**LICENSE AGREEMENT**

This License Agreement **(“License Agreement**”) made on this [ ] day of [ ], 20\_\_ at Mumbai (the "**Effective Date**”)

BY AND BETWEEN

**[ ],** having its registered office at [ ] having PAN Card \_\_\_\_\_\_\_\_\_\_, GST IN \_\_\_\_\_\_\_\_ and CIN \_\_\_\_\_\_\_\_ (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 permitted assigns) of the **ONE PART;**

**AND**

**Vista India Digitek Private Limited,** incorporated under the Companies Act, 1956 with its registered office located at 501, 5th Floor, Modi House, C-10, Dalia Estate, Veera Desai Road, Andheri West, Mumbai – 400053 having PAN Card AACCN7927L, GST IN 27AACCN7927L1ZY and CIN U92100MH2008PTC182716 (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 individually be referred to as ‘**Party**’ and collectively as ‘**Parties**’.

**WHEREAS:**

1. The Licensor is inter alia engaged in the business of acquiring and distributing audio-visual production, including film, series and all other rights of whatsoever nature including all copyrights therein.
2. The Licensee is engaged in the business, among other things of aggregating and licensing and otherwise distributing certain visual and entertainment products.
3. Licensee and Licensor desire to enter into a relationship whereby Licensor will grant Licensee, among other things, a license to distribute the Title(s) (*as defined below*) within the Territory (*as defined below*), in accordance with the terms and conditions set forth below.
4. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the relevant schedule(s). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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| 1. **Title:**
 | ‘*\_\_\_\_\_\_\_\_\_*’ directed by *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (original language of production \_\_\_\_\_\_\_\_) |
| 1. **Territory:**
 | (“**Territory**”) |
| 1. **Licensee Rights:**
 | Licensee shall have exclusive SVOD rights (for clarity, including both streaming and temporary download) as more specifically set out in the ‘Grant of Rights’ Section in the Agreement. |
| 1. **Licensed Language(s):**
 | All languages (“**Licensed Languages**”); *provided*, that Licensor is only required to deliver the Required Language Assets set forth below. |
| 1. **Title License Period:**
 | The Title License Period in each country in the Territory will commence on the Start Date for such Title and end \_\_\_\_\_ years after the Start Date of the Title in the applicable country of the Territory. |
| 1. **Start Date:**
 | The Start Date shall be no earlier than 30 days from the initial Theatrical exhibition of the Title in the Territory. The theatrical release shall be on or before \_\_\_\_\_\_. |
| 1. **Permitted Exploitation by Licensor/Holdbacks:**
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| 1. **Formats:**
 | As set out in the ‘Grant of Rights’ and ‘Specifications’ Sections in the Agreement. |
| 1. **Delivery**
 | Licensor shall deliver all materials by the date that is no later than [ ] prior to the Start Date of the Title (the “Outside Delivery Date”) in all required formats, versions and languages at Licensor’s sole cost and expense through a Licensee preferred vendor, in accordance with Licensee’s technical specifications incorporated herein by reference.Licensor shall deliver to Licensee all available alternate versions of the Title Available to Licensor, including, without limitation, cover shots, alternate scenes and alternate dialogue so that the Title can be conformed to rating and censorship requirements. Licensor shall provide written notice to Licensee of the availability of such alternate versions via email as soon as reasonably practical but no later than seven (7) calendar days of becoming aware of such availability. |
| 1. **Required Language Assets**
 | Licensor is required to create and deliver, at its cost, the original language versions of the Title, with closed captions in English, and if available, 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). |
| 1. **Promotional Materials:**
 | Licensor will deliver the marketing and promotional materials set forth in and will comply with the terms in the Marketing Schedule attached hereto as Schedule – 3. |
| 1. **License Fee:**
 | Subject to the terms and conditions of this Agreement, Licensee shall pay Licensor a license fee of INR \_\_\_\_\_\_\_ (Indian Rupees \_\_\_\_\_\_\_\_\_\_\_\_Lacs only) plus applicable goods and services tax and subject to withholding tax in accordance with applicable laws (“License Fees”). The Licensor acknowledges and accepts that the entire TDS payable under this contract shall be deducted in the first installment only. Subject to Licensor’s full performance of its obligations under, and compliance with the terms and conditions of, this Agreement (and provided Licensee has received any documentation required by Licensee to make such payments), the License Fee shall be payable in equal quarterly instalments over the first \_\_\_\_ months of the Title License Period.The Licensor shall be solely responsible for the delivery fee of INR 60,000 + GST (including all other taxes and charges) per title/per version (“Delivery Fee”). The Delivery Fee shall be recouped from the first instalment of the License Fee. The Licensor shall raise a valid tax invoice for each instalment. |
| 1. **Pre-Promotion Period:**
 | Notwithstanding anything to the contrary set forth in the Agreement, Licensee may market and promote the availability of the Title for viewing prior to its Start Date. |
| 1. **Licensee Branding**
 | NA |
| 1. **Product Placement Disclosures:**
 | No later than the Outside Delivery Date for the Title, Licensor shall provide Licensee with the following information in accordance with the Product Placement Disclosure Form set forth in Schedule - 4, attached hereto and incorporated by this reference: each identifiable product, brand and/or logo which is depicted (visually or verbally) on-screen, (a) as a result of paid product placement or use and/or (b) even if not paid for, pursuant to a guarantee of placement or use in the production.  |

