**LICENSE AGREEMENT**

This License Agreement **(“License Agreement**”) made on this [ ] day of [ ], 2019 at [ ] (the "**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;**

**AND**

**Vista India Digital Media Inc.,** located at 333 W Maude Ave #207 Sunnyvale, CA 94085 (hereinafter referred to as “**Licensee**” which expression shall, unless repugnant to the context thereto, include its successors in title, permitted assigns, affiliates, subsidiaries and directors) of the **SECOND PART**;

The aforesaid parties shall be individually be referred to as ‘**Party**’ and collectively as ‘**Parties**’.

**WHEREAS:**

1. The Licensee has entered into an agreement with Netflix Inc. dated February 24, 2014 (“**Master Agreement**”). The said Master Agreement was subsequently amended by Amendment #59 and Joinder to License Agreement for Internet Transmission dated January 5, 2017 (“**Amendment Agreement**”). Vide the Amendment Agreement, Netflix Global LLC has been joined as party to the Master Agreement with effect from the effective date of the said agreement. As per the Amendment Agreement, Netflix, Inc. will only be responsible for and shall have obligations solely with respect to the US Territory (i.e. United States and its territories, possessions, commonwealths and protectorates) while Netflix Global LLC will only be responsible for and shall have obligations solely with respect to the territory outside of the US Territory.
2. The Licensor is inter alia engaged in the business of acquiring and distributing film / episode and all other rights of whatsoever nature including all copyrights therein.
3. The Licensee is engaged in the business of distributing certain visual and entertainment products.
4. Pursuant to discussions, Licensor has agreed to grant Licensed Rights (as defined in Clause 1.19) in favour of the Licensee for exploitation over Netflix Enabled Device (as defined in Clause 1.25) in the Territory (as defined in Clause 1.37) strictly as per terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the below mentioned conditions and covenants, the adequacy of which the Parties hereby acknowledge, it is agreed as follows:

1. **DEFINITIONS**

Unless otherwise defined in this Agreement, the following terms shall have the meaning ascribed to them hereunder:

* 1. “**Ad Supported**” shall mean the delivery and/or exhibition of a motion picture, television show or other entertainment product by means of over the air signals, cable, satellite or any other electronic or non-tangible means (whether now known or hereafter devised) where the consumer is required to view and/or is otherwise exposed to commercial messages or interruptions (whether display, interstitial or otherwise).
  2. “**Affiliate**” means any business entity (whether existing as of the Effective Date or created, formed, reconstituted, merged or acquired in the future) which a party directly or indirectly controls, is controlled by, or is under common control with, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity or otherwise possesses the power to direct the affairs of the entity.
  3. “**Agreement**” shall mean this License Agreement and amendments thereto including any schedules, annexure and exhibits attached to it or incorporated in it by reference;
  4. “**AVOD”** means Ad Supported FVOD.
  5. “**Available to Licensor**” shall mean created by Licensor, an affiliate of Licensor, and/or licensee of Licensor, made available by Licensor, an affiliate of Licensor and/or licensee of Licensor to any third party, and/or is otherwise in the possession, custody and/or control of Licensor, affiliate, and/or licensee of Licensor.

* 1. “**Copyright**” shall have the meaning as assigned to it in The Copyright Act. 1957, and any and all amendments thereto;
  2. **“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/or 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;
  3. **“Deductible Expenses”** shallhave the meaning assigned to it in Clause 3.4.
  4. “**Delivery Language**” means the languages specified in Schedule A.
  5. “**EST”** shall mean the electronic delivery and/or exhibition of a motion picture, television show or other entertainment product, solely on a non-Ad Supported and non-subscription basis, where the timing of same is not pre-determined, but rather is at the consumer’s discretion, and for which the consumer is charged a separate material transactional (i.e., per Title) monetary fee (that is neither subsidized nor otherwise discounted by (i) the purchase of other products or services or (ii) promotions other than occasional, customary promotional offerings which are limited in scope and duration and which at no time offer the Titles for free) in exchange for the right to permanently download, retain and/or have access to view such motion picture, television show or other entertainment product.
  6. “**Free TV**” means the delivery and/or exhibition of a motion picture, television show or other entertainment product by means of over the air signals, cable, satellite or any other electronic or non-tangible means (whether now known or hereafter devised) which is free and/or Ad Supported and/or which is publicly funded, where such exhibition is made available to consumers on a Linear basis (*i.e.*, not on an On-Demand basis, such On-Demand exploitation constitutes FVOD).
  7. “**FVOD**” means the delivery and/or exhibition of a motion picture, television show and/or other entertainment product, where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer’s discretion (*i.e.*, on-demand), and in connection with which the consumer is not charged any fee or access charge, whether transactional, recurring, periodic, or other.
  8. “**High Definition**” shall mean a resolution of no less than 1080p.
  9. “**Home Video**” shall mean the commercial release of a motion picture, television show or other entertainment product for purchase and/or rental solely on physical media, such as DVD and/or Blu-ray disc, and not on an EST, TVOD, PPV or other electronic basis, for the sole purpose of viewing such audiovisual content in a non-public location where no admission fee is charged with respect to such viewing.
  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. **“Internet Transmission”** shall mean the transmission of data via Internet Protocol or any successor technology, including, without limitation, through use of client software contained on a Blu-ray disc or other optical media.
  12. “**License Fee**” shall have the meaning assigned to it in Clause 3.1.
  13. “**Licensed Languages**” means, for each Title hereunder, all languages, (including without limitation each Delivered Language) specified in Schedule A.
  14. **“Licensed Rights”** shall have the meaning ascribed to it in Clause 2.1.
  15. **“Licensed Work(s)”** shall mean Titles and other audio-visual works which may be added to the Schedule A from time to time, along with the Source Material, the Copyrights and other proprietary rights on which are owned by the Licensor.
  16. “**Linear**” shall mean a basis whereby the programmer of the applicable programming service determines the schedule for exhibition of programming and provides such programming in a continuous linear stream of content, and whereby all viewers accessing such programming service at a given point in time in a given time zone (e.g., eastern time zone) would be able to view the same exhibition of the same program at such point in time.
  17. “**MVPD**” shall mean cable operator, a direct broadcast satellite service, television receive-only satellite program distributor, a multichannel multipoint distribution service (however distributed), a facilities-based telephone company or IPTV operator, in each case, in its capacity of distributing a multichannel Linear television programming service and making available for purchase, by subscribers or customers, Linear television or Linear television-like video programming.
  18. **“Netflix”** shall mean Netflix Inc and Netflix Global LLC and shall include any of its Affiliates.
  19. “**Netflix Affiliates**” shall mean any entity (whether existing as of the Effective Date or created, formed, reconstituted, merged or acquired in the future) which Netflix directly or indirectly controls, is controlled by, or is under common control with or via third party partnership services due to legal, regulatory or political restrictions over ownership requirements.
  20. **“Netflix Enabling Device”** (hereinafter referred to as “**NED**”) shall mean for the avoidance of doubt, (i) the Netflix Service may be offered on devices capable of receiving data via Internet Protocol (or any successor network or technology) (each, a “Netflix Enabled Device”) where a member may make payment to a third party to use the Netflix Service (whether such payment is for an additional charge in order to access the Netflix Service and/or for the relevant subscription fee for the Netflix Service itself), and (ii) the Netflix Service may include interactive features, such as on-screen chat functionality or simultaneous or coordinated viewing or status postings to social networks as available via certain technology and/or devices (e.g., Smart TVs, etc.). Notwithstanding anything to the contrary in this Agreement, Netflix shall not be responsible or liable for any acts or omissions of, or resulting from a consumer’s use of, a Netflix Enabled Device and/or any third party software (including any user interface).
  21. “**Netflix Service**” shall mean a global subscription service that, among other things, provides subscribers (including, without limitation, free trial subscribers and promotional subscribers) with, among other things, access to motion pictures, television and other digital entertainment products.
  22. **“Net Receipts”** shall have the meaning as prescribed in Clause 3.2.
  23. “**Non-Theatrical**” means the delivery and / or exhibition of a motion picture, television show or other entertainment product to audiences at the physical facilities, (i) of airplanes, trains, ships and other forms of common carrier transportation, (ii) of schools, colleges and other educational institutions, government agencies, libraries, religious and civic groups, clubs and services organizations, (iii) of non-public areas of hotels, motels and other lodging, and/or (iv) shut-in institutions, prisons, hospitals, nursing homes, retirement centers, offshore drilling rigs, logging camps and construction camps, and for which exhibition an admission fee may be charged.
  24. “**On-Demand**” shall mean where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer’s discretion.
  25. “**Pay Per View**” or “**PPV**” shall mean the delivery and/or exhibition of a motion picture, television show or other entertainment product, solely on a non-Ad Supported basis and non-subscription basis, where the timing of the exhibition and selection of the same are pre-determined, and not at the consumer’s discretion, where the consumer is required to view the content over a limited period of time (not to exceed forty-eight (48) hours), and for which exhibition, the consumer is charged a separate material transactional (i.e.*,* per Title) monetary fee (that is neither subsidized nor otherwise discounted by (i) the purchase of other products or services or (ii) promotions other than occasional, customary promotional offerings which are limited in scope and duration and which at no time offer the Titles for free) in exchange for the right to view each motion picture, television show or other entertainment product.
  26. “**Pay TV**” shall mean the delivery and/or exhibition of a motion picture, television show or other entertainment product by means of over the air signals, cable, satellite or any other electronic or non-tangible means (whether now known or hereafter devised), which may be Ad Supported and where the consumer is charged a recurring fee and/or periodic access charge for a specified level of programming (whether such level includes a “basic” tier of programming services or channels (“Basic Pay TV”) and/or a “premium” tier of programming services or channels (e.g., HBO, Showtime, etc.) (collectively, “Premium Pay TV”) (i.e.*,* where a consumer is charged a separate fee for access to a specific channel or tier of channels which channel(s) are not primarily Ad Supported or primarily publicly supported)), where such exhibition is made available to the consumer on a Linear basis (i.e., not on an On-Demand basis, such On-Demand exploitation of premium pay TV constitutes “SVOD” (e.g., HBO Go, Showtime Anytime)).
  27. “**Source Material**” shall mean source files for the Titles and associated promotional materials (e.g., trailers, artwork, clips, stills, promotional materials, etc.) and metadata required to be delivered hereunder, provided by Licensor or its Affiliates and/or as otherwise approved by same (including without limitation audio files, captioning files for the deaf or hard of hearing, descriptive audio, music cue sheets, dub cards, Required Language Assets, Supplemental Language Assets, all other dubbing/subtitling files, Promotional Segments, Licensor Marketing Materials, all relevant Ratings or content classification information and credits), the Delivery specifications for which are detailed in Schedule B.
  28. “**Start Date**” means for each Title the date such Title may first be made available for exhibition on and distribution by Netflix in a Territory.
  29. **“Subscription Video-on-Demand” or “SVOD”** shall mean the delivery and/or exhibition of a motion picture, television show and/or other entertainment product, on an On-Demand basis, (which, for clarity, includes on a streaming and/or temporary download basis), in connection with which the consumer is charged a recurring fee and/or periodic access charge.
  30. “**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”).
  31. **“Term”** shall mean the period commencing on the Effective Date and ending on the expiration date of the last to expire licenses, rights or holdbacks granted hereunder.
  32. **“Territory”** shall be as per Schedule A.
  33. “**Theatrical**” shall mean the exhibition of a motion picture, television show or other entertainment product or program (regardless of the means of delivery) in conventional, drive in or special format (e.g., IMAX) theaters that are open to the general public and for which an admission fee is charged.
  34. “**Titles**” shall mean, those motion pictures, television programs and other digital entertainment products listed in the applicable Schedules or Exhibits, as such list may be updated from time to time by mutual written agreement of the parties. For the avoidance of doubt, “Titles” shall include any and all High Definition, special edition, director’s cut or other Licensed Language versions whether or not required to be delivered hereunder.
  35. “**Transactional Video-on-Demand**” or “**TVOD**” shall mean the delivery and exhibition of a motion picture, television show or other entertainment product, solely on a non-Ad Supported basis and non-subscription basis, where the timing of same is not pre-determined, but rather is at the consumer’s discretion, where the consumer is required to view the content over a limited period of time, and for which the consumer is charged a separate material transactional (i.e., per movie, and not bundled together or marketed as part of a “collection”) monetary fee (that is neither subsidized nor otherwise discounted by (i) the purchase of other products or services or (ii) promotions other than occasional, customary promotional offerings which are limited in scope and duration and which at no time offer the Titles for free) in exchange for the right to view each motion picture, television show or other entertainment product on a private basis for a limited period of time not to exceed forty-eight (48) hours from the time viewing is initiated by the consumer and not to exceed thirty (30) days from the date the consumer pays the separate transactional fee.
  36. “**Ultra-High Definition 4K**” means a resolution equal to or greater than 3840x2160 (whereby the width must be equal to or greater than 3840 pixels and the height must be 2160 pixels).
  37. **“User Interfaces”** shall mean web applications built using Application Programming Interfaces (commonly known as APIs) released by Netflix, which applications enable subscribers and potential subscribers to link to or otherwise use the Netflix Service on NEDs.

