**TRANSACTIONAL CONTENT LICENSE AGREEMENT**

This Agreement (hereinafter referred to as the “**Agreement**”) made and entered into at [●] this [●] day of [●] (“**Effective Date**”)

**BY AND BETWEEN**

|  |  |
| --- | --- |
| [●]**,**having its registered office at [●] (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.,** located at 333 W Maude Ave #207 Sunnyvale, CA 94085(hereinafter referred to as the “**Licensee/Company**” 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**”.

**WHEREAS**

1. The Licensee has entered into an agreement with Google lnc, and Google lreland Limited (collectively and individually "**Google**") for distribution of audiovisual content through Google Services (defined below).
2. The Licensor is the owner / right holder of the Program.
3. Pursuant to discussions, 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:

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**:

1. **DEFINITIONS**
	1. “**Device/s**” 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 etc from which end users can access the Program by any means including without limitation via the internet or over the air cellular networks which can facilitate access to the Google Services;
	2. **“Download”** means the method of delivering content via the Internet to a Device where such content is stored on the Device for viewing whether or not the Device is connected to the Internet during such viewing (i) for VOD, during the End User License Period, and (ii) for EST.
	3. **“Encryption Provider”** means Akamai Technologies, Limelight Networks, Level3 Communications, and any other third party encrypted streaming provider.
	4. **“End User License Period”** means the limited period of time when an end user may view a purchased Program. Unless otherwise agreed upon by the Parties during the Term, the End User License Period will be at least 48 hours after viewing begins and 30 days after purchase of a Program. Notwithstanding the foregoing, Licensor agrees that, in the event that the End User License Period applied to any Program distributed under this Agreement is more restrictive at any time during the Term than any end user license period applied to the same Program distributed by any other distributor (e.g., Amazon, iTunes), Licensor shall notify Licensee and Licensee shall have the right to alter the End User License Period to match such less restrictive end user license period. Upon expiration or termination of this Agreement (or removal of a specific Program from availability on a VOD or EST basis pursuant to clause 3.2), end users will be permitted to continue to view each previously purchased Program for the remaining duration of the applicable End User License Period.
	5. **“EST”** means electronic sell-through, where an end user obtains the right to access an EST Program through Streaming and/or Download in response to such end user’s request and view such EST Program for an unlimited number of times. For the avoidance of doubt, no End User License Period shall apply to EST Programs.
	6. **“EST Digital Locker Functionality”** means the functionality of the EST service that allows an end user’s EST Program to be managed by a “digital locker”, which enables an end user to access and obtain on demand at such end user’s discretion a Stream and/or Download of a previously acquired EST Program.
	7. **“EST Program”** means any content/ Program provided to Licensee under this Agreement on an EST basis.
	8. **“EST Revenues”** means revenues received by Licensee from fees charged by Google for making the EST Programs available to end users on an EST basis.
	9. **“Google Services”** means the YouTube Service, APIs, applications, and other Google websites, products, and services.
	10. **“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.;
	11. **“Library VOD Program**” means any Program which is not a New Release Program.
	12. “**New Release VOD Program**” means a Program first made available for VOD distribution on or before its initial home video release in the Territory and which is within 6 months from its initial theatrical release in the Territory, as of the applicable VOD distribution.
	13. **“Program”** means any VOD Program or EST Program.
	14. **“Licensor Content”** means the audiovisual content (including but not limited to any Programs) and related metadata and materials made available to Licensee by Licensor pursuant to this Agreement. For the avoidance of doubt, EST Programs and VOD Programs are Licensor Content.
	15. “**Licensed Platform**” shall mean the platform on which the Program will be viewed by end users via Streaming and/ or Download and which shall be owned, managed and operated by Google;
	16. **“Licensed Rights”** shall have the meaning ascribed to it in clause 2.
	17. **“Streaming”** means the method of delivering content via the Internet to an end user where such content is not stored on an end user’s data storage device or, if it is stored, is done so on a temporary basis. A single instance of such content delivery is a “Stream”. If the end user desires to view such content a subsequent time, the content will need to be delivered via the Internet to an end user once again.
