

LICENSOR:
MGM International Television Distribution Inc.
245 North Beverly Drive
Beverly Hills, CA 90210-5317

LICENSEE:
Česka Televize
Kavci hory, Na hřebenech II 1132/4
14070 Praha 4
Czech Republic
VAT number CZ00027383

Contact Person: [REDACTED]
Contract #: 00E2400023
Date: February 12, 2024

The following Schedule "A," Schedule "A" (Continued), Schedule "B", Schedule "C," Schedule "D," the Free Television License Agreement Standard Terms, and all the written and printed parts thereof are part of the License Agreement between the above referenced Licensor and Licensee.

SCHEDULE "A"

License covers [REDACTED] listed on Schedule(s) "B"
at the individual license fees listed for each Licensed Program on said Schedule(s).

Broadcast Materials: See Schedule "A" Continued

Black & White See Schedule "B" Color See Schedule "B" Print Costs At Licensee's costs

Broadcast to be made in the following Authorized Language(s) only: See Schedule "A" Continued

Territory: Czech Republic

Rights: Exclusive Free Television

Licensed Service(s): [REDACTED]

No. of Exhibition Days per picture: See Schedule "B"

Start Date: See Schedule "B"

End Date: See Schedule "B"

Term of license commences on Start Date as indicated above and shall terminate on the End Date or upon completion of all licensed transmissions, whichever first occurs. Licensee shall notify Licensor in writing of first and last transmission of each Licensed Program licensed hereunder.

Total License Fee: Three Hundred Fifty Thousand U.S. Dollars (US\$350,000.00)

Payable in the following manner: [REDACTED]

Remittances to be made to:

Wells Fargo, N.A.
420 Montgomery Street
San Francisco, CA 94104
Account #: 4124822511
ABA #: 121000248
Account Name: MGM International Television Distribution, Inc

Payment advices may be mailed to:
MGM International Television Distribution, Inc
245 N. Beverly Dr.
Beverly Hills, CA 90210-5317
C/O Treasury Department

Additional Provisions:

See Schedule "A" Continued

Accepted and Countersigned for Licensor

By: [REDACTED] Name Title

BLAKE V. FLYNN
HEAD OF CONTENT DISTRIBUTION LEGAL
AMAZON MGM STUDIOS
MGM INTERNATIONAL TELEVISION DISTRIBUTION INC.

Date: February 17, 2024

For Licensee:

Sign Name [REDACTED] Name Title

Print Name Jan Souček General Director

Date: 11-01-2024



SCHEDULE A (CONTINUED)
ATTACHMENT TO CONTRACT 00E2400023

1	Exhibition Days	[REDACTED] (b) [REDACTED]
2	Holdbacks	[REDACTED]
3	Authorized Language(s)	<p>Dubbed, subtitled and/or voice-over Czech (the "Local Language"). In addition, Licensee may also offer the Licensed Programs on the Licensed Service in their original language version (i.e., without Local Language subtitles) on a simulcast basis solely as a free marketing enhancement to the Licensed Service, so long as (i) the language and "look and feel" of the Licensed Service shall at all times be in the Local Language (i.e., and not the original language); (ii) the removal of the Local Language subtitles is at the sole discretion of the viewer; (iii) such original language version shall only be granted to Licensee on a non-exclusive basis and, (iv) without limiting the generality of Paragraph 10 of the Standard Terms, Licensee shall not market or promote any of the Licensed Services outside of the Territory, nor target potential viewers outside of the Territory; provided however, that, notwithstanding Licensee's compliance with the foregoing conditions, if at any time Licensee makes a Licensed Service available to viewers outside of the Territory on the basis that the territorial restrictions of its license have been invalidated or otherwise inapplicable by virtue of any applicable regulation, judgment, or law of the European Union (other than on the basis of the Portability Regulation), then MGM may, by sending written notice thereof to Licensee, terminate Licensee's rights to distribute the Licensed Services under this Agreement in their original language versions effective forty-eight (48) hours after Licensee's receipt of such notice, whereupon Licensee shall have no further right to distribute the Licensed Services anywhere in the Territory in their original language versions (whether alone or as a simulcast transmitted with the Local Language versions of the Licensed Services) but all other terms and conditions of this Agreement (including, without limitation, Licensee's obligation to pay License Fees as and when due) shall remain unchanged.</p> <p>As used herein, the "Portability Regulation" shall mean that certain Regulation (EU) 2017/1128 of the European Parliament and of the Council, of 14 June 2017, on cross-border portability of online content services in the Internal market.</p>
4	Beneficial Owner	<p>In addition to Paragraph 13 of the Standard Terms, MGM hereby warrants and undertakes that it is the beneficial owner of the License Fees payable in respect of the rights to the Licensed Programs licensed under this Agreement. Furthermore, Licensor hereby represents that it does not carry on business in the Territory through a permanent establishment therein, nor perform independent personal services from a fixed base in the Territory, to which the License Fees due hereunder are effectively connected. MGM will send to Licensee a Certificate of Residence at the beginning of each calendar year in which payments are due to MGM, and MGM will notify Licensee of any change of residency by sending a new Certificate to Licensee accordingly. MGM hereby directs Licensee to deduct withholding tax on behalf of MGM pursuant to such tax residency certificate in accordance with the requirements of the applicable law. Any requisitions raised by the tax authorities regarding the withholding tax, except due to breach of this Agreement by Licensee, shall be the responsibility of MGM.</p>
5	Grant of Rights to Enhanced Viewing Options	See Schedule "C" and Schedule "D".
6	Confidentiality	<p>The Parties agree that information in this Agreement highlighted in yellow and the entire content of Schedule C, Annex 1 to Schedule C and Schedule D is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public to the extent required by Czech law provided that information highlighted in yellow is redacted.</p>



