

**THE METROPOLITAN OPERA
STANDARD TERMS AND CONDITIONS
THEATRICAL LICENSE**

A. Definitions. Unless otherwise defined, capitalized terms in these standard terms and conditions shall have the same definitions as they had in the Principal Terms to which these Standard terms apply.

B. Exercise of Rights; Advertising and Promotion.

(a) All rights granted herein to Licensee shall be subject to the payment of the License Fee in full and to the due performance by Licensee of its obligations. No Program shall be exhibited by Licensee or under authority of Licensee by any means or media not specifically authorized hereunder. Licensee shall not cause, authorize or permit the duplication, recording or transcription of any Program or the soundtrack thereof, or any part thereof, or exhibit, use or otherwise exploit or authorize the exhibition, use or other exploitation of such Program: outside the Territory; at any time other than the dates for the Exhibition of such Program approved by the Met; or for any purpose or by any means other than the purposes or means specified in the Principal Terms hereof. All right, title and interest in and to the Programs including, but not limited, to all copies thereof and any literary, music, artistic or creative material included therein and all exhibition, transmission and other rights in the Program, including, without limitation, rights in all languages therein, shall, as between the Met and Licensee, remain vested in and the sole and exclusive property of the Met.

(b) The Met shall have the right to approve all advertising, promotion and publicity to be undertaken by Licensee as well as any materials (collectively, the "Materials") prepared by or under the authority of Licensee, including, without limitation, the concept and design therefor and all copy, photographs, stills and illustrations. Licensee shall furnish all such Materials to the Met for inspection and approval at various stages of preparation when reasonably possible, but in no event shall any such Materials be utilized or released by Licensee unless and until the Met shall have approved same in writing. The Met shall own all right, title and interest in and to such Materials and Licensee hereby assigns all such right, title and interest to the Met. The Met agrees to approve or disapprove each submission of Materials within a reasonable period of time following the Met's receipt thereof, provided, however, any submission not specifically approved by the Met shall be deemed disapproved. Licensee shall furnish a reasonable number of copies of all such Materials to the Met immediately upon the Met's request therefor. Without limiting the forgoing, Licensee shall not have the right to use the name, logos, trademarks or other identifying material of the Met (the "Met Marks") in any manner except as specifically approved by the Met hereunder in each instance. Licensee acknowledges that the Met Marks and all rights therein and the goodwill pertaining thereto belong exclusively to the Met and any use thereof hereunder shall inure solely to the benefit of the Met. Licensee acknowledges that the Met Marks are valuable property rights of the Met and that any use thereof by Licensee without such written approval will constitute irreparable damage to the Met such that the Met shall be entitled to immediate entry of an injunction against such use.

(c) Any and all rights in the Programs (including, but not limited to, the right to exploit any segments thereof of all or any length or running time) which shall not have been specifically licensed to Licensee hereunder, are expressly reserved to the Met and may be exercised, marketed, exploited and disposed of by the Met or any third party under the authority of the Met in the Territory concurrently with and throughout the duration of this Agreement, freely and without limitation or restriction. Without limitation, nothing in this agreement shall be deemed to restrict or limit the exhibition or other exploitation throughout the Territory at any time, in the Met's sole and absolute discretion including, without limitation: the use by or under the authority of the Met of excerpts of the Programs for any and all purposes in any and all media now known or hereafter devised including, without limitation, in other

programs not licensed hereunder, and/or the exploitation of the Programs by television, Internet, videograms, wireless transmission to mobile devices or other means in whole or in part. In connection with the exercise of its rights hereunder Licensee shall not have the right to sublicense the Exhibition of a Program in the Territory to a third party unless specifically approved in writing by the Met.

C. Met Warranties. The Met warrants that: (a) it has the right to enter into this Agreement, and grant to Licensee the rights in the Program(s) herein granted in accordance with the terms hereof; and (b) the use and exploitation of all intellectual property comprising the Programs furnished by the Met hereunder, to the best knowledge of the Met, shall not violate or infringe upon the copyright, trademark or other rights of any person or entity.