	18. “**Taxes**” shall mean all central, state, local, foreign and other net income, gross income, gross receipts, sales, use, value added, goods and services, consumption, ad valorem, transfer, franchise, profits, withholding, payroll, excise, stamp, real or personal property, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, including any related penalties and interest, imposed by any federal, territorial, state, local, or foreign government or any agency or political subdivision of any such government (each, a “Taxing Authority”).
	19. **“Term”** shall mean have the meaning ascribed in clause 8.1.
	20. **“Territory”** means the region(s) specified in Annexure III to this Agreement.
	21. **“VOD”** means transactional video-on-demand whereby an end user obtains the right to access a specific item of content via Streaming, Download and/or application and view such content for an unlimited number of times during the End User License Period for such content.
	22. **“VOD Program”** means any content provided to Licensee under this Agreement on a VOD basis.
	23. **“VOD Revenues”** means revenues recognized by Google from fees charged by Google for making the VOD Programs available to end users on a VOD basis.
	24. **“YouTube Service”** means the service known as YouTube provided from the YouTube website, including all mirror and derivative sites, all replacements or successor versions thereof, and all international versions thereof, as accessed by web-browser (including via PC, mobile and TV devices), API, or application.
	25. “**YouTube User Account**” means a user account or accounts that Licensor creates on the YouTube Website and with which Licensor Content will be associated. Such YouTube User Account will provide various functionalities to, by way of example and not limitation, permit Licensor to manage the display of Licensor Content on YouTube.
2. **Grant of Rights (“Licensed Rights”):**
	1. Licensor grants to Licensee and its affiliates a non-exclusive, limited right (but not the obligation) and license to host, cache, route, transmit, store, reproduce, copy, distribute, perform, display, reformat, excerpt, analyze, and otherwise use Licensor Content to (a) host the Licensor Content on servers owned or controlled by Google; (b) index Licensor Content; (c) display, perform, and distribute Licensor Content on a VOD and EST basis on the Google Services to end users in the Territory during the Term; and (d) make improvements to the Google Services. The foregoing includes all necessary licenses to use the compositions and sound recordings of any music included in the Licensor Content in order to host, index, display, perform, synchronize, and distribute the Licensor Content (except for the necessary rights and permissions for the public performance in the United States of the musical compositions embodied in Licensor Content), and the right to modify Licensor Content to the extent technically necessary to index and display Licensor Content. For the avoidance of doubt, the licenses granted in this clause 2.1 include the right for Licensee or its authorized third party) to repurpose Licensor Content which has been ingested pursuant to this Agreement for distribution in additional territories (not covered by this Agreement) where Licensee is granted the right to distribute the same content by Licensor and to otherwise exploit Licensor Content.
	2. Licensor agrees that Licensee may make the Programs available in High Definition (**“HD”**) quality or Standard Definition (**“SD”**) quality. If an end user purchases an HD version of an EST Program, Licensee may also provide the end user with an SD version of the Program in order to fill the screen of the applicable display on the end user’s device. In addition, Licensee may bundle any Program with other Programs from Licensor or content from other providers (**“Bundled Programs”**). Licensee may also excerpt and display a clip of the first two minutes from any Program as a preview of such Program for end users (**“Preview Clip”**). Any Preview Clip will be displayed to the end users at no charge to either the end user or Licensee. As of now Licensee is not doing any Bundled Programs. Licensee will intimate Licensor If Licensee has bundle any Program with other Programs from Licensor or content from other providers.
	3. Licensor grants Licensee the right (but not the obligation) to sublicense to Encryption Providers the licenses granted to Licensee in this clause 2.1 for the purpose of applying encrypted streaming technology. Licensor shall make available caption and subtitle files for all Programs where available or where required by law. In the event that Licensor does not make available caption files for a Program, Licensee or a it’s authorized third party may create caption files for each such Program and display such captions in connection with each such Program.
	4. **EST Digital Locker Functionality:** Licensor also grants to Licensee the right to enable EST Digital Locker Functionality for the EST Programs. In the event the Agreement is terminated by either Party or expires, then Google’s right to enable EST Digital Locker Functionality for EST Programs shall survive for the greater of either twenty (20) years following any such expiration or termination or until Licensor’s rights to such content expires. Notwithstanding any of the foregoing, Licensee/ Google will have the opportunity to provide end users with at least ninety (90) days prior notice of any planned disablement of the EST Digital Locker Functionality whereupon end users may make at least one personal copy of any affected EST Program utilizing the EST Digital Locker Functionality prior to the planned disablement without additional charge to the end user.
