

## **THE BARBERTIME MEDIA NETWORK INC., VIDEO-ON-DEMAND LICENSE AGREEMENT**

This Video-On-Demand License Agreement (this "Agreement"), entered into as of the Effective Date (as defined below) by and between The BarberTime Media Network Inc., ("BarberTime") and Licensor (as defined below), sets forth the terms by which Licensor grants to BarberTime the right to exhibit and distribute certain video-on-demand content.

1. **Definitions.** (a) "BarberTime Entity" shall mean BarberTime and/or any entity controlling, controlled by, or under common control with BarberTime and/or BarberTime Corporation; (b) "Program(s)" shall mean the audiovisual assets provided by Licensor under this Agreement from time to time (including any Local Ads contained therein); (c) "Licensor" shall mean **Provider of content**, with an address of \_\_\_\_\_, and (d) "VOD" shall mean any technology that allows for the exhibition of video programming chosen by a subscriber for display on that subscriber's video display unit on an on-demand basis, such that a subscriber is able, at his or her discretion, to select the time for commencement of exhibition.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall continue through and including the date that is one (1) year from the Effective Date «[or upon the termination of the Sponsorship Agreement to which this Agreement is attached, whichever is earlier]» (the "Term"), unless earlier terminated pursuant to the terms set forth herein. Either party may terminate this Agreement with thirty (30) days' prior written notice in the event of a material breach of the other party's obligations, representations or warranties hereunder that is not cured within such thirty (30)-day period.

3. **Programs.** At all times during the Term, Licensor shall provide, at a minimum, the following Programs: «  
Number \_\_\_\_\_/Type of Programs \_\_\_\_\_/Refresh Rate \_\_\_\_\_».

4. **Grant of Rights.** Subject to the terms and conditions herein, Licensor hereby grants to BarberTime all rights, title and interests on a royalty-free basis (but not the obligation) necessary and/or appropriate to: (a) transmit, store, exhibit, distribute and otherwise make available the Programs to subscribers on an on-demand basis, including via VOD and/or via any BarberTime applications, websites and/or services during the Term of this Agreement, (b) digitize the Programs, encode the Programs with applicable digitally encoded non-video data attributes requested by BarberTime (including, without limitation, closed captioning, ratings information and program summaries), and (c) promote the availability and access of such Programs. Licensor hereby grants to BarberTime, and BarberTime accepts, the non-exclusive, royalty-free, worldwide license (but not the obligation) to use Licensor's and its licensors' marks, logos, trade names, service marks, and other designs (the "Licensor Marks") in connection with BarberTime's exhibition of, and promotion of the availability and access to, the Programs.

5. **Distribution and Exhibition.** Licensor will deliver the Programs at Licensor's sole cost and expense in a manner and format designated by BarberTime, together within any metadata, including, without limitation, closed captioning and video descriptions for the visually impaired, required by BarberTime and/or any applicable laws, rules, regulations and/or orders. BarberTime shall in its discretion determine (a) which Programs, if any, to make available and to which subscribers; (b) the categorization and placement of such Programs in applicable menus and user interfaces, and (c) whether to include, and the content and format of any, disclaimers before, during or after the Programs.

6. **Reports.** Upon request by Licensor, which shall be no more than once per calendar quarter, BarberTime shall report information regarding the use of the Programs which reports shall include the level of detail generally provided by BarberTime to other similarly-situated content providers providing similar content to BarberTime for distribution in a similar manner. All information included in any report shall be the property of BarberTime and shall be considered confidential information of BarberTime in accordance with the terms of Section 11 of this Agreement.

7. **Advertising, Promotion and Sponsorships (CONTENT AFFILIATES).** Except as expressly set forth in this Section 7, Licensor MAY include any advertisements, sponsorships or promotions in the Programs; provided that all Local Ads (i) must comply with BarberTime's Advertising Content Standards and Guidelines set forth at <http://barbertime.com/commercialads/> (or any future URL identified by BarberTime), (ii) may not be purchased by and/or promote any competitor of BarberTime (e.g., any other Barbershop advertising model businesses). If, for any reason, BarberTime determines in its sole discretion that a Local Ad(s) includes programming prohibited in this Section 7, BarberTime (i) will discontinue distribution of the applicable Program(s) and (ii) may elect to prohibit Licensor from including Local Ads in any Programs.



8. **Licensor Promotional Requirements.** Licensor is required to promote the scheduling of their approved BarberTime program/content by: (a) posting the pre-made BarberTime Content Provider promotional image along with your scheduled air times, on 2 of the Licensors top social media sites, at least (4x) per month through the duration of this Agreement; (b) posting the pre-made BarberTime Content Provider promotional image along with your scheduled air times, on the company websites, at least (1x) per month through the duration of this Agreement; (c) announcement of your scheduled air times, during any LIVE event or promotional broadcasting opportunities, (1x) per when and where available (if Licensor is a TV or Radio STATION then it must be mentioned (1x) per week), through the duration of this Agreement.