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| **Vista India Digitek Private Limited** |  | [*Licensor name*] |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Name: Rajiv Raghunathan |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Title: CEO |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Address for Notice |  | Address for Notice |
| **Vista India Digitek Private Limited**, 501, 5th Floor, Modi House, C-10, Dalia Estate, Veera Desai Road, Andheri West, Mumbai – 400053 |  | [*Licensor address*] |
|  |  |  |
| rajiv@vistaindia.com |  | [*Licensor email*] |
| ravigopalan@vistaindia.com |  |  |

**Schedule-1**

**STANDARD TERMS AND CONDITIONS**

1. **Definitions.**
	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. “Agreed Schedule” shall mean the written schedules attached hereto (and future added schedules, if any, by amendment) containing the Title(s) licensed hereunder, as well as any other terms relating to such Title(s), as the same may be amended and supplemented from time to time by mutual written agreement of the parties (including email), each of which shall be incorporated into this Agreement.
	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.
	6. Composition Performance Rights” shall mean “communication to the public” of the Compositions under The Copyright Act, 1957 as applicable in India also known as “public performance” rights (as that term is understood in the United States of America) and/or “making available” rights in certain other parts of the Territory in and to the Compositions for exploitation as a part of the Title, associated Source Material and marketing and promotional materials. The term “Composition” shall mean the musical composition or arrangement of orchestration of a composition, lyrics connected to a composition and/or translation of said lyrics created by a music author in the Title, associated Source Material and marketing and promotional materials.
	7. “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 Licensee 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.
	8. “Free 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 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”).
	9. “FVOD” shall mean 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.
	10. “High Definition” shall mean a resolution of no less than 1080p.
	11. “Licensed Languages” shall mean, for each Title hereunder, all languages, unless otherwise specified in the Agreed Schedule.
	12. “Linear” shall mean made means 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.
	13. “Music Rights” shall mean all master use, synchronization, reproduction and “communication to the public” rights under The Copyright Act, 1957 also known as “public performance” rights (as that term is understood in the United States of America and/or “making available” rights in certain other parts of the Territory in and to any Compositions and sound recordings contained in the Title, associated Source Material and marketing and promotional materials.
	14. “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 (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.
	15. “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.
	16. “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 Licensee Titles for free) in exchange for the right to view each motion picture, television show or other entertainment product.
	17. “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)).
	18. “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 (DA), 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 prescribed by the Licensee. For the avoidance of doubt, the materials delivered under the Agreement and this schedule, including but not limited to the Licensor Marketing Materials and Licensee Marketing Materials, if any, constitute Source Material.
	19. “Start Date” means for each Title the date such Title may first be made available for exhibition on and distribution by Licensee in a Territory, as detailed on the applicable Agreed Schedule or Exhibit.
	20. “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.
	21. “Taxes” shall mean all federal, 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”).
	22. “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.
	23. “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.
	24. “Title License Period” shall mean, for each Title in its specified Territory, the period commencing on the applicable Start Date and lasting for the applicable duration as detailed in the Agreed Schedule (or addenda) or as mutually agreed upon by the parties in writing (e-mails permitted).
	25. “Titles” shall mean, those motion pictures, television programs and other digital entertainment products listed in the Agreed Schedule (or addenda), 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 created or acquired as per the terms of this Agreement, whether or not required to be delivered hereunder.
	26. “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.
2. **Grant of Rights.**
	1. Titles License. Licensor hereby grants to Licensee, during the Term the right and license to promote, market, exhibit, distribute, reformat, sub-license, communicate to the public and make available the Titles (and associated Source Material) in any or all of the Licensed Languages including on an On-Demand basis and such other distribution means as may be set forth in the Agreed Schedule, 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 under the Agreement and the relevant Agreed Schedule. The Licensor’s grant of rights and license to 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. The Licensor hereby confirms that the rights in the Title and all Source Material shall not be deemed to have lapsed if Licensee does not exercise the rights for any period, whether under the provisions of Section 19(4) r/w with Section 30 of the Copyright Act, 1957 of India or any other similar provision under any applicable law.
