



List of Terms for Amazon's CreateSpace

The following List of Terms is for informational purposes only and does not constitute a legally binding contract or an agreement to enter into a contract. The Board of Directors of TFI and its legal counsel must approve all contracts and agreements

1. All terms are on a non-exclusive basis
2. Term: 3 years with automatic renewal for successive one-year terms with right to terminate upon 90 days' notice.
3. Rights: DVD, DoD and Digital Video on Demand (to own and/or to rent)
4. Territory: Sales distribution, US; Promotional materials (trailers, clips, EPKs, study guides, lesson plans, etc.), worldwide. All titles will be available for sale on both the Reframe site and Amazon.com.
5. Pricing: Content holders to provide a "Suggested List Price" for each title. Both TFI and Amazon reserve the right to discount the SLP for sales and/or rentals. Royalties will be calculated and paid based on the SLP for DVD sales. The actual Selling Price determines the royalty calculation for Digital Video on Demand sales and rentals. Home use and/or educational/institutional use SKUs available to content holder per title.
6. Royalties: DVD/DoD: \$1st – 50th, 40% return
\$51st – 200th, 85% return
\$201st + 90% return
Ex: \$300 list price: \$237.50 return (79% total return)
Digital Video on Demand (to rent or own) 50% return
7. Video on Demand Controls: Digital purchases and rentals are restricted to customers in the U.S. Video on Demand purchases may be viewed streaming and downloaded to two fixed locations and two portable devices. Rentals may be viewed streaming or downloaded to one fixed location and cannot be transferred to a portable device. The default rental period is the earlier of 7 days after customer begins watching it or 30 days from when it was rented, after which time the file will no longer be accessible.
8. Title Information and Artwork: Metadata and artwork for each title must be delivered within the specifications we provide. Basic DVD artwork using the Reframe template is available at no cost.
9. Master Materials: Digitization/ingestion from tape, DVD or digital file source is free to content holder.
10. Delivery of Master(s): Content holder is responsible for delivering master materials to the designated intake site on a prepaid basis. Masters will be returned to content holders by either TFI or CreateSpace on a prepaid basis.
11. Delivery Date: All materials must be delivered within 30 days of the date of the agreement.
12. Acceptance of Master(s): CreateSpace reserves the right to reject title(s) (www.amazon.com/contentguidelines). After ingestion is complete, a Proof Copy in the form of a DVD master is sent to designee/content holder for review. CreateSpace must be notified within 10 working days of receipt of Proof Copy if the master is rejected due to quality issues related to the transfer (not related to the quality of the master source). If a title is delivered on tape or digital file within CreateSpace's specs, a Future Proof Archive file is maintained for each title during the duration of the contract with an option to purchase the highest available quality copy at any time during the contract or at the end of the Contract. At the end of the contract, if CreateSpace does not hear otherwise, the FPA file will be destroyed.