	5. **Brand Features License and Additional Licenses:** Licensor grants to Licensee a non-exclusive, limited, worldwide, royalty-free license to use (a) any trademarks, trade names, domain names, designs, and logos (**“Brand Features”**) provided by Licensor in connection with Licensor Content and/or (b) any images from the Licensor Content, in each case to fulfill Licensee’s obligations under this Agreement, market and promote the VOD and EST services and/or the availability of Licensor Content on the VOD and EST services, and to include in partner lists and presentations. In addition, Licensee will have the right to use the Brand Features, any advertising materials provided by Licensor, and any images associated with the Licensor Content to market and promote the YouTube VOD and/or EST service and/or availability of Programs to end users.
	6. Furthermore, the Licensor acknowledges and agrees that the Licensee may choose to promote the Licensed Works(s) on all their social media handles and/or other publicity touchpoints, highlighting the delivery or aggregation services that has been offered by the Licensee. The same shall be done only after the Licensed Works(s) go live on the Platform/Service.
3. **OBLIGATIONS.**
	1. **Delivery, Price, Territorial Limitations, and Other Obligations:**
4. Licensor will make available each Program (with associated trailers, clips, artwork, extracts, synopses, photographs, caption files, subtitle files, ratings, and metadata) in by a Google-approved delivery process where each delivered item is in a Google-approved format with any videos as close to original video source as possible (HD quality and, where not possible, SD quality) and with highest audio quality available.
5. Licensor will deliver metadata via an XML metadata feed pursuant to specifications provided by Licensee, or by such other method as Licensee may specify during the Term.
6. Licensee may modify the required delivery formats and process at any time upon notice to Licensor and Licensor agrees to comply with such modified specifications for any subsequent delivery of Licensor Content.
7. Licensor will be solely responsible for preparing and delivering the Licensor Content to the Licensee.
8. Licensor will specify in Annexure III the territorial limitations for streaming Licensor Content, and may set other limitations on distribution and display via Google Services other than the YouTube Website if Licensee/ Google make such limitations available to Licensor.
9. Licensee will make available to Licensor in the metadata feed or by other means the ability for Licensor to indicate (a) which videos of Licensor Content it wishes to make available on a VOD and/or EST basis and (b) the suggested price that Licensor wishes to charge for the VOD and/or EST transaction for each such video, provided that Licensee reserves the right to set the actual retail price for each such video in its sole discretion.
10. Licensor agrees: (a) Licensor’s VOD windows applicable to the Licensor Content made available to Licensee under this Agreement will be no more restrictive with respect to territory or duration than the VOD windows applicable to such content when made available by any similarly situated distributors (e.g., Amazon, iTunes);
11. Licensor will make available to Licensee each Program (together with associated caption files, subtitle files, ratings, trailers, clips, artwork, extracts, synopses, photographs, and metadata) in one of the formats specified by Licensee with any Programs as close to original video source as possible (HD quality and, where not possible, SD quality) and with highest audio quality available. Licensor will only deliver metadata or trailers/clips that are reasonably indicative of the actual content of the associated Program. Licensor will provide Licensee with the relevant rating information in each country in the Territory about particular Programs in the metadata for such Programs, where available. Licensee shall not be liable for the accuracy of such ratings so long as it displays the ratings made available by Licensor. As described in clause 3.2 below, Licensor may designate certain content to be removed from availability as Programs through means provided by Licensee, and Licensee will use commercially reasonable efforts to remove such content from availability, provided that end users will be permitted to continue to view each item of previously purchased Programs for the remainder of the applicable End User License Period. Licensee may disable distribution for any and all Programs at any time in its sole discretion with no liability to Licensee.
12. Licensee will use commercially reasonable efforts to protect Programs from unauthorized display and/or copying while delivering such content to the end user on a VOD or EST basis. In particular, Google or its Encryption Licensor will utilize means of prohibiting public access to Programs and establish security procedures intended to limit Program purchases and playback of Programs to the licensed territories.
	1. **Removal.** If content creates any liability or harm the integrity of Google Server than Licensee / Google will stop displaying the content.
13. **FINANCIAL TERMS.**
	1. **Revenue Share, Payments, Reports:** Gross Revenue which is received from Google shall be shared between Licensor & Licensee: in the ratio of 80 (Licensor): 20 (Licensee).

