

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. **Definitions.** The following capitalized expressions shall have (save where the context unequivocally otherwise requires) the meanings respectively attributed to them as set out below:

“Affiliate” means in relation to a natural person, the spouse, parent, sibling or child (including a step child) of such person, and in relation to any entity, any person which Controls, is Controlled by, or is under common Control with, such entity.

“Airline Rights” means the right to distribute, publish, sell or exploit Subject Matter overall forms in-flight, in-ship and other in-transport entertainment platforms and closed-circuit public screening facilities including but not limited to fixed betting premises, hotels, restaurants, bars, oil rigs, educational institutions, hospitals, forces bases, with the explicit exception of cinemas.

“Authorized Device” means television sets, internet connected smart televisions and DVD/Blu-ray players, computers, game consoles, mobile devices, karaoke microphones, memory cards or handheld devices (including tablets and smart phones), HDMI-connected dongles, set top boxes (e.g. Apple TV, TiVo, Roku, and Google TV) and/or multi-channel video programming Label boxes of users in the Territories.

“Authorized Platform” means and includes only the platforms as described on the Cover Note.

“AVOD” (advertiser supported video-on-demand) shall mean the delivery and/or exhibition of Content where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer’s direction and where the consumer is required to view and/or is otherwise exposed to commercial messages or interruptions (whether display, interstitial or otherwise).

“Business Day” means a day (other than gazette public holiday, Saturday and Sunday) on which banks are open for business in India

“Cinema Rights” means the right to distribute, publish, sell or exploit Subject Matter in cinema halls

“Contents” has the meaning as described in Paragraph b of Annex 1.

“Control” (including, with its correlative meanings, the terms “Controlled by” or “under common Control with”) means (a) the possession, directly or indirectly, of the power to direct, or cause the direction of, management and policies of any person whether through Ownership of voting securities, by agreement or otherwise, or the power to elect more than half of the directors or other individuals exercising similar Author / Copyright Authorized with respect to any person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% in any person.

“Copyright” means the right to transmit, reproduce, import copies, translate, broadcast, display to the public, perform to the public, communicate to the public, adapt or transform, publish, sell, assign or distribute to the public by sale, rental export or otherwise any part of the Contents in any matter or form, including the right to grant a license or assign to a third party either in full or in part any of these economic rights in relation to the Contents.

“Digital Rights” includes VOD Rights and means the right to distribute, publish, sell or exploit Subject Matter over any digital or internet enabled device streaming audio-visual media, now known and devised in future limited to Author / Copyright Authorized Platforms and Author / Copyright Authorized Devices.

“DRM” (digital rights management) means a sequence of software or hardware instructions embodied in, related to or activated by Subject Matter that controls or manages copying, viewing, altering or accessing the Subject Matter, its content or elements.

“Internet TV Rights” or “IPTV Rights” means the right to distribute, publish, sell or exploit Subject Matter over Internet Protocol television in which audiovisual material or live television is not delivered via traditional terrestrial, satellite signal, and cable television formats but instead delivered using the Internet protocol suite over a packet-switched network such as a LAN or the Internet, in either linear or non-linear format.

“FVOD” (free video-on-demand) shall mean the delivery and/or exhibition of Content where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer’s discretion, where a program is non-advertiser-supported and where the consumer is not charged any fee or access charge, whether transactional, recurring, periodic or other. For the avoidance of doubt, this does not include a service which is free as part of a subscription package.

“Mobile Rights” means the right to distribute, publish, sell or exploit Subject Matter over all mobile devices based on WAP, SMS, IVR and/or Ring Back Tone (RBT) technology.

“Recordable Media Rights” means the right to distribute, publish, sell or exploit Subject Matter over physical and recordable media, now known and devised in the future, including but not limited to video or audio cassette, VHS, Vinyl, CD, DVD Blu-Ray, VCD, USB pen-drives and others.

