

EXECUTION VERSION
CONFIDENTIAL

Contract No. 1007745 / DM-22639



**FREE TELEVISION LICENSE AGREEMENT
PRINCIPAL TERMS**

This Free Television License Agreement (“**Agreement**”) dated as of August 26, 2021 (“**Effective Date**”) is between:

LICENSOR: **Paramount Pictures International Limited**
Building 5, Chiswick Park
566 Chiswick High Road
London W4 5YF
United Kingdom
VAT number: GB340819953

(hereinafter “**Paramount**”)

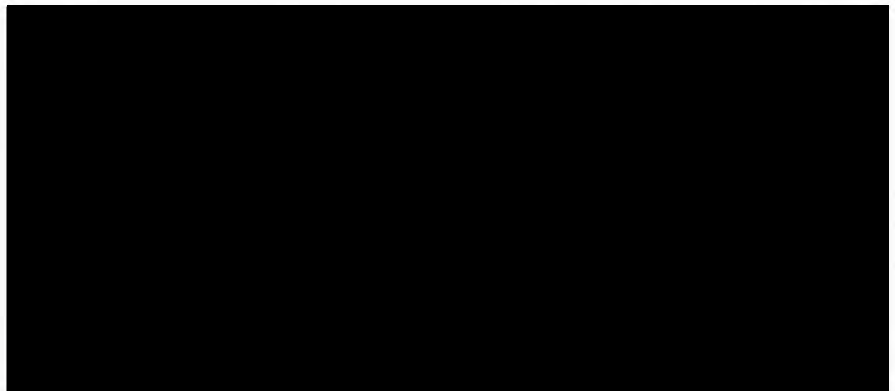
-and-

LICENSEE: **Ceska Televize**
Kavci Hory, Na Hrebenech II 1132/4
CZ - 140 70 Praha 4
Czech Republic
VAT: CZ00027383

(hereinafter “**Licensee**”)

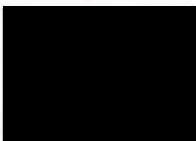
The parties hereby agree as follows:

1. **LICENSED RIGHTS:**



2. **LICENSED TITLES:** The “**Licensed Titles**” means the [REDACTED] set forth in Schedule A.

3. **TERRITORY:** The “**Territory**” means [REDACTED]



4. LANGUAGE:

(a) The "Language" means [REDACTED].

(b) [REDACTED]

5. LICENSED CHANNEL(S):

(a) The "Licensed Channel(s)" means the [REDACTED] as specified for each Licensed Title in Schedule A.

(b) [REDACTED]

6. AVAILABILITY DATE/END DATE:

The "Availability Date" and "End Date" for each Licensed Title mean the respective dates set forth in Schedule A or as otherwise advised by Paramount in writing.

7. LICENSE PERIOD:

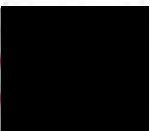
The "License Period" for each Licensed Title will commence on its Availability Date and end on the earlier of its End Date and the date of its last authorized Run.

8. EXHIBITION DAY(S) / RUNS:

(a) With respect to each [REDACTED] Licensee will be permitted up to the number of Exhibition Day(s) set forth in Schedule A in the aggregate across the Licensed Channel(s).

[REDACTED]

(d) A simultaneous exhibition of a Licensed Title on the SD feed and the corresponding HD feed of a Licensed Channel will count as one (1) Run.



9. HOLDBACKS: (a) Paramount will not authorize any third party exhibition of any Library Title in the Language in the Territory by means of Free Television during such Licensed Title's License Period.
- (b) Notwithstanding the foregoing, there will be no holdbacks granted for the Licensed Title HUD.
10. LICENSE FEES: The "License Fee" for each Licensed Title will be as set forth in Schedule A. The total License Fees due hereunder will be three hundred forty-six thousand U.S. Dollars (US\$346,000.00).
11. PAYMENT TERMS: (a) The total License Fees for all Licensed Titles will be due and payable by Licensee to Paramount in the following installments:
-
- (b) Notwithstanding the foregoing, in the event that Licensee's receipt of any invoice for amounts constituting License Fees is delayed past the aforementioned date, the applicable payment due date shall be extended until the date of Licensee's receipt of the applicable invoice.
- (c) Any invoices issued by Paramount in connection with this Agreement may be sent to Licensee via email to faktery@ceskatelevize.cz or such other address as Licensee may specify in writing.
12. MATERIALS: (a) With respect to each Licensed Title, Paramount will make available to Licensee a Master or Source File in accordance with Exhibit A; provided that (a) to the extent that a standard Master or Source File is made available by Paramount, Paramount shall bear all costs and expenses associated with such standard Master or Source File and (b) to the extent that a customized Master or Source File is made available by Paramount, Licensee shall bear all costs and expenses associated with such customized Master or Source File.
- (b) The original "master" of any Language version of a Licensed Title created by Licensee will be delivered to Paramount, at no cost to Paramount, upon expiration of the applicable Licensed Title's License Period; provided that (i) Paramount shall reimburse Licensee for any verifiable out of pocket costs incurred by Licensee in delivering such Language version to Paramount, and (ii) Paramount will be responsible for any royalty and/or residual payments payable to actors in connection with the subsequent exploitation by Paramount or its licensees (other than Licensee) of such Language version, provided that Licensee shall inform Paramount of any royalties and/or residuals payable, including rates, upon delivering such Language version to Paramount.

13. CONFIDENTIALITY: Licensee may make this Agreement available to the public to the extent required by Act No. 340/2015 of the Czech Collection of Laws (the "Act"); provided that Licensee shall consult with Paramount with respect to information that will be redacted from the Agreement pursuant to the Act prior to making such documents available to the public. The following information will be redacted from the Agreement before such documents are made available to the public: the licensed rights, territory, language, licensed channels, number of runs, the content of Schedule A to the Agreement (including names of licensed titles, license periods and license fees for individual titles), signatures, initials and bank account information.

By signing in the spaces provided below, the parties hereto have agreed to this Agreement and the attached Schedule A (Licensed Titles) and Exhibit A (Terms and Conditions) that are incorporated herein by reference. Each capitalized term used and not defined in the Principal Terms will have the meaning set forth in Exhibit A. In the event of any conflict between the foregoing ("Principal Terms") and any exhibit or schedule attached hereto, the terms of the Principal Terms will take precedence and govern. Notwithstanding anything to the contrary, the terms of this Agreement will be limited to the extent required by the laws of the European Union. Once executed and delivered by the parties, this Agreement will be deemed effective as of the Effective Date referenced above.

Ceska Televize By: [Redacted] Name: <u>Petr Dvořák</u> Title: <u>General Director</u> Date: <u>26-11-2021</u>	Paramount Pictures International Limited By: [Redacted] Name: [Redacted] Authorized Signatory Title: _____ Date: <u>4 December 2021</u>
--	---

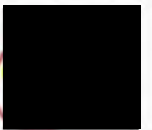
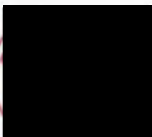
**SCHEDULE A
LICENSED TITLES**

