**DIGITAL VIDEO DISTRIBUTION AGREEMENT**

This Agreement (hereinafter referred to as the “**Agreement**”) made and entered into at Mumbai this \_\_th day of \_\_\_ 2018 (“**Effective Date**”)

**BY AND BETWEEN**

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| **[ ]**, a having its registered office [ ] (hereinafter referred to as the “**Licensor**” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its subsidiaries, nominees, successors and assigns) of the **ONE PART**; | **Vista India Digital Media Inc**, incorporated in Delaware (US) with its registered office located at 2901 Tasman Drive, Suite 210, Santa Clara, CA 95054 (hereinafter referred to as the “**Licensee**” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its subsidiaries, nominees, successors and assigns) of the **SECOND PART**; |

The Licensor and the Licensee shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

These Basic Terms, together with the Standard Terms and Conditions for the Agreement and Exhibits A, B and C constitute the entire Agreement between the Parties and are a fully binding Agreement between Licensor and the Licensee. In the event of any conflict between the provisions of this Agreement and/or the Standard Terms and Conditions and / or Exhibits, the Parties agree to attempt a harmonious reading of the conflicting provisions, failing which the order of precedence shall be as follows: (i) Basic Terms (ii) Standard Terms and Conditions (iii) Exhibits Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Standard Terms and Conditions.

**WHEREAS**

1. The Licensee has entered into an agreement with the Licensed Platform i.e. iTunes S.a.r.l (“**Licensed Platform**”) for distribution of feature films.
2. The Licensor is the owner / right holder of the Licensed Work/s.
3. Pursuant to discussion, Licensor has agreed to grant Licensed Rights in favour of the Licensee for exploitation over Licensed Platform in the Territory strictly as per terms and conditions contained herein.
4. NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee hereby agree as follows:

