

## KEY PROVISIONS IN TELEVISION DISTRIBUTION DEALS

### **FOR BENEFIT OF COPYRIGHT OWNER/LICENSOR**

#### GRANT OF RIGHTS

- i. Exclusive right to exhibit the finished tapes of the Licensed Episodes via basic cable linear television by any means of transmission only to authenticated subscribers, provided such transmission is linear television (“**Television Rights**”).
- ii. In connection with the Television Rights, the non-exclusive right within the Territory to stream (not download) each Licensed Episode via a free video-on-demand catch up window (“**FVOD**”) on a branded platform of the linear Network of the Licensee commencing as of the television premiere date of each such Licensed Episode for up to seven (7) days.

Any such internet and/or wireless and/or mobile exploitation with respect to the Licensed Episodes granted hereunder shall be geo-filtered to prevent such exploitation outside the Territory and Licensee shall have appropriate security, digital rights management and copy protection in place in accordance with industry standards.

#### RESERVATION OF RIGHTS

All rights not specifically granted to Licensee in this Agreement are hereby reserved by Owner, including without limitation, the right to exploit the Licensed Episodes via the internet, wireless, and/or any and all digital media, whether now existing or hereafter invented. For the avoidance of doubt, SVOD and /or AVOD/FVOD (except on a catch-up basis) rights are not being granted hereunder; and Licensee cannot exhibit the Licensed Episodes via a stand-alone SVOD and/or OTT site (e.g., Hulu/Netflix/Amazon) even if the Licensed Episodes are organized under Licensee’s branded environment.

## FOR BENEFIT OF DISTRIBUTOR/LICENSEE

### PRIOR EXPOSURE/EXCLUSIVITY

- i. Prior to the commencement of the Term, the Program shall only be exploited via theatrical, non-theatrical, airlines, traditional home video, electronic sell-through/download to own (i.e., a permanent copy is retained for a fixed fee per program download), Pay-Per-View/Video On Demand per the definition below, and pay cable television and the subscription video-on-demand (“**SVOD**”) service, which is branded the same as the pay cable television service to authenticated subscribers (e.g., Showtime On Demand is acceptable if the Program has already been licensed to Showtime prior to Licensee’s License Period), provided a periodic subscription fee is charged.
- ii. The Program shall be exclusive to Licensee during the License Period in the English language against all media except theatrical, non-theatrical, traditional home video, download to own (i.e., a permanent copy is retained for a fixed fee per program download), and Pay-Per-View/Video On Demand per the definition below.

“Pay-Per-View/Video On Demand” – Grantor shall be permitted to exploit the Program during the Term via pay-per-view as scheduled by a pay-per-view service or “video-on-demand” (i.e., where a per-viewing fee is charged to the consumer for viewing an exhibition of any Program for a twenty four (24) hour viewing period or up to seventy two (72) hours if required under VOD/PPV Agreements at a time selected by the consumer) (“**VOD Exploitation**”); and is not offered on a FVOD or SVOD service, subject to the following terms and conditions:

- (a) Any service offering such VOD Exploitation shall not be commercially supported/sponsored once a Program has been selected by the viewer (i.e., no commercial ads prior to, during or after such Program and commercials are not integrated into such Program itself), but banner ads can appear on the overall service itself;
- (b) Such VOD Exploitation shall not be named, marketed or branded in a manner similar or the same as a cable or broadcast network ; and
- (c) Viewers of any VOD Exploitation must be charged a per-exhibition transactional fee in the range customarily charged by providers of PPV/VOD services for the viewing of programs that are comparable in age to the Program.