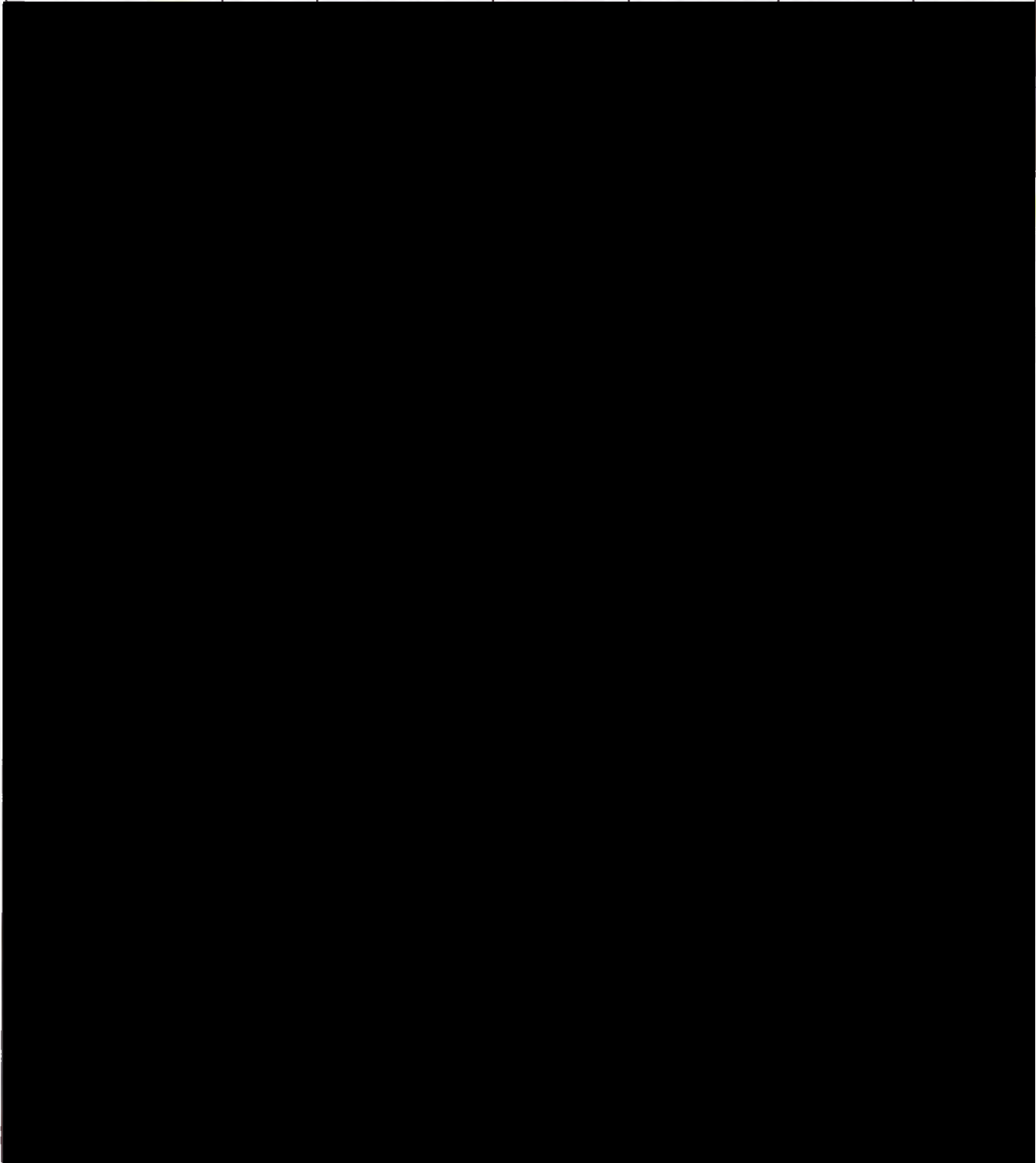
A. [REDACTED]

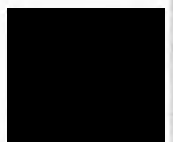
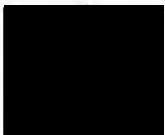
LICENSED TITLE	YEAR	AVAILABILITY DATE	END DATE	EXHIBITION DAYS	LICENSE FEE (USD)	LICENSED CHANNEL
[REDACTED]						

B. [REDACTED]

LICENSED TITLE	YEAR	AVAILABILITY DATE	END DATE	EXHIBITION DAYS	LICENSE FEE (USD)	LICENSED CHANNEL
[REDACTED]						



LICENSED TITLE	YEAR	AVAILABILITY DATE	END DATE	EXHIBITION DAYS	LICENSE FEE (USD)	LICENSED CHANNEL
						



LICENSED TITLE	YEAR	AVAILABILITY DATE	END DATE	EXHIBITION DAYS	LICENSE FEE (USD)	LICENSED CHANNEL

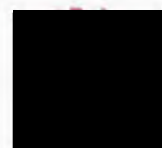
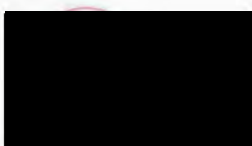


EXHIBIT A
TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in the Principal Terms have the meaning ascribed to them as follows:
- 1.1. **“Approved Promotional Materials”** means promotional and marketing materials approved by Paramount for use by Licensee to promote and market the Licensed Titles pursuant to the terms of this Agreement.
 - 1.2. **“Authorized Devices”** means personal computers, portable media devices, set-top devices and/or consumer electronics devices integrated with television displays.
 - 1.3. **“Basic Television”** means a regularly scheduled linear, encrypted transmission of audiovisual content as part of a television programming service originating only in the Territory and delivered to subscribers from a distance via closed network delivery (*i.e.*, delivery to viewers by means of a limited access distribution network, including cable and satellite, that does not allow open access to the public for delivery over the Internet): (a) for non-interactive, personal, residential viewing only by such subscribers on a television monitor or similar viewing device; and (b) in consideration for a fixed, monthly, material fee charged to such subscribers for the reception of a group of advertiser-supported television channels or program services (*i.e.*, containing scheduled programs that are regularly interrupted during their exhibition by advertising) that comprises the lowest (*i.e.*, most widely penetrated) tier of television programming available to subscribers and does not include any premium channels or program services for which a separately identifiable premium is charged. In no event will Basic Television include exhibition by any other media now known or hereafter devised, including any of the following (as defined in this Agreement or as they are commonly known in the television industry): free television, pay television, pay-per-view/near video-on-demand, video-on-demand, subscription video-on-demand, free video-on-demand, home video, theatrical exhibition or non-theatrical exhibition.
 - 1.4. **“Business Combination”** means any merger, consolidation, joint operation, management or service arrangement, or other transaction to assign, sublicense, re-license, transfer, charge or otherwise dispose of or subcontract any rights or obligations hereunder in whole or in part or any other business arrangement (regardless of how structured and whether effected in one or a series of steps or transactions), that gives a Person effective Control over the operations of Licensee or the programming or operations of the Licensed Channel(s).
 - 1.5. **“Change of Control”** means if one or more Persons acquires the power to direct the management and policies, through ownership of voting securities, by contract or otherwise (“Control”), of another Person where any such new Controlling Person was not a Controlled or Controlling Person of such Person immediately prior to such acquisition of Control.
 - 1.6. **“Free Television”** means a regularly scheduled linear, unencrypted transmission of audiovisual content originating in the Territory and delivered to viewers from a distance solely by means of over-the-air hertzian waves (VHF/UHF) or digital terrestrial television (DTT): (a) for non-interactive, personal, residential viewing on a television monitor or similar viewing device; and (b) that is capable of being intelligibly received without any charge to viewers other than fees or taxes levied by governmental agencies and/or assessed on those who operate television sets for free home television reception. Free Television may be transmitted by closed network

delivery (i.e., delivery to viewers by means of a limited access distribution network, including cable and satellite, that does not allow open access to the public for delivery over the Internet) only if and when a licensed channel is simultaneously retransmitted in its entirety on a Basic Television platform at no additional charge to a Basic Television subscriber. In no event shall Free Television include exhibition by any other media now known or hereafter devised, including any of the following (as defined in this Agreement or as they are commonly known in the television industry): basic television, pay television, pay-per-view, pay-per-day, near video-on-demand, video-on-demand, subscription video-on-demand, free video-on-demand, home video, theatrical exhibition or non-theatrical exhibition.