 (i) “Gross Revenue” shall mean the revenue received from Google by the Licensee.

(ii) “Deductible Expenses” shall mean the following costs and expenses if incurred by the Licensee at actual and shall be payable upfront.

a) Encoding Expenses capped as $ 200 and same shall be recouped by Licensee from the Netflix Revenue of the Licensor or at the option of the Licensor be paid upfront.

b) The amounts to be paid by the Licensee under this Agreement shall include all value added, goods and services, and similar Taxes. If Licensor is required by applicable law to collect such Taxes from the Licensee, the Licensor shall pay and bear such Taxes and shall promptly provide the Licensee with a valid tax invoice that fully meets the requirements of the taxing authority of the jurisdiction in which such Taxes are due. The Licensee may withhold from its payments or credits any Taxes required by law unless the Licensor provides the Licensee with documentation sufficient to verify that the Licensor is exempt, and withholding is not required (or that withholding is required at a lower rate, in which case the Licensee shall withhold at such lower rate). With respect to any Taxes required to be withheld for Indian tax purposes on payments or credits by the Licensee to the Licensor, the Licensor shall timely provide all documentation and representations to the Licensee sufficient to establish a reduced or zero rate of withholding (including without limitation a Section 197 Certificate). To the extent amounts are withheld by the Licensor, such withheld amounts shall be treated for all purposes as having been paid or credited to the person in respect of whom such withholding was made. Except as expressly set out herein, each party shall, as set forth in more detail in Clause 11, indemnify the other for failure to pay any Taxes payable by such party pursuant to this section and/or applicable law.

It is understood between the Parties that other than VOD Revenues and EST Revenues, Google would be entitled to all other revenues derived from Google Services. For the avoidance of doubt, no other payments other than the revenue share described in this clause 4 shall be due to Licensor with respect Programs made available on a VOD or EST basis.

* 1. Payments by Licensee will be sent within approximately 90 days after the end of each calendar month, if any.
	2. It is understood between the Parties that when Licensor’s monthly earned balance is less than $100, Licensee reserves the right to defer payment until the balance exceeds $100 at which time it will be paid to Licensor in accordance with the preceding sentence.
	3. Any payments from Licensee to Licensor will be made via payment means designated by Licensee in United States dollars.
	4. Within 60 days after each month, Licensee will make available to Licensor non-financially binding sales report listing the number of VOD and EST purchases and Licensor’s revenue share of the EST Revenues and VOD Revenues, if any, by Program by day for each prior month.
	5. Licensee/ Google may create an account for Licensor to access information about payments owed to Licensor.
	6. To ensure proper payment, Licensor is responsible for providing and maintaining accurate contact and payment information associated with its account, which may include Form W-9 or Form W-8 and a U.S. tax identification number, if applicable.
1. **CONFIDENTIALITY:**

Neither party will disclose the terms of this Agreement to any third party, or issue any public announcement regarding the terms of this Agreement, without the other party’s prior written agreement. The Parties shall not disclose to any third parties non-public information disclosed by one party to the other under this Agreement, and shall protect such information applying the same degree of care used by the Parties to protect their own confidential information. If this Agreement or any confidential information of either Party is required to be produced by law, the noticed party will promptly notify the other party and cooperate to obtain an appropriate protective order prior to disclosing any confidential information.

