

The National Association of the Deaf (“NAD”) and Vudu, Inc. (“Vudu”), being committed to making video content accessible to individuals who are deaf and hard of hearing, enter into this Agreement (“Agreement”) regarding the provision of closed captioning for programming content displayed by Vudu’s Video on Demand Service.

1. Definitions

The following definitions apply to this Agreement:

- a) “Closed Captions” and “Closed Captioning” mean, for English-language-based video programming, the visual display of the audio portion of video programming that (i) is consistent with the DCMP-certified captioning house industry standards for completeness, accuracy, timing; (ii) complies with any finalized and applicable closed-captioning regulations upon their effective date; and (iii) describes the audio content of programming such as, for example, speaker identification, sound effects, and music description.
- b) “Content” means full-length video programming that is available for purchase or rental through Vudu and is streamed using Internet protocol.
- c) “Subtitles” means English subtitles, consistent with industry standard, that are used solely for non-English language-based video programming.

2. Current Listed Content

All listed Content has either Closed Captions or Subtitles as of the date of this Agreement.

3. Newly-Acquired Content With Closed Captioning

Except as provided in Section 4 below, after the signing of this Agreement, Vudu will make newly-acquired Content available with Closed Captioning upon listing.

4. Subtitled Content

Notwithstanding any of the foregoing provisions, after this Agreement is signed, where a video programming owner provides Vudu with non-English-language-based content containing English language subtitles, Vudu may use that version in lieu of Closed Captioning as long as Vudu has used diligent efforts to obtain Closed Captions or subtitles that describe the audio content of programming such as speaker identification, sound effects and music description. Subtitles cannot be used for programming required to be captioned under the Communications and Video Accessibility Act or when Closed Captions or Subtitles for the Deaf and Hard of Hearing are available.

5. Customer Service Materials

Effective within 45 days of the date this agreement is signed, Vudu will provide customer service representatives with documentation and training regarding handling questions about

captioning issues. Vudu agrees to consider NAD's proposals with respect to documentation and training issues.

6. Content Page Descriptions

As of the date of this Agreement, the movie or TV detail page on Vudu.com for each Content title will state whether the title is available with Closed Captioning or with Subtitles. A software update might be necessary before this information can be passed through to the end user. Vudu will include any such software update as part of the next scheduled update it makes to each of the various manufacturers whose devices are used by consumers to access Content.

7. Expiration

This agreement will expire May 31, 2018.

8. Reporting

On February 28, 2015, and thereafter every six months beginning on May 31, 2015, and ending on May 31, 2018, Vudu will provide a confidential written report to NAD regarding its satisfaction of its obligations under Section 3. NAD and Vudu have agreed on the form of the reports before signing. NAD may request reasonable supplementation of the report within 30 days of its receipt of Vudu's report insofar as the report lacks information contemplated by the agreed-upon form of the report, and an opportunity to meet and confer about each report. NAD shall treat the reports and their content as confidential, and may not use them for any purpose other than in relation to this Agreement.

9. Communications and Video Accessibility Act

Nothing in the Agreement affects Vudu's legal obligations under the Communications and Video Accessibility Act.

10. Dispute Resolution

- a) NAD and Vudu shall meet and confer in good faith to resolve any dispute relating to the interpretation or implementation of this Agreement before filing any legal action for breach of the Agreement.
- b) If circumstances beyond Vudu's control make it impracticable or financially onerous to meet any of its obligations under the Agreement, NAD and Vudu will discuss those issues in good faith before any legal action is filed.

12. Release

Upon signing this Agreement, NAD hereby releases and forever discharges Vudu, and each of its respective past, present, and future employees; its parent, subsidiary, predecessor, and affiliate corporations or other business entities; and its past, present, and future shareholders, officers, directors, employees, agents, heirs, personal representatives, attorneys, and assigns from any and all claims, counterclaims, remedies, liabilities, debts, demands, costs, expenses, attorneys' fees, set-offs, and third-party actions of any kind or nature whatsoever, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which they ever had, now have, or claim to have had, concerning the provision of Closed Captions on its streamed content to individuals who are deaf or hard of hearing occurring up until the effective date of this Agreement against any entities or persons identified in this paragraph. NAD represents that it is unaware of any potential claims against Vudu based on disability access laws and regulations that do not concern the provision of Closed Captions on its streamed content to individuals who are deaf or hard of hearing.

