

ANNEX I



Česká televize
Company ID number: 00027383

and

UNIVERSAL STUDIOS LIMITED
Company ID number: 09074960

Programme Licence Agreement

Number: 5030524 - 0 / 122771 – 4/5

Subject matter of the agreement:
Price or value:
Date of execution:

Programme licence acquisition
\$196,450.00

Contract #: 5030524 - 0 / 122771 - 4/5

Contract Date: JUNE 21, 2018
Revised: OCTOBER 12, 2018

The undersigned Licensee hereby licenses from UNIVERSAL STUDIOS LIMITED ("Licensor") and agrees to accept the following Films/TV Movies/Series ("Program") for television exhibition pursuant to all the provisions contained below and to the Additional Provisions attached hereto, over the originating transmitter of the channel as set forth in the SCHEDULE.

SCHEDULE

Licensed Channels	:	[REDACTED]
Authorized Languages	:	[REDACTED]
Licensed Territories	:	[REDACTED]
Deal Name	:	[REDACTED]
Films/TV Movies	:	See Exhibit A
No. of Films/TV Movies	:	[REDACTED]
No. of Exhibition Weeks	:	[REDACTED]
per Film/TV Movie	:	[REDACTED], see Rider
Price per Film/TV Movie	:	See Exhibit A
TV Series/Season	:	See Exhibit A
No. of Episodes	:	[REDACTED]
No. of Exhibition Weeks	:	[REDACTED]
per Episode	:	[REDACTED], see Rider
Price per Episode	:	See Exhibit A
Total License Fee	:	\$196,450.00
License Fee Payments	:	See Payment Provision
		Licensor acknowledges to be the beneficial owner of the license fee.
Visual Materials	:	Digital Betacam PAL / HDcam / Digital file
License Start Date	:	See Exhibit A
License End Date	:	See Exhibit A

When this instrument has been executed by Licensee and on behalf of Licensor by its authorized signer, it shall become binding between the parties hereto.

THIS AGREEMENT INCLUDES THE PROVISIONS ATTACHED HERETO. SEE RIDER, EXHIBIT A AND EXHIBIT B (IF APPLICABLE), AND ANNEX I ATTACHED HERETO AND MADE PART HEREOF. THE SUBJECT MATTER AS WELL AS THE PRICE, OR VALUE, LISTED ON THE FRONT PAGE OF THIS AGREEMENT HAS NO NORMATIVE MEANING; IT HAS BEEN INCLUDED SOLELY FOR THE PURPOSE OF PUBLISHING THIS AGREEMENT IN THE CZECH REGISTRY OF AGREEMENTS.

Licensor:
UNIVERSAL STUDIOS LIMITED
1 CENTRAL ST. GILES
ST. GILES HIGH STREET
LONDON WC2H 8NU
GREAT BRITAIN

Name:
Title:

Licensee:
CESKA TELEVIZE
KAVCI HORY
140 70 PRAHA 4, CZECH REPUBLIC

VAT #: CZ00027383

Name: Petr Dvořák
Title: General Director

Place:
Date:

Place:
Date:

PAYMENT PROVISION

[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]

ADDITIONAL PROVISIONS OF AGREEMENT

26. TELECASTING RIGHTS.

Subject to the terms of this Agreement and to Licensor unilaterally controlling the requisite rights, Licensor hereby grants to Licensee, and Licensee accepts, a limited license to transmit in its entirety during the applicable License Period each Program licensed hereunder the number of times specified in the Schedule page of this Agreement (hereinafter the "Schedule") or on the attached Exhibit A, whichever is applicable, only in the Authorized Language and in the territory (the "Licensed Territories") directly to non-paying audiences' television sets, only in a linear manner on an authorized free television dedicated broadcast channel(s) as specified in the Schedule, which for the purposes hereof shall be owned and operated by Licensee (the "Licensed Channels"), via (i) UHF/VHF over-the-air digital terrestrial transmission, and (ii) the free simultaneous linear, unaltered, unabridged encrypted cable and/or satellite retransmission thereof, whose head-ends (or receivers with respect to satellite systems) are located, and which are transmitted solely to viewers in the Licensed Territories, in each case which is intelligibly receivable by use of antenna without any other device and for which no fee is charged.

Licensee may exhibit the Program licensed hereunder in high definition ("HD") on the Licensed Channels [REDACTED] (each an "HD Licensed Channel") simultaneously with the exhibition of the Program in standard definition on the Licensed Channels [REDACTED] respectively (each an "SD Licensed Channel"), as long as Licensee exhibits Programs in standard definition subject to the following terms and conditions:

- (i) The exhibition on an HD Licensed Channel must be completely simultaneous with, and identical in all respects (i.e., all programming and advertising) to the exhibition on the corresponding SD Licensed Channel;
- (ii) Licensee shall employ and shall use reasonable efforts to cause authorized systems carrying the HD Licensed Channels to employ methods and procedures in accordance with the reasonable instructions of Licensor to prevent viewers from redistributing all or any part of a high definition version of the Program licensed hereunder (other than solely within such viewer's residence) which includes, without limitation, implementing all forms of protection authorized or otherwise permissible in the Licensed Territories for digital broadcast free-to-air television which may at a minimum shall include no redistribution signaling to the extent such a standard is established by the appropriate regulatory body in the Licensed Territories.

To avoid any doubts, it is hereby confirmed that should Licensee's standard definition broadcasting be terminated and should Licensee start to exhibit the Programs in high definition only, Licensee shall be entitled to exhibit Programs in high definition without the simultaneous exhibition of the Programs in standard definition.

Subject to the terms of the Agreement, Licensee shall only exhibit the Program licensed hereunder in the Authorized Languages version, it being acknowledged by Licensor that if Licensee exhibits a Program licensed hereunder in the Authorized Languages version as described in the Schedule, then in such circumstances, but only such circumstances, the viewers may have the technical ability to elect to view the Original Language version and the fact of the existence of this facility shall not constitute a breach hereof provided that neither Licensee nor any affiliated company of Licensee actively makes known, advertises or promotes this facility or causes or allows it to be made known, advertised or promoted.

Licensee shall not authorize any telecast hereunder to be amplified, retransmitted or relayed on the same or any other frequency by any translator or booster station, satellite, community antenna system or any other device or method not expressly authorized herein. Licensee shall transmit each Program licensed hereunder as delivered including, without limitation, credits, billings, distributor and production logo(s) and copyright notices. For the avoidance of doubt, in no event shall Licensee have the right to exhibit or transmit the Program licensed hereunder via any form of mobile, (A)DSL, Internet or other on-line systems or technologies (except as specifically provided herein).

27. LICENSE PERIOD.

The License Period of each Program licensed hereunder shall commence on the Start Date specified in the Schedule or Exhibit A or such other start date as may be specified by Licensor. The License Period shall expire upon the earliest to occur of (i) the End Date specified herein by Licensor, (ii) the date of the last telecast or (iii) such date that Licensor provides Licensee with notice of termination in accordance with this Agreement.

28. PAYMENT.

Licensee agrees to pay Licensor the License Fee for each Program licensed hereunder as specified in the Schedule or Exhibit A, whether or not all telecasts authorized for each Program actually occur.