1. **REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION**

Each Party represents and warrants that it has authority to enter into the Agreement. Licensor represents and warrants that Licensor (a) it has and will maintain throughout the Term all necessary rights in order for (i) it to fully perform its obligations under this Agreement; (ii) it to grant the licenses set forth in clause 2, and that (iii) Licensee to use the Licensor Content, Licensor Brand Features, and any other materials provided to Licensee by Licensor as permitted herein; and (b) the Licensor Content, the Licensor Brand Features, any other materials provided to Licensee by Licensor and/or Licensee’s authorized use thereof do not infringe any third party rights, including but not limited to rights arising from contracts between Licensor and third parties, copyright, trademark, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or proprietary rights. Each party shall indemnify, defend and hold harmless the other and their affiliates, directors, officers, employees, and agents from third party claims arising from or related to a breach of such party’s representations and warranties. Licensor shall indemnify, defend and hold harmless Licensee and its affiliates, directors, officers, employees, and agents from third party claims arising from or related to Licensee’s authorized use of any Licensor Content, Licensor Brand Features, and/or any other materials provided by Licensor to License under this Agreement. The Licensor acknowledges and agrees that in the event the Licensee shall pay the installment so due to the Licensor only upon the receipt of the same from The Designated Platform. The Licensor further acknowledges and agrees that the Licensor shall not hold, at any point, the Licensee liable if Designated Platform defaults is making the necessary payments.

1. **DISCLAIMERS, LIMITATIONS OF LIABILITY:**

THE PARTIES MAKE NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPORSE, AND NONINFRINGMENT (B) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY, AND/OR CONTENT PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY LIMITATIONS ON USER ACCESS TO OR USE OF CONTENT; AND (C) WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS, TECHNOLOGY, OR NETWORKS. LICENSEE MAKES NO WARRANTY THAT GOOGLE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE RESULTS OR INFORMATION OBTAINED FROM USE OF GOOGLE SERVICES WILL BE ACCURATE OR RELIABLE. EXCEPT FOR THE INDEMNITIES IN CLAUSE 6, A BREACH OF CLAUSE 5 (CONFIDENTIALITY); OR FRAUD OR WILLFUL, INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES ARISING FROM OR RELATED TO THIS AGREEMENT; AND (II) NEITHER PARTY’S AGGREGATE LIABILITY (INCLUDING ANY LIABILITY FOR STATUTORY DAMAGES) FOR ANY AND ALL CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT WILL EXCEED $50,000.

1. **TERM, TERMINATION AND SURVIVAL.**
	1. **Term:** mean a period of [ ] years subject to renewal of the Agreement.
	2. **Termination:** Either Party may end this Agreement for convenience or for cause on 30 days written notice. All licenses granted in this Agreement will expire upon termination. Upon any expiration or termination of this Agreement, in the case of VOD, end users may continue to view their previously purchased VOD Programs for the remaining duration of their individual End User License Period and, in the case of EST, end users may continue to view their previously purchased EST Programs in perpetuity subject to clause 2.4.
	3. **Survival:** Section 1, 2.4, 5, 6, 7, 8.1, 9 and 10 survive termination.
	4. **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 third parties to distribute the Program 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.
		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 Programs, CDs, tapes, marks, trademarks, or destroy the same and provide the Licensor with a certificate stating that the afore-mentioned has been destroyed.
		4. Upon expiration or termination of this Agreement, Licensee will intimate Licensor before removal the Licensor Content.

1. **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 Programs 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.
2. **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.

1. **BACKUP:**
	1. The Licensor acknowledges that the Licensee, under no circumstances, shall be liable to keep a backup of the Licensed Work once the same has been delivered to the platform.
	2. The Licensor acknowledges that the Licensee need not seek the approval of the Licensor before destroying the back up once the Licensed Work has been delivered to the platform.
	3. The Licensor further acknowledges and agrees that in the event the Licensor wishes the Licensee provide the back-up, on the Licensor’s hard drive, the Licensor shall inform the Licensee of the same within 3 days from the time the content is delivered to the desired platform and an amount of US $50 (United States Dollars Fifty only) per title / per version shall be recouped from the License Fee for the same in the first installment.
2. **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.
3. **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.