D. Licensee Warranties. Licensee represents and warrants that (a) it has the right to enter into and fully perform this Agreement; (b) it will not incur, undertake or make any representation, warranty, covenant or agreement on behalf of the Met to or for any person, firm or corporation; (c) it will fully perform all obligations, agreements and covenants made herein; (d) that it will comply with all laws, rules, regulations or orders of any governmental or other body having jurisdiction over Licensee's exhibition of the Programs; and (e) that all Materials created or furnished by Licensee to the best knowledge of Licensee, shall not violate or infringe upon the copyright, trademark or other rights of any person or entity. Licensee hereby agrees to take all such actions, proceedings or steps as may be necessary within the Territory, either in its name or in such name as the Met shall require, to protect the copyright in the Programs or any of them and any other interests or rights of the Met or any other party. Further, Licensee agrees to notify the Met promptly of any infringement or breach of the copyright or other rights in the Programs as shall come to the attention of Licensee and to take all such actions or steps as the Met shall reasonably require in respect of any such infringement or breach.

E. Indemnification. The Met agrees to indemnify Licensee from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Licensee in connection with any third-party claim or action by reason of the breach by the Met of its representations and warranties herein contained. The Met's indemnity shall extend to any infringement of the copyright or other intellectual property rights of a third party by the content of the Program or advertising or promotional materials furnished by the Met for Licensee's use in connection with the exercise of Licensee's rights hereunder. The Met alone is empowered to make any offer or counteroffer to settle any claim or any litigation, process or demand on such terms as the Met may in its sole discretion think fit. Licensee agrees to cooperate fully with the Met in the defense or compromise or settlement of any claims or any litigation process or demand and further agrees that in any event the Met shall not be liable for any actual or alleged loss of profit or consequential damages incurred by Licensee or any other party. Licensee shall indemnify, defend and hold the Met harmless from any and all claims, damages, liabilities, costs or expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of any warranty, undertaking, representation or agreement made by Licensee herein; any changes made to the Program(s) by Licensee in the exercise of its rights hereunder; or from Licensee's exploitation of its rights hereunder or arising out of Licensee's performance of its obligations hereunder (except to the extent that any such claim arises solely from a breach by the Met of the Met's warranties hereunder). Licensee's indemnity shall extend to the Met, its officers, trustees, board of directors, employees and representatives with respect to all matters arising out of the Exhibitions at the Venues (other than matters as to which the Met's indemnification applies), any materials created and furnished by Licensee hereunder and including, without limitation, any claims relating to the failure of equipment at any Venue and any injury or damage to person or property at or in respect of the Exhibitions at any Venue. Licensee shall provide that the Met shall be added as an additional insured party on all general liability insurance policies of Licensee and all Venues (subject to the restrictions, exclusions and other terms and conditions of such policies).

F. Program Feed; Delivery.

(a) With respect to live Exhibition of the Programs, or re-exhibitions offered by the Met, at its election, by a separate satellite feed, hereunder, the Met shall afford Licensee (at such place as may

be reasonably designated by the Met) with access to an audiovisual satellite signal suitable for retransmission. The Met shall use reasonable efforts to assist Licensee in picking up each applicable audiovisual satellite signal. It is specifically understood and agreed that all costs and expenses incurred in connection with the acquisition of such audiovisual signal including, without limitation, all satellite facilities, "downlink" and related costs, shall be borne solely by Licensee.

(b) In the case of Programs which are prerecorded on tape or film or which Licensee requests be delivered in such form, the Met shall ship by air a full color videotape in high definition or such other format as requested by Licensee and which the Met shall have approved. All shipping expenses, customs and clearance charges and any technical costs (including, but not limited to, tape stock recording and conversions costs, film print, and taxes) shall be borne by Licensee.

