

Country: CZECH REPUBLIC

Date: 12th June 2024

Licensor's Contract No: CZE24F001X

Česká televize
Company ID number: 00027383

and

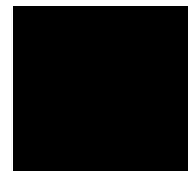
COLUMBIA PICTURES CORPORATION LTD

FREE BROADCAST TELEVISION LICENSE AGREEMENT

Number CZE24F001X

Subject matter of the agreement:	Program license acquisition
Price or value:	US \$386,000.00
Date of execution:	12 th June 2024

FREE BROADCAST TELEVISION LICENSE AGREEMENT



Country: CZECH REPUBLIC

Date: 12th June 2024

Licensor's Contract No: CZE24F001X

LICENSEE: CESKA TELEVIZE

Public Company established by the Czech Television Act. No. 483/1991 Coll., with registered office in 140 70 Praha 4 (Czech Republic), Kavci hory. VAT N^o CZ00027383, represented by Mr. Jan Souček, General Director
KAVCI HORY
140 70 PRAGUE 4
CZECH REPUBLIC

LICENSOR: COLUMBIA PICTURES CORPORATION LIMITED

with its offices at 12th Floor, Brunel Building, 2 Canalside Walk, London, W2 1DG, United Kingdom with EU VAT No. HU28812780, acting through its Hungarian branch: Columbia Pictures Corporation Limited Hungarian Branch, with its registered office at 1133 Budapest, Váci út 76.

Addresses for notices: (1) 12th Floor, Brunel Building, 2 Canalside Walk, London, W2 1DG, United Kingdom, For the attention of: Executive Vice President, Legal Affairs, Corporate Legal Department; and (2) All other addresses specified in the Standard Terms and Conditions (Exhibit 1).

TERRITORY:

[REDACTED]

LICENSED SERVICES:

Primary Channels: [REDACTED] (together with HD simulcast versions thereof)

Secondary Channels: [REDACTED] (together with HD simulcast versions thereof)

AUTHORIZED LANGUAGE:

Original language version dubbed, subtitled and/or voiceover in

[REDACTED]

(1). RIGHTS GRANTED:

Licensee is granted license rights to exhibit the Programs in the Authorized Language in the Territory [REDACTED]

[REDACTED]

[REDACTED]

LICENSED PROGRAM(S)/PROGRAM(S):

As detailed in attached Exhibit 2

(2). EXCLUSIVITY & HOLDBACKS:

[REDACTED]

[REDACTED]

Country: CZECH REPUBLIC

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In no event shall there be any restrictions on Licensor's right to exploit any of the Programs by means of Basic Television Service, Pay Television Service, Subscription Video-On-Demand, Pay-Per-View, Near-Video-On-Demand or Video-On-Demand or by any other means except as stated herein or in any language other than the Authorized Language.

LICENSE PERIOD: For each Program the License Period commences on the Availability Date (License Period Start Date) thereof, and terminates on the Expiration Date (License Period End Date), each as specified in Exhibit 2 (unless terminated earlier in accordance with Section 3.1 and/or Article 13 of the Standard Terms and Conditions).

Maximum Permitted Number of Authorized Exhibitions for each Program: As per Exhibit 2

Each run for each Program is granted a 48-hour non-Prime Time quick repeat across permitted Licensed Services (as set out in Exhibit 2), with the exception of the Licensed Service CT:D. For the Licensed Service CT:D only, each run for each Program (as set out in Exhibit 2) is granted a 168-hour non-Prime Time quick repeat.

For the purposes of this clause, "Prime Time" shall be defined as the hours between 19:00 and 23:00 of local time in the Territory each day of the week.

TOTAL LICENSE FEE: US\$386,000.00 (Three Hundred Eighty-Six Thousand United States Dollars 00 cents)

PAYMENT TERMS:

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

BANK ACCOUNT INFORMATION:

COLUMBIA PICTURES CORPORATION LIMITED
Branch Name: Citibank Europe plc Hungarian Branch Office
Branch Address: H-1133 Budapest, Vaci ut 80

Country: CZECH REPUBLIC

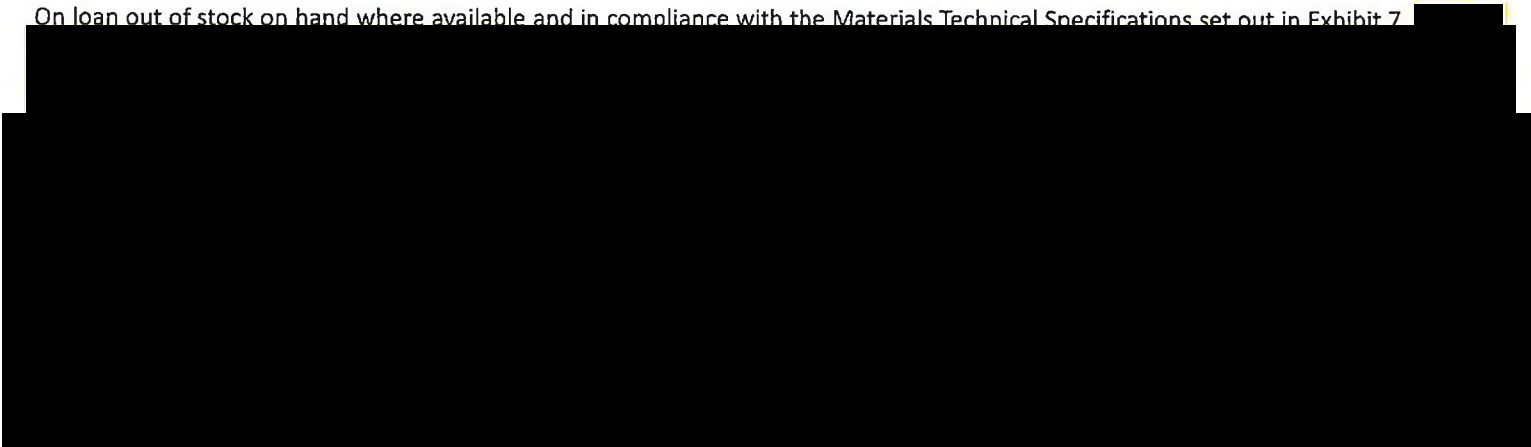
Date: 12th June 2024

Licensor's Contract No: CZE24F001X

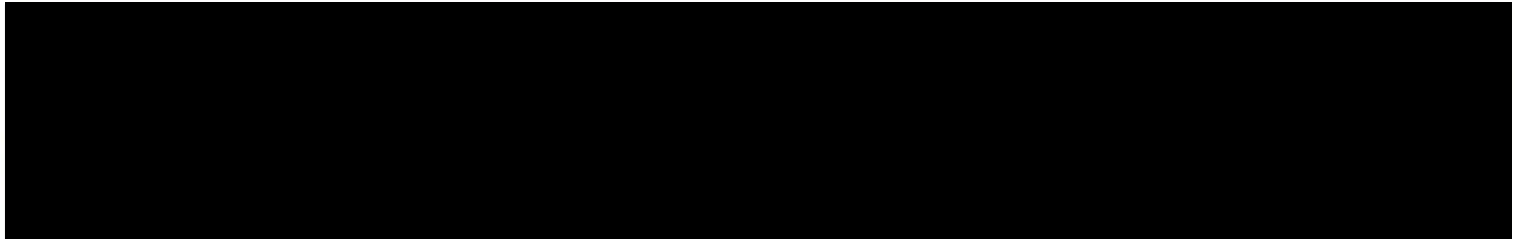
Account Number: 15347015 / SWIFT Code: CITIHUHX / IBAN Number: HU78 1080 0007 8000 0000 1534 7015

MATERIALS SPECIFICATIONS:

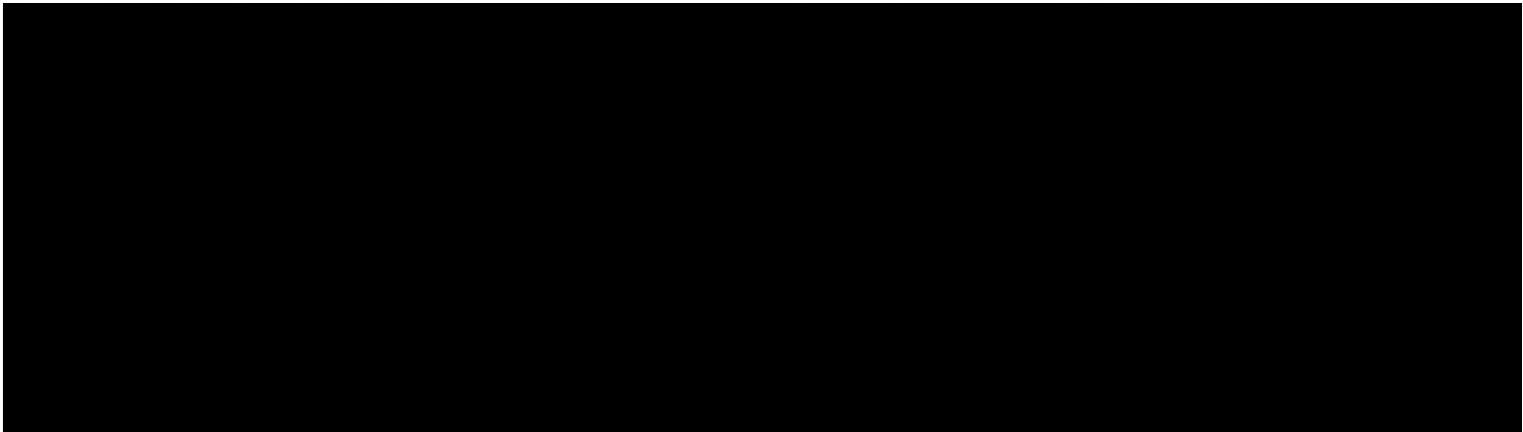
On loan out of stock on hand where available and in compliance with the Materials Technical Specifications set out in Exhibit 7



SPECIAL CONDITIONS:



Attached hereto as Exhibit 1 are the standard terms and conditions governing the license granted by Licensor to Licensee hereunder. Licensor and Licensee hereby acknowledge and agree that all of the terms and conditions set forth in Exhibit 1 are hereby incorporated into this Free Broadcast Television License Agreement by this reference as if fully stated herein.



The Agreement shall become binding for the contracting parties on the day of its signature and effective on the day of its publication pursuant to Czech legislation. It has been executed in three counterparts, each valid as an original, of which the Licensee shall receive two counterparts and the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts without unreasonable delay.

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



Country: CZECH REPUBLIC

Date: 12th June 2024

Licensor's Contract No: CZE24F001X

Upon execution in writing by Licensor, this shall constitute a license agreement for the broadcast of the Programs herein in accordance with the terms and conditions hereof, as of 12th June 2024.

