



ASSOCIATED PRESS

INTERNATIONAL LICENSING AGREEMENT

BETWEEN

ASSOCIATED PRESS TELEVISION NEWS LTD

of The Interchange, Oval Road, London NW1 7DZ, United Kingdom
("AP")

- and -

ČESKÁ TELEVIZE

of Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, Czech Republic
("Licensee")

Subject-Matter of the Agreement: Licence to audiovisual materials (in Czech: Poskytnutí licence k audiovizuálním materiálům)

Price: US \$ 2,049,864

Date of Signing: _____



INTRODUCTION

LICENSEE:	Česká televize ("Licensee")	ADDRESS OF LICENSEE:	Kavčí hory, Na Hřebenech II 1132/4 140 70 Praha 4, Czech Republic
LICENSEE'S VAT or BUSINESS REG NO.	CZ00027383		
DATE OF AGREEMENT	9 th December 2016		

This LICENSING AGREEMENT (the "Agreement") is entered into as of the date specified above by and between AP and LICENSEE (together, the "Parties" and each individually, a "Party").

PART 1: SCHEDULE OF SERVICES AND LICENSED RIGHTS

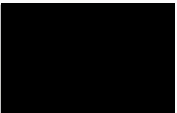
SECTION 1: LICENSED SERVICES, listed below and defined (for information purposes only) at Appendix A (individually and collectively, the "Services")	
VIDEO SERVICES	[REDACTED]

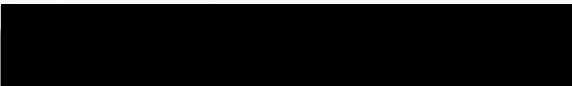
SECTION 2: LICENSED USAGE RIGHTS (individually and collectively, the "Licensed Rights")		
VIDEO & AUDIO USAGE RIGHTS	LINEAR RIGHTS	FREE-TO-AIR BROADCAST
		[REDACTED]
		SUBSCRIPTION BROADCAST
	NON-LINEAR RIGHTS	OTHER USAGE
		[REDACTED]
		FREE-TO-USE
		SUBSCRIPTION
		[REDACTED]



SECTION 3: LICENSED OUTLETS (individually and collectively, the "Outlets")		For Reference only:
OUTLETS FOR LINEAR RIGHTS	TELEVISION STATION(S)	Distribution: [AMOUNT] Reach: [AMOUNT]
	RADIO STATION(S)	Distribution: [AMOUNT] Reach: [AMOUNT]
	WEBSITE(S), MOBILE URL(S), INCL. SOCIAL MEDIA WEBSITES	Distribution: [AMOUNT] Reach: [AMOUNT]
	TITLE(S)/PLATFORM(S) OF APP(S)	Distribution: [AMOUNT] Reach: [AMOUNT]
OUTLETS FOR NON-LINEAR RIGHTS	ON-DEMAND TV SERVICE	Distribution: [AMOUNT] Reach: [AMOUNT]
	ON-DEMAND AUDIO SERVICE	Distribution: [AMOUNT] Reach: [AMOUNT]
	WEBSITE(S), MOBILE URL(S), INCL. SOCIAL MEDIA WEBSITES	Distribution: [AMOUNT] Reach: [AMOUNT]
	TITLE(S)/PLATFORM(S) OF APP(S)	Distribution: [AMOUNT] Reach: [AMOUNT]
OUTLETS FOR PRINT	NEWSPAPER(S)/MAGAZINE(S)	Circulation: [AMOUNT] Reach: [AMOUNT]

SECTION 4: ADDITIONAL KEY TERMS AND RESTRICTIONS	
LICENCE PERIOD	[REDACTED] ("Licence Period")
USAGE PERIOD	The "Usage Period" for each item of Content shall be the Initial Usage Period plus any Archive Usage Period.
	The "Initial Usage Period" [REDACTED]
	The "Archive Usage Period" [REDACTED]
	[REDACTED]
	Online Rights
	[REDACTED]





Please also See Special Provisions 2 & 3.

RESTRICTIONS

PLEASE NOTE: It is expressly agreed between the Parties that, outside of the Usage Period, Content cannot be used or reused, re-Broadcasted, re-Displayed or re-Published on the Outlet(s). This will be deemed outside the scope the Agreement.

Notwithstanding the above:

- (i) Third-party content may be subject to additional terms, conditions, or restrictions.
- (ii) When using third-party content, Licensee shall be bound by all terms, conditions, and restrictions attached to the third-party content.
- (iii) In the event of an express conflict between such terms, conditions, or restrictions and any provision of this Agreement, such third-party terms, conditions, or restrictions shall control.

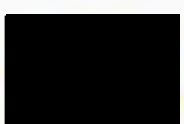
The abovementioned rights set out in this Section, do not extend beyond any termination of the Agreement except where Clause 7 in Part 2 below (Post Usage Period/Expiration/Termination Retention of Content) applies.

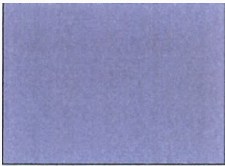
TERRITORY	Czech Republic "Territory"
LANGUAGE	Content may be translated, dubbed and/or subtitled on Outlets in the following language(s):

SECTION 5: FEES
In consideration of the rights granted hereunder, Licensee shall pay to AP the fees defined below (collectively, the "Fees").

1. LICENCE FEES

LICENSE FEE <i>(tick box as applicable)</i>	<input checked="" type="checkbox"/> License Fee. The fee payable by Licensee during the Licence Period shall be: <p style="margin-left: 40px;">AP VIDEO SERVICES</p> <p>(i) a total of US \$ 2,049,864 </p> <p></p> <p style="margin-left: 40px;">which in aggregate shall be the "Licence Fee".</p> <p style="margin-left: 40px; font-size: small;"><i>The Licence Fee shall include any increases agreed between the Parties, including without limitation any renewal increases to the Fees effective pursuant to Part 2, Clause 10.1. See also reporting requirements specified at Part 2, Clause 3.5.</i></p> <p>AP acknowledges to be the beneficial owner of the License Fee.</p>
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Timely payment is conditioned upon receipt of the valid confirmation of UK residency of AP issued by the appropriate Tax Authority of UK unless such valid confirmation has already been provided to the Licensee during the applicable year.

AP agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide AP with the relevant tax certificate as soon as is received.