1. **GRANT OF LICENSE**
   1. The Licensor grants to the Licensee an irrevocable, exclusive license for Netflix Service to be used during the Term, in the Territory, in accordance with this Agreement as follows (“hereinafter referred as “**Licensed Rights**”):
2. Licensor hereby grants to Licensee and/or, at Licensee’s election, Licensee’s Affiliates and/or the successors and assigns of such Licensee Affiliates, during the Term the right and license to exhibit, distribute, sub-license, communicate to the public and make available the Titles (and associated Source Material) in any or all of the Licensed Languages on an SVOD basis (for clarity, including both streaming and temporary download) within the Territory in any and all formats and versions, regardless of whether Licensor is obligated to deliver such format or version pursuant to its obligations to deliver Source Material as set forth in Section 9 and the applicable Schedules and/or Exhibits, and the right to market and promote the Title.
3. Licensor’s grant of rights and license to the Licensee shall also include the limited, non-exclusive right and license to copy, install, compress, uncompress, decompress, encode, encrypt, decode, decrypt, display, use, cache, store and transmit the Titles (and associated Source Material) for purposes of such approved exhibition, distribution, communication to the public, and making available, as well as for limited screening, testing and demonstration purposes and all marketing and promotional rights described herein.
4. For clarity, Netflix shall exhibit each Title in each country of the Territory with the default language set to one of the Licensed Languages; provided, that the end-users of the Netflix Service may elect to view a Title with or without subtitles or dubs, and the end-user is permitted to set/change his or her default settings in such end-user’s discretion.
5. Licensor grants to Licensee during the Term a limited, non-exclusive right and license to copy, install, display, use, cache, store, transmit, exhibit, distribute and communicate to the public Licensor’s trademark(s) and logo(s) (collectively, “Licensor Marks”) for purposes of exercising its rights under this Agreement.
6. Commencing as of the Effective Date, Licensee / Netflix may market and promote the availability of a Title in any and all media. Licensor grants to the Licensee during the Term a limited, non-exclusive right and license to cut each Title to create (i) short promotional clips, each of which shall consist of no more than ten (10) minutes in length of a Title, or such longer duration in each case if permitted by applicable guild rules or other law, and (ii) up to six (6) still screen shots representative of a Title (each of (i) and (ii), a “Promotional Segment”) for purposes of marketing and promoting the availability of the Titles. Licensor further grants to the Licensee during the Term a limited, non-exclusive right and license to (a) exhibit, distribute, transmit and display Source Material (excluding the Titles but including the Promotional Segments and Licensor Marketing Materials) to subscribers and potential subscribers for purposes of marketing and promoting the availability of the Titles on the Netflix Service, or as otherwise approved by Licensor or its Affiliates, and (b) copy, install, compress, uncompress, encode, decode, encrypt, decrypt, display, use, cache, store and transmit such materials for purposes of such approved exhibition and distribution. For the avoidance of doubt, Licensee and / or Netflix need not encrypt promotional materials (including Promotional Segments and Licensor Marketing Materials).
7. For the avoidance of doubt, Netflix may offer the Netflix Service, including the Licensed Work on NEDs where a subscriber is required to use a third party service (including without limitation a User Interface) and/or make payment to such third party to use the Netflix Service (whether such payment is for an additional charge in order to access the Netflix Service and/or for the relevant subscription fee for the Netflix Service itself). Such third parties may also offer interactive features, such as on-screen chat functionality or simultaneous or coordinated viewing. By way of example only, the Netflix Service may be offered through a game console such as the Microsoft Xbox, wherein use of the Netflix Service by subscribers through such NED requires the payment of a recurring fee to Microsoft Corporation and/or payment of the relevant Netflix Service subscription fee to Microsoft Corporation.
8. It is agreed between the parties; Licensor shall allow Licensee to add their logo on beginning of the film / episode. The image of the logo has been provided hereinbelow in **Schedule C**.
9. 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.
   1. Notwithstanding anything stated herein, it is expressly agreed and understood that during the Term, the Licensee shall be entitled to exclusively exploit the Licensed Rights for Netflix Service of all Licensed Works in the manner provided in this Agreement.
   2. The Licensor shall however be entitled to exploit the Licensed Work for the Netflix Service through its own company. The Licensor however undertakes that during the Term of this Agreement, the Licensor shall not grant the Licensed Work for the Netflix Service to any third party.
   3. The Licensor shall be entitled to provide English sub-titles / closed captions of Licensed Works.
   4. Licensor shall deliver to the Licensee original language versions and English closed captions or English subtitles for the deaf and hard-of-hearing (“SDH”) versions and solely if required, fully conformed original language versions subtitled, dubbed and/or with descriptive audio, as specified in the applicable Schedules or Exhibits hereto (“Required Language Assets”), if any. All Required Language Assets shall be of first-class commercial quality and the Licensee shall have the right to reject any assets that do not meet these standards. In addition, Licensor shall create and deliver to the Licensee descriptive audio (“DA”) files in the English language (i.e., English language secondary audio files describing the programming for the blind or otherwise visually impaired), if Available to Licensor, at no cost to the Licensee / Netflix. The costs of all required versions of the Title shall be included in the License Fees. Licensor shall also provide the Licensee with localized name(s) of and artwork for each Title in each country in the Territory, including, without limitation, any artwork or localized Title or alternative names used in connection with the exploitation of any Title by Licensor or any other licensee of Licensor (e.g., if a Title is given an alternative name in connection with the Home Video exploitation in India than is used for the original SVOD exploitation in the United States, Licensor shall notify Licensee / Netflix and provide the Licensee with the localized name and artwork for the alternative name of the Title). If at any time during the Term additional language assets become Available to Licensor (to the extent not previously required to be delivered as a Required Language Asset; e.g., captioning/subtitling files for the deaf or hard of hearing in a Licensed Language other than English) (“Supplemental Language Assets”), Licensor shall (i) provide written notice to Netflix as soon as reasonably practical; and (ii) at Netflix’s option, deliver such Supplemental Language Assets to Netflix (to the extent not previously delivered) at no additional cost to Netflix within thirty (30) calendar days of Netflix’s request. Notwithstanding anything to the contrary in the Agreement, but without limiting Licensor’s obligations hereunder, Netflix shall have the right to create, have created, and/or acquire from a third party (in any and all languages): (a) translations/localizations of synopses and names of any and all Title; (b) subtitled and/or dubbed versions of any and all Titles (which assets shall be owned by Netflix and subject to cost-share); (c) closed caption, caption, SDH and/or DA versions of any and all Titles; and (d) edited versions of any and all Titles for any reason, including, without limitation, to (i) comply with applicable local laws, rules, practices, principles or mores in the Territory, (ii) address any third party Claim with respect to any Title(s), (iii) obtain the desired (or equivalent) Rating (as defined in Section 9.5 of this Agreement in any country in the Territory or to make the applicable Title appropriate for a different form of distribution permitted hereunder, e.g., removing obscenities and/or nudity for Linear exploitation or promotional use), or (iv) to conform delivery materials to Netflix’s then-current technical specifications.
   5. Short-Form License. Upon request by the Licensee, Licensor agrees to execute a short-form license for each Title and authorizes the Licensee and / or Netflix to record such document with the U.S. Copyright Office and provide such document to any other applicable agencies. The draft of the same has been attached as Schedule D herein below.
   6. China Distribution License. Upon request by Netflix, Licensor agrees to execute a China distribution license for each Title licensed for China, and Netflix agrees such China distribution license shall only be used as required for distribution of such Title in China (such as submission to the State Administration of Press, Publication, Radio, Film and Television of the People’s Republic of China or any successor organization thereto (“SAPPRFT”) by or on behalf of Netflix, or any China sub-licensee of Netflix). In the event of any conflict between this Agreement and the China distribution license, this Agreement shall control.
   7. It is agreed between the parties that the Licensor shall not grant the Licensed Work to any other SVOD, AVOD and FVOD platform during the Term of this Agreement.
   8. Chain-of-Title. All of the Licensee’s obligations under this Agreement are conditioned upon Licensor’s timely provision, and Licensee and / or Netflix’s acceptance, of all “chain-of-title documents” (i.e., all documents and/or agreements, waivers, releases which the Licensor and Netflix may deem reasonably necessary or appropriate to establish (a) all of Licensor’s rights in and to the Title and any other material utilized in connection with the Title, and (b) Licensor’s ability, in Licensor’s and Netflix’s sole judgment, to vest unconditionally in Licensor the rights granted to Licensor free of any encumbrances, claims, liens, demands or any other interests of any nature whatsoever as of the date hereof for the duration of the licenses granted in this Agreement, including as of the date of any payments due thereunder). For the avoidance of doubt, the Licensor’s and / or Netflix’s review of any chain-of-title documents shall not relieve Licensor of any of its representations, warranties and covenants in this Agreement or be deemed to have waived any of the Licensor’s rights hereunder.
10. **CONSIDERATION**
    1. The Licensee and Licensor have mutually agreed that the total license fee for exploitation of the Licensed Works on the Netflix Service during the Term is US $ [ ] (United States Dollars [] Only) (“**License Fee**”) for the Titles. Any updates and/or revisions in the list of cinematograph film / episodes shall be mutually discussed and agreed upon between the Parties.
    2. The Licensee shall remit the License Fee out of the Net Receipts to the Licensor, from each installment after deducting the taxes, as mentioned in Clause 3.8 here under, as per the applicable laws. (“**Net Receipts**”).
    3. License Fees shall be shared by Licensor and Licensee in the ratio of 80 (Licensor): 20 (Licensee).