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

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

**ANNEXURE-I WHOLESALE PRICES**

|  |  |
| --- | --- |
| **EST Wholesale Price Tiers: India in INR** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 450 / 550 |
|
| 2  | 350 / 475  |
|
| 3 | 300 / 400 |
|
| 4 | 200 / 300  |
|
| 5 | 100 / 200  |
|
| 6 | 50 / 100  |
|

|  |  |
| --- | --- |
| **United Kingdom in GBP** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 5.80 / 7.50 |
|
| 2  | 4.00 / 4.60  |
|
| 3 | 3.00 / 3.50 |
|
| 4 | 2.00 / 2.50  |
|

|  |  |
| --- | --- |
| **United States of America in USD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 10.50 / 14.00 |
|
| 2  | 7.00 / 9.00  |
|
| 3 | 4.00 / 5.00 |
|
| 4 | 2.00 / 3.00  |
|

|  |  |
| --- | --- |
| **Canada in CAD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 12.00 / 15.00 |
|
| 2  | 9.00 / 11.00  |
|
| 3 | 5.00 / 7.00 |
|
| 4 | 3.00 / 4.00  |
|

|  |  |
| --- | --- |
| **Australia in AUD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 15.20 / 18.20 |
|
| 2  | 12.50 / 15.00  |
|
| 3 | 9.50 / 11.00 |
|
| 4 | 5.50 / 7.50  |
|

|  |  |
| --- | --- |
| **VOD Wholesale Price Tiers: India in INR** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| 1  | 100 / 150 |
|
| 2  | 50 / 100  |
|
| 3 | 25 / 50 |
|

|  |  |
| --- | --- |
| **United Kingdom in GBP** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| Current Window (New Release) | 3.49 / 3.99 |
|
| Library Window (Catalogue)  | 2.49 / 2.99  |
|

|  |  |
| --- | --- |
| **United States of America in USD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| Current Window (New Release) | 3.99 / 4.49 |
|
| Library Window (Catalogue)  | 2.99 / 3.49  |
|

|  |  |
| --- | --- |
| **Canada in CAD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| Current Window (New Release) | 4.99 / 5.49 |
|
| Library Window (Catalogue)  | 3.99 / 4.49  |
|

|  |  |
| --- | --- |
| **Australia in AUD** |  |
| ***Tier***  | ***SD / HD Wholesale Price***  |
|
| Current Window (New Release) | 5.99 / 6.99 |
|
| Library Window (Catalogue)  | 3.99 / 4.99  |
|

**ANNEXURE-II**

**DELIVERY SPECIFICATION**

1. Feature File

Provide a feature master title(s) file.

Acceptable master formats if submitted completely encoded in spec (feature) include:

* Apple Pro Res 422 HQ on a Hard Drive

 - or through Digital Delivery

The Final Feature 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

 - Original Aspect Ratio

 - 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.
1. 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.

\*\* 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.

1. Subtitles and CC / SDH Files

Each international title requires a subtitle file. This file is the written text of the film dialogue. The file needs to be a .srt. A closed caption file is required for English Language content to be made live in the US territory. "Subtitle (.srt) files are required for both, the full film and the trailer".

1. Forced narrative subtitles (\*if required) - .srt format. E.g. If a Tamil (native audio) film has English (non-native) dialogues spoken in it, then we would require the subtitles in Tamil language, only for these English (non-native) dialogues. Kindly note, this asset requirement is completely dependent on the nature of the film and can only be confirmed once the feature file has approved in our QC. This asset can either be provided by you or can be originated at our end at an additional cost.
2. ART

Next, include cover art. This picture you will send will be the jpg file most likely to represent the film on the platforms 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
	1. Spec details include –
* RGB (screen standard)
* Images must be at least 300dpi
* 2:3 Aspect Ratio
* 1400x2100 pixels with India Censor Certificate (Only for India)

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

 \* Poster Art must not display the film ratings.

1. 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:

**ANNEXURE-III**

**PROGRAMS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.**  | **Work**  | **Territory** | **Dubbing****Rights** | **Delivery Date** |
|  |  |  |  |  |