“Reserved Platform” means distribution platforms that are not covered by the Author / Copyright Authorized Platform or the Agreement

“Reserved Rights” means rights that are not covered by the Agreement

“Satellite TV Rights” means the right to broadcast, publish sell or exploit Subject Matter via traditional terrestrial, satellite and cable television formats that do not use internet protocol for transmission.

“Subject Matter” means volumes of the Contents as set out in Annex 1 (as may be supplemented and amended by mutual agreement of the parties hereto from time to time).

“Subscriber” means a person who is Authorized by Author / Copyright Holder or its Affiliates to utilize the Authorised Platform in exchange for being charged by Author / Copyright Holder and for paying a regular, periodic fee for the privilege of utilising the Authorised Platform.

“SVOD”(subscription video-on-demand) shall mean a) secure internet streaming to Author / Copyright holder Devices of Content protected by an industry standard DRM format; b) progressive download (Progressive Download) to Author / Copyright holder Devices which cannot decrypt DRM protected content (for example an internet-connected Sony Bravia Blue-ray player); and c) complete Content download to an Author / Copyright holder Device with offline playback available for a period of up to thirty (30) days after the file is downloaded (Download and Play Offline), such files to be encrypted and stored via a digital locker functionality which ensures the encrypted content files are sequestered to a secure, inaccessible cache until deletion of the content thirty (30) days after download, via a service on which Subscribers may elect to view content at start times designated by the Subscriber and for which no "per transaction" or "per exhibition" charge is made to the Subscriber as a condition of receiving and/or viewing any particular item of Content.

“VOD Rights” shall mean the right to use, exploit and publish Subject Matter on the basis of AVOD, FVOD, SVOD and or TVOD.

“TVOD” (transactional video-on-demand) shall have the same meaning as SVOD except where the Subscriber is charged on a “per transaction” or “per exhibition” basis.

2. **Grant of Rights.** In consideration of Publisher & Label making the payments as described in Clause 3 below, Author / Copyright Holder hereby grants Publisher & Label a license and right to use the Licensed Rights in the Territory and during the Term, exclusivity and terms of which are determined on the Contract Cover note and below:
- a. The licence granted to Publisher & Label is limited to the right to:
 - i. publish the Contents over the Platforms in the Territory during the Term;
 - ii. extract parts of the Contents in any format (whether print, media or otherwise) and have the same published on all conventional and non-conventional media for the purpose of sublicense, lease, rent, sales, marketing and promotional activities
 - iii. To create ISRC codes or any other codes required to publish and/or promote the content in the platforms defined in the agreement, to create compilations, thumbnails, banners in accordance with the creative provided by the Author / Copyright Holder.
 - b. Publisher & Label is entitled to market, pitch and carry out such promotional activities, at its own cost, and in any manner as it deems fit, for promoting the availability of the Subject Matter over the Platforms of distribution.
 - c. Publisher & Label is entitled to release their copy of the complete version of the Subject Matter over the Author / Copyright holder Platform (“Publisher & Label Release”) after expiry of the period mentioned on the Contract Cover Note after the first date of release of the Subject Matter by Author / Copyright Holder (“Author / Copyright Holder Release”). However, during the period between the Publisher & Label Release and the Author / Copyright Holder Release, Publisher & Label shall have the right to publish other materials of the Contents or parts thereof in any media for sales, sublease, sublicense, promotional, marketing and/or publicity purposes.
 - d. For avoidance of doubt, all intellectual property rights and Copyright in the Subject Matter, including any modifications, updates, upgrades or alterations thereto or therein, are and shall always remain the exclusive property of Author / Copyright Holder or its Author / Copyright Holders. Nothing in this Agreement shall transfer, or be construed to transfer, ownership or any aspect of ownership of Author / Copyright Holder or its Author / Copyright Holders of Intellectual Property Rights in the Subject Matter or any part thereof, to Publisher & Label.
 - e. Author / Copyright Holder is entitled to use the logo of Publisher & Label as its “Digital Partner” for all its communications and shall use the logo in the creative’s wherever applicable.
3. **Payment.** In consideration of Author / Copyright Holder grant of the license, Publisher & Label shall pay Author / Copyright Holder the fees as set out in the Contract Cover Note. All payments to be made by Publisher & Label to Author / Copyright Holder under the Agreement shall be made after deduction of applicable taxes as per the prevailing laws. Publisher & Label shall provide Author / Copyright Holder with receipts evidencing payment of such taxes to the relevant government Author / Copyright Holder wherever applicable and feasible.