Licensor Name: COLUMBIA PICTURES CORPORATION LTD

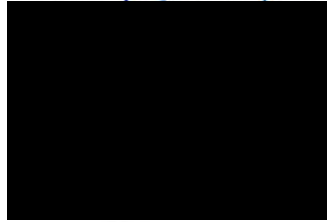
By (signature):

Title: EVP EMEA

Licensee Name: CESKA TELEVIZE

By (signature):

Title: Jan Souček, General Director



**EXHIBIT 1
STANDARD TERMS AND CONDITIONS OF
FREE BROADCAST TELEVISION LICENSE AGREEMENT**

These Standard Terms and Conditions (these "Standard Terms") together with the Deal Terms and Conditions to which this Exhibit 1 is attached (the "Deal Terms") and any annexes, exhibits, schedules and other attachments (together with the Deal Terms, the "Specified Terms") are collectively referred to as this "Agreement" and shall apply to and govern the license for each Licensed Program.

1. DEFINITIONS/CONSTRUCTION.

1.1. **Definitions.** Unless the context otherwise requires, capitalized terms used in this Agreement without definition shall have the following meanings:

1.1.1. **"Affiliate"** of a specified Person means any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the specified Person. For purposes of this definition only, the term "control" as to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership interests, the right or ability to appoint directors, contract or otherwise and the terms "controlling" and "controlled" shall have correlative meanings. The ownership of more than 50% of the voting interests of a Person or the ability to elect a majority of its board of directors (or equivalent governing body) shall be deemed to confer control on the possessor thereof.

1.1.2. **"Affiliated Institution"** means each hotel, motel, inn, lodge, holiday camp, retirement home, hospital, nursing home, hospice, and hall of residence at an educational institution located in the Territory which offers programming to its residents for exhibition and which, at the time in question, has an agreement with (a) an Affiliated System, pursuant to which agreement such Affiliated System provides such institution with the Licensed Service(s) or (b) Licensee, pursuant to which agreement Licensee provides such institution with the Licensed Service(s) by means of a Delivery System pre-approved by Licensor.

1.1.3. **"Affiliated System"** means a Licensor approved multi-channel video programming distributor which distributes multiple channels of linear television programming services to such Affiliated System's subscribers in the Territory via a Delivery System, and (a) owned and controlled by Licensee or a Licensee Affiliate or (b) which has a valid agreement with Licensee, in each case pursuant to which (i) Licensee provides such Affiliated System with the Licensed Service(s) and (ii) the Affiliated System provides the Licensed Service(s) to its subscribers as a Free Broadcast Television Service.

1.1.4. **"Anti-Corruption Law"** means the U.S. Foreign Corrupt Practices Act of 1977, the Japanese Unfair Competition Prevention Law of 1998, the United Kingdom Bribery Act 2010, the Criminal Law of the People's Republic of China, any national and international law enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and any other applicable law relating to bribery and/or corruption and any other Law relating to bribery and/or corruption applicable to Licensor, Licensee or their Affiliates.

1.1.5. **"Approved Resolution"** means the licensed exhibition resolution as set out in the Deal Terms.

1.1.6. **"Authorized Exhibitions"** with respect to a Licensed Program means the total number of permitted exhibitions, or the number of permitted exhibitions per Exhibition Day, as applicable, for such Licensed Program hereunder, as set out in the Specified Terms.

1.1.7. **"Authorized Language"** means each language in which Licensee is authorized to exhibit the Licensed Programs, as set out in the Specified Terms.

1.1.8. **"Availability Date"** for a Licensed Program means the first day that Licensee has the right to exhibit such Licensed Program hereunder, as set out in the Specified Terms.

1.1.9. **"Basic Television Service"** means a single, fully Encrypted, non-interactive linear program service that (a) consists of a schedule of programming offered and delivered by an Affiliated System to its subscribers for intelligible reception solely within the Territory, (b) solely as part of a non-premium package of multiple program services (i.e., which does not include Subscription Pay Television Services or other premium pay television services for which a separately allocable or identifiable fee is charged) upon payment of a separate, regular, periodic subscription fee (payable not more frequently than once per month and not on a per-program or per-exhibition basis) to receive such non-premium package, (c) is substantially supported by revenue from the sale of advertising time, and (d) the signal for which is intended and capable of being viewed simultaneously with its delivery. Such schedule of programming need not be delivered as part of the lowest available tier of program services of an Affiliated System as long as it is delivered only as part of higher non-premium tiers of programming packages (sometimes referred to as "extended basic" or "basic plus" tiers). Without limiting the foregoing "Basic Television Services" exclude Free Broadcast Television Services, any service supported by governmentally imposed fees, Subscription Pay Television Services or Subscription Video-On-Demand Services, Free-Video-On-Demand, Video-On-Demand, Pay-Per-View, Home Entertainment, non-theatrical exhibition or any service authorized to be received outside the Territory or by means of delivery of audio-visual materials which is not capable of being viewed simultaneously with its delivery.

1.1.10. **"Business Day"** means any day other than a Saturday or Sunday and any day on which banks located in (a) Los Angeles, California or (b) Licensor's or Licensee's city set forth under Licensor's and Licensee's addresses in the Deal Terms are closed or authorized to be closed.

1.1.11. **"Content Protection Requirements"** means those content protection requirements attached as an exhibit to the Deal Terms.

1.1.12. **"Delivery System"** means a television distribution system transmitting synchronized video and audio electrical, electro-magnetic or radio communicating signals by means of a coaxial or fiber-optic cable television system, a master-antenna system, a SMATV system, an MMDS system, a DTH system or a system that delivers a television signal by means of an over-the-air digital terrestrial or analogue terrestrial (i.e., VHF or UHF) broadcast, digital subscriber line or IPTV, in each case intended for delivery to a television or television set-top box, but excludes Internet Delivery and Mobile Delivery.

1.1.13. **"Encrypted"** with respect to a signal means that both the audio and video portions of such signal have been changed, altered or encoded to securely and effectively prevent the intelligible reception of such signal without the use of validly authorized decoding equipment to restore both its audio and video signal integrity.

1.1.14. **"Event of Force Majeure"** in respect of a person or entity shall mean any act, cause, contingency or circumstance during the term of this contract beyond the reasonable control of such person or entity, including without limitation, any Governmental Restriction, war (whether or not declared), act of terrorism, civil commotion, disobedience or unrest, insurrection, disaster, strike, industrial or work stoppage or slowdown, lockout or other labor dispute, riot or revolution, epidemic, pandemic, global outbreak, quarantine, shelter-in-place order, acts of God, fire, flood, hurricane, drought, earthquake or other natural calamity or disaster, or any other act, cause, contingency or circumstance beyond the reasonable control of such person or entity, and which by the exercise of reasonable diligence such person or entity is unable to prevent or overcome.

1.1.15. **"Exhibition Day"** with respect to a Licensed Program means a period of 24 consecutive hours during which Licensee may exhibit such Licensed Program for the number of Authorized Exhibitions per Exhibition Day and not more than once during primetime (i.e., 8 p.m. to 11 p.m. or such other time period specified in the Deal Terms as "primetime") during such 24 hour period.

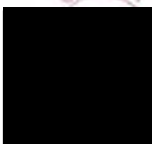
1.1.16. **"Expiration Date"** for a Licensed Program means the date identified as such in the Specified Terms.

1.1.17. **"Free Broadcast Television Service"** means a single linear program service transmitted directly to viewers via over the air digital terrestrial or analogue terrestrial television signal, for intelligible reception solely within the Territory (subject to unavoidable and de minimus overspill) without any device other than (a) a digital set-top box, integrated tuner or other device used to decode a digital terrestrial signal, in the case of digital terrestrial, or (b) a standard television antenna, in the case of analogue terrestrial, in each case intended and capable of being viewed simultaneously with the delivery thereof on a conventional television, without payment of any fees or charges (other than any compulsory fees charged by a government or governmental agency assessed on those who use televisions) and for which the broadcaster thereof receives no fees or payments other than revenues from commercial advertisements.

1.1.18. **"Free-Video-On-Demand"** means the point-to-point non-linear transmission of a program or programs in response to the request of a viewer located solely within the Territory (a) for which such viewer pays no fees or charges for the privilege of viewing such exhibition (whether in the nature of a transaction, rental or other fee), (b) the exhibition start time of which is at a time chosen by the viewer entirely in his or her discretion, and (c) which may or may not include or be supported by advertising. Without limiting the foregoing "Free-Video-On-Demand" excludes Free Broadcast Television Services (including any catch-up rights which may be granted in connection therewith), Basic Television Services, Subscription Pay Television Services, Subscription-Video-On-Demand Services, Pay-Per-View, Video-On-Demand, Home Entertainment, non-theatrical exhibition or free trials for services which would otherwise attract a fee or charge.

1.1.19. **"Governmental Restriction"** means any determination, action, regulation, restriction or order of or by a Governmental Authority which restricts or prohibits a Party or its Affiliates from timely performing its duties or obligations hereunder (including without limitation, the passage, implementation or imposition of export control restrictions or economic sanctions (and all implementing laws, regulations and rules thereof), nationalization, expropriation, confiscation, seizure, allocation, embargo, and prohibition of import or export of goods or products).

1.1.20. **"High Definition" or "HD"** means a resolution which is greater than Standard Definition but not more than 1920 x 1080 pixels (1080p).



1.1.21. "Home Entertainment" means the exploitation by rental, sale or per-exhibition charge of audio-visual materials that are embodied in a physical device, including DVD, Blu-ray Disc, flash drive, hard drive, video cassette or any similar device or any other system whereby pre-recorded audio-visual materials are located at the same place as the viewer (even if the ability to view such materials requires activation or authorization from a remote source) and so-called digital home entertainment, "DHE", or "EST" (i.e., the electronic transmission of a program to a viewer for viewing during a period exceeding a finite VOD/PPV viewing period in the applicable licensed territory and for which such viewer is charged a separate, discrete and supplemental fee). Without limiting the foregoing "Home Entertainment" excludes Video-On-Demand and theatrical and non-theatrical exhibition.

1.1.22. "Indemnified Party" means each of the Licensee Indemnified Parties and each of the Licensor Indemnified Parties, as applicable, as each such term is defined in clause 10 hereof.

1.1.23. "Indemnified Party Representative" means Licensee if the Indemnified Party is a Licensee Indemnified Party and Licensor if the Indemnified Party is a Licensor Indemnified Party.

1.1.24. "Insolvency Laws" means bankruptcy, insolvency and other similar or analogous Laws affecting the enforcement of creditors' rights generally. An "Insolvency Event" shall be deemed to have occurred with respect to a Person if (a) such Person files a petition under any Insolvency Law or such a petition is filed against such Person and shall not have been dismissed within 30 days thereafter, (b) such Person goes into receivership or liquidation other than for purposes of amalgamation or reconstruction, becomes insolvent or appoints a receiver, (c) such Person executes a general assignment for the benefit of creditors or makes any composition or arrangement with its creditors, (d) such Person takes advantage of any Insolvency Law, or (e) any event analogous to the foregoing occurs.

