

MASTER AGREEMENT

CONTRACT PARTIES:

NGC Network International, LLC ("NGC")
1145 Seventeenth Street, NW
Washington, DC 20036
USA
Contact: [REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

ČESKA TELEVIZE ("Licensee")
Kavci Hory, 14070, Praha 4,
Czech Republic
"Public Company established by the Czech
Television Act. No. 483/1991 Coll"
VAT #: CZ00027383
Contact: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]

AS OF: 20 AUGUST 2012

By signing below, NGC and Licensee enter into an agreement for the distribution of the Program, which consists of:

- (a) the Master Agreement including the Standard Terms and Conditions; and
- (b) each License Agreement and its Exhibits ("**Agreement**").

Each party acknowledges that the right to distribute each Program is deemed to be individually negotiated, priced and granted and that the incorporation of more than one Program in this Agreement is merely for the convenience of the parties.

By signing this Agreement, the individual named above authorizes NGC to store Personal Information (as such term is defined herein) on servers located inside and/or outside of the United Kingdom; provided that such information shall be protected in accordance with applicable law including but not limited to Directive 2002/58 on Privacy and Electronic Communications and DIRECTIVE 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any reversions or replacement legislation, regulations or directives in respect thereto or any other applicable data protection laws and all implementing legislation in respect thereto.

"**Personal Information**" shall mean any information: (a) that identifies or can be used to identify, contact or precisely locate the person to whom such information pertains; (b) from which identification or contact information of an individual person can be derived; or (c) as otherwise may be defined by Applicable Law.

Each party warrants to the other party that the person signing this Agreement on behalf of that party has the requisite authority to bind that party.

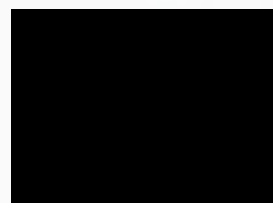
The Master Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

Agreed and Accepted

NGC Network International, LLC [REDACTED]
By: [REDACTED]
Name: [REDACTED]
Date: **SVP/GLOBAL CONTENT SALES**
NGC NETWORK INTERNATIONAL, LLC.

ČESKA TELEVIZE [REDACTED]
By: [REDACTED]
Name: [REDACTED] *Head of Programme Acquisitions*
Date: 13 -08- 2012

23 AUGUST 2012



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 All terms defined in this agreement shall have the following meanings unless otherwise required by the context:

- (a) **"Exclusive"** means that the Program will not be exploited in any manner, on any media granted to Licensee, as specified in the Grant of Rights, in the Territory or any portion thereof, except as provided in this Agreement, provided that Licensee acknowledges that nothing in the Grant of Rights to Licensee derogates from NGC's right to exploit the Program and/or any segment, portion or version of it in any manner or any media in the Territory, via any National Geographic Programming Service, during the License Period;
- (b) **"Catch Up Transmission"** means making the Program available non-exclusively to viewers by any means of delivery (including for the avoidance of doubt via the internet) for a period of up to 14 days after each scheduled transmission of the Program in the Territory by Free Terrestrial Transmission, provided that the end user does not have to pay a separate charge to view the Program or to access the relevant service by which it is delivered. The parties agree that charges paid by the end user to access the internet or broadband connections to access the Program via the relevant delivery service are not a charge for the purposes of this clause. Licensee agrees to use industry standard, or better, technology to ensure reception is limited to the Territory;
- (c) **"Delivery Date"** means the date that NGC shall deliver Program Materials to Licensee subject to applicable License Agreement being fully executed, as specified in Section 8 of the Specific Terms;
- (d) **"Free Terrestrial Transmission"** means transmission of the Program, without charge, by means of UHF and VHF standard (over-the-air) broadcast, transmission or distribution in an analog or digital format through individual or multiple receivers or devices, whether now existing or hereafter invented;
- (e) **"Home Video Rights"** means the distribution, licensing, sale, rental and/or exploitation of a program embodied in any analog or digital medium (e.g., video cassettes, DVDs, digital videodiscs, compact videodiscs or in any other format now known or invented in the future), including download to own, for private viewing of the embodied Program by means of a playback device which causes a visual image of the Program on the screen of an individual device or receiver, with no admission fee charged with respect to such viewing;
- (f) **"License Agreement"** the agreement executed by Licensee and NGC containing the Specific Terms and any Exhibits;
- (g) **"License Fee"** refers collectively to the license fee per Program as calculated in Section 12 of the Specific Terms and payable in accordance within the Payment Schedule;
- (h) **"License Period"** means the period of time within which the Licensee shall be entitled to exercise the rights granted in the Territory having the start date and expiry date specified in Section 5 of the Specific Terms;
- (i) **"Licensed Station"** means the authorized broadcasters as named in Section 1 of the Specific Terms;
- (j) **"Licensed Languages"** means the language(s) in which the Licensee is permitted to translate the Program to and broadcast in, as specified in Section 4 of the Specific Terms;
- (k) **"Material Fee"** refers collectively to the fee for supply of Program Materials as calculated in Section 10 of the Specific Terms, payable in accordance with the Material Payment Schedule;
- (l) **"Premium Transmission"** means transmission on a pay or subscription basis of the Program to individual or multiple receivers (e.g., personal computers, network computers, televisions, handheld devices, cell phones or other reception devices, whether now known or hereafter devised) or devices by all means of technology, whether now existing or hereafter invented, other than Free Terrestrial Transmission. "Premium Transmission" shall include, WITHOUT LIMITATION, transmission by means of cable, wire, fiber or other wired or wireless transmission or other forms of closed or scrambled transmission, satellite (including direct broadcast, direct-to-home, and TVRO satellite transmissions), satellite master antenna, single and multi-channel multi-point distribution, video dialtone, online, and over-the-air scrambled transmission. For purposes of clarification, Premium Transmission does not include Non-Theatrical Rights, Home Video Rights,

Video-on-Demand Rights or pay-per-view rights;

- (m) **"Non-Theatrical Rights"** means the transmission, distribution, licensing, sale, rental and/or other exploitation of a Program before a non-admission paying audience in venues such as, but not limited to, schools, colleges, libraries, museums, houses of worship, hospitals, prisons, cruise lines, airlines and other markets commonly referred to as "on-board" and "transportation". For purposes of clarification, Non-Theatrical Rights shall not include Home Video Rights;
- (n) **"Payment Schedule"** the dates or events upon which the License Fee and/or Material Fee shall be payable to NGC as determined in the Specific Terms;
- (o) **"Program(s)"** means the programs named in Section 2 of the Specific Terms.
- (p) **"Program Materials"** the transmission materials NGC shall deliver to Licensee as determined in Exhibit A to the License Agreement;
- (q) **"Runs"** means the authorized number of transmissions the Licensee is granted for each Program within the License Period as determined in Section 6 of the Specific Terms;
- (r) **"Specific Terms"** the schedule to the applicable License Agreement detailing the rights granted;
- (s) **"Simultaneous Transmission"** means the non-exclusive simultaneous transmission of any scheduled broadcast of the Program by Free Terrestrial Transmission in the Territory by Licensee's third party licensees by means of (i) mobile telecommunications networks (or any other technology hereafter invented to deliver visual images to a mobile handheld device) and/or (ii) the internet and/or (iii) internet protocol television ("IPTV") and/or (iv) by means of cable and satellite in any particular country of the Territory where the retransmitting broadcaster has acquired an exclusive license of the right to exhibit the Program by means of UHF and VHF standard (over-the-air) television (whether in analog or digital format). Licensee agrees to use industry standard, or better, technology to ensure reception is limited to the Territory;
- (t) **"Television"** shall mean both Free Terrestrial and Premium Transmission;

(u) **"Territory"** means the countries, bases or other locations in the world as named in Section 7 of the Specific Terms.

(v) **"Video-on-Demand Rights"** shall mean the exhibition of the Program (alone or in combination with other programming), as applicable, where the viewer has some control over the Program including time of viewing, pausing, rewinding and fast-forwarding, and where the viewer may be charged a separate fee for the right to view the Program.

2. INTERPRETATION

2.1 In this Agreement unless otherwise specified, reference to:

- (a) **"including"** means including but not limited to;
- (b) a reference to dollars or \$ is a reference to United States dollars;
- (c) words denoting the singular shall include the plural and vice versa.

3. LICENSE FEE

3.1 Licensee shall pay NGC the License Fee in the currency stipulated in the License Agreement in accordance with the Payment Schedule.

3.2 NGC will have the right to charge interest on any payment not received within ten (10) days of its due date at the rate which is the lower of two (2) percentage points over the then current advertised prime rate at Riggs Bank or the then current highest rate allowable under law for this Agreement. Interest, if charged, will be retroactive to the date payment was first due. Interest, if charged, will be compounded monthly and will continue to be charged, each month, on the unpaid balance until such amounts are paid.

3.3 If laws or currency regulations in the Territory now or at any time during the Term of this Agreement prohibit or restrict Licensee from paying any sums due NGC, Licensee will advise NGC promptly in writing. In any such case, upon NGC's request, Licensee will deposit to NGC's credit in a bank or banks approved in writing by NGC or promptly pay to such person or entity as NGC may designate in writing, all sums due NGC. Licensee also will reimburse NGC for any costs incurred by NGC in remitting such funds to the United States. If Licensee is prohibited or restricted from making payment of any sums due NGC, in addition to NGC's other rights or remedies, NGC may cancel and terminate this Agreement upon written notice to Licensee.

3.4 If any statutory taxes or duties are withheld or deducted by Licensee, Licensee shall promptly provide to NGC the basis of such withholding or deduction along with a certificate of tax withheld or deducted.

4. PROGRAM MATERIALS

4.1 NGC shall provide Program Materials to Licensee on or before the Delivery Date specified in the License Agreement. Such Program Materials shall be deemed technically acceptable upon delivery. If any Program Materials provided by NGC to Licensee in accordance with this Agreement do not conform to the technical standards required for exploitation, then Licensee shall notify NGC, in reasonable detail and in writing within thirty (30) days of delivery, of the defect. NGC shall have a reasonable period of time, but in no event less than ten (10) days, after its receipt of Licensee's notice to remedy the defects or substitute Program Materials of the same Program at NGC's cost.

5. **TRANSMISSION**

5.1 Licensee will transmit only Program Materials for the Program which it has obtained directly from NGC or directly from a source authorized by NGC.

5.2 Upon NGC's written request, Licensee will notify NGC in writing of the scheduled date of each transmission of each Program at least sixty (60) days prior to such transmission, together with such other relevant information as NGC may reasonably require.

5.3 The Program shall be transmitted exactly as delivered to Licensee, and Licensee shall not edit, change, alter, modify, reversion, copy, duplicate or add to the Program without NGC's prior written consent and where consent is granted by NGC it shall be conditional upon any associated costs being incurred by Licensee.

5.4 Notwithstanding Section 5.3, Licensee may, at its own cost:

- (a) make minor cuts or alterations in order to conform to the orders of any duly authorized, legally constituted censorship authority in the Territory or to comply with time segment requirements and in any event such editing shall be kept to a minimum, and shall not impair the quality, meaning, integrity or continuity of any Program and shall be at the Licensee's sole cost, OR provided that Licensee immediately notifies NGC in writing of the need for such cuts or alterations, obtains NGC's prior written approval for them and, if the terms of this Agreement require the return to NGC of the Program Materials, at Licensee's own expense, replaces any such cuts and alterations so that the Program Materials are returned to NGC or shipped to NGC's designee in the same condition in which they were originally received by Licensee, normal wear and tear excepted; and
- (b) insert commercials in the Program only where indicated. No commercial shall be inserted in a manner which may adversely affect the factual or scientific integrity, of the Program, interfere with

its continuity or damage the Program. All commercials must be removed from each Program, without damage to the Program, before the Program is returned to NGC or shipped to NGC's designee.

5.5 In no event shall the copyright or trademark notice, NGC's presentation, production, advertising or other credit(s) or the credits to any person, firm or corporation appearing on any of the Program Materials be changed, altered or removed. Any breach or violation of the terms of this Section shall constitute a material default entitling NGC, at its election, to terminate this Agreement, in whole or part, in addition to any other rights or remedies available to NGC and without releasing or discharging Licensee of any liability under this Agreement.

5.6 Whenever requested by NGC in writing to do so, Licensee shall change the title of the Program and shall not exploit the Program except under the new title after NGC's request.

5.7 As regards musical works and sound recordings contained in the Program, Licensee shall be responsible for obtaining and paying for any music or performing rights licenses which may be required to exploit the Program in accordance with this Agreement.

6. **WITHDRAWAL**

6.1 If the Program is rejected for exploitation by any duly authorized, legally constituted government censorship authority in the Territory and Licensee so notifies NGC in writing, NGC shall, at NGC's election, either provide Licensee with a substitute program for the one withdrawn (which substitute program shall be agreeable to both NGC and Licensee) or cancel the License Fee (or the applicable allocable portion of it) payable to NGC for such withdrawn Program. No cancellation or refund shall be made if the withdrawn Program was exploited by Licensee or if NGC provides a mutually acceptable substitute Licensed Program.

6.2 In the event that NGC deems it necessary to withdraw the Program because the exercise of the rights would (i) result in any claim being made against NGC (ii) violate any court order, government regulation or other ruling of any regulatory authority; or (iii) subject NGC to any liability, NGC shall at Licensee's discretion, either:

- (a) provide Licensee with a substitute program for the one withdrawn (which substitute program shall be agreeable to both NGC and Licensee);
- (b) where Licensee has not exercised any of its rights with respect to the Program withdrawn, refund to Licensee the portion of the License Fee attributable to such withdrawn Program; or
- (c) where Licensee has exercised a portion of its rights with respect to the Program withdrawn, refund an amount mutually

agreed by the parties which is equal to the portion of the rights not exercised by Licensee at the date the Program is withdrawn by NGC.

7. **STORAGE, RETURN/DESTRUCTION OF PROGRAM MATERIALS**

7.1 Licensee shall pay all costs and expenses incurred in connection with the storage and use of the Program Materials.

7.2 Licensee may retain possession of the Program Materials until the earlier of expiration of the License Period or completion of all Runs, at which time Licensee shall either destroy the Program Materials, solely upon written approval and instruction from NGC, or return and ship the Program Materials to NGC or its designee. Licensee shall pay for all costs and expenses incurred in connection with the destruction of the Program Materials or the return of the Program Materials to NGC, including but not limited to the packaging, shipment or other transportation.

7.3 In the event NGC approves and instructs the Licensee to destroy the Program Materials Licensee shall promptly provide NGC with a certificate of such destruction.

7.4 Return or shipment of the Program Materials in accordance with NGC's instructions is of the essence.

7.5 Any Program Materials to be returned, shall be in the same condition in which they were received with the exception of normal wear and tear. If Program Materials are lost, stolen, destroyed or damaged between the time of delivery to Licensee and receipt of the Program Materials by NGC or its designee, Licensee will pay NGC its prevailing charge for replacement of the Program Materials. Such payment shall not transfer to Licensee title to any deliverables.

7.6 When destroying or returning Program Materials, Licensee will also return or destroy, all dubbed soundtracks, subtitled or subtitling materials, and all optical and/or magnetic sound tracks and/or physical materials containing optical and/or magnetic sound tracks and all physical materials relating to any and all new audio-visual elements and materials which were manufactured by, for or at the request of Licensee in connection with the Programs, whether or not Licensee used any of such materials in connection with the exercise of its rights in accordance with this Agreement and whether or not Licensee incurred any of the costs of manufacture.

8. **OWNERSHIP**

8.1 Ownership of and legal title in and to the Program Materials provided to Licensee under this Agreement is vested and shall remain in NGC and title in and to any Program Materials created by, for or at the request of Licensee in accordance with this Agreement, and all rights in them, including the copyrights in all works of authorship

and all intellectual property, shall vest and remain in NGC upon the creation of them, subject only to Licensee's possession and use until such time as specified in Section 5 of the Specific Terms of the License Agreement, solely so that Licensee may exercise its rights licensed under this Agreement. As between NGC and Licensee, all Program Materials shall be deemed to have been loaned to Licensee whether or not Licensee paid any of the costs of manufacture.

9. **MARKETING THE PROGRAM**

9.1 Licensee is granted the right to advertise and promote Licensee's exhibition of the Program in the Territory. In all such advertising and publicity, Licensee shall comply with the advertising and billing credit requirements provided by NGC to Licensee. Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which:

(a) constitute, or may be understood to be, an endorsement of any sponsor, product, article or service by NGC or any person, company or corporation connected or associated with the Program, its production or distribution; or

(b) indicate, or may be understood to indicate, that NGC or any such person, company or corporation is connected or associated with any sponsor, product, article, service or advertiser.

9.2 Any advertising or publicity referring to NGC or any such person, company or corporation shall be limited to and shall indicate only that such person, company or corporation appeared in the Program or rendered service in connection with it, or was the producer or distributor of it, as applicable.

9.3 Licensee shall not advertise or promote, in any manner or medium, any Program withdrawn or suspended by NGC in accordance with Section 6.

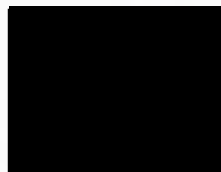
9.4 Licensee shall not authorize or permit any excerpt or clip from the Program used for promotional purposes to be in excess of three (3) minutes in length in the aggregate or to be used prior to the commencement of the License Period.

10. **WARRANTIES**

10.1 NGC warrants and represents as follows on the date of this Agreement:

(a) **(ownership)** NGC owns all the rights in the Program or has been granted the rights licensed to NGC under this agreement by the copyright owner;

(b) **(grant of rights)** NGC has the right to enter into this Agreement and to grant all rights and licenses granted in this Agreement, including the necessary literary, music, artistic, copyright, trademark and other intellectual property



rights, and is free to enter into and perform fully this Agreement;

(c) **(no liens)** there are no pending claims, liens, security interests, charges, restrictions or other encumbrances of any type on the Program or on such rights and NGC will not allow any liens or encumbrances to accrue against the Program or any of the elements of it (except that as between NGC and Licensee, music performance society payments to ASCAP, BMI, SESAC and each of their foreign affiliates will be paid by Licensee);

(d) **(no infringement)** the exercise of the rights and licenses granted in this Agreement, including with respect to the Program will not infringe on any rights of any third party, including, copyright, trademark or other intellectual property, unfair competition, contract, literary, dramatic, privacy or publicity rights, and the Program does not contain any material that is obscene or defamatory, libelous or slanderous or that will or might expose Licensee to any embarrassment, liability or claim whatsoever, including, civil or criminal proceedings;

(e) **(sound recordings)** all necessary recording and synchronization fees have been paid in respect of the music contained in the Program and the rights in all musical compositions and sound recordings in the Program are:

(i) controlled by ASCAP, BMI, SESAC and/or affiliated collecting societies or by an organization exercising a similar function where the Program is produced; or

(ii) in the public domain; and

(iii) controlled by NGC to the extent necessary for Licensee to exercise the rights granted under this Agreement;

(f) **(no restriction)** there will be no restriction on the use, broadcast and other exploitation of the Program by Licensee, other than as listed in this Agreement.

10.2 Licensee hereby represents and warrants as follows:

(a) License will comply with all provisions of this Agreement;

(b) Licensee will exploit the Program according to the terms and conditions contained herein.

11. INDEMNITY

11.1 NGC shall at all times indemnify and hold harmless Licensee from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees (collectively "**Claims**"), arising out of the content of the Program or any breach by NGC of any warranty of this Agreement; provided that:

(a) Licensee has given written notice to NGC of the third party Claim immediately after it was made, and;

(b) Licensee discontinued Transmission of the Program immediately after such Claim was made. NGC may assume the handling, prosecution, defense or settlement of any Claim and any resulting litigation. NGC may, if necessary or desirable, join Licensee as a party in such action. No settlement may be made without NGC's prior written consent. If Licensee fails to fulfill any of its obligations under this Section, then NGC will be excused from its obligation to indemnify Licensee and hold it harmless.

11.2 Licensee will indemnify and hold harmless NGC from and against all Claims arising out of or relating to:

(a) any breach or alleged breach of any obligations, representations or covenants of Licensee contained in this Agreement;

(b) the exploitation of any Program Materials or any other materials (other than the content of the Program as delivered by NGC) which Licensee may transmit or authorizes to be Transmitted in connection with the Program;

(c) a loss by Licensee of the Program Materials;

(d) any action or omission made or taken by Licensee which cause any Claim to be brought; and

(e) Licensee's failure to pay Taxes when due, or failure to remit to NGC the required receipts or other required documentary evidence as well as for any incremental taxes, interest or penalties that may become payable as a result of such failure. If NGC so requests, Licensee will defend NGC and the other NGC Indemnities against any such Claim.

11.3 This Section 11 shall survive the expiration or termination of this Agreement.

12. RELATIONSHIP OF PARTIES

12.1 Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Neither party may pledge the credit of the

other or make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

13. **DEFAULT**

13.1 Either party shall be entitled to terminate this Agreement immediately by written notice if the other:

- (a) is in material breach of its obligations or warranties in this Agreement and that breach is not remedied (if capable of remedy) within thirty (30) days of receipt of written notice specifying the breach;
- (b) is in material breach of its obligations or warranties in this Agreement and that breach is not capable of remedy;
- (c) goes into bankruptcy, receivership or liquidation, or becomes insolvent or makes any composition or arrangement with its creditors;
- (d) provided that if the material breach referred to in either (a) or (b) relates only to one or more Programs (including individual Programs in a series), the non-breaching party shall have the option, in its sole discretion, to terminate this Agreement either:

- (i) in its entirety, or
- (ii) only with respect to the individual Program(s) which are the subject of the material breach. If the non-breaching party elects to terminate this Agreement only with respect to the individual programs which are the subject of the material breach, then this Agreement shall continue in full force and effect with respect to all other Programs that are not the subject of the material breach.

13.2 Any termination of this Agreement by either party shall be without prejudice to the rights or remedies of either party against the other party with respect to any antecedent breach of the Agreement.

14. **CONFIDENTIALITY**

14.1 Except as may be required in connection with filings with governmental agencies or courts or except as may be required under applicable law, each party shall keep strictly confidential and shall not disclose to any other person or entity other than to its officers and employees on a must-know basis, or to its respective lawyers and accountants, the material terms and provisions of this Agreement. To the extent that information with respect to this Agreement is revealed

pursuant to this paragraph, each party shall use its best efforts to ensure that each person or entity receiving such information shall maintain it in confidence.

15. **NOTICES**

15.1 Notices shall be in writing, delivered to the Contract Parties and deemed to have been received as follows: by personal delivery (upon delivery); first class certified or registered mail, return receipt requested (three (3) days following the date of posting); U.S. Express mail, or an express overnight service (one day following deposit with the express service); or telecopier (upon transmission and confirmation that all pages were transmitted to the correct number), addressed as set forth in the Agreement or such other address designated by a party in writing.

16. **INTELLECTUAL PROPERTY**

16.1 Licensee acknowledges that the names and marks "NGC", "National Geographic Channel" and any other NGC trademarks and any logos and variations incorporating the same, are as between Licensee and NGC the exclusive property of NGC and that Licensee has not and will not acquire any proprietary rights thereto by reason of the Agreement. Licensee shall have no rights to use such names, mark, logos, variations or titles except at the times and in a manner expressly approved by NGC.

17. **RESERVED RIGHTS**

17.1 The license herein granted to Licensee is limited to the right to transmit the Program by the Licensee only for the purposes, in the manner, in the media and at the times expressly provided in the Grant of Rights. Any and all rights in the Program not expressly licensed to Licensee in this Agreement, including but not limited to the right to transmit clips or segments of the Program, and the literary and musical materials contained in the Program or upon which the Program may be based, are reserved to NGC and may be exercised, marketed and exploited by NGC concurrently with and throughout the Term of this Agreement. Furthermore, NGC reserves the right to incorporate up to three (3) minutes of footage into other programs.

18. **REMEDIES**

18.1 Without prejudice to its other rights and remedies, if Licensee does not pay in accordance with the terms of this Agreement any sum when due and such default continues for ten (10) days then, at the election of NGC, NGC will be entitled to suspend the delivery of the Program if not already delivered. If NGC pays or becomes obligated to pay any sum of money, or does or is required to do any act which requires the payment of monies, or expends any sums for legal services of any kind or description by reason of any default of Licensee, then the sum(s) so paid or required to be paid, with interest thereon at the rate specified in Section 3.2, will be added to the License Fee payable under this Agreement and will be paid by

Licensee to NGC concurrently with the next installment due or, if there is no further installment due, Licensee will make payment of such sum(s) upon demand.

18.2 Licensee acknowledges that the licensing of the Program to Licensee in accordance with this Agreement and/or the transmission of the Program or any episode or portion of it makes that Program unmarketable to third parties in the Licensed Language(s) granted in the Territory until after the date of the last licensed transmission of the Program. Consequently, if Licensee defaults under this Agreement, payment to NGC of all consideration payable hereunder is a reasonable estimate of NGC's damages as a result of such default under the circumstances existing at the time this Agreement was made.

19. **OVERSPILL**

19.1 Licensee acknowledges that where a Program is broadcast by satellite, or over the air broadcast for reception outside the Territory, such broadcast may incidentally be capable of reception within the Territory due to the inherent capability of satellites and over the air distribution to beam signals that are not confined to territorial boundaries ("Overspill"). Licensee further acknowledges that the rights herein retained by NGC include, without limitation, the right to broadcast the Program(s) by satellite and over the air broadcast, which may cause Overspill, and that the occurrence of said Overspill shall not constitute a breach of this Agreement.

19.2 NGC acknowledges that where a Program is broadcast by satellite or over the air broadcast by Licensee for reception inside the Territory, such broadcast may incidentally be capable of reception outside the Territory due to Overspill. NGC further acknowledges that said Overspill shall not constitute a breach of this Agreement; provided that Licensee shall not market or in any manner facilitate the reception of such broadcasts of the Program outside the Territory as a result of Overspill.

20. **MISCELLANEOUS**

20.1 **Entire Agreement** - This Agreement contains the entire understanding and supersedes all prior understandings between the parties hereto relating to the subject matter herein and this Agreement cannot be changed or terminated except in a writing executed by both parties. No employee, agent or other representative of NGC is authorized to make any representations, warranties or agreements except as specifically included herein, and Licensee acknowledges that it has not entered into this Agreement in reliance upon any such representation, warranty or agreement. Each party will, upon the other's request, promptly furnish to the other copies of such agreements or other documents as the other may reasonably desire in connection with any provisions of this Agreement.

20.2 **Force Majeure** - If Licensee is prevented from or materially hampered in performing its obligations

hereunder by reason of any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not constitutional), act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy, riot, civil disturbance, war or armed conflict, act of public enemy, embargo, or any similar event of force majeure (all of the foregoing being deemed "force majeure"), such a failure to perform by reason of such an event of force majeure shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefor. If there shall be any occurrence of any such event of force majeure which continues in effect for a period of more than four (4) weeks, then NGC shall have the right by notice to Licensee to terminate this Agreement without further liability to Licensee, except for appropriate payment or adjustment in regard to payments to be made hereunder.

20.3 **Assignment** - NGC shall have the full and unencumbered right to assign and sublicense any and all of NGC's rights and obligations in this Agreement. Licensee may not assign or sublicense its rights or its obligations in this Agreement, except to a company owned by, controlled by or under common control with Licensee, provided that Licensee shall remain liable in the event of a default by any such assignee. Licensee shall notify NGC in writing prior to any such assignment.

20.4 **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of California. Licensee hereby consents to and submits to the jurisdiction of the federal and state courts located in Los Angeles, California, and any action or suit under this Agreement shall be brought in any federal or state court with appropriate jurisdiction over the subject matter established or sitting in the State of California. Licensee shall not raise in connection therewith, and hereby waives, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process (as long as notice of such action or suit is furnished in accordance with paragraph 16) or the like in any such action or suit brought in the State of California.

20.5 **Effectiveness** - In the event that any term, condition, covenant, agreement, requirement or provision herein contained shall be held by any court to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the other terms hereof, it being the intention and declaration of the parties hereto that had they or either of them known of such unenforceability, illegality, invalidity or contrariety to public policy, they would have entered into a contract, each with the other, containing all of the other terms, conditions, covenants, agreements, requirements and provisions hereof.



20.6 **No Waiver** – No waiver by either party of any breach hereof shall be deemed a waiver of any preceding or succeeding breach hereof.

20.7 **Execution** - This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any such counter part may be executed by facsimile signature or email transmission as a PDF with only verbal confirmation, and when so executed and delivered shall be deemed an original and such counterpart(s) together shall constitute only one original.

20.8 **Conflict** – Any conflict between the provisions of the Master Agreement and the License Agreement

and Conditions shall be resolved in favor of the License Agreement.

20.9 **Rights and Remedies** - Each of the rights and remedies granted to the parties under this Agreement is cumulative and the exercise of one shall not limit, diminish or otherwise affect the parties' rights, concurrently or subsequently, to exercise any other rights or remedies, and shall be in addition to such other rights and remedies as the parties may have at law, in equity, under this Agreement or otherwise.

20.10 **Survival** – Sections 10, 11, 12, 14, 16 and 20 shall survive expiration or termination of this Agreement.