4. **Term and Termination.**

- a. The term of the Agreement shall be for the initial duration as set out in the Contract Cover Sheet (see overleaf) ("Term")
- b. Unless there is any material breach of the obligations arising hereunder, neither party can terminate the Agreement prior to the expiry of the Term. In the event of any material breach, the non-breaching party shall have to provide 60 (sixty) days prior written notice to the other party to cure such breach, and if the breaching party fails to cure such breach within such stipulated time, the Agreement may be terminated at the option of the non-breaching party.
- c. After expiry of the Term or after Termination in accordance with this clause, Publisher & Label will have no further right to exploit the rights granted to them under this Agreement. In such case Publisher & Label will
 - (i) Stop promotion, marketing, sales sublicense, enter into agreements of any kind of the Subject Matter
 - (i) Remove the Subject Matter from the all platforms after expiry of the period of contract with end user.
 - (ii) disable access to the Subject Matter from all Author / Copyright holder Devices and Author / Copyright holder Platforms after expiry of the its customer's contract period; and
 - (iii) Destroy or return all Subject Matter in their possession to Author / Copyright Holder within ninety (90) days, or as specified by the law of land or the platform owners;
- d. Author / Copyright Holder and Publisher & Label shall have the right to terminate this Agreement forthwith on written notice to Publisher & Label on gross breach of contract from either side.

5. **Security, DRM & Geo-filtering.** Publisher & Label will implement reasonable and available security, delivery, content access and copy protection/DRM measures with the objectives of a) only allowing the uses envisaged within the rights granted hereunder to be exploited, in accordance with all the provisions of this Agreement; and b) of preventing any Author / Copyright holder access, downloading, forwarding, copying, sharing, extraction, editing, or alteration of the Subject Matter. Without limiting the above, Author / Copyright Holder & Publisher & Label agrees for the following DRM: Widevine, Microsoft PlayReady DRM, Adobe Flash Access 3.0, Secure Media DRM using Encrypt nite ONE, NDS VideoGuardConnect, Microsoft WM-DRM 10 for Portable Devices, Google Chromecast, and Apple Fair Play. Publisher & Label will implement reasonable and available geo-filtering with the objective of ensuring that no exhibition of any part of any Subject Matter will be accessible outside the Territories.

6. **Copyright Infringement.** If either party becomes aware of an actual or suspected infringement of Copyright pertaining to the Subject Matter due to Publisher & Label use of the Licensed Rights, the parties shall consult each other to decide how best to coordinate actions and apportion costs. However, this shall not restrict the right of Author / Copyright Holder or Owner to take independent action for infringement of the Copyright in the Territory. Parties shall provide all reasonable assistance to one another as required in connection therewith and all costs incurred by Publisher & Label that are associated with such assistance are to be borne by Author / Copyright Holder.

7. **Representations and Warranties.** Author / Copyright Holder hereby represents and/or warrants to Publisher & Label that: (a) the grant of the IPR License does not and shall not infringe any valid Copyright or other proprietary right of any other person; (b) Author / Copyright Holder has or shall have the power to convey all rights granted.