G. Further Covenants of Licensee. Licensee shall be responsible for all aspects of Exhibition in accordance with law and customary practice and procedures in the Territory including, without limitation, all ticket sales, the operation of the Venue(s) and all equipment as well as all costs in connection with the foregoing. The Programs shall be exhibited in their entirety in the language exactly as delivered to Licensee. Licensee shall accord 10 tickets as complimentary tickets to the Met at each Venue for each Exhibition and accord the Met the opportunity to purchase additional tickets at each Venue for each Exhibition at a discount of 20% from the retail price to be charged by Licensee. The Met shall have the right to resell any such tickets. Any breach of the terms of this paragraph shall constitute a material default entitling the Met at its election in addition to any other rights or remedies available to the Met and without releasing or discharging Licensee from any liability hereunder, to terminate the Agreement in whole or in part, or in respect to any Program licensed hereunder.

H. Sales Reporting/Accounting and Payment.

(a) Licensee acknowledges that it is of the essence to the Met to be kept apprised of ticket sales from the period that tickets for any Exhibition are placed on sale through the Exhibition itself. Licensee agrees to provide, no less frequently than weekly, in a format approved by the Met sales in respect of each Exhibition by venue and ticket price commencing with the on sale date for tickets through each Exhibition hereunder. In connection therewith and without limitation of the other accounting reporting and accounting obligations hereunder, Licensee agrees that within 48 hours following the live Exhibition of a Program to provide the Met with a summary report indicating the known attendance of patrons at each Venue making such Exhibition. Such summary report shall be informational only and shall be subject to correction upon the rendition of the accounting for such Exhibition hereunder.

(b) Licensee shall provide the Met with a detailed accounting as to all gross revenues and the determination of Net Proceeds and the License Fee payable hereunder, showing by Exhibition and for each venue (specifying name, location and seating capacity) and on a cumulative basis attendance, ticket prices (and number of tickets sold per price) and any permitted deductions specifying the amount and nature thereof, together with payment, within the earlier of fifteen (15) days following the end of a month in which any Exhibition takes place or thirty (30) days following such Exhibition. In the event that the Met has approved an on sale ticket date for an Exhibition which is more than 30 days in advance of the scheduled date for such Exhibition, then if and to the extent Licensee receives revenues in respect of such ticket sales from Venues in advance of the applicable Exhibition, Licensee agrees to account to and pay the Met for such advance ticket sales and the Net Proceeds derived therefrom on a monthly basis by the fifteenth day of each month following such on sale date through and up to the accounting which follows such Exhibition as set forth above. In such event the accounting which follows the Exhibition of such Program shall include a reconciliation of previously accounted for ticket sales and Licensee shall remit any balance owed to the Met. Licensee further agrees that all accounting statements shall be in a form required or otherwise approved by the Met and may include submission of data in electronic form in such manner and format as the Met may request. All payments to be made hereunder shall be paid to the Met in United States Dollars (using the spot exchange rate of the applicable currency for revenues received in other than United States Dollars on the date payment is due) or if requested, in the applicable currency of

the Territory, in either case to such account as the Met may designate (time being of the essence). Without limitation of any and all rights or remedies available to the Met, late payments shall accrue interest at the rate of the lesser of one and one-half percent (1-1/2%) per month or the maximum rate allowable by law. All payments hereunder shall be paid without offset, deduction, counterclaim or other credits regardless of whether Licensee shall have made Exhibition of any or all of the Programs licensed hereunder. Without limitation of the foregoing, Licensee shall bear and hold the Met harmless from any tax, levy or charge however denominated, imposed or levied (excluding only any applicable net income or franchise taxes imposed or levied against the Met) by any statute, law, rule or regulation now in effect or hereafter enacted relating to or imposed on license fees, rentals, negatives, prints or other material, or the right or privilege to use the same in connection with any Program licensed hereunder whether or not billed or demanded by the Met, it being the intent hereof that the License Fee specified as the consideration for the rights granted herein shall be a net amount, free and clear of any tax, levy or charge of whatsoever kind or nature however denominated. Licensee shall maintain true complete and accurate books and records concerning all transactions undertaken hereby, including, without limitation, in respect of ticket sales at each Venue hereunder. Licensee shall furnish the Met with copies of such books and records as the Met may request and, in addition, the Met will have the right to examine, audit and copy such books and records on reasonable advance notice at Licensee's place of business where such books and records are kept.

