

End User License Agreement

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ROKU.

1. Overview.

1.1. This agreement governs your use of the Emulator.

1.2. Capitalized terms have the meanings given in Section 3, or, if not defined there, where they are first defined.

1.3. The Emulator is a virtual device emulation suite that provides access to a sandbox environment where you can develop, test and validate Your Application before distributing it on the Roku Platform or Devices. The Emulator does not include software development tools used to develop Your Application, such as the Roku-provided software development kit (“**SDK**”). The Roku SDK is provided under a separate written agreement with Roku.

1.4. You must have an active Roku Developer Partner account to use the Emulator.

1.5. This agreement does not grant you any rights to distribute Applications on Roku’s Devices or Platform. This agreement does not obligate Roku to distribute Applications on the Platform or Devices. To distribute Applications on the Platform you must enter into a separate written distribution agreement with Roku.

2. Accepting this agreement.

2.1. You accept this agreement by taking any step that Roku provides to show that you agree, such as clicking to accept it or accessing or using the Emulator.

2.2. If you accept this agreement on behalf of an entity, you represent and warrant that you have authority to bind that entity to this agreement.

3. Definitions.

3.1. **Application:** a software program (including updates) developed via or in connection with the Emulator, including all content, materials, and services made available via that software. “Your Application” includes all of your Applications, individually and collectively.

3.2. **AWS:** Amazon Web Services, Inc.

3.3. **Emulator:** a device emulation suite made available to you pursuant to this agreement to provide a sandbox environment where you may develop, test and validate Applications for use on a Device or distribution on the Platform.

3.4. **Device:** any device running the Roku OS.

3.5. Fees: any fee or charge payable by you to Roku for access to and use of the Emulator.

3.6. Law or Laws: all applicable laws, rules, regulations, orders, binding codes of practice, and other requirements of governmental agencies.

3.7. Platform: the software and services Roku uses to distribute Applications, content, and other digital materials to end users. Roku may update or change the Platform.

3.8. Roku: Roku, Inc., a Delaware corporation, and, as the context requires, its affiliates worldwide, including Roku Australia Pty Ltd for rights and obligations in Australia, and their respective successors and assigns.

3.9. You, you or your: the person, company, or other entity that is entering into this agreement.

3.10. Your Data: any data, content or information, including without limitation Your Application, that is submitted by or for you to the Emulator, including device snapshots. Your Data does not include Your Personal Data.

3.11. Your Personal Data: data reasonably or directly linked to authorized users of your Roku Developer Partner account, such as name, username, contact information, usage information, login information, and/or device ID.

4. License Grant.

4.1. Subject to the terms of this agreement, Roku grants you a personal, limited, fully revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, royalty-free license during the term of this agreement to access and use the Emulator to develop, test and validate one or more Applications for use on a Device or distribution on the Platform, and for no other purpose. For clarity, the foregoing license does not allow you to provide access and use of your Applications on the Emulator to third parties.

4.2. You grant to Roku and applicable contractors a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, royalty-free license during the term of this agreement to host, copy, use, transmit, and display Your Data, Your Personal Data, Your Application, each as necessary solely for Roku and applicable contractors to provide and ensure proper operation of, the Emulator and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, Roku acquires no right, title or interest from You under this Agreement in or to Your Data.

4.3. You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Emulator. You must retain and reproduce in full the Roku copyright, disclaimers, and other proprietary notices, if any, exactly as they appear on any documentation or sample code provided by Roku, on all copies of the documentation and sample code, whether or not modified, that you are permitted to make under this agreement.

4.4. Roku has no obligation to provide you with support, updates, enhancements, or modifications for the Emulator. At its sole option and discretion, Roku may provide support, including software updates for the Emulator. Providing these discretionary services creates no continuing obligation for Roku.

4.5. Any open-source software included in the Emulator is not licensed under this agreement but instead is licensed under the applicable open-source licenses.

4.6. You will not distribute, sell, resell, deploy, publicly display or perform, sublicense, lease, rent, loan, give, assign, or transfer to or provide third parties access to the Emulator, including without limitation in a service bureau or outsourcing offering, or use the Emulator permit access to any Applications by anyone other than you. Any of these rights, if granted, will be the subject of a separate written agreement between the parties.