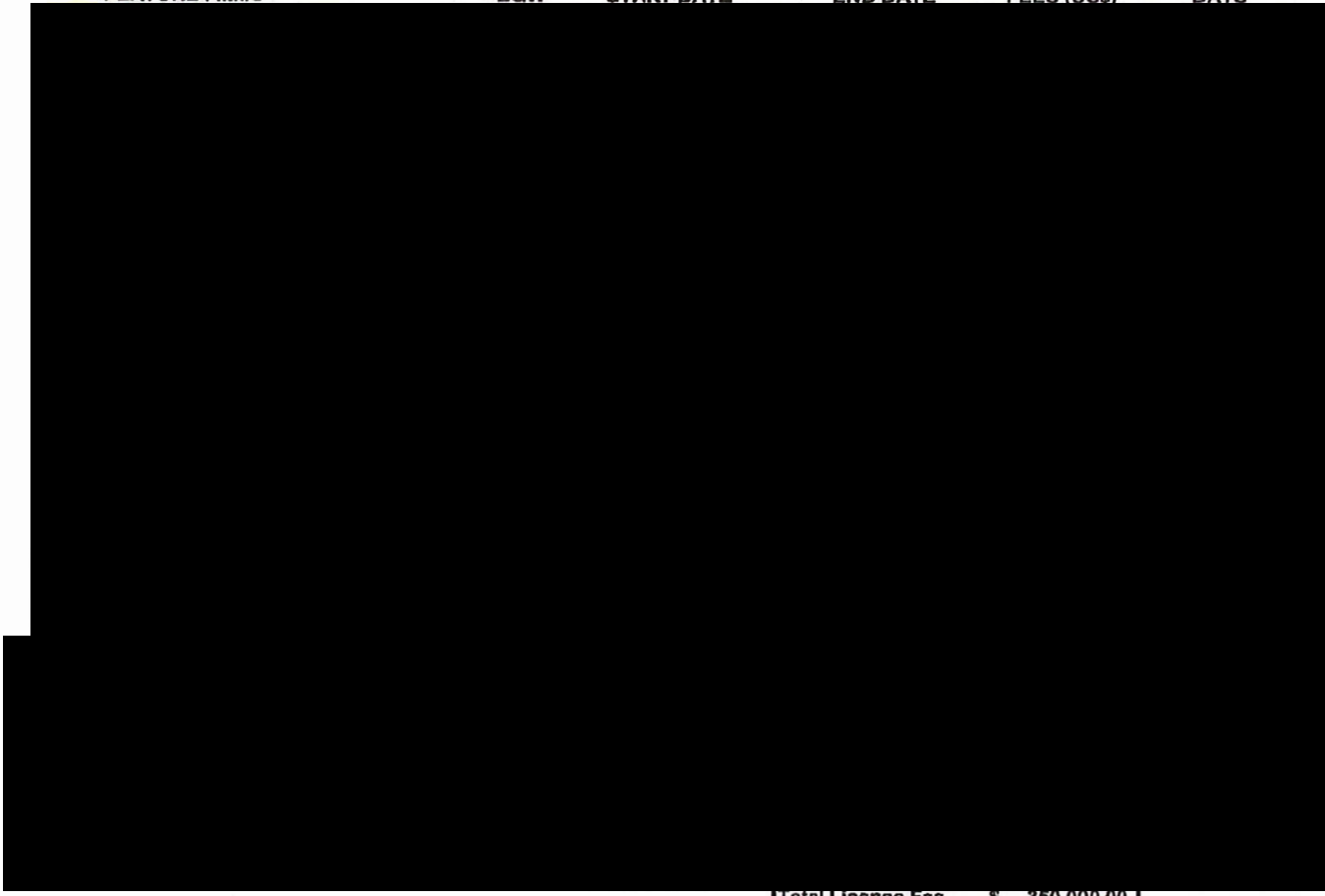
SCHEDULE A (CONTINUED)
ATTACHMENT TO CONTRACT 00E2400023

7	Materials	<p>(a) If and to the extent readily available to MGM at no additional cost, MGM will furnish Licensee with materials of the Licensed Programs in the Local Language via digital delivery. Licensee shall be responsible for all costs associated with the creation and delivery of such materials.</p> <p>(b) If Local Language materials are unavailable, MGM will furnish Licensee with materials of the Licensed Programs in the original language via digital delivery. Licensee shall be responsible for all costs associated with the creation and delivery of such materials.</p> <p>(c) Licensee is responsible for creating materials of the Licensed Programs in the Authorized Language(s), in accordance with Paragraph 2(d) of the Standard Terms, and shall be responsible for all costs associated with the creation of such materials.</p> <p>(d) Notwithstanding anything to the contrary in the Standard Terms concerning the physical delivery of videotapes and other materials, MGM shall use commercially reasonable efforts to deliver materials for the Licensed Programs via electronic delivery in lieu of physical delivery. Where such electronic delivery is possible, the provisions of the Standard Terms relating to videotapes and other materials shall be deemed to apply to the digital files of such videotapes or other materials, and if, applicable, to any reproductions of such files, whether physical or digital, it being understood that in cases where only a digital file has been sent electronically and no physical reproduction of it has been made, any requirements concerning the return of physical materials shall be construed solely to require the destruction of such files as evidenced by a certificate of destruction executed by an officer of Licensee.</p>
8	Conflicts	<p>If there is any conflict between provision(s) in Schedule "A," Schedule "A" (Continued), Schedule "B," Schedule "C," Schedule "D" and the Free Television License Agreement Standard Terms, the provision(s) in the Schedule "A," Schedule "A" (Continued), Schedule "B," Schedule "C," and Schedule "D" shall prevail.</p>

C.P.P.C.


SCHEDULE B
ATTACHMENT TO CONTRACT 00E2400023

FEATURE FILMS	COLOR/ B&W	LICENSE START DATE	LICENSE END DATE	LICENSE FEES (US\$)	EXHIBITION DAYS
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Total License Fee \$ 350,000.00



FREE TELEVISION LICENSE AGREEMENT
STANDARD TERMS - INTERNATIONAL

The Free Television License Agreement Standard Terms ("Standard Terms") set forth below are attached to and made a part of that certain License Agreement dated as of February 12, 2024 ("License Agreement") by and between MGM International Television Distribution Inc. ("MGM") and Ceska Televize ("Licensee"). Any references to the "License Agreement" contained herein below shall be deemed to include these Standard Terms. Any capitalized terms used in these Standard Terms and not defined herein shall have the meanings ascribed in the License Agreement.

1. LICENSE/DEFINITION OF SERVICE - Subject to MGM's receipt of full consideration from Licensee due hereunder and the performance by Licensee of each of its obligations hereunder, MGM grants and Licensee accepts a limited license under copyright to telecast in the Territory in SD and HD and in the language(s) noted in this License Agreement, but nowhere else in the world, the motion picture(s) or program(s) licensed hereunder (the "Licensed Program(s)") only by means of [REDACTED]

2. DELIVERY/EXAMINATION/RETURN OF VIDEOTAPES AND/OR OTHER MATERIALS - (a) MGM shall deliver to Licensee [REDACTED] of each Licensed Program in a mutually agreed upon format (in either black and white or color, as indicated in the exhibits attached to the License Agreement) [REDACTED]

[REDACTED] MGM shall also deliver to Licensee, if available and if requested by Licensee, trailers and/or other promotional material associated with the Licensed Program. Delivery to Licensee or to its agent at the address set forth in the License Agreement shall be deemed delivery hereunder. All costs of delivery and return of videotapes and trailers and/or other promotional material and all risks of loss in transit or while in Licensee's possession or control shall be borne by Licensee. Licensee shall furnish an affidavit with respect to any lost, stolen or destroyed videotapes, trailers and/or other promotional material and shall pay MGM the actual laboratory costs associated therewith. All videotapes, trailers and/or other promotional material and any parts or replacements thereof shall remain the sole property of MGM at all times and Licensee shall promptly furnish and/or execute any documents requested by MGM confirming or evidencing MGM's ownership of and rights in and to the videotapes, trailers and/or other promotional material.

(b) Licensee shall promptly examine each videotape upon receipt thereof and shall give MGM written notice within [REDACTED] of receipt if said videotape is not physically suitable for telecast. If such notification is not received by MGM at the conclusion of said [REDACTED] the videotape will be deemed accepted by Licensee. If Licensee notifies MGM within the [REDACTED] that a videotape is not physically suitable for telecast, then at MGM's option, MGM may furnish another videotape of the Licensed Program in question or a suitable videotape of another Licensed Program or grant a proportionate credit with respect to the portion of the license fee allocable to the Licensed Program, it being acknowledged that MGM shall have no other obligation or liability to Licensee whatsoever. MGM shall not be deemed to be in breach of the License Agreement as a result of any defect in a delivered videotape or any unavailability of a substitute videotape.