**BASIC TERMS:**

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|  | **Term** | Term shall mean a period of [0] years subject to renewal of the Agreement. |
|  | **Territory** | Territory shall mean the territory as referred in **Exhibit B** for each Licensed Work/s. |
|  | **Licensed Rights** | Non-exclusive right to digitally distribute the Licensed Work/s on the Licensed Platform on a TVOD and EST basis and make the Licensed Work/s available by streaming and / or downloading for viewing by Subscribers on the Licensed Platform. The Licensor shall also provide the promotional material relating to the Licensed Work/s including trailer, keyart, subtitle file and the metadata, as available. The Licensee has the right to produce promotional material relating to the Licensed Work/s such as the trailer in the event the same is not supplied by the Licensor due to unavailability and promotional trailer may be produced utilizing the content of the specific Licensed Work/s/ to promote the Licensed Work/s/s on the Licensed Platform.  The Licensor agrees that it shall not grant the Licensed Rights to any third party for the Licensed Platform during the subsistence of this Agreement. |
|  | **Revenue Share** | * 1. The Gross Revenues receivable from the Licensed Platform will be determined on the basis of the end user price of the Licensed Work/s offered to Subscribers save. The wholesale price tier for iTunes platform will be provided by the Licensee in due course.   2. Gross Revenues to be shared between Licensor & Licensee in the ratio of 80: 20 for all Films.   3. “**New Films**” shall mean Licensed Work/s made available for digital video distribution on demand to the Licensee within 12 (twelve) months of its first theatrical release.   4. “**Catalogue Films**” shall mean the Licensed Work/s other than the New Films.   5. For the purposes of determination of Gross Revenues, Licensee shall provide reports to the Licensor every 60 (sixty) days for each month and payments of Gross Revenues to be made every 90 (ninety) days from utilization of the content of the specific Licensed Work/s on the Licensed Platform for each month.   6. “**Gross Revenues**” shall mean the revenue received from Licensed Platform by the Licensee after deducting applicable charges and levies and Encoding Expenses.   **“Encoding Expenses”** shall mean the expenses at actual incurred by for packaging, encoding and delivery of the Licensed Work/s to Licensed Platform. It is agreed between the Parties that Encoding Cost for the Licensed Platform shall be capped as under and shall be payable upfront / recoupable.  iTunes - US$ 250/-   * 1. The Licensee shall pay Licensor’s share of Gross Revenues within 30 days of the receipt of Gross Revenues from Licensed Platform which shall be within 90 days from utilization of Licensed Work/s on Licensed Platform and such payment shall be subject to tax deduction at source and deduction of applicable withholding taxes if any.   2. In the event, the Licensor withdraws any content of the Licensed Work/s for any reason during the Term; the Licensor shall be liable to reimburse amounts incurred by the Licensee towards Encoding Expenses and which have not been recouped by Licensee in relation to the Licensed Work/s so withdrawn. Such reimbursement shall be made by the Licensor within 15 (fifteen) days from the date of withdrawal failing which the Licensee shall be entitled to deduct such amount from the Licensor’s share of Gross Revenues payable in accordance with clause 4.2 |
| 1. **ncode** | **Termination** | * 1. Either Party may terminate this Agreement by notice in writing to the other Party earlier than the expiration of the Term if:      1. the other Party is in breach of any of its obligations under this Agreement and such defaulting party shall have failed to remedy it within a period of 15 (fifteen) days of receipt of notice specifying the breach with a request to remedy it; or      2. the other Party goes into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or, if a receiver or administrator is appointed with respect of the whole or any part of its assets or, if the Party makes an assignment for the benefit of, or composition with its creditors generally, or threatens to do any of these things or, any similar occurrence under any jurisdiction affects the Party.   2. Licensee shall be entitled to terminate this Agreement forthwith in respect of a particular Licensed Platform in the event of termination of its agreements with the Licensed Platform i.e. ITUNES. It is however clarified that termination with respect to a particular Licensed Platform shall not affect the rights licensed herein with respect to the remaining Licensed Platform.   3. The Licensee further reserves its rights to remove, not offer for sale any of the Licensed Work/s if a Licensed Platform provider intimates to the Licensee (i) in the event a third party claims that Licensed Platform is not authorized to sell or otherwise use such content on Licensed Platform/s, in which case the Licensee shall co-operate with Licensed Platform provider’s reasonable requests towards handling such third party claims (ii) if Licensed Platform believes that the continued distribution of such Licensed Work/s will harm the reputation of Licensed Platform or otherwise be detrimental to business of Licensed Platform (iii) as permitted or required by applicable law, rule or regulation (iv) if Licensed Platform provider determines that the Licensed Work/s is subject to excessive customer complaints. |
|  | **Consequences of termination:** | * 1. Immediately upon expiry of the Term or sooner termination of this Agreement, any rights granted to the Licensee under this Agreement shall immediately revert to the Licensor, and thereafter Licensee shall not be entitled to do or to authorize any Licensed Platform to distribute the Licensed Work/s in any manner whatsoever.   2. However, the termination of this Agreement shall not affect any of the obligations of the Parties arising under this Agreement prior to the date of termination. The terms relating to indemnity, confidentiality, governing law, consequences of termination, intellectual property and all accrued claims shall continue to survive in accordance with the provision stated herein.   3. Upon the termination of this Agreement, the Licensee shall, in the manner requested by the Licensor, either return any and all of the Licensor’s Licensed Work/s, CDs, tapes, marks, trademarks, or destroy the same and provide the Licensor with a certificate stating that the afore-mentioned has been destroyed.   4. The Licensee shall pay the outstanding amounts due to the Licensor in relation to the Licensed Work/s within90 days from the date of termination. |

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

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| Signed by the  Within named Licensor    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Authorized Signatory | Signed by the  Within named Licensee    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Suri Gopalan |

**STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS AND INTERPRETATION**:

Unless repugnant to the context or the meaning thereof, the singular shall include the plural and vice-versa; headings and captions used herein shall only be read for convenience and shall in no way be considered while construing or interpreting this Agreement or the provisions herein, capitalized terms unless otherwise defined in this Agreement shall have the same meaning ascribed to them in common trade parlance for agreements of similar nature, and the following words and expressions shall bear the meanings assigned to them below :