4.7. The license granted by this agreement and your use of the Emulator is subject to your timely payment of all Fees. Roku will invoice you for the Fees applicable to your use of the Emulator (an “**Invoice**”). You agree to pay any Invoice within thirty days of receipt, or as may be agreed upon in writing between you and Roku. If you have purchased use of the Emulator via the AWS Marketplace or any other third-party marketplace or provider, you agree to abide by the terms applicable to the payment of Invoices present in your order.

5. Reservation of Rights. Roku reserves all rights not expressly granted to you in this agreement. Roku grants you no other licenses or rights, expressly or by implication, estoppel, exhaustion, or otherwise.

6. Ownership.

6.1. As between Roku and you, Roku owns, and will continue to own, all right, title, and interest in and to the Emulator.

6.2. Roku may exercise all rights in any feedback you directly or indirectly provide about the Emulator, without restriction or compensation.

7. Modifications to the Emulator. Roku may change or discontinue the availability of any part or all of the Emulator at any time without notice. You are solely responsible for ensuring that your Applications function properly after any change or discontinuation. Future versions of the Emulator may be incompatible with Applications developed in connection with previous versions of the Emulator.

8. Your use of the Emulator.

8.1. You must comply with all Laws in your use of the Emulator and in the development of your Application.

8.2. You must comply with all notices, instructions, and requirements in any documentation that Roku provides in connection with the Emulator.

8.3. You must not engage in any activity using or related to the Emulator, including the development of your Application, that infringes, violates, or misappropriates the rights of Roku or any third party.

8.4. You will not (i) modify, copy, or create derivative works of or from the Emulator; (ii) reverse engineer, reverse compile, decompile, disassemble, or in any way appropriate the trade secrets or the proprietary content of the Emulator, Platform, or Devices; (iii) use the Emulator to store or transmit

infringing, libelous, or otherwise unlawful or tortious material, or to store; (iv) store or transmit any data in violation of this agreement; (v) store or transmit material in violation of third-party privacy rights; or (vi) use the Emulator to store or transmit viruses, malware, or other malicious code (“Malicious Code”) or create Applications that contain Malicious Code. You further agree that you will use industry-standard mechanisms to detect and delete Malicious Code in your Applications.

8.5. You must not incorporate, combine, or use any portion of the Emulator with software that requires, as a condition of use, modification, or distribution of that software, that your Applications or the Emulator be:

- (a) disclosed or distributed in source code form;
- (b) licensed for the purpose of making derivative works; or
- (c) redistributable free of charge.

8.6. You will not engage in any activity with the Emulator that interferes with, disrupts, damages, or accesses without authorization the servers, networks, or other properties or services of Roku or any third party, or the Platform or Devices.

8.7. You must not create Applications that: (a) download or install executable code; (b) enable search functionalities across other Applications; or (c) enable the installation of other Applications.

8.8. You must not use the Emulator to create a digital storefront of applications.

8.9. You are solely responsible for all costs and expenses incurred by you or on your behalf for your use of the Emulator and your development, testing, and use of your Applications, including:

- (a) development costs;
- (b) hardware, software, or services costs; or
- (c) costs associated with the acquisition, creation, transmission, and display of content or services, such as royalties, public performance licenses and fees, music synchronization and master license fees, and guild fees and residuals. Roku will have no responsibility for these costs or expenses.

8.10. You are solely responsible for (i) the accuracy quality, legality of and the means by which you acquire Your Data and Your Personal Data; (ii) the security of your Application, and for any consequences arising from your Applications’ lack of security, including any loss or damage that Roku or any third party may suffer; (iii) implementing reasonable security measures to secure the user names, passwords, tokens and other account credentials used by you to access and use the Emulator (“**Access Credentials**”); (v) all use of the Emulator by You and any individuals to whom you provide access; (vi) for notifying Roku promptly of any unauthorized access to or use of your account or Access Credentials; and (vii) maintaining backup copies of your Application and Your Data and Your Personal Data.

8.11. Any collection, use, or disclosure of data relating to your Applications by you, or your affiliates, contractors, agents, or advertising partners, or providers of plug-ins that you have enabled in your

Applications, will comply with the Roku Distribution Agreement (or your agreement with Roku to distribute the Applications on the Platform) and the Roku Data Guidelines, each as in effect from time to time.