9. **No Fees.** The rights granted hereunder to BarberTime are being provided without charge by Licensor. There shall be no fee or charge to BarberTime by Licensor for transmission, distribution and/or exhibition of the Programs in connection with this Agreement. Licensor shall be responsible for any and all royalties and/or other fees, if any, payable to any applicable programming licensor(s) for content included in the Programs (including, without limitation, residuals, or other payments to guilds or unions, rights for music clearances, including but not limited to performance rights, synchronization rights, and mechanical rights, and all other fees, payments, or obligations arising out of the activities contemplated hereby). BarberTime shall have no responsibility or liability for any such royalties or fees, including any royalties or fees associated with distribution of the Programs in connection with this Agreement.

10. **Representations and Warranties.** Licensor hereby represents, warrants and covenants that: (a) the execution, delivery and performance of this Agreement and/or these terms and conditions has been duly authorized by all necessary company action on the part of Licensor and constitutes a valid and legally binding agreement of Licensor enforceable against Licensor in accordance with its terms and conditions; (b) Licensor has all rights and authority necessary to fully perform and grant the rights granted herein and all rights in and to the Programs and in and to all intellectual property included therein required for the exercise of rights granted herein without liability of any kind to any third party, and (c) the Programs and BarberTime's exercise of the rights granted hereunder shall not infringe or violate any third party rights or applicable laws, rules, regulations or orders. Licensor will promptly provide any certifications and supporting documentation requested by BarberTime regarding compliance with applicable laws, rules, regulations and orders. Without limiting any of Licensor's obligations in this Agreement (including, without limitation, Sections 9 and 10), Licensor hereby represents that, as of the Effective Date, Applicable Laws do not require the Programs to be closed captioned.

11. **Indemnification.** BarberTime and Licensor each agrees to hold the other party, its parent, subsidiary and affiliated companies and entities and their officers, directors, employees and agents harmless from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of any of its respective representations or obligations pursuant to this Agreement. Furthermore, and without limiting the foregoing, Licensor will indemnify, defend and hold harmless each BarberTime Entity and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of the content of the Programs (including, for clarity, the Local Ads) and/or the Licensor Marks, including but not limited to all advertising, sponsorship or promotional material included therein (if permitted hereby), except to the extent that such claims arise from insertions or deletions made by BarberTime to the Programs. The provisions of this paragraph shall survive any termination or expiration of this Agreement and/or these terms and conditions.

12. **Press Release; Confidentiality.** Neither party shall issue any press release regarding this Agreement or the business relationship of the parties as set forth herein except with the advance written consent of the other party. Neither party shall disclose to any third party any information with respect to the provisions and terms of this Agreement and/or these terms and conditions except to the extent necessary to comply with law or valid order of a court of competent jurisdiction (provided that, the disclosing party seeks confidential treatment of such information in connection with such compliance). The provisions of this paragraph shall survive any termination or expiration of this Agreement and/or these terms and conditions.

13. **NBCU Transaction.** Notwithstanding anything to the contrary in this Agreement, in connection with BarberTime's acquisition of a majority interest in NBC Universal (such acquisition, the "NBCU Transaction"), BarberTime hereby agrees not to enforce any portion(s) of the Agreement as and to the extent required by the Department of Justice's Final Judgment and the FCC's Order relating to the NBCU Transaction.



14. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all contemporaneous and prior understandings and communications between the parties, oral or written, relating to the subject matter hereof.

15. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, USA (without regard to its conflict of laws provisions) applicable to contracts entered into and fully performed therein. Notwithstanding any other provision of this Agreement to the contrary, the respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations, including the rules and regulations of the FCC, all as may be amended from time to time. Any disputes or claims relating to this Agreement shall be adjudicated in Boston, Massachusetts, USA. Licensor hereby submits to the jurisdiction of the federal and state courts in Philadelphia, Pennsylvania, USA and hereby agrees not to assert (a) that it is not personally subject to the jurisdiction of any such court, (b) that the proceeding is in an inconvenient forum, or (c) that the venue of the proceeding is improper.

16. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same instrument. Any signature delivered by facsimile or via email in .pdf form will be deemed an original signature for all purposes and will be binding on the signing party.

IN WITNESS WHEREOF, the undersigned have duly executed these Video on Demand Terms and Conditions as of this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**THE BARBERTIME MEDIA NETWORK INC.,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSOR**

« Full\_Legal Name \_\_\_\_\_ »

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