* 1. Deductible Expenses shall mean actual cost for delivery of audio/visual packaging for SD and HD, Timed Text Conformance per language and Forced Narratives conformance shall be US$ 815 (United States Dollars Eight Hundred and Fifteen only) per title / per version or US$ 295 (United States Dollars Two Hundred and Ninety-Five Only) per episode, actual cost for creating and delivery of Poster Art of US$ 1,200 (United Dollars One Thousand Two Hundred only) **or** cost of QC and delivery of Poster Art of US$ 500 (United Dollars Five Hundred only). Additional cost of US$ 25 per installment as Bank charges.
  2. The above-mentioned Deductible Expenses shall be deducted from the Licensor’s share.
  3. For the purpose of determination of the Net Receipts for this Agreement,

The Net Receipts for each Titles is receivable from Netflix in [ ] equal installments as follows:

1. First installment within 30 (thirty) days from the date on which the Titles goes live on Netflix Service i.e. is first made available for exhibition and distribution through Netflix Service in the Territory.
2. Thereafter on a quarterly basis from the date of payment of first installment in accordance with sub-clause (i) above.
   1. Licensee shall make payment of Licensor’s Share of Net Receipts to the Licensor within 30 (thirty) days from the date of receipt of such payment from Netflix. All payments shall be made in United States Dollars (US$) to Licensor's designated bank account as mentioned below.

* Bank Name
* Branch Address
* Name on Account
* Account Number
* Swift Code
* IFSC
* Correspondent Bank details in US
  1. 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. For the sake of clarity, the Licensee will be providing the Licensor with the deduction certificates for the same which can be used to claim the tax from the IT department. However, in the event The Licensor provides the Licensee with the w8Ben-E form, no withholding tax shall be deducted. In the event there are changes in the law and the percentage of withholding tax stands amended, the Licensee shall inform the Licensor of the same in writing (emails permitted). Furthermore, the Licensor shall also be required to submit the Tax Resident Certificate (TRC) to the Licensee.

1. **METHOD OF PAYMENT AND LICENSOR’S RIGHT TO AUDIT ACCOUNTS**
   1. All payments shall be accompanied by an income statement specifying gross amounts received by Licensee from Netflix and the net amount due to the Licensor.
   2. All payments shall be made by way a wireless transfer at the Licensor’s sole expense.
   3. The Licensor shall have the right to audit the Licensee’s records to verify the accuracy of such statements, once with respect to any statement, once in each year, at the Licensor’s expense, at the place where the Licensee maintains such records, the verification shall be done during Licensee’s normal business hours after providing a prior notice of thirty (30) days.
2. **CONFIDENTIALITY**
   1. Publicity / Confidentiality. Any press release or other public statement related to the existence and/or terms and conditions of this Agreement or the Title will be subject to the other party’s approval and will be treated as “Confidential Information” of each party in accordance with the terms of this Section; provided however that Licensor acknowledges that Licensee and / or Netflix shall be permitted to issue or make a press release or other public statement concerning this Agreement and/or the Titles licensed hereunder before, upon or during the availability of the Titles on the Netflix Service.