8.12. If you receive notice, including from Roku, that your Application or Your Data may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, you will promptly do so. If you do not take required action in accordance with the above, Roku may suspend your access to the Emulator and/or remove or disable the relevant Application and/or relevant portions of Your Data until the potential violation is resolved. If requested by Roku, you shall confirm deletion and discontinuance of use of such Application and/or relevant portion of Your Data in writing and Roku shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

8.13. Roku uses infrastructure provided by AWS to host or process Your Data. Information about the infrastructure provided by AWS and the security and privacy-related audits and certifications received by AWS, including information on ISO 27001 certification and SOC reports, is available from the AWS Security Website (<https://aws.amazon.com/security>) and the AWS Compliance Web (<https://aws.amazon.com/compliance>) websites. You are responsible for making an independent determination as to whether these technical and organizational measures provide a level of security appropriate to the risk with respect to Your Data.

8.14. Roku may collect and retain personal data provided by you in connection with your Roku Developer Partner account and any personal data generated through your use of the Emulator, including Your Personal Data, for Roku to facilitate your use of or provide access to the Emulator. Notwithstanding any other provisions of this agreement, you may not upload or transmit any information that relates to an identified or living person who can be identified, directly or indirectly into the Emulator when developing Applications.

8.14.1. Roku will retain Your Data and Your Personal Data: (i) for as long as necessary to fulfill its obligations herein, including enabling your access to and use of the Emulator; (ii) for usage logs, a period of 30 days; (iii) or for as long as necessary for Roku to fulfill our obligations under Law, whichever time period is longer. After the applicable time period or upon your written request, and except as set forth in Section 8.14.2, Roku will delete Your Data within 30 days unless Roku is required to retain Your Data or any part thereof by applicable regulation or Law.

8.14.2. Any snapshots generated through your use of the Emulator shall be made unavailable if you do not utilize that snapshot for a 6-month period.

9. Changes to this agreement.

9.1. Roku may update this agreement and will notify you of any material changes. Each new version supersedes all prior versions.

9.2. Unless Roku specifies otherwise, material changes take effect 15 days after Roku's notice. Non-material changes take effect immediately. Roku may make changes immediately when necessary to add features or address urgent issues such as legal compliance, security, or preventing harm, fraud, or abuse.

9.3. If any change is unacceptable to you, your sole remedy is to stop using the Emulator. Using the products and services under this agreement after the change takes effect means you accept the modified terms.

10. Terminating this agreement.

10.1. This agreement applies while and for so long as you use the Emulator, unless terminated by Roku.

10.2. Roku may terminate this agreement at any time on notice with immediate effect or, if applicable, on providing the prior written notice required by Law, if:

(a) you breach (or repeatedly breach) any provision of this agreement;

(b) Roku is required to do so by Law; or

(c) you, your Application, or your other materials create potential liability for, or may harm the Platform, end users, Roku, or its licensees, contractors, or agents (for example, if your Application or content has an adverse economic, reputational, or security-related impact). Roku also may terminate this agreement with you for convenience on written notice with immediate effect or, if applicable, on providing the prior written notice required by Law.

10.3. Roku may restrict, suspend, or disable your access to all or part of the Emulator at any time, with or without notice, if Roku reasonably believes it is necessary or justified.

10.4. On termination of the license granted under this agreement by Roku, or on your ceasing to use the Emulator, all rights and licenses granted under this agreement will immediately terminate. The following provisions of this agreement will survive termination: Sections 6, 7, 8, and 10 through 16. Termination of this agreement or the license granted herein shall not terminate your Roku Developer Partner account.

11. Your Representations and Warranties. You represent and warrant that: (a) you and your authorized representative have all right, power, and authority to enter into this agreement; (b) you have obtained all necessary rights, licenses, and approvals to perform your covenants and agreements under this agreement; (c) you will not act in any manner that conflicts or interferes with any existing commitment or obligation you may have; (d) no agreement previously entered into by you will interfere with your performance of your obligations under this agreement; (e) you are liable for the use or misuse of the Emulator by any person to whom you give access, and for their compliance (by act or omission) with the terms of this agreement; and (f) you must inform each such person of the terms of this agreement to ensure their compliance with it.