1.1.25. "Internet Delivery" means the Encrypted streamed delivery over the global public network of interconnected networks (including the internet and World Wide Web), each using technology which is currently known as Internet Protocol, free to the consumer (other than a common carrier/ISP access charge), whether transmitted over cable, DTH, FTTH, ADSL/DSL, broadband over powerlines ("BPL") or other means (the "Internet").

1.1.26. "IPTV" means the delivery of a television service using Internet Protocol, via a closed system available only to authorized viewers of such service.

1.1.27. "Law" means any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority.

1.1.28. "Licensed Program" means each audio-visual program licensed hereunder, as set out in the Specified Terms. Unless the context otherwise requires, references to Licensed Programs that are television series shall refer to the episodes or seasons of episodes of such series licensed hereunder.

1.1.29. "Licensed Service(s)" means the Free Broadcast Television Service(s) on which Licensee shall be permitted to exhibit each Licensed Program hereunder, as set out in the Specified Terms.

1.1.30. "License Fees" means the fees payable hereunder with respect to each Licensed Program, as set out in the Specified Terms.

1.1.31. "License Period" for each Licensed Program shall mean the period during which Licensee shall be permitted to exhibit such Licensed Program hereunder, as more particularly described in clause 3.1 of these Standard Terms.

1.1.32. "Mobile Delivery" means the Encrypted transmission or retransmission to an individually addressed and addressable IP-enabled mobile hardware device in whole or in part of audio and/or visual signals via cellular wireless networks integrated through the use of: (a) 2G (GSM, CDMA), 3G (UMTS, CDMA-2000), or 4G (LTE, WiMAX); or (b) any additional protocols, or successor or similar technology as may be agreed in writing from time to time.

1.1.33. "Party" means each of Licensee and Licensor.

1.1.34. "Pay-Per-View" or "PPV" means the offer to a viewer located solely within the Territory to receive a program or programs by means of point-to-multi-point linear delivery for which such viewer is charged a separate, discrete and supplemental fee (such as a per program or per day fee) for the privilege of viewing one or more complete exhibitions of such program(s) (as distinct from a blanket subscription fee or charge to receive multiple programs exhibited on a given channel or service, other than "2-for-1" and similar promotional offerings) over a limited, finite viewing period starting solely at a viewing time pre-established by the service provider, which is intended for or capable of being viewed simultaneously with the delivery of such program(s).

1.1.35. "Person" means any natural or legal person, including limited or unlimited liability company, corporation, general partnership, limited partnership, limited liability partnership, proprietorship, trust or other entity or business organization.

1.1.36. "Prime Rate" means the U.S. prime rate as published from time-to-time in the U.S. edition of the Wall Street Journal.

1.1.37. "Representative" of a Person shall mean such Person's Affiliates and its employees, officers, directors, representatives, agents, third-party advisors and contractors (and those of its Affiliates).

1.1.38. "Standard Definition" or "SD" means a resolution not to exceed 720 x 480 (NTSC), 720 x 576 (PAL), or 854 x 480.

1.1.39. "Subscription Pay Television Service" means a single fully Encrypted, non-interactive, linear program service that (a) offers a schedule of programming delivered on an Affiliated System or in an Affiliated Institution to its subscribers for intelligible reception solely within the Territory, (b) upon their payment of a separate, regular and periodic premium subscription fee (payable not more frequently than once per month and not on a per-program or per-exhibition basis) to receive such program service, which fee is a separately identifiable or allocable fee in addition to any subscription fees payable to receive one or more tiers of Basic Television Services, (c) that does not receive substantial revenue from the sale of advertising time or sponsorships or governmentally imposed fees, and (d) the signal for which is intended and capable of being viewed simultaneously with the delivery thereof. "Subscription Pay Television Service" includes a Subscription Pay Television Service for which an Affiliated System would ordinarily charge a separate fee in addition to the obligatory subscription fee, but which may in a given system be included in the obligatory subscription fee. Without limiting the foregoing "Subscription Pay Television Service" excludes Free Broadcast Television Services, any service substantially supported by the sale of advertising time, sponsorships or by governmentally imposed license fees, Basic Television Services, Subscription Video-On-Demand Services, Free-Video-On-Demand, Video-On-Demand, Pay-Per-View, Home Entertainment, non-theatrical exhibition and any service authorized to be received outside the Territory or by means of delivery of audio-visual materials which is not capable of being viewed simultaneously with its delivery.

1.1.40. "Subscription Video-On-Demand Service" or "SVOD" means a single, fully Encrypted non-linear program service that (a) offers programming delivered point-to-point to viewers for intelligible reception solely within the Territory for viewing at any time chosen by the viewer entirely in his or her discretion (as opposed to a viewing time pre-established by the service provider), (b) upon payment of a separately identifiable or allocable, regular and periodic premium subscription fee (payable not more frequently than once per month and not on a per-program or per-exhibition basis) to receive such program service and to view any or all programs available on such service, (c) that does not receive substantial revenues from the sale of advertising time, sponsorships or governmentally imposed fees, and (d) the signal for which is intended and capable of being viewed simultaneously with the delivery thereof. Subscription-Video-On-Demand Services include Subscription Video-On-Demand Services for which an Affiliated System would ordinarily charge a separate fee in addition to the obligatory subscription fee, but which may in a given system be included in the obligatory subscription fee. Without limiting the foregoing "Subscription Video-On-Demand Service" excludes Free Broadcast Television Services, any service supported exclusively by the sale of advertising time, sponsorships or governmentally imposed license fees, Basic Television Services, Subscription Pay Television Services, Free-Video-On-Demand, Pay-Per-View, Video-On-Demand, Home Entertainment, non-theatrical exhibition and any service authorized to be received outside the Territory.

1.1.41. "Term" means the period specified in clause 3.1.

1.1.42. "Territory" means the territory in which Licensee shall be permitted to exhibit such Licensed Program, as more particularly set out in the Specified Terms. If any trade restrictions are in or come into force during the Term which affect Licensor's ability to conduct business activities in or with respect to a portion of the Territory, any such portion subject to such trade restrictions shall be deemed automatically removed from the definition of "Territory."

1.1.43. "Video-On-Demand" or "VOD" means the offer to a viewer located solely within the Territory to receive a program by means of point-to-point non-linear delivery for which such viewer is charged a separate, discrete and supplemental fee (such as a per program or per day fee) for the privilege of viewing one or more complete exhibitions of such program (as distinct from a blanket subscription fee or charge to receive multiple programs exhibited on a given channel or service, other than "2-for-1" and similar promotional offerings), over a specified period not to exceed a limited, finite viewing period starting at a time selected by the viewer entirely in his or her discretion (as opposed to a viewing time pre-established by the service provider).

1.2. Rules of Construction.

1.2.1. Unless the context otherwise requires (a) the word "or" shall be disjunctive but not exclusive, (b) the words "include", "includes" and "including" shall, unless the context clearly requires otherwise, be deemed to be followed by the phrase "without limitation", (c) the terms "hereof," "herein," "hereby" and derivative or similar words shall refer to this Agreement as a whole and not to any particular provision of this Agreement, (d) words in the singular include the plural and words in the plural include the singular and all pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require, (e) any reference to a Law shall be a reference to that Law as of the signature date of this Agreement, as amended from time to time, and any successor to such Law, and (f) all payments shall be made in immediately available funds.

1.2.2. Any reference to an article or clause in this Exhibit 1 refers to such article or clause of this Exhibit 1, unless otherwise noted.

1.2.3. If the Standard Terms directly conflict with any terms set forth in the Specified Terms, the terms of the Specified Terms shall prevail.

2. LICENSE

2.1. **Grant/Acceptance.** Subject to Licensee's due and timely performance of its obligations hereunder, including full and timely payment of the License Fees, Licensor hereby grants to Licensee a limited, non-exclusive license (except as otherwise specified in the Specified Terms) to exhibit each Licensed Program on the Licensed Service(s) in the Approved Resolution solely in the Territory, in the Authorized Language during each such Licensed Program's License Period, and Licensee shall so license from Licensor such right. Such exhibition shall be solely on a linear basis on the Licensed Service(s) via a Delivery System or on an Affiliated System or in an Affiliated Institution. Licensee shall not be required to exhibit a Licensed Program, but if Licensee exhibits a Licensed Program, Licensee shall exhibit it in its entirety in a single exhibition and without substitution or alteration. Licensee acknowledges that in certain cases Licensor may grant a license to a third party to exploit a Licensed Program for reception outside the Territory but which may be available for intelligible reception in the Territory as a result of unintended overspill or as a result of applicable Law. Licensee further acknowledges and agrees that intelligible reception of a Licensed Program in the Territory as a result of such overspill or applicable Law shall not constitute a default or breach by Licensor of this Agreement.

2.2. **Reservation of Rights/Prohibitions.** This license does not grant any right to exhibit or deliver or authorize the exhibition or delivery of the Licensed Programs other than as set out above. Unless otherwise expressly set forth herein, the license granted hereunder shall only include the right to exhibit the Licensed Programs on the primary channel of the Licensed Service and not on any multiplexed channels of the Licensed Service. Except as otherwise set forth in this Agreement, Licensor expressly reserves any and all licenses, rights, and interest in each Licensed Program not expressly granted to Licensee hereunder (the "Reserved Rights") and the right to fully exploit the Reserved Rights at any time without restriction and without regard to which any exploitation of such rights may be in competition with the license granted hereunder. Except to the extent restricted by Law, Licensee shall not facilitate, permit or authorize, and shall procure that the Licensed Services shall not facilitate, permit, or authorize the remote, non-viewer initiated, or automated recording of Licensed Programs. Any failure by Licensee to comply with such prohibition shall be deemed a material breach of this Agreement. If the Licensed Service is distributed by an Affiliated System, Licensee shall cause such Affiliated System not to facilitate, permit or authorize additional functionality in respect of the exploitation of the Licensed Programs to that granted to Licensee hereunder.

2.3. **Titles of Licensed Programs.** Licensor reserves the right to change the title of any Licensed Program. Licensee shall advise Licensor in writing of the local language translation of any title (including any individual episode title) under which the Licensed Program is promoted or exhibited.

2.4. Security/Copy Protection/Anti-Piracy.

2.4.1. During the License Period for each Licensed Program, Licensee shall, and shall cause each Affiliated System to, (a) protect all transmission and end user reception of Licensor content using a content protection system that is widely used in the industry and widely accepted by major content providers, for example, a Conditional Access Security (CAS) system which has been approved for use by Licensor as communicated to Licensee from time to time, (b) employ monitoring systems or other means of promptly learning of any attacks or breaches of the content protection system used to protect Licensor content, and (c) promptly repair any breaches discovered in its content protection system and shall, where necessary, suspend delivery of Licensor content to any end user devices subject to a breach of the content protection system until such time as the breach is repaired.