* 1. In addition, each party acknowledges and agrees that the License Fees, and all other business and technical information provided by one party to the other in connection with this Agreement constitutes confidential and/or proprietary information of the disclosing party (“Confidential Information”).  Confidential Information shall include all oral, written or recorded confidential and/or proprietary information (and/or labeled “confidential” by the parties) about or related to the disclosing party or its business.
  2. Notwithstanding the foregoing, Confidential Information does not include information (other than the information set forth in the first sentence of this section) that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the receiving party prior to its receipt from the disclosing party; (c) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown by documentation to have been developed by the receiving party without reference to any Confidential Information. Neither party shall use the other’s Confidential Information for its own use or for any purpose, or disclose such information to any third party (except for attorneys, accountants and/or the third party contractors identified in this Section third party contractors), provided such parties have reason to know such information and are bound to confidentiality obligations (which shall not be waived) at least as protective as this section), other than (i) as necessary to perform its obligations under this Agreement or as required by law, (ii) to the extent it obtains prior written approval from the other party, and/or (iii) to the extent it is legally compelled to disclose such Confidential Information by the valid order of a court of competent jurisdiction, a government agency, or other administrative body having jurisdiction over it, in which event it shall so notify the other party as promptly as practicable providing the other party with the greatest notice permitted under the circumstances, and in each of (i)-(iii) of the preceding clause in this sentence, (A) prior to making any disclosure, it shall seek confidential treatment of such information, it being understood that the parties will cooperate in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information and (B) it shall disclose only that portion of such Confidential Information as is legally required to be furnished and/or (iv) as may be reasonably requested (x) by any China sub-licensee of Licensee and / or Netflix, (provided that such sub-licensee agrees to be bound by the provisions of this section, solely to disclose such information to SAPPRFT or internally, on a need-to-know basis), or (y) by SAPPRFT.
  3. Each party shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information, which measures shall be no less than reasonable care and shall include all of those measures that the receiving party uses to protect its own Confidential Information.
  4. This Section shall survive expiration or earlier termination of this Agreement.

1. **REPRESENTATIONS AND WARRANTIES OF THE LICENSOR**

The Licensor hereby represents and warrants that:

* 1. It has (and shall maintain throughout the Term) all power, legal capacity and authority to enter into, negotiate and fully perform its obligations under this Agreement and grant the licenses contemplated hereunder without the consent of any third party.
  2. It exclusively owns, controls and has obtained, as applicable, any and all copyrights and trademarks, titles, authorizations, consents and interests, including, without limitation, from all third party rights holders, for each Title, necessary to grant the Licensee the rights granted herein and exclusively owns and controls all rights in the Title and every element thereof under applicable law, including, without limitation, all necessary rights in the scripts, all underlying material, the underlying work (if any) and original music created for each of the Titles and has not previously transferred, assigned, encumbered, disposed of or granted to any third party any form of option to acquire any of such rights or any right which would interfere herewith, including, without limitation, any right of final cut, and Licensor has and shall maintain binding agreements with all essential elements and/or key elements of the Title, as applicable, in accordance with this Agreement.
  3. There are no (and Licensor shall not create any) liens, mortgages, charges, security interests, claims, encumbrances, legal proceedings, agreements or understandings relating to the Title or which would conflict or interfere with, limit or derogate from, or be inconsistent with any of Licensor’s representations, warranties, covenants and/or licenses granted, in this Agreement and, if and to the extent such conflicting arrangements should arise and/or exist, whether as a result of a change in law or regulation or otherwise, Licensor shall expressly retain the ability to terminate any such conflicting arrangements to preserve and protect the rights granted to the Licensee herein.
  4. The Titles and associated Source Material, and those elements of any Licensee and / or Netflix-created promotional materials derived from the materials delivered by Licensor to the Licensee, and Netflix’s distribution and other exploitation of the Titles, Source Material, Promotional Segments, Licensor Marketing Materials and Licensor Marks in accordance with this Agreement, (a) shall not violate or infringe any rights of any third party, including, without limitation, any third party intellectual property rights, contract rights, rights of attribution or credit, moral rights (or similar rights in any jurisdiction), rights of publicity, and rights of privacy, or defame or constitute unfair competition against such third party and (b) shall not violate any applicable law, rule or regulation.
  5. With respect to all music contained in the Titles and associated Source Material, all such music shall be fully cleared for any and all uses hereunder and all licenses necessary to accomplish the foregoing shall be obtained and/or secured by Licensor (including without limitation full buyouts covering master use, synchronization, reproduction and the public performance rights (as that term is understood in the United States, also known as the “communication to the public” and/or “making available” rights in certain other parts of the Territory) in and to any music compositions and sound recordings contained in each of the Titles and associated Source Material) (collectively “Music Rights”) and no additional clearance of, or payment with respect to, such Music Rights shall be required by the Licensee and / or Netflix hereunder.
  6. All Titles and associated Source Material shall be fully scored and all rights shall be cleared for use in all media, throughout the world, and Licensor shall obtain all necessary music clearances, rights and licenses in connection with the exploitation of the rights granted to the Licensee hereunder (including promotional rights), and Licensor has satisfied and shall satisfy during the Term all third party obligations of any kind with respect to the Titles, Source Material, Promotional Segments, Licensor Marketing Materials and Licensor Marks, or any element thereof, and their distribution and exploitation in accordance with this Agreement, including without limitation all guild residuals, third party licenses, royalties, participations, remuneration or other payments, and the Licensee, Netflix and its Affiliates shall have no obligation for any such past, current or future charges or similar payments;
  7. Licensor shall provide ratings information in accordance with Section 9.5, and any such ratings information delivered by Licensor to Licensee and / or Netflix shall be true and accurate
  8. Licensor has obtained, to the fullest extent possible, all necessary waivers of moral rights or similar rights in any jurisdiction or, where such waivers are not permitted at law, has taken all necessary actions in acknowledgement of such rights
  9. Licensor shall comply with all applicable laws, rules, or regulations which relate to anti-bribery, anti-corruption and/or money laundering
  10. The Title will be produced and delivered in compliance with the record keeping, certification and other requirements, as applicable, of Title 18 U.S.C. Sections 2257 and 2257A, each as amended, and all related statutory regulations and provisions regarding depiction of actual sexually explicit conduct and/or lascivious exhibition or simulated sexually explicit conduct, and the deliverables required to be delivered to the Licensee and / or Netflix pursuant to such provisions of law (and any other materials reasonably requested by the Licensee and / or Netflix , in the form and substance requested by the Licensee) shall include records that evidence such full and complete compliance.
  11. Licensor shall deliver the Licensed Work to the Licensee in accordance with the specifications set forth by Netflix to deliver the raw files of the Licensed Works in the recommended format (as provided under Schedule B) before repurposing for the Netflix Service. The Licensor acknowledges that the Licensee has the right to not accept any Licensed Work which does not meet the specifications outlined in Schedule B.
  12. 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 Netflix. The Licensor further acknowledges and agrees that the Licensor shall not hold, at any point, the Licensee liable if Netflix defaults is making the necessary payments.

1. **REPRESENTATIONS AND WARRANTIES OF THE LICENSEE**

The Licensee represents and warrants to the Licensor that:

* 1. The Licensee confirms that it has full title and authority to enter into this Agreement and perform all obligations hereunder.
  2. Licensee shall ensure that at all times during the Term, Netflix shall implement security and copy protection technologies with respect to each Licensed Work, including geo-filtering and encryption technologies, that are no less protective as the then-current industry standard. Notwithstanding the foregoing, the Licensor acknowledges that the Licensee cannot guarantee that current geo-filtering technology shall be effective in every instance.
  3. There are no liens, claims, encumbrances, legal proceedings, agreements or understandings which would conflict or interfere with, limit, derogate from, or be inconsistent with any of Licensee’s representations, warranties or covenants contained in this Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS**
   1. All rights, title and interest, including but not limited to the Intellectual Property Rights in respect of the Licensed Works, now existing or hereinafter arising, shall, at all times vest solely and exclusively with the Licensor.
   2. The Licensed Work has been or may be digitally finger-printed by the Licensor for Internet Platforms including but not limited to YouTube. In cases of any finger-printing clash or reference file conflict, the Licensee hereby agrees that the ownership of the Licensor shall prevail, and the Licensee shall release the reference ownership to resolve such conflict.
2. **DELIVERY**
   1. **Source Material:** Licensor shall create, and at Licensor’s sole expense shall complete Delivery to Licensee and / or Netflix of, the Source Material through a Netflix Preferred Vendor (and with respect to Source Material that is artwork, through a Netflix Preferred Creative Agency (npca.netflix.com)), no later than the applicable Outside Delivery Date, and if no such date is prescribed, by the date that is 120 calendar days prior to the Start Date. Licensor shall deliver to the Licensee all alternate versions of the Title, including, without limitation, cover shots, alternate scenes and alternate dialogue so that the Title can be conformed to rating and censorship requirements. Subject to the rights granted to Licensee herein, title to the Source Material delivered hereunder by Licensor shall at all times remain in Licensor. Licensor shall also provide to Licensee, simultaneously with such delivery, accurate music cue sheets for each Title in Excel format, and additional information and documentation reasonably requested by Licensee and / or Netflix with respect to music contained in each Title.
   2. **Delivery Specifications**: All Source Material shall be provided to the Licensee in accordance with the specifications set forth in, and accompanied by all information, materials and artwork including but not limited to Schedule B. Notwithstanding anything to the contrary in this Agreement, no advertising elements (e.g., pre-roll, bugs, bumpers, placards, commercial credits, etc.) or overlay branding shall be included before, after or within any Source Material for a Title delivered hereunder. Unless otherwise specified, Source Material shall be delivered in in the highest quality and resolution Available to Licensor (e.g., Ultra High Definition 4K, High Definition and high dynamic range), but at a minimum in High Definition, and, subsequently, in the highest quality and resolution Available to Licensor without cost to the Licensee (e.g., a Title shall be delivered in Ultra High Definition 4K and, if during the applicable Title License Period, a higher quality, format or resolution of any Source Material, including, without limitation, a 3D version, Native 4K (i.e., a resolution of 4096p x 2160p), etc., becomes Available to Licensor, then Licensor shall provide that version without cost to the Licensee). Licensor agrees to redeliver Source Material from time to time, even if such material was previously accepted if such material fails Licensee and / or Netflix’s quality control process post-acceptance or no longer meets the specifications set forth in this Section and / or Schedule B; provided, however, that any such requested re-delivery post acceptance that is not a result of Licensor’s failure to deliver in accordance with the required specifications (e.g., if Licensee / Netflix requests improvements as a result of new or changed specifications) shall be at Netflix’s expense.
   3. **Revision:** The Licensor acknowledges that the Deductible Costs, mentioned in Clause 3.4 herein above, shall only include the cost of the QC of the content for a maximum of 2 (two) revisions only. Post that, every time the Licensee is required to work on the content, the Licensor acknowledges and agrees to pay an additional sum of US $200 (United States Dollars Two Hundred Only) for each revision.
   4. **Languages:**

Licensor shall deliver to Licensee each of the Licensed Work in each language specified in Schedule A and incorporated by this reference (the “**Delivered Language(s)**”), including without limitation in subtitled form and if available, dubbed form, if the original language of such Licensed Work’s production is a language other than the Delivered Language. Notwithstanding anything to the contrary in the Agreement but without limiting Licensor’s delivery obligations, Licensee shall have the right to create, have created, and/or acquire from a third party (a) translations of synopses and names of any and all titles under the Licensed Work (in any or all of the Licensed Languages); (b) subtitled and/or dubbed versions (in any or all of the Licensed Languages) of any and all titles under the Licensed Work; (c) closed caption versions (in any or all of the Licensed Languages) of any and all titles under the Licensed Work; and (d) edited versions (in any or all of the Licensed Languages) of any and all titles under the Licensed Work solely if required to comply with applicable local laws, rules, practices, principles or mores in any Territory.

* 1. **Ratings/Content Classification:** With respect to each country in the Territory, Licensor shall deliver to the Licensee as part of the relevant Source Material in accordance with this Section 9.1 as Available to Licensor: (a) all ratings, ratings definitions, content descriptors and/or other content classification information (“Ratings”) for each Title (whether procured by Licensor, an Affiliate, a licensee of Licensor, a third party distributor of the Title or other third party) that are issued by administrative, regulatory or other bodies in the United States and such Territory (each, a “Ratings Body”), (b) Ratings issued by Licensor and/or an Affiliate, and (c) any other updated legal and compliance information sufficient to enable parental control settings (e.g., age ratings in the metadata). If none of the foregoing is Available to Licensor, then, at Licensee and / or Netflix’s option, Licensor shall use commercially reasonable efforts to assist the Licensee in obtaining such Ratings and other updated legal and compliance information. If Ratings not previously existing as of the delivery date are subsequently Available to Licensor, then Licensor shall immediately provide such Ratings, without cost, to the Licensee / Netflix. Notwithstanding anything to the contrary contained herein, Licensee and / or Netflix shall have the right to withdraw any Title(s) that it is legally obligated in any Territory to display Rating(s) not provided by Licensor for such Territory and/or that would garner an MPAA rating that is more restrictive than the “R” rating (e.g., NC 17), the British Board of Film Classification “R-18” rating, the German FSK 16 rating or an equivalent rating based on local mores or standards in the Territory or that would be considered to contain unlawful material in such Territory, in which event, Licensor shall deliver to the Licensee a mutually agreed upon replacement title within ten (10) business days, provided however that if the parties fail to agree on a replacement title, Licensee and / or Netflix shall have the right to Remove for Cause such Title(s), in accordance with Section 10.2 and Licensor shall issue a refund or credit in accordance with Section 10.3. As an alternative to withdrawal, at Netflix’s option, Netflix may require Licensor to edit the Title(s) as needed to qualify for the relevant rating at Licensor’s sole expense.
  2. **Deemed Acceptance; Rejection**. For each Title, upon the Licensee’s receipt of the Source Material for all Titles, the Licensee shall have forty-five (45) days in which to send Licensor written notice of its rejection (“Notice of Rejection”) of the Source Material and/or Required Language Assets for that Title, and such rejection will be determined by the Licensee based upon whether such material complies with Schedule B and any other applicable Schedules or Exhibits. Upon Licensor’s receipt of a Notice of Rejection, if any, Licensor shall, without delay and at its sole expense, replace the defective Source Material (including any Required Language Assets), as applicable. In the event that Licensor is unable to provide an acceptable Source Material (including any Required Language Asset) replacement, the Licensee shall not be obligated to pay any License Fee with respect to the relevant Title until an acceptable Source Material replacement is provided. If no Notice of Rejection is sent by the Licensee within such forty-five (45) day period, the Source Material shall be deemed accepted solely for purposes of the commencement of the Licensee’s payment obligations pursuant to the this Agreement, but shall not relieve Licensor from its obligation to redeliver Source Material which fails Licensee and / or Netflix’s quality control process post-acceptance or no longer meets the specifications set forth on Schedule B or otherwise in this Agreement. In the event that Licensee and / or Netflix displays or distributes the Titles (i.e., enables playback of the full length Titles) on or from the Netflix Service in any portion of the Territory prior to issuing a Notice of Rejection, then such displayed Source Material shall automatically be deemed accepted by Licensee and / or Netflix for the relevant portion of the Territory (it being agreed and acknowledged that any Netflix promotional display of a Title shall not be deemed acceptance of the Title itself). Notwithstanding anything to the contrary set forth in this Agreement, Netflix’s exploitation in connection with testing, demonstration, industry screening and promotional purposes shall not be deemed to satisfy delivery hereunder or constitute Netflix exploitation of the full-length Titles hereunder.