If all licensed telecasts for a Program are completed prior to full payment of the License Fee, Licensee agrees to pay Licensor the balance of the License Fee no later than the first day of the month following the last telecast. Licensee will make each payment no later than the date(s) specified in this Agreement. Any payment not made within thirty (30) days of its due date shall, at Licensor's discretion, bear interest at fifteen percent (15%) per year but in no event greater than the maximum permitted by applicable law, such interest to accrue from the due date until paid. If Licensor engages the services of a collection agency or independent legal counsel to collect any past due monies owed by Licensee under this Agreement, Licensor will be entitled to full reimbursement from Licensee for all reasonable costs and expenses incurred in these collection efforts. Acceptance of any payment after its due date shall not constitute a waiver by Licensor of any of its rights except as to such payment.

The payments due by Licensee hereunder are not dependent upon the technical acceptance of the videotape delivered hereunder. Payments are conditioned upon receipt of the respective invoice and valid certificate of residence of the Licensor issued by the appropriate tax authority unless such certificate has already been provided to the Licensee during the applicable year.

29. USAGE REPORTS.

Licensee agrees to notify Licensor upon Licensor's request as to the Program title and the time and date of each telecast during the License Period.

30. DELIVERY AND RETURN OF MATERIALS.

Upon Licensee's request, Licensor shall deliver to Licensee (or shall provide Licensee with access to) either (i) one standard definition videotape or digital file or (ii) one high definition videotape or digital file, in each case, to the extent available to Licensor at no additional cost (each such videotape or digital file, a "Videotape") of each Program licensed hereunder, under the following terms, conditions and procedures:

- a. Notwithstanding anything to the contrary contained herein Licensor is not under any obligation to deliver any materials to Licensee until this Agreement is signed by Licensee and Licensor's prior receipt of the full payment of the Total License Fee as specified in the Schedule in accordance with this Agreement. Upon Licensee's request and following Licensor's receipt of the signed Agreement and the payment of the Total License Fee, Licensor shall deliver the Videotapes (or will otherwise deliver by providing Licensee access to) and other material of the Program licensed hereunder.

The foregoing arrangement shall not relieve Licensee of its obligations to pay the Total License Fee and all other amounts due hereunder if any.

Furthermore, in addition to its other right and remedies available hereunder, and at law and/or in equity all of which are reserved, Licensor shall have the right to terminate this Agreement in the event the aforementioned License Fee and any other amounts if any are not received within five (5) days after Licensor's notice that payment was not received in accordance with this Agreement.

- b. At the same time as Licensee requests to receive the Videotape for a Program licensed hereunder, Licensee shall specify whether it wants to receive a standard definition version or a high definition version and whether it wants to receive a videotape or a digital file. For the avoidance of doubt, if a Program licensed hereunder is not available in high definition to Licensor, Licensor shall not be obligated to make available and shall not be in breach of this Agreement for not making available such high definition version of that Program.
- c. Subject to the other provisions of this Paragraph, to the extent reasonably possible, Licensor agrees to deliver a Videotape of each licensed Program to Licensee by air express or other method designated by Licensor no later than forty-five (45) days after the date of receipt of the full payment of the Total License Fee. Licensee shall return Licensor's Videotapes (if applicable) within thirty (30) days after receipt.
- d. Delivery by Licensor within the meaning of this Paragraph shall be deemed completed when

Licensor has done any of the following: (i) physically delivered a videotape (if applicable) the licensed Program to Licensee or its designated agent; (ii) placed a videotape (if applicable) of the licensed Program in the possession of an air express company or other carrier selected by Licensor for transmission to Licensee by collect shipment; or (iii) has uploaded the digital file (if applicable) of the licensed Program to Licensor's designated digital delivery system. Licensee shall notify Licensor if such shipment is not received. Any digital files delivered under this Agreement will be delivered or made available in accordance with Licensor's standard technical specifications.

- e. Licensee shall have the right, at its expense, to manufacture a single copy ("Licensee's Copy") of each Program solely for use in exhibiting the Program in accordance with the terms of this Agreement. Licensee shall take all reasonable steps including, without limitation, using the best technology and state-of-the-art equipment then currently available to prevent theft and unauthorized copying of Licensor's source material and Licensee's Copy.

Licensee's Copy and all other materials related to the Program shall be returned to Licensor or erased (upon completion of the License Period), at Licensor's option and discretion unless this Agreement is earlier terminated. If Licensor has elected erasure, then Licensee shall furnish Licensor with a notarized Certificate of Erasure in a form and substance satisfactory to Licensor and signed by an authorized representative of Licensee. Licensee may then retain the blank videotape or other exhibiting device as Licensor may designate.

If Licensee fails to return any tape, print, reel or container for any reason, or the same is damaged between the time of delivery by Licensor and return by Licensee, Licensee shall immediately advise Licensor and pay Licensor the cost of replacement. Such payment shall not transfer title to any such materials to Licensee or any third party. Any damage to Licensor's videotapes when returned to Licensor, shall be deemed damaged by Licensee unless Licensee advises Licensor of such damage prior to Licensee's manufacture of Licensee's Copy. In no event shall Licensee cause, permit or authorize the copying, duplication, recording or transcription of the Program licensed hereunder, or sublet or part with possession or control of any of Licensor's videotape or Licensee's Copy, except to permit the transmission, shipment and duplication specifically authorized herein.

- f. All costs (including, without limitation, all taxes, duties, second use fees, mastering, duplication, delivery, shipping, insurance, marketing and forwarding charges) involved in the supply by the Licensor, use by the Licensee and return of all the foregoing materials shall be borne by Licensee. Without limiting the foregoing, any and all costs associated with Licensor (or Licensor's designated representative) delivering or otherwise making available any high definition version of any Program licensed hereunder and any other related materials of that Program shall be borne solely by Licensee, including, without limitation, any costs associated with any conversions, clones, audio laybacks, etc. with respect to such high definition materials. The costs will be billed to Licensee either by Licensor or Licensor's designated representative and Licensee shall pay such costs within thirty (30) days of receipt of invoice.
- g. Licensee recognizes the substantial value of the goodwill associated with the Program (including without limitation any of its underlying properties and materials), and that the names associated with the Program have a secondary meaning in the mind of the public. As between Licensor and Licensee, all right, title and interest in and to all materials relating to the Program (including the Licensee's Copy), and the contents thereof, including, without limitation, the copyright, trademark and all other rights in and to the Program, shall at all times be and remain in perpetuity throughout the universe with Licensor, without reservation or restriction.

31. EDITING.

Except for the insertion of commercials as herein authorized in accordance with the Paragraph entitled COMMERCIALS in this Agreement, Licensee may, after receipt of Licensor's prior written approval, make to Licensee's Copy only minor cuts or alterations in the dramatic portion of the Program which are necessary in order to (i) conform to its practices and standards which are applicable to all Program exhibited by it or (ii) make the Program suitable for programming in the applicable time period. Furthermore, Licensee shall not cut, alter or add to the videotape or any part thereof, or insert sub-titles or voice-overs or dub any voices in the videotape unless otherwise authorized by Licensor, or copy, duplicate or serialize any Program or part with possession of any Program in violation of any agreement except as may be necessary to permit the exhibition and shipment provided for hereunder.