(c) Any amounts to be paid to the Met in respect of the Satellite Contribution, Grand Rights Contribution or expenses or other amounts to be reimbursed as set forth in the Agreement shall be payable upon receipt of invoice therefore.

(d) In the event that Licensee shall be prohibited or restricted from making payment of any monies at the time when same are due and payable to the Met hereunder, by reason of the laws or currency regulations within the Territory, Licensee agrees to advise the Met in writing to such effect promptly. Licensee agrees in such case, upon the Met's request, to deposit to the credit of the Met in a bank or banks (approved in writing by the Met) in the Territory, or shall pay promptly such person or persons as the Met may designate in writing, all monies accruing to the Met hereunder.

I. Termination.

(a) The Met may at any time (without prejudice to any other rights or remedies which the Met may have against Licensee) by giving notice to Licensee, terminate the Agreement in any of the following events: (i) if Licensee shall make Exhibition of any Program in any manner or media not expressly permitted hereunder, including, without limitation, any Exhibition outside the Territory, at a Venue not approved by the Met or any Exhibition with material other than as specifically licensed hereunder without the prior written consent of the Met, (ii) if Licensee shall alter any Program; (iii) if Licensee shall commit or permit to be committed any other breach or default of any of the terms, conditions and warranties, contained herein which is not cured within five (5) days after notice thereof by the Met (unless such breach is of a provision previously breached by Licensee in respect of which the Met has already given Licensee notice, in which event Licensee shall not have the right to cure the breach); (iv) if Licensee files a voluntary petition in bankruptcy, or if any involuntary petition is filed against it, or if it files for reorganization or has a receiver appointed for its affairs in any court of competent jurisdiction or shall enter into an arrangement with or for the benefit of its creditors or shall suffer an execution to be levied against its goods or property.

(b) Without limitation of any rights and remedies of the Met at law or in equity, upon the occurrence of any one or more of any of the events set forth in paragraph I(a) above, any and all installments of the License Fee or other sums due hereunder at any time, and remaining unpaid, shall immediately become due and payable to the Met regardless of the due date thereof and (without prejudice to any other rights or remedies which may be available to the Met at law or in equity) without in any way releasing Licensee from any obligations hereunder and the Met shall have the right at its election either:

(i) to terminate the rights of Licensee hereunder in whole or in part or (ii) to suspend the further delivery of the Programs until such defaults shall have ceased and shall have been remedied.

J. Events after Expiration or Termination. Immediately following the last Exhibition of a Program hereunder or the termination of this Agreement, Licensee shall: (i) within fourteen (14) days return all material in connection with the Program(s) including, without limitation, all copies thereof and any other materials, to the Met or to such person, firm or corporation as the Met shall direct, in the same condition as furnished to Licensee (reasonable wear and tear excepted) or (ii) upon the Met's written instructions to do so, erase or otherwise destroy all or any of the copies of the Program(s) or other materials in Licensee's possession and forthwith upon such erasure or destruction shall deliver to the Met a written certificate of such erasure or destruction as the case may be.

K. Force Majeure. If the staging or transmission of any of the Programs is prevented or canceled or if the Met is unable to produce or deliver any Program hereunder by reason of any act of God, strike, lockout, labor dispute, fire, flood, delay in transportation, failure or delay of satellite or other means of transmission, war, public disaster, epidemic or pandemic, or any other cause or reason beyond the control of the Met as the case may be, such prevention shall not be deemed to be a breach of this Agreement if any Program is canceled, postponed or delayed for the reasons described above, and the Met shall have the right to cancel and terminate this agreement as to such Program or designate an alternative opera performance to serve as such Program hereunder and in such event all the terms and conditions of this Agreement shall apply to such substitute program and there shall be no reduction in the License Fee.

L. Assignment. Neither the rights herein granted to Licensee, nor this Agreement, may be assigned or sublicensed by Licensee either voluntarily or by operation of law without the prior written consent of the Met being first obtained. Any assignment or sublicense in contravention of the foregoing shall be deemed null and void ab initio.