SECTION 6: SPECIAL PROVISIONS

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5. **Confidentiality, Register of Agreements:** 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 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, with the exception of information: (i) that came to the other Party's attention independently of the other Party; (ii) that Licensee 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 AP as its trade secret); (iii) that a Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Since this Agreement is subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "Act on Registration of Agreements"), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. After publication of the Agreement pursuant to the Act on Registration of Agreements, information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this Clause. Only Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.

6. The Parties agree that this Agreement is retroactively effective as of 1 January 2017.

7.

8. The Parties represent that the subject-matter of this Agreement (also in Czech translation) and the price are stated on the title page solely for the purposes of publication of this Agreement pursuant to the Act on Registration of Agreements, and shall have no normative meaning (i.e. this information does not affect any provision of this Agreement).

9. This Agreement has been executed in three counterparts, each valid as an original, of which Licensee shall receive two counterparts and AP shall receive one counterpart.



PART 2: STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Those terms not already defined in Part 1 above shall have the meaning(s) attributed below:

- 1.1 **"Advisory Service(s)"** means written or oral advisories, shot lists, attribution, credits, embargoes, restrictions, so-called "special instructions" and/or narrative scripts relating to the Services communicated to Licensee by AP during the Licence Period.
- 1.2 **"AOD/Audio On Demand"** means an Online audio service accessed via a digital storage device or presented in any form that permits the End-User to stop and start, pause, fast-forward and rewind (or any of these functionalities), usually for a fee, solely at the discretion of the End-User without reference to a list of possible viewing times pre-established by the service provider.
- 1.3 **"App"** means a specialised program or application designed to create a branded environment to be downloaded onto television or Mobile devices.
- 1.4 **"Broadcast(ing)"** means the simultaneous linear and non-interactive distribution of the same message of sound and/or video signals to multiple recipients.
- 1.5 **"Cable/IPTV Television"** means Broadcast or transmission by coaxial or fibre-optic cable or by means of microwave dish systems for viewing via television by members of the public within the Territory.
- 1.6 **"Content"** means any Images, Video, text and other content in whatever form provided by AP included within the Services.
- 1.7 **"Closed Circuit Television"** means Broadcast over individually connected systems at no charge to an audience confined to a limited area including airlines, motor vehicles, buses, trains, conferences, oil rigs, and other restricted areas.
- 1.8 **"Circulation"** means the actual number of published copies distributed for Print-only Services.
- 1.9 **"Display(ing)"** means the display and/or publication of Content via Outlets.
- 1.10 **"Distribution"** means the maximum potential audience (calculated as households) for all Services (excluding Print-only Services).
- 1.11 **"Download"** means where an End-User can (on an on-demand basis) access, view and is authorised to make a permanent electronic copy of Content made available Online.
- 1.12 **"End-Users"** mean individuals who receive the content for personal, non-commercial use.
- 1.13 **"Free-To-Air"/"Free-To-Use"** means any scheduled Broadcast, Download or Streaming service received by an End-User free-of-charge (i.e. without the requirement for payment of a periodic fixed-fee subscription).
- 1.14 **"Gross Monthly Revenue"** means the amount(s) billed by Licensee to its customers without deduction in respect of the rights granted hereunder on which the Variable Fee is based.
- 1.15 **"Image Resolution"** shall mean for named Outlets within this Agreement, identified as Websites and blogs controlled by Licensee: 1024 x 768 pixels @ 96 dpi; for marketing pages and destination pages on Facebook: 851 x 315 pixels maximum @ 96 dpi; other social media (on a case by case basis) 640 x 480 pixels @ 96 dpi; and Mobile, tablets and Apps: 960 x 768 @ 96 dpi.
- 1.16 **"Images"** shall mean any photos, print graphics, interactive or digital graphics or other still images in the Services.
- 1.17 **"Internet TV"** shall mean Streaming or Broadcast of Content accessible solely Online to an open End-User group.
- 1.18 **"IPTV"** – refer to definition of "Cable/IPTV Television" above.
- 1.19 **"Linear"** means non-interactive distribution of Content and includes Terrestrial Television, Cable/IPTV Television, Internet Television, Internet Radio and Public Screens, where the End-User cannot choose to alter the flow of Content or where to enter a Content stream.
- 1.20 **"Mobile"** means where any of the Services can be viewed and or accessed by a mobile telephone, personal digital assistant, or any form of mobile, "tablet" or hand-held device.
- 1.21 **"Non-Linear"** means interactive distribution of Content, including Video-on-Demand and Audio-in-Demand, where the End-User can interact with Content, such as choosing to start, stop, pause or skip portions of a piece of media, or select a particular piece of media from a group of choices.
- 1.22 **"Online"** means internet-based distribution of Content which has been formatted specifically for use and access via Websites, App and/or Mobile.
- 1.23 **"Page View"** means each time a Website page is loaded and viewed by an End-User.
- 1.24 **"Podcast"** means an episodic series of programming downloaded or streamed Online.
- 1.25 **"Public Screen"** means any location where the Outlet can be viewed on a purpose-built screen in a public area without any form of charge to any individuals who view the Outlet at such location.
- 1.26 **"Publish(ing)"** means the distribution of Services via Print Outlets.
- 1.27 **"Radio"** means Broadcasting of audio-only Content.
- 1.28 **"Reach"** means the audience viewing or otherwise accessing the Services, including unique visitors to Websites and Apps, measured and reported by Licensee which shall include figures reported by independent territorial auditors such as BARB, Nielsen etc.
- 1.29 **"Re-Broadcast(ing)"** means the right(s) to take an existing Linear format (which Licensee has produced in the course of receiving the Services) and repeating the entire Broadcast in full, unchanged and in the same format, on a Non-Linear Outlet pursuant to this Agreement.
- 1.30 **"Re-Publish(ing)"** means the right(s) to take an existing Print format (which Licensee has produced in the course of receiving the Services) and repeat it in full, unchanged and in the same format, on a Non-Linear Outlet pursuant to this Agreement.
- 1.31 **"Repurposing Right"** means the right(s) to make a new version (e.g. shorter version, removing presenter etc.) of an existing Linear format (which Licensee has produced in the course of receiving the Services) under the same brand, publication or programme name for use on a Non-Linear Outlet pursuant to this Agreement.
- 1.32 **"Satellite Television"** means Broadcast to a satellite and subsequent re-Broadcast of a signal by a transponder or similar device for intelligible reception via television by members of the public.