Licensee represents, warrants and agrees that to the extent the use of a performance by any person may be incorporated into a promotion or advertisement for the Program, it will obtain all necessary consents and clearances for the performance of any language voice-over talent (and any other talent utilized by Licensee and permitted by Licensor) or the display or distribution of creative materials in connection with this Agreement and Licensor's further use of such performances and materials.

All such editing, to the extent approved by Licensor, is further subject to, and Licensee agrees it shall abide by, any and all restrictions upon editing contained in agreements and relevant provisions of applicable guild agreements and other third-party agreements. Any proposed changes are to be made in as artistic a manner as possible so as not to materially change or impair the story. For example, editing the performance of any performer in any manner which would discredit, adversely or unfavorably reflect upon, or otherwise demean, degrade or ridicule such performance is prohibited. Licensee shall indemnify Licensor against any costs, claims, liabilities, losses, judgments and expenses including, without limitation, attorneys' fees, which Licensor may incur as a result of Licensee's cuts or alterations. In no event shall credits, billings, copyright notices or distributor or production logos be omitted, deleted or altered in any manner from the exhibition of any of the Program.

32. DEFECTIVE MATERIALS.

Licensee shall examine Licensor's material immediately upon receipt of it. If material, when first received by Licensee, is so defective as to be unsuitable for exhibition, Licensee shall give immediate notice to Licensor. Licensor may then, at its option and discretion either furnish a suitable replacement of the same Program or of a program of comparable quality as selected by Licensor, subject to Licensee's approval not to be unreasonably withheld. If the Program cannot be replaced, the Total License Fee shall be correspondingly reduced by the amount allocated to that Program by Licensor. Any such reduction shall be effected by reducing the payments due hereunder. Any Program or replacement furnished by Licensor shall be conclusively deemed suitable unless notice of defect is given to Licensor the earlier of the Start Date or thirty (30) days from delivery.

33. TAXES.

All amounts payable by Licensee to Licensor, pursuant to the terms of this Agreement shall be exclusive of any Indirect Transaction Taxes. "Indirect Transaction Taxes" means any relevant VAT, goods and services tax ("GST"), sales, use or consumption or similar tax, fee or impost imposed, levied or assessed by any governmental agency or otherwise payable, but does not include any related penalty, fine or interest thereon. For the avoidance of doubt, if any amounts payable by Licensee to Licensor are subject to Indirect Transaction Taxes (other than withholding tax) payable by Licensor, Licensor may charge such Indirect Transaction Taxes to Licensee and Licensee shall promptly pay the amount thereof to Licensor. If any amounts payable by Licensee to Licensor are subject to Indirect Transaction Taxes (other than withholding tax) payable by Licensee under a reverse charge or withholding procedure, the amounts payable by Licensee to Licensor shall not be reduced by such Indirect Transaction Taxes.

In the event that a withholding tax is imposed, pursuant to local law, on payments by Licensee to Licensor, Licensee shall be entitled to deduct the withholding tax from payments to Licensor and pay such withholding tax to the appropriate tax authority. If payments made to Licensor are eligible for a reduced or zero rate of withholding tax pursuant to the law of the country of tax residence of Licensee or an income tax treaty between the country of tax residence of the Licensor and the country of tax residence of Licensee, Licensee shall apply the lowest applicable withholding tax rate under the law of the country of tax residence of Licensee or such income tax treaty. For the avoidance of doubt, any entitlement to deduct withholding taxes under this clause shall be applicable only with respect to withholding taxes imposed on amounts payable directly from Licensee to Licensor pursuant to this Agreement, and only with respect to taxes arising under the local laws of Licensee or Licensor's tax residence. No deduction shall be available with respect to withholding or related taxes incurred by an affiliate of Licensee or withholding or related taxes arising from sublicensing in a jurisdiction other than the country of Licensee's tax residence. In the event (i) Licensee is permitted to assign or otherwise transfer this Agreement or the rights or obligations hereunder or (ii) Licensee relocates or otherwise restructures, any increased withholding taxes that arise due to such assignment, transfer, relocation or restructure shall be borne solely by Licensee. Upon request from Licensee, Licensor shall provide to Licensee any documentation or certificate required under the law of the country of tax residence of Licensee to allow Licensee to withhold at the lowest applicable withholding tax rate as soon as is practicable. Licensee shall provide documentation evidencing payment of the withholding tax (which includes an original receipt or other evidence of receipt of payment of the withholding tax) to Licensor. If Licensee does not provide such documentation evidencing payment of the withholding tax to Licensor in a timely manner, Licensee shall immediately refund to Licensor all amounts that were withheld. Licensee shall indemnify Licensor and its affiliates for any taxes, interest or penalties imposed by any tax authority that may become payable as a result of the failure by Licensee to pay any such withholding taxes in connection with payments made pursuant to this Agreement when due and required by applicable law. Licensor is the beneficial owner of the license fees for tax purposes.

34. ADVERTISING AND BILLING.

a. At Licensee's written request, Licensor shall make available to Licensee such advertising and

promotional materials for the Program licensed hereunder that are available to Licensor at no additional cost, plus any other marketing materials which Licensor elects in its discretion to make available on a case-by-case basis. In all cases, such materials exclude "webisodes" and digital web assets. With respect to digital web assets, at Licensee's request, Licensor will offer to Licensee available digital web assets only for a Program licensed hereunder, subject to Licensee's agreement to Licensor's usage rules, as well as payment of the appropriate fee to be determined by Licensor on a case-by case basis. All expenses incurred in the shipping and handling of such advertising and promotional materials shall be borne by Licensee. Licensee may use any advertising and promotional material supplied by Licensor to advertise or publicize the Program licensed hereunder, but shall not make, authorize or permit any form of announcement or publicity regarding the exhibition of any Program licensed hereunder in the Authorized Language in the Licensed Territories except during its License Period. Licensee agrees that no advertising or promotional material shall be created, developed and/or extracted or excerpted by Licensee from any Program licensed hereunder to advertise and promote a program not licensed hereunder, nor shall any portion of a Program licensed hereunder be used as a trailer to promote another program or a channel in general. Licensee shall not change any of the credits contained in the advertising and promotional materials, and Licensee shall comply with all of Licensor's contractual obligations and instructions and screen and advertising credits and restrictions as notified by Licensor. In addition, Licensee may promote the exhibition of a Program licensed hereunder during Licensee's License Period in accordance with Licensor's "Guidelines for the Promotion of Programs" as delivered or otherwise made available by Licensor (e.g. via PUMA or D3). Licensee shall comply with all further restrictions, which may be presented by Licensor from time to time with respect to the promotion of the Program on the Internet.

- b. Licensee covenants and agrees that (i) Licensee shall not use any advertising or promotional materials in such a manner that would constitute an express, implied, direct or indirect endorsement of any product, service or sponsor, (ii) Licensee shall not use the name or likeness of any person appearing in or associated with the Program licensed hereunder except to the extent such advertising complies with this Agreement and all of Licensor's prior instructions, (iii) Licensee shall indemnify and hold harmless the Licensor Indemnitees from and against all losses incurred by Licensor Indemnitees by reason of any breach by Licensee of the provisions of this Paragraph, (iv) all promotion and advertising conducted by or on behalf of Licensee in connection with this Agreement will at all times and in all respects comply with and will be conducted in accordance with all applicable laws, rules and regulations and (v) if requested, Licensee shall return at its expense all such advertising and promotional materials (which at all times remain the property of Licensor). Licensor shall have the right to pre-approve any advertisements or promotional materials created by Licensee in connection with the Program licensed hereunder if such advertisement or promotion includes any material other than that provided by Licensor or if such materials provided by Licensor have been altered in any way.