M. Program Withdrawal. The Met shall have the right at any time, by giving notice in writing to Licensee, to withdraw any Program from the terms of this Agreement in the event that, in the opinion of the Met such Program is unavailable or unsuitable or becomes unavailable or unsuitable for the Exhibitions licensed hereunder. Without limitation of the foregoing, unavailability may include unavailability of adequate satellite capacity for commercially reasonable transmission to the Territory. In the event of any such withdrawal, the Met shall have the right, but shall not be obligated to provide a substitute Program (if available) in place of the Program so withdrawn, with allowance for Exhibitions of such Program already made, if any.

N. Injunctive Relief. Licensee acknowledges that the Programs licensed to Licensee hereunder are of a unique and original character giving them a peculiar value, the loss and/or the unauthorized use or exploitation of which in any manner not expressly granted to Licensee hereunder cannot be reasonably compensated in damages in an action at law. In the event of any actual, potential or threatened breach hereof, without limiting any of the Met's other rights and remedies, the Met shall be entitled as a matter of right to injunctive relief or other equitable relief against Licensee or any third party, as applicable. Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event of any breach of this Agreement or any portion hereof by the Met, Licensee's sole remedy shall be an action at law for damages actually suffered; in no event shall Licensee have the right to injunctive or other equitable relief or to enjoin, restrain or otherwise interfere with the distribution or exhibition of the Program or any of them or any element thereof.

O. Miscellaneous.

(a) If any provision hereof shall be found to be contrary to any applicable government, provincial, state, federal or municipal law or regulation of any government, province, state, federal or municipal administrative agency or body, the same shall not affect the other provisions hereof. It is hereby acknowledged that this Agreement represents the sole and entire understanding between the parties and any modification shall only be binding on the Met and Licensee if reduced to writing and signed by both the Met and Licensee.

(b) The waiver by either party hereto of any breach or default by the other party shall not be construed to be a waiver of any other breach or default or of the same breach or default occurring thereafter.

(c) Any notice required to be given hereunder shall be sufficiently given to either party if forwarded by certified or other official mail, return receipt requested, addressed to the Met or Licensee at its address first set forth above, or such other address as either party requests, in writing. Notices shall be deemed given five (5) days after the date of deposit thereof, postage prepaid, with the United States Postal Service or the official postal service in the Territory. Notices may also be sent by facsimile to the fax numbers, if any, indicated at the head of this agreement, and also by email if to the attention of the specific individuals indicated at the head of the agreement, provided that, unless otherwise expressly indicated, a confirming copy is also sent by mail. Notices sent by facsimile shall be deemed sent on the next business day following the date sent and notices sent by email with the confirming copy also sent by mail shall be deemed given on the business day sent if during normal business hours.

(d) Nothing in the Agreement shall be deemed to or shall in fact constitute a partnership between or joint venture by the parties, nor shall either party be deemed the agent of the other. Neither party shall hold itself out contrary to this paragraph and neither party shall become liable for any representation, warranty, act or omission to the other contrary to the provisions hereof.

(e) This Agreement shall be construed in accordance with the laws of the State of New York in the United States applicable to agreements made and to be wholly performed in such state. Except with the prior written assent of the Met to the contrary, the parties hereto consent to the sole and exclusive jurisdiction of the state and federal courts of the United States and the State of New York located in New York County, New York, in the U.S.A. in connection with the adjudication of any dispute arising hereunder. The parties further consent to service of process by mail in accordance with the notice provisions hereof, and any such service by mail shall be as effective as if personally served on such party within the jurisdiction of the City of New York, State of New York in the United States.

(f) In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn (i) because the attorneys for one of the parties drafted the agreement; (ii) because of the drafting history of the agreement; or (iii) because of the inclusion of a provision not contained in a prior draft, or the deletion of a provision contained in a prior draft.

(g) All paragraph headings are for informational purposes only, and shall not be deemed to affect, amplify or modify the scope of the paragraphs.

(h) This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. For the purposes of execution, a facsimile signature or a signature otherwise scanned and transmitted electronically by computer file (e.g., .PDF, .GIF, .JPEG, .TIFF, .BMP, etc.) shall be deemed as valid as an original.

END OF STANDARD TERMS AND CONDITIONS