2.4.2. Licensee shall employ, and shall cause each Affiliated System to employ, up-to-date, state-of-the-art security systems and procedures to prevent theft, piracy, unauthorized exhibitions and reception, copying or duplication of the Licensed Service(s), the Licensed Programs and any materials supplied by Licensor. Licensee shall comply with all instructions in this regard given by Licensor or its authorized representatives and nominees. Licensor (or its Representatives) shall have the right to inspect and review Licensee's systems, and Licensee shall cause each Affiliated System to permit Licensor to inspect and review Licensee's systems, during reasonable business hours.

2.4.3. Licensee shall at all times utilize, and shall cause each Affiliated System to utilize, content protection standards no less stringent or robust than the standards set out in the Content Protection Requirements.

2.4.4. The failure of Licensee to comply with this clause 2.4 shall be deemed a material breach of this Agreement and in addition to other remedies available Licensor reserves the right to suspend any and all licenses granted under this Agreement until such breach has been rectified to Licensor's satisfaction.

3. TERM/LICENSE PERIOD; NUMBER OF EXHIBITIONS.

3.1. **Term/License Period.** Unless otherwise set forth in this Agreement, the License Period of each Licensed Program starts on its Availability Date and ends on the earlier of (a) its Expiration Date and (b) the date on which Licensee has used all the Authorized Exhibitions or Exhibition Days, as applicable, for such Licensed Program. No portion of any Licensed Program shall be exhibited after the expiration of its License Period. The "Term" of this Agreement means the period commencing on the date hereof and continuing until the last day of the latest expiring License Period hereunder. The termination or expiration of the Term or any License Period, howsoever occasioned, shall not affect any of the provisions of this Agreement which are expressly or by implication to come into or to continue in force after such termination or expiration.

3.2. **Exhibitions/Exhibition Days.** The number of Authorized Exhibitions, Exhibition Days, and Authorized Exhibitions per Exhibition Day, as the case may be, of each Licensed Program is set forth in the Specified Terms. Any exhibition of any Licensed Program which begins during an Exhibition Day shall be deemed to be completed on that Exhibition Day. Licensee shall not exhibit any Licensed Program (a) for more than its number of Authorized Exhibitions or Authorized Exhibitions per Exhibition Day, or (b) on more than its number of Exhibition Days, as applicable.

4. **LICENSE FEES.** Licensee shall timely pay the License Fees in consideration of the license granted hereunder in accordance with the Specified Terms. Such fees shall be payable in full whether or not any one or more of the Licensed Programs is actually exhibited by Licensee.

5. PAYMENT, REPORTING AND AUDIT.

5.1. **Payments.** Licensee shall pay to Licensor the License Fees in immediately available funds on their due date, in the currency and to the account specified in the Deal Terms or, if different, to the account specified in Licensor's invoice for such License Fees. Each payment shall include a reference to Licensee's name, the "Contract No." of this Agreement specified in the Deal Terms and the invoice number of the applicable invoice.

5.2. **Late Payment.** Without prejudice to any other right or remedy available to Licensor hereunder, if Licensee fails to pay any portion of the License Fees within 30 days after the date when such payment is due, interest shall accrue on such overdue amount from the date on which such License Fees shall have first been due and payable at a rate compounded monthly and equal to the lesser of (x) the product of 1.1 multiplied by the Prime Rate and (y) the maximum rate permitted by Law. Any such amounts which become due to Licensor hereunder shall be immediately due and payable and shall be governed by the other terms and provisions of this Agreement relating to the payment of money. Furthermore, upon any such late payment, if this Agreement provides that the License Fees are payable in installments, such ability to pay in installments shall be deemed rescinded.

5.3. **Reports.** For each six-month period of the Term (or portion thereof in the case of any shorter period at the end of the Term) (a "Reporting Period"), Licensee shall deliver to Licensor a report in a form approved by Licensor within 90 days after the end of such Reporting Period. Each report shall show in reasonable detail at least the following information: (a) the dates and times of each exhibition of each Licensed Program during the Reporting Period and each Licensed Service on which it was exhibited; (b) for each Licensed Program with a License Period that expired during such Reporting Period, the total number of used and unused Authorized Exhibitions or Exhibition Days, as applicable, during its License Period; (c) Affiliated Systems which distributed the Licensed Service(s) during such Reporting Period, specifying any Affiliated Systems that began distributing or ceased distributing the Licensed Service(s) in such period, including the name, ownership (if known), location and transmission mode of such system; (d) if Licensee has translated the title of a Licensed Program, such translated title and its original title; and (e) such other information as Licensor may reasonably request. At Licensor's election, Licensor may appoint a third-party designee to receive or access the data required to be provided under this Article 5 for purposes of reorganizing, aggregating or presenting such data as requested by Licensor, provided that any such designee agrees to keep such information confidential. All reports and other information provided by Licensee to Licensor under this Article 5 shall be in writing and delivered via e-mail to Licensor or its designee to the address specified by Licensor or via such other method of delivery as Licensor may hereafter specify in writing.

5.4. **Audit.** Licensee shall keep and maintain at all times true and complete records and books of account together with all other information relevant to the provisions of this Agreement. Licensor or its designee shall have the right at any time during or after the Term to audit, check and copy at Licensee's principal place of business Licensee's books and records pertaining to Licensee's compliance with the terms hereof. Licensor shall provide reasonable notice of any such audit and shall conduct any such audit during business hours only. If it is determined upon such audit that Licensee has exceeded its Authorized Exhibitions, Exhibition Days or Authorized Exhibitions per Exhibition Day with respect to one or more Licensed Programs, Licensee shall pay prorated License Fees for any overage as well as all costs and expenses incurred by Licensor for the review and audit in respect of such period, including attorneys' fees and other costs incurred by Licensor in enforcing the collection thereof. The exercise by Licensor of any right to check, copy or audit or the acceptance by Licensor of any statement or payment shall be without prejudice to any of Licensor's rights or remedies and shall not bar Licensor from thereafter

disputing the accuracy of any such payment or statement and Licensee shall remain fully liable for any balance due under the terms of this Agreement.

6. **PHYSICAL MATERIALS; LOCALIZATION, CUTTING AND EDITING.**

6.1. **Broadcast Masters.** Licensor shall make available (or procure its designee makes available) to Licensee, at Licensee's cost, an encoded digital file in Licensor's standard technical specifications or such specification agreed by the Parties and identified in the Specified Terms (the "Broadcast Masters"), to the extent available by any of the following means:

(i) **Laboratory Access:** Licensor or its designee may supply Broadcast Masters for Licensed Program(s) by means of laboratory access to a digital file or video master (as available), by providing Licensee with formal written authorization, specifying all necessary details, in order for Licensee to obtain a Broadcast Master in such digital format specification as approved by Licensor, at Licensee's cost; or

(ii) **Third Party Access:** Licensor or its designee may supply Broadcast Masters for Licensed Program(s) by means of access to a digital file or video master (as available), from a third party, by providing Licensee with formal written authorization, specifying all necessary details, in order for Licensee to obtain a Broadcast Master in such format as available from such third party, at Licensee's cost; or

(iii) **Delivery by Licensor:** Licensor or its designee may supply Broadcast Masters for Licensed Program(s) in Licensor's standard technical specifications or such specification agreed by the Parties and identified in the Specified Terms via secure delivery by means of: (i) electronic delivery of digital file (including SmartJog, FTP, SFTP, Aspera, Signiant, DigiDelivery or Transporter) or (ii) courier of physical format (including tape, HDD or DVD-R). Any applicable shipping and ancillary costs (including, without limitation, risk of loss, insurance and taxes) for supply of each Broadcast Master shall be met by Licensee.

Licensee shall inspect such Broadcast Masters promptly for technical quality and shall notify Licensor within 15 days of delivery (the "Inspection Period") if, in Licensee's reasonable judgment, such materials fail to meet reasonable customary standards of technical quality for Free Broadcast Television Services in the Territory, together with a reasonably detailed description (including timecode location) of the reasons for such failure. If Licensee does not object to the technical quality of a Broadcast Master for a Licensed Program within the Inspection Period or if Licensee exhibits such Licensed Program, then Licensee shall be deemed to have accepted such Broadcast Master. Licensee shall bear all duplication costs to create a Broadcast Master and associated materials and all costs of delivery of the Broadcast Masters to Licensee and return to Licensor (including risk of loss, insurance, taxes, shipping and forwarding charges). Licensee agrees that it will obtain all Broadcast Masters and related materials for each Licensed Program from Licensor only. If any Broadcast Master is lost, stolen, destroyed or damaged after delivery by Licensor to a shipping agent and before receipt by Licensee or its designee, Licensee shall give to Licensor an affidavit of one of its officers certifying such loss, theft, destruction, or damage and all details known to Licensee relating to such occurrence. Licensor shall then deliver a replacement Broadcast Master to Licensee at Licensee's sole expense.

6.2. **Localization.** If Licensee has the right in the Specified Terms to exhibit a Licensed Program in a dubbed, subtitled or voice-lectored version in the Authorized Language (a "Local Language Version") and Licensor has such a version available out of stock on-hand, then Licensor shall provide such materials to Licensee at Licensee's cost. If Licensor is unable to provide a Local Language Version of a Licensed Program to Licensee out of available stock on-hand, then (a) Licensor shall have the first right to create such Local Language Version and provide copies of such materials, in each case at Licensee's cost, or (b) if Licensor notifies Licensee that it elects not to create such a version, Licensee may at its expense prepare Local Language Versions of such Licensed Program in strict accordance with all third-party contractual restrictions and Licensor's technical specifications. Any Local Language Version created or commissioned by Licensee shall be of first-class quality. Immediately upon Licensee's completion of a Local Language Version, Licensee shall provide to Licensor a copy of such Local Language Version and Licensee shall allow Licensor unrestricted access, at no charge to Licensor, to the masters of such Local Language Version during such Licensed Program's License Period. Immediately upon the expiration or termination of the License Period or, if earlier, the termination of this Agreement, Licensee shall deliver to Licensor the master and all copies of all Local Language Versions of such Licensed Program and all associated materials. Licensee shall clear, or cause to be cleared, at its expense all necessary rights in all Local Language Versions it creates or commissions such that any subsequent use of such materials by Licensor or its designee shall be free and clear of any residual, reuse or similar fees and permit Licensor's unencumbered ownership and exploitation of such versions in any and all media throughout the universe in perpetuity. To the extent permitted by Law, all rights, including copyrights, trademarks, rights of use and other rights of exploitation and all neighboring and connecting rights, in Local Language Versions shall vest in Licensor upon creation thereof, subject only to the rights granted herein to Licensee during the Term. Licensee shall indemnify and hold harmless Licensor and its Affiliates from and against any and all claims, damages, losses and liabilities arising from or relating to Local Language Versions created or commissioned by Licensee, including all residual, reuse or similar fees, which indemnification shall be in accordance with clause 10.2.2 and clause 10.3 hereof.