35. MUSIC.

Licensor represents that, to the best of its knowledge, the non-dramatic performing rights in the music contained in the Program licensed hereunder are: (i) controlled by or licensed to Licensor to the extent necessary to permit Licensee's exhibition of the Program licensed hereunder, (ii) in the public domain or (iii) controlled by a performing rights society having jurisdiction in the Licensed Territories. In addition to its representations and warranties set forth herein, Licensee represents, warrants and agrees that it has secured and will maintain (at its sole expense) all performing rights licenses (e.g. ASCAP, BMI or SESAC) necessary to publicly perform the music in each Program licensed hereunder, and Licensee will hold Licensor harmless from and against any and all claims arising out of Licensee's failure to do so.

36. COMMERCIALS.

Licensee may, at its own expense, insert commercials at any place or places in each Program licensed hereunder as determined by Licensee. Such commercials shall be made and used by Licensee without any liability to, or obligation upon Licensor and shall be inserted in such manner as will not adversely affect or detract from the artistic or pictorial quality of the Program licensed hereunder, or damage or injure the videotape thereof. Subject to the terms of this Agreement, any commercial advertising will not reflect unfavorably on the Program or Licensor (or any of its affiliated entities), and will not refer to or promote any gambling or any "X-rated," explicit sexual content or other adult-oriented content. Under no circumstances shall Licensee insert any product placement within the Program itself.

37. DEFAULTS.

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. [REDACTED]

38. EXCLUSIVITY/HOLDBACK.

[REDACTED]

39. RESERVATION OF RIGHTS.

Licensor reserves all rights (whether now known or unknown) in and to each Program licensed hereunder and its contents and the parties agree that Licensor shall have the right to exercise all or any of its reserved rights without limitation or restriction. Licensor's reserved rights shall include, without limitation, the right to change the title of any licensed Program, and Licensor agrees that if such title is changed Licensee shall be given reasonable notice. Licensee shall then immediately substitute in all advertising the changed title and shall immediately substitute footage (to be furnished by Licensor) containing the new title and will not exhibit that Program, except with the new title.

Except as expressly stated in the EXCLUSIVITY/HOLDBACK paragraph hereinabove, all rights are reserved to Licensor without any restriction [REDACTED]

[REDACTED]

Any royalties, fees, video levies or any other payments to a general fund intended for distribution to a claimant which may be paid to or received by Licensee by virtue of any statute, governmental regulation or by operation of law or in any other manner as a result of the amplification, retransmission, relaying by or from any facility, video purchase or rental of each licensed Program, shall belong to Licensor and if received by Licensee shall be held by Licensee as agent and/or trustee for Licensor and shall be promptly paid to Licensor.

40. **LENGTH OF PROGRAM.**

The length of a Program as used throughout this Agreement shall mean its full running time, including commercials, lead-ins and lead-outs as originally broadcast on television.

41. **INDEMNITIES.**

[REDACTED]

[REDACTED]

c. [REDACTED]

42. **WITHDRAWAL OF PROGRAM.**

[REDACTED]

[REDACTED]

[REDACTED]

43. **ADJUSTMENT IN PRICE UPON WITHDRAWAL.**

[REDACTED]

44. **TRANSMISSION FACILITIES/COPY PROTECTION.**

Licensee's facilities shall be of first-class technical quality, and Licensee shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with industry standards and the instructions of Licensor to prevent all unauthorized persons or entities from receiving, and to prevent all persons or entities from duplicating or retransmitting, all or any part of any Program licensed hereunder from the Licensed Channels. Without limiting the generality of the foregoing, (i) Licensee shall not limit carriage of, strip out or obscure data fields or other data packets containing CCI bits or other encoding or watermarks as may be embedded in the Program licensed hereunder as delivered to Licensee, and (ii) Licensee shall not transmit or cause or permit the transmission or other distribution of any Program licensed hereunder: (a) by means of an analog output from any set-top box or similar or other device in a configuration that is not either a composite signal, an S-Video signal or a component signal, whether interlaced or progressive; and (b) for the high definition television transmission, Licensee shall implement (to the extent possible), and use its reasonable efforts to cause the authorized systems carrying its channel to implement, in set-top boxes HDCP-protected HDMI and DVI digital outputs and DTCP protected IEEE 1394 digital outputs (or, in each case, equivalent or successor technology). Licensee may not transmit or cause or permit the transmission or other distribution of any high definition originated licensed Program and any materials related thereto via any analog output at a greater resolution than 720x576. In connection with the transmission of a Program licensed hereunder in HD, Licensee shall employ a technology for such transmissions using (i) no less than (x) 15.0 Mbps for MPEG2 or (y) no less than 8.0 Mbps for MPEG4 H264/VC-1 Advanced Profile linear constant bit rate, and (ii) a resolution of 1920x1080 (and no lower than 1440x1080 for 1080i HD materials).

This Agreement does not grant any digital or hard-drive downloading or storage rights with respect to the Program licensed hereunder.

45. **ASSIGNMENT/CHANGE IN OWNERSHIP.**

This Agreement may not be assigned, transferred, conveyed, pledged, hypothecated or sublicensed (in whole or in part) by Licensee (voluntarily or by operation of law), without Licensor's prior written consent. Any such assignment, transfer, conveyance, pledge, hypothecation or sublicense of this Agreement by

Licensee, or any change in control of Licensee, without Licensor's prior written consent shall constitute an Event of Default hereunder, and Licensor shall be entitled to exercise all of its rights and remedies including, without limitation, the right to terminate this Agreement as set forth herein. In addition, Licensee agrees that in the case of any permitted assignment both Licensee and its parent shall guarantee the payment of all sums due to Licensor hereunder. Licensor may transfer, assign, pledge, convey or hypothecate this Agreement in whole or in part, without Licensee's consent.

46. CONFIDENTIALITY.

Licensor and Licensee each agree that it and its employees will maintain in confidence the terms and provisions of this Agreement including, without limitation, the number of, and amount of License Fees for the, Program(s) licensed hereunder and all information derived from the other party in performance of its obligations hereunder, and that they have not and will not reveal the same to any persons other than a person employed by the other party who has agreed to be bound by this confidentiality agreement, except:

- (i) to the extent necessary to comply with applicable law (including the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws) (the "Act on Registration")), the rules of any stock exchange on which the shares of that party or its parent company may be listed, or the valid order of a court of competent jurisdiction or an arbitration tribunal, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information;
- (ii) as part of its normal reporting or review procedure to its parent company, its auditors, its participants and its attorneys, if such parent company, auditors, participants and attorneys agree to be bound by the provisions of this sub-paragraph; or
- (iii) in order to enforce any of its rights pursuant to this Agreement.

No party shall issue a press release or make any other public announcement or disclosure of any kind with respect to this Agreement, or the transactions contemplated hereby, without the prior written consent of the other party. Licensee shall timely file a redacted version of this Agreement (in the form attached as Annex I hereto) in compliance with the Act on Registration within the time period required thereunder.