12. ROKU'S DISCLAIMER OF WARRANTIES. THE EMULATOR IS PROVIDED "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND. YOUR USE OF THE EMULATOR, AND ANY MATERIAL OBTAINED THROUGH USE OF THE EMULATOR, IS AT YOUR SOLE RISK AND EXPENSE, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT RESULT FROM SUCH USE, INCLUDING DAMAGE TO COMPUTER SYSTEMS OR OTHER DEVICES, OR LOSS OF DATA. ROKU EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A

PARTICULAR PURPOSE, SECURITY, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A PARTY OR THAT PARTY'S AUTHORIZED REPRESENTATIVES OR AFFILIATES WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THIS DISCLAIMER APPLIES EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. ROKU'S EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY. ROKU WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY DAMAGES WHATSOEVER (INCLUDING DIRECT DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, AND INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS DISRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES)), NO MATTER HOW SUCH DAMAGES MAY HAVE BEEN CAUSED, AND EVEN IF ROKU (OR ITS SUBCONTRACTORS OR REPRESENTATIVES) HAS BEEN MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT THE LAW ALLOWS, BUT WILL NOT EXCLUDE ANY DAMAGES OR LIMIT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

14. Indemnification.

14.1. To the fullest extent permitted by Law, you agree to defend or settle any demand, action, suit, or proceeding brought by any third party ("**Action**") against Roku or its successors and assigns, and the past and present directors, officers, employees, contractors, and agents of each of the foregoing (each a "**Roku Indemnified Party**") and to indemnify and hold harmless the Roku Indemnified Parties from and against all losses, liabilities, damages, fines, expenses, and costs (including reasonable attorneys' fees, disbursements, and court and administrative costs) resulting from the Action to the extent the Action is based on a claim:

(a) arising from your breach of this agreement or of any certification, covenant, representation, or warranty made by you under this agreement;

(b) that Your Data or your Applications (including the features, services, or functionalities accessed via your Applications) infringe any third-party intellectual property or privacy rights

(c) that Your Data, your Applications or your use of the Emulator (including the features, services, or functionalities accessed via your Applications) violate applicable law;

(c) that Your Data, your Applications or your use of the Emulator enable piracy of content, circumvention of rights management, privacy or security controls, bypassing of a subscription or fee-based access requirement, violation of terms of service, hacking/cracking, or other illegal or disruptive activities on any Device;

(d) arising from your receipt, collection, storage, use, or disclosure of information about users; or

(e) otherwise related to your use of the Emulator, your Applications, or development of your Applications.

14.2. If any Roku Indemnified Party is entitled to indemnification under Section 14.1, it will give you prompt written notice of the applicable Action (but any delay in notification will not relieve you of your obligations under this agreement except to the extent the delay actually impairs your ability to defend) and cooperate reasonably with you, at your expense, in the defense and settlement of the Action. You will, at your own expense, have sole control of the defense or settlement of the Action. However, in settling any Action, you must not make any admission on behalf of any Roku Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by, or imposing any obligation on, a Roku Indemnified Party without the prior written approval from the Roku Indemnified Party in its sole discretion. The Roku Indemnified Party will have the right to participate fully, at its own expense and with counsel of its own choosing, in the defense of any Action.

15. No Publicity. You will not issue any press release or public communication concerning the subject matter of this Agreement, or otherwise publicly announce your use of the Emulator or your development of Applications, without the prior written approval of Roku, as to both content and timing, in Roku's sole discretion. Any request for approval of a press release or other public announcement must be made to pr@roku.com, no less than 5 business days prior to the proposed release date, and Roku's approval, if granted, must be received in writing prior to the release.

16. General Legal Terms.

16.1. Assignment. You may not transfer or assign, in whole or in part, this agreement, or any rights, duties, obligations, or liabilities under this agreement, whether by contract, operation of law, or otherwise, without Roku's prior written approval. If you experience a change of majority ownership or other change of control, you must give written notice to Roku within 30 days after the effective date of the change of ownership or control. Any purported assignment or transfer by you that violates this Section will be void. Roku may assign, transfer, or delegate all or any of its rights, duties, obligations, or liabilities under this agreement, and Roku may transfer or assign this agreement, in each case, whether by contract, operation of law, or otherwise, without your prior written approval.

16.2. Relationship of Parties. This agreement does not create any agency relationship, partnership, joint venture, fiduciary duty, or any other form of legal association between you and Roku, and neither you nor Roku will represent the contrary, whether expressly, by implication, appearance, or otherwise. This agreement is not for the benefit of any third parties, other than the Roku Indemnified Parties under Section 14 above.