1. **WITHDRAWAL BY NETFLIX**
   1. Notwithstanding anything to the contrary in this Agreement, Netflix shall have the right to temporarily suspend or permanently withdraw any Title from the Netflix Service in any portion of the Territory at any time for any reason. Such suspension or withdrawal by Netflix pursuant to this Section 10 (i.e., a suspension or withdrawal by Netflix that is not a Removal for Cause, as defined below in Section 10.2 shall not relieve Licensee and / or Netflix of its payment obligations hereunder. For clarity, Netflix has no obligation to exhibit any Title; provided, that other than for a Removal for Cause, Netflix’s election not to exhibit such Title shall not relieve Licensee and / or Netflix of its payment obligations hereunder.
   2. Without limiting the foregoing, in the event Netflix temporarily suspends or permanently withdraws any Title from the Netflix Service because of its reasonable, good faith determination that continued distribution of such Title may create legal or regulatory liability for Netflix and/or its Affiliates, or a change in law or regulation impacts Netflix’s ability to exploit any rights granted to Licensee and / or Netflix hereunder (a “Removal for Cause”), then at Netflix’s option, Licensor shall either (i) remedy the underlying cause (the “Cause”) within five (5) business days following the date of such notice of such Removal for Cause in accordance with this section, or (ii) issue a refund or credit in accordance with Section 10.3 below. In the event of a Removal for Cause, Licensee and / or Netflix shall notify Licensor of, and Licensor shall use best efforts to remedy any such Cause without editing the Title, unless otherwise mutually agreed by the parties in writing. In the event such Cause is incapable of being cured other than by editing such Title, then Licensor shall edit such Title to correct such Cause and to the extent necessary to preserve the U.S. Premium Pay quality of such Title and shall deliver new Source Material to Netflix within the five (5) business day cure period; provided, however, that the final cut of any such edited Title shall be subject to Netflix’s approval prior to any acceptance or (further) payment of License Fees for same. Any failure to cure a Removal for Cause, including any failure to redeliver approved and accepted Source Material, shall be a material breach of this Agreement. The parties agree and acknowledge that they will work together in good faith to determine if any cure period referenced in this Section 10.2 can reasonably be extended without resulting in Licensee and / or Netflix being exposed to additional liability.
   3. Without limiting any of Licensee and / or Netflix’s remedies, in the event of a Removal for Cause, Licensor shall refund to the Licensee or credit against Licensee payables, at Netflix’s option and within thirty (30) calendar days of the effective date of such temporary suspension or permanent withdrawal, a prorated amount of the relevant License Fee paid to Licensor for such temporarily suspended or permanently withdrawn Title, as applicable, such pro rata amount to be calculated (i) in the case of a temporary suspension, from the effective date of such suspension, based upon the amount of time of such suspension, and (ii) in the case of a permanent withdrawal, from the effective date of withdrawal and based upon the amount of time remaining in the relevant Term previously paid for by the Licensee. If any Title is withdrawn pursuant to this Section 10 from one (1) or more countries in the Territory but not the entire Territory, the relevant License Fee for purposes of a refund or credit pursuant to such withdrawal shall be determined by the parties in good faith taking into account (i) reputable third party market information regarding the value of such withdrawn Title in each such country, and (ii) the applicable window and holdbacks of such withdrawn Title.
2. **INDEMNITY**
   1. The Licensee will defend, indemnify and hold harmless Licensor, its parent, Affiliates, subsidiaries, and each of their respective directors, officers and employees of each of the foregoing from any and all loss, damage, claim, liability or expense (including reasonable outside legal fees and costs) actually incurred (as, if, and when, incurred) as a result of a third party claim (“Claim”) to the extent arising out of (a) a breach or alleged breach of the representations, warranties, and covenants made in Section 7, and (b) any failure by Licensee to pay any Taxes required to be paid by the Licensee to any governmental entity on monies earned by the Licensee hereunder or as a result of Netflix’s performance of its obligations hereunder.
   2. Licensor will indemnify and hold harmless (and, at the Licensee’s election, defend) the Licensee and / or Netflix and each of their respective parents, Affiliates, subsidiaries, and their respective directors, officers, employees, authorized third party contractors and device partners of each of the foregoing from any Claim to the extent arising out of (a) a breach or alleged breach of the representations, warranties and covenants made in Section 6; (b) Licensee’s use (or that of its Affiliates and/or sublicensees) of any language assets provided by Licensor hereunder, (c) the negligence, willful misconduct or other wrongful acts or omissions by Licensor arising out of, relating to or concerning in any way the production of the Title, including, without limitation, development, pre-production, production and post-production activities, and the injury to or death of any of Licensor’s agents, employees or independent contractors, the agents, employees or independent contractors of any subcontractors, or any other cast members, participants or crew members, regardless of negligence or wrongdoing by Licensor; (d) any failure by Licensor to perform its obligations hereunder in compliance with applicable laws, rules or regulations, including, without limitation, any failure to pay any Taxes required to be paid by Licensor to any governmental entity on monies earned by Licensor hereunder or as a result of Licensor’s performance of its obligations hereunder. In connection with any such Claim subject to this Section, the Licensee may exercise any and all offset and similar rights against Licensor and may withhold and reserve from any License Fees due to Licensor under this Agreement sums reasonably sufficient to secure the Licensee against Licensor’s liability pursuant to this Section.
   3. **Indemnification Procedure** A party seeking indemnification (“Indemnified Party”) shall promptly notify the other party (“Indemnifying Party”) in writing of any Claim of which it becomes aware, and the Indemnifying Party shall promptly respond to such written notice as soon as practicable but no later than five (5) business days after receipt of such notice and shall thereafter take timely action to defend (except in the event that a party undertakes its own defense) the Indemnified Party against such Claim. The Indemnifying Party shall take all necessary and prudent action, performed in a competent and timely manner, to control the defense (as applicable), settlement, adjustment or compromise of any such Claim; provided that the Indemnifying Party may not settle any Claim on behalf of the Indemnified Party without first obtaining the Indemnified Party’s written authorization. The Indemnified Party may employ its own counsel at its own expense, and, at the Indemnifying Party’s reasonable request and expense, shall cooperate and assist the Indemnifying Party with respect to the negotiation, defense or settlement of any such Claim, but shall have no right or authority to settle any such Claim on behalf of the Indemnifying Party without first obtaining the Indemnifying Party’s written authorization. In the event of a settlement of any such Claim, each party agrees not to disclose the terms of the settlement without first obtaining the other party’s written authorization.  Any authorization sought under this Section 11 shall not be unreasonably delayed or withheld.  Without limiting anything herein, if, within five (5) calendar days following the Indemnifying Party’s receipt of notification of a Claim, the Indemnifying Party fails to provide the Indemnified Party with written notice confirming the Indemnifying Party’s acceptance of the defense of such Claim and its engagement of competent and experienced counsel, the Indemnified Party may engage its own counsel and the reasonable charges in connection therewith will promptly be paid by the Indemnifying Party.
   4. For the avoidance of doubt, the Licensee’s review or approval of the Title or any element thereof, or any documents or agreements related to or concerning the Title, or Licensor’s decision to obtain and maintain the policies of insurance required under this Agreement, shall neither operate to waive or limit in any way Licensor’s indemnity obligations under this Agreement. Unless the parties otherwise agree in writing, or as required by law, Licensor’s indemnity obligations shall not be waived or limited in any way. In particular, but without limitation, Licensor’s indemnity obligations shall not be waived or limited by any amount or type of damage, compensation, or benefits payable under any applicable workers’ compensation, disability benefits or any similar employees’ benefit laws, regulations, or policies (e.g., if workers’ compensation pays out for a claim but there are still additional damages, Licensor and not the Licensee shall be responsible for any such additional damages).
   5. **Limitation of Liability:**

EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS SECTION OR A BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF SUCH PARTY WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FURTHER, IN NO EVENT SHALL THE LICENSEE’S TOTAL AGGREGATE LIABILITY TO LICENSORS EXCEED AN AMOUNT EQUIVALENT TO THE AGGREGATE LICENSE FEES PAID TO LICENSOR PURSUANT TO THIS AGREEMENT AS OF THE DATE THE CLAIM GIVING RISE TO LIABILITY AROSE. THE PARTIES HERETO DO NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

* 1. In no event will the Licensee or Netflix be responsible or liable to Licensor for any acts or omissions of, or resulting from a consumer’s use of a, third party NED and or Netflix or any third party software.