47. EXHIBITION REQUIREMENTS/RESTRICTIONS.

The Program will be exhibited as contemplated in this Agreement in a high quality, "first class" manner, using state-of-the-art equipment (or other high quality equipment that is reasonably satisfactory to Licensor). With the exception of the Licensed Channel's identification logo, Licensee will not include or authorize any text, banner or other advertisements or promotions on the same screen as, in connection with, or at all adjacent to the Program exhibited, or through Licensee's advertising or promotional activities make any implied association with Licensor (or any of its affiliated entities) without the prior written approval of Licensor.

48. GENERAL.

All notices and approvals hereunder must be in writing and shall be given by hand-delivery, overnight delivery, prepaid registered mail or by telecopier or facsimile with confirmation, unless otherwise specified. Except where otherwise provided for in this Agreement, all payments and accountings will be sent to Licensor as set forth below. All notices become effective when sent, except that notices sent by facsimile will become effective upon sender's written confirmation that the message was sent. All correspondence including, without limitation, all notices to Licensor shall be sent to the address as specified in the Schedule of this Agreement, with a copy to the attention of: Executive Vice-President, Business & Legal Affairs, c/o NBC Universal Television Distribution, 100 Universal City Plaza, Building 1440/Suite 1100, Universal City, CA 91608, USA. Waiver of any breach shall not be construed as a waiver of any other breach by such other party. Upon the receipt by Licensee of written notice from Licensor thereof, and of written instruction by Licensor to pay over when due any sum to become due or then due, Licensee agrees that it will forthwith comply therewith.

49. MISCELLANEOUS.

Subject to the terms of this Agreement, Licensor has absolute and final control at all times and in all respects over the production, transmission, broadcast, telecast, distribution and exhibition of the Program licensed hereunder. Without limiting any of its rights or remedies, Licensor will, upon request, have meaningful consultation rights with respect to Licensee's plans for the distribution, marketing,

promotion and exploitation of the Program licensed hereunder, including prior written notice with an opportunity to review, consult, and comment. Licensee will itself comply, and will ensure that all of its affiliated entities and any authorized retransmission systems authorized by Licensor hereunder comply, with this Agreement and all applicable laws, rules and regulations of the Licensed Territories in regard to telecasting the Program licensed hereunder.

Each party represents, warrants and agrees that it has the right and the authority to enter into this Agreement and render the performances described in this Agreement.

In connection with any Program licensed hereunder that contain news material, Licensee acknowledges and agrees that circumstances may exist in which Licensor will, in its sole discretion, refuse to provide Licensee (or any other entity, including without limitation a court or other tribunal) with certain information pertaining to Licensor's news gathering processes—for instance, the identity of confidential sources, outtakes and other information regarded by Licensor as confidential. Licensee agrees that this refusal by Licensor will not be deemed to be a breach of this Agreement by Licensor, and will not limit the representation and warranties or indemnification provided by Licensee under this Agreement.

This Agreement, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California USA, applicable to contracts to be executed and to be wholly performed therein, regardless of any conflicts by law. Place of venue for any dispute shall be the courts of Los Angeles, California, USA. By this Agreement, Licensee consents to the jurisdiction of this court and venue and to service of process by mail. The parties hereby irrevocably waive their respective rights to trial by jury of any cause of action claim, counterclaim or cross-complaint in any action or other proceeding brought by any party against any other party or parties with respect to any matter arising out of, or in any way connected with, or related to this Agreement or any portion thereof, whether based upon contractual, statutory, tortious or other theories of liability. With respect to such dispute, both parties shall choose domicile at, 100 Universal City Plaza, Universal City, CA 91608, USA.

This Agreement (including all Riders, Schedules and Exhibits which are incorporated herein by reference) is the entire and complete Agreement of the parties with respect to the subject matter of this license. All prior understandings, oral or written, if any, for the telecasting hereunder, have been merged herein; or if not merged hereby canceled, and no representations have been made by Licensor except those expressly set forth herein. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of Licensee (if required by Licensor) and on behalf of Licensor by its authorized representative. Paragraph titles herein are merely for identification and shall be of no effect in the application or construction of the provisions hereof. If any provision of this Agreement is found to be void or unenforceable, the remaining provisions will continue in full force and effect, and this Agreement will be construed and enforced as if such provision were not contained in this Agreement. This Agreement will not create any relationship of partnership, joint venture, agency, fiduciary, or employment between the parties and no such relationship exists between the parties with respect to the Program and neither party will so hold itself out by advertising or otherwise, nor will either of the parties be liable or bound by any representation, act or omission whatever of the other party. This Agreement may be executed by original, facsimile or PDF signatures and in counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument. Any signed copy of this Agreement delivered by PDF or facsimile transmission shall for all purposes be treated as if it had been delivered containing an original signature of the party whose signature appears in the PDF or facsimile and shall be binding upon that party in the same manner as though an original signed copy had been delivered.

50. COMPLIANCE WITH LAW; EXPORT CONTROL REGULATIONS.

Licensee represents, warrants and agrees that it shall perform its obligations hereunder in compliance with applicable laws, rules and regulations (including U.S. embargoes and export control regulations), including, without limitation, obtaining and maintaining all necessary authorizations, approvals and consents to enter into this Agreement and perform such obligations. Nothing in this Agreement requires Licensor to take any action contrary to or prohibited by any U.S. embargo or export control regulation or similar law, policy, rule or regulation of any governmental authority.

RIDER

TO TELEVISION FILM AGREEMENT DATED JUNE 21, 2018 (REVISED: OCTOBER 12, 2018) BETWEEN
UNIVERSAL STUDIOS LIMITED AND CESKA TELEVIZE

5. EXHIBITION WEEKS.

With respect to the Licensed Channels as specified in the Schedule of this Agreement and the number of Exhibition Weeks as specified in the Schedule or Exhibit A [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. DUBBING/SUBTITLING.

With respect to the Authorized Languages as specified in the Schedule of this Agreement, Licensee shall have the right to either dub and/or electronically subtitle the Program licensed hereunder under the following terms and conditions. Licensee shall advise Licensors within a reasonable time prior to the Start Date the method chosen so as to enable Licensors to deliver the material required.

a. The following shall apply for DUBBING:

(i) Licensors shall deliver to Licensee the following:

- (1) One (1) Videotape with music and effects track on Channel two (2), if available and a neutral title background, if available;
- (2) One (1) Original Version Language script; and
- (3) One (1) music cue sheet

(ii) Licensors shall, at Licensee's expense, ship the above-mentioned dubbing material to Licensee at Licensee's address as specified in this Agreement or elsewhere as Licensee may reasonably designate. Licensee shall pay Licensors upon invoicing (unless the material is supplied on loan) the cost of the material specified above with the exception of items (2) and (3).

(iii) Licensee agrees that its agreement(s) with the company dubbing the Program licensed hereunder (the "Dubber") if any shall contain the Dubber's written acknowledgement and agreement to all of the terms and conditions contained herein including, but not limited to, the sole and exclusive ownership by Licensors of the dubbed versions language tracks and translations in the Authorized Language and that neither the Dubber, Licensee nor any other party shall have any right, title or interest with thereto.

b. The following shall apply for SUBTITLING:

(i) Licensors shall deliver to Licensee the following:

- (1) One (1) Videotape; and
- (2) One (1) Original Version Language script, if available.