NAD and Vudu agree that this Agreement applies to all unknown and unanticipated claims, damages, and expenses as of the date of execution of this Agreement, and they waive any rights that they might have under Section 1542 of the California Civil Code. NAD acknowledges having been informed by an attorney of the provisions of Section 1542 of the Civil Code of the State of California, and hereby expressly waives and relinquishes all rights and benefits that it may have under that Section or similar laws from other states, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In that connection, NAD realizes and acknowledges that it may have sustained injury or losses within the scope of the releases, set forth above, that (or the severity and amount of which) are not now anticipated. Nevertheless, NAD acknowledges that this Agreement has been negotiated and agreed upon in light of this realization and, being fully aware of this situation, they nevertheless intend to release, acquit, and forever discharge the parties released from any and all such unknown claims, including damages which are unknown or unanticipated, relating to the released claims, occurring up until the effective date of this Agreement.

In addition, for the term of this Agreement, NAD agrees not to assert, and further agrees not to aid or assist anyone else in asserting, any claim against Vudu concerning the provision of Closed Captions on streamed content, unless, and only to the extent that, NAD notifies Vudu of an alleged breach of the Agreement and the parties are unable to resolve the issue after engaging in the Dispute Resolution procedure under Section 10.

13. Confidentiality

Section 11 of this Agreement shall be confidential. No other portion of this Agreement need be treated as confidential.

14. Publicity

NAD and Vudu shall cooperate and coordinate with each other and agree, prior to publication, on an initial press release. No public statements by either party or its counsel at any time after the initial press release regarding the Agreement or its subject matter shall be inconsistent with the spirit and content of the agreed-upon initial press release.

15. Miscellaneous

a. Enforcement

Failure by either NAD or Vudu to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

NAD and Vudu and no one else shall have standing to seek enforcement of this Agreement.

b. Binding Effect

This Agreement is final and binding on NAD and Vudu, including their principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, and assigns.

c. Integration

This Agreement embodies in full the terms of the agreement and understanding between NAD and Vudu related to the subject matter of this Agreement.

d. Notices

Notices under this Agreement shall be effective when physically delivered by certified mail, overnight mail, or some other method of providing evidence of actual delivery. Notice shall also be provided by attachment to email to outside counsel, but the notice shall not be effective until physically delivered.

If to Vudu: Nicholas Brailas, Vudu, 850 Cherry Ave, San Bruno, CA 94066, Nick.Brailas@vudu.com; Copy to Donald R. Brown, Esq., Manatt, Phelps & Phillips, LLP, 11355 West Olympic Blvd., Los Angeles, CA 90064, dbrown@manatt.com.

If to NAD: Howard Rosenblum, CEO, National Association of the Deaf, 8630 Fenton Street, Suite 820, Silver Spring, MD 20910-3819, howard.rosenblum@nad.org; Copy to Arlene Mayerson, Directing Attorney, Disability Rights Education & Defense Fund, Inc. (DREDF), 3075 Adeline Street, Suite 210, Berkeley, CA 94703-2578, amayerson@dredf.org.

For the National Association of the Deaf (NAD)

Howard Rosenblum, CEO

Dated: January 14, 2015

For Vudu

Dated: January , 2015

Counsel for NAD

Arlene Mayerson, Directing Attorney
Disability Rights Education & Defense Fund, Inc.

Dated: January 14, 2015

Bill Lann Lee
Lewis, Feinberg, Lee, Renaker & Jackson, P.C.

Dated: January 14, 2015

Counsel for Vudu

Donald R. Brown
Manatt, Phelps & Phillips, LLP

Dated: January , 2015