* 1. **“Confidential Information”** means any and all proprietary or confidential data or information relating to either Party, disclosed (directly or indirectly) by one Party to the other Party, including but not limited to, the terms and conditions of this Agreement and any and all financial, technical, non-technical information, data, business operations, future products, on-going research, or business, sales, subscribers, suppliers, clients, employees, ideas and creative works belonging to either Party (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret doctrine) including but not limited to copyright, trade secret and proprietary information, data, techniques, business forecasts, research, work in progress, program formats, projects, sales and marketing plans, future development, personnel information, whether in oral, written, graphic or electronic form, and whether designated as confidential or not and shall also include Confidential Information, of a third party, which either Party may gain access to, in the course of fulfillment of the purposes of this Agreement;
  2. “**Devices**” shall mean any device including mobile wireless device, mobile phone booth, tablet, laptop, computer, portable music players, set top boxes, ipods and any other device etcfrom which end users can access Licensed Work/s by any means including without limitation via the internet or over the air cellular networks which can facilitate access to the ITUNES Store.
  3. **“EST” or “Electronic Sell Through License**” means the method of delivery of Licensed Work/s and any applicable materials whereby the Licensed Work/s is made available to consumers for streaming, downloading, as applicable, via the internet on the Devices at a place and at a time individually chosen by that consumer for personal and non-commercial use and under the terms of a playback license which allows such Subscriber, for a separate per Licensed Work/s license fee, to possess and store that Licensed Work/s and materials according to the applicable license on Device/s for subsequent unlimited and personal replay.
  4. **“Intellectual Property**” includes all forms of intellectual property rights subsisting under any law or equity and all analogous rights subsisting under the laws of all jurisdictions and shall include any product or process of the human intellect whether registerable or non-registerable, including inter alia, patents, trademarks, copyrights, or derivative works of the same expression or literary creation, unique name, trade secret (including ideas, research and development, compositions, designs, drawings), presentation, database rights (including rights of extraction) and all applications, all service marks, logos and trade names, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations, and renewals in connection therewith, etc.;
  5. **“Licensed Platform Agreement”** shall mean the agreements executed between the Licensee and ITUNES dated 27th November, 2012, the Licensee and Google Play dated 25th February, 2014 and shall include amendments and addendums, executed if any, during the Term of this Agreement.
  6. **“Language”** shall mean the original language of the Licensed Work/s.
  7. “**Licensed Platform/s**” shall mean the platform on which the Licensed Work/s will be viewed by Subscribers via streaming and/ or downloading and which shall be owned, managed and operated by either ITUNES (including “ITUNES Store” which means an electronic store and its storefronts branded and owned and/or controlled by ITUNES or an affiliate of ITUNES, from which end users can access Licensed Work/s by any Devices) and Google Play.
  8. **“Licensed Rights”** shall have the meaning ascribed to it in clause 2.
  9. **“Licensed Work/s**” shall mean the works in the Language more particularly stated in Exhibit B and other works as may be added to the Exhibit B from time to time. Work for the purpose of this Agreement shall include and not be limited to cinematograph films, literary works, dramatic works, artistic works, musical works, sound recordings as defined under the Copyright Act, 1957 (amended from time to time). Licensed Work/s shall include works that fall within the category of New Films and Catalogue Films from the Licensor’s library of works.
  10. **“Subscriber”** shall mean a person who has subscribed to view the Licensed Work/s via the TVOD and subscription service made available through streaming and / or downloading on the Devices.
  11. **“TVOD”** or **“Transactional Video on Demand”** means that mode of programming distribution by which Licensed Work/s is delivered by a programming service on an on-demand basis by means of streaming of the same via the internet or world wide web, that gives the Subscriber, upon payment of a transactional fee (a per-program or per-exhibition charge), the privilege of viewing the particular Licensed Work/s on a time-based (e.g., weekly, monthly) basis, where the start time for each such Licensed Work/s is chosen by the Subscriber and not scheduled by the Licensee, and where the Subscriber can view each such Licensed Work/s (usually with the ability to stop and start, pause, rewind or fast-forward a program) on a one-time basis for a period determined by the Licensee (e.g., a day).
  12. **“Year”** for the purpose of this clause shall mean the period of 12 months. The first year shall commence from the Effective Date.