(ii) Licensee shall use an electronic process to subtitle the Program licensed hereunder into the Authorized Language. Licensee will be charged with cost price of each tape damaged beyond normal wear and tear which shall not transfer title to Licensee or to anyone else.

c. The existing copyright for each Program shall not be limited or abridged in any manner and

Licensor shall be entitled to obtain copyright protection for the Authorized Language version of each such Program (regardless who created it).

- d. The cost of dubbing and/or subtitling in the Authorized Language versions and/or laboratory work connected therewith including completion of missing music and effects shall be borne by Licensee.
- e. Notwithstanding anything to the contrary, Licensor shall have the right at any time to have access to a broadcast quality version of the dubbed and/or subtitled versions to use in all media (subject to any Exclusivity/Holdback restriction as provided in this Agreement) throughout the world. Licensee agrees to grant Licensor access to such dubbed and/or subtitled versions. Both parties agree to negotiate the terms for such access. In the event the applicable law or applicable guild agreements and other third party agreements require the payment of an access fee to the authors and performing artists involved in the creation of the Authorized Language version of the Program, then Licensor shall pay an access fee, provided that Licensee agrees to deliver to Licensor all documents to substantiate Licensor's obligation to pay such access fee.
- f. Immediately upon completion of the License Period hereunder or after the final telecast, whichever is earlier, all telecasting material shall be returned prepaid to Licensor, ordinary wear and tear from proper use excepted to an address designated by Licensor. Licensor shall have all exclusive and irrevocable rights to all dubbed and/or subtitled versions, regardless of who created them, including, without limitation, copyright, subject to subparagraph e. herein. Licensor shall bear the costs of duplication and transport of the Authorized Language versions.
- g. Subject to Licensor's approval, Licensee shall have the right to telecast the Program licensed hereunder under a title other than the one specified in this Agreement ("Substitute Title") provided:
 - (i) Licensee shall advise Licensor of the Substitute Title prior to the Start Date of this Agreement.
 - (ii) Licensee agrees to indemnify Licensor against liability, loss, damages or expenses arising out of or caused by Licensee's designation of the Substitute Title;
 - (iii) Ownership of all rights in and to the Substitute Title shall belong exclusively to Licensor which may use the Substitute Title for any purpose whatsoever; and
 - (iv) Licensee shall use the Substitute Title solely in connection with the exhibition of the Program in accordance with this Agreement.

7. ENTIRE SEASON.

- a. If more episodes of any television series licensed hereunder are produced and available for licensing hereunder than the number of episodes designated in Exhibit A, the number of episodes shall upon notice to Licensee by ordinary mail be increased by the number of the additional episodes produced. In the event of any such increase of the number of episodes, the additional episodes shall be licensed upon all the same terms and conditions as contained herein except that the Total License Fee, the Material Charges (if Material Charges are specified) and the amounts of the installments payable shall be increased correspondingly.
- b. If fewer episodes of any television series licensed hereunder are produced and available for licensing hereunder than the number of episodes designated in Exhibit A, the number of episodes shall upon notice to Licensee by ordinary mail be reduced to the number of episodes actually produced and available. In the event of such reduction of the number of episodes the Total License Fee, the Material Charges (if Material Charges are specified) and the amounts of the installments payable shall be reduced correspondingly.

8. PRICE (RE)ALLOCATION.

Licensor shall have the right, to be exercised in its sole discretion, to (re)allocate the License Fees for each Program licensed hereunder and Licensee agrees to acknowledge and accept such (re)allocations. For clarity, the Total License Fee shall remain unchanged.

CATCH-UP RIGHTS RIDER

TO TELEVISION FILM AGREEMENT DATED JUNE 21, 2018 (REVISED: OCTOBER 12, 2018) BETWEEN
UNIVERSAL STUDIOS LIMITED AND CESKA TELEVIZE

1. **RIGHTS.**

Subject to completion to Licensor's satisfaction of Licensor's technical questionnaire and to Licensor unilaterally controlling the requisite rights, Licensor grants to Licensee on a one-time, non-precedential basis the non-exclusive, non-transferable license and right to make available for exhibition in its entirety each episode of the television series licensed hereunder (collectively, the "Catch-Up Content") on a Catch-Up basis in the Authorized Languages only during the Catch-Up Period solely as part of the Catch-Up Service delivered via the Internet by means of a Digital Stream to Authorized Devices of viewers in the Licensed Territories.

For the purposes hereof:

"Catch-Up" means the transmission and the subsequent display, exhibition, and performance of an encrypted audio-visual program to viewers in the Licensed Territories whereby no separate fee (whether characterized as a subscription, access, technical, equipment or other fee, and whether payable as a one-time charge or on a monthly or other periodic basis) is charged to such viewers, and no consideration is received by Licensee, for the privilege of having the ability to view unlimited exhibitions of such program during such program's Catch-Up Period at a time selected, as between such viewers and Licensee, solely by such viewers.

"Catch-Up Service" means the service that transmits encrypted audio-visual content on a Catch-Up basis in the Licensed Territories, which service is (i) wholly owned and directly operated, programmed, marketed, distributed and otherwise controlled solely by Licensee, (ii) made available only on the Approved Platforms (iii) accessible only via the Internet, (iv) located only at Licensee's wholly owned and operated websites.

2. **CATCH-UP PERIOD.**

[REDACTED]

3. **RESTRICTIONS.**

Licensee shall comply with the following provisions at all times in respect of the Catch-Up Service:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(viii) Licensee and the Catch-Up Service shall at all times comply with the technology, security/DRM, copy protection, anti-piracy and geofiltering requirements set forth in Catch-Up Tech Schedule attached hereto.

[REDACTED]

[REDACTED]

[REDACTED]

4. LICENSE FEE.

[REDACTED]

5. MATERIALS.

Materials for Catch-Up Content delivered to Licensee pursuant to the Agreement shall be deemed delivered for purposes hereof.

6. USAGE DATA.

Within thirty (30) days after the end of each month, Licensee shall provide Licensor (in a format reasonably acceptable to Licensor) with a summary containing the total number of viewers to whom the Catch-Up Service has been provided in that month, the number of views lasting more than five (5) minutes during each month, the aggregate number of such views of each episode of Catch-Up Content and, upon Licensor's reasonable request, any other relevant information regarding the Catch-Up Service.

CATCH-UP TECH SCHEDULE

1. COPY PROTECTION AND TECHNICAL SPECIFICATIONS.

- a. Technical Facilities. (i) The Catch-Up Content shall reside solely on servers or other storage devices owned or controlled by Licensee or its subcontractors and shall be accessible solely to authorized personnel; (ii) The technical facilities of Licensee or its subcontractors shall be of first-class technical quality, and shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with industry standards and the instructions of Licensor to prevent all persons from duplicating or retransmitting, all or any part of any Catch-Up Content.
- b. General Requirements. (i) Licensor may encode or embed the materials with any technology utilized by Licensor or in the home video or television industry generally that would prevent copying or duplication by recipients of the Catch-Up Content and related information pertaining to copy protection and control that is intended to be ultimately readable by and/or affect consumer electronics equipment; (ii) Licensee shall not limit carriage of, strip out or obscure data fields or other data packets containing such embedded technology or other encoding or watermarks as may be embedded in the Catch-Up Content as delivered to Licensee nor shall Licensee embed any additional data fields (or other data packets) containing CCI in the Catch-Up Content hereunder unless approved in writing by Licensor; (iii) Except as specifically provided herein, Licensee shall not transmit or cause or permit the transmission or other distribution of any of the Catch-Up Content on the Catch-Up Service to an Authorized Device in high definition (i.e., a resolution higher than 720x576), or in 3D.