(c) Videotapes of each Licensed Program furnished to Licensee hereunder, together with all trailers and/or any other materials furnished by MGM, shall be returned to MGM pre-paid within three (3) weeks following the expiration or termination of the license period for the Licensed Program in question or within three (3) weeks of the date of Licensee's last authorized exhibition of the Licensed Program in question, whichever occurs first. Failure by Licensee to return or ship any videotape, trailer, or other materials in accordance with MGM's instructions shall constitute a material default hereof. All videotapes, trailers and/or other materials furnished by MGM and the reels and containers associated therewith shall be returned to MGM in the same condition as delivered to Licensee, normal wear and tear excepted, at the address specified in the License Agreement or as otherwise designated by MGM. If Licensee delays the return of any videotape, Licensee shall pay MGM any loss or damage caused by or as a result of such delay. If Licensee fails to return any videotape, trailer, promotional and/or other material, reel or container furnished by MGM for any reason or if any videotape, trailer, promotional and/or other material, reel or container is damaged between the time of delivery by MGM and its return by Licensee, Licensee shall immediately notify MGM of such damage in writing and pay MGM its prevailing charge for replacing the items in question, it being understood by Licensee that such payment shall not transfer any ownership interest whatsoever to Licensee or any other entity operating pursuant to any agreement with Licensee or under Licensee's instructions. Property which is determined to be damaged when returned to MGM by Licensee shall be deemed to have been damaged by Licensee unless, prior to telecasting such videotape, Licensee shall have notified

Revised 12/06



MGM in writing that such videotape was damaged on receipt by Licensee, which notice shall include details regarding the nature and extent of such damage. Upon MGM's request, in lieu of returning any videotapes to MGM, Licensee shall destroy such videotapes and furnish MGM with a certificate of destruction in connection therewith.

(d) If available, MGM will deliver the dubbed or sub-titled version of each Licensed Program in the Authorized Language(s), provided, however, that MGM makes no representation that any dubbed version of a Licensed Program not created by or at the instance of MGM has been cleared for television exhibition. Licensee will be responsible for all costs associated with modifying any existing dubbed or sub-titled version of a given Licensed Program for Licensee's use pursuant to the terms and conditions of the License Agreement. If a dubbed or sub-titled version of a Licensed Program is not available, Licensee shall have the right, at Licensee's sole cost and expense, to prepare or have prepared any desired dubbed or sub-titled version of such Licensed Program. In the event that Licensee prepares or has prepared any dubbed or sub-titled version of any of the Licensed Programs licensed hereunder, Licensee will ensure that such dubbed or derogate from MGM's right, title and interest in any Licensed Program and/or the dubbed or sub-titled version thereof. Upon MGM's request, each such dubbed or sub-titled version of a Licensed Program prepared hereunder shall be submitted to MGM for MGM's approval prior to the telecast of such Licensed Program. In addition, upon MGM's request, Licensee shall provide MGM with the translated name of each Licensed Program for MGM's approval prior to the use of such translated name. In connection with the preparation of any dubbed or sub-titled version of any Licensed Program licensed hereunder and upon MGM's request therefor, Licensee shall promptly execute and/or furnish to MGM documentation evidencing MGM's ownership of the copyright and all other rights and interests in and to such dubbed or sub-titled materials. If permitted by law, Licensee shall (on MGM's behalf) obtain from all third parties involved in the preparation of any dubbed or sub-titled version of any Licensed Program licensed hereunder, all rights in and to the materials relating to the preparation of such dubbed or sub-titled version (including, but not limited to, any translations provided), including all copyrights and other rights in and to such materials. Licensee shall immediately notify MGM if it is not possible under law to obtain such rights, which notice shall set forth in detail the names, addresses and functions of all third parties who claim rights in 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 dubbing or sub-titling materials related to the Licensed Programs, such rights are hereby granted to MGM without exception or reservation. MGM shall have full and complete access to any and all dubbed and/or sub-titled materials created by Licensee during the license period for each Licensed Program and MGM shall be allowed, at MGM's expense, to make copies of all such dubbed and/or sub-titled materials provided however, that if MGM later uses or licenses to a third party an Authorized Language version of a Licensed Program created by Licensee,

provided that Licensee shall deliver all such materials to MGM promptly following MGM's request thereof free of any charges other than actual cost for physical materials (i.e. stock and out-of-pocket duplication costs) and shipping.

(e) Licensee shall, together with the return of videotapes to MGM in accordance with the provisions of subparagraph (a) hereinabove (or upon termination of the license period for each Licensed Program) deliver to MGM all dubbed sound tracks, sub-titled or sub-titling material, and all optical and/or magnetic sound tracks and/or videotapes of Licensed Programs containing optical and/or magnetic sound tracks which were manufactured by, or at the instance of Licensee, whether or not any of said sound tracks, materials or videotapes were actually utilized by Licensee in connection with the exercise of the rights granted to Licensee pursuant to the License Agreement. It is expressly acknowledged and agreed by Licensee that ownership in and title to any material provided to Licensee hereunder shall remain with MGM and that ownership in and title to any material created by, for or at the instance of Licensee and all rights including, but not limited to, copyrights, rights of use and other rights of exploitation and all neighboring and connecting rights shall vest and remain in and are hereby assigned to MGM upon and from the creation thereof for all methods, means, and media and all territories and jurisdictions now known or which hereafter come to be known, subject only to possession and control thereof by Licensee during the license period for each Licensed Program and solely for the purpose of Licensee's exercise of the rights granted pursuant to the License Agreement. Licensee will execute, acknowledge and deliver to MGM any instruments of transfer, conveyance or assignment in or to any such material necessary or desirable to evidence or effectuate MGM's ownership thereof and in the event that Licensee fails or refuses to execute, acknowledge or deliver any such instrument or documents, then MGM shall be deemed to be, and Licensee hereby nominates, constitutes and appoints MGM its true and lawful attorney-in-fact irrevocably to execute and deliver all such instruments in Licensee's name or otherwise, it being acknowledged that such power is a power coupled with an interest. Anything herein to the contrary notwithstanding, Licensee shall not have the right to use any dubbed soundtracks, sub-titled materials, optical sound tracks or videotapes made thereof except in the exercise of the rights granted to Licensee pursuant to the terms and conditions of the License Agreement in accordance with all limitations on such rights as may be contained in the License Agreement. It is expressly understood and agreed by Licensee that all payments, fees, royalties, residual payments and the like shall be the sole obligation of Licensee with respect to the production of and use of any and all dubbed magnetic sound tracks, sub-titled materials and all optical sound tracks and videotapes of Licensed Programs containing optical sound tracks made by, for or at the instance of Licensee, and Licensee hereby indemnifies MGM with respect thereto.

3. ALTERATION OF LICENSED PROGRAM(S) - (a) Except as otherwise set forth herein, Licensee shall not change, alter, modify, copy, duplicate, or add to any Licensed Program(s), trailers, or other materials provided by MGM without MGM's prior written consent. Licensee shall follow such policies, procedures, and directions as MGM may give Licensee from time to time with respect to the creation of any dubbed tracks, subtitles, or other foreign language materials relating to any Licensed Program(s) as may be authorized by MGM. Without prejudice to the generality of the foregoing, MGM shall be entitled to approve all creative and production elements and to attend key meetings, recording and other sessions relating to any such materials and creation thereof.

(b) Licensee may make minor cuts or alterations in a Licensed Program and/or other relevant materials, as applicable, in order to conform to the orders of any duly authorized, legally constituted censorship authority in the Territory provided that prior to making same Licensee shall immediately notify MGM in writing of the need for such cuts or alterations, obtain MGM's written approval thereof and, at Licensee's own expense, replace any such cuts and alterations so that any applicable Licensed Program and/or other materials are returned to MGM in the same condition in which they were originally received by Licensee, normal wear and tear excepted. The following cuts shall not be deemed minor hereunder: any cut that impairs the basic storyline of the Licensed Program; any cut that impairs or adversely affects the artistic and/or pictorial quality of the Licensed Program or interferes with its continuity; or any cuts that are longer in the aggregate than _____ of the total running time of the Licensed Program.



