**MEDIA RIGHTS AGREEMENT**

This Media Rights Agreement (referred to as the “**Agreement**”) is made as of [INSERT DATE] (the “**Effective Date**”), by and between [CONTENT OWNER COMPANY NAME], a [JURISDICTION OF INCORPORATION/FORMATION] [corporation/LLC/other entity type] with its principal place of business at [CONTENT OWNER ADDRESS] (the “**Content Owner**”), and [LICENSEE COMPANY NAME], a [JURISDICTION OF INCORPORATION/FORMATION] [corporation/LLC/other entity type] with its principal place of business at [LICENSEE ADDRESS] (the “**Licensee**”). The Content Owner and the Licensee are individually referred to as a “**Party**” and collectively as the “**Parties**”.

The Content Owner is the creator and owner of certain Media Content and has the right to exploit such content commercially.

The Licensee desires to obtain certain rights to use, distribute, and commercially exploit the Media Content for its business purposes.

The Parties wish to set forth the terms and conditions governing the grant of media rights from the Content Owner to the Licensee.

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **GRANT OF RIGHTS**
	1. Subject to the terms and conditions of this Agreement, the Content Owner hereby grants to the Licensee a non-exclusive, royalty-bearing (as set forth in Section 2), non-transferable, and revocable license to use, reproduce, modify, adapt, distribute, publicly display, transmit, and otherwise exploit the Media Content on the Authorized Platforms within the Territory for the duration of the Term (as defined below).
	2. For the purposes of this Agreement, “**Media Content**” means all audiovisual and digital content provided, created, or controlled by the Content Owner and subject to licensing hereunder, including without limitation films, television programs, web series, documentaries, audio recordings (such as music, podcasts, and audio books), and all visual assets including photographs, illustrations, graphics, and artwork, whether presented as standalone content or incorporated into composite works, as well as all ancillary and promotional materials such as trailers, teasers, synopses, metadata, subtitles, and captions, and any adaptations, modifications, or derivative works of such content, in any format or medium now known or hereafter developed; “**Authorized Platforms**” means any and all distribution channels, including broadcast, cable, satellite, digital streaming, online, mobile, and other media, through which the Licensee is permitted to exploit the Media Content pursuant to this Agreement; and “**Territory**” means [INSERT GEOGRAPHIC AREA, e.g., “the United States and its territories”] unless otherwise specified in Schedule 1.
	3. The Licensee may edit, adapt, or create derivative works of the Media Content, provided that such modifications do not misrepresent or materially alter the original content without the prior written approval of the Content Owner.
	4. The Licensee shall not remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in or on the Media Content. The Media Content shall be used solely in connection with the Licensee’s business as set forth in this Agreement.
2. **COMPENSATION**
	1. The Licensee shall pay an upfront, non-refundable License Fee in the amount of [AMOUNT] U.S. Dollars, due within [NUMBER] days from the Effective Date. This fee grants the Licensee the rights specified in Section 1 of this Agreement and is separate from any ongoing royalty obligations. For the purposes of this Agreement, “**License Fee**” means the initial, non-refundable payment made by the Licensee to the Content Owner in exchange for the rights granted under this Agreement to use, reproduce, distribute, display, and otherwise exploit the Media Content. This fee is separate from any ongoing royalty payments and is payable as specified in Schedule 2 of this Agreement.
	2. In addition to the License Fee, the Licensee shall pay royalties equal to [PERCENTAGE]% of the Net Revenue derived from the exploitation of the Media Content on the Authorized Platforms. For the purposes of this Agreement, “**Net Revenue**” shall mean the gross revenue received by the Licensee from such exploitation, less returns, refunds, chargebacks, and any applicable taxes, as further defined in Schedule 2.
	3. The Content Owner shall issue invoices to the Licensee on a [monthly/quarterly] basis. Each invoice shall detail the applicable License Fee (if any) and the royalties due. Payments shall be made in U.S. Dollars via [specify payment method, e.g., wire transfer, check] and are due within [NUMBER] days from the invoice date.
	4. The Content Owner shall have the right to audit the Licensee’s records relevant to the calculation of Net Revenue. Such audits shall be conducted during normal business hours upon at least [NUMBER] days’ written notice. If the audit reveals an underpayment, the Licensee shall remit the difference, together with interest at a rate of [PERCENTAGE]% per month or the maximum rate permitted by law, whichever is lower, within [NUMBER] days of the audit report.
	5. In the event that market conditions or Net Revenue calculations change significantly, the Parties may, by mutual written agreement, adjust the royalty percentage or payment structure. Any such adjustments shall be documented as an amendment to this Agreement.
	6. Any payment not received by the due date shall accrue interest at [PERCENTAGE]% per annum until fully paid.
	7. At the end of each fiscal quarter, the Parties shall review the royalty calculations and payment history. Any discrepancies identified shall be resolved by adjusting the subsequent payment, with the Party responsible for any shortfall remitting the outstanding amount within [NUMBER] days following reconciliation.