1. **GRANT OF RIGHTS**
   1. The Licensor grants to the Licensee the license to be used during the Term, in the Territory, in accordance with this Agreement the following rights as follows (“hereinafter referred as “**Licensed Rights**”):
   2. The right to digitally distribute the Licensed Work/s/s on the Licensed Platform on a TVOD and EST basis and make the Licensed Work/s available by streaming and / or downloading for viewing by paying Subscribers on the Devices.
   3. The Licensee shall be entitled to edit, modify, cut and alter the Licensed Work/s to suit the technical specifications / quality control requirements of the Licensed Platform. However any of such edits, modifications, cuts or alters of the Licensed Work/s hereunder shall not amount to alteration of the fundamental character of such work and the Licensee shall obtain the Licensor’s permission in relation any such modifications, edits, cuts and alterations Notwithstanding the aforesaid, the Licensee shall be entitled to make edits / modifications as per guidelines of the Licensed Platform including interval cuts without requiring consent of the Licensor in this regard.
   4. The Licensor shall provide the Licensee with promotional clips, as available. The promotion of the Licensed Work/s shall be solely in relation to the distribution of the Licensed Work/s on the Licensed Platform in accordance with the rights granted herein. The Licensee has the right to produce promotional material relating to the Licensed Work/s such as the trailer in the event the same is not supplied by the Licensor due to unavailability. The said promotional trailer may be produced by the Licensor utilizing the content of the specific Licensed Work/s only to promote the Licensed Work/s on the Licensed Platform and shall be subject to the approval of the Licensor which shall not be unreasonably withheld.
   5. The Licensee shall be entitled to perform, exhibit, distribute and make available the promotional clips as supplied / approved by the Licensor, of the Licensed Work/s to Subscribers to promote the sales of the Licensed Work/s.
   6. The Licensee shall be entitled to reproduce, store, distribute, market, display, perform, promote, exhibit, rent, sell, and make available the Licensed Content to the Subscribers via the Licensed Platform.
   7. The Licensor shall provide sub-titles in English.
   8. The Licensee may use the names and authorized voices and likenesses of, and biographical material concerning any actor, performer, director, author, producer, and/ or song writer (“**Talent”**) as well as the title of any Licensed Work/s/s or any song contained in the Licensed Work/s/s (to the extent such song is synchronized with the Licensed Work/s/s) in any marketing materials for the sale, promotion and advertising of the Licensed Work/s/s which is offered for sale on the Licensed Platform ( e.g. a Talent name or likeness may be used in an informational fashion, such as textual displays or other informational passages, to identify and represent authorship, production credits, and performances of the applicable Talent in connection with the authorized exploitation of the applicable Licensed Work/s/).) The Licensor agrees that it shall not grant the Licensed Rights to any third party for the Licensed Platform during the subsistence of this Agreement.
   9. It is agreed between the parties, Licensor shall allow Licensee to add their logo on beginning of the film.
2. **PAYMENT:** 
   1. Within 60 days after each month, Licensee will make available to Licensor sales report listing the subscription and other details and Licensor’s Revenues, if any, against the Licensed Work/s for each prior month Such sales report shall be deemed conclusive after fifteen (15) days from the date of issue, during which period the Licensor shall be entitled to raise any queries on information contained in the sales report, which Licensee shall respond. The Parties agree to work in good faith to resolve any such queries.
   2. Licensee shall ensure to maintain complete, detailed and accurate records in connection with this Agreement and all transactions related thereto, Licensor may, on reasonable notice of not less than 3 days, appoint a representative to inspect and take copies of these books and records at Licensee’s place of business during normal office hours insofar as these books and records pertain to any money or fees paid or payable to the Licensor under this Agreement. In the event that such an inspection shall reveal an underpayment to the Licensor, Licensee shall immediately pay to the Licensor the amount of such underpayment and, Licensee shall reimburse Licensor with the reasonable expense of the audit in addition to such underpayment.
   3. The Licensee shall provide quarterly revenue statement to the Licensor.
   4. The Licensor has audit right to inspect books and statement received from Licensed Work/s.
3. **CONTENT CODE REQUIREMENTS**
   1. It is specifically clarified that the Licensor shall be responsible at its own cost to provide the Licensee, the certificate from the Censor Board of Film Certification for the Licensed Work/s applicable for video films/ satellite telecast in India.
   2. Licensee shall ensure that ITUNES complies with its security solution policies for content protection.
4. **LICENSED WORK DELIVERY DATE**
   1. With respect to the films provided in Exhibit B on the Effective Date, the Licensor shall deliver the Licensed Work/s immediately from the date of signing of this Agreement.
   2. With respect to the new works to be added in Exhibit B, the Licensor shall deliver the said works within the time frame specified in the said Exhibit B.
5. **DELIVERY SPECIFICATION**