- 1.33 "Services" shall mean those AP services listed in Part 1, Section 1 above and defined at Appendix A hereto as amended from time to time.
- 1.34 "Special Service" means a premium service made available to Licensee at AP's sole discretion from time to time during the Licence Period (*in addition to* the Services selected by Licensee in Part 1, Section 1 above) subject to payment by Licensee of the Special Service Fee on a case-by-case basis.
- 1.35 "Streaming" means where the End-User is authorised to access a continuous or on-demand stream of Content made available Online that enables the playback of sound or video without the need or ability to Download the entire resource file in advance.
- 1.36 "Subscription" means any scheduled television or radio programming service which is authorised to be received by an End-User on a periodic fixed-fee subscription basis, excluding VOD and fees for individual programmes.
- 1.37 "Terrestrial Television" means 'over the air' Broadcast via analogue or digital technology, including without limitation transmission by means of VHF or UHF wireless telegraphy.
- 1.38 "Unique Visitor" means a person who visits a Website at least once within a specified period of time. Unique Visitors are measured according to each End-User's unique IP address.
- 1.39 "URL" means Uniform Resource Locator.
- 1.40 "Video" means motion pictures of news events or other thematic service, produced or acquired by AP and transmitted with or without sound electronically, or on videotape, or by such other means as determined by AP in its sole discretion.
- 1.41 "Video Clip" shall mean a clip, limited in duration, extracted from AP's Video Services.
- 1.42 "VOD/Video on Demand" means an Online video service accessed via a digital storage device or presented in any form that permits the End-User to stop and start, pause, fast-forward and rewind (or any of these functionalities), usually for a fee, solely at the discretion of the End-User without reference to a list of possible viewing times pre-established by the service provider.
- 1.43 "Website" means internet-based service(s) accessible to End-User(s) via an internet site accessed via the URL addresses (or an equivalent locator address for Mobile etc.) listed as Outlets in Part 1 above.

2. GRANT OF LICENCE

- 2.1 Subject to Licensee fulfilling its obligations under Clause 3 and Clause 5 hereof specified below, AP grants to Licensee a non-exclusive limited licence during the Licence Period to publicly perform, publicly display and distribute the Content from the Services, or any part thereof by Display, Publishing and/or Broadcasting, solely on or through the Outlets in the Language throughout the Territory solely via the Licensed Rights, to End-User(s) for their personal, non-commercial use only, for editorial news purposes only and in accordance with the terms and conditions contained in this Agreement. Licensee may copy and store the Content only to the extent required for the exploitation of the rights granted to Licensee by AP hereunder.
- 2.2 Licensee may create derivative works of the Content for the purpose of allowing Licensee to incorporate the Content into Licensee's own programming and/or publications. For the avoidance of doubt, however, Licensee shall not make any use, edits or revisions that in any manner impugn the integrity of the Services, the Content or AP or alter(s) the meaning of the Content.
- 2.3 Licensee's right to modify the Content is limited to modifying the format only to fit the presentational style of the Licensee's Outlet, under no circumstances must the editorial meaning of the Content be modified.
- 2.4 Licensee may translate, dub and subtitle any portion of the Content into the Language(s). Any translation or subtitling of the Content or Services by Licensee permitted hereunder shall not alter the meaning of the Content or Services.
- 2.5 AP reserves total editorial freedom to control the substance and form of the Service(s) at its sole discretion, including without limitation updating or re-naming the Services.
- 2.6 AP shall retain all copyright and ownership in the Content and Services, including without limitation any portions of the Content and/or Services incorporated into Licensee's programming and/or publications or translations of the Content or Services into the Language by Licensee. Upon reasonable request (including a request from AP pursuant to Clause 3.1(h) below), Licensee shall provide AP with a copy of any versions or translations created by Licensee pursuant to this Agreement.
- 2.7 AP shall have no obligation to deliver the Services in the Language(s), if the Language(s) is/are different than the language in which the Services are delivered by AP.
- 2.8 The grant of rights hereunder is non-exclusive and AP retains all right, title and interest in and to the Services and all Content, including all intellectual property rights therein. All rights not specifically granted to Licensee are expressly reserved to AP. Licensee shall not make any application or carry out any action in its own name or the name of any third party to register or undermine AP's ownership of copyright in the Services, Content or any translated versions thereof.

- 2.9 In the event of an express conflict between the rights granted in this Agreement (including Part 1 and Part 2 hereof) and the restrictions specified in an Advisory Service or carried on the Content, the restrictions specified in an Advisory Service or carried on the Content shall prevail.

3. OBLIGATIONS OF LICENSEE & LIMITATION ON RIGHTS

3.1 Licensee agrees to:

- (a) use the Services and any Content therefrom solely in accordance with the terms hereof;
- (b) comply immediately with the Advisory Service(s) and any embargoes, updates, "kills", corrections, clarifications or any other notifications provided to Licensee by AP. Licensee may be asked from time to time to confirm the contact at Licensee to whom all Advisory Services should be sent;
- (c) comply with any license or use restriction or other special instruction associated with a piece of Content;
- (d) ensure that the Services and the Content delivered to Licensee shall remain in its sole possession and/or control;
- (e) include a visual source credit within each use of the Content hereunder in the form set out at Appendix B hereto, as updated by AP from time to time or as advise by AP with the delivered Content;
- (f) obtain any relevant licences (including without limitation licenses in respect of rights in music and film footage) and permissions from third parties or collecting societies for the Use, Display, Publishing and Broadcasting of the Services within the Territory;
- (g) adhere to and comply with all applicable libel, privacy and broadcast/publishing media laws, standards and regulations within the Territory;
- (h) promptly inform AP of any unauthorised use of the Services that Licensee is, or becomes, aware of and fully cooperate with AP with regard to any action (legal or otherwise) taken by AP in its sole discretion regarding such unauthorised use;
- (i) comply with all applicable copyright laws to the extent necessary to protect the Content and the Services and with all requirements of the Berne Convention and the Universal Copyright Convention and any requirements within the Territory as necessary to obtain or maintain copyright protection of the Content made available to the public in the Territory. Licensee shall comply with all applicable copyright laws to protect the copyright and all other rights in the Services and shall not remove or conceal any copyright notice, watermark, trade mark or other proprietary notice incorporated by AP in the Content.;
- (j) make all arrangements necessary to receive Services at Licensee's sole expense including, without limitation, the cost of any equipment required for the delivery and reception of Services specified in Clause 6 below;
- (k) protect all Content stored within internal archives and all Content made available via the Outlets, from unauthorised copying by End-User(s);
- (l) "geo block" – Please see Section 4, Territory. Intentionally deleted;
- (m) notify AP in advance in the event of any change to the Outlets, Licensed Rights, Reach or any other aspects of Licensee's use of the Services during the Licence Period. Such changes shall remain strictly subject to mutual agreement by the Parties and subject to any mutual agreement for changes to the Fees;
- (n) permit End-User access to the Content on interactive Outlets only where such access is governed by a user terms and conditions confirming the following: (i) the Content is subject to intellectual property rights of AP (and others), (ii) End-Users must not violate the intellectual property rights of AP (and others), (iii) limitations apply to End-User rights of access in respect of the Content pursuant to the scope of rights granted hereunder, including restrictions against downloading (where applicable), copying, merging, editing, adapting and re-selling;
- (o) inform AP in writing immediately in the event of any loss of Service or inability to receive Content from AP;
- (p) provide up-to-date user names and/or passwords to ensure that AP has unrestricted access via any "pay-wall" (or similar barrier) on the Outlets to monitor use of Content permitted hereunder; and
- (q) delete and disable Content subject to the provisions of Clause 7 below outside of the Usage Period and upon any termination or expiration of this Agreement;
- (r)

