paid label or courier account number. Delivery hard drives will be stored by Licensee free of charge for six (6) months after initial delivery. After that period they will be destroyed or recycled. Licensee has the right to recoup any shipping costs.*

#### **b. Disc Screening Copies**

- i. One fully authored (with no menus) SD DVD5 containing the feature, clear of any watermarks or property burn-in. Should be delivered as an image file (.iso or .img), not as a physical DVD.
- ii. \*One fully authored sales copy (with stereo audio and no menus) SD DVD5 containing the feature and trailer, with trailer at the head. This DVD5 should have a continuous watermark in the title-safe lower third of the frame with 50% transparency (ex: FOR SCREENING PURPOSES ONLY). Should be delivered as an image file (.iso or .img), not as a physical DVD.
- iii. One fully authored (with no menus) 1080 BluRay containing the feature, clear of any watermarks or burn-in. Deliver on BD-R disc.

#### **c. Audio Materials**

All audio materials should be uncompressed PCM, continuous (i.e. longplay; not split into reels) and no less than 48Khz, 16bit. AAC or AC3 audio may *not* be delivered. Audio files should be discrete, not interleaved.

- i. **\*5.1 Surround Mix**: Delivery of .WAV or .AIFF files of the highest sampling and bit rate available for 5.1 surround (L,R,C,LFE,Ls,Rs).
- ii. **\*Stereo Mix**: Delivery of .WAV or .AIFF files of the highest sampling and bit rate available for the stereo mix (L,R).
- iii. **\*5.1 Surround Music & Effects Tracks**: Delivery of .WAV or .AIFF files of the highest sampling and bit rate available for the fully-filled music and effects tracks (M&E) for 5.1 surround (L,R,C,LFE,Ls,Rs). The M&E tracks should contain any and all effects recorded originally in the dialogue track, fully recorded, equalized and in sync with the picture and should contain no discernible dialogue.
- iv. **\*Stereo Music & Effects Tracks**: Delivery of Stereo .WAV or .AIFF file(s) of the highest sampling and bit rate available for the fully-filled music and effects tracks. Tracks should contain any and all effects recorded originally in the dialogue track, fully recorded, equalized and in sync with the picture and should contain no discernible dialogue.
- v. **Stereo Dialogue/Music/Effects Tracks**: Delivery of .WAV or .AIFF files of the highest sampling and bit rate available for the fully-filled dialogue, music and effects tracks (DME) for Stereo (Lt/Rt or Lo/Ro). Should be 100% equalized in sync with the picture.

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- vi. 5.1 Surround Dialogue/Music/Effects Tracks: Delivery of .WAV or .AIFF files of the highest sampling and bit rate available for the fully-filled dialogue, music and effects tracks (DME) for 5.1 surround (L,R,C,LFE,Ls,Rs). Should be 100% equalized in sync with the picture.
- vii. Music Files: 48KHz .WAV or .AIFF files of the original, undipped music cues from the picture. This recording shall not be a copy of the music tracks, but rather the music as it was originally recorded (whether or not included in the final version of the picture).
- viii. Pro Tools Session Files: If available.

#### d. Trailers

One or more completed trailers of the Picture, as listed above. All trailer masters should be the final color-corrected version of the trailer and contain final mixed audio, fully-filled stereo and 5.1 M&E (either embedded in the file or delivered as separate discrete audio files), and recorded in the same format and aspect ratio as the Picture (e.g.: 16x9 (1.78) 1080/23.98p). Trailers should not have a “Coming Soon” card, contact info or any web addresses. A textless pass of the trailer should also be delivered as a separate mezzanine file. *Bars, Tone, Slate, 5.1 Audio, M&E and textless should not need to be included for the marketing version of the trailer.*

#### 2. DVD EXTRAS (if available)

Delivery of Quicktime ProRes 422 (HQ) files of all final DVD bonus materials, including but not limited to, interviews, commentary (as conformed .WAV or .AIFF file), and behind the scenes footage. All items supplied to Licensee should be fully cleared for use in all media, worldwide, in perpetuity.