6.3. **Alteration; Cutting and Editing.** Licensee shall only exhibit a Licensed Program in its entirety and in the form delivered by Licensor. Licensee shall not be permitted to alter the color, time compression, expansion or aspect ratio, up-convert or down-convert any Licensed Program or divide any Licensed Program (or an installment thereof, in the case of series or mini-series) into multiple segments. Licensee may (a) make such minor cuts or eliminations at its own expense as are necessary to conform to reasonable and customary time segment requirements of the Licensed Service(s), the orders of any duly authorized public censorship authority, or the requirements of Law, provided that Licensor shall be given the first opportunity to make such necessary cuts or eliminations, and (b) insert a reasonable and customary amount of commercial advertising material at reasonable and appropriate time intervals during the exhibition of the Licensed Program. In no event shall Licensee make any cuts, edits or insertions that would adversely affect the artistic, narrative or pictorial quality of any Licensed Program or materially interfere with its continuity or violate any of Licensor's third-party contractual restrictions of which Licensor has provided reasonably timely notice. Under no circumstances shall Licensee delete any copyright or trademark notice or credits incorporated in the Licensed Programs or delete or substitute any music contained in any Licensed Program. Unless degaussed or destroyed in accordance with the next sentence, all materials for each Licensed Program, including Broadcast Masters, Local Language Versions, advertising materials, and promotional materials, whether created or commissioned by Licensor or Licensee (collectively, the "Program Materials"), shall be the sole property of Licensor and shall be returned to Licensor or its designee promptly after the end of the License Period for such Licensed Program (but in no event later than 30 days thereafter) in the same condition originally provided by Licensor (reasonable wear and tear excepted) with all cuts and edits restored and commercial material deleted. In the alternative, at Licensor's election, Licensee shall erase or degauss all such materials and supply Licensor with a certificate of erasure, degaussing, or destruction.

6.4. **Ownership/No Encumbrance or Transfer.** Licensee is not granted and is not acquiring any ownership rights or interest in any Program Materials or edited version thereof. Licensee's use of the Program Materials is expressly limited to the licenses granted hereunder. Licensee shall not copy, duplicate, sublicense or part with any Licensed Program or Program Materials except as expressly permitted hereunder, shall not permit any lien, charge, pledge, mortgage or other encumbrance to attach to any Licensed Program, the Program Materials or the rights granted hereunder and shall use best efforts to prevent any loss or theft and unauthorized use, copying or duplication by others thereof. Licensee shall abide by all third-party contractual obligations in connection with the Licensed Programs and/or the Program Materials of which Licensor has provided reasonably timely notice. Licensee shall execute, acknowledge and deliver to Licensor any instruments of transfer, conveyance or assignment in or to any Local Language Versions, Program Materials or cut or edited versions necessary or desirable to evidence or effectuate Licensor's ownership thereof and if Licensee fails or refuses to execute, acknowledge or deliver any such instrument or documents then Licensor shall be deemed to be, and Licensee hereby irrevocably nominates, constitutes and appoints Licensor its true and lawful attorney-in-fact to execute and deliver all such instruments in Licensee's name or otherwise, it being acknowledged that such power is coupled with an interest.

7. **ADVERTISING AND PROMOTION**

7.1. **Right to Advertise and Promote the Exhibition of Licensed Programs.** Subject to the provisions of this Article 7, Licensee shall have the right to advertise, publicize, and promote the exhibition of any Licensed Program on the Licensed Service(s) by any means or media (but specifically excluding the right to create and/or disseminate items of merchandise, whether given away or sold, that include any reference to a Licensed Program, Licensor or any Person involved in the creation, production or financing of a Licensed Program). Licensee shall not permit or cause advertisements, publicity, promotions or sponsorships of any Licensed Programs that do not strictly comply with all Law. Subject to the provisions of this Article 7, Licensee shall have the right to include in any promotional or advertising materials used to advertise and publicize the exhibitions of the Licensed Programs on the Licensed Service(s) (as distinguished from advertising and publicizing the Licensed Service(s) itself or any other product or service) (a) the name or likeness of any person appearing in the Licensed Programs, (b) the name or likeness of Licensor or the name or likeness of any other Person connected with the creation, production, or financing of such Licensed Programs or receiving credit in the titles thereof, or (c) any trademark used in connection with such Licensed Programs (collectively, "Identification and Credits"), but only in accordance with Licensor's written instructions as to such Identification and Credits, to be furnished from time to time. Licensee represents, warrants and undertakes that (i) it shall fully comply with all instructions furnished in writing to Licensee with respect to such Identification and Credits (including size, prominence and position), (ii) the same shall not be used so as to constitute an express or implied endorsement of

any party, product or service, including the Licensed Service(s), other than as an indirect result of the exhibition of such Licensed Program on the Licensed Service(s), nor shall the same be used as part of a commercial tie-in (as distinguished from the standard practice of selling commercial advertising time), and (iii) any material used for Internet advertising or promotion of a Licensed Program shall only be presented for viewing by users of Licensee's website and shall not be made available for downloading. Any advertising or promotional material created by Licensee, any promotional contests to be conducted by Licensee and any sponsorship of any Licensed Program (as distinguished from the standard practice of selling commercial advertising time) shall require the prior written consent of Licensor. Licensee acknowledges that its right to use the names, images or likenesses of Persons performing services in connection with any Licensed Program under this Article 7 is subject to various limitations and restrictions contained in agreements that Licensor or an Affiliate has with third parties. Licensee shall have the right to exhibit or authorize others to exhibit excerpts of the Licensed Programs for purposes of promoting the exhibition of such Licensed Programs on the Licensed Service(s) so long as (a) the aggregate duration of excerpts does not exceed ten minutes in duration in respect of feature films and five minutes in respect of television episodes, (b) in the case of television series, such excerpts include only "series regulars" of such series unless used to promote the exhibition of the specific episode in which the featured non-series regular (and the excerpted scene) appears, (c) Licensee obtains all clearances for music used in such excerpts, and (d) such excerpts are used in compliance with the various third-party limitations and restrictions to which Licensor is subject and of which Licensor has provided reasonably timely notice.

7.2. **Timing of Advertising and Promotion.** Unless otherwise specified in this Agreement, Licensee shall not advertise, promote, publicize or otherwise announce any Licensed Program or the exhibition thereof by any means or media prior to 30 days before its Availability Date or at any time after its License Period.

8. **WITHDRAWAL/SUSPENSION OF PROGRAMS/EXCLUSION.**

8.1. **Withdrawal.** Licensor shall have the right to withdraw any Licensed Program at any time (a) due to an Event of Force Majeure, loss of rights, unavailability of necessary duplicating materials, any pending or threatened claim, litigation, judicial proceeding or regulatory proceeding or in order to minimize the risk of liability in connection with a rights problem with such Licensed Program, or (b) if Licensor reasonably believes that Licensee's continued distribution of such program may adversely affect Licensor's material relationships with any applicable copyright owner, artist, actor, producer, director, writer, composer, publisher, financier, distributor or similar third party. If Licensor notifies Licensee of such withdrawal, Licensee shall immediately cease exhibiting such program (the "Withdrawn Program") on the Licensed Service(s) following receipt of such notice. If a Licensed Program is withdrawn pursuant to this Article 8 before the last day of its License Period, Licensor and Licensee shall promptly commence a good faith attempt to agree upon a substitute program for exhibition pursuant to the terms of this Agreement. If the Parties agree upon a substitute program, Licensee shall have the right to exhibit such substitute program for the remainder of the License Period and for the number of unused Authorized Exhibitions or Exhibition Days, as applicable, of the Withdrawn Program and shall otherwise have such rights and obligations with respect to such substitute program as if such substitute program were the Withdrawn Program. If the Parties do not reach agreement upon a substitute program within two months of the date a program is withdrawn, the Parties shall negotiate in good faith a reduction in the License Fee for such Withdrawn Program (which negotiation shall take into account the fact that earlier exhibitions of a program under a license have a greater value than later exhibitions).

8.2. **Suspension.** For any Licensed Program, and with no less than 90 days' notice, Licensor may suspend Licensee's right to exhibit and/or promote such Licensed Program for a period of up to 30 consecutive days, during its License Period, around the time of the theatrical release of any sequel, prequel or spin-off to such Licensed Program in the Territory ("Theatrical Black Period"). In the event a Licensed Program features a Marvel Universe fictional character the Theatrical Black Period shall apply in respect of the theatrical release of any movie featuring a Marvel Universe fictional character in the Territory.

8.3. **Exclusion.** Notwithstanding anything contained in this Agreement to the contrary, Licensee hereby acknowledges that Licensor may be unable to license a program to Licensee on the terms set forth in this Agreement due to certain arrangements with Persons involved in the creation, production or financing of such program that require Licensor to obtain the approval of such Persons as a condition to the licensing of such program ("Third-Party Exclusion Rights"). In any such case, Licensor shall use good faith efforts to obtain the approvals necessary to allow Licensor to license such program to Licensee under the terms of this Agreement. If Licensor is unable to obtain such necessary approvals, then subject to the Third-Party Exclusion Rights, Licensor shall give Licensee written notice thereof and Licensee shall have a 30-day right of first negotiation with Licensor for the licensing of the rights for such program for exhibition on the Licensed Service as a Free Broadcast Television Service under new terms and conditions. If the Parties do not reach mutual agreement during such 30-day period upon terms and conditions for the licensing of such program, then such program shall be excluded from this Agreement and Licensor may commence negotiations for the licensing of rights in the Territory with third parties for any other exhibition and shall have no further obligations to Licensee with respect to such program.

8.4. **No Breach.** Any withdrawal, suspension or exclusion of a Licensed Program as described in this Article 8 shall not be deemed to be, or in any way constitute, a breach of this Agreement, and Licensee shall not be entitled to, and hereby waives, any rights or remedies as a result of any such withdrawal, suspension or exclusion, except as otherwise expressly set forth in this Article 8. Without limiting the generality of the foregoing, Licensee shall not have any rights and hereby waives any right it may otherwise have been held to have, to recover for lost profits, or interruption of its business based upon any such withdrawal or exclusion.