2. DIGITAL STREAMING TO AN AUTHORIZED DEVICE.

- a. The Media Player. Licensee shall provide viewers with a website/webpage or Application featuring a media player application (the "Player") from which to exhibit Catch-Up Content from the Catch-Up Service.
- b. DRM Specifications.

Licensee shall issue a license from a digital rights management software application approved in writing by Licensor (an "Approved DRM").

Approved DRM controls and limits shall be managed using the media server, the Player and the local operating system.

Any proposed changes to an Approved DRM shall require Licensor's prior written consent.

Licensor hereby deems as an Approved DRM (approved to encode up to 720x576 for standard definition and 1920x1080 for high definition) the following for Digital Streaming to Authorized Devices:

- (i) Microsoft PlayReady DRM (1.4 or above): Approved for Digital Streaming, including output protection. PlayReady shall be set at the highest security level (currently level 2000);
- (ii) Adobe Flash Access 2.0 (or later): FMS RMS DRM by Adobe Systems that is incorporated in Macromedia Flash Media Server digital rights management software solution providing a secure DRM-based solution for Digital Streaming;
- (iii) Widevine Cypher DRM (Widevine Cypher v4.4.4+). This DRM technology incorporates Widevine Technologies, Inc.'s Cypher v4.4.4+ digital rights management software solution providing protection for Digital Streaming;
- (iv) Apple specified HTTPS Live Streaming (HLS): Approved for Digital Streaming to an iOS Authorized Device only and shall meet the following criteria: (1) adaptive bitrate stream using HTTP with SSL protected transport (the HTTP playlist to be provided via SSL); (2) each transport piece sent via 128 bit encrypted HTTPS; (3) encryption keys rotated periodically, but less than every five (5) minutes; (4) signed verified application; (5) heuristic device authentication; (6) no outputs enabled; (7) image resolution no more than 720x576 if browser based and (8) if browser based, Licensor requires that the playlist m3u8 file be delivered by

HTTPS to a dedicated session that contains the key HTTPS URL;

- (v) Verimatrix VCAS 3.0+. This DRM technology incorporates Verimatrix Technologies, Inc.'s ViewRight digital rights management software solution;
- (vi) SecureMedia: Encryptonite;
- (vii) Marlin DRM: Approved for Digital Streaming to Philips NetTV TVs and Blu-ray players only. Licensee shall adhere to all compliance and robustness rules mandated by the Marlin Trust Management Organization ("MTMO") as well as the rules and guidelines set forth in this schedule;
- (viii) Microsoft Windows Media DRM 10.1 ("WMDRM10"): Approved for Digital Streaming to Internet connected TV's and Blu-ray players only. WMDRM10 must be set at the highest security level (currently level 2000);
- (ix) NDS VideoGuard Connect;
- (x) Irdeto ActiveCloak;
- (xi) Akamai SecureHD: Approved for Digital Streaming to a personal computer in SD only;
- (xii) Nagra Persistent Rights Management (PRM).

Licensee shall adhere to all compliance rules mandated by the Approved DRM.

In addition, Licensee shall install all revocation lists, configuration updates and security updates reasonably provided by the Approved DRM as soon as reasonably practicable but in no event later than thirty (30) days after they become available and shall install recommended updates suggested by the Approved DRM.

Updates to Approved DRM(s) which enable Authorized Device output protection shall be considered security updates for purposes of this paragraph.

- c. Input/Output Requirements. Licensee acknowledges that Licensor requires the following protected outputs on all Authorized Devices (i.e. CGMS-A, HDCP):
 - (i) Licensee shall issue an Approved DRM license from a digital rights management software application approved in writing by Licensor with Macrovision or CGMS-A inclusion rights enabled for analog outputs.
 - (ii) Licensee shall issue an Approved DRM license with the HDCP output restriction enabled for HDMI and DVI outputs.
 - (iii) For PC exhibition in standard definition, Licensee must use best efforts activation of both CGMS-A and HDCP.

Licensee shall utilize DRMs which enable output copy protections and support industry efforts to improve Authorized Device security and outputs thereof, subject to hardware limitations in the devices themselves.

- d. Internet Distribution. Digital Streaming of Catch-Up Content shall be delivered directly from the Catch-Up Service's secure servers located in the Licensed Territories to Authorized Devices located in the Licensed Territories via encrypted digital files protected at all times using the Approved DRM. For clarity, distribution by means of "peer to peer" file sharing is not permitted without Licensor's prior written consent. The encrypted digital files are then decrypted using the decryption code delivered directly but separately from Licensee's secure servers to the viewers.
- e. Geofiltering. Licensee must employ a geofiltering technology consisting of IP address look up from a service provider approved by the Licensor (the "Territorial Systems") that restricts Digital Streaming of the Catch-Up Content on the Catch-Up Service to viewers located solely within the Licensed Territories. Licensor approves IP address look up services provided by Neustar, Digital Envoy/NetAcuity Traceware, and Maxmind (paid service). The Territorial Systems must also include anonymous proxy blacklisting by the providers above or Geoguard (including, without limitation, anonymous proxies and TOR endpoints defaulting to outside the Licensed Territories) and other techniques to ensure the efficacy of the Territorial Systems.

- f. Additional Streaming Restrictions and Checks. In addition to, and not in contravention of, the usage, internet distribution and geofiltering rules and restrictions set forth herein, Licensee shall ensure that the IP address of the Digital Streaming request to the license server matches the IP address of that which created the Digital Stream session. This check shall prevent any possibility of a viewer trying to share a Digital Stream session with another location.

3. **UPDATES.**

Licensee shall implement all upgrades made available to any protection system it employs as soon as reasonably practicable but in no event later than thirty (30) days after they become available, except as otherwise authorized or directed in writing by Licensor.

4. **SECURITY BREACHES.**

Licensee shall notify Licensor and investigate the matter as soon as reasonably practicable but in no event later than seventy-two (72) hours after Licensee becomes aware of any security breach (including, without limitation, any circumvention, breach or failure of the Approved DRM, the Territorial Systems or Licensee's or any of its subcontractors' servers affecting the Catch-Up Content) (a "Security Breach"). Licensor shall have the right, exercisable upon written notice to Licensee, to require Licensee to suspend the ability to Digitally Stream the Catch-Up Content on the Catch-Up Service until the Security Breach is remedied. Licensor's exercise of its right to require Licensee to suspend the Digital Streaming of the Catch-Up Content on the Catch-Up Service shall in no event lengthen the Term of this Agreement or any License Periods hereunder, and such Term and License Periods shall continue to run during any such suspension.

5. **IMAGE QUALITY.**

For standard definition ("SD") service each digital file (typically constructed to support adaptive streaming) shall contain at least one representation that embodies the Catch-Up Content that is intended for standard definition exhibition on television, or an Authorized Device (with a maximum resolution of 720x576 and a video bitrate of 1.0 Mbps).