- 1.7. **“High Definition” or “HD”** means a video transmission of at least 720p (progressive) lines of vertical resolution and no more than 1280 horizontal pixels or 1080 lines of vertical resolution and no more than 1920 horizontal pixels.
- 1.8. **“Industry Standard”** means an application, method or hardware device that is currently widely deployed and specifically approved for the distribution of first run, feature-length motion picture content in the applicable Territory, media, format and means of delivery by (a) Paramount or (b) at least three (3) other Major Studios.
- 1.9. **“Internet Delivery”** means the delivery of digital media content files over the public, consumer network of interconnected networks, including the Internet, Internet2 and World Wide Web, each using technology that is currently known as Internet Protocol, whether transmitted through broadband distribution (bandwidth greater than 56kb/second), satellite (DTH), cable (coax, FTTH, ADSL/DSL or BPL), wireless transmission including delivery through Wi-Fi (IEEE 802.11a, b, g, n or ac specifications), Wi-Max (IEEE 802.16e or m specification) or 3GPP-LTE (Release 8 or later) and 3/4G and older comparable wireless telephony technologies (CDMA, 1XRTT, EV-DO, GSM, GPRS, EDGE, UMTS, WCDMA, HSDPA, HSUPA and other TDMA or CDMA implementations).
- 1.10. **“Major Studio”** means any member of the Motion Picture Association (“MPA”), including any affiliate or successor of such member.
- 1.11. **“Paramount Promotional Materials”** means any trailers, logos, publicity images, and/or other promotional and marketing materials supplied or made available to Licensee by Paramount for the Licensed Titles, including electronic press kits (if available) and materials available through Paramount’s secured website enterprise.viacomcbs.com (or any successor site).
- 1.12. **“Person”** means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, governmental agency or any other entity of any kind or nature.
- 1.13. **“Promotional Materials”** means, collectively, the Paramount Promotional Materials and the Approved Promotional Materials.
- 1.14. **“Standard Definition” or “SD”** means a video transmission with no more than 486 lines of vertical resolution and 864 horizontal pixels for territories that use the NTSC broadcast standard and no more than 576 lines of vertical resolution and 1024 horizontal pixels for territories that use the PAL or SECAM broadcast standard.

- 1.15. **“Stream” or “Streaming”** means: (a) the transmission of a digital media content file (the **“File”**) (i) using a streaming protocol such as RTSP or RTMP or (ii) via HTTP using a technology such as Apple Live Streaming, MS-WMSP or Adobe Dynamic Streaming for viewing simultaneously with the reception of such File on an Authorized Device and including **“Adaptive Rate Streaming”** technology that detects the available broadband throughput for Streaming and chooses the best quality encoding from the set of encodes featuring multiple bit rate encodes; (b) storing portions of the encrypted File in a temporary memory buffer (the **“Input Buffer”**) as it is being received instead of saving the File to the device’s hard drive; and (c) decrypted only in small segments of the File in a temporary volatile buffer (the **“Output Buffer”**) as is necessary for rendering the File. The Input Buffer and the Output Buffer must be cleared prior to termination (either by viewer or Licensed Channel action) of the Streaming Session.
- 1.16. **“Streaming Session”** means the period of time during which an authenticated user or account may receive a stream from a service before needing to re-authenticate with the service. The end of a Streaming Session will cause the immediate termination of a Stream and the clearing of all buffers in the Authorized Device.
- 1.17. **“Term”** means the period commencing on the Effective Date and continuing until the end of the last to expire License Period for any Licensed Title.

2. **RESERVATION OF RIGHTS.** All right, title and interest in, to and with respect to the Licensed Titles, including the elements and parts thereof, and any and all rights not specifically granted herein to Licensee will be and are specifically and entirely reserved to Paramount. Except as specifically set forth in the Holdbacks provision of the Principal Terms, the license and rights granted to Licensee herein may also be fully and concurrently exploited by Paramount without regard to whether such exploitation may be competitive with Licensee or the license and rights granted hereunder.

3. **SIMULSTREAMING**

- 3.1. Simulstreaming rights are subject to the following terms (collectively, the **“Simulstreaming Terms”**):
- 3.1.1. Simulstreaming shall be a simultaneous, unaltered transmission of the respective linear-programmed Licensed Channel(s) in its entirety, subject to differences in programming resulting solely from the lack of necessary rights required for Simulstreaming provided such differences are infrequent in number and non-material in scope.
- 3.1.2. Simulstreaming will only be offered for personal, residential viewing.
- 3.1.3. Simulstreaming will not be offered for an additional fee (whether a per-viewing fee, access fee, incremental subscription fee or any other fee).
- 3.1.4. Simulstreaming will not generate any revenue for Licensee or any third party.
- 3.1.5. Simulstreaming will only be made available via a mobile application or website that is owned and controlled by Licensee.

3.1.6. Licensee shall, prior to authorizing Simulstreaming on an Authorized Device, confirm that such Authorized Device is located in the Territory using Industry Standard IP address geo-filtering technology.

3.2. In the event of a breach by Licensee of any of the Simulstreaming Terms, Paramount will have the right to immediately terminate the Simulstreaming rights granted hereunder.

4. TRANSMISSION MATERIALS

4.1. **General.** For each Licensed Title, Paramount or its designee shall make available to Licensee, at Licensee's sole cost and expense: (a) a source file ("**Source File**") or a videotape or digitally encoded master (a "**Master**") in SD format; or (b) if Licensee is granted HD rights pursuant to the terms of this Agreement, a Source File or Master in HD format, if available to Paramount without incremental cost. Paramount or its designee shall also make available any Language file or Master in the Language (as applicable) for each Licensed Title, if available to Paramount without incremental cost. Licensee will be entitled to down-convert a Source File or a Master, as applicable, from HD format to SD format; provided that any such down-converted version (i) is of a quality equal to or exceeding then-current industry standards and (ii) maintains the original aspect ratio of the applicable HD materials.

4.2. **Source Files.** If a Source File is made available for a Licensed Title, such Source File will be provided via Aspera or such other secure method as mutually agreed between Licensee and Paramount. Licensee will be responsible for multiplexing and transcoding each Licensed Title from such Source File to mutually-agreed transcoding specifications for exhibition on the Licensed Channel(s) as permitted herein, at Licensee's sole cost including any costs associated with quality control by Paramount or its designee. Paramount or its designee will have the right to review and approve Licensee's transcoded files at any time for quality assurance purposes. All Source Files will be conclusively deemed suitable for the purposes hereunder within fifteen (15) business days following Licensee's receipt thereof, unless written notice of defect is delivered to Paramount before such date. In the event that any Source File is defective, Paramount will not be liable to Licensee for any damages that may arise from Licensee's inability to exhibit or transmit the applicable Licensed Title, including any lost profits or consequential damages. The Source File, transcoded files and any other digital files, however recorded, with respect to a Licensed Title (whether provided by Paramount or Paramount's designee or created by Licensee) will be the sole property of Paramount. Unless otherwise requested by Paramount, Licensee shall destroy all such files in Licensee's possession or control for each Licensed Title within thirty (30) days following the last day of such Licensed Title's License Period or such later time as agreed upon in writing by the parties, and Licensee shall provide Paramount with an officer's certificate confirming such destruction.

4.3. **Masters.** If a Master is made available for a Licensed Title, Licensee will be responsible for creating a suitable duplicate or cloned broadcast submaster ("**Submaster**") from the applicable Master, at Licensee's sole cost including any costs associated with quality control by Paramount or its designee. Paramount or its designee will have the right to review and approve Licensee's Submasters at any time for quality assurance purposes. All Masters will be conclusively deemed suitable for the purposes hereunder within twenty (20) business days following Licensee's receipt thereof, unless written notice of defect is delivered to Paramount before such date. In the event that any Master is defective, Paramount will not be liable to Licensee for any damages that may arise from Licensee's inability to exhibit or transmit the applicable Licensed Title, including any lost profits or consequential damages. Masters and Submasters, however recorded, with respect to a Licensed Title (whether provided by

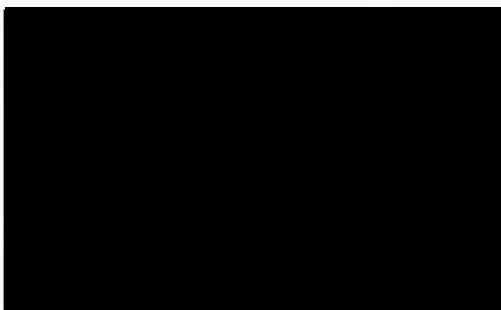
Paramount or Paramount's designee or created by Licensee) will be the sole property of Paramount and Licensee shall destroy or return, at Paramount's option, all Masters and Submasters in Licensee's possession or control for each Licensed Title within thirty (30) days following the last day of such Licensed Title's License Period or such later time as agreed upon in writing by the parties. In the event of destruction, Licensee shall provide Paramount with an officer's certificate confirming such destruction.