Licensor will make prompt delivery to the Licensee of delivery items such as per the specifications given in **Exhibit A.**

1. **CONFIDENTIALITY**
   1. During the Term of this Agreement each Party shall use and reproduce the other Party’s Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party’s Confidential Information to its employees, directors, officials, consultants or independent contractors except on a need to know basis and will not disclose the other Party’s Confidential Information to any third party without the prior written approval of the other Party.
   2. Notwithstanding the above, it will not be a breach of this Agreement for either Party to disclose Confidential Information of another Party if required to do so under law or applicable regulations or in any judicial or other governmental investigation or proceeding, provided the other Party has been given prior notice and the disclosing Party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.
2. **INTELLECTUAL PROPERTY**
   1. Licensor shall be vested with and will continue to be vested with all rights, titles and interests in and to all the Licensed Work/s and Licensor’s Intellectual Property.
   2. Neither Party will acquire any rights with respect to the other Party’s Intellectual Property as a result of any use of any such Intellectual Property under this Agreement, and neither Party will in any way contest the other Party’s Intellectual Property, nor apply for any registration of any copyright, patent or trademark or other designation, or take any action that would affect the other Party’s ownership of its Intellectual Property or aid or abet anyone else in doing so, nor except as provided herein, use or authorize the use of any trademark, trade name, domain name or other designation identical with or confusingly similar to the other’s Intellectual Property, nor manufacture, distribute, offer for sale, advertise or promote any article, using, in connection therewith, any words and/or symbols and/or combinations thereof that are identical with or confusingly similar to any element of the other’s Intellectual Property, whether or not such element will have been protected by patent, copyright or trademark.
3. **LICENSOR’S REPRESENTATIONS AND WARRANTIES**

Licensor represents and warrants that:

* 1. Licensor has the right, power and authority to enter into and perform this Agreement and to grant to Licensee all of the rights herein granted and agreed to be granted to Licensee.
  2. To the best of Licensor's knowledge, the Licensed Work/s is produced in compliance with all laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies and it does not infringe upon any third party right.
  3. Licensor warrants with respect to each Licensed Work/s(s) it has the right to license such Licensed Work/s(s) on the terms provided in this Agreement and that such license does not violate the rights of any third parties in India.
  4. The Licensor shall provide a copy of the Central Board of Film Certification (CBFC) certificate to the Licensee with respect to the films in the Licensed Work/s at the time of delivering the said films under this Agreement.
  5. In respect of each of the Licensed Work/s, the Licensor shall deliver the copyright notice compliant with Section 52 A of the Copyright Act, 1957, giving details of the name and address of the copyright owner, distributor and confirmation of right to distribute such Licensed Work/s. Such notice shall be delivered within ten (10) days of delivering Licensed Work/s under this Agreement.
  6. The Licensed Work/s is produced in compliance with all laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies in India and it does not infringe upon any third party right in India.
  7. The Licensor represents and warrants that the Licensed Work/s(s) and underlying works contained therein constitute original work under the Copyright Act, 1957 and do not infringe / violate any right of any third person, including but not limited to intellectual property right, right of privacy, moral right etc. in India.
  8. Neither the Licensed Work/s(s) nor any portion thereof, or any of the underlying works comprised in the Film violate or infringe upon the trademark or trade names or any other right of any third party in India.
  9. There are no current, pending or threatened claims by any third party or any actions or proceedings before any court, arbitrator, administrative tribunal or governmental authority in relation to the Licensed Work/s against the Licensor pertaining to the rights granted herein in favour of Licensee.
  10. Licensor represents and warrants that, Licensor controls or is authorized to grant all rights necessary for exploitation of Licensed Work/s as provided herein, including, without limitation, all rights in copyright, including, without limitation and to the extent they may be implicated (if at all), the rights to copy, reproduce, perform, communicate to the public, distribute, rent or lend, sell, market, promote, exhibit, display, synchronize and prepare derivative works of all copyrightable subject matter embodied in Licensed Work/s, and all trademarks, trade names, trade dress, publicity rights and/or third party contractual rights. Licensor shall use reasonable endeavors to provide evidence to support its position as owner or controller of such rights, if required by Licensee. For the avoidance of doubt, Licensed Work/s includes any musical compositions and sound recordings embodied therein. Licensor represents and warrants that the exercise of the rights, licenses and permissions granted herein to or for the benefit of Licensee, its designees, and end users shall not violate or infringe the rights of any third party.

1. **LICENSEE’S REPRESENTATIONS AND WARRANTIES:**

Licensee represents and warrants that:

* 1. it has full title, power and authority to enter into, and fully perform its obligations under this Agreement and, that its performance under this Agreement, will not violate the rights of any third party; and
  2. It shall ensure that at all times during the Term, ITUNES and other Platform shall implement Security Solution
  3. It shall comply with all the Applicable Laws and regulations

1. **MUTUAL REPRESENTATIONS AND WARRANTIES**

Both Parties have not nor any of its directors, officers, agents, employees, contractor(s), sub-contractor(s) or any other person acting for or on its offered, paid, promised to pay, or authorized the payment of any money or anything of value, to any government authority or any political party for the purpose of influencing any act or decision of such government authority or political party or direct business to any person, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; or engaged in any activity that would in any manner result in violation of any applicable anti-bribery and/or anti-corruption laws in India and/or the Foreign Corrupt Practices Act of the United States of America and/or under the UK Bribery Act, 2010;and (iv) its director, officer, agent, employees, or any other person acting for or on behalf of the foregoing has complied and shall continue to comply with all applicable anti-bribery and anti-corruption laws and regulations in (a) India (including the Prevention of Corruption Act, 1988); and engage only in legitimate business and ethical practices in commercial operations and also in relation to any third parties or governmental authorities; (b) anti-bribery or anti-corruption laws in India or the Foreign Corrupt Practices Act of the United States of America; (c) anti-bribery and anti-corruption laws and regulations under the UK Bribery Act, 2010.

1. **INDEMNITY**

Each of Licensor and Licensee will indemnify, and hold the other, its subsidiaries, affiliates, , employees and assignees, harmless of, from and against any cost or liability (including reasonable counsel fees), which may be sustained by such party or any of its subsidiaries, affiliates, assignees, licensees, Licensees, officers, directors or employees arising out of (i) a breach of the covenants, representations or warranties, contained in this Agreement, (ii) non-compliance with any applicable law, (iii) the exercise or attempted exercise of any of the rights herein granted to Licensee, or (iv) any acts of gross negligence or intentional misconduct by the Licensor.