3.2 Licensee shall not without the prior written consent of AP:

- (a) utilise the Content or Services outside of the scope of the Agreement, including without limitation, on outlets not expressly licensed herein, sublicensing or granting of rights to third parties;
- (b) create additional products or services, including advertising and/or publicity, from the Services or Content outside of the scope of this Agreement;
- (c) grant syndication rights or any other rights to a third party to use Content in a third party website, portal, "player" or "embed";
- (d) permit any part of the Outlet containing the Content to incorporate any advertising or sponsorship which may imply direct or indirect endorsement or sponsorship of a third party, service or product by AP;
- (e) co-brand an Outlet with any entity other than Licensee;
- (f) syndicate or otherwise re-distribute the Content and Services other than as specified herein;
- (g) make any Archive Use of the Content, except where terms have been expressly agreed herein;
- (h) create or use any versions, translations, dubbing or subtitling which alter(s) the meaning of the Content; or

(i) Display any Images on the Outlet(s) at resolutions greater than the Image Resolutions.

3.3 All Content licensed hereunder is licensed for editorial use only and Licensee understands and acknowledges that AP does not obtain, convey or deliver any releases or grant any other third party rights in connection with any Content contained in the Services hereunder, including any right to use the names, personalities, trademarks, logos, registered or unregistered copyrighted designs or works of authorship depicted in any Content. Licensee hereby represents and warrants that it shall only use the Content for editorial purposes and shall indemnify and hold harmless AP (as further described in Clause 9, below) for any non-editorial use of the Content.

3.4 Licensee shall permit access to the Content only from the Outlets specified in this Agreement, subject to any changes pursuant to Clause 3.1(m) above. Unless applicable Licensed Rights for such use have been granted hereunder, Licensee may not digitize, encode, edit or manipulate the Content or any portion thereof for use on Outlets other than those expressly licensed hereunder. Unless Repurposing Rights are expressly granted hereunder, Content used by Licensee on shall be limited to Licensee's original programmes or articles on the Outlet(s) and shall not include any form of repurposing.

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5. **CONDITIONS OF PAYMENT**

5.1 In consideration of the Licensed Rights granted hereunder, Licensee shall pay to AP the Fees set forth in Part 1 above. All payments shall be payable within 30 (thirty) days of the date of the applicable AP invoice to the bank details specified on the AP invoice. AP expressly reserves the right to update its bank details from time to time upon written notice to Licensee.

5.2 **Additional Image Fee, and Additional AP Credits Fee:** In the event that Licensees do not reach the Image Allowance or AP Credit Allowance in any calendar month during the Licence Period, the Fees will remain unaffected. Any unused or undownloaded portion of the Image Allowance or AP Credit Allowance will not roll over or be added to the Image Allowance or AP Credit Allowance for any subsequent calendar month during the Licence Period. In respect of each Image in excess of the Image Allowance obtained or downloaded by the Licensee from AP in any calendar month during the Licence Period, Licensee shall pay the Additional Image Fee as set forth in Part 1 above. In respect of each Video Clip in excess of the AP Credit Allowance obtained or downloaded by the Licensee from AP in any calendar month during the Licence Period, Licensee shall pay the Additional AP Credits Fee as set forth in Part 1 above.

5.3 AP may at its sole discretion charge interest on any Fees unpaid after 30 (thirty) days from the date of invoice until such payments are paid in full at the lesser of (i) 1.5% (one and one-half percent) per month or (ii) the maximum rate permitted by applicable law.

5.4 Licensee shall pay, and hold AP harmless from, all taxes, charges (to include Licensee's bank charges), duties, assessments, (with the exception of withholding taxes) or other fees now or hereafter imposed on or resulting from the payment of any Fees hereunder or the license granted hereunder. Payment of the foregoing by Licensee shall in no way diminish the amounts and/or Fees to be paid hereunder, it being the intent hereof that the amounts shall be free and clear of any tax, charge, duty, assessment, (with the exception of withholding tax), or fee of any kind.

5.5 **Variable Fee Licensees Only:** During the Licence Period and for at least 3 (three) years following the expiration or termination of this Agreement, AP shall have the right, upon 10 (ten) days' written notice to Licensee, to cause an independent auditor to inspect all such books and records at such locations where Licensee keeps such books and records in the ordinary course of business. If such audit shows that amounts of Gross Monthly Revenue (and any other amounts due to AP hereunder) were underpaid, Licensee will promptly pay such amounts plus interest at the rate (defined in Clause 5.3 above) covering such delinquency; and if such amounts were underpaid by more than 5% (five percent) in the aggregate for such audited period, Licensee will additionally pay AP's costs for such audit.