(c) In no event shall any notice of copyright, trademark, or service mark, any trademark or service mark, any of MGM's presentation and/or advertising credits or the credits of any person, firm, or corporation appearing on any of the Licensed Program(s), trailers, and/or other materials be changed, altered, or removed. Any breach or violation of the terms hereof shall constitute a material breach of this License Agreement.

(d) Upon request by MGM, Licensee shall change the title of any Licensed Program(s) licensed hereunder and shall not thereafter transmit any such Licensed Program(s) except under such changed title.

4. ADVERTISING AND PROMOTION - (a) MGM will furnish Licensee with such promotional and advertising material MGM may have available which may be appropriate for use hereunder. In connection with the use of such promotional and advertising material, Licensee warrants and agrees that: (i) Licensee will abide by and comply with any advertising and billing instructions or restrictions which MGM may furnish to Licensee; (ii) any use of such promotional and advertising material by Licensee will not be made in such a manner as to constitute an express or implied endorsement of any product, service or sponsor; (iii) Licensee shall abide by and comply with the advertising instructions and on-screen credits, and all advertising shall give cast and other credits in the manner, position and relative size and prominence consistent with such advertising instructions and on-screen credits; (iv) Licensee will not create, develop, extract, or excerpt from the Licensed Program(s) to advertise and promote the Licensed Program(s), except that, subject at all times to the provisions of this License Agreement (and without in any limiting the generality of the other subsections of this paragraph 4(a)), Licensee may create and use excerpts and extracts totaling no more than [REDACTED] subject to any contractual restrictions of which MGM has notified Licensee, and in each case in connection with the advertising and publicizing of the Licensed Program(s) and solely on Licensee's Service; and (v) Licensee will comply with all guild and/or other collective bargaining agreements and/or contractual obligations of MGM concerning advertising and promotion requirements (including, without in any way limiting the generality of the foregoing, those governing the use of names, likenesses, excerpts and extracts) with respect to any Licensed Program(s).

(b) Subject at all times to the terms of this License Agreement and to any contractual, guild or other restrictions of which MGM has notified Licensee, Licensee shall be allowed to exhibit advertising and promotional materials of the Licensed Program(s) on its Internet World Wide Web site ("Web Site"), provided that: (i) Licensee may only use those advertising and promotional materials provided by MGM, and may not make any excerpts of the Licensed Program(s) which are longer in duration than [REDACTED]; (ii) Licensee's use of the advertising and promotional materials in connection with a Licensed Program is limited to the License Period of such Licensed Program; and (iii) Licensee shall use the advertising and promotional materials only to promote the exhibition of the Licensed Program(s) on Licensee's Service.

5. WARRANTIES AND INDEMNITIES - MGM represents and warrants that, except with respect to any material added by Licensee and except as with respect to music which is specifically provided for herein, MGM has the right to license the rights with respect to the Licensed Programs licensed hereunder and that the exercise by Licensee of the rights licensed hereunder in accordance with and pursuant to the terms of this License Agreement and these Standard Terms shall not violate or infringe the rights of any third party, including, without limitation, any copyright, trademark, service mark, or contractual rights, or the rights of privacy or publicity. Subject to the performance by Licensee of each of its material obligations hereunder, MGM will indemnify and hold harmless Licensee from and against any third party claims, suits, or damages (including, but not limited to, reasonable costs and expenses and reasonable attorneys' fees), other than for loss of profits or consequential damages sustained by Licensee, as a result of a breach of any warranty by MGM herein or by reason of claim that the exercise by Licensee of the rights herein licensed violates the rights of others, provided, however, that prompt, detailed, written notice of claim of such breach of warranty or violation is given by Licensee to MGM, and provided further that no settlement by Licensee will be binding on MGM unless consented to in writing by MGM. MGM shall have full control over the defense and/or settlement of any such claim or litigation, including the right to engage its own counsel, and Licensee, if so advised by MGM, shall not continue the exhibition of such Licensed Program(s) thereafter without the written consent of MGM. Licensee shall cooperate fully with MGM in the defense or settlement of any such claim or litigation. Licensee will indemnify and hold harmless MGM, and MGM's officers, directors, shareholders, and employees, from and against all claims or liabilities, including reasonable costs and expenses and reasonable attorneys' fees, arising from or as a result of: (a) the breach of any provision of this License Agreement by Licensee; (b) the telecasting of any material in connection with or relating to the Licensed Programs other than material contained in the Licensed Programs as delivered by MGM; or (c) the use by Licensee of any patent, copyright, trademark and/or other intellectual property rights of any third party other than material contained in the Licensed Programs as delivered by MGM.

6. MUSIC PERFORMING RIGHTS - MGM warrants that, to the best of its knowledge, information and belief, the performance rights in the music contained in the Licensed Program(s) are either: (a) controlled by ASCAP or BMI, or SESAC or by a non-U.S. performing rights organization affiliated with ASCAP, BMI, or SESAC; (b) in the public domain; or, (c) are controlled by MGM and not available for licensing through the music performance societies. MGM agrees to indemnify Licensee from and against any liability, loss, damages, costs or expenses arising from or as a result of the performance of the music in the Licensed Program(s) described in (c) above. If music in (a) above is included in a Licensed Program(s), Licensee, at its sole cost and expense, shall be responsible for obtaining a license to perform such music and Licensee agrees to indemnify MGM from and against any losses, claims, liability, costs and expenses (including reasonable attorneys' fees) arising from or as a result of the performance of such music by Licensee.

7. LICENSE FEE/PAYMENT - (a) [REDACTED]

(b) As used herein, the words "payment," "pay," "payable," "paid," or words of similar meaning, when applied to obligations of Licensee, shall mean the actual receipt by MGM, by the due date, in United States dollars in the amount specified herein without offset or recoupment, of cash, a bank transfer of unencumbered, immediately available funds to MGM's account, the unconditional clearance of a

[REDACTED] [REDACTED]

check or bank draft payable to MGM and drawn on an United States bank, or the draw down by MGM of a previously approved and existing letter of credit from an United States bank pursuant to the terms hereof. Payment in any other manner will not be deemed made to MGM until the amount of United States dollars due and payable has been received and is available for expenditure by MGM. Licensee bears the risk that payment in any other manner will not be deemed made to MGM within the time periods specified herein.

(c) Licensee shall use its best efforts to convert the local currency equivalent of MGM's license fee (or of any other amounts payable to MGM) into United States dollars at the best available exchange rate (i.e., the exchange rate which is most favorable to MGM) in the Territory on the date that such license fee is payable to MGM under the License Agreement. Licensee shall provide external evidence, in a form acceptable to MGM, to confirm that the exchange rate used by Licensee in computing each remittance to MGM was the best available exchange rate as of the due date. If MGM suffers any exchange losses arising from late payments or underpayments including, without limitation, underpayments discovered by MGM during the course of an audit of Licensee's books and records, such losses shall be calculated by deducting the United States Dollar equivalent of the local currency amount which would have been received if the delinquent balance had been paid when due at the best available exchange rate in the Territory on such date, from the United States Dollar equivalent of the local currency amount actually received from such delinquent balances. The local currency equivalent of any resulting United States Dollar exchange losses shall be paid to MGM in United States dollars without deduction for taxes or other purposes, promptly following MGM's demand therefor.