- 4.4. **Language Versions.** If a Language file or a Master in the Language, as applicable, for a Licensed Title or Promotional Material is not available without incremental cost to Paramount, Licensee may create a Language version at its sole expense, subject to Paramount's prior written approval on a case-by-case basis and oversight and prior written approval of all key creative elements (including, to the extent applicable, title selection, dubbing studio selection, voice casting and translations) in its sole discretion. In connection with Licensee's creation of a Language version: (a) Licensee shall abide by all third party contractual obligations; (b) Licensee shall ensure that such Language version is of first class quality and reflects as accurately as possible the original language version, including with respect to title, character names and key phrases; (c) with respect to any services engaged or materials created by or on behalf of Licensee, the rights obtained for Paramount by Licensee will include worldwide, perpetual rights, for any and all media (now or hereafter created), with the specific agreement that Paramount will be free to exploit any such Language version without any obligation to make additional payments to Licensee or to third parties; and (d) the original "master" of any such Language version created by Licensee will be delivered to Paramount, at no cost to Paramount, upon expiration of the applicable Licensed Title's License Period. Licensee shall promptly execute and/or furnish to Paramount documentation evidencing Paramount's ownership of the copyright and all other rights and interest in and to such Language version. Licensee shall (on Paramount's behalf) obtain from all third parties involved in the preparation of any Language version all rights in and to the materials relating to the preparation of such Language version, including any translations as well as all copyrights and other rights in and to such materials. In the event that Licensee, by operation of law or by purchase from any third party, acquires or is deemed to have acquired rights (other than the rights specifically granted to Licensee hereunder) in any such materials, including dubbing or sub-titling materials related to a Licensed Title or Promotional Material, such rights under copyright and otherwise are irrevocably assigned and transferred to Paramount in perpetuity, without exception or reservation. In connection with and in furtherance of the foregoing assignment and transfer, Licensee hereby agrees that it shall, if requested by Paramount, take all necessary or appropriate further action to document such assignment and transfer to Paramount of all right, title and interest in and to any such materials.
- 4.5. **Materials Created by Licensee.** Any versions of the Licensed Titles or Promotional Materials created by Licensee, including those created to format, configure or prepare the Licensed Titles for exhibition on the Licensed Channel(s) in accordance with the terms of this Agreement, will be created by Licensee as works-made-for-hire in favor of Paramount under applicable copyright laws, and Paramount will be deemed to be the author and owner of all right, title and interest in and to such versions, including all copyrights therein and thereto (and all renewals and extensions thereof). If for any reason any such version is determined not to be a work-made-for-hire in favor of Paramount, Licensee hereby irrevocably assigns and transfers to Paramount all right, title and interest in and to each such version in perpetuity. In connection with and in furtherance of the foregoing assignment and transfer, Licensee hereby agrees that it shall, if requested by Paramount, take all necessary or appropriate further action to document such assignment and transfer to Paramount of all right, title and interest in and to each such version. Licensee shall not permit any lien, charge, pledge, security interest, mortgage or other

encumbrance to attach to: (a) any Licensed Titles, Promotional Materials or versions of any of the foregoing; or (b) any rights granted under this Agreement to exploit any of the foregoing.

5. PAYMENT TERMS

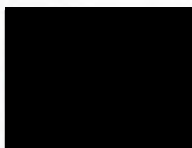
- 5.1. All payments due to Paramount under this Agreement will be made in U.S. Dollars. All payments will be made by wire transfer to the following account(s), or such other account(s) as Paramount may specify, and confirmation of payment will be delivered via email as specified by Paramount:



- 5.2. All payments due to Paramount under this Agreement will not be subject to any withholding or set-off by Licensee, other than withholding taxes in accordance with this paragraph. Licensee shall bear, and shall be responsible to collect and pay, any and all taxes, levies, charges, duties and customs of any kind, however imposed or levied (including income, receipts, ad valorem, sales, use, excise, purchase and value added taxes, as applicable), under any statute, law, rule, or regulation now or hereafter imposed by any court or governmental authority relating to or in connection with any license granted to Licensee or any access to or distribution of any Licensed Title pursuant to this Agreement. In the event Paramount must make any such payment, Licensee shall reimburse Paramount for such charges at Paramount's demand and the failure to do so will be considered an Event of Default under Section 15 of these Terms and Conditions. Notwithstanding the foregoing, Licensee shall be entitled to deduct withholding taxes imposed on, and required by the law of Licensee's country of residence to be deducted by, Licensee on payments made by Licensee to Paramount if (a) the same are actually paid by Licensee with respect to the applicable Licensed Titles, and (b) Licensee delivers to Paramount, on a quarterly basis, tax certificates evidencing all withholding taxes actually paid by Licensee in connection with each of the Licensed Titles.
- 5.3. Time is of the essence in the performance by Licensee of its accounting and payment obligations hereunder. Interest will accrue and be payable on any License Fees or any other amounts due, including any minimum guarantees or advances, not paid as provided in this Agreement at a rate ("**Interest Rate**") equal to the lesser of: (a) two and one-half percent (2.5%) above the prime rate, as designated by Citibank N.A. from time to time, compounded monthly; and (b) the highest rate allowed by law.

6. REPORTS AND AUDITS

- 6.1. If requested by Paramount, Licensee shall report to Paramount no later than fifteen (15) days after such request all information related to the exhibition or transmission of the Licensed Titles on the Licensed Channel(s) as required by Paramount in its specified format, including (a) the Licensed Titles exhibited or otherwise transmitted during the applicable reporting period, (b) the number of Exhibition Days of each Licensed Title taken during such reporting period, (c)



the Licensed Channel(s) over which each Exhibition Day was taken and (d) the date and time of each Run of a Licensed Title taken during the applicable period. Licensee shall also provide any additional data, information and substantiating documentation as Paramount may reasonably request from time to time, which is either necessary to substantiate the foregoing or which Paramount requires in order to calculate and pay third party rights holders in connection with Licensed Titles or other suppliers and licensors. All reports will be delivered via email as specified by Paramount.

- 6.2. During the Term and for a period continuing until the later of three (3) years thereafter or the date of resolution of an audit that has commenced or been noticed (the “**Audit Period**”), Licensee shall maintain complete and accurate records sufficient for Paramount to verify compliance with the terms hereunder, including the accuracy of any payment hereunder and information that is or should be included in any report provided to Paramount (collectively, “**Audit Information**”). Paramount and/or its designees will have the right, upon thirty (30) days prior written notice, to examine, copy and audit such records related to Audit Information at any time during Licensee’s standard business hours at the office(s) where such records are regularly maintained or, if such records are maintained electronically, at the office(s) designated by Paramount in its reasonable discretion or by means of electronic download of such data. Any such audit will be at Paramount’s expense and will take place no more than once in any twelve (12) month period. In the event that any such audit reveals an underpayment to Paramount (“**Shortfall**”), Licensee shall immediately pay to Paramount the Shortfall together with interest calculated at the Interest Rate. Notwithstanding the foregoing, in the event any Shortfall exceeds five percent (5%) of the License Fees due for any calendar month, Licensee shall reimburse Paramount for the costs and expenses of the audit, including accountants’ and attorneys’ fees. The exercise by Paramount of any right hereunder, including the acceptance by Paramount of any report or payment, will be without prejudice to any of Paramount’s rights or remedies and will not bar Paramount from thereafter disputing the accuracy of such payment or statement, and Licensee shall remain fully liable for any amounts due under this Agreement.

7. SECURITY

- 7.1. Licensee shall employ Industry Standard security, digital rights management technology and content protection necessary and appropriate to prevent theft, pirating, unauthorized retransmission and/or copying or duplication of any Licensed Title. Without limiting the foregoing, the security, digital rights management technology and content protection used by Licensee to protect the Licensed Titles will be no less protective than the security, digital rights management technology and content protection used to protect any other audiovisual content on the Licensed Channel(s), including any first-run motion picture licensed from any other Major Studio.
- 7.2. Licensee hereby accepts responsibility for preventing the loss or theft of any Source Files, Masters or Promotional Materials (collectively, the “**Materials**”) from the time of their delivery to Licensee until their destruction or return to Paramount, as applicable. If any of the Materials are lost, stolen, destroyed or damaged, Licensee shall: (i) promptly notify Paramount in writing, (ii) if Paramount elects, cooperate with Paramount to the fullest extent in any attempt by Paramount to recover such Materials, and (iii) reimburse Paramount the costs of replacement thereof within seven (7) days of invoicing by Paramount. No reimbursement or other payment by Licensee to Paramount will be construed to transfer to Licensee any right, title or interest in or to the Materials.

