

BROADCAST LICENSE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LICENSEE] (the "Licensee")
[address]

- and -

[NAME OF LICENSOR] (the "Licensor")
[address]

WHEREAS, Licensee owns and operates networks for exhibition of audio-visual material over all forms of cable or satellite television, including basic cable television, pay and subscription television, pay-per-view and satellite transmission, as well as internet transmission;

WHEREAS, Licensor is, and has been, in the business of producing and distributing motion pictures. Licensor currently owns the rights granted hereunder with respect to Licensor's inventory of motion pictures which have been acquired and/or produced by Licensor, or its affiliate companies; and

WHEREAS, it is the intention of the parties to enter into this Agreement relating to all motion pictures (the "Pictures").

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Grant of Rights

To the extent that any grant by Licensor to Licensee does not conflict with or infringe upon the rights previously granted or reserved to a third party, and subject to the terms and conditions hereof, as to each and every Picture, Licensor hereby grants to Licensee the right and license under copyright to broadcast, exhibit, and/or display any and all versions (including as set forth in Section 1.4) of the Pictures over any form of cable or satellite television, and/or by internet transmission, whether known or hereafter discovered.

Licensee is hereby granted the following rights, the exclusivity or non-exclusivity thereof to be determined as set forth below:

- 1.1 The right to distribute and publish the Pictures using all forms of satellite, cable, or other transmission to television sets, computer monitors, or other devices intended to receive audio-visual images, whether now known or hereafter discovered, including any and all forms of pay-per-view television, including CATV or cable television, any form of pay-over-the-air television system, closed circuit video system, video-on-demand system, satellite master antenna television system, DBS system (including but not limited to KU-Band), hotel/motel system, and any and all other pay television systems which exhibit motion pictures as part of a pay-per-view service. Such systems include, but are not limited to, hotels, motels, inns, lodges, hospitals, nursing homes, convalescent homes, offices, military bases, prisons, ships, oil rigs, dormitories, and the like carrying a pay or pay-per-view service via satellite, cable, or internet transmission.

Notwithstanding the foregoing, it is acknowledged and agreed that neither Licensee, nor any affiliate of Licensee, may sell or distribute copies of the Pictures as stand-alone products to a pay-per-view type service.

- 1.2 The rights to distribute and publish the Pictures via internet transmission, including, but not limited to, "narrow band" internet service (i.e. below 56k dial-up modem connections), "broad band" internet service (i.e. 56k or above dial-up modem connections), and all other forms of internet transmission, whether now known or hereafter discovered (the "Internet Rights").
- 1.3 The television, pay-per-view, and Internet Rights granted hereunder include the rights to exhibit, broadcast, display and radio simulcast all or any portion of the Pictures, including excerpts therefrom, and to subdistribute such rights, in all versions, in and throughout the Territory; provided that Licensee may not, under any circumstances, re-license individual Pictures to third parties.
- 1.4 The right to make such edits, changes, and alterations to the Pictures, including changing the title of any Picture, as Licensee, at its sole discretion, deems appropriate or necessary for time restrictions, to comply with any applicable censorship requirements, or to create new versions to accommodate Licensee's marketing plans; provided that Licensee will not create any compilations of the Pictures for separate exhibition, other than for promotional purposes, or in connection with a multi-channel internet feed.

Licensor shall deliver to Licensee, the masters of all existing versions of the Pictures, plus any and all outtakes or cover shots, wrap-arounds, director's cuts, interviews, production stills, artwork, etc. as may be available, in accordance with Licensee's delivery requirements (attached hereto as "Schedule A"). Licensor shall also provide Licensee with any "behind the scenes" videos from the sets of the Pictures during their production, in accordance with Licensee's reasonable requests.

In the event new versions of the Pictures are created by Licensor after delivery to Licensee, including any versions dubbed into any foreign language, Licensor shall immediately furnish Licensee with masters of such new or dubbed versions, in accordance with the delivery specifications (attached hereto as "Schedule A").

- 1.5 The right to create, at Licensee's sole cost and expense, new and different versions of the Pictures for exhibition via satellite, cable, or the internet, as contemplated above. Such derivative versions may constitute separately copyrightable derivative works of Licensor. Such new versions shall be delivered to Licensor only upon the termination of Licensee's right to such Pictures under this Agreement, and in such format as conforms to Licensor's technical specifications. Licensor shall pay Licensee _____ dollars (\$_____) for each such Picture. Other than the license rights set forth herein, Licensee shall have no rights to any derivative works so produced.
- 1.6 The right to translate and dub the title and soundtrack of any and all versions of the Pictures in any language, and to distribute such dubbed versions throughout Licensee's Territory.
- 1.7 The right to copy, in any form or medium deemed appropriate by Licensee, the Pictures and to distribute such copies in the normal course of Licensee's satellite, cable, or internet business. For example, such copies may be used as screening cassettes, duplicate masters furnished to one or more television, pay-per-view or internet systems, or copies to be used as promotional or marketing materials in connection with Licensee's business activities.

Such copies may not be sold or distributed by Licensee, or any of Licensee's affiliates, to the public as a separate product, such as a VHS cassette, CD-ROM, or DVD disc.

THIS IS AN 8-PAGE AGREEMENT.