(d) MGM may, in its sole and absolute discretion, elect to accept funds tendered by Licensee in a currency other than United States dollars. Such acceptance shall not constitute a waiver of MGM's rights hereunder and such payment shall not be deemed to have been made until MGM has converted the non-U.S. currency, net of all costs of conversion, to the amount of all United States dollars due and payable. Licensee shall bear all risks associated with the conversion including delay, costs of conversion, fluctuations in the exchange rate and MGM's choice of currency exchange agent. If MGM elects to accept funds tendered by Licensee in a currency other than United States dollars, MGM shall notify Licensee of such election and Licensee shall deposit sums due to MGM in a bank or banks in the Territory approved by MGM or promptly pay to such person or persons in the Territory as MGM may designate in writing all sums due to MGM.

(e) Licensee shall obtain all governmental permits necessary to make all payments required under the License Agreement. Any royalties or fees which may be paid to or received by Licensee in virtue of any statute, governmental regulation, by operation of law or in any other manner on account of private recording or amplification, retransmission, or relaying of each Licensed Program(s) on any station, translator, repeater, satellite, cable television system, relay telecasts, network simultaneous transmission or otherwise shall belong to MGM, and if received by Licensee, shall be held by Licensee as agent and/or trustee for MGM and shall be promptly paid over to MGM.

(f) If laws or currency regulations in the Territory now or at any time during the term of the License Agreement prohibit or restrict Licensee from paying any sums due to MGM, Licensee shall advise MGM promptly in writing. In any such case, upon MGM's request, Licensee shall deposit to MGM's credit in a bank or banks approved in writing by MGM or promptly pay to such person or persons as MGM may designate in writing, all sums due MGM. Licensee shall reimburse MGM for any costs incurred by MGM in remitting such funds to the United States and/or converting such funds into United States dollars. If Licensee is prohibited or restricted from making payment of any sums due to MGM, in addition to MGM's other rights and remedies, MGM shall have the right to terminate the License Agreement upon written notice to Licensee.

8. WITHDRAWAL OR SUSPENSION OF LICENSED PROGRAMS - (a) MGM may, in its absolute discretion, withdraw permanently or temporarily any licensed Licensed Program if MGM determines that the telecasting thereof would or might: (i) infringe upon the rights of others; (ii) violate any law, court order, government regulation or other ruling of any governmental agency; or (iii) subject MGM to any liability or litigation. Further, MGM shall have the right to withdraw any Licensed Program if, in the opinion of MGM, said Licensed Program is unavailable for exhibition under the terms of this License Agreement; or, if the literary, dramatic or musical material upon which said Licensed Program is based has expired or may expire during the license period for the Licensed Program in question.

(b) MGM shall have the right to suspend the license period of any Licensed Program licensed hereunder in the event that MGM elects to release a theatrical sequel and/or remake to such Licensed Program and/or to release the Licensed Program theatrically, provided that the following shall apply to any such suspension: (i) MGM shall give Licensee no less than sixty (60) days prior written notice of the effective date of such suspension; (ii) each such suspension shall not exceed a period of six (6) consecutive months; (iii) there shall be no limit on the number of suspensions for each Licensed Program; and, (iv) the license period for the Licensed Program in question shall be extended by a period of time equal to the length of the suspension thereof.

(c) [REDACTED] MGM's notice shall set forth the Licensed Program or Licensed Programs which shall be suspended and the term of the MGM Window with respect to each Licensed Program. MGM's right to suspend the license period hereunder shall be exercisable one (1) time only for each Licensed Program (i.e., on a Licensed Program by Licensed Program basis). During any MGM Window, MGM shall be entitled to license such MGM Windowed Licensed Program(s) to any entity in the Territory for television exhibition of any kind, including, without limitation, exhibition by any MGM-branded channel and/or any channel in which MGM owns substantial equity. Upon the termination of a MGM Window, the license granted to Licensee hereunder shall resume and Licensee may exercise its rights without further interruption and Licensee's license period for such MGM Windowed Licensed Program(s) shall be extended for the period of time equivalent to the MGM Window. Further, notwithstanding anything to the contrary contained herein or in the License Agreement, the exhibition rights licensed to Licensee hereunder shall be non-exclusive as against any MGM-branded channel, and MGM shall be entitled to exhibit any of the Licensed Programs licensed hereunder on any MGM-branded channel during the term set forth in the License Agreement.

(d) If the Licensed Programs licensed hereunder include one or more episodic television series ("Series"), MGM shall have the right to withdraw on a permanent basis prior to its initial telecast any Series for which fewer than thirteen (13) episodes have been produced prior to the start date of the license period for such Series. In the event that any Series is so withdrawn by MGM pursuant to this



subparagraph (d), MGM shall elect to either furnish a substitute Licensed Program in place of the Licensed Program so withdrawn (which substitute Licensed Program shall be mutually agreed upon between Licensee and MGM) or to reduce the total license fees payable pursuant to the License Agreement by an amount allocable for the Series so withdrawn.

(e) In the event a Licensed Program is withdrawn or suspended on a temporary basis, Licensee shall be entitled, at MGM's election, to: (i) an extension of the license period with respect to the withdrawn Licensed Program equal to the period of such withdrawal or suspension; or (ii) be provided by MGM with a substitute Licensed Program of comparable quality to the withdrawn Licensed Program.

(f) In the event MGM elects to withdraw any Licensed Program licensed hereunder on a permanent basis prior to its initial telecast, MGM shall elect to either furnish a substitute Licensed Program in place of the Licensed Program so withdrawn (which substitute Licensed Program shall be mutually agreed upon between Licensee and MGM) or to reduce the total license fees payable pursuant to the License Agreement by an amount allocable for the Licensed Program so withdrawn.

(g) In the event MGM elects to withdraw any Licensed Program licensed hereunder on a permanent basis at any time after its initial telecast, MGM may grant Licensee additional telecasts of any other Licensed Program licensed hereunder which Licensee and MGM have agreed is of comparable quality to the withdrawn Licensed Program, or MGM shall reduce the total license fees payable by Licensee pursuant to the License Agreement by a proportionate amount of the applicable license fee for the Licensed Program so withdrawn. In the event MGM elects to withdraw any Licensed Program(s) licensed hereunder on a permanent basis, the rights granted herein in and to such Licensed Program(s) shall terminate and no further exhibitions shall be made of such Licensed Program(s). Notwithstanding the termination of Licensee's rights in the event of a permanent withdrawal of any Licensed Program(s) as described herein, Licensee shall account to MGM in accordance with the terms of this License Agreement for all exhibitions, if any, of such Licensed Program(s) made prior to such permanent withdrawal. Licensee shall have no claim against MGM based upon MGM's withdrawal on a permanent basis of any Licensed Program(s) as described herein.

(h) Any reduction in the total license fees payable pursuant to the License Agreement under the terms of this paragraph shall be by credit to Licensee's account unless the entire license fees payable pursuant to the License Agreement have otherwise been paid in full by Licensee, in which event, MGM shall refund directly to Licensee any sum due to Licensee under the terms of this paragraph. In the event that the license fee for an individual Licensed Program is not specified in the License Agreement or an amendment hereto, the amount refunded to Licensee under the terms of this paragraph as a result of the withdrawal of such Licensed Program shall be the average license fee if the Licensed Program has not been telecast or a proportionate part of the average license fee if the Licensed Program has been telecast.

(i) Notwithstanding the foregoing, if: (i) MGM withdraws any Licensed Program with an expiration date as specified in the attached Exhibits on said expiration date; or (ii) prior to the effective date of the withdrawal, Licensee has telecast the Licensed Program the number of times licensed hereunder, Licensee shall not be entitled to receive a refund for such withdrawn Licensed Program.