9. **TAXES.**

9.1. **Payment.** Licensee hereby covenants and agrees to pay any and all taxes, levies and administrative or other charges howsoever denominated, imposed or levied against Licensor by any Law now in effect or hereafter enacted on or otherwise in respect of the Licensed Programs, any materials relating thereto, any right or privilege to use the same, any receipts, fees, charges, monies or other sums received or payable in connection with the exhibition and/or exploitation thereof or incurred in connection with the legal processing of this Agreement for or in the Territory or otherwise, including withholding taxes (but excluding any other applicable net income or franchise taxes), charges, censorship charges, customs duties, assessments, tariffs, imposts, levies, import and export charges and any other fees, plus interests and penalties thereon. Further, Licensee hereby covenants and agrees to pay all applicable taxes in respect of its business in compliance with all Laws. All prices and payments stated herein shall be exclusive of and made free and clear of and without deduction or withholding for or on account of any tax, duty or other charges, of whatever nature imposed by any taxing or Governmental Authority unless such deduction or withholding is required by Law, in which case Licensee shall: (a) withhold the legally required amount from payment; (b) remit such amount to the applicable taxing authority; and (c) within 30 days of payment, deliver to Licensor original documentation or a certified copy evidencing such payment ("Withholding Tax Receipt"). In the event Licensee does not provide a Withholding Tax Receipt in accordance with the preceding sentence, Licensee shall be liable to and shall reimburse Licensor for the withholding taxes deducted from payments hereunder. If value added tax, goods and services tax, sales tax, consumption tax, use, excise or similar taxes, duties or charges are required to be added to any fees, prices and other charges payable under this Agreement, Licensee shall be responsible for and shall pay any and all such additional amounts, it being acknowledged and agreed that all fees, prices and other charges payable hereunder shall be exclusive of such amounts.

9.2. **Reimbursement.** Licensee shall reimburse Licensor on demand for Licensor's payment of any taxes, levies or charges (including penalties and interest thereon but excluding taxes on the License Fees which constitute income or franchise (but not withholding) taxes imposed on or levied against Licensor hereunder). If Licensee fails to reimburse Licensor, Licensor shall have available to it all remedies provided for herein with respect to unpaid License Fees, as well as such other remedies as may be provided by Law, for the collection thereof.

10. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES.** Each Party represents, warrants and covenants to the other that (a) it is an entity duly organized under the laws of the jurisdiction of its organization and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, (b) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary action, and (c) this Agreement has been duly executed and delivered by it, and constitutes a valid and binding obligation of it, enforceable against it in accordance with the terms and conditions set forth in this Agreement, except as such enforcement is limited by applicable Insolvency Law.

10.1. **Licensor.**

10.1.1. **Representations, Warranties and Covenants.** Licensor further represents, warrants and covenants to Licensee that (a) it has the right to license each Licensed Program on the terms set forth in this Agreement, and (b) the performing rights and/or mechanical reproduction rights in the music, if any, in the Licensed Programs are: (i) controlled by Broadcast Music Inc., ASCAP, SESAC, PRS, PPL or a collective management organization having jurisdiction in the Territory (a "Performing Rights Organization"); (ii) in the public domain; or (iii) controlled by Licensor to the extent required for the purposes of this license. Licensor shall furnish Licensee with all necessary information concerning the title, composer, and publisher of all such music. Licensor does not represent or warrant that Licensee may exercise the performing rights in any music described in the above subclause (b) (i) without the payment of a performing rights royalty or license fee for such music.

10.1.2. **Indemnification.** Subject to clause 18, Licensor shall indemnify and hold harmless Licensee, its Affiliates, and their respective officers, directors, successors and assigns (collectively, the "Licensee Indemnified Parties") from and against any losses and damages, together with reasonable

costs and expenses arising from or related to (a) the breach by Licensor of any of its covenants, agreements, undertakings, representations or warranties under this Agreement and (b) any claim that Licensee's exploitation of the rights and privileges granted hereunder in strict accordance with the terms of this Agreement violate the rights of a third party, including copyright, trade name, trademark, music synchronization, literary or dramatic right or right of privacy, subject to clause 6.2, the final sentence of clause 10.1.1, and clause 10.2.1(b).

10.2. Licensee.

10.2.1. Representations, Warranties and Covenants.

(a) Licensee further represents, warrants and covenants to Licensor that (i) it owns and shall own and operate the Licensed Service(s) and exploit the rights granted hereunder in compliance with all Laws applicable to it and shall not take any action or fail to take any action that would cause Licensor to be in violation of Laws applicable to Licensor, (ii) it has obtained and shall maintain all licenses and other approvals necessary to own and operate the Licensed Service(s) in the Territory, if any, and otherwise exploit the rights granted hereunder, and (iii) the Licensed Service(s), including the content contained thereon (other than the Licensed Programs in the form delivered by Licensor), does not infringe or violate any intellectual property or other right of a third party.

(b) Licensee shall not permit any of the Licensed Programs to be exhibited unless Licensee has first obtained a valid performance and/or mechanical reproduction license from the appropriate Performing Rights Organization permitting Licensee to reproduce any music which forms a part of any of the Licensed Programs. If Licensee is required to pay any fee with respect thereto, Licensee shall be responsible for the payment thereof.

10.2.2. **Indemnification.** Subject to clause 18, Licensee shall indemnify and hold harmless Licensor, its Affiliates and their respective officers, directors, successors and assigns (collectively, the "Licensor Indemnified Parties") from any and all claims, losses and damages, together with reasonable costs and expenses, arising from or related to (a) the breach by Licensee of any of its covenants, agreements, undertakings, representations or warranties under this Agreement, (b) the exhibition of any material (other than material contained in the Licensed Programs exhibited in the form delivered by Licensor) in connection with, or relating directly or indirectly to said Licensed Programs, and (c) the exhibition of the Licensed Programs and the exercise of any rights or privileges granted herein in any way which violates any Laws in the Territory.

10.3. **Indemnification Process.** If any claim indemnifiable under clause 10.1 or 10.2 (an "Indemnifiable Claim") is made against a Licensee Indemnified Party or a Licensor Indemnified Party, then Licensee or Licensor, respectively, shall promptly notify the other Party (an "Indemnifying Party") of such claim. The failure to provide prompt notice to the Indemnifying Party shall relieve the Indemnifying Party of its indemnification obligations hereunder only to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party may at its option assume the handling, settlement or defense of any such Indemnifiable Claim; provided, however, that as a condition precedent to the Indemnifying Party's right to assume control of such defense, it must first: (a) irrevocably agree in writing within 10 Business Days after the Indemnified Party Representative has given notice of the Indemnifiable Claim that the Indemnifying Party will indemnify each Indemnified Party from and against the entirety of any losses each Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by such Indemnifiable Claim in accordance with the terms of this Agreement; and (b) furnish the Indemnified Party Representative with evidence reasonably satisfactory to the Indemnified Party Representative that the Indemnifying Party has sufficient resources to defend such Indemnifiable Claim and to satisfy its obligations to each Indemnified Party in respect of such claim. Notwithstanding the foregoing, the Indemnifying Party shall not have the right to assume control of such defense if (i) the Indemnifiable Claim seeks any non-monetary relief, involves criminal or quasi-criminal allegations, or involves a claim which, if adversely determined, would be reasonably expected, in the good faith judgment of the Indemnified Party Representative, to establish a precedent, custom or practice materially adverse to the continuing business interests or prospects of the Indemnified Parties, or (ii) the Indemnifying Party and the Indemnified Parties are each named parties to the proceedings and the Indemnified Party Representative reasonably concludes that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (each of the foregoing, an "Exception Claim") or (iii) in the good faith judgment of the Indemnified Party Representative, the Indemnifying Party has failed or is failing to vigorously prosecute or defend the Indemnifiable Claim. If the Indemnifying Party assumes the handling, settlement or defense of any Indemnifiable Claim, each Indemnified Party shall cooperate in the defense of such Indemnifiable Claim and the Indemnifying Party's obligation with respect to such Indemnifiable Claim shall be limited to holding the Indemnified Parties harmless from any final judgment rendered on account of such Indemnifiable Claim or settlement made or approved by the Indemnifying Party in connection therewith, expenses and reasonable counsel fees of the Indemnified Parties incurred in connection with the defense of such claim or litigation prior to the assumption thereof by the Indemnifying Party and any reasonable out-of-pocket expenses for performing such acts as the Indemnifying Party shall request. If the Indemnifying Party does not assume the handling, settlement or defense of any such Indemnifiable Claim, including any Exception Claim, the Indemnifying Party shall reimburse each Indemnified Party for reasonable costs and expenses and reasonable counsel fees of each Indemnified Party incurred in connection with the defense of any such Indemnifiable Claim, in addition to holding each Indemnified Party harmless from the amount of any damages awarded in any final judgment entered on account of such Indemnifiable Claim. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party Representative, such consent not to be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise such claim unless (i) the Indemnifying Party shall have agreed to indemnify and hold the Indemnified Party harmless from and against any and all losses caused by or arising out of any such settlement or compromise, (ii) such settlement or compromise shall include as an unconditional term thereof the giving by the claimant of a release of the Indemnified Party from all liability with respect to such claim that is reasonably satisfactory to the Indemnified Party Representative, and (iii) such settlement or compromise would not result in (A) the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any of its Affiliates, (B) a finding or admission of a violation of Law or violation of the rights of any person or entity by the Indemnified Party or any of its Affiliates or (C) a finding or admission that would have an adverse effect on other claims made or threatened against the Indemnified Party or any of its Affiliates.

10.4. **Anti-Corruption/Proceeds.** It is the policy of Licensor to require that its licensees comply with the Anti-Corruption Laws. Licensee represents, warrants and covenants that:

10.4.1. Licensee is aware of Anti-Corruption Laws and will advise all persons and parties supervised by it of the requirements of Anti-Corruption Laws;

10.4.2. Licensee has not and will not, and to its knowledge, no one acting on its behalf has taken or will take any action, directly or indirectly, in violation of Anti-Corruption Laws;

10.4.3. Licensee has not and will not cause any party to be in violation of Anti-Corruption Laws;

10.4.4. Should Licensee learn of, or have reason to know of, any request for payment that is inconsistent with Anti-Corruption Laws, Licensee shall immediately notify Licensor; and

10.4.5. Licensee is not a "foreign official" as defined under the U.S. Foreign Corrupt Practices Act, does not represent a foreign official, and will not share any fees or other benefits of this Agreement with a foreign official.

10.5. Licensee shall indemnify, defend and hold harmless Licensor and its authorized representatives ("Representatives") for any and all liability arising from any violation of Anti-Corruption Laws caused or facilitated by Licensee. In the event Licensor deems that it has reasonable grounds to suspect Licensee has violated Anti-Corruption Laws, Licensor and/or its Representatives shall have the right to review and audit at any time, at Licensor's expense, any and all books and financial records of Licensee, and Licensor shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Licensor's satisfaction that Licensee has not violated Anti-Corruption Laws. In the event Licensor determines, in its sole discretion (whether through an audit or otherwise), that Licensee has violated Anti-Corruption Laws, either in connection with this Agreement or otherwise, Licensor may terminate this Agreement immediately upon written notice to Licensee. Such suspension or termination of this Agreement shall not subject Licensor to any liability, whether in contract or tort or otherwise, to Licensee or any third-party, and Licensor's rights to indemnification or audit with respect to Anti-Corruption Laws shall survive such suspension or termination of this Agreement.