For high definition ("HD") service each digital file shall contain at least one representation that embodies the Catch-Up Content that is intended for high definition exhibition on an Authorized Device (with resolution no less than 1280x720 at no less than 3Mbps and no more than 1920x1080 with height corresponding to actual aspect ratio and an average video bitrate of 5Mbps).

Licensee shall utilize as many representations as necessary to support all adaptive streaming network requirements and operate over a large range of bitrates and network conditions.

Licensee may not transmit or cause or permit the transmission or other distribution of a Catch-Up Content and any related materials in HD via any analog output at a greater resolution than 720x576.

Licensor shall have right to approve the compression technology, resolution and standards employed by or on behalf of Licensee and the right to withhold any or all of the Catch-Up Content and/or suspend Licensee's rights hereunder until such approval, in writing, has been given.

6. **ANTI-PIRACY.**

- a. Licensee shall, and shall cause all internet service providers affiliated with, used by, carried by or having peering agreements with Licensee (collectively, the "Affiliated ISPs") to, comply with the anti-piracy policies and procedures set forth below.
- b. Subject to applicable law, Licensee shall cause each Affiliated ISP to proactively monitor their respective Internet and/or data services (collectively, the "Services") for any use of the Services by viewers and/or end users thereof ("End Users") that infringes or that Licensee should reasonably suspect infringes upon copyrights, trademarks, or any other intellectual property rights in any content owned or controlled by Licensor and/or its affiliates or in any Catch-Up Content owned by third parties ("NBCU IP Rights"), which shall include, for example and not by way of limitation, any unauthorized file-sharing, e-mailing or posting of content embodying or derived from NBCU IP Rights or user-generated content that contains or is derived from such content), and Licensee and/or the Affiliated ISP shall promptly report any such use that Licensee and/or the Affiliated ISP discovers or becomes aware of to Licensor at the email address designated in subsection (f) below.
- c. Licensee shall cause the Affiliated ISPs to forward all copyright infringement e-mail notices to such Affiliated ISP's end users upon receipt from Licensor (without disclosing the identity of such end users to Licensor). Licensee designates _____ [INSERT EMAIL ADDRESS] (or

such other valid e-mail address as may hereafter be provided in writing by Licensee to Licensor) to receive such e-mail notices for forwarding. Licensee shall cause each Affiliated ISP to implement the following measures for End Users that are the subject of one or more infringement notices: (i) the Affiliated ISP shall use "traffic shapers" to suspend the End User's access to the Internet protocol specified in each applicable infringement notice until Licensor (or its designated representative) determines in its sole discretion that the copyright infringement issues have been resolved; (ii) the Affiliated ISP shall suspend or implement bandwidth limitations on the account of any End User that receives two (2) infringement notices until such End User agrees and acknowledges that he or she understands and will fully comply with the Affiliated ISP's anti-piracy policy regarding the transmission of copyrighted materials; and (iii) the Affiliated ISP shall permanently terminate such End User's access to the Services and shall use reasonable efforts to prevent such End User from thereafter re-subscribing to the Services, if an End User receives three (3) or more Infringement Notices. The Affiliated ISP shall with respect to each End User retain for at least twelve months all data and records relating to copyright infringement notices or activity, and all data and records reasonably necessary to identify such End Users, such as such dynamic hosting protocol logs, IP addresses, names, addresses, telephone numbers and e-mail addresses.

- d. Licensee shall cause such Affiliated ISPs to refrain from using networking technologies that enhance the peer-to-peer experience of their customers by facilitating searching, download connections or caching.
- e. At either party's request, each Affiliated ISP and Licensor shall meet at least once every six (6) months to discuss further anti-piracy cooperation in good faith.
- f. Licensee hereby designates _____ [INSERT CONTACT NAME FOR LICENSEE [AND FOR EACH NETWORK]] (or such other contact as may hereafter be provided in writing by Licensee to Licensor) as Licensee's primary contact with respect to the foregoing anti-piracy efforts. With respect to the foregoing anti-piracy efforts, Licensor can be contacted at the following email address: nbcu.copyright@nbcuni.com.

7. GENERAL.

At either party's request, Licensee and Licensor agree to discuss in good faith the cooperation and compliance with the terms and conditions herein.

8. DEFINITIONS.

"Application" means a web application created by third party developers using application programming interfaces (commonly known as "APIs") released and controlled by Licensee or a third party contracted by Licensee, which will enable viewers and potential viewers, as applicable, to interact with the Catch-Up Service. All Applications shall be subject to Licensee's API terms of use and in no event shall an Application exhibit the Catch-Up Content unless the Application (i) is accessed via an Authorized Device and (ii) launches the Catch-Up Content in a separate window, and from which such separate window the Catch-Up Content is exhibited and which exhibition is controlled by Licensee. For the avoidance of doubt, the web page from which the Application was initially accessed may appear in the background of the separate window if such window is not maximized.

"Approved Platforms" means those platforms or systems that are set forth below and that (i) are owned and operated by Licensee or (ii) have entered into an affiliation agreement with Licensee or any of its' sales agents whereby such person agrees to carry and distribute the Catch-Up Content in the Licensed Territories. If Licensee at any time wishes to add a platform or system as an Approved Platform, then Licensee must give Licensor written notice of the proposed platform or system, and Licensor may, in its sole discretion, accept or reject the proposed platform or system as part of the Approved Platforms for purposes of this Agreement. Licensor hereby approves the following platform(s): *To be confirmed*

"Authorized Device" means: *To be confirmed*

provided such Authorized Device is a device that:

- (i) supports an Approved DRM;
- (ii) adheres to the Input/Output requirements as set forth in paragraph 2 (c) of this Catch-Up Tech Schedule.

Notwithstanding Licensor's approval of the types of Authorized Devices set forth above, in the event Licensor determines in its sole discretion that the technology, security and/or copy protection afforded by an Authorized Device or type of Authorized Device is inadequate or inappropriate or may become inadequate or inappropriate, Licensor shall have the right to remove such device from the list of

Authorized Devices and such devices shall no longer be authorized to receive Digital Streaming of Catch-Up Content.

"Authorized Devices for HD" means: *To be confirmed*

"Digital Streaming" means the distribution of Catch-Up Content via any IP-based transmission means (or IP-based TCP or UDP transmission means) over the Internet, whether now known or hereafter invented or discovered, to the Authorized Device using a method in which (i) such Catch-Up Content is viewable at substantially the same time it is distributed without the need to download to the Authorized Device a content file embodying the Catch-Up Content, (ii) neither a permanent or temporary copy of such Catch-Up Content is made on the Authorized Device, and (iii) the Approved DRM is applied to such Catch-Up Content. "Digital Stream" has a correlative meaning.

"Internet" means any non-proprietary (i.e., accessible to the general public regardless of physical location, means of access and whether or not a fee is charged by an internet service provider for such access) digital network that interconnects networks, computers or similar receiving devices so as to allow open two-way access for the origination and reception of data sufficient to convey audio-visual programming.

"Term" means the period of time from the start date of this Agreement through the last day of the License Period of the last Program licensed hereunder.

Contract #: 5030524-0 / 122771-4

EXHIBIT A

[illegible]

EXHIBIT A

Prod. No. / No. of Episodes	Title	Year	Length	Start Date	End Date	License Fee	Total License Fee	No. of Exh. Weeks
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

EXHIBIT B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]