16.3. Remedies Cumulative. All rights and remedies provided in this agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

16.4. Notices.

16.4.1. All notices relating to this agreement will be in writing.

16.4.2. Roku may provide notices relating to this agreement to you: (a) by email or (b) by updating the relevant terms of this agreement. You consent to receive notices relating to this agreement as described in the preceding sentence and agree that these notices satisfy any legal communication requirements. Notices provided via email will be deemed given to you by Roku when sent. Notices

provided by updating this agreement will be deemed given to you by Roku when such updates are made available by Roku.

16.4.3. Roku may also send notices to you relating to this agreement via personal delivery, overnight carrier, or mail. These notices will be deemed given: (a) when delivered personally; (b) 3 business days after having been sent by commercial overnight carrier with written proof of delivery; and (c) 5 business days after having been sent by first class, certified, or priority mail, with proof of mailing, postage prepaid, to you at the address provided by you to Roku, if any.

16.4.4. All notices to Roku relating to this agreement will be sent to Roku at the following address:

Attention: General Counsel
Roku Shipping & Receiving
1701 Junction Court, Suite 100

Roku may update this address from time to time. These notices will be deemed given: (a) when delivered personally; (b) 3 business days after having been sent by commercial overnight carrier with written proof of delivery; and (c) 5 business days after having been sent by first class, certified, or priority mail, with proof of mailing, postage prepaid.

16.5. Severability. If any provision of this agreement is or becomes void or unenforceable, this will not affect the validity or enforceability of any other provision of this agreement.

16.6. Waiver and Construction. Roku does not waive any right under this agreement by failing to enforce, or by delaying enforcement of, that right or a different right. Headings are for convenience only and do not affect interpretation of this agreement.

16.7. Dispute Resolution; Governing Law. Any claim or dispute between you and Roku arising out of or relating to this agreement, or your relationship with Roku arising under this agreement, will be resolved in the US District Court for the Northern District of California unless that court lacks jurisdiction, in which case in a state court in Santa Clara County, California. You and Roku consent to the personal jurisdiction of, and exclusive venue in, those courts. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws rules. Despite the above, Roku may still seek injunctive or other equitable relief in any court of competent jurisdiction.

16.8. Entire Agreement. This agreement constitutes the entire agreement between you and Roku with respect to the subject matter covered by this agreement. This agreement supersedes all other agreements and understandings between you and Roku concerning the same subject matter. Except as expressly permitted by this agreement, no amendment or modification to this agreement will be binding unless both parties sign it. If a conflict arises between, on the one hand, this agreement, and on the other hand, the Roku Distribution Agreement (or your agreement with Roku to distribute the Applications on the Platform), the Roku Distribution Agreement (or your agreement with Roku to distribute the Applications on the Platform, as applicable) will control.

16.9. Language. The parties acknowledge that they have expressly required that this agreement and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

16.10. Confidentiality. “**Confidential Information**” means the terms of your relationship with Roku, and all non-public technology, data, summaries, reports, or information of all kinds, whether oral or written, acquired, devised, or developed in any manner from your relationship with Roku, that is either identified as confidential or proprietary or, given the nature of the information or the circumstances of disclosure, reasonably should be considered confidential or proprietary. You and your employees and agents must use Confidential Information only to exercise your rights and fulfill your obligations under this agreement, must maintain confidentiality, must not disclose it to any third party without Roku’s prior written consent, and must protect Confidential Information with a reasonable degree of care and in compliance with Law. These obligations do not apply to the extent you can reasonably demonstrate that the information: (a) is or becomes publicly known and generally available without breach of this agreement; (b) can be shown by documentation to have been known to you at the time of your receipt from Roku; (c) is received from a third party who did not acquire or disclose it by a wrongful or tortious act; (d) can be shown by documentation to have been independently developed by you without reference to Confidential Information; or (e) is required to be disclosed by law, if you give Roku reasonable prior notice (to the extent legally permitted), cooperate with any effort by Roku to obtain a protective order, and limit the disclosure to what is legally required.

16.11. Subcontractors. Each party may engage consultants, subcontractors, third-party service providers, or agents in that party’s exercise of its rights and obligations under this agreement. However, each party is liable for any noncompliance with the terms of this agreement by any of its consultants, subcontractors, third-party service providers, or agents and must ensure that they protect Confidential Information as this agreement requires.