1. **TERMINATION**
   1. The Licensee may terminate this Agreement:
2. With respect to the entire Territory or any one Territory in the event of a material uncured breach or default by Licensor of any of its obligations under this Agreement with respect to such Territory, provided that
3. notice is provided to the Licensor in writing and
4. such breach or default is not cured within thirty (30) calendar days following the date such notice is deemed given, unless such breach or default is by nature un-curable in which case this Agreement shall be terminable on the date of notice or;
5. With respect to the entire Territory in the event that the Licensor (i) institutes or otherwise becomes a party, voluntarily or involuntarily, to a proceeding alleging or pertaining to the insolvency or bankruptcy of the Licensor; (ii) is dissolved or liquidated; (iii) makes an assignment of its material assets for the benefit of creditors; and/or (iv) initiates or is subject to reorganization proceedings. This Agreement shall be terminable on the date written notice is deemed given to the Licensor.
   1. The Licensor shall be entitled to terminate this Agreement:
6. With respect to any Territory in the event of default by Licensee in making payment of License Fee under this Agreement with respect to such Territory, provided that
7. notice is provided to the Licensee in writing and
8. such default is not cured within thirty (30) calendar days following the date such notice is deemed given.
   1. **Effect of Termination or Expiration**:
      1. Upon termination or expiration of this Agreement with respect to a Territory, the licenses granted hereunder shall immediately terminate for such Territory, and the Licensee shall cease to exploit the Licensed Rights granted hereunder with respect to such Territory.
      2. Nothing herein shall be construed to release either Party from any obligation which matured prior to the effective date of such termination or expiration (or which may continue beyond such termination or expiration) or to relieve the defaulting Party from any and all liabilities at law or in equity to the other for breach of this Agreement.
      3. In the event that this Agreement is terminated by the Licensee in accordance with Clause 12.1 with respect to a Territory due to a material breach or default of Licensor, Licensor shall refund or credit to Licensee within thirty (30) calendar days of the effective date of such termination, the to a pro-rated amount of the License Fee for such Territory. Provided however, that in the event of failure by the Licensor to refund the License Fees for such Territory within the aforesaid (30) thirty calendar days from the effective date of termination, the Licensor shall be liable to pay a penalty interest on the License Fee calculated @ 18% (eighteen per cent) per annum from the date of termination of the Agreement to the date of refund of the License Fee for the Territory to the Licensee.
      4. In the event that this Agreement is terminated by the Licensor in accordance with Clause 12.2 with respect to any Territory, the Licensor shall be entitled to a pro-rated amount of the License Fee for the relevant Territory, calculated till the effective date of termination.
   2. Notwithstanding anything to the contrary in this Agreement, the Licensor acknowledges that Netflix shall have the right to temporarily suspend or permanently withdraw any Licensed Work(s) from the Netflix Service in any Territory at any time for any reason and the Licensee shall not be liable to pay any portion of the License Fee to the Licensor until receipt of the same from Netflix. 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 Netflix. The Licensor further acknowledges and agrees that the Licensor shall not hold, at any point, the Licensee liable if Netflix defaults is making the necessary payments.
   3. It is expressly clarified that this Agreement shall be co-terminus and co-extensive with the term the License Agreement between Netflix and the Licensee.
   4. **No Waiver:** Waiver by either party of a single breach or default or a succession of breaches or defaults shall not deprive such party of the right to terminate this Agreement by reason of any subsequent breach or default.
   5. **Survival**: Those rights and obligations which by their very nature are intended to survive termination or expiration of this Agreement shall survive termination of this Agreement.
9. **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 Netflix 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 Netflix 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.
10. **ARBITRATION, JURISDICTION AND GOVERNING LAW**
    1. 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 the 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.
    2. 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.
    3. 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.
    4. Each party shall remain responsible for its own attorneys' fees. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award. If either Party refuses to perform any or all of its obligations under the final arbitration award within twenty (20) calendar days of such award being rendered, then the other party may confirm or enforce the final award in any court of competent jurisdiction in Mumbai. The parties hereto agree that any arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the arbitration is even being conducted) shall be confidential and shall not be disclosed to any third party except to the arbitrator and their staff, the parties' attorneys and their staff and any experts retained by the parties, or as required by law. Notwithstanding the foregoing, a party may disclose information solely as required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder in which event it shall so notify the other party as promptly as practicable providing the other party with the greatest notice permitted under the circumstances, and (A) prior to making any disclosure, it shall seek confidential treatment of such information (e.g., file under seal), it being understood that the parties will cooperate in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information and (B) it shall disclose only that portion of such Confidential Information as is legally required to be furnished.
11. **REMEDIES:**
    1. The Licensor acknowledges that breach by Licensor under this Agreement cannot be compensated in monetary terms or damages and hence the Licensee is entitled to seek equitable relief against the Licensor in respect of specific performance of the Licensor’s obligations hereunder.
    2. All remedies recorded herein or otherwise available to the Licensee shall be cumulative and no one such remedy shall be exclusive to any other. Without waiving any of the Licensee’s rights or remedies under this Agreement or otherwise, the Licensee may from time to time record by action any damages arising out of any breach of this Agreement by the Licensor and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The commencement or maintaining of any such action or actions by Licensee shall not constitute an election on the Licensee’s part to terminate this Agreement unless the Licensee shall expressly so elect by written notice to the Licensor.
12. **MISCELLANEOUS**
    1. **Governing Law and Jurisdiction**

This Agreement shall be governed and construed in accordance with the laws of India, the Parties hereby consent to the exclusive jurisdiction of Courts located in Mumbai, for the purposes of any proceeding arising out of or relating to this Agreement.

* 1. **Relationship of Parties**

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. **Waiver of Rights**

The failure or delay to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect the Parties right to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

* 1. Third Party Contractors and Licensee’s Affiliates. The Licensee may use third party contractors (e.g., backend fulfillment providers that encode, encrypt, store and/or host content) or Licensee Affiliates to exercise its rights and fulfill its obligations hereunder. Notwithstanding anything to the contrary in this Agreement, Licensor grants to the Licensee the right to sub-distribute and sub-license the Titles and any and all rights under this Agreement to any entity that is controlled by or under common control with the Licensee (whether controlled by equity, voting rights, contract or otherwise), or as otherwise necessary for the Licensee to exercise its rights or fulfill its obligations hereunder (each such entity shall be defined as a “Licensee Affiliate” and all such entities shall collectively be defined as the “Licensee Affiliates”), in all cases for purposes of exercising any rights and fulfilling any obligations hereunder. Licensee shall be solely responsible for any act or omission of any Licensee Affiliate that Licensee shall use for purposes of exercising any rights or fulfilling any obligations hereunder in the event that such an act or omission, if performed by Licensee instead of such party, would constitute a material breach by Licensee of this Agreement. All Licensee Affiliates shall be third-party beneficiaries of this Agreement and shall have the same rights as Licensee to enjoy and receive any and all benefits to which Licensee is entitled under this Agreement, to exercise any and all rights granted to Licensee hereunder, and to enforce the provisions of this Agreement.
  2. **Notice:** Notices and other communications required or permitted to be given under this Agreement shall be given in writing and delivered in person, delivered via certified mail or delivered by nationally-recognized courier service, properly addressed and stamped with the required postage (if applicable) to the applicable individuals and addresses specified in the signature block of this Agreement; provided, however, that all requests for approvals and consents to be sent to the Licensee, if and when specified in this Agreement must be sent via electronic mail, shall be sent to the email addresses in the signature block of this Agreement, and copies of all notices to be sent to the Licensee or Licensor (as applicable) must in each case be sent via email to the email addresses specified in the signature block of this Agreement, in addition to the methods specified in the first sentence of this Section. Notice shall be deemed effective upon receipt.
  3. **Assignment**: Neither this Agreement nor any rights, licenses or obligations hereunder may be assigned by either party without the prior written approval of the non-assigning party, which shall not be unreasonably withheld or delayed, provided that Licensee shall be entitled to assign this Agreement and the rights and obligations herein to Netflix. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to any entity controlling, controlled by or under common control with such party or any acquirer of all or of substantially all of such party's equity securities or assets, provided that (i) such party provides the non-assigning party with written notice and (ii) if Licensor is the assigning party, any such permitted assignee is incorporated and/or organized in the same country as Licensor. Any purported assignment not in accordance with this clause shall be void. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and assigns.
  4. **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.
  5. **Headings**: The headings of clauses and sub-clauses in this Agreement are provided for convenience only and shall not affect its construction or interpretation.
  6. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which together shall constitute one and the same Agreement.
  7. **Third parties:** Nothing in this Agreement is intended to or shall confer upon any person or entity, other than the Parties hereto and their permitted assigns and authorized successors, any legal or equitable right, benefits, or remedy of any kind under this Agreement.
  8. **Entire Agreement:** This Agreement supersedes all prior or contemporaneous negotiations and agreements (whether oral or written) between the Parties with respect to the subject matter thereof and constitutes, along with its Exhibits, a complete and exclusive statement of the terms and conditions of the Agreement between the Parties with respect to such subject matter. This Agreement may not be amended or modified except by the written agreement of both Parties. The language of this Agreement is English, and any translations shall have no effect and shall not be binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above

Signed and Confirmed )

By the within named “**Licensor**”

)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** )

)

Signed and Confirmed )

By the within Licensee, through its authorized signatory

)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** )

**SCHEDULE A**

**LICENSED WORK**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Movie Title** | **Date of Delivery** | **Release Date on the Service** | **Territory** | **Licensed Languages** | **Required Language Assets** | **Term** | **Exclusivity** |
| 1 |  | TBD | TBD | Universe | All languages | Original language of production+ English subtitles | [ ] years from release date | SVOD Exclusive with hold back on AVOD and FVOD |

**SCHEDULE B**

**SOURCE MATERIAL REQUIREMENTS AND SPECIFICATIONS**

# Title Delivery Requirement

**Film / episode HD Source Profile**

* Apple ProRes 422 (HQ)
* ITU-R BT.709 color space, file tagged correctly as 709

● Video needs to be in original aspect ratio.

● 1920 x 1080 square pixel aspect ratio material

● Native frame rate of original source.

**IMPORTANT NOTES**

* Anti-Smoking disclaimer, media credits, url or promotional tagging should be edited.
* Intermission slate should be edited.
* All videos must begin and end with one second black slug.

**SD FORMAT IS ACCEPTABLE ONLY IF HD MASTER IS NOT MANUFACTURED.**

### Film / episode Audio Source Profile

For every film / episode that 5.1 Surround audio is available in any competing format or market, it must be provided in addition to the stereo tracks.

**Surround**

* LPCM in either Big Endian or Little Endian, 16-bit or 24-bit, at least 48Khz.
* Expected channels: L, R, C, LFE, Ls, Rs.