6. **DELIVERY AND RECEPTION OF SERVICES**

6.1 **Delivery.** The Services shall be made available from the AP global communications network via the applicable delivery method as follows:

- (a) *Photo Services and Graphics Services:* Access and delivery shall be by; (i) download via the website at www.apimages.com, and/or (ii) download via the website at www.apexchange.com, and/or (iii) AP webfeeds, and/or (iv) API.
- (b) *Text Services:* Access and delivery shall be by; (i) download via the website at www.apexchange.com, and/or (ii) AP webfeeds.
- (c) *Video and Audio Services:* Access and delivery shall be by; (i) digital satellite, and/or fibre-optic cable and/or (ii) download as Video Clips via the website at www.apvideohub.com, and/or (iii) third party video player, and/or (iv) download via the website at www.apexchange.com, and/or (v) AP webfeeds, and/or (vi) AP Media Port. Notwithstanding the foregoing, delivery of AP Credits shall be solely via the website at

www.apvideohub.com. In respect of AP Media Port, AP shall supply Licensee with a Media Port Server ("AP Media Port Server") for the purposes of Licensee's reception and storage of Video Services, subject to the following:

- (i) *Content Delivery and Performance*: Licensee represents and warrants that a network interface on the AP Media Port Server will be permanently connected to the Licensee's internet connection to establish continuous data communications to AP's data centres for the purposes of uninterrupted delivery of the Services. Licensee understands and acknowledges that such permanent internet connection is mandatory under this Agreement to ensure optimum performance and delivery of the Services;
- (ii) *Monitoring & Maintenance*: Licensee agrees that maintenance of the AP Media Port Server will be provided solely by AP or an approved contractor nominated by AP from time to time. The AP Media Port Server will periodically report status information to AP's data centres. AP support staff will access the AP Media Port Server remotely for problem resolutions and system updates;
- (iii) *Unauthorised Connections*: To ensure AP can effectively monitor and manage the quality of the delivery of Services via the AP Media Port Server, there must be no unauthorized connections, hardware or software installations, upgrades, removals or modifications to the AP Media Port Server or any related software or hardware modifications of any kind by Licensee without AP's prior written consent;
- (iv) AP shall retain all right, title and interest in and to any receiving equipment (including AP Media Port Server) provided by AP. Any equipment shall be returned to AP (at a location nominated by AP) by Licensee at Licensee's cost in suitable packaging and in good working order at the end of the Licence Period or at any time upon termination or suspension of the Services. Licensee agrees and acknowledges that it may only use any equipment provided by AP as specifically contemplated by this Agreement and may not without the prior written consent of AP; (A) use any such equipment as collateral, or (B) sell, sublease, assign or otherwise utilise, transfer or dispose of such equipment. Licensee further acknowledges that use of equipment does not represent a transfer by AP of any intellectual property rights or other rights in and to such equipment or the Services enabled by such equipment.

- 6.2 Change of Delivery Method. AP may, in its sole discretion, choose to change, make additions to or cease the methods of delivery specified at Clause 6.1 above at any time during the Licence Period. Any such changes to delivery or to the AP global communications network will be subject to reasonable advance notice, where practicable. Licensee acknowledges that AP has no responsibility for the interface or compatibility of any third party equipment or software provided to access the Services and AP makes no representations or warranties hereunder concerning the AP global communications network.
- 6.3 Username/Password. AP may provide Licensee with username(s) and/or password(s) for access to the Services or parts thereof. Licensee shall not share or otherwise divulge such username(s) and/or password(s) to any third party, including any affiliates of Licensee. Licensee is liable for all access to the Services under its allocated username(s) and password(s).
- 6.4 Minimum Technical Requirements for Reception of Services. AP shall not under any circumstances be responsible for the quality of Licensee's reception of Services. Licensee will comply at all times throughout the Licence Period with any minimum technical requirements for reception of the services specified at:

Eutelsat

<http://www.aptn.com/80256FE9003EF444/%28httpSatellites%29/9F8B40D0886EF35580257035004D344D?OpenDocument>

Asia

<http://www.aptn.com/80256FE9003EF444/%28httpSatellites%29/773758503F603C4E80257035004D341B?OpenDocument>

Except, in the event delivery to Licensee is either:

- (i) by a direct fibre connection from the AP. In such circumstances the AP is responsible for providing part or all of the fibre connection;
- or
- (ii) via an AP appointed telecommunications provider. In such circumstances the Licensee will have a connection to the telecommunications provider, and will remain liable for the quality of that circuit.

- 6.5 Licensees receiving or accessing Content via any AP website (including without limitation; www.apimages.com, www.apexchange.com, and ~~www.apvideohub.com~~) shall abide by and adhere to the terms and conditions of each such site. In the event of a conflict between the rights granted in this Agreement (including Part 1 and Part 2 hereof) and the terms and conditions of the AP website(s), the terms of this Agreement shall prevail. However, any license or use restrictions or other special instructions associated with a particular piece of Content shall govern.

7. POST-USAGE PERIOD/EXPIRATION/TERMINATION RETENTION OF CONTENT

7.1 Upon expiration or termination of this Agreement and/or outside of the Usage Period, the following shall apply:

- (a) Licensee shall delete all Content received/downloaded by the Licensee and retained/stored in Licensee archive during the Licence Period except for Content incorporated into programming/published material and/or distributed via the Outlets where, owing to the public broadcast

nature of Licensee, Licensee may retain a public archive of the Content solely for legal and or administrative/study purposes; Licensee shall in no way be entitled to re-use Content that is stored in the public archive; and

- (b) Licensee shall "disable" and delete all Content available via an Outlet from any current news/front pages publically available during the License Period; and
- (c) Other than as permitted in Clause 7.2 below, Licensee shall not re-use, re-format, re-Publish, re-Display or re-Broadcast any Content (or any part thereof) in any way after the date of expiration, termination or outside of the Usage Period.

7.2 Content may only be retained by Licensee after the expiration or termination of this Agreement and/or outside of the Usage Period as follows;

- (a) In accordance with Clause 7.1(a) above;
- (b) Licensee may archive and retain Content in the same form in which it was originally used by Licensee during the Usage Period (e.g. an Image used to accompany a written news article first published during the Usage Period may be archived and retained only as a component part of such written news article when such article is archived in its entirety); and
- (c) Any Content archived or retained pursuant to Clause 7.2(b) above shall be made available to End-User(s) only as the result of a specific search via the "archive" and/or "search" facilities of an Outlet.

7.3 This Clause 7 will survive termination of this Agreement, and AP reserves the right to request the removal of Content from the Outlet(s) at any time outside of the Usage Period, and upon suspension, expiration or termination of this Agreement in the event the Content is made available to the public in a manner inconsistent with the terms set forth herein. In addition, AP reserves its rights to take any additional action necessary in relation to a breach of this Clause 7.

8. REPRESENTATION AND WARRANTY

8.1 Each Party represents, warrants and undertakes that (a) it has full power and authority to enter into and execute this Agreement, and (b) to carry out its obligations in accordance with the terms of this Agreement.