(j) If a videotape of a withdrawn Licensed Program has been shipped to Licensee, Licensee will promptly return it to MGM at MGM's expense.

9. USAGE REPORTS. Upon request from MGM, Licensee shall within ten (10) days after such request, Licensee shall provide notice to MGM of the names of any Licensed Programs telecast during a relevant period in the Territory and the dates of such telecasts.

10. SPILLOVER - MGM acknowledges and accepts that Licensee shall have the right to telecast the Licensed Programs by means of unencrypted terrestrial television transmission as part of the Free Television rights granted in the License Agreement and that such transmission may be received outside of the Territory licensed to Licensee pursuant to the License Agreement (such reception shall be referred to herein as "Spillover") and that the occurrence of such Spillover shall not be considered a breach of the License Agreement by Licensee, provided that Licensee adheres to the following terms and conditions: (a) Licensee does not attempt to collect any fees, royalties or other payments in connection with such Spillover; (b) Licensee does not market its telecasts outside of the Territory licensed to Licensee hereunder; (c) reception of Licensee's telecasts outside of the Territory licensed hereunder shall be negligible as measured by industry standards; (d) Licensee shall not establish or inflate any advertising rates based on the fact, assumption or understanding that Licensee's telecasts extend beyond the Territory licensed hereunder; (e) the Licensed Programs licensed hereunder shall be transmitted only in the language permitted pursuant to the License Agreement; (f) Licensee's telecasts shall not interfere with any exclusive rights which MGM has granted to a third party outside of the Territory licensed pursuant to the License Agreement; and, (g) in the event that any royalties or other fees are collected or paid or are received by Licensee by virtue of the Spillover or the exercise of any rights reserved by MGM, Licensee shall promptly pay over to MGM all of such royalties or fees.

11. EARLY EXPIRATION OF LICENSE TERM - With regard to the rights licensed to Licensee by MGM hereunder, if Licensee completes all permitted exhibitions of any Licensed Program prior to the expiration of the number of years stipulated in the License Agreement with respect to that Licensed Program, the license for such Licensed Program shall be deemed terminated for all purposes as of the date of the last permitted exhibition and any then remaining unpaid license fees in connection with such Licensed Program shall forthwith become due and payable to MGM. Licensee shall give MGM written notice of the completion of each exhibition of each Licensed Program. Failure to complete the maximum number of exhibitions by the expiration date of the license period for such Licensed Program shall not serve to extend the license period with respect to such Licensed Program and Licensee shall have no further rights after said expiration date.

12. FORCE MAJEURE - If Licensee shall be prevented from exhibiting or MGM from delivering any Licensed Program by reason of an event of force majeure, the affected party shall attempt to eliminate the force majeure contingency and such performance shall be excused to the extent that it is prevented by reason of such an event of force majeure, except that Licensee shall continue to make the payments to MGM provided for hereunder with respect to all Licensed Programs whether or not affected by any such condition. For purposes of this License Agreement, an "event of force majeure" in respect of a party shall mean, to the extent beyond control of such party, any governmental action, nationalization, expropriation, confiscation, seizure, allocation, embargo, prohibition of import or export of goods or products, regulation, order or restriction (whether foreign, federal or state), war (whether or not declared), civil



commotion, disobedience or unrest, insurrection, public strike, riot or revolution, lack of or shortage of, or inability to obtain, any labor, machinery, materials, fuel, supplies or equipment from normal sources of supply, strike, work stoppage or slow down, lock out, or other labor dispute, fire, flood, drought, other natural calamity, damage or destruction to plant and/or equipment, or any other accident, condition, cause, contingency or circumstance (including, without limitation, acts of God) beyond the control of such party. An event of force majeure does not, however, include any party's financial inability to make any of the payments required to be made under this License Agreement, nor shall any event of force majeure relieve Licensee from the obligation to make any payments under this License Agreement, provided the Licensed Programs are delivered to Licensee.

13. TAXES - Licensee shall pay, without limitation, any taxes, levies and/or other charges howsoever denominated, imposed or levied (excluding only any applicable net income or franchise taxes imposed or levied against MGM) by any statute, law, rule or regulation now in effect or hereinafter enacted including, without limitation, sales, use, property, excise and/or other similar taxes, including state, county, city, regional and/or other taxes howsoever denominated, relating to or imposed on license fees, rentals, videotapes or other material or the right or privilege to use the same in connection with any Licensed Program(s), whether or not invoiced or demanded by MGM, it being the intent of the parties that any license fees payable pursuant to the License Agreement shall be net amounts, free and clear of any taxes, levies and/or other charges of any kind or nature howsoever denominated. To the extent that any such taxes, levies and/or other charges (or penalties or interest thereon) are paid by MGM, Licensee will reimburse MGM for the full amount of such taxes, levies and/or other charges (including penalties or interest thereon) upon demand by MGM; provided that, in the event Licensee fails to reimburse MGM for such amounts, MGM may avail itself of any and all of the remedies set forth herein with respect to the non-payment of license fees, as well as any other legal remedies that may be available to MGM at law or in equity. In the event that, pursuant to the legal requirements imposed upon Licensee by a duly-organized governmental taxing authority, Licensee is required to withhold from the license fees payable to MGM hereunder any sales, remittance, value added, turnover and/or any other tax, levy and/or charge (collectively, "Required Taxes"), the following shall apply: (a) Licensee shall only withhold from payment to MGM the minimum amount of such Required Taxes which must be paid to the taxing authority; (b) Licensee shall only withhold from payment to MGM the actual amount of such minimum Required Taxes which have been paid by Licensee to the taxing authority; (c) Licensee shall provide MGM, concurrently with the payment to MGM of the applicable installment of the license fees payable hereunder, an official receipt issued by the taxing authority certifying the amount and basis of such Required Taxes and the date upon which payment of such Required Taxes was received by the taxing authority; (d) Licensee shall promptly refund to MGM any amount of the Required Taxes which was deducted or withheld from or offset against any installment of the license fees payable hereunder which amount was subsequently refunded or credited to Licensee; and, (e) Licensee shall promptly refund to MGM any amount of the Required Taxes which was deducted or withheld from or offset against any installment of the license fees payable hereunder if, in connection with such amount, Licensee has received or will receive any benefit (either directly or indirectly) by or from such taxing authority.

14. ASSIGNMENT - Neither the license herein granted to Licensee nor this License Agreement may be assigned by Licensee, either voluntarily or by operation of law, in whole or in part, without the written consent of MGM. MGM may assign the License Agreement or any interest herein at any time. Licensee agrees that in the event of receipt of written notice of assignment by MGM, consideration due to MGM shall be rendered to any third party assignee in accordance with MGM's instructions, without offset, deduction, counterclaim, or other credits which the Licensee may have against MGM. Nothing herein contained shall be deemed or construed to limit or prevent MGM from assigning, hypothecating, pledging or discounting this License Agreement, or all or a portion of the consideration hereunder, or in connection with any such assignment, of assigning the rights to furnish materials hereunder, and Licensee agrees that materials furnished by any such assignee shall be accepted by Licensee as performance by MGM hereunder to such extent.