8. **MARKETING AND PROMOTION.** Licensee shall use the Promotional Materials only to market and promote in the Language the availability of a Licensed Title on the Licensed Channel(s) in accordance with the terms and conditions of this Agreement, including in this Section 8.
- 8.1. Licensee shall not use any promotional or marketing materials in connection with any Licensed Title except the Promotional Materials.
- 8.2. Licensee acknowledges that Licensee's right to use the names, voices, likenesses and performances of persons appearing in the Promotional Materials (collectively, the "Attributes"), and music and other third-party content in such Promotional Materials, are subject to limitations and restrictions. Licensee agrees to comply with all instructions and restrictions made available to Licensee by Paramount with respect to the use of any Promotional Materials.
- 8.3. Licensee shall not, without Paramount's prior written approval, add to, subtract from or otherwise modify any Promotional Materials (including size, prominence and position of credits, logos, and copyright or other notices), except that Licensee may add a call-to-action to Promotional Materials as required by this Agreement.
- 8.4. Licensee shall not promote, market or announce a Licensed Title or the availability thereof, or exploit any Promotional Materials related to the title, (a) prior to the date that is thirty (30) days prior to the Availability Date for the title or (b) after the last day of the License Period for the title.
- 8.5. Licensed Titles, Promotional Materials, the logo of Paramount or any affiliate of Paramount, and the Attributes shall not be used: (a) in or in connection with a commercial tie-in or co-promotion with any brand (including Licensee), program, service (including the Licensed Channel(s) or any service provided by Licensee), or product (collectively, "Promotional Parties"); or (b) in a manner that constitutes an endorsement or testimonial, express or implied, of any Promotional Party.
- 8.6. Licensee shall not use the Licensed Titles or Promotional Materials in any way that is derogatory to any title distributed by Paramount, any person connected with the production thereof or depicted therein, Paramount or its affiliates, agents, representatives, and associates, or the literary material upon which any Licensed Title is based.
- 8.7. Sponsorship of a Licensed Title (including, by way of example, providing Promotional Parties with "presented by" or "brought to you by" branding of a Licensed Title) is not permitted without Paramount's prior written approval.
- 8.8. Licensee shall not actively promote or market the availability of any Licensed Title or the Licensed Channel(s) to viewers located outside of the Territory. Program guides may only be made available to viewers in the Territory.
- 8.9. Licensee shall not use Promotional Materials without Paramount's prior written approval in connection with: (a) any sweepstakes, games, contests, or lotteries; or (b) any revenue generating activity, including placing pre-roll advertising for any Internet Promotion.
- 8.10. Unless otherwise approved in writing by Paramount, all Promotional Materials must contain a call-to-action for each Licensed Title, which must include an on-screen display of the Licensed

Title with its general or specific availability (i.e., the specific date(s) when exhibited) on the Licensed Channel(s).

- 8.11. Promotional Materials exhibited via the Internet ("**Internet Promotion**") may only be placed on Licensee's proprietary website(s), Licensee-controlled social media account(s), and other websites and social media outlets approved in writing by Paramount. Such Internet Promotion is authorized only in the Language, and only as intended to reach viewers located in the Territory.
 - 8.12. Licensee shall not, and shall not authorize or permit any third party to, advertise or promote any alcohol, tobacco, firearms or related products during the exhibition of or in connection with any Licensed Title.
 - 8.13. The parties shall discuss in good faith modifications to any promotion or marketing that Paramount: (a) believes violates the provisions in this Agreement; or (b) reasonably determines would or might (i) infringe upon the rights of others, (ii) violate any law, court order, governmental regulation or other ruling of any governmental agency or (iii) subject Paramount or any of its affiliates to any liability. If the parties are unable to promptly resolve the matter to their mutual satisfaction, then Licensee shall immediately discontinue promoting or marketing in such manner.
 - 8.14. Unless otherwise requested by Paramount, Licensee shall promptly destroy all Promotional Materials for each Licensed Title immediately following the last day of the License Period for the title and shall provide Paramount with an officer's certificate confirming such destruction.
 - 8.15. Paramount will have no liability for any materials relating to the Licensed Titles that are created by or on behalf of Licensee (other than any materials properly made and used by Licensee under the terms herein), and Licensee shall indemnify and hold Paramount harmless from and against any and all claims, actions, suits or other proceedings for any and all damages, liabilities, costs and expenses (including reasonable outside attorneys' fees) arising from the creation or use of any such materials.
 - 8.16. Without Paramount's prior written approval, Licensee shall not, and shall not authorize or permit any third party to, market or otherwise make the Licensed Channel(s), or any part thereof, available as a "white label" content offering for any third party (e.g., a non-Licensee branded service, a co-branded service or any instance in which a third party receives any branding attribution).
9. **PROHIBITED CONTENT.** The Licensed Channel(s) will not contain or incorporate any of the following: (a) pornographic, X-rated and/or NC17-rated (or its local equivalent) content (collectively, "**Adult Content**"); or (b) advertisements, promotions and/or offers for the purchase, sale or rental of any Adult Content.
10. **OVERSPILL.** Licensee acknowledges that exhibitions of a Licensed Title originating outside the Territory may be received by viewers located within the Territory by way of incidental "overspill" of broadcasts originating from neighboring or proximate territories and/or as permitted by laws or regulations applicable in the Territory, and Licensee agrees that such reception shall not constitute a breach of this Agreement or an infringement of any of Licensee's rights under this Agreement by Paramount. Licensee further acknowledges that the reception and simultaneous relay into or within the Territory by a third party of any transmission of a Licensed Title authorized primarily for reception

outside of the Territory shall not constitute a breach of, or an infringement of any of Licensee's rights under, this Agreement by Paramount.

11. **ALTERATION OF LICENSED TITLES.** Licensee will have no right to modify, enhance, edit, translate, adapt, perform, publicly display, create derivative works based on or otherwise alter the Licensed Titles (except as necessary to technically enable the exhibition or transmission of the Licensed Titles, including any necessary formatting and configuration of the Source Files and/or Masters, as applicable, in accordance with the terms of this Agreement, hereinafter "**Technical Incidents**"). Subject to Paramount's prior written approval in each case, such approval to be exercised in Paramount's sole discretion, Licensee shall not make or permit any modifications or changes, other than the Technical Incidents, to the Licensed Titles, including (a) editorial or contextual changes, (b) incorporation or overlay of any audiovisual, graphical, text or any forms of advertising, or (c) changes to any trademarks, copyright notices or any other attribution, artwork or materials displayed or associated with any Licensed Title. In the event Paramount approves an alteration, the same will be made at Licensee's expense. Without limiting the foregoing, if the Master or Source File for a Licensed Title designates points at which commercial announcements may be inserted, Licensee may insert commercial announcements at such points.

12. **REPRESENTATIONS AND WARRANTIES**

12.1. Licensee represents and warrants that:

- 12.1.1. It is and will throughout the Term remain a legal entity validly organized and existing in good standing under the laws of its place of organization;
- 12.1.2. It has the full and sole authority and ability to enter into and perform under this Agreement, and it is under no obligation that might interfere with its performance hereof;
- 12.1.3. It shall not use or authorize the use of the Licensed Titles or any materials related thereto except as authorized by this Agreement; and
- 12.1.4. The license granted for each Licensed Title has been separately negotiated and separately agreed upon, the License Fee for each Licensed Title represents fair value and Paramount did not grant or directly condition the granting of any license upon Licensee's agreement to accept any other program, product or service.

12.2. Paramount represents and warrants that:

- 12.2.1. It is and will throughout the Term remain a legal entity validly organized and existing in good standing under the laws of its place of organization; and
- 12.2.2. It has the authority and necessary rights to enter into and perform under this Agreement, and it is under no obligation that might interfere with its performance hereof.

13. **MUSIC**

- 13.1. Paramount represents and warrants that, to the best of its belief and knowledge, the performing rights in the music contained in each Licensed Title for the Territory are: (a) controlled by Broadcast Music, Inc. ("**BMI**"), American Society of Composers, Authors & Publishers ("**ASCAP**"), SESAC, Inc. ("**SESAC**"), or other performing rights society; (b) in the public

domain; or (c) controlled by Paramount to the extent necessary to permit Licensee's use of the Licensed Title in accordance with this Agreement.