1. **FORCE MAJEURE**

If either Party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including but not limited to, war, national emergency, flood, earthquake, strike or lockout or any regulation or order of any competent statutory or judicial authority or of any government), the Party unable to fulfill its obligations shall immediately give notice of this to the other Party and shall do everything in its power to resume full performance. If the period of incapacity exceeds seven (7) consecutive days, then this Agreement shall automatically terminate unless the Parties first agree otherwise in writing.

1. **ARBITRATION, JURISDICTION AND GOVERNING LAW**
   1. This Agreement shall be governed and construed in accordance with the laws of India.
   2. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement, either Party to the dispute may give notice of invocation of the arbitration provisions contained herein, to the other Party in writing. The Parties shall mutually appoint a sole arbitrator and in the event the Parties fail to agree on a sole arbitrator, the dispute shall be referred to a panel of three arbitrators, one to be appointed by Licensor, the other by the Licensee and the third arbitrator to be jointly appointed by the two arbitrators so appointed. It is agreed that the Parties shall bear all costs and expenses of the arbitration equally.
   3. The venue of the arbitration shall be Mumbai (India). The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The proceedings of arbitration shall be in English language.
   4. Subject to the provisions of this clause, the Courts having the jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Courts are entitled to determine under the Act, including, without limitation, provisions of interim reliefs under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996 shall exclusively be courts of Mumbai, India.
2. **WAIVER**

No failure to exercise and no delay in exercising on the part of any of the Parties hereto, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof, or the exercise of any other right.

1. **AMENDMENT**

No amendment, novation or variation of this Agreement attached hereto shall be binding or have any effect unless in writing and signed by or on behalf of the Parties to this Agreement.

1. **SEVERABILITY**

In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

1. **ENTIRE AGREEMENT**

This Agreement shall constitute an entire agreement and understanding agreed between the Parties relating to the subject matter of this Agreement and supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties.

1. **INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.

1. **NOTICES**

All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement. The Parties may, from time to time, change their respective addresses or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (seven) days prior written notice.

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| --- | --- |
| Signed by the  Within named Licensor    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Authorized Signatory | Signed by the  Within named Licensee    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Suri Gopalan |

**EXHIBIT A**

**DELIVERY SPECIFICATION**

**Feature File**

Provide a feature master title(s) file.

Acceptable master formats if submitted completely encoded in spec (for both feature and trailers) include:

* Pro Res on a Hard Drive

- or delivery through Aspera

If submitting for encoding services, include (in order of preference):

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- HD Cam SR

- HD Cam

- D5

- Digibeta

The Final Feature and Trailer file will need to be submitted in the following format:

- Apple ProRes 422(HQ)

- ITU-R BT.709 color space, file tagged correctly as 709.

- VBR expected at -220 Mbps

- 1920 x 1080 square pixel aspect ratio material

- Native frame rate of original source:

1. 29.97 interlaced frames per second for video sourced
2. 24 or 25 progressive frames per second for film sourced
3. 23.976 progressive frames for inverse telecine sourced from film

The feature and trailer need to be the best quality available, same aspect ratio. For Ex: If the feature is sent16x9 the trailer should be 16x9. If a 16:9 version is possible, a 4:3 will not be accepted. The format should be the same as well. For Ex: If the feature is 23.98 then the trailer should be 23.98.

Content can be delivered matted: letterbox, pillbox or window box but consistency is very important when sending both assets.

\* Telecine materials will not be accepted

* We do not require a specific naming convention.

2▪ ☐ Trailer

Include a trailer for the feature. Acceptable master formats for both the trailer and the feature are defined above along with file type.

\* If no trailer exists or if the submitted trailer is unacceptable on the basis of audio/visual content that is not permitted for viewers of all ages, then a new trailer is created using the first 2 minutes of the film. The fee for creating a trailer is an additional $125.

\*\* All delivered features and trailers must begin and end specifically with only one-second of black according to its native frame rate. There must be one-second of black at the front and back of the title or clip that is delivered. As specifically required by us, if not included will be charged an editing fee.

3▪ ☐ Metadata

Fill out the Metadata spreadsheet.