15. RESERVATION OF RIGHTS - The license herein granted to Licensee is and shall be limited to the right to telecast each Licensed Program(s) only in its entirety for the purpose, in the manner and at the times herein expressly provided. Any and all rights in the Licensed Program(s) (including but not limited to the right to broadcast film clips and segments thereof) and the literary and/or musical materials contained in or upon which said Licensed Program(s) may be based which shall not have been expressly licensed to Licensee by this License Agreement are reserved to MGM and may be exercised, marketed, exploited and disposed of by MGM concurrently with, and throughout the term of this License Agreement, freely and without limitation or restriction, and regardless of the extent to which those rights are competitive with Licensee or the license granted hereunder. Additionally, MGM reserves the right to change the title of any Licensed Program(s) and/or the Licensed Program(s) licensed hereunder, and at MGM's request, Licensee will not thereafter telecast any such Licensed Program(s) or the Licensed Program(s) itself except under the new title. Nothing hereunder shall preclude MGM from advertising and promoting each Licensed Program(s) or parts thereof in any manner, in any and all media, without any obligation whatsoever to Licensee.

16. DEFAULT OF LICENSEE - (a) Any of the following events shall be considered events of "default" on the part of Licensee pursuant to the License Agreement: (i) if Licensee fails to make payment of any amounts payable in accordance with the terms of the License Agreement or any other agreement with MGM and such failure to make payment shall continue for a period of ten (10) days after written notice thereof is given to Licensee; (ii) if Licensee fails to duly perform or observe any material term, covenant or condition of the License Agreement or any other agreement with MGM which Licensee is required to keep and perform and such failure shall continue for a period of ten (10) days after written notice thereof is given to Licensee; (iii) if Licensee shall be adjudicated a bankrupt or shall file a petition in bankruptcy or shall make an assignment for the benefit of creditors or shall take advantage of the provisions of any bankruptcy or debtor's relief act; (iv) if an involuntary petition in bankruptcy is filed against Licensee and is not vacated or discharged within thirty (30) days; (v) if a receiver is appointed for a substantial portion of Licensee's property and is not discharged within thirty (30) days; (vi) if Licensee voluntarily or by operation of law loses control of its company or the Service or its interest therein (other than as a result of a sale by Licensee of all or substantially all of its assets to which MGM has consented); or (vii) Licensee makes or attempts to make any assignment, transfer, or sublicense of this License Agreement without MGM's written consent.

(b) In the event of or upon the occurrence of any one (1) or more of such events of default, any and all installments or amounts payable to MGM pursuant to the License Agreement and/or any other agreements between Licensee and MGM which remain unpaid shall immediately become due and payable to MGM, regardless of the due date thereof, and regardless of whether all permitted exhibitions have occurred or will occur, with interest thereon at the maximum applicable legal rate permitted by law. In addition and without prejudice to any other right or remedy which may be available to MGM at law or in equity, and without in any way releasing or discharging



Licensee of or from any of its obligations under the License Agreement, MGM shall have the right to: (i) terminate any or all of the rights granted to Licensee pursuant to the License Agreement and/or any and all other agreements between MGM and Licensee; and/or, (ii) suspend, without extending, the License Period for any of the Licensed Program(s) licensed pursuant to the License Agreement or any other agreement, and/or (iii) suspend the further delivery of videotapes under the License Agreement and/or any other agreements between MGM and Licensee until such event of default has ceased and been remedied. In the event of termination hereunder, Licensee shall immediately return to MGM all videotapes of any Licensed Program(s) and any and all advertising and promotional materials in Licensee's possession. Notwithstanding Licensee's default, MGM may continue to deliver videotapes to Licensee without waiving any of MGM's rights hereunder.

(c) In the event that MGM, by reason of the failure of Licensee to perform any one or more of the terms, covenants or conditions of the License Agreement or any other agreement with MGM, shall pay or become obligated to pay any sum of money, or shall do any act which requires the payment of consideration, or shall expend any sums for legal services of any kind or description, then the sum or sums paid or required to be paid, with interest thereon at the maximum applicable legal rate permitted by law, shall be added to the license fees payable by Licensee pursuant to the License Agreement and shall be paid by Licensee to MGM concurrently with and as part of the installment next becoming due, or if there are no further installments payable under the terms of the License Agreement, Licensee shall make payment thereof upon demand by MGM. The exercise of or election not to exercise any of the foregoing remedies by MGM shall not operate as a waiver on the part of MGM of its rights to exercise any of its other rights and/or remedies at law, in equity or otherwise or its right to exercise such remedies in the future.

18. AUDIT - (a) Licensee shall keep full and accurate books and accounts with respect to the Licensed Program(s) and MGM shall have the right to audit and inspect said records at reasonable business hours, or to designate a representative to audit and inspect said records on MGM's behalf. Licensee agrees that books and accounts are deemed to include all media where information is stored, including electronic media such as computer diskettes, magnetic tape, optical storage methods or any and all other formats necessary to analyze all data MGM or MGM's representative find necessary to analyze, review or inspect. MGM shall have the absolute right to make copies of all data or information, regardless of what medium that data or information may be stored upon. In the event that such examination by MGM reveals any under-reporting or misrepresentation by Licensee of any item bearing upon the computation of the amounts payable to MGM hereunder, Licensee agrees that in addition to recomputing and making immediate payment of the amounts due based on actual and true items together with interest thereon at the rate of two percent (2%) plus the prime rate of interest charged by and computed on borrowings from the Bank of America National Trust & Savings Association, compounded monthly, or the maximum rate permitted by law, whichever is least, (i) Licensee will, in addition, pay all costs and expenses incurred by MGM in connection with such audit including any and all attorneys' fees incurred by MGM in connection with the enforcement and collection of such under-reported or misrepresented amounts, and (ii) notwithstanding anything to the contrary contained herein, MGM shall have the further right to audit Licensee's books and records retroactively to the commencement of the License Agreement. In the event MGM decides to exercise this right and conduct an audit and/or an inspection of Licensee's business records, MGM shall give Licensee at least ten (10) days advance written notice, with said audits limited to one (1) time per calendar year. Licensee agrees that, at MGM's own discretion, said audit and/or inspection shall be conducted by a nationally recognized firm of certified public accountants and/or by MGM's own corporate audit department.

(b) Licensee shall retain the books, accounts and records with respect to each Licensed Program(s) or statement received by MGM in connection therewith for three (3) years after such Licensed Program(s) has been accounted for or such statement has been rendered unless a suit is commenced. However, nothing shall limit MGM's rights at law in the event that Licensee shall have concealed information from or provided false information to MGM or its auditors.

(c) Any payment not made by Licensee to MGM within thirty (30) days after its due date hereunder shall bear interest thereon at the rate of two percent (2%) plus the prime rate of interest charged by and computed on borrowings from the Bank of America National Trust & Savings Association, compounded monthly, or the maximum rate permitted by law, whichever is least, computed from the original due date until paid. Acceptance of any payment by MGM after its due date shall not constitute a waiver by MGM of any of its rights hereunder.

19. SUBLICENSING AND SECURITY - (a) Licensee agrees that, except as specifically permitted pursuant to the terms and conditions of the License Agreement, Licensee will not copy, duplicate or sublicense any of the Licensed Programs licensed to it hereunder nor will Licensee cause, authorize or permit the copying, duplication, recording or transcription of the Licensed Programs and/or the sound track or any other part thereof, nor will Licensee cause, authorize or permit the use of any of the Licensed Programs for any purpose other than the purposes herein specified. Further, Licensee shall not authorize any Licensed Program for reception by any device that includes a mechanism for digital recording of programming or which has a digital output, without MGM's prior written approval.