8. **Indemnification.** Author / Copyright Holder shall defend, indemnify and hold harmless Publisher & Label, Publisher & Label's Affiliates and their respective officers, directors, employees and agents

("Indemnified Parties") from and against any demands, claim, suit, proceedings, damages, penalties, fees, costs (including attorney fees) and expenses that the Indemnified Parties may incur or suffer to defend, settle or otherwise respond to any third party claim that the Contents and/or the Subject Matter, when used as contemplated under this Contract, infringes any rights of such third party; or when it contains any libellous, defamatory, immoral or other unlawful material, or in case of any breach by Author / Copyright Holder of any term or condition of this Contract. Publisher & Label shall indemnify the Author / Copyright Holder against claims arising out of an activity solely resulting out of the acts of the Author / Copyright Holder's

9. **Confidentiality.** Each party undertakes to keep confidential and not disclose to any third party confidential information supplied by the other party under this Contract, except for disclosures on a need-to-know basis to its legal and financial advisors, or pursuant to an order from a competent regulatory Authority / Copyright holder or as is necessary as an aid to sales, marketing or distribution of the Contents and/or the Subject Matter. The confidentiality obligations hereunder shall remain in full force and effect notwithstanding the termination of this Contract for any reason.
10. **Entire Agreement.** The Agreement together with the Contract Cover Note, the Annexure and any other documents referred to in it, constitutes the whole understanding between the parties relating to its subject matter, and supersedes any prior drafts, agreements and undertakings, whether in writing or oral, relating to such subject matter. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms hereof.
11. **No Variation.** No variation of any provision of the Agreement shall be effective unless made in writing and signed by each of the parties. If any provision or part thereof is held to be illegal, void, invalid or unenforceable by a court of competent jurisdiction or change of laws or otherwise, the legality, validity and enforceability of the remainder of the particular provision and the whole of the Agreement shall not be affected.
12. **Assignment.** Publisher & Label shall assign, sub-contract or delegate its rights or obligations hereunder to third parties within the terms defined in the agreement.
13. **No Partnership.** Nothing herein contained shall be deemed to constitute a partnership between Author / Copyright Holder and Publisher & Label, nor constitute either party as the agent of the other party for any purpose.
14. **Notices.** All notices, reports and statements to be given and all payments to be made hereunder, shall be given or made by first class, registered or certified mail at the respective addresses of the parties as set forth above, unless notification of a change of address is given in writing, and the date of mailing, as post-marked, shall be deemed the date the notice, report or statement is given. The mailing of a notice by registered or certified mail shall constitute notice hereunder even in the event of non-receipt or refusal to accept by addressee.
15. **Governing Law.** The Agreement shall be governed by, and construed in accordance with, the laws of India.
16. **Disputes.** In the event any dispute, claim or controversy arising under or relating to the Agreement, including any dispute concerning the existence or enforceability hereof ("Dispute"), the parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If the Dispute is not resolved within 90 (ninety) days of notification of the Dispute by one party to the other, then either party may refer the Dispute to arbitration in India in accordance with the Arbitration Rules ("Rules") of the country for the time being in force, which Rules are deemed to be incorporated by

reference in this Clause. The arbitration tribunal shall comprise 3 (three) arbitrators. Author / Copyright Holder and Publisher & Label shall each appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall then appoint the third arbitrator, who shall be the chairman of the arbitral tribunal. Decision of the arbitral tribunal shall be final and binding on the parties. The language of the arbitration shall be English. Unless otherwise stated in the decision of the arbitral tribunal, the parties shall pay the fees of their respective legal counsels and appointed arbitrator and equally share the common costs of the arbitration including venue charges and fees of the third arbitrator. When a Dispute occurs, or when a Dispute is under arbitration, except for the matters under Dispute, the parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective obligations, hereunder.

17. **Equitable Relief.** Author / Copyright Holder acknowledges that the remedies available at law to Publisher & Label for a breach or threatened breach hereof may be inadequate in monetary terms and, in recognition of this fact, Publisher & Label, without posting any bond, and in addition to all other remedies which may be available to it, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available under the applicable laws.