	2. Trademark License. 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.
	3. Pre-promotion; Promotional Segments. Commencing as of the Effective Date, Licensee and its assignees including without limitation the Licensee and/or its sub-licensees/assignees may market and promote the availability of a Title in any and all media. Licensor grants to Licensee during the Term a limited, non-exclusive right and license to cut each Title to create “Promotional Segments, as specified in this agreement for purposes of marketing and promoting the availability of the Titles. Licensor further grants to Licensee and/or its sub-licensees/assignees during the Term a limited, non-exclusive right and license to (a) exhibit, distribute, transmit and display Source Material (excluding the complete Title(s) but including the Promotional Segments and Licensor Marketing Materials) for purposes of marketing and promoting the availability of the Titles, 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.
	4. First Right of Negotiation for Renewal: (i) Licensee shall have the sole and exclusive right of first negotiation, to renew a Title (and associated Source Material)’s Title License Period, which it can exercise by issuing a notice for negotiation at least one-hundred twenty (120) calendar days prior to the end of the Title License Period. (ii) In the event the Licensor produces or becomes aware that any subsequent season, episode, special, feature film or other spin off of a Title (“**Future Title**”) will be produced, the Licensor will give Licensee the option to license the On-demand rights for such Future Title, and the right of first refusal for the same, by notifying Licensee in writing promptly, and will provide all key information about the Future Title as may be requested by Licensee. Within 90 calendar days of receipt of this notice Licensee will in its sole discretion confirm to the Licensor its intent to engage in negotiations regarding the licensing of the On-demand rights for a Future Title. Upon receipt of notice from Licensee either under Section 2(d)(i) or Section 2(d)(ii), the parties will engage in exclusive good faith negotiations regarding the terms of such license. The Licensor will not engage in discussions with any third party regarding such license prior to or during such negotiations between the parties; provided that such exclusivity will expire after ninety (90) days from commencement of such negotiations or upon Licensee’ written notice to the Licensor of Licensee’s waiver of such option. After expiry of such exclusive period, in the event the Licensor is offered by or offers to a third party terms for the license of a Title or a Future Title, the Licensor will notify Licensee within (2) two days of such offer and Licensee will have the right to match such terms within 21 (21) days of such notification.
	5. Exclusivity. With respect to each Territory, the Title(s) licensed under this Agreement on an exclusive basis shall be listed in the applicable Agreed Schedule for such Territory and designated as ‘Exclusive’. Unless designated as a ‘non-exclusive’ Title, Licensee shall have the exclusive right and license to distribute such Title(s) via On-demand basis and such other distribution means as may be set forth in the Agreed Schedule in the Territory during such Title’s Title License Period. Further Licensor (and its Affiliates) shall not and shall not License or permit any third party, to license, exhibit, distribute, or otherwise exploit such Title in any language or versions (including but not limited to any resolution, dimension, (e.g. 3D), cut, edited or foreign versions and those produced for other media), of any excerpt therefrom in the Territory other than those distribution means set forth in the relevant Agreed Schedule. Without limiting the Licensor’s obligations hereunder, the Licensor authorizes the Licensee to submit and enable the Title(s) (for clarity, including each episode thereof, if applicable, and the audio and visual Source Materials) as part of the YouTube ‘Content ID’ matching system or to take other similar anti-piracy actions, and to enforce or bring a claim (including for injunctive relief) directly against a third party for engaging in any exploitation of the Title(s) in violation of the rights granted to the Licensee, and the Licensor shall use good faith efforts to assist the Licensee in causing such third party to cease such exploitation and/or prosecuting such claim. Licensor acknowledges that this provision and the Licensor’s performance of its obligations under this clause is essential to the Licensee and its willingness to enter into this Agreement.
	6. China Distribution License. Upon request by the Licensee, Licensor agrees to execute a China distribution license for each Title licensed for China, and the Licensee 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 the Licensee, or any China sub-licensee of the Licensee). In the event of any conflict between this Agreement and the China distribution license, this Agreement shall prevail.
	7. It is agreed between the Parties that the Licensor shall allow and Licensee and/or its assignees shall have the right to add their logo on beginning of the film / each episode of the Titles. The image of the logo has been provided hereinbelow in **Schedule 5**.
	8. The Licensor further acknowledges and agrees that, upon the execution of this Agreement, the Licensee will be publishing a public notice in trade magazines stating the Licensee is the bonafide rights holder of the rights licensed under this Agreement. The cost of same shall be capped at INR 10,000 (Indian Rupees Ten Thousand only) + taxes and will be recouped from the first installment of the license fee. All invoices would be shared with the Licensor.
3. **Morality:**