10.6. **Licensee Economic Sanctions.** Neither Licensee, nor, to the knowledge of Licensee, any owner, director, officer, employee, agent or representative of Licensee is a person with whom dealings are restricted or prohibited under any sanction, trade or economic restriction, prohibition, embargo, ban, inclusion in any government negative list, applicable law or regulation, or resolution of the United Nations, the European Union or any member state thereof, the United States of America (including, but not limited to, the Office of Foreign Assets Control's Specially Designated Nationals And Blocked Persons ("SDN") List), the United Kingdom, Japan, or any other relevant jurisdiction (collectively, "Trade Laws"). Licensee is aware of Trade Laws and will advise all persons and parties supervised by it of the requirements of Trade Laws. Licensee has not and will not, and to its knowledge, no one acting on its behalf has taken or will take any action, directly or indirectly, in violation of Trade Laws. During the past five years, Licensee has not committed any violation, nor to the knowledge of Licensee, has it been investigated by any Governmental Authority with respect to any potential or actual violation of Trade Laws. Licensee has internal controls and procedures designed to provide reasonable assurance that violations of Trade Laws will be prevented and, if detected, addressed. Should Licensee learn of, or have reason to know of, any activity inconsistent with Trade Laws, Licensee shall immediately notify Licensor. Licensee is solely

responsible for its compliance with applicable Trade Laws and will not engage in any activities that would cause Licensor to directly or indirectly violate Trade Laws. Licensor shall have the right to immediately terminate this Agreement if this Agreement or the performance hereof by Licensor becomes illegal or invalid under any Trade Law, or any Trade Law would impose any penalty, fine or liability on Licensor or any affiliate of Licensor for performing any obligation under this Agreement. Licensee shall indemnify, defend and hold harmless Licensor and its authorized representatives for any and all liability arising from any violation of Trade Laws caused or facilitated by Licensee. The Territory expressly excludes Crimea, Cuba, Iran, North Korea, Sudan and Syria.

11. **FORCE MAJEURE.** If despite its reasonable efforts a Party (a "Force Majeure Impacted Party") is prevented from or delayed in performing or continuing to perform its duties or obligations hereunder (including, for the avoidance of doubt, continuing to permit the other Party to exploit a license or other rights of use granted to the other Party) as a result of, arising out of or in connection with an Event of Force Majeure, then the duties, obligations and licenses and other rights of use of the Parties shall be immediately suspended for the period ending on the earlier of (i) the date such Event of Force Majeure ceases and (ii) the date such Event of Force Majeure ceases to prevent or delay the performance by the Force Majeure Impacted Party of its duties or obligations hereunder (the "Suspension Period"). For the avoidance of doubt, under no circumstance shall an Event of Force Majeure excuse a failure by a Party to make, nor shall it suspend any duty or obligation of a Party to make, any payments hereunder for any reason whatsoever, including as a result of such Party's lack of available funds, Insolvency Event of such Party, the financial condition or distress of such Party or fluctuating economic or financial conditions in local, national or global markets and whether or not such inability to make payment is a result of an Event of Force Majeure. Neither Party shall be liable or otherwise responsible for any loss or damage, delay, default or failure of performance resulting from or arising out of or in connection with any Event of Force Majeure and any such delay in, default in, or failure of performance shall not constitute a breach of this Agreement by either Party. The Force Majeure Impacted Party shall notify the other Party as soon as practicable of the nature of such Event of Force Majeure in reasonable detail and its best reasonable estimate of the date that the Suspension Period is expected to end. At such time that the Suspension Period ends, the Force Majeure Impacted Party shall notify the other in writing and, after a reasonable start-up period thereafter, each Party shall resume its performance of this Agreement and any suspension of the licenses or rights of use shall be lifted. Notwithstanding anything contained herein to the contrary, in the event that the Suspension Period continues for more than [twelve] months from the time the Force Majeure Impacted Party has notified the other Party, this Agreement may be terminated by either Party forthwith by sending a written notice to the other Party.

12. **DEFAULT AND TERMINATION.**

12.1. **Licensee Default.** A "Licensee Event of Default" shall be deemed to have occurred under this Agreement if (i) Licensee fails to timely and fully pay to Licensor any portion of a License Fee for any Licensed Program in accordance with clause 4 or fails or refuses to timely perform any of its material obligations hereunder or breaches any other material provision hereof, or (ii) the occurrence of an Insolvency Event with respect to Licensee, or (iii) this Agreement or the performance hereof by Licensor becomes illegal or invalid under any Law or any law or regulation applicable to Licensor or any Affiliate of Licensor (including any Sanction), or any of the same would impose any penalty, fine or liability on Licensor or any Affiliate of Licensor for performing any obligations under this Agreement (each such occurrence described in this part (c) being an "Invalidity Event").

12.1.1. Subject to clause 12.3, (a) if a curable Licensee Event of Default under subclause (i) of clause 12.1 occurs and Licensee fails to cure such default within 30 days after Licensor delivers a written notice of such default, (b) if a non-curable Licensee Event of Default under clause 12.1(i) occurs, (c) if an Insolvency Event occurs with respect to Licensee or (d) upon willful or repeated breaches or defaults by Licensee of its obligations hereunder (including the willful and repeated failure to make timely payment of all sums due and payable to Licensor hereunder), or (v) if any Invalidation Event occurs Licensor shall have the right, in addition to any and all other rights which it may have against Licensee under this Agreement, law or equity, to immediately terminate this Agreement or any or all licenses granted hereunder immediately by giving written notice to Licensee.

12.1.2. In addition, without prejudice to any of its other rights and remedies under Law or under this Agreement, if a Licensee Event of Default occurs, (a) Licensor shall be entitled to recover from Licensee all amounts payable by Licensee to Licensor hereunder, together with interest compounded monthly at a rate equal to the lesser of (i) the product of 1.1 multiplied by the Prime Rate and (ii) the maximum rate permitted by Law, plus reasonable attorney fees, and all costs and expenses, including collection agency fees, incurred by Licensor to enforce the provisions thereof, and (b) Licensor shall have the right to immediately suspend or discontinue Licensor's performance of any and all of its obligations hereunder, including the delivery of Program Materials to Licensee, suspend Licensee's right to exploit any Licensed Programs and require Licensee to immediately return all Program Materials. No such suspension or discontinuance shall extend the License Period(s) or the Term or suspend or terminate Licensee's obligation to pay amounts due hereunder, including amounts owed for Licensed Programs not yet delivered.

12.2. **Licensor Default.** A "Licensor Event of Default" shall be deemed to occur if (a) Licensor fails or refuses to timely perform any of its material obligations hereunder or breaches any material provision hereof, or (b) an Insolvency Event occurs with respect to Licensor. Subject to clause 12.3, (i) if a curable Licensor Event of Default under subclause (a) of this clause 12.2 occurs and Licensor fails to cure such default within 30 days after Licensee delivers a written notice of such default, (ii) if a non-curable Licensor Event of Default under subclause (a) of this clause 12.2 occurs, or (iii) an Insolvency Event with respect to Licensor occurs or (iv) upon willful or repeated breaches or defaults by Licensor of its material obligations hereunder, then Licensee shall have the right to commence an action at law for damages as a result thereof. Licensee's rights will be limited to an action at law for damages, and in no event will Licensee be entitled to injunctive or other equitable relief of any kind requiring delivery of any Licensed Program. Any breach by Licensor is limited to the particular Licensed Program to which the breach applies; provided, however, that upon an Insolvency Event with respect to Licensor or in the case of willful, repeated and substantial defaults by Licensor of its material obligations hereunder, Licensee may immediately terminate this Agreement by giving written notice to Licensor.

12.3. **No Discharge on Termination.** Notwithstanding anything to the contrary contained in clauses 12.1 or 12.2 hereof, no termination of this Agreement for any reason shall relieve or discharge, or be deemed or construed as relieving or discharging, either Party from any duty, obligation or liability hereunder which was accrued as of the date of such termination (including any indemnification obligation, the obligation to pay any amounts payable hereunder accrued as of such date of termination or the obligation to return any Program Materials, advertising materials or Local Language Versions).

13. **BLOCKED CURRENCY/REPATRIABILITY.** If approval is required for the timely and unrestricted payment or repatriation of any License Fees as a result of currency transfer restrictions, exchange controls or other limitations or restrictions ("Currency Restrictions"), Licensee shall apply for such approvals as soon as practicable and in any event prior to the date one month before the first Availability Date hereunder. If such approval is not timely obtained, Licensee shall notify Licensor and Licensor shall have the right to terminate this Agreement or the license for the affected Licensed Programs or to modify the payment terms to permit payment of the License Fees in accordance with Law, including requiring Licensee to, at Licensee's cost, (a) deposit to Licensor's credit an equivalent amount of the monies then due in local currency in a bank or banks in the Territory approved in writing by Licensor or (b) transfer an equivalent amount of the monies then due to a bank or banks in another country in the currency of such other country in accordance with Licensor's written instructions. In addition, Licensee shall immediately upon Licensor's request make further deposits to compensate for any diminution in value due to changes in the applicable rate of exchange. Failure by Licensee to make any such deposit or to supplement any such deposit within 5 Business Days' after delivery of notice to Licensee to deposit or supplement will be deemed a Licensee Event of Default under clause 12.1. If Licensor elects to require deposits under this clause 13, Licensee will nevertheless remain obligated to make payments due hereunder at the times, place and in the currency stipulated, subject at all times to Law, and all interest or any deposit shall accrue to Licensor. The effect of any termination under this Article 13 will be as set forth in clause 12 of this Agreement.

14. **RETRANSMISSION ROYALTIES/PRIVATE COPY ROYALTIES.** Licensee agrees that as between Licensor and Licensee, (a) Licensor is the owner of all retransmission and off-air recording rights in the Licensed Programs and all royalties and other monies collected in connection therewith, (b) Licensee shall have no right to exhibit or authorize the exhibition of the Licensed Programs by means of retransmission or to authorize the off-air recording of the Licensed Programs, and (c) all royalties, fees or other sums, whether statutory or otherwise, collected and payable in connection with retransmission and/or off-air taping of the Licensed Programs ("Statutory Royalties") shall be the exclusive property of Licensor. If for any reason, Licensee collects Statutory Royalties, such collection shall be made solely on behalf of Licensor, and Licensee shall immediately pay over such Statutory Royalties to Licensor (i) without deduction of any kind and (ii) in addition to any License Fees, advances or costs payable to Licensor hereunder. The retransmission rights in this clause do not include Internet retransmission rights, which are expressly reserved to Licensor.