Be sure to fill in each column with the details necessary. Vista will add the Vendor ID which is the title's SKU number, used to locate and verify the title. Also include the territories the title will be delivered to. The rating is very important. Make sure that the ratings for the movie/TV is included for each territory that it will be distributed. (Remember that when the title has already been rated in a country, it must be given the same rating when delivered) and the other specific items on the spreadsheet that specifically correspond to the title request.

Do not forget to fill out the chapter stops spreadsheet and specifically indicate the chapter titles and chapter time code. A Chapter is marked for every last frame before the start of a song.

For India titles the address of the copyright owner must be included in the metadata.

* For e.g. - Statutory declaration under section 52A of the Copyright Act, 1957 (as amended): We, [*Company Name*], located at [*P.O. Box. -* ], Mumbai – 4000.., India; hereby declare that we are the owners/ right holders of the copyright for distributing this cinematograph film, having secured necessary consent and license from the producer of the film. The following details shall be displayed:

In case of cinematograph film:

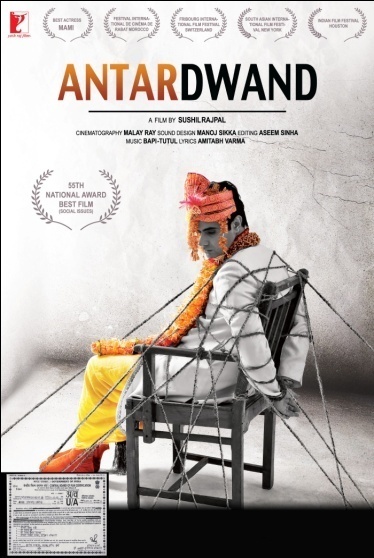
4▪ ☐ ART

Next, include cover art. This picture you will send will be the jpg file most likely to represent the film on the Platform to which we will deliver the titles. The pieces that need to be delivered include -

1. Layered PSD file
2. JPEG (quality unconstrained) .jpg file with the censor certificate for titles going live in India
3. JPEG (quality unconstrained) .jpg file without the censor certificate for titles going live outside India
   1. Spec details include –

* RGB (screen standard)
* Images must be at least 300dpi
* 2:3 Aspect Ratio
* 2000x3000 pixels with certificate size 500x383

\* India titles must have the certificate of copyright included in the lower left hand corner of the poster art. (example provided)



- The Poster Art from the film must contain key art and title. Credits blockDVD cover, release date, website, promotional tagging and other elements should not be included on the picture.

\* Poster Art must not display the film ratings.

5▪ ☐ Subtitles and CC Files

A. Each international title requires a subtitle file. This file is the written text of the film dialogue. The file needs to be a .srt or .stl. If there has never been closed captioning done for the movie/TV title(s) you are delivering, you will need to include a cc file as well. (If there has never been closed captioning done for the title(s) then a CC Letter will need to be provided. "Subtitle (.srt) files are required for both, the full film and the trailer".

A sample CC letter will be provided.

☐ CC Files

B. If closed captioning has been done for the title(s) then a closed caption file needs to be provided. The file must be provided as an .scc file or a .cap file:

1. .scc file at 29.97 fps
2. .cap file at 29.97 fps

6▪ ☐ Best Source Letter (not at delivery – only when asset fails and the letter is requested)

The Producer/International owner of feature/TV title(s) rights must provide a best source

letter when the file or asset of the feature or television program is the best source available and the only one on the market. If there isn't another source such as a DVD that has been created for the asset in question, (It is the responsibility of the client to verify there is not another market source. If there is one such as a DVD, it will be compared to the file delivered by the client and if the DVD is a better source the client will be required to provide a better source or the same source used to create the DVD) a best source letter must be provided in order to continue with the services for the title(s) delivered by the client.

A sample Best Source file will be provided.

**EXHIBIT B**

**LICENSED WORK**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Title** | **Territory** | **Dubbing**  **Rights** | **License Period End Date, if any.** |
|  |  |  |  |  |