8.2 AP hereby disclaims any and all express or implied representations and warranties of merchantability or fitness for a particular purpose, including any such representations or warranties not set forth in this Agreement and/or made to Licensee by any third parties including, without limitation, AP employees or agents.

8.3 **DISCLAIMERS.** NONE OF AP, ITS AFFILIATES OR LICENSOR MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY AP IN THIS CLAUSE 8 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AP, ITS AFFILIATES, AND LICENSOR EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONTENT, PRODUCTS AND SERVICES CONTEMPLATED BY THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. INDEMNIFICATION

9.1 Licensee shall at all times indemnify and hold harmless AP, its subsidiaries and affiliated companies, and its officers, directors and agents, against and from any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of any breach of this Agreement by Licensee.

9.2 AP shall (i) defend at its own expense any actions, claims, suits, or proceedings brought against Licensee by a third party, other than a subsidiary or affiliate of Licensee, to the extent based upon an allegation that AP Content directly infringes any copyright in the Territory (the "Claim") and (ii) pay Licensee's damages and costs (including reasonable, documented attorney's fees) specifically attributable to Claims for which damages and costs have either been finally awarded against Licensee by a court of competent jurisdiction, or in any unappealable administrative proceeding or final arbitration award, or for which Licensee is responsible in any monetary settlement of the Claims negotiated and agreed to in writing by AP. Notwithstanding the foregoing, AP has no obligation under this Agreement to defend or reimburse for any Claim that arises in whole or part from:

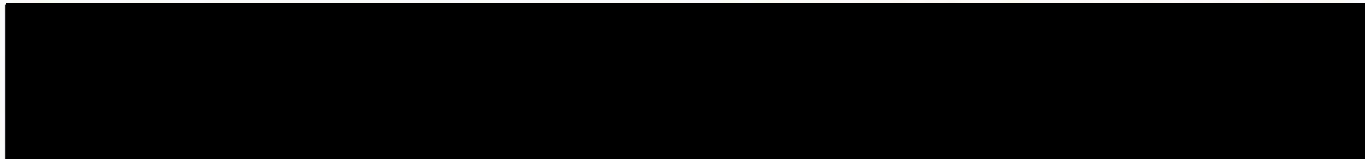
- (i) modification of the Content or Services by anyone other than AP, its authorized agents, or subcontractors;
- (ii) creating, using, licensing, distributing, reproducing, publicly performing, or marketing the Content other than in accordance with this Agreement, for unlawful purposes, for purposes not intended by AP, or not in accordance with all instructions and/or advisory notices issued by AP;
- (iii) any End-User's unlawful use of the Content.

9.3 To avail itself of indemnification under this Clause 9, a party claiming indemnification shall inform the indemnifying party in writing within fifteen (15) days of becoming aware of a claim and promptly granting the indemnifying party sole control over the investigation, defence and settlement of the claim. The party claiming indemnification shall fully cooperate with the indemnifying party and shall follow all reasonable instructions given by

the indemnifying party. The party requesting indemnification may not settle any claim without the permission of the indemnifying party, and shall take no action that prejudices the rights of the indemnifying party.

10. TERMINATION

10.1



10.2 This Agreement shall terminate in the event of any of the following: (a) the other Party ceases to function as a going concern or to conduct operations in the normal course of business, (b) the other Party files a petition under any bankruptcy or insolvency law or for the appointment of a receiver, (c) the other Party has a petition filed against it under any bankruptcy or insolvency law which petition has not been dismissed or set aside within 30 (thirty) days of its filing, (d) the other Party ceases to pay its debts as they fall due or becomes insolvent or makes a general assignment for the benefit of its creditors, or (e) if the business or property of the other Party shall come into the possession of its creditors or of a receiver.

10.3 If Licensee fails to pay to AP any Fees required under this Agreement, or otherwise materially breaches the Agreement, AP may, at its option, (a) suspend the Services until such breach is cured, or (b) in the event a breach is not cured within 30 (thirty) days, terminate this Agreement upon written notice to Licensee. In the event AP terminates the Agreement pursuant to this Clause 10.3 due to non-payment of Fees, Licensee shall remain obligated to pay the total Fees due hereunder in respect of the full Licence Period and such obligation shall survive the termination of the Agreement.

11. LIMITATION OF LIABILITY

11.1 AP does not guarantee the sequence, accuracy, authenticity or completeness of its Content and shall not be held liable in any way to Licensee for any delays, inaccuracies, errors or omissions in respect of the Content provided hereunder.

11.2 Except for each Party's obligations under Clause 9, neither Party shall be liable to the other Party in any circumstances for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise) any indirect, incidental or consequential loss (which expression shall include but not limited to loss of revenue or loss of anticipated profits, lost business; loss of opportunity; loss of reputation loss of anticipated savings and all other economic loss), special or exemplary damages arising from the Agreement. Further, neither AP nor its affiliates will be liable for any loss of data or any interruption of any licensee's property due to any cause. The Parties agree that the foregoing represents a fair allocation of risk hereunder. Nothing in this Agreement shall exclude or limit either party's liability for the tort of deceit, death or personal injury caused by negligence.

11.3 Except for each Party's obligations under Clause 9, the liability of each Party under this Agreement in respect of any proven breach (excluding non-payment), shall be financial damages up to a maximum of the sum of Licence Fee for the then-current Licence Period actually received by AP from Licensee pursuant to this Agreement as of the date of such proven breach.

12. MISCELLANEOUS

12.1 Entire Agreement; Amendments. This Agreement including the Introduction, Part 1, Part 2, Appendix A and Appendix B constitutes the entire agreement between AP and Licensee with respect to the subject matter hereof. This Agreement supersedes and replaces upon full execution any preceding oral or written agreement between the Parties pertaining to the Services provided hereunder except for any separate up-pick agreements in place between the Parties which will remain in full force and effect unless expressly stated herein. No amendment or modification of this Agreement shall be binding unless signed in writing by both Parties.

12.2 Assignment. Licensee shall not be entitled to assign, sub-licence, sub-contract or otherwise part with the burden or benefit of this Agreement or any part thereof or interest hereunder to any entity including for the avoidance of doubt any parent company, subsidiary, associated or affiliated company of Licensee without the prior written consent of AP.