If any head of department of the production crew and/or above-the-line talent, including but not limited to directors, actors or producers, and/or principals of Licensor, have been arrested for, charged with, convicted of, or has admitted to a felony or misdemeanor of moral turpitude under national, state or local laws, or has otherwise committed, or, if based upon an allegation supported by a reasonable investigation by Licensee , is alleged to have committed, an act that brings the Title, Licensee, or Licensor into public disrepute, contempt, scandal or ridicule, Licensee shall be entitled to (i) terminate this Agreement and withdraw the Title for cause, in each case upon written notice to Licensor, after good faith discussion between the parties over a period of no more than three (3) business days on the best way to address the issue in a way that minimizes or mitigates the negative implications of the public disrepute, contempt, scandal or ridicule. Nothing contained in this Paragraph shall limit Licensee’s rights and remedies available at law or in equity, or otherwise available under this Agreement.

1. **Delivery and Specifications.**
	1. Source Material. Licensor shall create, and shall complete Delivery to Licensee of, the Source Material no later than the applicable Outside Delivery Date set forth in the relevant Agreed Schedule, and if no such date is prescribed, by the date that is 150 (one hundred and fifty) calendar days prior to the Start Date. If Available, Licensor shall deliver to Licensee all alternate versions of the Title, 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 has provided to Licensee, simultaneously with such delivery, accurate music cue sheets for the Title in Excel format, and additional information and documentation reasonably requested by Licensee with respect to music contained in the Title.
	2. Specifications. All Source Material shall be provided to Licensee in accordance with the specifications set forth in, and accompanied by all information, materials and artwork required by, this Section and the relevant Agreed Schedules. 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, Source Material shall be delivered as mentioned in the relevant Agreed Schedule. and, subsequently, in the highest quality and resolution if Available to Licensor without cost to Licensee (e.g., a Title shall be delivered in Ultra High Definition 4K, High Dynamic Range, Dolby Vision and any successor formats) 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 Licensee). In the event such higher quality, format or resolution of any Source Material is not Available to Licensor, and Licensor is therefore unable to provide the same to Licensee, Licensor will not be in breach of this Agreement.
	3. Required Language Assets; Technical Editing. Licensor shall deliver to Licensee original language versions and English closed captions or English subtitles versions and solely if required pursuant to the relevant Agreed Schedule, fully conformed original language versions subtitled, dubbed, as specified in the applicable Agreed Schedules or Exhibits, if any. All Required Language Assets shall be of first-class commercial quality and Licensee shall have the right to reject any assets that do not meet these standards.
	4. The costs of all required versions of the Title shall be included in the License Fees. Notwithstanding anything to the contrary in the Agreement, Licensee 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, including any lyrical works therein (which assets shall be owned by Licensee and subject to cost-share); (c) closed caption, caption, SDH and/or DA versions of any and all Titles including any lyrical works therein; 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 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 Licensee’s then-current technical specifications.
	5. Ratings/Content Classification. In addition to the censor certificate issued by the Central Board of Film Certification, Licensor shall deliver to Licensee as part of the relevant Source Material in accordance with this Section 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 or other third party) that are issued by administrative, regulatory or other bodies in the 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’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. Notwithstanding anything to the contrary contained herein, the Licensee shall have the right to terminate this Agreement with regards to 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 any part of the Territory or that would be considered to contain unlawful material in such part of the 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, the the Licensee shall have the right to terminate this Agreement for Cause fir such Title(s), in accordance with Section 6.b and Licensor shall issue a refund or credit to the Licensee in accordance with Section 6.c. As an alternative to withdrawal, at the the Licensee’s option, the Licensee may require Licensor to edit the Title(s) as needed to qualify for the relevant rating at Licensor’s sole expense.
	6. **Deemed Acceptance; Rejection.** For each Title, upon Licensee’s receipt of the Source Material for all Titles, Licensee shall have sixty (60) 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 Licensee based upon whether such material complies with the Licensee’s Delivery Specifications and any other applicable Schedules or Exhibits and this Section. 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, 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 Licensee within such sixty (60) day period, the Source Material shall be deemed accepted solely for purposes of the commencement of Licensee’s payment obligations pursuant to the relevant Agreed Schedule but shall not relieve Licensor from its obligation to redeliver Source Material which fails Licensee’s quality control process post-acceptance or no longer meets the specifications or otherwise in this Agreement. In the event that Licensee displays or distributes the Titles (i.e., enables playback of the full length Titles) 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 for the relevant portion of the Territory (it being agreed and acknowledged that any Licensee promotional display of a Title shall not be deemed acceptance of the Title itself). Notwithstanding anything to the contrary set forth in this Agreement, Licensee’s exploitation in connection with testing, demonstration, industry screening and promotional purposes shall not be deemed to satisfy delivery hereunder or constitute Licensee exploitation of the full-length Titles hereunder.
	7. Chain-of-Title. All of Licensee’s obligations under this Agreement are conditioned upon Licensor’s verification , written confirmation and (if required by Licensee), Licensee’s acceptance, of all ‘*chain-of-title documents*’ (i.e., all documents and/or agreements, waivers, releases which Licensee 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, to vest unconditionally in Licensee the rights granted to Licensee 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, Licensee’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 Licensee’s rights hereunder.
2. **Representations and Warranties:**
	1. Licensee. Licensee hereby represents, warrants and covenants that: (i) it has (and shall maintain throughout the Term) the full right, power, legal capacity and authority to enter into, negotiate and fully perform its obligations under this Agreement and (ii) 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.
	2. Licensor. Licensor hereby represents, warrants and covenants, to the Licensee that:

(i) 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;

(ii) it exclusively owns, controls and has obtained, as applicable, all necessary rights including but not limited to copyrights and trademarks, titles, authorizations, consents and interests, including, without limitation, from all third party rights holders, for each Title, necessary to grant 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) 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, and Licensor has and shall maintain binding agreements with all essential elements and/or key elements of the Title, as applicable, in accordance with the Agreed Schedule(s);

(iii) there are no (and Licensor shall not create any) liens, mortgages, charges, security interests, claims, encumbrances, legal proceedings (including to the best of the Licensor’s knowledge, threatened or anticipated), 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 Licensee herein. In addition, the Licensor shall promptly notify to the Licensee , if it learns of any such legal proceedings;

(iv) the Titles and associated Source Material, and those elements of any marketing and promotional materials delivered and/or authorized hereunder, and Licensee’s distribution and other exploitation of the Title, 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; (b) shall not violate any applicable law, rule or regulation; and (c) shall not contain subject matter or materials that are defamatory, libelous, obscene, or otherwise illegal or which promote or incite hatred based on religion, race, disability or sexual orientation;

(v) the Title, associated Source Material and marketing and promotional materials delivered and/or authorized hereunder and all Music Rights (but excluding any music separately licensed by the Licensee and incorporated into promotional materials, which shall be the responsibility of the Licensee and/or its sub-licensees/assignees) are fully cleared for use in all media as a part of the Title and its promotional activities, throughout the world, and for any and all uses hereunder, and all necessary rights in connection with the exploitation of the rights granted to Licensee hereunder (including promotional rights) have been secured by Licensor and no additional clearance of, or payment or remuneration with respect to, such Music Rights shall be required by Licensee hereunder, and Licensee shall have no obligation for any such past, current or future charges or similar payments, subject to clause 5.b. (vi) below;

(vi) The Composition Performance Rights in the Compositions as contained in the Title, associated Source Material and marketing and promotional materials delivered hereunder are either (a) controlled by ASCAP, BMI or SESAC in the United States of America or by the music performance rights organizations for each applicable country in the Territory which are authorized under applicable law to license and collect royalties in connection with such Composition Performance Rights (each a “PRO”) from which a license covering Licensee’s transmissions of Titles in the Territory during the applicable Title License Period hereof are legally required and available (the “PRO Controlled Performance Rights”), for which the Licensee and/or its sub-licensees/assignees shall be responsible for obtaining a license for such PRO Controlled Performance Rights from the applicable PRO in each territory; (b) in the public domain; (c) not available for licensing through the applicable PRO, in which case, notwithstanding anything to the contrary, Licensor shall be solely responsible to secure the license for the Composition Performance Rights for all uses hereunder, such that no additional clearance of, or payment with respect to such Composition Performance Rights shall be required by Licensee associated with Licensee’s exploitation of the Title, associated Source Material and marketing and promotional materials;

(vii) Licensor has satisfied and shall satisfy during the Term all third party obligations of any kind with respect to the Title, Source Material, Promotional Segments, Licensor Marks, any marketing and promotional materials delivered or authorized hereunder, or any element thereof of the foregoing, and their distribution and exploitation in accordance with this Agreement, including without limitation all guild residuals, third party licenses, participations, remuneration or other payments, and the Licensee and/or its sub-licensees/assignees shall have no obligation for any such past, current or future charges or similar payments;

(viii) Licensor shall provide ratings information in accordance with the Agreement, and any such ratings information delivered by Licensor to Licensee shall be true and accurate;

(ix) Licensor shall comply with all applicable laws, rules, or regulations which relate to anti-bribery, anti-corruption and/or money laundering;

(x) Licensor is acting as a principal under this Agreement and not as an agent on behalf of the Licensee ;

(xi) no other licenses, consents, permissions or payments are necessary to exercise the rights granted by the Licensor in the Titles, pursuant to this Agreement;

(xii) the Title is not and will not be subject to any collective bargaining agreements of any kind or nature, unless otherwise approved in writing by the Licensee .

(xiii) Licensor shall deliver the Title(s) to the Licensee in accordance with the specifications set forth by Netflix to deliver the raw files of the Title(s) in the recommended format (as provided in this Agreement). The Licensor acknowledges that the the Licensee and/or its sub-licensees/assignees has the right to not accept any Title(s) which does not meet the specifications outlined in this Agreement.

(xv) The Licensor acknowledges and agrees that in the event any legal issue of any nature arises due to, including but not limited to, the breach of the obligations and/or representations and warranties by the Licensor and/or due to the content showcased in the Title(s) and/or notices received for lack of music clearances, the Licensor shall solely defend such claim at the cost of the Licensor without any recourse to the Licensee. The Licensor further acknowledges and agrees that in the event in the event any legal issue of any nature arises due to, including but not limited to, the breach of the obligations and/or representations and warranties by the Licensor and/or due to the content showcased in the Title(s) and/or notices received for lack of music clearances, the Licensee shall have the right to terminate this agreement with immediate notice.

1. **Withdrawal by the Licensee:**
	1. Notwithstanding anything to the contrary in this Agreement, the Licensee shall have the right to temporarily suspend or permanently withdraw distribution of the Title in any portion of the Territory at any time for any reason.
	2. Without limiting the foregoing, in the event the Licensee temporarily suspends or permanently withdraws distribution of the Title because of its reasonable, good faith determination that (A) the continued distribution of such Title in any part of the Territory may create legal or regulatory liability for Licensee or its Affiliates or a change in law impacts the Licensee’s ability to exercise the rights granted or (B) exhibition of the Title has become prohibited or continued exhibition of the Title may violate any law, order of a court or other governmental authority (a “Removal for Cause”) in the relevant part of the Territory, then at the Licensee’s option, Licensor shall (i) remedy the underlying cause (the “Cause”), within three (3) business days following the date of receipt of such notice of such Removal for Cause in accordance with this section or (ii) issue a refund or credit in accordance with this clause. In the event of a Removal for Cause, Licensee 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 the extent necessary to correct such Cause and to the extent necessary to preserve the quality of such Title and shall deliver new Source Material to the Licensee within the five (5) business days of such cure period provided, however, that the final cut of any such edited Title shall be subject to the Licensee’s and/or its sub-licensees/assignees 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 further agree and acknowledge that the Title License Period shall stand extended for the additional period taken by the Licensor to remedy the Cause.
	3. Without limiting any of Licensee’s remedies In the event of the (i) Licensor refusing to remedy the Cause; or (ii) Licensor failing to remedy the Cause as required; or (iii) Cause being incapable of being cured,, Licensor shall refund to Licensee or credit against Licensee payables, at Licensee’s option and within fifteen (15) 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. The pro rata amount shall 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 License Period(s) previously paid for by Licensee. If the Title is withdrawn pursuant to this Section from any part of the 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. **Payment Terms and Taxes.**
	1. All amounts payable by Licensee under this Agreement shall include all taxes except Indian Goods and Services Tax (‘GST’). GST shall include the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territories Goods and Service Tax (‘UTGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable. Any payment under this agreement shall be subject to deduction of taxes as per applicable laws. If any Taxes are required by applicable law to be collected by Licensor from Licensee, Licensor shall promptly provide Licensee with a valid tax invoice that fully meets the requirements of the taxing authority of the region in which such Taxes are due. Licensee may withhold from its payments to Licensor any Taxes required by law unless Licensor provides Licensee with documentation sufficient to verify that Licensor is eligible for a reduced rate of withholding pursuant to the relevant income tax treaty or multilateral tax agreement, in which case Licensee shall withhold at such reduced rate. To the extent amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to Licensor. Each party shall be responsible for taxes payable on its respective income.
	2. Notwithstanding anything stated in this agreement and the timelines for payment to be made under this agreement, GST payments shall only be made by the Licensee upon the Licensor uploading the accurate invoices on the GSTN portal, paying all applicable taxes to appropriate Tax authority of appropriate jurisdiction, filing GSTR-1 and GSTR-3B return in a timely manner and once the invoice reflects on the portal accessible to the Licensee and matches with the invoice received by the Licensee from the Licensor (together as ‘Tax Compliance’). In the event there is any error or mismatch, the Licensee shall inform the Licensor and the Licensor shall make the required corrections without any delay and upload the corrected invoice. Further, in case there is any non-compliance under GST Law related to invoice raised under the agreement or the Licensor has been non-compliant under GST Law in past, then instead of the GST amount the entire invoice amount would be released only subject to above Tax Compliance. Any delay/non-compliance on part of the Licensor in uploading the correct invoice or filing and paying tax in GSTR 3B may lead to delay in payments by the Licensee which shall not be deemed to be breach on the Licensee’s part.
	3. If any advance payment(s) are to be made by Licensee, such advance payment will be made on the condition that the Licensor issues an advance receipt voucher quoting the GSTIN of Licensee and any other details as required by applicable laws within 2 (two) days of receipt of such advance payment. Licensee shall communicate and intimate to the Licensor, the details of invoices against which adjustment of advances paid by Licensee should be made. If Licensee has already paid the License Fees and there is a decrease in such License Fees for any reason, including the overall production budget, then Licensor will issue to Licensee a credit note for the differential amount. The credit note should be issued in accordance with applicable laws. If such decrease in License Fees is identified upon Licensee’s payment of all tranches of payment, the Licensor shall refund such excess fees paid within fifteen (15) days of Licensee notifying such excess payment.
	4. The Licensor shall submit original valid tax invoices to Licensee as and when payment becomes due under this Agreement. All invoices, credit notes and debit notes issued by the Licensor must clearly set out the applicable taxes that are charged including but not limited to the GST. All invoices, debit notes and credit notes must be issued in accordance with the applicable laws and should be sent to Licensee within 3 (three) days of its issue. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note or is not in accordance with applicable laws, then Licensee will not be required to pay any such taxes and Licensor alone shall be liable and responsible to bear such taxes to its own account.
	5. If any tax proceedings are initiated against Licensee, in relation to the transaction contemplated under the Agreement, Licensor shall fully co-operate by furnishing all information as available on timely basis as may be required by Licensee, including but not limited to confirmation of booking/accrual of expense. In the event the initiation of the proceedings was due to the default of the Licensor, the Licensor shall bear all of the legal expenses of the Licensee for the same.
	6. As and when there is any change in law with respect to regulations on input credit, the parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other’s concerns in relation to change in law.
	7. The expense related to the allocation of US source income: It is agreed between the Parties that the Licensee shall deduct a sum amounting to 1.5% of the total License Fee towards the expenses related to the allocation of US source income.
	8. Licensee shall make payment of the Net Receipts to the Licensor at the Licensor’s sole expense, within 60 (sixty) days from the Start Date of the title. The Licensee shall share the payment schedule as per the terms of this Agreement. All payments shall be made in Indian Rupees (INR) to Licensor's designated bank account as mentioned below.
* Bank Name
* Branch Address
* Name on Account
* Account Number
* IFSC
	1. “**Net Receipts**” as used herein shall mean amounts actually payable by the Licensee to the Licensor after the deduction of the applicable taxes
1. **Publicity/Confidentiality**.
	1. Licensor shall not make any press release or other public statement related to this Agreement or the Titles prior to their respective Start Dates. 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 Licensee’s approval and will be treated as “Confidential Information” of each party in accordance with the terms of this Section; Licensor acknowledges that Licensee / 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 under the Agreement. In no event shall the Licensor be entitled to make any use of the logo, trademarks or tradenames of the Licensee .
	2. Licensee acknowledges and agrees that the License Fees, and all other business and technical information provided by Licensor in connection with this Agreement constitutes confidential and/or proprietary information of the Licensor (“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. 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.
	3. 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 ‘Third Party Contractors and Licensee Affiliates’, 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/or (iv) as may be reasonably requested.
	4. In each of Section 8(c)(i)-(iii) above, (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.
	5. 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. This Section shall survive expiration or earlier termination of this Agreement.
2. **Indemnification**.
	1. Licensee will defend, indemnify and hold harmless Licensor 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 of the representations, warranties, and covenants made Agreement, and (b) any failure by Licensee to pay any Taxes required to be paid by Licensee to any governmental entity on monies earned by Licensee hereunder or as a result of Licensee’s performance of its obligations hereunder.
	2. Licensor will indemnify and hold harmless and defend the Licensee and each of their respective parents, Licensee 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 the Agreement; (b) Licensor’s use (or that of its Affiliates and/or sublicensees) of any language assets provided by Licensee 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 Sub-Section, 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 Licensee against Licensor’s liability pursuant to this Sub-Section.
	3. 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, Licensee’s review or approval of the Title or any element thereof, or any documents or agreements related to or concerning the Title, 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 Licensee shall be responsible for any such additional damages).
3. **Limitation of Liability**.

EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN ‘INDEMNIFICATION’ SECTION OR A BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS PURSUANT TO THE ‘CONFIDENTIALITY’ SECTION, 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 LICENSEE’S TOTAL AGGREGATE LIABILITY TO LICENSOR 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. **Termination**.
	1. Licensor may terminate this Agreement in the event of a material uncured breach or default by Licensee of its payment obligations under this Agreement, provided that (i) notice is provided to Licensee in writing, and (ii) such breach or default is not cured within forty-five (45) calendar days following the date such notice is deemed given.
	2. Licensee may terminate this Agreement in the event of a material uncured breach or default by Licensor of any of its representations, warranties and obligations under this Agreement, provided that (a) notice is provided to Licensor in writing and (b) such breach or default is not cured within fifteen (15) days following the date such notice is deemed given, unless such breach or default is by its nature incurable in which case this Agreement shall be terminable on the date of notice.
	3. Either party may terminate this Agreement in the event that Licensor (or any permitted successor or assigns) (a) institutes or otherwise becomes a party, voluntarily or involuntarily, to a proceeding alleging or pertaining to the insolvency or bankruptcy of that party; (b) is dissolved or liquidated; (c) makes an assignment of its material assets for the benefit of creditors; and/or (d) initiates or is subject to reorganization proceedings (each, a “Bankruptcy Event”).
	4. Notwithstanding anything said herein above, the Licensee shall have the right to withhold remittance of any of the installment(s) for cause. In the event, due to any breach of the Licensor, a third party claim, of any nature is received by the Licensee, the Licensee shall have the right to withhold remittance of any of the installment(s) until the time such breach is cured. Non-payment of any of the installment(s) for cause shall not be deemed to be a breach of the Licensee and the Licensor shall not have the right to terminate the contract or initiate proceedings of any kind against the Licensee for the same.
	5. If Licensor and/or any of its key personnel commits, or, if based upon an allegation supported by a reasonable investigation by the Licensee (or its assigns or licensees), is alleged to have committed, an act or an offense under central, state or local laws or which, in the sole and reasonable discretion of the Licensee (or its assigns or licensees), brings the Licensor and / or its key personnel into public disrepute, contempt, scandal or ridicule, or which reflects or would reflect unfavorably upon the Licensee (or its assigns or licensees), or the Title, the Licensee (or its assigns or licensees) shall have the right, in addition to and without prejudice to any other remedy of the Licensee of any kind or nature set forth herein, to (i) treat such act as a material breach and/or default under the applicable provisions of this Agreement and/or suspend or terminate this Agreement with immediate effect and (ii) delete the billing provided for in the Agreement from any exhibition or other uses of all or part of the Title, including without limitation in connection with the advertising and promotion thereof.
2. **Effect of Termination or Expiration**.
	1. Upon termination or expiration of this Agreement, the license and rights granted hereunder shall immediately terminate. 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.
	2. Upon termination of this Agreement by the Licensee , pursuant to Section 11(b), the gross License Fees received by the Licensor will be refunded by the Licensor on a pro-rated basis up to the date of termination. Those rights and obligations which by their very nature are intended to survive termination or expiration of this Agreement shall survive any such termination.
3. Governing Law; Dispute Resolution.

This Agreement was fully negotiated and entered into and shall be governed by and construed and enforced in accordance with the laws of India. The Parties agree to submit disputes to binding, confidential arbitration in Mumbai, India. Any dispute, controversy or claim arising out of or related to this Agreement or any breach, termination of claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be referred to arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“**MCIA Rules**”) in effect at the time the request for arbitration is made which rules are deemed to be incorporated by reference in this Section. The seat of Arbitration shall be Mumbai, India. The tribunal shall consist of 1 arbitrator who shall be jointly appointed by the Parties. In the event the Parties are unable to jointly decide on an arbitrator within fourteen (14) days of the request for arbitration, such sole arbitrator shall be appointed as per MCIA Rules. Any award (interim or final) rendered by the Arbitration Tribunal shall be binding on the Parties. This Section is severable from the Agreement and constitutes an independent binding contract between the Parties and shall survive the termination or invalidation of the Agreement. Notwithstanding the reference to arbitration, at any time, the Parties shall be free to approach any competent authority in India in the event Licensee needs to apply for any interim, urgent reliefs. Licensee may approach such competent authority prior to or after commencing arbitration. The Parties are to share costs and the arbitrator’s costs equally. Each Party will 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. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award, or as required by law.