(b) In the event that, pursuant to the terms and conditions of the License Agreement, Licensee has expressly been granted the right to sublicense the rights granted hereunder, any sublicensing agreement entered into by Licensee must incorporate the same terms, conditions, restrictions and/or limitations on the use of the Licensed Programs and/or any portions or segments thereof (including any promotional and/or advertising materials) as are set forth in the License Agreement, it being specifically acknowledged and agreed that Licensee shall not enter into any agreement with any sublicensee which would expand upon the rights granted by MGM to Licensee hereunder or which is in any way in conflict with the terms and conditions of the License Agreement, and that the term "Licensee" hereunder shall be deemed to refer to, apply to and include any and all of Licensee's sublicensees. Licensee shall indemnify and hold harmless MGM, its parent, subsidiaries and affiliates and its and their respective officers, directors and employees from and against any losses, liability, damages, costs and expenses (including reasonable attorneys' fees) arising from or out of Licensee's sublicensing of the rights granted by MGM pursuant to the License Agreement and/or the breach by any of Licensee's sublicensees of any of the terms and conditions of the License Agreement.

20. ANTI-PIRACY - Licensee shall take all steps and pay all required fees necessary to protect fully the Licensed Program(s) under the copyright, trademark and related intellectual property laws of the Territory. MGM will reasonably cooperate with Licensee in providing documents necessary to secure such protection. If Licensee becomes aware of any infringement of any copyright or trademark in any Licensed Program(s) in the Territory, Licensee shall immediately notify MGM. Licensee shall employ security measures to prevent the loss, theft, pirating, copying, or unauthorized access, use or distribution of any of the Licensed Program(s), trailers and/or other materials in its possession, custody, or control provided to Licensee by MGM. Licensee accepts responsibility for the loss or theft of any Licensed Program(s), trailers, and/or other materials from the time of delivery until returned to MGM. Licensee shall notify MGM immediately if any such items in its possession are lost, stolen, or destroyed. In such event, Licensee shall cooperate with MGM to the fullest extent in any attempt MGM may make to recover such material.

21. RETRANSMISSION ROYALTIES - Any fees payable by reason of any government-permitted or government-mandated retransmissions of Licensed Program(s) are the sole property of MGM. Licensee shall cooperate with MGM to the extent necessary to permit MGM to collect the maximum amount of any such fees.

22. VIDEO LEVY - Licensee acknowledges that if any fee, video levy, or similar charge shall be collected in the Territory on the sale of video recorders, blank video cassettes (or discs), or similar items and such levy or any part thereof shall or may become payable to the copyright owner or distributor or exhibitor of any Licensed Program(s) in the Territory, then such amount shall belong entirely to MGM.

23. WAIVER - No waiver of any breach or default under this License Agreement shall operate as a waiver of any preceding or subsequent breach or default. No failure or delay by either party in exercising any right, power or privilege under this License Agreement shall operate as a waiver thereof nor shall any single or partial excuse thereof of any other right, power or privilege, except as otherwise expressly provided herein. In particular, no waiver by either party of any breach or default of the other party shall be construed as a continuing waiver of the same or any other breach or default under this License Agreement. In the interpretation and construction of this License Agreement, no term shall be construed against any party on the basis that the party was the drafter, and the parties waive any common law or statutory provision that would construe an ambiguous term against the other party as the drafter of this License Agreement.

24. EFFECT OF INVALIDITY OF PROVISION - If any term or provision of this License Agreement or the application thereof to any part or set of circumstances shall, in accordance with the adjudication provisions of this License Agreement, be held invalid or unenforceable, such term or provision shall be ineffective, only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this License Agreement, and, in such circumstances the parties shall negotiate in good faith a substitute provision which is valid and enforceable and which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position in which it would have been but for the finding of invalidity or unenforceability, but in no event shall any substitute provision affect the License Fees payable to MGM hereunder.

25. CHOICE OF LAW & VENUE/LEGAL ACTIONS - The official language of this License Agreement is English and in any controversies or disputes between the parties the English text shall control. This License Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be fully performed therein by residents of the State of California, except to the extent that the parties' respective rights and obligations are subject to mandatory local, state and federal laws or regulations. The parties hereto agree that all actions based upon or resulting from this License Agreement shall be brought by either party hereunder exclusively in the federal and state courts located in Los Angeles County, California, and each party hereto submits to the exclusive jurisdiction in such courts and agrees that venue is appropriate in such courts for all actions arising under or related to this License Agreement. The parties hereby waive any claims or defenses that such courts constitute an inconvenient forum. Licensee's sole remedy for breach of any provision of this License Agreement shall be an action at law for damages, and in no event shall Licensee be entitled to injunctive or other equitable relief.

26. AGREEMENT COMPLETE - This License Agreement may not be altered or modified except by means of a written document signed by both parties. This License Agreement is complete and embraces the entire understanding between the parties, all prior understandings, either oral or written, having been merged herein.

27. NOTICES - All notices or other documents (collectively, "Notices") which either party may be required to or may desire to give to the other party hereunder shall be in writing, unless otherwise specified, and shall be addressed or directed to the party intended to receive the Notice at its address set forth in the License Agreement. All such Notices shall be given in one (1) of the following ways: (a) by personal delivery; (b) by United States mail or airmail (if available) or the mail or airmail (if available) service of Licensee's country (as applicable), postage pre-paid; (c) by express mail or courier service; (d) by delivery, toll prepaid to a telegraph or cable company; or, (e) by transmittal via any electronic means now known or hereafter devised (including telex, telecopier or laser transmissions), provided that the party to whom Notice is directed is capable of receiving the Notice by such electronic means.

28. RELATIONSHIP OF THE PARTIES - At no time in the past, present, or future shall the relationship between MGM and Licensee be deemed or intended to constitute an agency, partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power, or authority at any time to act on behalf of or to represent the other party, but each party hereto shall be separately and entirely liable for its own debts in all aspects.

29. CONFIDENTIALITY - Neither MGM nor Licensee shall issue any press release or statement with regard to the terms and provisions of this Agreement without the consent of the other, nor shall MGM or Licensee disclose to any third party (other than his/its respective employees, directors and officers, in their capacity as such, on a need-to-know basis), any information with respect to the provisions of this Agreement except: (a) to the extent necessary to comply with the law or a valid court order of a court with competent jurisdiction, in which event the party making such disclosure shall so notify the other Parties as promptly as is practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (b) to the extent necessary to comply with



the disclosure requirements of the S.E.C. or similar entities, and/or by the applicable rules of any stock exchange on which either party or their respective parent companies list securities; (c) to its parent, subsidiary or other affiliated companies, their banks, auditors and attorneys and similar professionals (collectively, its "Permitted Recipients"), provided that the disclosing party shall be liable to the other party in the event that any of its Permitted Recipients disclose any information that the disclosing party would be prohibited from disclosing pursuant to this paragraph; (d) In order to enforce its rights pursuant to this Agreement; (e) to a prospective or actual buyer or financier or affiliate thereof as well as the Permitted Recipients thereof, provided that any such buyer or financier has executed a written confidentiality agreement pursuant to which they/it agree(s) to be bound by the provisions of this paragraph or a similar undertaking of confidentiality; and (f) In order to comply with contractual commitments to such party's participants and/or shareholders.

30. INCONTESTABILITY - No action or proceeding at law or in equity shall be brought by Licensee under this License Agreement or otherwise unless commenced within twelve (12) months from the date the claim or cause of action giving rise to said action or proceeding is alleged to have arisen or discovered. The foregoing shall not be applicable to any claim or cause of action based on an alleged breach of any warranty on the part of MGM.

31. PARAGRAPH HEADINGS - The headings of the paragraphs of this License Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this License Agreement or of the License Agreement itself.

END OF STANDARD TERMS

