

INTERNET FILM DISTRIBUTION AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, ____.

BETWEEN:

[NAME OF DISTRIBUTOR]
a _____ [insert state of Corporation] corporation
whose address for service is _____ [insert address]
(hereinafter "Distributor")

- and -

[NAME OF FILMMAKER]
an individual / a _____ corporation
whose address for service is _____ [insert address]
(hereinafter "Filmmaker")

WHEREAS Filmmaker has the exclusive right to distribute and otherwise exploit the short form entitled " _____ " (the "Film");

AND WHEREAS Distributor owns and operates a website with the URL " _____ ", and may establish other websites or other sites accessible via the Internet or other networks (any of which websites are hereinafter separately or collectively referred to herein as the "Website" or "Websites"), which offer short films and videos for streaming or downloading by Distributor's subscribers ("Customers") in exchange for a monthly fee;

AND WHEREAS Filmmaker agrees to grant Distributor a non-exclusive license to distribute the Film to its subscribers through the Website(s), all on the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Grant of License

Filmmaker hereby grants Distributor a non-exclusive, worldwide, perpetual license to exploit the Film, including without limitation:

- (a) the right to distribute the Film via Distributor's Website(s) for streaming and downloading over the Internet for personal, private, non-commercial use by Customers ("Internet Uses");
- (b) the right to distribute the Film in any and all formats including, but not limited to, theatrical, television, satellite, DVD, CD ROM, videotape and any other methodology now known or hereafter devised ("Non-Internet Uses");
- (c) the right to authorize Customers to copy the Film onto a DVD, videotape or other format for viewing on television, computer monitor or other personal, private, non-commercial use;
- (d) the right to use portions of the Film and the names, images, likenesses and voices of individuals appearing in the Film to promote and market both the Film and the Website(s);
- (e) to sub-license the rights granted herein, in whole or in part, to third parties to enable Distributor to exploit the Film in any manner that Distributor is authorized hereunder.

2. Delivery of the Film

Within ____ days following the execution of this Agreement, Filmmaker will deliver a copy of the Film to Distributor in the following format(s): _____.

3. Term

The term of this Agreement shall be for the full term of the copyright of the Film, so long as the copyright exists in any country in the world.

4. Allocation and Payment of License Fees

4.1 *Filmmaker Pool.* License fees payable to all filmmakers whose films and videos are offered through Distributor's Website(s) are allocated from the subscription fees paid by Distributor's Customers. Subscription fees for Internet Uses and revenues generated by Non-Internet Uses are pooled ("Filmmaker Pool") and allocated among the filmmakers: (i) with respect to the Internet Uses, in proportion to the number of times each particular film or video is streamed and/or downloaded, and (ii) with respect to the Non-Internet Uses, as a percentage of the revenues collected in connection with each particular film or video.

4.2 *License Fees for Internet Uses.* Distributor will calculate and pay the license fee due to Filmmaker for the Internet Uses each calendar quarter as follows:

- (a) The Filmmaker Pool for said calendar quarter will be determined by (i) calculating the total receipts from Internet Uses and Non-Internet Uses (less any refunds), (ii) deducting Distributor's distribution fee of _____ percent (____%), and (iii) deducting Distributor's costs of maintaining and hosting the Website(s). The remainder will make up the Filmmaker Pool for said calendar quarter.
- (b) Points will be assigned to the Film based on the number of times the Film is streamed or downloaded. ____ point(s) is assigned for streaming and ____ point(s) for downloading. No more than ____ point(s) will be assigned to any one film if such film is streamed and/or downloaded more than once by any one Customer during the calendar quarter. The Filmmaker Pool is allocated among all films offered on the Website(s) in proportion to the number of points assigned to each film.

4.3 *License Fees for Non-Internet Uses.* Distributor will pay Filmmaker the following percentages of revenues received for Non-Internet Uses:

- (a) _____ percent (____%) of the revenues received (less refunds) for licensing the Film directly to end users;
- (b) _____ percent (____%) of the revenues received (less refunds) for licensing the Film to third parties who sub-license to end users.

4.4 *Package Allocations.* If the Film is licensed together with other films as part of a package, Distributor shall use best efforts to allocate revenues, refunds and adjustments among all films in the package in a commercially reasonable manner.

THIS IS A 7-PAGE DOCUMENT.