12.3 Confidentiality – Please see Part 1, Special Provision 6.

12.4 Force Majeure. AP shall not be liable to Licensee for any delay or failure in performance caused by acts beyond AP's reasonable control, including without limitation, acts of God, war, riot, acts of terrorism, vandalism, sabotage, accidents, fires, floods, severe weather conditions, civil commotions, insurrection, strikes, labour disputes, mechanical breakdowns, shortages or delays in obtaining suitable parts or equipment, material, labour or transportation, interruption of utility services, acts of any unit of government agency, or any similar or dissimilar cause.

- 12.5 **Governing Law.** This Agreement shall be read and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts. If any provision of this Agreement is determined by any English court or other tribunal of competent jurisdiction to be void or unenforceable all other provisions of this Agreement shall nevertheless continue in full force and effect and the Parties shall agree to substitute for the invalid provision a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible.
- 12.6 **Government Acts and Regulations.** This Agreement shall be subject to all present and future regulations of any applicable governmental regulatory bodies. AP shall not be liable to the Licensee for any failure to perform its obligations hereunder solely where such failure results directly from government or government agency acts directly causing the immediate shut-down (temporary or permanent) of AP's business.
- 12.7 **Interpretation.** Translation of this Agreement into any language other than English shall only be for the convenience of the Parties, and in all cases interpretation shall be controlled by the English text. This Agreement may be executed in one or more counterparts.
- 12.8 **Notices.** Any notice to be given hereunder (including without limitation notice of termination) shall be deemed given when sent by (international) registered mail, return receipt requested or by courier to the following addresses ("**Notice**"):

If to AP: ASSOCIATED PRESS TELEVISION NEWS LTD

 The Interchange, Oval Road, Camden Lock,

 London NW1 7DZ, UK

Attention: LEGAL DEPARTMENT / OFFICE OF GENERAL COUNSEL

If to Licensee: ČESKÁ TELEVIZE

Address: Kavčí hory, Na Hřebeněch II 1132/4, 140 70 Praha 4, Czech Republic

Attention: [REDACTED] EBU DEPARTMENT
- 12.9 **No Waiver.** No failure or delay by either Party in exercising any right power or privilege hereunder shall operate as a waiver thereof nor shall single or partial exercise thereof preclude any subsequent exercise in law or equity or otherwise.
- 12.10 **Relationship of the Parties.** Each Party is an independent contractor. Nothing contained in this Agreement shall be interpreted as constituting a partnership or joint venture between the Parties hereto.
- 12.11 **Third Parties.** Unless expressly stated otherwise, nothing in this Agreement is intended to confer any rights on third parties which are enforceable against either or both of the Parties to the Agreement and the effect of any legislation which may infer such rights to third parties is expressly excluded from this Agreement.
- 12.12 Subject to the terms and conditions of this Agreement and prior written approval of AP (such approval not to be unreasonably withheld or delayed, Licensee shall have the right to display the AP corporate logo in the form set forth in Appendix B (as AP may update from time to time upon notice to Licensee), subject to any trademark use guidelines set forth therein, in connection with news reports from the Service under this Agreement, provided that (i) the AP corporate logo is displayed no less prominently than the logos of any other third party licensor to Licensee, and (ii) the trademark is used solely as an indicator of source of the Content and not in passing off the Licensee's service as AP's service.

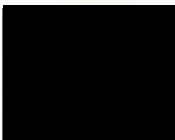
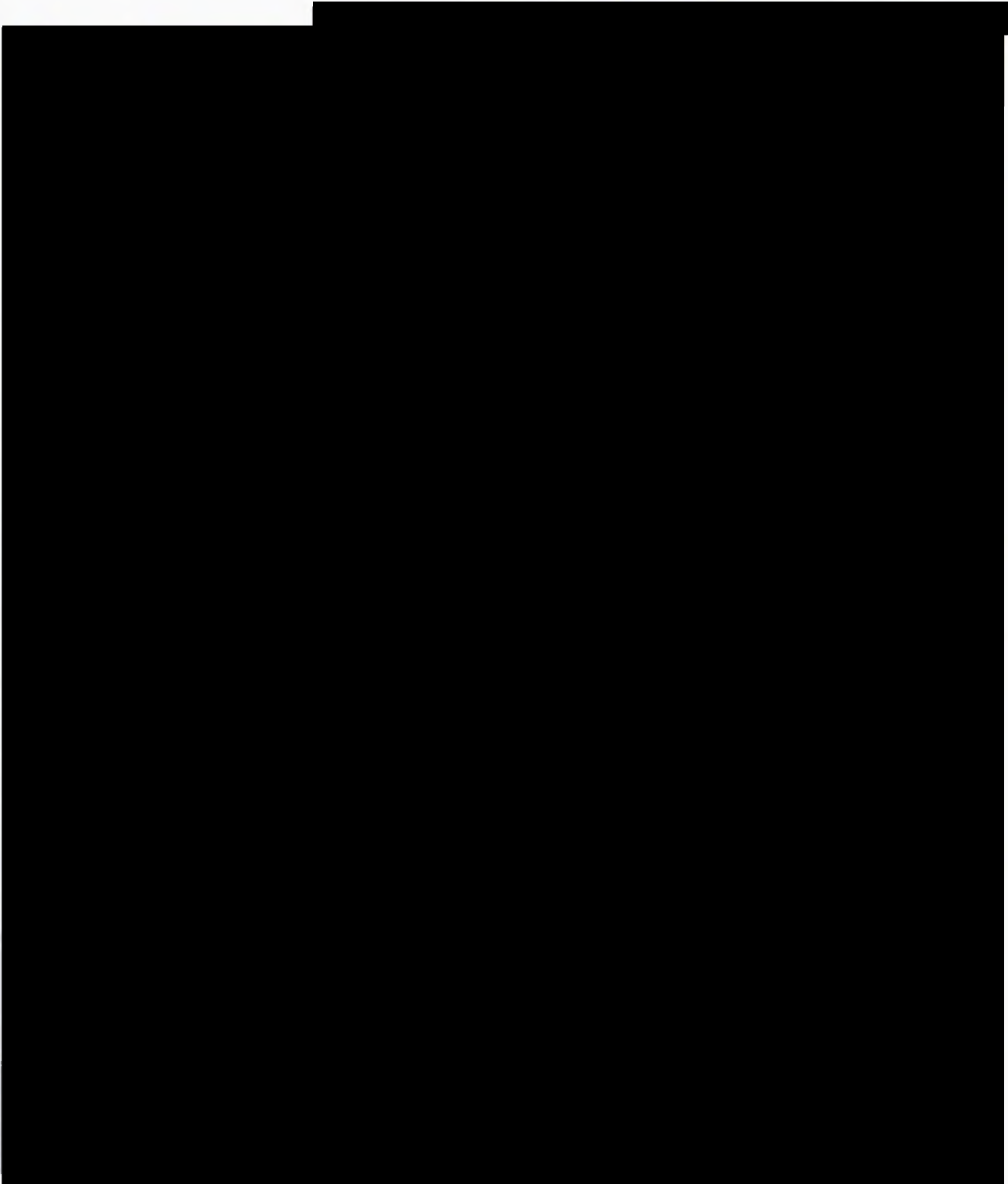
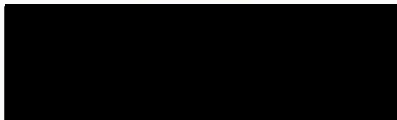
SIGNATURE	
<p>Agreed for and on behalf of ASSOCIATED PRESS TELEVISION NEWS LIMITED</p> <p>Signature: [REDACTED]</p> <p>Name: _____ Director</p> <p>Title: _____</p> <p>Date of signature: _____</p>	<p>Agreed for and on behalf of ČESKÁ TELEVIZE</p> <p>Signature: [REDACTED]</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date of signature: - 3 -03- 2017</p>