- 13.2. To the extent the performing rights are controlled by BMI, ASCAP, SESAC, or other performing rights society, Licensee agrees that, as between Paramount and Licensee, in the event any fees are owing to any performing rights society or licenses are required for performance of the music, Licensee shall be solely liable for paying such fees and obtaining such licenses and shall indemnify and hold Paramount harmless from and against any and all claims, actions, suits or other proceedings for any and all damages, liabilities, costs and expenses (including reasonable outside attorneys' fees) arising from Licensee's failure to do so. If requested by Licensee and if available to Paramount, Paramount shall make available to Licensee all necessary information concerning the title, composer and publisher of all such music.

14. INDEMNIFICATION

- 14.1. **Paramount's Indemnity.** Paramount shall defend, indemnify, and hold harmless Licensee and its officers, directors, and employees from and against all third-party claims, actions, suits or other proceedings (each a "**Third Party Claim**") to the full extent of any liabilities, costs, damages and expenses (including reasonable outside attorneys' fees) arising from or in connection with (a) Paramount's actual or alleged material breach of any of the provisions of this Agreement, or (b) the exhibition of a Licensed Title pursuant to the Agreement in which the exhibition actually or allegedly violates or infringes upon the trade name, trademark, copyright, literary or dramatic right or right of privacy of any person, or constitutes a libel or slander of any person except, however, Paramount's indemnity hereunder shall not apply to any claim related to or based upon the materials added or produced by Licensee, or upon deletions, cuts or other edits made by Licensee to the Licensed Titles or Promotional Materials without Paramount's prior written approval. The foregoing indemnity provision will not apply to the music performance fees payable to music performing rights societies (e.g., BMI) as specified in Section 13 of these Terms and Conditions for which Licensee has the sole obligation for payment.
- 14.2. **Licensee's Indemnity.** Licensee shall defend, indemnify, and hold harmless Paramount, its parents, subsidiaries, and affiliates, and their respective agents, officers, directors and employees, from and against any and all Third Party Claims to the full extent of any damages, liabilities, costs and expenses (including reasonable outside attorneys' fees) arising from or in connection with: (a) Licensee's actual or alleged material breach of any of the provisions of this Agreement; (b) actual or alleged inaccuracy in any representations or warranties; (c) an actual or alleged failure or breach of any security measures and requirements (including by any third party acting on Licensee's behalf or at its direction); (d) Licensee's actual or alleged failure to obtain all right and license to use all intellectual property used in the Licensed Channel(s), including software, patented equipment, methods and processes, but excluding any intellectual property provided by Paramount to Licensee; (e) any alterations, modifications or changes to the Licensed Titles or Promotional Materials, except as permitted by this Agreement; (f) the distribution of any material other than Promotional Materials and materials for the Licensed Titles, as delivered or otherwise made available by Paramount, in connection with or relating to the Licensed Titles; (g) Licensee's Internet Promotion including government and regulatory claims or violations of content restrictions of any jurisdiction having access to the Internet Promotion; or (h) any acts of Licensee in connection with the distribution of any Licensed Title or otherwise in connection with exercise of its rights under this Agreement that are, or are alleged to be, unlawful or negligent.

14.3. Procedure

- 14.3.1. The indemnified party shall promptly notify the indemnifying party of any Third Party Claims for which indemnification is sought, provided that the failure to timely give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. The indemnifying party may elect to assume and control the defense of any such Third Party Claim at its own expense and with counsel of its own choosing (subject to obtaining the indemnified party's consent to retaining such counsel) and shall be entitled to assert any and all defenses available to the indemnified party to the fullest extent permitted by applicable law.
- 14.3.2. If the indemnifying party elects to assume and control the defense of the Third Party Claim, it shall promptly notify the indemnified party of its intention to do so, and the indemnified party shall cooperate fully with the indemnifying party and its counsel in the defense of such Third Party Claim. The indemnifying party shall not settle, compromise, or discharge or admit any liability with respect to, any such Third Party Claim without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld, delayed, or conditioned). Notwithstanding an election by the indemnifying party to assume and control the defense of a Third Party Claim, the indemnified party shall have the right to employ separate counsel and to participate in the defense of such Third Party Claim; provided that the indemnified party shall bear the fees, costs, and expenses of such separate counsel except where (a) the indemnified party shall have determined in good faith that an actual or potential conflict of interest makes representation by the same counsel or the counsel selected by the indemnifying party inappropriate, or (b) the indemnifying party has authorized in writing the indemnified party to employ separate counsel at the indemnifying party's expense.
- 14.3.3. If the indemnifying party does not elect to assume and control the defense of the Third Party Claim, the indemnified party shall have the right, in addition to any other right or remedy it may have hereunder, at the indemnifying party's expense, to defend such Third Party Claim, subject to the right of the indemnifying party to approve the counsel selected by the indemnified party (which approval shall not be unreasonably withheld, delayed, or conditioned). The indemnified party shall not settle, compromise, or discharge or admit any liability with respect to such Third Party Claim without the written consent of the indemnifying party (which consent shall not be unreasonably withheld, delayed, or conditioned).
- 14.3.4. Notwithstanding the foregoing subsections, Paramount may, whether as the indemnifying or indemnified party, after reasonable, good faith consultation with Licensee, in its sole discretion and without the consent of Licensee, settle, compromise, and/or consent to the entry of any judgment on account of or otherwise seek to terminate any pending or threatened claim by or on behalf of any actor, director, musician, producer, artist or other party with which Paramount has or may have a talent relationship on such terms as are reasonable by the standards of the film and entertainment industry with respect to similar claims.

15. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" for purposes of this Agreement: (a) Licensee fails to make any payment as and when required under this Agreement and has not cured such failure within ten (10) days after Paramount's notice; (b) Licensee fails or refuses to perform any of its other material obligations hereunder and has not cured such failure or refusal to

perform within thirty (30) days after Paramount's notice; (c) Licensee becomes insolvent, files a petition under any bankruptcy act or has any such petition filed against it, has any of its property attached and such attachment is not released within sixty (60) days, executes an assignment for the benefit of creditors, or appoints or has appointed a receiver, custodian, liquidator or trustee for any of its properties; (d) Licensee attempts to make or makes any assignment, transfer or sublicense of the Agreement without Paramount's prior written consent; (e) Licensee voluntarily or by operation of law loses its right or ability to exhibit or transmit the Licensed Titles in the Territory and such right or ability is not restored within sixty (60) days of such occurrence; (f) Licensee loses any required license pursuant to an action of any duly constituted governmental, judicial or legislative authority and such license is not restored within sixty (60) days of such occurrence; (g) Licensee actively promotes or markets any Licensed Title and/or the Licensed Channel(s) to viewers located outside of the Territory; (h) Licensee intentionally exhibits or transmits for reception any Licensed Title outside of the Territory; and/or (i) Licensee exhibits or transmits any Licensed Title in a manner that jeopardizes or interferes with Paramount's or Paramount's parent's, affiliates' or subsidiaries' title or right to possession of any Licensed Title, including permitting or causing attachments, executions, liens or encumbrances thereon or other similar burden. Upon the occurrence of an Event of Default, and without limiting any other remedies available to Paramount either at law or in equity, Paramount shall have the right, at its option: (1) to suspend the delivery of any materials under this Agreement; (2) to require the immediate return of all materials delivered or otherwise made available to Licensee hereunder; (3) to suspend Licensee's right to transmit or exhibit the Licensed Titles until such Event of Default has been cured and all License Fees and any other amounts then due or to become due under this Agreement have been paid in full; and/or (4) to either (i) terminate this Agreement which termination shall not excuse breaches of this Agreement which have already occurred or (ii) accelerate all License Fees and any other amounts then due or to become due under this Agreement to become immediately due and payable.