1. Third Party Contractors and Licensee Affiliates. Licensee may use third party contractors (e.g., backend fulfillment providers that encode, encrypt, store and/or host content) or LicenseeAffiliates to exercise its rights and fulfill its obligations hereunder.
2. Right to sub-distribute and sub-license: Notwithstanding anything to the contrary in this Agreement, Licensor grants to Licensee the right to sub-distribute and/or sublicense and/or further license the Titles and any and all rights under this Agreement to any of the Licensee Affiliates in all cases for purposes of exercising any rights hereunder. Licensee shall be solely responsible for any act or omission of any Licensee Affiliate to which Licensee may have granted rights as specified hereunder, or that Licensee shall use for purposes of 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.
3. Notices. Notices and other communications required or permitted to be given under this Agreement shall be (i) 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 or the relevant Agreed Schedule; or (ii) copies of all notices to be sent to 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 or the relevant Agreed Schedule, provided, however, that all requests for approvals and consents to be sent to Licensee, required to must be sent via electronic mail, shall be sent to the email addresses in the signature block of this Agreement or the relevant Agreed Schedule. Notice shall be deemed effective upon receipt.
4. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder may be assigned by the Licensor without the prior written approval of the Licensee, which shall not be unreasonably withheld or delayed The Parties acknowledge and agree that the Licensee shall be free to assign this Agreement or any rights, licenses or obligations hereunder to any third party without the need to take any approval/consent from the Licensor or provide any notice to the Licensor. Any purported assignment not in accordance with this Section shall be void.
5. Counterparts/Further Instruments. 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. This Agreement may be executed by original or facsimile or PDF signatures, each of which shall be deemed an original. Licensor shall execute (as applicable) and deliver to Licensee all further documents as Licensee may reasonably request to perfect, protect, further evidence, renew and/or continue the rights granted and/or to effectuate any of the purposes and intents of this Agreement or the agreements referenced herein, including, without limitation, upon Licensee’s request, a short-form license substantially in the form (the “Short-Form License”) to be filed by Licensee with the U.S. Copyright Office and any other similar instruments required by foreign governments and jurisdictions (it being agreed and understood that such filings and similar instruments shall be permitted notwithstanding the ‘Confidentiality’ Section of this Agreement). The Licensor authorizes Licensee to record the Short Form License with the U.S. Copyright Office and provide such document to any other applicable agencies.
6. Miscellaneous. (i) If any provision of this Agreement, other than a provision going to the essence of this Agreement, is held to be unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of any other provision of this Agreement. Any provision of this Agreement held invalid or unenforceable shall, to the extent practicable, be substituted with a valid and enforceable provision that achieves the results contemplated by the parties in the original provision. (ii) Unless the context otherwise requires or unless otherwise specifically specified, (a) all references to the plural herein shall be construed to include the singular, all references to the singular shall be construed to include the plural, and all references to the masculine gender shall be construed to include the feminine gender; (b), the words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement without reference to specific paragraphs or sections shall refer to this Agreement as a whole and not any particular provision hereof and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. (c) days,” as used herein, shall constitute calendar, not business, days. (iii) The headings of paragraphs or section and subsections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. (iv) 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, benefit, or remedy of any kind under this Agreement. (v) This Agreement supersedes all prior or contemporaneous negotiations and agreements (whether oral or written) between the parties with respect to the subject matter hereof, and constitutes, along with the Schedules and Exhibits, a complete and exclusive statement of the terms and conditions of the Agreement between the parties with respect to such subject matter. (vi) This Agreement may not be amended or modified except by the written agreement of both parties. (vii) The language of this Agreement is English, and any translations shall have no effect and shall not be binding. (viii) It is hereby agreed and acknowledged by the Licensor shall be solely responsible for the payment of stamp duty under applicable stamp duty laws in India. (ix) 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. No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any other right or power, unless made in writing and signed by both parties.

**SIGNING PAGE FOLLOWS**

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| **Vista India Digitek Private Limited** |  | [*Licensor name*] |
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| Name: Rajiv Raghunathan |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Title: CEO |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**Schedule – 2**

**SHORT-FORM LICENSE**

The draft would be shared as and when the same is required by the Licensee.

**Schedule – 3**

**DELIVERY SCHEDULES**

**Source Material Requirements and Specifications**

**Post-Production Deliverables**

**Marketing and Promotional Material**

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, the Licensee 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.

**Please note that these requirements do not suffice across all the territories in the world. Some territories have certain store requirements which would entail the creation of local language subtitle files.**

**Unless those subtitle files are delivered to the Licensee, the the Licensee wouldn’t be able to exploit the title in that particular territory. In a case like that, the Licensee can surely assist the Licensor in originating the assets for those territories, however, the cost towards the same shall be borne by the Licensor.**

**Schedule – 4**

**PRODUCT PLACEMENT DISCLOSURE FORM**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Type of Placement (e.g., hands on, background, verbal mention, etc.)**  | **Episode(s) (if applicable)** | **Scene #**  | **Description of Placement and/or Screenshot** | **List of Company, Brand(s), Sub-brand(s) and/or Logo(s) Appearing** | **Consideration Received for Placement AND/OR****No Consideration, but Guaranteed Placement****(check ☑ whichever applies)**

|  |  |
| --- | --- |
| **Consideration** | **Guaranteed** |

 | **Product Placement Agreement and/or Product Release Previously Delivered to Licensee****☑** |
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**Product Placement Disclosure Form**

Licensee requires disclosure of any identifiable product or brand and/or logo which appears on-screen (either visually or verbally) (a) as a result of paid product placement or use and/or (b) even if not paid for, pursuant to a guarantee of placement or use in the production.

**TITLE OF PRODUCTION:**

Send your completed Product Placement disclosure form via email to:

line.producers@vistaindia.com

**Schedule – 5**

**LOGO**

