



**Česká televize**  
Company VAT number: CZ00027383

and

**STUDIOCANAL**  
Company VAT number: FR14056801293

## **Television License Agreement**

Number 00000384/2020

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

Programme license acquisition  
EUR 82.400,-  
\_\_\_\_\_



Agreement with CESKA TELEVIZE

Re: [REDACTED]

**DEAL TERMS**

Agreement made as of November 13<sup>th</sup>, 2020 by and between:

**STUDIOCANAL**, which principal place of business is located at 1 Place du Spectacle, 92863 Issy-Les-Moulineaux Cedex 9 - FRANCE, which VAT European Union Member number is FRI 4056801 293 ("**Licensor**"), and

**CESKA TELEVIZE**, Public Company established by the Czech Television Act No 483/1991 Coll., which principal place of business is located at Kavci hory Na Hrebenech II, 1132/4, 140 70 Praha 4, Czech Republic, which VAT European Union Member number is: CZ00027383 ("**Distributor**" or "**Licensee**").

Subject to Distributor's performance of all other terms and conditions of this Agreement, Licensor grants Distributor, and Distributor accepts from Licensor, the exclusive license to broadcast and/or exploit the Television Rights to the Picture on the Authorized Channel(s), in the Territory, for the Term and in the Authorized Language Version identified below, on all the terms and conditions of this Agreement. When not defined where they first appear, words used in this Agreement are otherwise defined in the Standard Terms or Schedule of Definitions attached hereto.

**1.- THE PICTURE:** The word "Picture" refers individually or collectively to the programs set forth in Exhibit "A".

**2.- TERRITORY:** The word "Territory" refers to those territories defined in Exhibit "B" attached hereto.

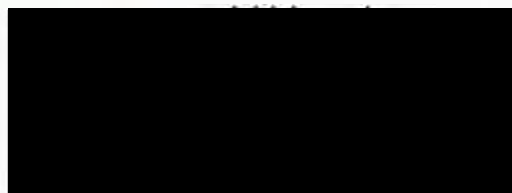
**3.- AUTHORIZED CHANNEL(S):** [REDACTED] as set forth in Exhibit A.

**4.- TERM/LICENSE PERIOD:** The "Term" of this Agreement is commencing on the date hereof and terminating on the date of the last License Period End Date ("LPED") as indicated in Exhibit "A".

The "License Period" is commencing on the License Period Start Date ("LPSD") and ending on the LPED for each respective Picture as set forth in Exhibit "A" attached hereto, provided that if the last Telecast of any Picture licensed under the Agreement occurs earlier than the expiry of the corresponding LPED, then the License Period of such Picture shall terminate immediately following such last Telecast.

Upon request, Distributor will advise Licensor of the playdate of the first and the last Telecast of the/each Picture in the Territory at the latest thirty (30) days prior to the respective Picture's Telecast.

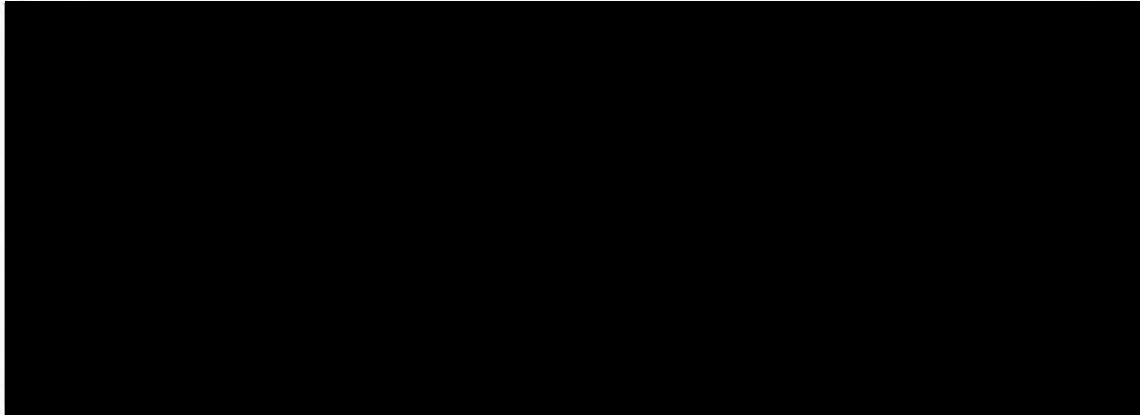
**5.- LANGUAGE:** The term "Authorized Language Version" refers to the original version of each respective Picture which Distributor is entitled to exploit in the following languages for the Territory and Licensed Rights specified: [REDACTED]



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Re: [REDACTED]

For the avoidance of doubt Distributor shall not be entitled to exploit the original version without dubbing or subtitles.



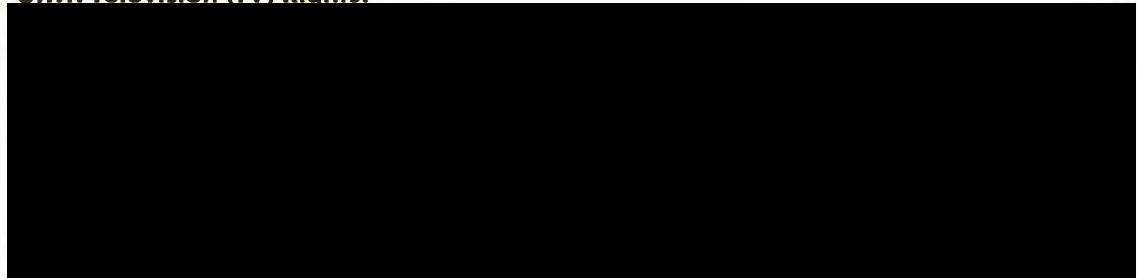
The soundtrack on any subtitled version shall be in the original language version of the Picture.

When exploiting the Licensed Rights to the Pictures, Distributor may use at its discretion any pre-existing acceptable Czech language version to the Picture(s), provided that such version is approved and available for license by Licensor. For the avoidance of doubt, it is hereby stipulated that when giving access to the materials of one Picture by corresponding laboratory access letter, Licensor will also give access to pre-existing Czech language version to such Picture (if any) without any additional costs to Distributor, unless the access letter expressly states otherwise. In the event access to the existing Czech language version enshrines additional costs for Licensor, Distributor will be entitled to negotiate the terms and conditions of such version in a separate agreement between the Distributor and the holder of rights to such Czech language version, as between Distributor and such right holder

**6.- LICENSED RIGHTS:** A Right is licensed to Distributor only if expressly so designated by mark in the "Yes" box (collectively the "Licensed Rights"). Any Right not marked or marked in the "No" box is a "Reserved Right" (including but not limited to Cinematic Rights, Ancillary Rights, Video Rights, On Demand Rights (including TVOD, EST, SVOD and FVOD Rights), Merchandising Rights, commercial tie-in rights, subsequent production rights (such as without limitation Remake, Prequel, Sequel Rights, spin-off, TV series or any other version of the Picture), Publishing Rights, music publishing, soundtrack album, videogame, novelization, live stage, radio adaptation, theme park rights, and the rights to sell any clip or footage from the Picture (i.e. other than directly related to the promotion of the Picture)) of Licensor. For the avoidance of doubt, Licensor reserves the exclusive right to monetize any elements of the Picture (such as trailers and clips/excerpts) on You Tube, Dailymotion or other similar services on a worldwide basis.

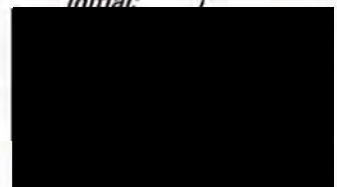
**6.1 Rights Description:**

**6.1.1. Television (TV) Rights:**



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Agreement with CESKA TELEVIZE

Re: [REDACTED]

In addition, it is agreed between the Parties that the Television Rights to the Pictures licensed under this Agreement shall be non-exclusive against any Pan regional Pay/Basic TV broadcasting in the Territory.

Broadcasters in the Territory making their broadcasts simultaneously ("Simultaneous Retransmission") available on the Internet, shall ensure that Internet availability will only occur simultaneously with a Broadcast of the Picture, and will incorporate technological safeguards that restrict copying or Downloading of the Picture while on the Internet.

**6.1.2. Permitted Means of distribution:** Any method or process of transmission, currently existing or hereafter devised, whether via an analogue or digital signal, in any delivery mode whether linear (for broadcasting, streaming) or non-linear (for Catch-Up TV Use only), in any broadcasting standards of the Territory including, but not limited to, DVB-S, DVB-T, DVB-H, DVB-C, IPTV, ETTx, FTTx, xDSL, regardless of the networks used for transmission, whether broadcasting networks, telecommunications networks (both wired or wireless/mobile) or Internet network, through any method of terminal receiver connection (including, but not limited to DTH or collective installation), available across any Receiving Device.

**6.1.3. Receiving Device:** Any machine or device (with or without a memory storage, i.e. HDD) capable of receiving and displaying content (including, but not limited to TV, set-top boxes and other monitors, personal computers, handheld devices, portable media players, media center, game consoles and telephones (whether fixed-line or wireless or both)).

**6.2 Exploitation via the Internet and/or for reception on any Computer or Mobile Devices of Television Rights:**

Notwithstanding any relevant definitions of the attached Schedule of Definitions and/or provisions of the Standard Terms, Distributor may not exploit via the Internet (or any comparable interconnective computer network open to the general public) and/or on any Computer or Mobile Device (to the extent either or both controlled by Licensor) the Television, unless and until:

- (a) The viewing of the Picture is for Catch-up TV Use ; and
- (b) The viewing shall be either in the Authorized Language dubbed Version, or in Authorized Language subtitled Version provided that subtitles are "burnt-in" and that there is no existing dubbed version; and
- (c) Technology to be used is accepted in the industry as adequate to verifiably confine to recipients located solely in the Territory (geo-filtering techniques), and Distributor is able to differentiate for access to such

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Agreement with CESKA TELEVIZE

Re: [REDACTED]

transmissions of the Picture viewers within the Territory (with an IP address located within the Territory, or any identification data which guarantees location of the viewer within the Territory), from viewers outside the Territory, and to grant access to the transmissions of the Picture exclusively to legitimate, authorized and authenticated viewers; and

(d) Anti-piracy technology (including DRM) generally recognized in the motion picture industry is available and employed, which limits the ability of users or viewers to access or receive the Picture on a geographic basis within the Territory and which is adequate to prevent the unauthorized dissemination, reproduction, copying, retransmission and alteration or other similar acts of piracy of the Picture by the recipient; and

(e) it shall not be possible for the recipients to re-route or retransmit the Picture by any means, whether inside or outside the Territory.

Distributor expressly acknowledges and accepts that the foregoing conditions precedent must be satisfied (with written assurance provided to Licensor upon Licensor's request) prior to its exploitation of the Licensed Rights via the Internet and/or on any Computer or Mobile Device, and shall not expose Licensor to potential legal prosecution.

Nothing in the foregoing shall in any way preclude Distributor from utilizing, or authorizing the use of, excerpts from the Picture (not to exceed 3 (three) minutes in length) or the trailer of the Picture to promote and market the availability of the Picture on the Authorized Channels on the Internet and/or on any Mobile Device, prior to the Telecast of the Picture in the Territory.

Notwithstanding the foregoing, the restrictions set forth herein shall only apply to the extent they are consistent with the EU Portability Regulation (i.e. Regulation (EU) No. 2017/1128 of the European Parliament and of the Council of June 14, 2017 on cross-border portability of online content services in the internal market) allowing users or viewers to access the Picture on any Computer or Mobile Device while traveling on a temporary basis outside the Territory but within the European Union to the extent mandated by applicable law.

**6.3 Anti-Piracy Measures:**

In addition to the provisions specified in article 13 of the Standard Terms, Distributor shall implement, establish and employ all customary measures and procedures of protection and security to prevent acts of piracy of the Picture in the Territory, including but not limited to the measures provided for in attached Exhibit "G" which Distributor shall return to Licensor duly signed by Distributor and all laboratories involved in the exploitation of the Picture in the Territory. Distributor shall be entitled to take anti-piracy measures within the Territory in its own name and/or in the name of Licensor but subject always to prior consultation with Licensor if Distributor intends to take legal action against any individuals or websites (as opposed to host sites). Notwithstanding the foregoing, it is agreed and understood that Distributor shall not implement any fingerprint or watermark on YouTube, Dailymotion or any similar service in connection with the Picture or any element of the Picture.

**7.- LICENSE FEE:** Distributor shall irrevocably pay to Licensor an amount equal to eighty-two thousand four hundred Euros NET\* (€ 82 400 NET\*) (the "License Fee") for all Pictures payable as follows:

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Agreement with CESKA TELEVIZE

Re: [REDACTED]

[REDACTED]

License Fee per Picture is set forth in attached Exhibit A entitled "Pictures".

\*NET: The License Fee is a minimum net sum and no taxes (except the applicable withholding tax if reduction/exemption is possible pursuant to applicable tax treaty), nor charges may be deducted from it.

As a material condition to this Agreement, Distributor acknowledges that all payments due to Licensor under this Article 8 will be made by wire transfer of immediately available unencumbered and unconditional funds, free of any transmission charges, to the account set forth in Exhibit "C". Failure of Distributor to comply with the foregoing shall constitute a material breach of this Agreement by Distributor, and upon notice thereof from Licensor to Distributor, this Agreement shall terminate effective retroactively to the date of commencement or execution hereof, whichever is earlier. Licensor shall have no obligation to furnish any material or item if said wire transfer has not been made in a manner fully satisfactory to Licensor.

Licensor and Distributor agree to prepare, execute and certify the annual application for reduction/exemption withholding tax pursuant to the applicable tax treaty (if any).

The Licensor acknowledges to be the beneficial owner of the License Fee.

Timely payment is conditioned upon receipt of the valid confirmation of French residency of the Licensor issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to the Licensee during the applicable year.

The Licensor agrees that if applicable the Licensee may deduct the withholding tax pursuant to applicable tax treaty in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.

It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

**8.- APPROVAL RIGHTS:**

- All subleases and sublicenses by Distributor are subject to Licensor's prior written approval.

**9.- DELIVERY:**

9.1 Delivery of the Materials shall be made in accordance with the Delivery Schedule attached hereto as Exhibit "D" and Article 8 of the Standard Terms.

Delivery costs shall be at Distributor's charge.

**9.2 Access to Distributor's Created Materials:**

Notwithstanding anything to the contrary contained in the Clause 8.4. of Standard Terms, Licensor will have a free access to all materials created by Distributor (including but not limited to promotional materials, bonuses...), except to Authorized Language Version which will be available [REDACTED]

[REDACTED] Upon Licensor's request, Distributor shall deliver or provide Licensor with an immediate and unrestricted access to such dubbed and/or voice-overed and/or subtitled tracks created by

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[REDACTED]

Agreement with CESKA TELEVIZE

Re: [REDACTED]

the Distributor pursuant to this Agreement, provided the Distributor has received the access fee payment as mentioned above.

Following the end of the Term, Distributor will be entitled to keep its own created Authorized Language version to the Picture (if any) and to use such version, at no further costs, in the context of any other license to the Picture(s) as may be concluded between Licensor and Distributor in the future. For the avoidance of doubt, Distributor shall not be entitled to keep and use such created Authorized Language version to the Picture(s) whatsoever for any other purposes (including licensing such version to the Picture to a third party, unless agreed in writing between Licensor and Distributor).

**10.- SEVERABILITY:** If any term or other provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or incapable of being enforced by any law or public policy, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall undertake to modify this Agreement in an acceptable manner.

**11.- SPECIAL TERMS**

Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.

This Agreement comes into force upon its signature by both contracting Parties. It has been executed in three counterparts, each valid as an original, of which the Distributor shall receive two counterparts and the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Distributor's counterparts as soon as possible.

Confidentiality: The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated except when: (i) an information came to the Party's attention independently of the other contracting Party; (ii) Distributor provides to third parties in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion (with the exception of information marked by the Licensor as its trade secret); (iii) a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; (iv) a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality; and (v) a contracting Party provides it to representatives or professional advisors, to the right holders and the Parties' affiliates, parent companies and subsidiaries.

This Agreement shall however be made public pursuant to legal provisions provided information highlighted in yellow shall be redacted. The obligation to make the contents of this Agreement public, pursuant to the Act on Registration of Agreements, rests on Distributor only. For the avoidance of doubt, the Parties agree that such information highlighted in yellow is considered to be confidential (for example due to its trade secret nature) and neither contracting Party shall be authorized to disclose to any third party such information without

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Agreement with CESKA TELEVIZE

Re: [REDACTED]

the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated except when: (i) an information came to the Party's attention independently of the other contracting Party; (ii) Distributor provides to third parties in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion (with the exception of information marked by the Licensor as its trade secret); (iii) a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; (iv) a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality; and (v) a contracting Party provides it to representatives or professional advisors, to the right holders and the Parties' affiliates, parent companies and subsidiaries.

**12.- ADDITIONAL TERMS:** This Agreement also includes various exhibits and the Licensor's Standard Terms and a Schedule of Definitions, a copy of which is respectively attached hereto. Such additional terms and the Exhibits attached hereto are a part of the Agreement and incorporated herein by reference. In the event of any conflict between or among the Deal Terms and the Standard Terms, the Deal Terms and the Exhibits attached thereto shall prevail over the Standard Terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CESKA TELEVIZE**

**STUDIOCANAL**

By Petr Dvorak  
Its General Director

By [REDACTED]  
Its EVP Library

[REDACTED SIGNATURE AREA]

Signature.....

Signature.....

Date: - 4 - 12 - 2020

Date: 08-déc.-2020

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[REDACTED]



Agreement with CESKA TELEVIZE

Re: [REDACTED]

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**LIST OF ATTACHMENTS**

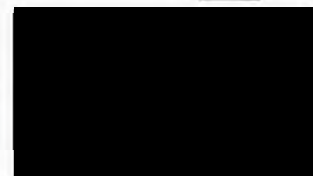
<b>EXHIBIT "A"</b>	PICTURES SPECIFICATIONS
<b>EXHIBIT "B"</b>	TERRITORY LIST
<b>EXHIBIT "C"</b>	ACCOUNT NUMBERS/ADDRESS
<b>EXHIBIT "D"</b>	DELIVERY SCHEDULE
<b>EXHIBIT "E"</b>	LABORATORY ACCESS LETTER
<b>EXHIBIT "F"</b>	CENSORSHIP RIDER
<b>EXHIBIT "G"</b>	ANTI-PIRACY RIDER

**STANDARD TERMS**

**SCHEDULE OF DEFINITIONS**

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Agreement with CESKA TELEVIZE

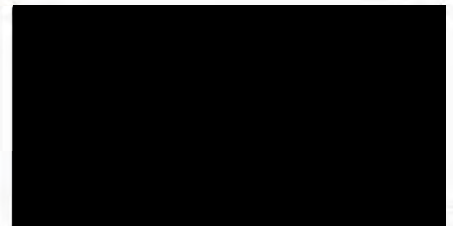
Re: [REDACTED]

**EXHIBIT "A"**  
PICTURES SPECIFICATIONS

Milo code	Pictures Original version (+ year of prod)	English version (+ year of prod)	Director	Production year	Origin language	LPSD	LPED	Authorized Channel(s)	Runs	License Fee per Picture
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[REDACTED]										
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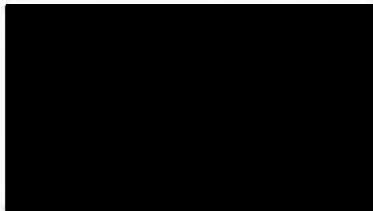
Agreement with CESKA TELEVIZE

Re: [REDACTED]

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								<b>Total License Fee</b>	<b>82 400,00 €</b>
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Agreement with CESKA TELEVIZE

Re [REDACTED]

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**EXHIBIT "B"**

TERRITORY LIST

[REDACTED]

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Agreement with CESKA TELEVIZE

Re [REDACTED]

**EXHIBIT "C"**

ACCOUNT NUMBERS/ADDRESS

Distributor is hereby instructed by Licensor to make all payments, including advances, security deposits, overages and royalties in connection with the Picture, unless otherwise specified in the Deal Terms, by wire transfer or by cheque to the bank account appearing on corresponding invoice.

All reports, accountings and notices Distributor is required or desires to give to Licensor shall be in writing and shall be sent by prepaid air mail, express courier, prepaid cable, telegram, telefax, telex or by personal delivery addressed in accordance with the information set forth below (or to such other address(es), e mail address, telex or telefax numbers as Licensor may designate by written notice to Distributor):

	<b>STUDIOCANAL .....</b>
ADDRESS:	1, PLACE DU SPECTACLE
	92130 ISSY LES MOULINEAUX
	FRANCE .....
TELEPHONE:	(33-1) 71.35.35.35.....
FAX:	(33-1) 71.35.07.45.....

Initial: \_\_\_ / \_\_\_



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Agreement with CESKA TELEVIZE

Re: [REDACTED]

**EXHIBIT "D"**

DELIVERY SCHEDULE

Licensor will provide Distributor with an access to the website (or any other website designated by Licensor).

Distributor shall order the Materials it deems necessary for the exploitation of the Picture [REDACTED]

1. Material

If available, Licensor shall deliver (or give access) to Distributor to existing files (Prores 422 HD) for each Picture otherwise SD Prores will be delivered to Distributor, original version + M/E tracks

Material costs are at Distributor's charge.

2. Additional Material (if available\*)

Free access on Licensor's website to all available promotional material of the Picture. Only in case the promotional material is not accessible on the website, Licensor will provide at Distributor's charge available promotional material to Distributor on a CD-Rom.

\*Script and Music Cue for each Picture will be available on the website designated by Licensor and free of charge in any case.

3. Technical and Material Costs

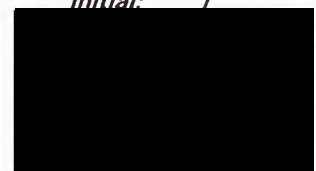
The costs of creation of any material, including promotional material (i.e. adaptation, duplication, conversion costs) are at Distributor's sole charge.

4. Delivery Costs

Delivery costs (including shipping costs) are at Distributor's charge.

5. All costs related to the Materials shall be paid by Distributor before delivery, upon receipt of the corresponding invoice.

6. Date of Delivery: immediately upon: (i) the signature of the license agreement and (ii) the payment of 1<sup>st</sup> installment of the License Fee and (iii) the payment of Material Costs.



Agreement with CESKA TELEVIZE

Re: [REDACTED]

**EXHIBIT "E"**

LABORATORY ACCESS LETTER - FORM

(name and address of film laboratory)

Picture: \_\_\_\_\_

Gentlemen:

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, for the express benefit of Distributor as follows:

1. You now have in your possession in the name of Licensor certain print and/or tape materials related to the Picture ("Material"), as defined under Exhibit "A" attached hereto. Distributor and its designees may order and you may process all copies as required, including, without limitation, in any gauge, with or without sound, in colour or in black and white, as well as any and all other Materials requested by Distributor, during the Term defined under Exhibit "A". All Copies ordered by Distributor or its designees shall be at Distributor's or its designees' sole expense, respectively.
2. You will at all times perform all laboratory services requested by Distributor or its designees relating to the Picture, which laboratory services will be performed by you at prevailing rates at Distributor's or its designees' sole expense, respectively.
3. The Material shall not be cut, edited, or altered in any way during the Term.
4. Neither Distributor or its designees, nor Licensor, shall have any liability for any indebtedness to you incurred by the other.
5. You presently have no claim or lien against the Picture or the Materials nor will you assert any such claim or lien as against Distributor, or its designees, except for your charges for services and materials ordered by and furnished to Distributor or its designees, or as against Licensor or its designees, except for your charges for services and Materials ordered by, and furnished to, Licensor or its designees.
6. This agreement may not be altered or modified except by a written instrument executed by Distributor and Licensor, nor may it be terminated unless the Agreement is terminated.

Please signify your agreement to the foregoing by signing where indicated below.

Very truly yours,  
 (name of Licensor)  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

AGREED TO: (name of film laboratory)  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

CONSENTED TO: (name of Distributor)  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Initial: \_\_\_\_\_ / \_\_\_\_\_



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Agreement with CESKA TELEVIZE

Re: [REDACTED]

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**EXHIBIT "F"**

CENSORSHIP RIDER

Not applicable

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[REDACTED]

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Agreement with CESKA TELEVIZE

Re: [REDACTED]

**EXHIBIT "G"**

ANTI-PIRACY RIDER

**Anti-Piracy Requirements**

\_\_\_\_\_, located \_\_\_\_\_, (hereinafter "**Distributor**"), and \_\_\_\_\_, located \_\_\_\_\_ (hereinafter "**Laboratory**"), represent and warrant to **STUDIOCANAL**, located 1 Place du Spectacle, 92863 Issy-les-Moulineaux CEDEX 9, FRANCE, that they shall abide by all of the following guidelines, requirements and restrictions with respect to the protection of the picture entitled "\_\_\_\_\_" (the "Picture")'s content and the prevention of unauthorized distribution, duplication and other exploitation of the Picture in the territory of \_\_\_\_\_ (the "Territory"), in application of the distribution agreement entered into between Distributor and STUDIOCANAL on \_\_\_\_\_ (the "Distribution Agreement").

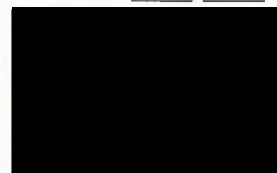
1. **Physical Security Procedures**: Distributor and Laboratory represent and warrant that Distributor and Laboratory and their subcontractors will establish and employ security systems and procedures that are sufficient (as determined by STUDIOCANAL) to prevent any theft of, injury to, or unauthorized printing, copying, duplication, use, exhibition or destruction of the Picture or the elements thereof while such elements and materials are in Distributor's and Laboratory's (or such subcontractor's) possession, custody or control. Distributor and Laboratory shall protect the Picture using a standard of care at least as robust, effective and/or protective as that which is actually employed in protecting their own confidential and proprietary information and material (or, if more protective, the general standards to which most producers in the motion picture industry adhere) and shall be fully responsible for taking all actions to ensure the protection and safeguarding of the Picture and all elements thereof. Distributor and Laboratory agree to provide STUDIOCANAL with a written description of their security procedures and to demonstrate to STUDIOCANAL such procedures if requested to do so by STUDIOCANAL. Upon STUDIOCANAL's request, Distributor and Laboratory also agree to supply STUDIOCANAL with a copy of the agreement they utilize with their subcontractors for STUDIOCANAL's approval of the security measures required thereunder. STUDIOCANAL shall have the right to approve all security procedures employed by Distributor and Laboratory and/or their subcontractors. Distributor and Laboratory agree to make facilities available, at any time with reasonable notice, for inspection by any third party authority designated by STUDIOCANAL.

2. **Limited Recipients**: The Picture may be distributed only to Distributor's and Laboratory's employees, officers, directors, agents, partners, consultants or attorneys (collectively, their "Representatives") on a "need-to-know" basis provided Distributor and Laboratory shall inform each Representative receiving the Picture of the confidential and proprietary nature of the Picture and shall direct them to treat it confidentially and Distributor and Laboratory shall be liable for any misappropriation or misuse of the Picture or other breach of this Agreement by such Representative including that occasioned by its own negligence or wilful misconduct.

3. **Notice of Security Breach**: Distributor and Laboratory shall notify STUDIOCANAL in writing within three (3) days of any security breach occurring in connection with the Picture, including, without limitation any reports of stolen or misplaced physical copies of the Picture, any suspected or confirmed events of unauthorized access or duplication, and any other failure of the security precautions set out in this Schedule. Distributor and Laboratory shall coordinate directly with STUDIOCANAL to respond to any such security breach relating to the Picture.

4. **Acknowledgment of Damages and Indemnification**: Without affecting any other rights or remedies that any party may have (particularly pursuant to the Distribution Agreement), Distributor and

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Agreement with CESKA TELEVIZE

Re: [REDACTED]

Laboratory acknowledge and agree that STUDIOCANAL's remedies for any breach of any of the provisions mentioned herein by Distributor and/or Laboratory shall not be limited to money damages, and that STUDIOCANAL shall be entitled to seek the remedies of injunction, specific performance and other equitable relief, for any threatened or actual breach of any of the provisions of this Anti-Piracy Requirement document.

Indemnification: Without limitation to and in addition to any other grant of indemnity provided by Distributor and Laboratory to STUDIOCANAL elsewhere in the Distribution Agreement or otherwise, Distributor and Laboratory agree to defend, indemnify and hold harmless STUDIOCANAL, its parents, subsidiaries, affiliates and their respective directors, officers, members, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any misrepresentation or any non-compliance with the terms and conditions of this Anti-Piracy Requirement document; and (b) any claims brought by third parties arising from or related to Distributor's and Laboratory's access to and use of the Picture.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Distribution Agreement to which this notice is attached.

Agreed to and confirmed

\_\_\_\_\_ (**Distributor**)  
By: \_\_\_\_\_

Read and agreed by STUDIOCANAL  
\_\_\_\_\_

\_\_\_\_\_ (**Laboratory**)  
By: \_\_\_\_\_

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Agreement with CESKA TELEVIZE

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**STANDARD TERMS**

**1.- LICENSED RIGHTS AND RESERVED RIGHTS**

**1.1- Grant:** Subject to the terms of this Agreement, Licensor exclusively licenses to Distributor only the specific Licensed Rights in the Picture during the Term throughout the Territory as set forth in the Deal Terms. The Picture is only licensed in linear form for viewing from beginning to end. In exercising any Licensed Right, Distributor may only exploit the Picture: (i) for reception on the Receiving Devices via the Permitted Distribution Systems (ii) in the Authorized Language(s) Version in a dubbed and/or subtitled version as specified in the Deal Terms; (iii) by means of the authorized Format(s) specified in the Deal Terms; (iv) for the authorized Telecast(s) or Playdate(s) specified in the Deal Terms. All Rights not expressly licensed to Distributor are Reserved Rights, even if not expressly checked in the Deal Terms. The extent of each of the Licensed Rights and Reserved Rights is defined in the attached Schedule of Definitions. Notwithstanding anything to the contrary set forth herein, the Licensed Rights shall not vest in Distributor, unless and until Distributor has paid the full amount of the License Fee to Licensor as and when requested hereunder. However, until then, Distributor shall be solely responsible of any damage which would occur to the materials delivered by Licensor.

**1.2- Terminology:** The inclusion of provisions in this Agreement for any Rights not specifically licensed to Distributor in the Deal Terms is for ease of drafting only. Their inclusion does not grant to Distributor explicitly or by implication any Rights not specifically licensed in the Deal Terms.

**1.3- Reservation:** Licensor reserves all the specific Reserved Rights in the Deal Terms and all other rights in the Picture not expressly licensed to Distributor. Licensor may exploit them as Licensor sees fit without restriction, except as otherwise expressly provided in this Agreement.

**2.- ADVERTISING AND BILLING**

**2.1- Licensor's Requirements:** Licensor will timely provide Distributor or make available through Studiocanal's extranet with a list of all required screen credits (if not already contained in the Picture), paid advertising, publicity and promotional requirements, name & likeness restrictions, requirements for use of any trademark or logo. Distributor will comply with all of these requirements at all times after their receipt. Upon Licensor's request Distributor will promptly submit to Licensor all advertising materials used by Distributor so that Licensor can determine whether these requirements are being met.

**2.2- Distributor's Rights:** Subject to Licensor's requirements and the provisions of this Agreement, Distributor will have the non-exclusive right at its sole expense to: (i) advertise, publicize, and promote the broadcast of the Picture and/or Distributor's broadcasting on the Authorized Channel(s) and by any media in the Territory only subject to no further consideration. Distributor shall have the right to use excerpts of the Picture for advertising purposes of the broadcast of the Picture on the Authorized Channel(s) provided that no such excerpts shall exceed three (3) minutes in length; (ii) include in all such advertising, promotion or publicity the name, voice, and likeness of any person who has rendered services on the Picture but not as an endorsement for any product or service other than the Picture. Licensor shall be authorized to include sponsorship messages before or after the Program in conformity with the applicable laws of the Territory, provided that Distributor (i) ensure that neither the Pictures nor any of their elements are associated with such sponsorship messages in such a manner as to constitute direct endorsement or sponsorship of any brand, company or product; and (iii) ensure that no advertising interferes with the Pictures in a way not consistent with French droit moral

**2.3- Limitations:** In exercising these rights Distributor may not: (i) change the title of the Picture without Licensor's prior written approval; (ii) alter or delete any credit, logo, copyright notice or trademark notice appearing on the Picture; (iii) include any advertisements or other material in the Picture an approved anti-piracy warning as provided in article 13 or commercials for a Picture exploited on Free TV as provided in paragraph 9.4., (iv) use the music contained in the Picture out of context and/or desynchronized.

**2.4- Liability:** Failure to comply with the provisions of this paragraph 2 may subject Distributor to liability to Licensor or to liability to third parties due to agreements concerning credits between Licensor and such third parties.

**3.- DUBBING, SUBTITLING AND EDITING**

**3.1- Licensor's Requirements:** Licensor will timely provide Distributor with any dubbing, subtitling or editing requirements applicable to the Picture if necessary. Distributor will comply with all these requirements in

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creating an authorized dubbed, subtitled or edited version of the Picture. Except as expressly provided in this Agreement, the Picture as supplied by Licensor will be exhibited in their original continuity, without alteration, interpolation, cut or elimination.

**3.2- Distributor's Rights:** Subject to Licensor's requirements and the provisions of this Agreement, Distributor will have the non-exclusive right at its sole expense and after consultation with Licensor to: (i) dub the Picture but only in the Authorized Language(s) Version and only if expressly so authorized in the Deal Terms; (ii) subtitle the Picture but only in the Authorized Language(s) Version and only if expressly so authorized in the Deal Terms. Any other cutting, editing, and modification of any kind of the Picture will require Licensor's prior written approval, including (but not limited to) to meet censorship requirements (and then only in accordance with Licensor's standard censorship rider).

**3.3- Limitations:** In exercising these rights, Distributor may not: (i) alter or delete any credit, logo, copyright notice or trademark notice appearing on any Picture; (ii) include any advertisements or other material in any Picture other than an approved anti-piracy warning as provided in article 13 or commercials for a Picture exploited on Free TV as provided in paragraph 9.4.

**3.4- Liability:** Failure to comply with the provisions of this article 3 may subject Distributor to liability to Licensor or to liability to third parties due to agreements concerning dubbing, subtitling or editing between Licensor and such third parties.

#### **4.- TERRITORY**

**4.1- General:** The Territory means only the countries listed in the Deal Terms but only as their political borders exist on the date of this Agreement. The Territory excludes foreign countries' embassies, military and governmental installations, oil rigs and marine installations, airlines-in-flight and ships-at-sea located within the Territory.

**4.2- Exclusion:** In exploiting the Free TV, Pay TV, PPV or Nvod Licensed Rights, the Territory also excludes the countries' non-contiguous territories and possessions as well as military and governmental installations, oil rigs and other marine installations, and embassies flying the flag of any country in the Territory.

**4.3- Overspill:** Notwithstanding anything to the contrary, Licensor acknowledges that where the Picture is transmitted by satellite for reception in the Territory, such transmissions may extend beyond the Territory due to inherent capability of satellites to beam down signals which are not confined to territorial boundaries and when the Picture is transmitted through the Internet or similar on-line network for Broadcast and/or reception in the Territory, there is a possibility that such transmission may be capable of Broadcast and/or reception outside of the Territory ("Overspill"). Licensor agrees that any temporary or inadvertent Overspill shall not constitute a breach of this Agreement provided that (i) the transmission of a Picture by satellite is securely encrypted so that reception outside the Territory other than by means of an authorized decoding card or equivalent equipment is precluded and technology safeguards and effective state-of-the-art Industry standard digital rights management ("DRM") to prevent unauthorized Broadcast, copying or retransmission of the Picture consistent with article 6.2 of the Deal Terms are in place, (ii) such Overspill is the result of (a) unanticipated and inadvertent failure of the appropriate and required security measures or (b) the ability of a limited number of technologically advanced individuals (i.e. "hackers") to circumvent the applicable security, copy protection and Geo-Filtering technologies used and (ii) in each case, Distributor shall make its best efforts once such overspill and circumvention are discovered to cease or prevent such circumvention from resulting in further access by or exhibition to any unauthorized viewers. In any case, Distributor shall not seek viewers for the Picture outside the Territory nor permit the Picture to be available to viewers outside the Territory.

Likewise, Licensor does not grant exclusivity protection against any temporary or inadvertent Overspill in the Territory of a broadcast or Simultaneous Retransmission of the Picture originating outside the Territory, whether terrestrial, cable or satellite. Distributor acknowledges that any such Overspill shall not constitute a breach of this Agreement.

#### **5.- EXPLOITATION PERIODS**

**5.1- Term:** The "Term" for the Picture will start and end on the dates set forth in the Deal Terms except: (i) in case of any extension per article 11; (ii) in case of any early termination per articles 11 or 12. Distributor will not authorize any exploitation of any Licensed Right in the Picture after the Term.



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**5.2- Distributor "Holdbacks":** Where the Deal Terms indicate a "Holdback" on any Licensed Right granted to Distributor, then during that Holdback period Distributor may not exercise or authorize the exercise in the Territory of that Licensed Right.

**5.3- Licensor "Holdbacks":** Where the Deal Terms indicate a "Holdback" on any of Licensor's Reserved Rights, then during that Holdback period Licensor may not exercise or authorize the exercise in the Territory of that Reserved Right. However, Licensor may enter into agreements at any time authorizing the exercise of such Reserved Right after the expiration of the Holdback period.

**6.- ROYALTY INCOME:** All amounts collected by any collecting society, authors' rights organization, performing rights society or governmental agency that are payable to authors, producers, performers or other Persons and that arise from royalties, compulsory licenses, income derived from secondary broadcast (simultaneous, unaltered and unabridged retransmission by a cable, microwave or telephone system for reception by the public of an initial transmission, by wire or over the air, including by satellite, of the Picture intended for reception by the public), tax rebates, exhibition surcharges, levies on blank Videograms or hardware, rental or lending royalties, or the like, will as between Licensor and Distributor be the sole property of Licensor. By way of illustration but not limitation, this will apply to such amounts arising from royalties collected by AGICOA or any similar organization from cable retransmissions of television programs, and from collections by music performing or mechanical rights societies. Licensor has the sole right to apply for and collect all these amounts. If any of them are paid to Distributor, then Distributor will immediately remit them to Licensor with an appropriate statement identifying the payment.

**7.- PAYMENT REQUIREMENTS**

**7.1- Timely Payment:** Distributor will make payments to Licensor in the manner and sequence specified in the Deal Terms. Timely payment is of the essence of this Agreement and is an express condition to Distributor's continued exercise of any Licensed Rights in the Picture. Payment will only be considered made when Licensor has immediate and unencumbered use of funds in the required currency in the full amount due. Distributor will use diligent efforts to timely obtain all governmental permits necessary to make all payments to Licensor.

**7.2- License Fee:** The "License Fee" is the sum payable to Licensor against Licensor's grant of Rights to the Picture as indicated in the Deal Terms. The License Fee is non-returnable. The License Fee stated in the Deal Terms is a minimum net sum and no taxes or charges of any sort may be deducted from it.

**7.3- Limitation On Deductions:** There will be no deductions from any payments due Licensor because of any bank charges, withholding taxes, conversion costs, sales use or VAT taxes, "contingents", quotas or any other taxes levies or charges unless separately agreed to in writing by Licensor. No remittance taxes of any sort may be deducted from the License Fee. If Distributor is legally required to pay any remittance taxes on any amounts due Licensor other than the License Fee, then Distributor will provide Licensor with all necessary documentation indicating Distributor's payment of the agreed amount on Licensor's behalf before deducting Distributor's payment from any sums due Licensor.

**7.4- Blocked Funds:** If it is legally impossible to transmit any monies due to Licensor, then Distributor will immediately so notify Licensor. Distributor will then deposit such monies in Licensor's name, but at Distributor's expense, in a suitable depository designated by Licensor.

**7.5- Finance Charge On Late Payments:** If Licensor does not receive any payment on the date it was due, then, in addition to any other right or remedy, Licensor may assess a finance charge on such late payment at the lesser of two (2) percentage points over the then current advertised prime rate on the date payment was due at Licensor's lead bank or the highest applicable legal contract rate. A finance charge, if made, will be retroactive to the date payment was due and will continue until payment in full.

**7.6- Exchange Provisions, Payment:** All payments to Licensor will be in United States Dollars or such other freely transmittable currency as Licensor may designate, which the parties agree may not be the currency of the Territory. All payments due Licensor will be computed at the prevailing exchange rate on the date due at a bank designated by Licensor promptly after execution of this Agreement, or, if no bank is designated, the official government rate in the country of the currency. The parties agree that the risk of devaluation of the United States Dollar or other currency selected by Licensor against the currency of the Territory will be Licensor's sole risk; and the risk of the devaluation of the currency of the Territory against the United States Dollar or other currency designated by Licensor will be Distributor's sole risk. For a late payment, Licensor will be entitled to the most favorable exchange rate between the due date and the payment date.

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**7.7- Exchange Provisions:** Distributor will calculate the License Fee solely in the currency of the Territory. Where any such payments are not made in the currency of the Territory, they will be converted to the currency of the Territory using the exchange rate applicable on the date the License Fee was received by Licensor.

**7.8- Documentation:** Where, under the Laws of any country in the Territory, Distributor is required to make any registration or filing or to obtain any permits or clearances with respect to the exploitation of any Licensed Rights in the Picture, or to make any payments to Licensor, then, after first obtaining Licensor's written approval, Distributor will use all best efforts to do so promptly at its expense. Distributor will provide Licensor with copies of all documents indicating full compliance with such requirements.

**8.- DELIVERY AND RETURN**

**8.1-** Licensor or its designee(s) will send Distributor an invoice setting forth the cost Ex Works 2010 for delivery of the approved Materials. After payment to Licensor of the cost set forth in said invoice, and subject to payment of any sums due by Distributor pursuant to the Deal Terms, Licensor shall deliver the Materials to Distributor ("Delivery") in accordance with the specifications of the Delivery Schedule as set forth in Exhibit "D". Delivery of advertising materials, accessories and trailer shall be strictly subject to their availability, and delivery of such materials shall not be deemed essential or a prerequisite to release of the Picture. In the event that Distributor shall fail to notify timely Licensor the Materials it requires, or having so notified Licensor, if Distributor fails to make timely payment of the cost thereof as provided hereinabove, Licensor shall have the right in its sole discretion and in addition to any other rights and remedies of Licensor, to determine the Materials and to deliver the Materials to its forwarding agent or to a common carrier for shipment to Distributor on a Cash On Delivery basis. Distributor's failure to take delivery of and make payment for said Materials in a timely fashion shall be deemed a material breach of this Agreement.

**8.2- Evaluation of Physical Materials:** All Materials will be considered technically satisfactory for the manufacture of first-class preprint and exploitation materials if Distributor does not notify Licensor otherwise within thirty (30) days after their Delivery. If Distributor so notifies Licensor, the Distributor will if Licensor elects immediately return to Licensor any Materials which Distributor claims are defective. If Distributor's notice is accurate, then Licensor will, at its election, either: (i) timely correct any defects or deliver new Materials; or (ii) exercise its rights of suspension or withdrawal pursuant to Article 11. Acceptance of Delivery is based on technical objective standard without regards to question of commercial or artistic merit.

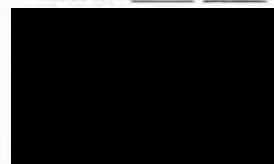
**8.3- Ownership:** Legal ownership of all Delivery Materials will remain with Licensor subject to Distributor's right to use such Delivery Materials under this Agreement. Distributor will exercise due care in safeguarding all Materials and will assume all risk for theft or damage while they are in Distributor's possession.

**8.4- Distributor Created Materials:** Licensor and its designees will at all times have unimpeded and free access to all alternate language tracks, subtitled, dubbed and parallel tracks versions, masters, advertising and promotional materials, artwork, added value material and all other materials created by Distributor pursuant to this Agreement ("Distributor's Created Materials"). Distributor will promptly notify Licensor of each person responsible for preparing any Distributor's Created Materials for the Picture and of each laboratory or facility where they are located. Within ten (10) business days after completion of any Distributor's Created Materials Distributor will provide Licensor with immediate unrestricted free access to them and corresponding signed laboratory access letters. Licensor will pay Distributor promptly on request for the actual costs of duplication and shipping to Licensor of any Distributor's Created Material, and if applicable, any reuse fee for their use. Distributor assigns to Licensor, and Licensor immediately becomes the owner of the worldwide copyright in all Distributor's Created Materials, subject to a non-exclusive free license in favor of Distributor and its licensees to use them during the Term solely for exploitation of the Licensed Rights. If such ownership is not allowed under the Laws of the Territory, then Distributor grant Licensor a non-exclusive free license to use such Distributor's Created Materials worldwide in perpetuity without restriction. Distributor shall execute such documents and instruments requested by Licensor to effect Licensor's ownership or license of such Distributor's Created Materials.

**8.5- Return of Materials:** Upon termination of this Agreement for the Picture, Distributor at its expenses will at Licensor's election either: (i) return all Delivery Materials and Distributor's Created Materials to Licensor or any third party designated by Licensor; or (ii) destroy all Delivery Materials and Distributor's Created Materials and provide Licensor with a customary certificate of destruction.

**9.- TELEVISION EXPLOITATION OBLIGATIONS**

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**9.1- General:** In exploiting the Television Licensed Rights, Distributor will abide by the following exploitation requirements in addition (i) to any of the exploitation requirements in this Agreement and (ii) to the condition precedent set forth in paragraph 7.2 of the Deal Terms. In the event a performing or author's right society attempts to collect royalties further to the exploitation of the Television Rights to the Picture in the Territory, then Distributor will be solely responsible for such royalties.

**9.2- Release Obligations:** In releasing the Picture on Television Distributor will:

- (i) Not exploit or authorize exploitation of any telecasting or other exploitation of the Picture on Pay TV or Free TV or PPV or NVOD before the end of the Holdback Period specified in the Deal Terms with respect to the specified Licensed Right;
- (ii) Not discriminate against the Picture or use the Picture to secure more advantageous terms for any other picture, product or service;
- (iii) Notify Licensor in advance of the time and place of the expected first Pay TV telecast, the expected first Free TV telecast, the expected first PPV exploitation and the expected first NVOD exploitation of the Picture in the Territory;
- (iv) Not authorize the Picture to be transmitted by any form of Pay TV from or within the Territory in any form other than an encoded or encrypted form; and
- (v) Not authorize the Picture to be telecast by any form of Free TV, or Pay TV transmission or PPV transmission, or NVOD transmission, whether or not encoded, from within the Territory which is primarily intended for reception outside the Territory or which is capable of reception, whether or not by means of retransmission or decoding devices.

**9.3- Usage Reports:** Upon Licensor's request, Distributor will promptly provide Licensor with the following information: (1) the title of the Picture in the Authorized Language Version used for each telecast of the Picture; (2) each person responsible for preparing any dubbed or subtitled versions of the Picture; (3) each laboratory holding any dubbed or subtitled tracks for the Picture; and (4) the time, place and telecaster of each telecast of the Picture, including all Telecasts and playdates, since the last notice to Licensor.

**9.4- Commercials:** If Free TV Rights are licensed, then Distributor may insert commercial announcements within the Picture at those points designated by Licensor for such purpose but solely with respect to such Free TV exploitation. Distributor will require each broadcaster to televise all credits, trademarks, copyright notices, tradenames and other symbols of the Picture appearing on the Materials furnished by Licensor, including but not limited to Licensor's logo.

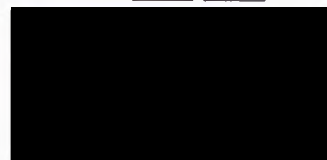
## **10.- MUSIC**

**10.1 Cue Sheets:** To the extent required and available, Licensor will supply Distributor promptly after Delivery with available music cue sheets listing the composer, lyricist and publisher of all music embodied in the Picture. Distributor will as necessary promptly file with the appropriate governmental agency or music rights society in the Territory a copy of the music cue sheets supplied with Licensor without making any changes in them.

**10.2- Synchronization Royalties:** Licensor will be responsible for acquiring all rights necessary to synchronize the music contained in the Picture on its original negative and on all copies exploited by Distributor. Licensor represents and warrants to Distributor that such will be sufficient to allow exploitation of the music synchronization rights in all music embodied in the Picture throughout the Territory for the entire Term. Licensor will be solely responsible for paying all royalties or charges incurred in obtaining and maintaining such synchronization licenses in effect for the Term, and Licensor will hold Distributor harmless from any payments in this regard.

**10.3- Performance Royalties:** With respect to each musical composition contained in the Picture, Licensor represents and warrants to Distributor that the performing rights in such musical compositions are: (i) in the public domain in the Territory; or (ii) controlled by Licensor sufficient to allow Distributor to exploit all of the Licensed Rights without the necessity of any additional payment; or (iii) available by license from the local music performing rights society in the Territory affiliated with the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Inc. (SESAC), MCPS-PRS, SACEM/SDRM or any equivalent. With regard to any musical compositions in category (iii), Licensor will have no obligations with regard to such musical compositions, and Licensor's representations, warranties and indemnities will not apply to them.

**10.4- Mechanical Royalties:** The parties acknowledge that a mechanical, performing or author's right society in the Territory may attempt to collect royalties attributable to the broadcast of the Picture. Such royalties may be called "mechanical", "performance", or "synchronization" royalties, or some similar designation.





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To the extent that payment of such royalties is not included in Licensor's world-wide synchronization license, as provided in paragraph 10.2, then Distributor will be solely responsible for such royalties.

**10.5- Publishing Royalties:** As between Licensor and Distributor, Licensor will be solely entitled to collect and retain the publisher's share of any music royalties arising from Distributor's exploitation of the Picture.

## **11.- SUSPENSION AND WITHDRAWAL**

**11.1- Licensor's Right:** Licensor may in its absolute discretion suspend Delivery or exploitation of the Picture or withdraw the Picture: (a) if Licensor determines that its continued exploitation might infringe the rights of others, violate any applicable law, court order or government regulation then binding, or subject Licensor to any liability; (b) if Licensor determines that its Materials are unsuitable for the manufacture of first class commercial quality prints or other exploitation materials; or (c) due to Force Majeure.

**11.2- Effect Of Suspension:** Distributor will not be entitled to claim any damages or lost profits for any suspension. Instead, the Term will be extended for the length of each suspension. If any suspension lasts more than three (3) consecutive months, then either party may terminate this Agreement on ten (10) days' notice, in which case the Picture will be treated as provided in paragraph 11.3.

**11.3- Effect Of Withdrawal:** If the Picture is withdrawn or this Agreement is terminated after a period of suspension, then Licensor may either substitute a mutually satisfactory Picture of like quality, or refund an equitable portion of any unrecouped payments made by Distributor to Licensor (calculated on a pro rata temporis basis). Distributor's sole remedy will be to receive this substitute or refund. In no case may Distributor collect any "lost profits" or other damages.

**11.4- "Force Majeure":** "Force Majeure" means any fire, flood, earthquake, or public disaster; strike, labor dispute or unrest; unavailability of any major talent committed to the Picture; unavoidable accident; breakdown of electrical or sound equipment; failure to perform or delay by any laboratory or supplier; delay or lack of transportation; embargo, riot, war, insurrection or civil unrest; any Act of God including inclement weather; any act of legally constituted authority; or any other cause beyond the reasonable control of Licensor.

## **12.- DEFAULT AND TERMINATION**

**12.1- Distributor's Default:** Distributor will default if: (i) Distributor becomes insolvent or fails to pay its debts when due; (ii) Distributor makes any assignment for the benefit of creditors, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or suffers a petition of bankruptcy to be filed against it or a receiver or trustee appointed for substantially all of its assets, and such is not removed within thirty (30) days; (iii) Distributor breaches any material term, covenant, or condition of this Agreement or any other agreement between Licensor and Distributor; (iv) any of Distributor's Affiliated Companies breaches any material term, covenant or condition of any other Agreement with Licensor; or (v) Distributor attempts to make any assignment, transfer, or sublicense of this Agreement or any of the Licensed Rights without first obtaining Licensor's consent as required by article 17.

**12.2- Notice To Distributor:** Licensor will give Distributor written notice of any claimed default. If the default is incapable of cure, then Distributor will be in default immediately upon receipt of Licensor's notice. If the default is capable of cure, then Distributor will have ten (10) days after its receipt to cure any monetary default, and twenty (20) days after its receipt to cure any non-monetary default. If the default is incapable of cure, or if Distributor fails to cure within the times provided, then Licensor in addition to any other rights or remedies may terminate this Agreement as to any or all Pictures licensed, retroactive to the date of default. In case of termination, all Licensed Rights in the Picture shall automatically revert to Licensor (and Licensor may exploit those Licensed Rights freely) and Licensor shall be entitled to retain all sums already paid to Licensor in respect of the Picture, and in the event Distributor has made any payment by means of a documentary credit which Licensor has negotiated at the time of the termination of this Agreement, then upon such termination Licensor shall have the right to negotiate said documentary credit and to retain all sums payable to Licensor thereunder. Licensor may also proceed against Distributor for legal and equitable relief, including suspending delivery of any Picture(s) and declaring all unpaid amounts due Licensor immediately due and payable.

**12.3- Licensor's Default:** Licensor will default if Licensor breaches any material term, covenant, or condition of this Agreement. Any default by Licensor is limited to the particular Picture to which a default applies. No default as to one Picture will be a default as to any other Picture, nor will a default by Licensor as to any one agreement be a default as to any other agreement with respect to any picture.

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**12.4- Notice To Licensor:** Distributor will promptly give Licensor written notice of any claimed default. Licensor will have twenty (20) days after its receipt to commence and diligently pursue cure of such default. Only if Licensor fails to do so, may Distributor proceed against Licensor for available relief.

**13.- ANTI-PIRACY PROVISIONS/SECURITY**

**13.1- Notice Requirements:** Distributor will include in each copy of the Picture distributed under its authority the copyright notice and anti-piracy warning supplied by Licensor. A "copy" of a Picture includes all negatives, masters, prints, cassettes, tapes, or discs of the Picture delivered to telecasters.

**13.2- Copyright Notice:** Unless otherwise indicated by Licensor, the copyright notice on each copy of each Picture must read exactly as follows:

Copyright (c) [year date of first release] [Licensor's name]  
All Rights Reserved

**13.3- Basic Anti-Piracy Warning:** The anti-piracy warning on each copy of each Picture must read substantially as follows:

**WARNING**

THIS MOTION PICTURE IS PROTECTED BY LAW.

Any unauthorized copying, hiring, lending, distribution, exporting, importing, dissemination, exhibition or public performance is prohibited by law. Violators will be subject to investigation by the FBI, Interpol and other police agencies and to criminal prosecution, civil penalties, or both.

**13.4- Enforcement:** Distributor will take all reasonable steps necessary to protect the copyright in the Picture to prevent piracy. Licensor may participate in any anti-piracy action using counsel of its choice. Licensor's expenses will be reimbursed from any recovery in equal proportion with Distributor's expenses. If Distributor fails to take necessary anti-piracy action, Licensor may, but will not be obligated to, take such action in Licensor's or Distributor's name, with all recoveries belonging to Licensor.

**13.5- New Technology:** If during the Term new technology in use in the Territory inhibits the unauthorized duplication of copies of a picture, interferes with the reception of television signals without use of an authorized decoding device, or otherwise provides protection against the unauthorized duplication, distribution, or public performance of copies of a picture, then Distributor will reasonably apply such technology to all copies of the Picture manufactured, distributed or publicly performed under its authority. Distributor may deduct the cost of so doing as a Recoupable Distribution Cost after first obtaining Licensor's reasonable approval.

**13.6- No Warranty Against Piracy:** Licensor and Distributor acknowledge that it is in their mutual best interest to prevent piracy of the Picture in the Territory. Licensor has informed Distributor of any act of piracy of the Picture in the Territory of which Licensor is aware, and such information has been considered in determining the License Fee. Distributor has also taken all necessary steps to inform itself of any piracy of the Picture in the Territory before executing this Agreement. No piracy of the Picture, whether occurring before or after the execution of this Agreement, will allow Distributor to terminate this Agreement or reduce any amounts due Licensor. However, Licensor will cooperate with Distributor in seeking to prevent or remedy any such act of piracy.

**13.7 - Protection of Transmission:** Distributor shall ensure that the transmission facilities shall be of first-class technical quality, and Distributor 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 non-subscribers and unauthorized persons from receiving, and to prevent all persons from duplicating and retransmitting the Picture or part thereof. Licensor may encode or embed the materials with any technology generally utilized in the television industry that would prevent copying or duplicating by recipients of the Picture on Television and related information pertaining to copy protection and control that is intended to be ultimately readable by and/or affect consumer electronic equipment. Upon Licensor's request, Distributor shall provide Licensor with all information evidencing the implementation of any technology for the purpose of enforcing the provisions hereunder.

**14.- LICENSOR'S WARRANTIES:**

Licensor represents and warrants to Distributor:

**14.1-** Licensor has full authority and ability to enter into and completely perform this Agreement and to license all Licensed Rights to Distributor. Licensor has not and will not undertake any action which might impair

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those Rights. There are no existing or threatened claims or litigation which would adversely affect or impair any of the Licensed Rights.

**14.2-** Licensor has not licensed, encumbered or assigned and will not license, encumber or assign any Licensed Rights in the Picture to any other person in the Territory during the Term, which will interfere with or compete with the Rights granted to Distributor.

**14.3-** To the best of Licensor's knowledge, no element of the Picture, nor the Picture itself, nor the exercise of any Licensed Rights in the Picture does or will: (i) defame any third party; or (ii) infringe any copyright, trademark, right of ideas, patent, or any other property right of any third party.

### **15.- DISTRIBUTOR'S WARRANTIES**

Distributor represents and warrants to Licensor:

**15.1-** Distributor has full authority and ability to enter into and completely perform this Agreement. Distributor has not and will not undertake any action which might impair Licensor's rights under this Agreement. There are no existing or threatened claims or litigation which would adversely affect or impair Distributor's ability to completely perform under this Agreement.

**15.2-** Distributor will honor all restrictions on the exercise of the Licensed Rights or any other rights granted in this Agreement as such restrictions may be duly given to Distributor by Licensor in conformity with this Agreement. Distributor will not exploit any Reserved Rights in the Picture or any other rights not specifically licensed to Distributor in this Agreement, nor will Distributor exploit the Picture outside the Territory or after the Term.

**15.3-** In case of any assignment of this Agreement pursuant to article 17, Distributor makes the following additional representations and warranties to Licensor:

(i) As a condition to the effectiveness of such assignment the assignee can and will make all of the representations and warranties set forth in paragraph 15.1 directly to Licensor as if such Assignee executed this Agreement directly with Licensor.

(ii) If such assignee breaches any of those representations and warranties, then Licensor, in addition to any right or remedies it may have against such assignee, may proceed directly against Distributor for such breach without first proceeding against such assignee or exhausting any of Licensor's rights or remedies against such assignee.

### **16.- INDEMNITIES**

**16.1- Licensor's Indemnities.** Licensor will indemnify and hold harmless Distributor (including its officers, directors, partners, owners, shareholders, employees and agents) against all damages, losses, claims and expenses (including reasonable attorneys' fees) and liabilities due to Licensor's breach of any of its obligations, representations or warranties set out in this Agreement. Licensor will remain responsible for honoring Licensor's indemnities despite any assignment or sublicense pursuant to article 17. Where Licensor is acting as an agent, these indemnities will be deemed made directly by Licensor's principal to Distributor, and Distributor will look only to such principal to honor such indemnities with regard to the principal's representations and warranties.

**16.2- Distributor's Indemnities.** Distributor will indemnify and hold harmless Licensor (including its officers, directors, partners, owners, shareholders, employees and agents) against all damages, losses, claims and expenses (including reasonable attorneys' fees) and liabilities due to Distributor's failure to abide by any restriction on the exercise of any rights granted to it or for breach of any of Distributor's obligations, representations or warranties set out in this Agreement. Distributor will remain responsible for honoring Distributor's indemnities despite any assignment or sublicense pursuant to article 17.

**16.3- Limitation:** Each Party may only seek to recover direct damages occasioned by any material breach of this Agreement. Each Party waives any right to seek special, consequential or punitive damages, including "lost profits" from any breach, provided that nothing in this Agreement shall limit Distributor's obligation to indemnify Licensor for all damages suffered by Licensor as a result of the exploitation by Distributor (or by any authorized subdistributor, agent or assignee) of Rights in the Picture not licensed hereunder, outside of the Territory, or before or after the Term, including, without limitation, "lost profits" and/or consequential damages.

### **17.- ASSIGNMENT AND SUBLICENSING**

**17.1- Distributor's Limitations:** This Agreement is personal to Distributor. Except as provided in paragraph 17.2, Distributor may not assign or transfer this Agreement, or sublicense or use an agent to exploit any

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of the Rights granted to Distributor, whether voluntarily or involuntarily, without the prior written consent of Licensor which may be withheld in Licensor's sole discretion. An assignment or transfer or a controlling interest in Distributor's capital stock or other evidence of ownership will be deemed an assignment, transfer or sublicense for which Licensor's consent must be first obtained. If Licensor does consent to any assignment, transfer, sublicense or agent then this Agreement will be binding on such authorized assignee, transferee, subdistributor or agent but will not release Distributor of any of its obligations under this Agreement.

**17.2- Exception:** Distributor may transfer or assign this Agreement to any wholly owned subsidiary or to any affiliated company which is wholly owned by any company which wholly owns Distributor provided that prompt notice of assignment is given to Licensor. In that case, all references to "Distributor" in this Agreement will include such subsidiary or affiliated company, provided that Distributor timely notify Licensor such transfer or assignment.

**17.3- Licensor's Rights:** Licensor may freely assign, transfer or sublicense any of its rights under this Agreement, but no such assignment, transfer or sublicense will relieve Licensor to its obligations under this Agreement, unless it is to a company which acquires all or substantially all of Licensor's assets.

**17.4- Licensor's Assignment For Financing Purposes.** If Licensor elects to assign or pledge this Agreement or Licensor's right to receive any payment to a lender or other person as security for or in consideration or any loan or other obligation, then Distributor will promptly on request execute a reasonable and customary standard form Notice of Collateral Assignment, Agreement And Charge, or similar document as necessary to establish or perfect the lender's interest or secure its rights. Distributor agrees to abide by consistent written instructions from Licensor and such lender with regard to making any payments otherwise due Licensor to such lender. Distributor agrees not to assert any offset rights against such lender or to assert any rights it may have against Licensor to delay or diminish the payment of any sums assigned or pledged to such lender, but instead to treat such offsets or rights as a separate and unrelated matter solely between Licensor and Distributor.

## **18.- MISCELLANEOUS PROVISIONS**

**18.1- Separability:** In case of any conflicts between any term of this Agreement and any material law, ordinance, rule or regulation, the latter will prevail. In case the invalid or illegal provision was a material part of the consideration for a Party to enter into this Agreement, upon request both Parties will negotiate in good faith in an attempt to modify this Agreement to comply with the applicable law, ordinance, rule or regulation and to maintain the original intent of the Parties as closely as possible, failure of which shall not be a cause sufficient to terminate the Agreement.

**18.2- No Waiver:** No waiver of any breach will be a waiver of any other breach of the same or any other provision. No waiver is effective unless in writing. The exercise of any right will not be deemed a waiver of any other right or of any default of the other party.

**18.3- Remedies Cumulative:** All remedies are cumulative, and resort to one will not preclude resort to any other at any time.

**18.4- Notices:** All notices will be sent to the parties at the addresses specified on the Cover Page, either by telecopy/fax, first class mail, postage prepaid or e-mail. Either party may change its place for notice by like notice. Notice sent by e-mail will be effective when the sender receives an acknowledgement showing receipt by the recipient. A notice of default or termination sent by fax or e-mail must be accompanied by a notice sent by non-electronic means to be effective.

**18.5- Entire Agreement:** This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes all previous written or oral negotiations, understandings or representations between the parties regarding its subject matter, if any. Each party expressly waives in favor of the other any right to rely on such negotiations understandings or representations, if any.

**18.6- Modification:** No modification or amendment of this Agreement will be effective unless in writing, signed by both parties.

**18.7- Captions:** Captions and Paragraph headings are for convenience only.

**18.8- Terminology:** As used in the Agreement "and" means all of the possibilities "or" means any or all of the possibilities in any combination, and "either...or" means only one of the possibilities. "Including" means "including without limitation".

**18.9- E-Commerce:** No record relating to this Agreement, including this Agreement itself or any notice, may be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation or transmission.

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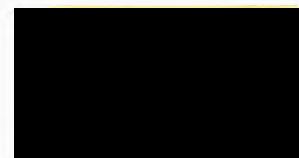
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**18.10- Applicable law:** This Agreement shall be construed, interpreted and enforced in accordance with the laws France for the adjudication of any dispute between Licensor and Distributor pertaining to this Agreement or the alleged breach of any provision hereof, and further agree that the mailing to either party of any court process or other papers in connection with the adjudication of any such dispute, by certified or registered mail, return receipt requested, at such party's address set forth herein, shall be good and sufficient service of such papers and of the same force and effect as if such papers had been personally served on such party in said country.

**18.11- Arbitration:** In the event of any dispute, Licensor retains the option either to initiate arbitration against Distributor under the Rules for International Arbitration of the Independent Film & Television Alliance in effect when the notice of arbitration is filed (the "IFTA Rules") (and Distributor hereby agrees to such arbitration in that case), or to initiate an action directly before the national courts of Distributor's jurisdiction without proceeding first to IFTA arbitration. If Licensor elects the second option, Distributor shall be entitled to raise any and all defences or counterclaims against Licensor in such national court proceedings. In all other cases, Distributor agrees that any action it brings under this Agreement shall be initiated exclusively pursuant to IFTA arbitration rules. Unless otherwise specified, the forum for any arbitration under this Agreement shall be Los Angeles County, California.



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## SCHEDULE OF DEFINITIONS

### A. Television Rights definitions

**Television** means all forms of Free TV, Pay TV, PPV and NVOD exploitation of a Motion Picture, which shall be always subject to paragraph 6.2 of the Deal Terms, notwithstanding the definitions below:

**PPV (or "Pay Per View")** means Non Residential Pay Per View and Residential Pay Per View exploitation of a Motion Picture. Pay Per View does not include any form of Pay TV or Free TV or On Demand.

**Non Residential PayPerView** means the Broadcast of a Motion Picture Copy by means of an encoded signal for television reception in hotels or similar temporary living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Motion Picture at a time designated by the broadcaster for each viewing.

**Residential Pay Per View** means the broadcast of a Motion Picture Copy by means of an encoded signal for television reception in homes or similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Motion Picture at a time designated by the broadcaster for each viewing.

**NVOD (or "Near Video On Demand" or "Near-Demand View")** means multiple regularly scheduled transmissions in a short time period over related transmission facilities of a Motion Picture Copy by means of an encoded signal for television reception in homes and similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the Motion Picture at one of the scheduled transmission times selected by the viewer for each viewing.

**Pay TV** means Terrestrial Pay TV, Cable Pay TV and Satellite Pay TV exploitation of a Motion Picture. Pay TV does not include any form of PPV, NVOD.

**Terrestrial Pay TV** means over-the-air broadcast of a Motion Picture Copy by means of encoded Hertzian waves for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Motion Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Motion Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Cable Pay TV** means an originating transmission of a Motion Picture Copy by means of an encoded signal over cable for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that transmits the Motion Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Motion Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Satellite Pay TV** means the uplink broadcast of a Motion Picture Copy by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes for television viewing located in the immediate vicinity of the reception dishes where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Motion Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Motion Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Free TV** means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a Motion Picture. Free TV does not include any form of Pay TV, PPV, NOVD.

**Terrestrial Free TV** means over-the-air broadcast by Hertzian waves of a Motion Picture Copy for television reception in private living places without a charge to the viewer for the privilege of viewing the Motion Picture, provided that for this purpose government television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

**Cable Free TV** means the originating transmission by coaxial or fiber-optic cable of a Motion Picture Copy for television reception in private living places without a charge to the viewer for the privilege of viewing the Motion Picture, provided that for this purpose neither government television assessments or taxes nor the regular





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periodic service charges (but not a charge for PayPerView or Pay TV) paid by a subscriber to a cable television system will be deemed a charge to the viewer.

**Satellite Free TV** means the uplink broadcast to a satellite and its downlink broadcast to terrestrial satellite reception dishes of a Motion Picture Copy for television viewing in private living places located in the immediate vicinity of a viewer's reception dish without a charge to the viewer for the privilege of viewing the Motion Picture, provided that for this purpose government satellite dish or television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

**Basic Television Distribution (Basic TV):** means the broadcast of a Motion Picture Copy by means of a television program service or channel, delivered to recipients by means of a delivery system excluding carriage by over-the-air hertzian waves and that is not intelligibly receivable by means of standard rooftop or television set built-in antennas and for which there is no separate fee charged to recipients to receive any particular program service or channel other than a basic obligatory subscription charge to receive a package of program services or channels.

**Catch-Up TV Use** means: making available an unaltered digital Motion Picture Copy of a telecast in encoded form for Internet Streaming by Authorized Subscribers on a Website operated by a telecaster duly authorized to exploit such rights, for a limited period of time (as defined in the Deal Terms), at a time selected by the viewers, being understood that such Catch-Up TV Use shall always occurs following a Telecast of the Picture in the Authorized Channel(s).

B. **Additional Definitions:**

**Affiliated Company** means, with respect to any party to this Agreement, means any Person (including any officer, director, employee or partner of any Person) owned or controlled by, controlling or under common control with the party. Ownership directly or indirectly of fifty percent (50%) of one hundred percent (100%) or more of the voting stock or other voting equity security of a Person, or in the case of a partnership, fifty percent (50%) or more of the general partnership interests in such partnership, will in all cases be deemed control.

**Authorized Format** means the formats for which the Licensor has authorized the Motion Picture to be exploited.

**Authorized Subscriber** means a person who has been verified by an attribution procedure as someone who is legally entitled to access and utilize a service.

**Availability Date** means the first day after the end of the Holdback Period for a Licensed Right. If the Availability Date refers to a category of Licensed Rights, it refers to the first date on which Distributor may exploit any Licensed Right in the category. For example, the Pay TV Availability Date is the first date on which Distributor may exploit the Pay TV Terrestrial, Pay TV Cable or Pay TV Satellite Right.

**Broadcast** means the communication to the public of a Motion Picture by means of wire, cable, wireless diffusion or radio waves, terrestrially or by satellite, that allows the Motion Picture to be viewed on a television. Broadcast means the same as telecast or diffusion.

**Closed Network** means the interconnected facilities of a closed, private communications network which uses Internet Protocol or other secure data transmission protocol for communication among authorized computers (including Mobile Devices) of authorized subscribers connected to that Closed Network.

**Compact Disc Interactive (or "CDI")** when used as a Right is a type of Interactive Multimedia Right and when used to describe a Work is a type of Interactive Multimedia Work.

**Compulsory Administration** means any Law under which: (i) Simultaneous Retransmissions are subject to compulsory license; (ii) systems or other Persons may simultaneously retransmit such Simultaneous Retransmissions without first obtaining direct authorization from rightsholders or Persons making originating broadcasts; or (iii) rightsholders may only grant or withhold authorization for Simultaneous Retransmissions remunerated through collective management societies, collective contractual agreements or local Law.

**Computer** means an electronic device that accepts and manipulates digital information or data in response to a sequence of instructions in order to view a Motion Picture Copy where the type and order of the instructions can be defined, selected and entered by the user of the computer. A Computer includes desktops, notebooks, pocket computer and laptops and excludes VCR, DVR, DVD, set top box players or recorders and Mobile Devices.

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**Copy** means the embodiment of a Motion Picture in any form, including film, tape, cassette, disc or digital file. Where a specific Licensed Right is limited to exploitation in an Authorized Format (for example, to Videograms), then Copy with respect to such Licensed Right is limited to such Authorized Format.

**Digital Rights Management (or "DRM")** means a sequence of software or hardware instructions embodied in, related to or activated by a Motion Picture Copy that controls or manages copying, viewing, altering, or accessing the Motion Picture, its content or elements or associated Rights Management Information.

**Download** (download) means to make available a Motion Picture Copy in a manner that allows its transmission to an electronic device for storage with the ability to make another exact digital copy of the Motion Picture Copy or storage and retaining such copy for use for more than a transient period of time after completion of the initial continuous period of transmission. Download includes downloading and downloaded.

**Dubbed** means a Version of the Motion Picture in which the voices of performers on the original soundtrack are replaced with the voices of other performers speaking dialogue in an Authorized Language Version.

**Exhibition** means the same as public performance.

**Exhibition Day** means one or more authorized Telecasts of a Motion Picture during a Telecast Day over the non-overlapping telecast facilities of the authorized broadcast, cable, satellite or other telecasting service.

**First Release** means the earliest of: (i) the date on which the Motion Picture must be released as designated in the Deal Terms; or (ii) the date on which the Picture is first made generally available to the paying public in the Territory, either through exhibition in cinemas, sale of Videograms, or telecast; or (iii) six (6) months after Notice of Initial Delivery.

**Interactive Multimedia** means exploitation of an Interactive Multimedia Work by means of a computing device that allows the Interactive Multimedia Work to be directly perceived and manipulated by the user of the computing device and that either stores the Interactive Multimedia Work on the user's computing device or accesses a Copy of the Interactive Multimedia Work by electronic means from another computing device interconnected with and located in the immediate vicinity of the user's computing device.

**Interactive Networked Multimedia** means exploitation of an Interactive Multimedia Work over the facilities of a communications system that allows the user of a computing device to engage in two-way transmissions over the system to access the Interactive Multimedia Work, irrespective of the operator of the system or the means by which signals are carried, and that stores a Copy of the Interactive Multimedia Work for transmission over the system at a place distant from the place where the user's computing device is located.

**Interactive Multimedia Work** means a Work consisting primarily of a presentation communicated to a user through the combination of two or more media of expression, whether textual, audio, pictorial, graphical or audiovisual, where a significant characteristic of the presentation is the ability of the user to manipulate the content of the presentation by means of a computing device in real time and in a nonlinear fashion.

**Internet** means the interconnected facilities of a publicly available communications network which uses Internet Protocol for data transmission to Computers (including Mobile Devices) connected to that network.

**Internet Protocol Television or IPTV** means ClosedNet Streaming of a digital Motion Picture Copy over a Closed Network to Authorized Subscribers of a service offered by a telecaster also authorized to exploit PayPerView or Pay TV Rights in the embodied Motion Picture.

**Law** means any statute or ordinance, whether municipal, state, national or territorial, any executive, administrative or judicial regulation, order, judgment or decree, any treaty or international convention, or any rule, custom or practice with force of law.

**Live Performance** means performance of a Motion Picture or its Underlying Material by live players, whether by reading, performance, musico-dramatic rendition or pantomime, where the performance occurs directly before a live audience or is broadcast live and without prerecorded material directly to the public, but excluding performances less than fifteen (15) minutes in length done for the purpose of advertising or publicizing the Motion Picture.

**Local Language(s)** mean the primary language(s) spoken in each country of the Territory.

**Merchandising** means distribution and sale of tangible goods, other than Copies of a Motion Picture or any of its Versions, that are based on or utilize the title of the Picture, the names, likenesses or characteristics of artists in their roles in a Motion Picture, or physical materials appearing in or used for a Motion Picture and that are made for sale to the general public. Merchandising does not include Interactive Multimedia, Interactive Networked Multimedia, Internet or Publishing rights.

**Mobile Device** means a mobile electronic device a substantial purpose of which is facilitating telephonic or text communication, digital photography or data storage and which customarily fits in a human hand, and which

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incorporates functionality that allows viewing of a Motion Picture Copy. Mobile Device includes personal mobile phones, personal digital assistants and other similar devices.

**Motion Picture** means an audiovisual work consisting of a series of related images that, when shown in succession, impart an impression of motion, with accompanying sounds, if any.

**Optical Rights** means the right to create, distribute and otherwise exploit all electronic devices, mechanical devices or devices utilizing other processes whether known or hereinafter developed and all software programs thereof embodying the Picture, in whole or in part, whether such devices or means of software are now known or hereinafter developed, which permit interactivity with between the user and the device, including without limitation, personal computer systems, CD-ROM/I/XA ("bolt or devices" or otherwise), the Nintendo Entertainment System, The Sega Master System, Sega Game Gear, Sega Genesis System, NEC Turbo Graphics, the 3DO System, arcade games, holographic systems and virtual reality.

**Original Language** means the primary language spoken in the dialogue of a Motion Picture in its original version.

**Parallel Tracked** means embodying a Copy of the Original Language Version of the Picture in a Compact Disc or DVD that also contains a Dubbed or Subtitled Version of the Picture in the Authorized Language Version Uses.

**Party** means either Licensor or Distributor.

**Permitted Distribution Systems:** Transmission of synchronized video and audio electrical, electro-magnetic or radio communications signal by means of the Internet, over-the-air, terrestrial systems (e.g., DTT, DVB-H), wired networks (including without limitation, cable systems, DSL and FTtx) or wireless telecom networks (including without limitation, 3G, 3G+), satellite (e.g., DTH, DVB-SH), whether analogue and/or digital, encrypted and/or encoded, linear and/or interactive, across any Receiving Device.

**Person** means any natural person or legal entity.

**Principal Photography** means the actual photographing of a Motion Picture, excluding second-unit photography or special effects photography, requiring the participation of the director and the on-camera participation of a featured member of the principal cast.

**Publishing** means exploitation of hard cover or soft cover printed publications of a novelization of a Motion Picture or artwork, logos or photographic stills created for use in the Motion Picture that are included in such novelization.

**Receiving Device** means any machine or device (with or without a hard drive) capable of receiving and displaying Content (including without limitation, conventional television sets and other monitors, personal computers, handheld computers (e.g., personal digital assistants), paging devices, and telephones (whether fixed-line or wireless or both) whatever their functionalities (whether interactive or not).

**Remake** means a new Motion Picture derived from an existing Motion Picture or its Underlying Material in which substantially the same characters and events as shown in the existing Motion Picture are depicted.

**Rights** means rights, licenses and privileges under copyright, trademark, neighbouring rights or other intellectual property rights with regard to any type of exploitation of a Motion Picture or its Underlying Material, including the rights to duplicate, adapt, distribute, perform, display and make available in accordance with the customary requirements of each specific licensed media.

**Run** means one (1) Telecast of the Picture during a twenty-four (24) hour period over the non-overlapping telecast facilities of the authorized broadcast, cable, satellite or other telecasting service.

**Sequel** means a new Motion Picture derived from an existing Motion Picture or its Underlying Material in which a character, event or locale depicted in the existing Motion Picture or its Underlying Material is shown engaged in or as the subject of substantially new and different events than those depicted in the existing Motion Picture.

**Simultaneous Retransmission** means the simultaneous, unaltered and unabridged retransmission through an operator other than the authorized broadcaster of a Motion Picture by cable, microwave, satellite or telephone system or via the Internet for reception by the public of an initial transmission. Broadcasters in the Territory making their broadcasts simultaneously available on the Internet, shall ensure that Internet availability will only occur simultaneously with a broadcast of the Motion Picture, and will incorporate technological safeguards that restrict copying or Downloading of the Motion Picture while on the Internet.

**Stream** means to make available a Motion Picture Copy in a manner that allows continuous viewing of the Motion Picture Copy in substantially linear form simultaneously with the transmission of such Motion Picture Copy,

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but which does not allow making another digital copy except for a transient period of time necessary to facilitate such viewing. Stream includes streaming.

**Telecast** means one (1) exhibition of a Motion Picture over the originating facilities of the authorized broadcast, cable, satellite or other telecasting service. A simultaneous exhibition over interconnected local stations (i.e., on a network) is one (1) Telecast; an exhibition over non-interconnected local stations whose reception areas do not overlap is a Telecast in each station's local broadcast reception area.

**Telecast Day** means a twenty-four (24) hour period starting at the time when Telecast Days are customarily measured in the Territory or, if there is no customary time, starting at 12:00 Midnight.

**Subtitled** means a Version of the Picture in which a translation of the original dialogue appears on the bottom of the screen.

**Underlying Material** means the literary and other material from which a Motion Picture is derived or on which it is based, including all versions of the screenplay, all notes, memos, direction, comments, ideas, stage business and other material incorporated in any version of the Motion Picture, and, to the extent necessary rights and licenses have been duly obtained, all existing novels, stories, plays, songs, events, characters, ideas, or other works from which any version of the Motion Picture is derived or on which it is based.

**Version** means an adaptation of a Motion Picture that is not accomplished by merely mechanical reproduction or use of minimal originality but instead uses original artistic or intellectual expression to create a new Work in its own right which contains materials or expressions of authorship not found in the original Motion Picture.

**Website** means a set of interconnected data resources at an addressable location on the Internet or a Closed Network which is accessible by other users or Authorized Subscribers of the applicable network.

**Work** means an original expression of authorship in the literary, scientific or artistic domain whatever may be the mode or form of its expression.

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