16. **ROYALTIES AND LEVIES.** Except as expressly provided herein, this Agreement will not confer upon Licensee any retransmission, video rental, private copy, public performance, or other rights with respect to the Licensed Titles for which there exists a procedure for making payments to rightsholders through a collection management organization (e.g., a collection society or agency). Licensee is not entitled to collect: (a) any fees, royalties or other payments (e.g., AGICOA royalties) (collectively, "**Retransmission Monies**") of any kind in connection with the relay or retransmission by any and all means (including cable, satellite, terrestrial signal or Internet delivery or by any means now known or hereafter developed) by third parties of any transmission or exhibition of any Licensed Title; (b) any fee, levy or similar charge which may or should be collected as a result of the exhibition of any Licensed Title, or part thereof, in the Territory with respect to the copying, by any means, of the sound and/or visual elements of any Licensed Title, including surcharges on the sale of videocassette or disc recorders, computers, blank video cassettes, audio, video or computer discs or similar items now known or hereafter developed ("**Video Levies**"); or (c) any fee, levy, or similar charge which may or should be collected as a result of the original transmission, broadcast, or other exhibition of any Licensed Title ("**Public Exhibition Fees**"). All such amounts, as between Paramount and Licensee, will be the sole property of Paramount. Further, if the retransmission or other use of the Licensed Titles is permitted or mandated under any present or future statute, governmental regulation or operation of law, Licensee hereby assigns to Paramount all of Licensee's right, title and interest in and to any Retransmission Monies or other rights to which Licensee may be entitled pursuant to any such statute, governmental regulation or applicable law, and Paramount may, in its own right or on behalf of Licensee, make whatever application Paramount in its sole discretion determines is necessary or desirable to petition for such Retransmission Monies or for enforcement of such other rights. Licensee shall do all such acts and execute all such documents as Paramount (or its designee) may hereafter request in order to comply with the requirements of such statute, governmental regulation or applicable law; and, if Licensee fails to do so within one (1) month of any such request, Licensee hereby appoints Paramount (or its designee) as its attorney-in-fact and duly authorized agent to do all such acts and execute all such documents on its behalf. Licensee acknowledges

that such appointment is coupled with an interest and is irrevocable, and Licensee agrees to assist Paramount (or its designee), to the extent necessary and at Licensee's sole cost, to receive any and all Retransmission Monies, Video Levies and/or Public Exhibition Fees. Any such monies that Licensee may receive will be held by Licensee as agent or trustee for Paramount and, upon Paramount's request, promptly paid by Licensee to Paramount (or its designee) without deduction of any kind.

17. SUSPENSION AND WITHDRAWAL

- 17.1. Paramount may, in its sole discretion, withdraw or suspend the license and any and all related rights granted herein for, or in connection with, any Licensed Title immediately and at any time if: (a) Paramount reasonably determines that the exhibition or transmission thereof would or might (i) infringe upon the rights of others, (ii) violate any law, court order, governmental regulation or other ruling of any governmental agency or (iii) subject Paramount or any of its affiliates to any liability; (b) a Source File or a Master for a Licensed Title is not available to Paramount without incremental cost; or (c) Paramount, using its good faith judgment, believes it is commercially reasonable to do so, including for a legitimate marketing related decision in the event of a theatrical re-release, remake, prequel, sequel or moratorium thereof. Paramount shall provide Licensee as much notice as is reasonably practicable prior to withdrawing or suspending the license and/or any and all related rights granted herein for, or in connection with, any Licensed Title. Licensee agrees that the withdrawal or suspension of any Licensed Title pursuant to this Agreement will not be deemed to be a breach of this Agreement or subject Paramount to any liability, and Licensee will not be entitled to any rights or remedies as a result of such withdrawal or suspension. Licensee acknowledges that each Licensed Title is of a special and unique character which gives it a particular value and that Licensee's transmission or exhibition of such Licensed Title after notice of withdrawal or suspension would cause Paramount irreparable injury and damage. Licensee therefore agrees that in addition to any other right or remedy available to Paramount, Paramount will be entitled to injunctive and other equitable relief against Licensee to prevent any such exhibition or transmission after notice of withdrawal or suspension, and Licensee further agrees that it shall not oppose the granting of such injunctive or other equitable relief on the basis that an adequate remedy is available at law. Resort by Paramount to equitable relief, however, will not be construed as a waiver by Paramount of any other rights or remedies Paramount may have against Licensee for damages or otherwise.
- 17.2. In the event of any such withdrawal or suspension, Licensee shall immediately cease to market, promote, sell, transmit or otherwise make available or distribute the relevant Licensed Title in accordance with such withdrawal or suspension. In the event of such suspension, Paramount shall use commercially reasonable efforts to extend the License Period of the Licensed Title by a number of days equal to the duration of the suspension, subject to Paramount having the necessary rights to extend and Paramount's third-party obligations. In the event of such withdrawal, Paramount shall use commercially reasonable efforts to make available substitute title(s) of comparable quality and value for the remaining number of Exhibition Days during the remainder of the License Period for the withdrawn Licensed Title. If Paramount does not make available such substitute title(s) and prior to such withdrawal the Licensed Title is exhibited for fewer than the number of Exhibition Days permitted pursuant to this Agreement, the License Fee for the Licensed Title will be reduced on a pro rata basis based on the number of Exhibition Days taken. For example, if a Licensed Title is withdrawn after Licensee has used twenty percent (20%) of its permitted Exhibition Days, then the License Fee will be reduced by eighty percent (80%).

18. **NOTICES.** All notices, statements, reports and other communications or documents required to be given in writing hereunder (a) will be sent by personal delivery (by courier or otherwise), certified or registered mail, or a nationally recognized courier service (e.g., DHL, FedEx), with all postage or delivery charges prepaid, (b) will be addressed to the other party at the addresses set forth in the Principal Terms (or to such other address(es) as may be furnished by written notice in the manner set forth herein), and (c) if to Paramount, will have a copy sent to the address below. Notices will be deemed to have been served when delivered or, if delivery is not performed as a result of the addressee's fault, when tendered.

Paramount Pictures Corporation
5555 Melrose Avenue
Los Angeles, California 90038-3197
Attention: Executive Vice President, Legal Affairs
Worldwide Distribution

19. **ASSIGNMENT AND CHANGE OF CONTROL.** This Agreement and the rights and licenses granted to Licensee hereunder are strictly personal to Licensee. Licensee shall not sell, sublicense, assign, mortgage, pledge or hypothecate any such rights or licenses, in whole or in part, and shall not assign or transfer any of said rights or licenses to any third party by operation of law (including by merger or consolidation) or otherwise, without providing prior written notice to Paramount and obtaining Paramount's prior written approval in its sole discretion. The foregoing notwithstanding, Paramount may, at its option, terminate this Agreement in the event of a Business Combination or a Change of Control of Licensee or the Licensed Channel(s). Licensee shall provide prior written notice of any contemplated Business Combination or Change of Control as soon as possible, but in any event, not less than thirty (30) days prior to its consummation. Paramount's consent to an assignment will not relieve Licensee of its obligations herein, and Licensee shall remain fully responsible and liable for the complete and faithful performance of all terms, conditions and warranties contained herein. Paramount reserves the right to assign Paramount's rights and obligations hereunder, in whole or in part, to anyone, including Paramount's parent, subsidiaries, affiliates or associates.
20. **NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into for the express benefit of the parties hereto, their successors and permitted assigns, and is not intended, and will not be deemed, to create in any other Person any rights or interest whatsoever, including any right to enforce the terms hereof. The relationship between the parties is only that of licensor and licensee and this Agreement will not, and will not be deemed to, create or be construed to create a joint venture, partnership or agency relationship between the parties; and neither party will represent otherwise.
21. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement will be construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be entirely performed in such state, and will be governed by such laws without regard to conflict of law provisions. The following dispute resolution provisions ("**Dispute Resolution Provisions**") apply to any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or any claim in tort, in equity or pursuant to any statute ("**Dispute**").
- 21.1. A party claiming that a Dispute has arisen must give written notice to the other party setting out the nature of the Dispute ("**Dispute Notice**"). Upon receipt of the Dispute Notice, senior representatives of Paramount and Licensee shall make reasonable efforts to resolve the Dispute amicably ("**Informal Dispute Resolution**"). If the Dispute is not resolved by Informal Dispute Resolution within fourteen (14) days of receipt of the Dispute Notice, or such further period as the parties shall agree in writing, either party may commence arbitration as provided below.

Nothing in these Dispute Resolution Provisions will affect a party's right to seek interim relief from an emergency arbitrator. If an emergency arbitrator mechanism is unavailable, a party may seek such interim relief from a competent court.

- 21.2. Any Dispute not resolved pursuant to the immediately preceding paragraph will be referred to and finally resolved by arbitration under the then current Rules of Arbitration of the International Chamber of Commerce ("**Rules**"), as modified herein or as may be otherwise agreed by the parties in writing.
 - 21.3. The number of arbitrators will be three (3) (the "**Tribunal**"). The parties will each nominate one (1) arbitrator. The third arbitrator, who will be the chair of the Tribunal, will be nominated by the parties, failing which the chair will be appointed as provided in the Rules. The parties agree that the chair of the Tribunal will be a national of a common law jurisdiction and may be a United States national.
 - 21.4. The place and seat of arbitration will be Los Angeles, California, and the language of the arbitration will be English.
 - 21.5. The Tribunal is authorized to order interim and conservatory measures.
 - 21.6. The Tribunal shall have the discretion to decide the case, in whole or part, solely on the documents submitted by the parties.
 - 21.7. Except as may be required by law or as may be required to enforce these Dispute Resolution Provisions or any award issued pursuant thereto, no party (either directly or through its representatives) may disclose the existence, content, or results of any arbitration hereunder without the prior consent of both parties.
 - 21.8. The costs of the arbitration will be borne by the parties equally, provided that each party shall bear its own legal fees and costs.
 - 21.9. The Tribunal's awards will be final and binding, and the parties irrevocably waive their right to any form of appeal, recourse, or review of the award by any court or other judicial authority, insofar as such waiver may be validly made. Judgment upon the award may be entered in any court having jurisdiction.
22. **COMPLIANCE WITH LAW.** Licensee, in the exercise of its rights and performance of its obligations under this Agreement and in connection with the Licensed Channel(s), shall comply fully with all applicable laws, rules and regulations, including those of the Territory.
 23. **WAIVER.** No payment or acceptance of payment under this Agreement will operate as a waiver of any provision hereof. No waiver of any breach or default under this Agreement will be effective unless in writing signed by the non-breaching party, nor will such waiver operate as a waiver of any preceding or subsequent breach or default. No course of dealing between Paramount and Licensee will operate as a waiver of any of Paramount's or Licensee's rights under this Agreement. No delay or omission on the part of either party in enforcing or requiring the performance of an obligation or covenant or other undertaking of the other party under this Agreement will operate as a waiver of such right or any other right hereunder.
 24. **SUBCONTRACTORS.** Licensee may not outsource or subcontract any of its rights and obligations under this Agreement to a third party unless specifically approved in writing by Paramount in its sole

discretion. In the event Paramount permits Licensee to outsource or subcontract any of its rights or obligations to a third party: (a) Licensee shall be responsible for compliance by such subcontractor with the terms and conditions of this Agreement to the same extent as Licensee itself; (b) any act or omission of the subcontractor will constitute an act or omission of Licensee; and (c) the subcontractor shall agree in writing that it is subject to the terms and conditions of this Agreement and that Paramount will have a right of action against the subcontractor to the same extent as Licensee itself.

25. **ETHICS AND ANTI-CORRUPTION.** Licensee understands that Paramount is subject to applicable anti-corruption laws, which may include the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. § 78dd-1 et seq.), as amended (“FCPA”), and the UK Bribery Act 2010. Licensee represents and warrants that neither Licensee nor any of its subsidiaries nor, to the knowledge of Licensee, any owner, director, officer, employee, agent or representative of Licensee or any of its subsidiaries, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the FCPA, the UK Bribery Act 2010 or other applicable anti-corruption laws in connection with their business dealings with Paramount. This includes directly or indirectly accepting or making any offer, payment, promise to pay or authorization of the payment of anything of value (including money, property, gifts and entertainment) to any (a) government official, (b) political party or official thereof, (c) candidate for political office or (d) officer or employee of a public international organization (collectively and hereinafter, “**Government Official**”) or to or from any private person or commercial entity or representative thereof, in contravention of the FCPA, the UK Bribery Act 2010 or other applicable anti-corruption laws. Licensee and its subsidiaries have conducted their business in compliance with the FCPA, the UK Bribery Act 2010 and other applicable anti-corruption laws and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such laws. Licensee further represents and warrants that the books and records of Licensee and its subsidiaries are complete, accurate and in compliance with the applicable laws of each jurisdiction to which Licensee and its subsidiaries are subject and to the applicable generally accepted accounting principles in such jurisdictions.

26. **ADVISORY RATING.** In the event Paramount provides an industry standard content advisory rating for a Licensed Title or version thereof, Licensee shall conspicuously display such rating when other information about such Licensed Title is displayed before a Licensed Title is exhibited or selected. Paramount shall determine parental advisory warning status, if any, in its sole discretion. Licensee shall comply with all applicable laws, rules and regulations of any applicable governmental authority or rating agency in connection with the Licensed Channel(s).

27. **CONFIDENTIALITY**

27.1. Licensee and Paramount agree that neither of them will divulge or announce, or in any manner disclose to any third party, any of the terms and conditions of this Agreement, including the existence of such Agreement, except: (a) as may be required by any applicable law, government order or regulation or by order or decree of any court of competent jurisdiction (in which event the party subject to such order shall promptly notify the other party of same in writing); (b) as part of its normal reporting or review procedure to its affiliates, partners and parents and the auditors, attorneys and agents of same; (c) in the case of Paramount, its normal reporting to any third party participant in any Licensed Title or any Person having a confidential or fiduciary relationship with any third party participant or as part of necessary communication in the ordinary course of business with third parties who have a confidential or fiduciary relationship with Paramount; (d) as necessitated by the terms of any applicable collective bargaining agreements to which Paramount or a related entity is a party; (e) in order to enforce the parties’ rights in a legal proceeding; or (f) as otherwise mutually agreed to between the parties.

- 27.2. Licensee and Paramount agree that there will be no public announcement made that this Agreement has been entered into unless and until a public announcement has been prepared that is mutually agreed to in writing by the parties.
28. **FORCE MAJEURE.** If Licensee is prevented or delayed from exhibiting any Licensed Title or if Paramount is delayed in or prevented from performing hereunder by labor disputes, acts of God, war, fire, act of terrorism, governmental regulations, transportation failure, injunction, judgment, adverse claim, riot, insurrection, public disaster, flood, embargo, disease or unavoidable casualty (each a "**Force Majeure Event**"), such failure to perform or delay in performance will be excused and the party so prevented or delayed will not be liable therefor; provided, however, that if Licensee fails to make any payment(s) to Paramount under this Agreement by reason of a Force Majeure Event, Licensee's rights under this Agreement (including the rights to receive any Master or Source File and to exhibit any Licensed Titles) will be suspended until Licensee has made such payments to Paramount; and further provided that no Force Majeure Event shall relieve Licensee of any payment obligation which has accrued prior to the occurrence of such Force Majeure Event.
29. **SEVERABILITY.** In the event that any provision of this Agreement is or becomes unenforceable, such provision will be severed from this Agreement without affecting the enforceability of the remainder of the Agreement. The parties shall negotiate in good faith to modify or replace any provision so severed with an enforceable provision that has the effect(s) (commercial or other as relevant) as closely as lawfully possible to the severed provision.
30. **SURVIVAL.** Upon and after expiration or earlier termination of this Agreement, any provision of this Agreement that, by its nature or express terms, is intended to survive such termination or expiration will survive, including Sections 2, 4.5, 5, 6, 12, 13, 14, 15, 16, 18, 20, 21, 23, 25, 27, 29, 30 and 31 of these Terms and Conditions.
31. **ENTIRE AGREEMENT.** This Agreement contains the full and complete understanding between the parties hereto and supersedes all prior understandings, whether written or oral, pertaining to the subject matter hereof. This Agreement cannot be altered or modified except by a written instrument signed by the parties hereto. This Agreement will not be binding or effective until it has been executed and delivered by all parties hereto.
32. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic copy (e.g., PDF or TIFF) will have the same binding effect as delivery of a manually-executed counterpart of this Agreement.
33. **MISCELLANEOUS.** For purposes of this Agreement, the words "include" and "including" shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."