**Stereo**

* LPCM in either Big Endian or Little Endian, 16-bit or 24-bit, at least 48Khz.

# Subtitle

●A full translation of all the words spoken in the film / episode including songs.

●Subtitle as a separate file (.dfxp or .xml)

●Subtitles must encompass all the spoken dialogue in the content. If the content has multiple spoken languages, they all must be translated and present in the subtitle file.

●Subtitle files must not be censored or contain advertisements, placards, overlay branding, website link callouts or company credits.

# Closed Captions

* Include as much of the original content as possible.
* Do not simplify or water down the original dialogue.
* Truncating the original dialogue should be limited to instances where reading speed and synchronicity to the audio are an issue.

● Captions as a separate TTML (.dfxp or .xml) file

# Forced Narrative

Our preference is to receive a non-subtitledversion of the content.

To support the non-subtitled source, Netflix needs Forced Narrative subtitles delivered as ancillary files.

Examples of text to be included in Forced Narrative subtitles:

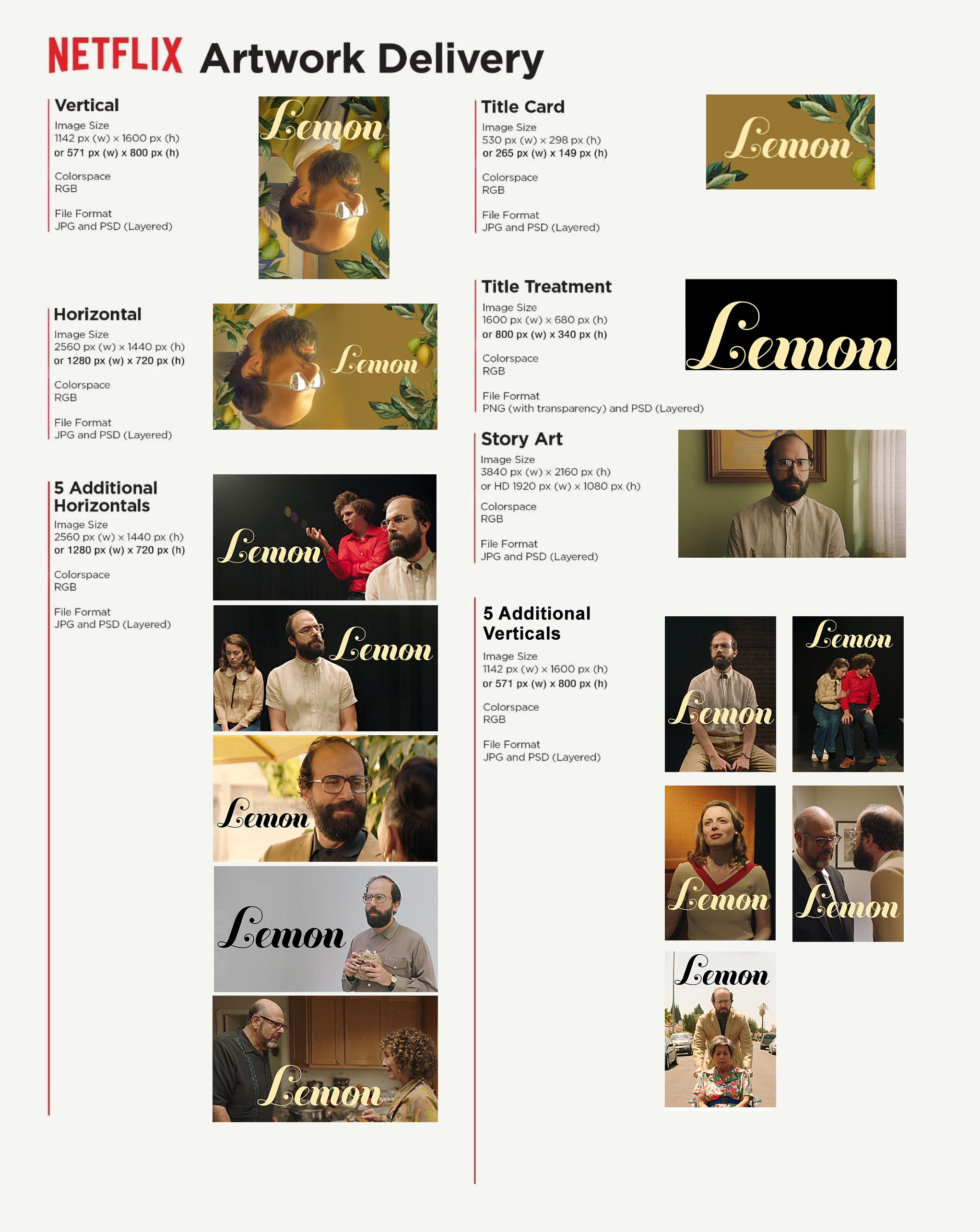
* Translation where an alternate language is spoken.
* Transcription of inaudible dialogue if it would have been included in broadcast or theatrical presentation.

**For example**: An English language film / episode has 5 minutes of Japanese dialogue and is to be streamed to U.S. customers. The desired video would not include burned in subtitles for the Japanese sections. A Forced Narrative subtitle file would be supplied that contains the Japanese dialogue translated into English. The Forced Narrative file would not have the original English dialogue transcribed.

The technical format of Forced Narrative subtitles must follow the same rules as standard subtitles i.e (.dfxp or .xml).

# Artwork

All artwork assets should be 300 dpi. Detailed artwork delivery guideline is given below.



**SCHEDULE C**

**LOGO**



**SCHEDULE D**

**Short-Form License**

This Short-Form License (this “Short Form License”) is entered into as of the date set forth below, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Licensor”), and Vista India Digital media, Inc. (“Licensee”), pursuant and subject to the License Agreement dated as of **[DATE]\_\_\_\_\_** (the “License Agreement”). Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

The Agreement provides that, subject to other terms and conditions set forth therein (and as more particularly set forth therein), and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Licensor has irrevocably granted and licensed exclusively to Licensee, its permitted successors and assigns, during the applicable Title License Period(s) and throughout the Territory, the “Licensed Rights.”

As used herein, the following terms shall be defined as follows:

“Title” shall mean the respective motion pictures set forth below (under whatever title such Title may be released, and screenplays therefore, collectively, the “Titles”):

*[TITLE NAME]*

“Title License Period” shall mean, for each Title, the period during which the Netflix Rights in such Title are licensed to Netflix, which period shall commence on the applicable Start Date and end \_\_\_\_\_ years after the Start Date (in the country where last made available for exhibition on and distribution via the Netflix Service) of the Title (so that the Title has the same coterminous end date throughout the Netflix Territory).

“Netflix Rights” shall mean: (a) the exclusive right and license, with right to sublicense, to premiere, exhibit, communicate to the public, distribute, sub-distribute and transmit the Titles (and associated Source Material), throughout the Title License Period, in all languages, formats and versions, by any and all means, uses and media, whether now known or hereafter devised, including by way of Internet Transmission via the Netflix Service to NEDs, excluding solely the Licensor Rights (as defined in Paragraph 8 of the Principal Terms) which shall be subject to the holdbacks described therein; (b) the limited, non-exclusive right and license to copy, install, compress, uncompress, encode, encrypt, decode, decrypt, display, use, cache, store and transmit the Titles (and associated Source Material) for purposes of such exhibition and distribution and for limited screening, testing and demonstration purposes relating to the Netflix Service and all marketing and promotional rights described in the Agreement and any relevant Schedules thereto; and (c) the rights described in Paragraph 2 of the Agreement.

“Netflix Territory” shall mean the \_\_\_\_\_\_\_\_.

Licensor agrees that if any individual or entity shall do or perform any act(s) that the Licensee reasonably believes constitutes a copyright infringement of any of the literary, dramatic or musical material that is contained in the Title or upon which the Title is based, or constitutes a plagiarism, or violates or infringes any right of Licensor or the Licensee therein, or if any individual or entity shall do or perform any act(s) that the Licensee reasonably believes constitutes an unauthorized or unlawful distribution, exhibition, or use thereof, then and in any such event, the Licensee may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Licensee may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Licensee may take such steps or institute such suits or proceedings in its own name or in the name of Licensor.

This Short-Form License shall be fully binding upon Licensor, and its successors and assigns, and has been duly executed on behalf of and with the full authorization and consent of Licensor. The terms of this Short-Form License, and the Licensee’s exercise of the rights evidenced hereby, are at all times subject to the terms of the Agreement, and in the event of a conflict between the terms of this Short-Form License, and the terms of the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the undersigned has executed this Short-Form License effective as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2019.

**[NAME OF LICENSOR]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[NAME OF LICENSEE]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity/ies, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC