

FILM / PROGRAM LICENSE AGREEMENT

This license agreement (the “Agreement”) is made by and between _____ [name of company presenting film or program] (the “**Licensor**”) and _____ [name of company wishing to obtain a license to distribute the film or program] (the “**Licensee**”). Licensor and Licensee (the “Parties”) agree to the terms as follows:

1. Subject of Agreement

Licensor provides to Licensee the program(s) entitled _____ (the “**Program**”) to use according to the terms set out under this Agreement.

2. Licensed Rights

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the irrevocable Licensed Rights included in Table 1 to the Program subject to all the terms and conditions hereinafter set forth. The Licensed Rights in Table 1. shall have the meaning described in the “**Definition of Licensed Rights**” attached hereto as **Exhibit 2**. All rights not granted to Licensee hereunder with respect to the Program are reserved to Licensor. All rights include the right to copy, store, archive and distribute the Program according to the Licensed Rights selected in Table 1. Licensee is entitled to assign/sublicense all Licensed Rights to third parties and/or to affiliates and contracting partners for distribution, in whole or in parts, (e.g. cable retransmission, satellite transmission, IP TV, transmission through aggregators or contracting partners).

Table 1. License Terms:

I. BROADCAST

<u>DISTRIBUTION</u>	<u>TERRITORY</u>	<u>DURATION</u>
<input type="checkbox"/> Free TV	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Pay TV	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Web TV	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> IP TV	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Mobile TV	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Closed Circuit	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity

Table 1. License Terms (Continued from Page 1):

II. VOD - VIDEO ON DEMAND

Includes: Pay-per-View; Netflix; HULU; YouTube; HBO NOW; etc.

<u>DISTRIBUTION</u>	<u>TERRITORY</u>	<u>DURATION</u>
<input type="checkbox"/> Pay VOD	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Free VOD	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Ad VOD	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity

Table 1. License Terms (Continued):

III. THEATRE

<u>DISTRIBUTION</u>	<u>TERRITORY</u>	<u>DURATION</u>
<input type="checkbox"/> Theatre	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> Festivals	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity
<input type="checkbox"/> DVD Sales	<input type="checkbox"/> Country: _____ <input type="checkbox"/> Region: _____ <input type="checkbox"/> Worldwide	<input type="checkbox"/> Exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity <input type="checkbox"/> Non-exclusive - effective date: __/__/__ to __/__/__ OR <input type="checkbox"/> Perpetuity

3. Restricted Promotion

Subject to any contractual restrictions the Licensor has entered into with individuals appearing in the Program in connection with their name & likeness use in promotional and/or marketing material, Licensee shall be granted the right to use excerpts and clips of the Program of a maximum duration of 3 minutes (from the original as well as from all dubbed, subtitled and voiced-over versions) and all relevant Delivery Materials (promotional trailer, still images and other available promotional material) in all media now known or hereafter devised, including print and online media, worldwide for the following purposes: Program-related and Licensee advertising purposes, including on air and off air promotion as well as the right to promote the Program and its exploitation using the name, image, likeness, voice, photography and biography of the author, director and/ or of the actors according to common practice (e.g. in television, in cinemas, on videos, in online services or in printed form).

4. Restricted Adaptation and Alteration

Licensee is entitled to make intermissions, alterations, deletions, cuts or other modifications in and to the Program ONLY to adapt the Program to suit available time slots, to enable advertising breaks and online inventory (e.g. pre-rolls, post-rolls, in-program advertising), for the protection of minors or to create trailers. Alterations to the title of the Program require written approval from the Licensor. Other than for said reasons the Program shall be distributed unaltered.

5. Language / Dubbing and Subtitling

Licensee is entitled to dub (subject to any contractual dubbing provisions Licensor has previously entered into) and/or subtitle and/or voice-over the Program in any language (even the original). Licensee has the right to exploit the Program in the delivered language version as well as in the dubbed, subtitled or voiced-over version. Licensee shall grant free access to Licensor to any dubbed or subtitled version of the Program created by Licensee.

6. Material:

Program Delivery: The Licensor will deliver the Program including all material (“Delivery Material”) _____ (“Delivery Date”).

Delivery shall be made to the above-said address of Licensee. Shipment of all Delivery Material to Licensee shall be the responsibility of the Licensor. Return of the Program to Licensor – if on loan – shall be borne by Licensee.

Delivery Material: Licensor shall deliver the Program according to the "Technical Standards" attached hereto as **Exhibit 1** and the broadcast television standards in Europe, especially the technical standards and references of the European Broadcasting Union.

The Program shall be provided:

on loan for Licensees retention.

Licensor shall deliver to Licensee free of charge for commercial publication and distribution in all media worldwide as well as for Program-related promotion and Licensee advertising:

- 1 promotional trailer, if available
- Still images including photo credits (no less than 3 stills per film and 5 stills per series)
- Series and episode synopsis

In addition, Licensor will deliver the following material to Licensee:

- Complete music cue sheets including time codes
- Scripts / transcript (one copy in the original language of a detailed, final dialogue and action continuity and spotting list of the Program containing all dialogue, narration and song vocals including time codes for dubbing reasons)
- Cast list, if available
- Credit lists
- Graphic files, if available
- List of product placement within the Program
- Complete chain of title documents upon request of Licensee

If Licensor fails to deliver the Delivery Material in accordance with this Agreement by the Delivery Date and subject to the review periods referenced below, Licensee shall have the right to either: (a) withdraw from this Agreement with immediate effect and reclaim any payments previously made under this Agreement (in the event that this Agreement covers the purchase of more than one Program, Licensee shall only have the right to withdraw from the Agreement with respect to the Program which has not been delivered by the Delivery Date); or (b) extend the Delivery Date by a grace period of ten (10) business days. If Licensor fails to meet this grace period Licensee shall have the right to withdraw from the Agreement in accordance with lit (a).

Licensee shall have thirty (30) days from date of delivery for technical acceptance of the Delivery Materials (“Review Period”). If, prior to the expiration of the Review Period, Licensee provides written notice to Licensor that the Delivery Materials contain any technically defective images and/or sounds, or do not meet the required technical standards set forth and/or referred to in this Agreement, then Licensor shall repair or replace the rejected Delivery Materials at its own expense within ten (10) business days of Licensee’s request to do so.

Licensee shall have five (5) days from date of re-delivery for technical acceptance of the Delivery Materials (“Second Review Period”). If, prior to the expiration of this Second Review Period, Licensee provides written notice to Licensor that the Delivery Materials still contain any technically defective images and/or sounds, or do not meet the required technical standards set forth and/or referred to in this Agreement, Licensee can choose to either: (a) correct the defects at its sole cost (to be set off against the License Fee or reimbursed by Licensor); (b) substitute the Program for another mutually approved Program of similar quality and length; or (c) withdraw from this Agreement with immediate effect and reclaim any payments previously made under this Agreement. Should this Agreement cover the purchase of more than one Program, Licensee shall only have the right to withdraw from this Agreement with respect to the Program which has not met the required standards.

7. License Fee

For the grant of rights, Licensor shall receive a License Fee from Licensee in the total amount of _____ (in words US-Dollars) according to the following payment plan: _____% (in words) due upon signature of this Agreement and _____% (in words) due upon complete delivery of the Program to Licensee. In addition, Licensor shall receive from Licensee _____% (in words) of any assignment/sublicense royalties or payment received by Licensee from any third party assignee or sublicensee.

The License Fee and assignment/sublicense royalty or payment shall be payable by Licensee to Licensor within 30 days of receipt of Program and/or receipt of assignment/sublicense royalty or payment. Upon payment of the License Fee, the grant of rights and all services and expenses of Licensor are fully compensated.

8. Credits

Licensee undertakes that all Credits provided by Licensor will be given in accordance with the usual practice in the film and television industry. Therefore Licensee may alter the Credits to a market standard and reduce the end-credits and/or copyright notices so that they can be displayed on a split-screen or condensed using visual effects or time compress the said end-credits and/or copyright notices, provided that the same remain reasonably legible.

9. Representations & Warranties, Indemnification

Licensor represents and warrants that:

- (i) it has the full right, power and authority to enter into and fully perform this Agreement,
- (ii) it is the sole owner of all rights granted under this Agreement including copyrights and neighboring rights and any such rights originally vesting in third parties and that it is authorized to dispose over such rights to the benefit of the Licensee,
- (iii) any music within the Program does not infringe or violate the trademark, trade name, copyright, right of privacy or publicity, property rights or any other right of any third party,
- (iv) all necessary rights, permissions, consents and moral rights waivers have been duly obtained by contracting any material rights holder, participant, performer, presenter, contributor or other person involved in the production of the Program or providing rights, services or facilities in connection with it,
- (v) the Program will not contain material that is unlawful or will promote illegal or unlawful activities (including illegal product placement).

Licensor shall indemnify and hold Licensee harmless against all actions, claims, costs (including reasonable legal costs and settlement costs and other payments), proceedings, direct and indirect damages, expenses, or fines arising out of any breach or non-performance by Licensor, in particular of any warranty given by it or obligation undertaken by it in this Agreement, save for all required licenses for the performance rights in relation to the distribution of the Program by Licensee hereunder - to the extent that such licenses can be required by collecting societies in the Territory - which shall be obtained and paid for by Licensee. These representations and warranties shall remain in full force and effect so long as and shall be deemed to be repeated by Licensor on each day Licensor shall have any obligation to Licensee hereunder. Any action of any of the parties to this Agreement with regard to the defense of rights of the Program will be undertaken in close cooperation with the other party.

Licensee does hereby and shall at all times indemnify, defend and hold harmless Licensor, its subsidiary and affiliated companies, its officers, directors and employees and each of them, of and from any and all claims, liabilities, demands, and causes of action or any thereof arising out of or relating to any breach by Licensee of any representations, warranties, agreements, covenants, or undertakings under this Agreement. Upon notice from Licensor of any claim, demand or action being advanced or commenced, Licensee agrees to adjust settle or defend that claim at the sole cost of Licensee. If Licensee shall fail promptly to so do, Licensee shall have the right and is hereby authorized and empowered by Licensee to appear by its attorneys in any such actions, to adjust, and take any other action necessary or desirable for the disposition of such claim, demand or action. In any such case, Licensee, within fifteen (15) days after demand therefore by Licensor, shall fully reimburse Licensor for all such payments and expenses, including reasonable, outside attorney's fees

10. Overspill

Licensee shall have no obligation or liability hereunder in case of unintentional, non-encrypted broadcasts resulting from technical defaults and/or technical spillover beyond the licensed Territory including non geo-blocked Internet Protocol or un-encrypted satellite overspill from an uplink in the licensed territory.

11. Termination

Either party is entitled to terminate this Agreement extraordinarily at any time with immediate effect:

- if the other party is in material default of this Agreement and fails to cure such default within twenty (20) working days of receiving written notice thereof,
- in the event that the other party suspends payment to its creditors or generally is unable or admits inability to pay its debts as and when they fall due, suspends making payments on any of its debts, or suffers the making of an administration order or has a receiver (including an administrative receiver) liquidator, manager or any similar officer appointed of the whole or any part of its assets or if any order is made or a resolution passed for its winding up (except for the purpose of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition.

Licensee is entitled to terminate this Agreement extraordinarily at any time with immediate effect, if Licensee:

- ceases to carry on business or part of the business,
- changes his business or program strategy,
- is unable to transmit television programs within the Territory (for whatever reason).

Furthermore the parties acknowledge and agree that if the Program or parts of it are available only in a rated version or get this status during the License Term of this Agreement or the agreed age rating of the Program changes or has to be changed due to legal requirements, the respective titles are in the discretion of Licensee to be replaced upon best effort by another Program or by a legally respectable modified version through Licensor or Licensee is entitled to terminate this Agreement in respect of the affected Program.

12. Special Provisions

Licensee will have a guaranteed first linear broadcasting exploitation within the licensed territory.

The Broadcasting-Rights are granted on a non-exclusive basis in South Korea, Japan and China only. The remaining territories are granted on an exclusive basis.

The Free TV rights are granted on a worldwide basis excluding the United States of America only. For the avoidance of doubt, the Free TV rights in the United States of America shall not start before our first linear broadcasting exploitation.

For the avoidance of doubt, Licensor does not grant Licensee the Transactional VOD-rights for the Program. Clause 2.3.2. of Exhibit 2 "Definition of Licensed Rights" shall therefore not be applicable.

The Subscription VOD-rights are granted on a non-exclusive basis throughout the Territory during the entire license period.

13. Final Provisions

All Exhibits form an integral part of the Agreement and apply to the parties, unless they are amended by provisions in this Agreement. This Agreement is the complete and final agreement and understanding between the parties with respect to the subject matter hereof and may not be changed or modified except by an agreement in writing. Should any provision of this Agreement be void, the remaining provisions shall be unaffected thereby.

The parties shall hold the terms of this Agreement and all information in connection therewith strictly confidential and shall not disclose such information to third parties.

Nothing in this Agreement shall be deemed to constitute an agency or a partnership or joint venture between the parties and neither party shall do or permit any act to be done whereby it may be represented as being the agent or partner of the other.

This Agreement shall be governed by and construed in accordance with the provisions of Washington law to the exclusion of its conflict of law rules. The sole place of jurisdiction shall be King County Superior Court. If the seat of Licensor or Licensee is in a different state, any disputes arising from or in connection with this contractual relationship shall be finally resolved in accordance with the Rules of Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with these rules. The place of arbitration shall be Seattle, WA and proceedings shall be conducted in English.

Signatures:

Licensor: _____

Licensee: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibits:

Exhibit 1: Technical Standards

Exhibit 2: Definition of Licensed Rights

Exhibit 1: Technical Standards

The following specifications are a summary of the Technical Requirements. The detailed “Guideline for moving images contribution” and will be integrated into the Agreement by this reference.

1. Cameras and Frame size during Production

If the production is HD, cameras which fulfil the following video production specifications have to be used:

Frame size of at least 1920 x 1080 pixels, bitrate of at least 35 Mbit/s, framerate of at least 23.97 frames/s progressive or 50 fields/s interlaced and RGB luma and gamut limits have to fulfil the recommendation of EBU R103-2000

or

Frame size of at least 1280 x 720 pixels, bitrate of at least 35 Mbit/s, framerate of at least 50 frames/s progressive and RGB luma and gamut limits have to fulfil the recommendation of EBU R103-2000

Upconverted SD material will not be accepted as delivery of HD material (a maximum of 10% of the Production – with no sequence being more than 1 minute long – may be below the requirements listed above)

2. Delivery Material

Licensors shall deliver file-based:

XDCAM HD 422 @MXF Container, 50Mbps CBR

OR

Apple ProRes 422 @MOV Container

Apple ProRes 422 HQ @MOV Container

Apple ProRes 4444 @MOV Container

In one of the following standards:

1080i/25

1080i/29.97

1080p/23.98

1080p/25

1080p/29.97

720p/50

720p/59.94

3. Delivery of 3D Production

Two separate video files (one for left eye and one for right eye; identical timecode in both files) shall be delivered. The above specifications for file-based delivery also apply to the encoding of 3D content.

4. Versioning

The Program has to be delivered in two versions:

- **dirty** = with graphics; aka texted
- **clean** = without graphics; aka textless; attention: sound effects that relate to overlaid graphics must be removed in the clean version

5. Audio

Regardless of the agreed format, Licensee demands the following configuration of audio tracks:

Channel 1	Full Mix (stereo left)
Channel 2	Full Mix (stereo right)
Channel 3	Effects* (stereo left)
Channel 4	Effects* (stereo right)
Channel 5	Music (stereo left)
Channel 6	Music (stereo right)
Channel 7	Voice Over (mono)
Channel 8	Interviews / OT (mono)

* Effects: include Atmo/Ambient/Onlocation sound and Sound Effects (SFX)

Note: Upon request of Licensee Full Mix without Voice Over (stereo) has to be delivered additionally as a separate WAV file.

Codec **PCM**, sample rate **48.000 kHz**, Bits per sample 16/24 Bit, maximum audio level **-9dBFS**

Note: upon request of Licensee Licensors has to deliver the audio mix compliant to **EBU-R128** (following practical guidelines EBU Tech Doc 3341, 3342, 3343 and 3344).

Exhibit 2: Definition of Licensed Rights

The rights granted by Licensor according to the Program License Agreement include in particular the following rights whereby it is understood that the following enumeration of rights is not exhaustive and that it shall include exploitation rights not specifically designated or yet unknown types of use.

I. Broadcasting:

means the right to communicate the Program to the public in real time (linear), encrypted or not encrypted, where the start of the Program is designated by the broadcaster or platform provider and not by the viewer via the following distribution methods and technologies:

1.1. Free TV

- a) by digital or analogue means of wire, cable (broadband, DSL/ VDSL, cable retransmission, etc), terrestrial or satellite,
- b) without a charge to the viewer other than Basic Charges.

Basic Charges shall mean

- charges directly relating to the reception of or provision of access to (as opposed to content of) one or more television services which comprise regular periodic charges or license fees or purchase of equipment or
- governmental taxes payable by owners of television receivers to receive the relevant service.

1.2. Pay TV

- a) by digital or analogue means of wire, cable (broadband, DSL / VDSL, cable retransmission, etc), terrestrial or satellite,
- b) upon a charge to the viewer for the access to the content (be it specific subscription, charge or tax over and above Basic Charges).

1.3. Web TV

- a) streaming the Program with or without intermediate storage but without the technical option to download the Program by means of the Internet or any other data network (TCP/ IP protocol etc.),
- b) without a charge to the viewer other than Basic Charges.

1.4. IP TV

- a) encrypted transmission of the Program, using Internet Protocol via the internet, telecommunication network, broadband or a similar network systems of a provider within provider's closed user group, requiring for viewers access to provider's encrypted services access devices, e.g. a set-top-box, smart-card or similar access devices for continuous viewing of the simulcast transmission with restricted time shift and signal skipping functions on viewers' TV,
- b) with or without a charge to the viewer other than Basic Charges.

1.5. Mobile TV

- a) by digital or analogue means of mobile technology services over DVB-H, UMTS, GSM, GPRS, HSCSD, WAP, EDGE, CDMA, HSDPA and any similar, related or derivatived technology,
- b) without a charge to the viewer other than Basic Charges.

II. Video on Demand

means the right to make the Program available to the public time shifted (non-linear) where the start of the Program is designated by the viewer, with or without intermediate storage, by digital or analogue means of wire, cable (broadband, DSL/ VDSL, cable retransmission, etc), terrestrially or satellite, the Internet or any other data network (TCP/ IP protocol etc.), or mobile technology services over DVB-H, UMTS, GSM, GPRS, HSCSD, WAP, EDGE, CDMA, HSDPA and any similar, related or derivatived technology via the following distribution methods:

2.1. Free VoD

- a) streaming the Program without the technical option to copy, store or download the Program,
- b) without a charge to the viewer other than Basic Charges.

2.2. Ad VoD / Advertising supported VoD

- a) streaming the Program without the technical option to copy, store or download the Program,
- b) without a charge to the viewer other than Basic Charges but including advertising of any kind (e.g. pre-roles, post-roles, in program advertising, etc.)

2.3. Pay VoD

2.3.1. Subscription VoD/ Pay per Channel

- a) streaming the Program without the technical option to copy, store or download the Program,
- b) upon a periodic subscription charge to the viewer for the access to the content.

2.3.2. Transactional VoD/ Pay per View

- a) streaming the Program without the technical option to copy, store or download the Program,
- b) upon a per exhibition basis charged to the viewer for the access to the content.

III. Closed Circuit

means the exploitation of the Program by means of closed-circuit transmission systems where the telecast originates within or in the relative vicinity of such viewing facilities or places (e.g. hotels, hospitals, airplanes, ships).

IV. Right Of Promotion

means the right to use excerpts and clips of the Program (from the original as well as from all dubbed, subtitled and voice-over versions) and all relevant delivery materials in all media now known or hereafter devised, including print and online media, worldwide for a maximum duration of 3 minutes for the following purposes:

4.1. Unrestricted: for any promotional purpose (e.g. promotion of the Program).

4.2. Restricted: for Program-related and Licensee advertising purposes.

The Promotion Right includes on air and off air promotion, as well as the right to promote the Program and its exploitation using the name, image, likeness, voice, photography and biography of the author, of the director or of the actors according to common practice (e.g. in television, in cinemas, on videos, in online services or in printed form).

V. Right Of Adaption and Alteration

5.1. Unrestricted Adaption and Alteration Right

means the right to make intermissions, alterations, deletions, cuts or other modifications in and to the Program as well as the right to combine or link the Program with other productions, material (e.g. surveys, voting, competitions) and with advertisement in any kind and any form (e.g. Split-Screen), to insert commercials, logos and banners in the Production and to alter the title or to change the music or compositions. Licensee shall in particular be allowed to adapt the Program to suit available time slots, to interrupt the Program for advertising breaks or to edit the Program for the protection of minors.

5.2. Restricted Adaption and Alteration Right

means the right to make intermissions, alterations, deletions, cuts or other modifications in and to the Program ONLY to adapt the Program to suit available time slots, to enable advertising breaks and online inventory (e.g. pre-rolls, post-rolls, in-program advertising), for the protection of minors or to create trailers. This also includes the right to alter the title of the Program. Other than for said reasons the Program shall be distributed unaltered.

VI. Language / Right of Dubbing and Subtitling

means the right to dub and/or subtitle and/or voice-over the Program in any language (even the original) or to produce subtitled and voice-over versions and the right to exploit the Program in the delivered language version (Original Version) as well as in the dubbed, voice-over or subtitled version.

VII. Distribution, Copying, Storage and Archiving

means the right to copy, manufacture, duplicate, reproduce, replicate, distribute, store, record and archive the Program and parts of it in any number - on the original or any other medium, system, device or appliance - to archive them, to store them in databases and make them available to the public in any material or immaterial form.

VIII. Sublicensing

means the assignment or sublicense of any right expressly or implied to or in the Program and any parts or derivatives of it to any third party.