3. **DELIVERY AND QUALITY**
	1. The Content Owner shall deliver the Media Content in a format specified in Schedule 1. Delivery shall occur on or before [SPECIFY DATE OR EVENT], and the Media Content shall be deemed accepted by the Licensee unless rejected in writing within [NUMBER] days of delivery.
	2. The Licensee shall have the right to inspect the Media Content upon delivery. Should the Media Content fail to meet the specifications outlined in Schedule 1, the Licensee shall notify the Content Owner, who shall promptly correct any deficiencies at no additional cost.
4. **DIGITAL RIGHTS MANAGEMENT AND ANTI-PIRACY**
	1. The Licensee shall implement and maintain industry-standard digital rights management (DRM) measures to protect the Media Content from unauthorized copying, distribution, and piracy across all Authorized Platforms. The Licensee agrees to promptly notify the Content Owner of any unauthorized use or breach involving the Media Content and to cooperate fully in any investigation or remedial actions.
	2. The Content Owner reserves the right to periodically audit the Licensee’s DRM measures and anti-piracy efforts, and the Licensee shall provide any requested evidence of such efforts. In the event of unauthorized distribution or piracy, the Licensee shall take immediate remedial action, including notifying the relevant authorities, and shall be liable for any damages arising from such breaches.
5. **USAGE REPORTING AND MONITORING**
	1. The Licensee shall provide the Content Owner with periodic written reports detailing the use of the Media Content on all Authorized Platforms, including metrics such as viewership, revenue, and other relevant performance data. Such reports shall be submitted at least quarterly or as otherwise agreed in writing between the Parties.
	2. The Licensee agrees to grant the Content Owner reasonable access to all records and data related to the exploitation of the Media Content for verification purposes. Should any discrepancies be identified, the Licensee shall promptly reconcile any underpayments or overcharges within [NUMBER] days of notification.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. The Content Owner retains all rights, title, and interest in and to the Media Content, including all related Intellectual Property Rights. For the purposes of this Agreement, “**Intellectual Property Rights**” means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
	2. The Content Owner grants the Licensee a limited, non-exclusive license to use its trademarks and logos solely for marketing and promoting the Media Content on Authorized Platforms.
	3. The Content Owner shall indemnify, defend, and hold harmless the Licensee and its affiliates, officers, directors, employees, and agents (the “**Indemnified Parties**”) from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or relating to any claim that the Media Content, or the Licensee’s use thereof as permitted herein, infringes or misappropriates any Intellectual Property Rights of any third party. The Licensee shall notify the Content Owner promptly in writing of any such claim, and the Content Owner shall control the defense and settlement thereof, provided that the Licensee may participate in the defense at its own expense. This indemnification obligation shall survive termination of this Agreement.
7. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of the Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
8. **REPRESENTATIONS AND WARRANTIES**
	1. Each Party represents and warrants that:
		1. it has the full legal right, power, and authority to enter into this Agreement;
		2. the execution and delivery of this Agreement have been duly authorized by all necessary corporate actions;
		3. this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms; and
		4. it has not relied on any representation or warranty not expressly set forth in this Agreement.
9. **LIMITATION OF LIABILITY**
	1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OR THE THEORY OF LIABILITY.
	2. EXCEPT FOR THE INDEMNITY OBLIGATIONS OUTLINED IN THIS AGREEMENT, EACH PARTY’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO THE CONTENT OWNER BY THE LICENSEE IN THE SIX (6) MONTHS PRECEDING THE CLAIM.
10. **TERM**

This Agreement shall commence on the Effective Date and shall continue in effect for an initial term of [NUMBER] years (the “**Term**”), unless terminated earlier in accordance with Section 11.

1. **TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice to the other Party.
	3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
		1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Hawaii, without regard to any conflict of laws principles. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of Hawaii, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **AMENDMENTS**

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, negotiations, and communications, whether written or oral.

1. **SEVERABILITY**

If any provision of this Agreement is deemed invalid, illegal, or unenforceable, such provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all its assets.

1. **NO WAIVER**

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach. A waiver must be in writing and signed by the waiving Party.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered electronically or by facsimile shall be deemed valid and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[CONTENT OWNER COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[LICENSEE COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**MEDIA CONTENT**

[INSERT DESCRIPTION OF MEDIA CONTENT, FORMAT, SPECIFICATIONS, ETC AND TERRITORY IF NECESSARY]

**SCHEDULE 2**

**LICENSE FEE AND ROYALTY**

[INSERT DETAILS ON UPFRONT FEES, ROYALTY RATES, PAYMENT SCHEDULE, ETC.]