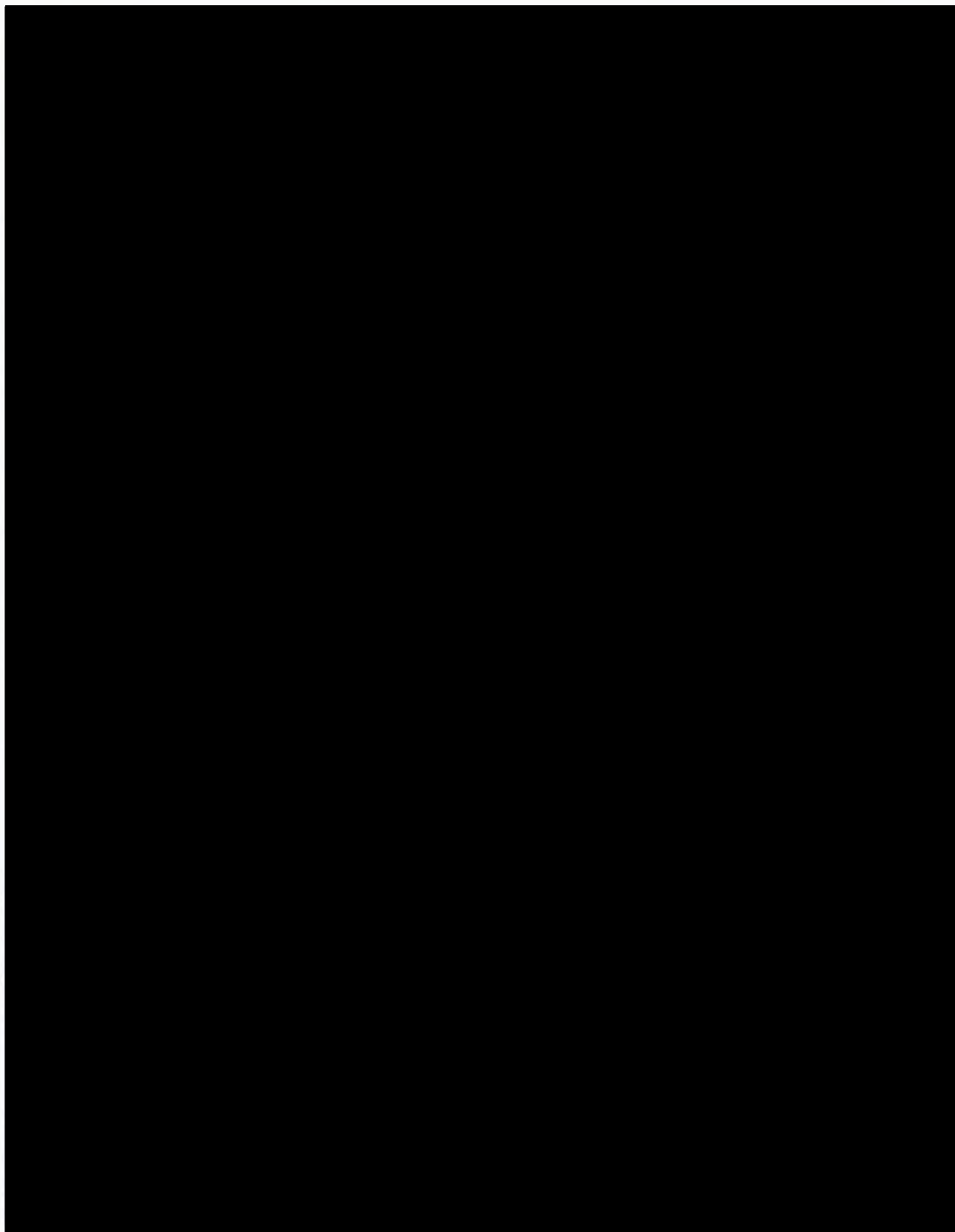


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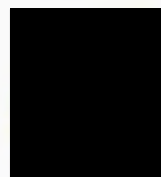






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Licensee Initials



APPENDIX B

CREDIT & COPYRIGHT NOTICE

1. Licensee will display the following copyright notices on each item of Content in the Outlet(s):

Photos:	Include the credit listed in the caption provided for the particular Image;
Text:	"(AP)", or "By The Associated Press", and the writer's byline; and/or
Video:	Include the credit listed in the information provided with the video
Graphics:	Include the credit listed in the caption provided for the particular graphic;
Other Content	Unless otherwise specified by AP, identify the source of the Content, as listed in the metadata/script/caption/other information accompanying the Content

2. With respect to Video Content, the obligation specified in Paragraph 1 above shall not apply to Video Content that is Broadcast, Displayed and/or Published via a Linear audio-visual Outlet but shall apply to Content that is Broadcast, Displayed and/or Published via a Non-Linear Outlet where practicable. Wherever it is impossible to display the Video notice on the item within the Non-Linear Outlet, Licensee will ensure that a copyright credit is displayed within any 'news sources' or equivalent section of the Non-Linear Outlet.
3. Licensee shall be responsible for updating the year for which copyright credit is given.

AP Trademark Guidelines: <http://www.ap.org/company/bran>