#### 3. DOCUMENTATION

- a. \*Music cue sheets (for both trailer and feature) in digital format (such as PDF or MS Excel) as well as any applicable composer agreements, master use and synchronization licenses, and proof of payment for all fees mentioned therein. All composer agreements and licenses shall include language that prevents injunctive relief and shall preclude Licensor from terminating the license.
- b. \*Stock footage/clip cue sheets in digital format as well as any applicable licenses or agreements. If no stock footage was used, a statement to this effect is required.
- c. \*English Dialogue Continuity Script -or- English Combined Continuity, Dialogue and Spotting List. Should contain, at a minimum, character names and time code (hours, minutes & seconds, not feet+frames) and be suitable for dubbing and subtitling. Should also contain a listing of all on-screen text including lower-thirds as well as main and end credits. Deliver for feature, trailer, and extras.
- d. Final shooting script in PDF format.
- e. Lab List including all vendors used in the post-production of the title, including but not limited to the transfer house, visual effects company, sound house, dubbing facility, etc. This list should include the name, address, phone number, website, and person to be contacted at each of these facilities.
- f. Laboratory Access to all film, video and sound elements (executed). Only applies if tape or film elements exist.
- g. Access to any foreign language version soundtracks for the picture held by the Licensor or which Licensor has access to for the purpose of creating duplicates, at cost of copy.
- h. As rated/available, a clearly legible copy of the fully paid rating certificate issued by the Classification and Rating Administration of the Motion Picture Association of America (“MPAA”), evidencing a rating of not more restrictive than “R”.
- i. \*A statement indicating the correct copyright notice for the Picture to be included on all packing thereof.
- j. \*Copyright registration certificate, or proof of filing, evidencing registration of the script *and* of the entire motion picture with the U.S. Copyright Office. Proof of filing must include all of the following items: **1)** a PDF copy of the USCO application, **2)** the USCO packing slip indicating

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what media was sent for filing, **3)** proof of payment from USCO, and **4)** the courier shipping label for your media.

- k. A current (i.e., dated no earlier than thirty (30) days prior to the Delivery Date) UCC search report (indicating all parties or entities holding secured interests in each Picture and obtained from one of Licensee's pre-approved vendors) of Licensor from the state of its incorporation (or domicile if a person) and principal place of business. Each UCC Report must include copies of any referenced filings.
- l. A current (i.e., dated no earlier than thirty (30) days prior to the Delivery Date) copyright report issued by one of Licensee's pre-approved vendors.
- m. A current (i.e., dated no earlier than thirty (30) days prior to the Delivery Date) title report and opinion issued by one of Licensee's pre-approved vendors.
- n. Five (5) original notarized Certificates of Origin issued by an authorized agent in the country of origin (see provided template).
- o. \*Full chain-of-title: Clearly legible copies of all chain-of-title documents (as well as a certified and signed summary of this chain) evidencing Licensor's proper ownership and permitting the use of any and all literary, dramatic, musical and other material used in the production of each Picture or upon which each Picture and/or screenplay may be based, together with certificates of authorship and proof of payment (if available) in connection with the acquisition of the necessary rights in and to such material and the exercise of all options related thereto. This includes, but may not necessarily be limited to, copies of copyright registration (or proof of filing), any and all assignments, clip and music license agreements, agreements for the writer(s), com-poser(s), director(s), key talent and anyone else listed in the opening titles of the picture or credit block.
- p. \*Errors and Omissions Insurance coverage naming Lumexx, LLC and any direct or indirect parent, subsidiary and affiliates, and the successors, Licensees, assigns and customers of each of them, and the officers, directors, agents, attorneys and employees of each of them are added as additional insured, inclusive of Title, Music, and Clips. Coverage must be worldwide and include all media. The minimum coverage shall be Three Millions U.S. Dollars (\$3,000,000) for a single occurrence and Five Million U.S. Dollars (\$5,000,000) for aggregate claims with a deductible of no more than Twenty-Five Thousand U.S. Dollars (\$25,000) for a minimum term of Three (3) years from the respective delivery date.
- q. A signed statement setting forth any and all guilds which may be applicable to the Picture (i.e., SAG, WGA, DGA, IATSE, AFTRA, ACTRA, etc.). If none, then a signed statement to that effect.

#### **4. CREDIT ITEMS**

- a. \*Approved, final credit block in Word format containing copyright notice and placeholders for all logos.
- b. A complete typewritten English language statement of all third party screen and paid advertising credit, name and likeness, and other third party obligations, restrictions and approval rights [including, without limitation, all dubbing obligations (if any), director's editing rights, video mastering consultation or approval rights, etc.] for each individual and entity named in the billing block [with excerpts from each applicable third party agreement setting forth the precise extent and nature of such obligations, restrictions and/or approval rights], in the identical order as listed in the billing block.
- c. Final cast list as prepared by Producer's payroll company.

#### **5. PUBLICITY AND ADVERTISING MATERIALS**

- a. \*Synopses (1-page, 1-paragraph, and 1-liner) in MS Word format.
- b. Trade reviews and press articles in PDF format, as available (do not send web links).
- c. A statement summarizing publicity obligations and restrictions.



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- d. A minimum of 50 digital high-resolution select still images (300 dpi or higher) with a minimum resolution of 1920x1080. All delivered stills shall be deemed “approved” by Licensor/Producer and free of any restrictions related to their use.
- e. Layered Key art files in a digital format such as PSD.
- f. High-Res or vector graphic files of all logos to be included on all artwork and advertising.
- g. Press books and production notes as available.
- h. \*Metadata sheet (contactcontact@lumexxmedia.com for a template).

Any other “industry standard” delivery materials Licensee is required to deliver, by the terms of a contract with a third party, shall also be provided by Licensor within a reasonable amount of time. If those materials cannot be delivered by Licensor within a reasonable time frame, Licensor authorizes Licensee to create them at Licensor’s sole expense.