15. **NOTICES.** All notices, statements and other documents or communications required to be given or delivered hereunder shall be given in writing either by personal delivery or by reputable express mail or courier service as follows: (a) if to Licensor, to it at the address specified in the Deal Terms and with a copy to Sony Pictures Television, 10202 West Washington Boulevard, Culver City, California 90232 USA, Attention: President, International Distribution, Sony Pictures Television, and to Sony Pictures Entertainment Inc., 10202 West Washington Boulevard, Culver City, California, 90232 USA, Attention: General Counsel or, in each case at such other address as Licensor may designate in writing by notice delivered pursuant hereto; and (b) if to Licensee, to it at the address specified in the Deal Terms or at such other address as Licensee may designate in writing by notice delivered pursuant hereto. All materials personally delivered shall be deemed delivered when so delivered; and all materials delivered by express mail or courier shall be deemed delivered one Business Day

(2 Business Days if sent to a country different from sender's) after sender's delivery to the express mail or courier company. Licensee may additionally transmit notices, statements and other documents or communications via electronic delivery to the email address SPE_DistributionLegalNotice@spe.sony.com, provided that such delivery is supplemental to the notice provided by personal delivery, express mail or courier service. Email notice does not constitute proper notice hereunder.

16. **ASSIGNMENT.** This Agreement, the rights and licenses granted hereunder to Licensee and the duties and obligations of Licensee hereunder are all personal to Licensee and Licensee shall not sell, assign, transfer, sublicense, subdistribute, mortgage, pledge or hypothecate any such rights or licenses in whole or in part, or delegate whether voluntarily or by operation of law or otherwise (including by merger, reverse merger, consolidation, or change of control) any of its duties or obligations hereunder, without obtaining the prior written consent of Licensor; provided, however, that Licensee shall be permitted to assign or sublicense the license granted hereunder to the Licensed Service(s) on the same terms and conditions contained herein, other than such rights to assign or sublicense, which shall be personal to Licensee. Any purported transfer, assignment or delegation in violation of the foregoing sentence shall be null and void and without effect, and the rights and licenses granted hereunder shall thereupon become voidable at the option of Licensor. If Licensor consents to Licensee's assignment of its rights or interest in or to this Agreement, in whole or in part, or the delegation of Licensee's duties hereunder, Licensee shall nevertheless continue to remain fully and primarily responsible and liable to Licensor for timely and complete performance of all terms and conditions of this Agreement to be performed on the part of Licensee and no assignment by Licensee shall expand the scope of rights granted hereunder or otherwise entitle Licensee to exhibit the Licensed Programs on any service other than the Licensed Service(s). Licensor shall have the right to assign this Agreement in full or in part to an Affiliate.

17. **REMEDIES.** Except as expressly set forth herein, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and in addition to every other remedy available hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by either Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

18. **LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR FOR LOST PROFITS OR FOR INTERRUPTION OF BUSINESS.**

19. **PRIVACY.** If Licensee supplies any personal data to Licensor, it shall do so in strict accordance with, and to the extent permitted by, Laws relating to privacy and data protection in the Territory or to which Licensee is subject.

20. **CONFIDENTIALITY.** Each Party hereby covenants and agrees that, except (a) as may be required by Law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or (b) to enforce its rights under this Agreement, or (c) for disclosure made by a Party to its parent or Affiliates or to its financial or legal advisors or its governing board (and such Party shall cause such recipient to keep such disclosed information confidential) and as a part of its normal reporting procedure, neither it nor any of its Representatives shall, directly or indirectly, disclose to any third party or make any public statement or announcement regarding the existence of this Agreement or the terms of this Agreement including, but not limited to, the License Fees and all other financial terms ("Confidential Information"), and all other terms and conditions of this Agreement. No public statements or announcements shall be issued or made unless, (i) the substance and form of the announcement or statement are agreeable to both Parties, and (ii) the Parties agree that such announcement or statement shall be made and agree upon the substance and timing of such announcement or statement. If a Party is required to make a disclosure permitted pursuant to clause (a) above, the disclosing Party shall give written notice (in advance of making such disclosure, if possible) to the other Party of the disclosing Party's applicable disclosure obligation and will use its good faith efforts (in light of the particular circumstances) to seek and obtain confidential treatment of such disclosure and to give the non-disclosing Party the opportunity to review and comment upon the form of disclosure. Notwithstanding anything to the contrary set forth in this clause 20, Licensor shall have the right to disclose this Agreement (including the terms and conditions hereof) to: (a) profit participants in and co-financiers or co-producers of any Licensed Programs or auditors representing guilds or unions or guild or union pension or health plans; (b) lenders to, prospective investors in, or prospective acquirers of all or a portion of (or of the business or assets of), Licensor or an Affiliate, in each case who have entered into confidentiality agreements with Licensor or such Affiliate; and (c) other licensees of the Licensed Programs (provided that the information shared with such other licensees shall be limited to information regarding Licensee's License Period or the scope of Licensee's exclusivity (if any)). The Parties acknowledge that, (a) the unauthorized use or disclosure of Confidential Information will cause irreparable harm and that money damages will be inadequate to compensate for such harm, and (b) the obligations in this clause 20 shall not expire.

21. **WAIVER.** No breach of any provision hereof may be waived unless in writing and a waiver by either Party of any breach or default by the other Party will not be construed as a continuing waiver of the same or any other breach or default under this Agreement.

22. **CONSTRUCTION/VENUE.**

22.1. This Agreement shall be interpreted and construed in accordance with the substantive Laws (and not the law of conflicts) of the State of California with the same force and effect as if fully executed and to be fully performed therein. Notwithstanding the foregoing, Licensor alone has the right to commence proceedings for the enforcement of any payment due under this Agreement, including License Fees, in a court of law having jurisdiction in the Territory under the Law of the Territory and Licensee hereby submits to such personal and subject matter jurisdiction.

22.2. All actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of this clause 22 shall be submitted to JAMS Worldwide ("JAMS") for binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over Two Hundred Fifty Thousand U.S. Dollars (US\$250,000) or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is Two Hundred Fifty Thousand U.S. Dollars (US\$250,000) or less (as applicable, the "Rules") to be held solely in Los Angeles County, California, in the English language in accordance with the provisions below.

22.2.1. Each arbitration shall be conducted by a single arbitrator (the "Arbitrator") who shall be mutually agreed upon by the parties. If the parties are unable to agree on the Arbitrator, the Arbitrator shall be appointed by JAMS. The Arbitrator shall be a retired judge with at least 10 years of experience in commercial matters.

22.2.2. The Arbitrator's fees shall be split equally between the parties and each party shall be responsible for the payment of its own costs, attorneys' fees, expert fees and all of its other fees, costs and expenses in connection with any arbitration, unless the arbitrator finds that a party proceeded in bad faith, in which case the Arbitrator may award fees or costs in the exercise of discretion.

22.2.3. The parties shall be entitled to conduct discovery as the Arbitrator authorizes as reasonable under all of the circumstances, based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under all the circumstances. Such discovery ordered by the arbitrator shall be limited to depositions and production of documents.

22.2.4. There shall be a record of the proceedings at the arbitration hearing and the Arbitrator shall issue a Statement of Decision setting forth its factual and legal basis. The Arbitrator's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the Los Angeles County Superior Court or, in the case of Licensee, such other court having jurisdiction over Licensee, which may be made ex parte, for confirmation and enforcement of the award.

22.2.5. The Arbitrator shall have the power to enter temporary restraining orders and preliminary and permanent injunctions as proper under California law. Neither party is permitted to commence or maintain any action in a court of law with respect to dispute until such matter has been submitted to arbitration as provided here, and then only for the purpose of enforcing the Arbitrator's award; provided, however, that prior to the appointment of the Arbitrator, either party, on a showing of irreparable harm and likelihood of success, may seek pre-arbitration relief in a court of competent jurisdiction in Los Angeles County, California or, if sought by Licensor, such other court that may have jurisdiction over Licensee. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

22.2.6. Notwithstanding anything to the contrary herein, Licensee hereby irrevocably waives any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any motion picture, production or project related to Licensor, its parents, subsidiaries and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production or project. The provisions of this clause 22 shall supersede any inconsistent provisions of any prior agreement between the parties.

23. **CONFLICTING LAW OR REGULATION.** If any provision in this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

24. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into for the express benefit of the Parties hereto, their successors and permitted assigns and is not intended, and shall not be deemed, to create in any other Person whatsoever any rights or interest whatsoever, including any right to enforce the terms hereof.

25. **TRADEMARKS.** Licensee acknowledges that as between Licensee and Licensor the registered and unregistered trade names, logos, trademarks, characters and the titles of the Licensed Programs and of Licensor and its Affiliates (the "Marks") are the exclusive property of Licensor. Licensee shall not use, or permit the use of, the Marks in advertisements or promotional material relating to the Licensed Service(s) or otherwise without the prior written approval of Licensor.
26. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that Licensee may only assign the rights and the licenses granted to it hereunder to the extent permitted by clause 16.
27. **RELATIONSHIP.** Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties and neither of them shall do, permit or suffer to be done anything whereby it shall or may be represented that it is a partner of, or agent for, the other.
28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.
29. **CAPTIONS/DRAFTING.** Clause or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, and no provision of this Agreement shall be interpreted for or against any Party because that Party or its legal representative drafted the provision.
30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior understandings (written or oral) with respect to such subject matter have been merged herein. This Agreement may be amended only by a written agreement executed by each of the Parties.
31. **SIGNATURE.** This Agreement may be executed and delivered by the Parties in separate counterparts (including by means of e-signature, e-mail, in portable document format ("PDF"), facsimile or other electronic transmission or format), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. A signed copy of this Agreement or any document or instrument referred to herein signed or delivered by e-signature, e-mail, in PDF, facsimile or other electronic transmission or format shall, to the extent permitted by applicable Law, be deemed to have the same legal effect as execution or delivery of an original signed copy of this Agreement or such other document or instrument. Neither Party shall raise the use of e-signature, e-mail, in PDF, facsimile or other electronic transmission or format to sign or deliver a signature page to this Agreement or any document or instrument referred to herein as a defense to the formation of a contract and each such Party forever waives any such defense. Minor variations in the form of the signature page to this Agreement or the other documents or instruments referred to herein, including footers from earlier versions of this Agreement or any such other document or instrument, will be disregarded in determining the effectiveness of such signature.

- END -



EXHIBIT 7

MATERIALS TECHNICAL SPECIFICATIONS

	SD – File	HD - File - 2D (if available)
Delivery Spec	AS MUTUALLY AGREED, FROM SUITE OF STANDARD WPF SUPPORTED SPECS	AS MUTUALLY AGREED, FROM SUITE OF STANDARD WPF SUPPORTED SPECS
Audio	OV Stereo (where available, otherwise mono) 2.0 Music & Effects (where available)	OV 5.1 (where available, otherwise Stereo) 2.0 Music & Effects (where available)
Frame Rate	50i/PAL/25fps	50i/PAL/25fps
Aspect Ratio	16x9 OAR (where available, otherwise most suitable alternative ratio as available)	16x9 OAR (where available, otherwise most suitable alternative ratio as available)
Subtitles	Where Available: Text files (.TXT). Separate entities. Not burnt in. Available from https://euconnect.spe.sony.com/spidr (or any successor website notified by Licensor) to enable Licensee download	