

PRIME VIDEO GENERAL TERMS

These general licensing terms (the “**General Terms**”) set forth the general terms and conditions for the licensing of Licensed Content from Licensor to Amazon (each of “**Amazon**” and “**Licensor**” as defined in the applicable Deal Terms) via the applicable Deal Terms. Attachment B (TVOD Terms) is only applicable if Licensed Content is licensed for TVOD distribution in the Deal Terms; Attachment C (Channels Terms) is only applicable if Licensed Content is licensed for Channels Access distribution in the Deal Terms. These General Terms (including the TVOD Terms or Channels Terms, if applicable) are incorporated by reference into each Agreement that the Parties execute. In the event of a conflict between the individual terms of an Agreement, the following order of precedence shall apply: (1) the Deal Terms, (2) if applicable, the TVOD Terms (Attachment B) or Channels Terms (Attachment C), and (3) the remainder of these General Terms.

Unless defined in the Deal Terms, the TVOD Terms or Channels Terms, if applicable, capitalized terms used in these General Terms are defined in Attachment A hereto.

1. Licenses and Grant of Rights.
  - 1.1. License to Use Licensed Content. Licensor grants to Amazon a license to use, reproduce, encode, encrypt, reformat for online delivery, market, display, transmit, make available and distribute the Licensed Content in the Licensed Language via the Licensed Service pursuant to the Distribution Mode set forth in the applicable Deal Terms via streaming and download. Without limiting the foregoing, this license includes the right to
    - (a) reproduce and store the Licensed Content in digital form,
    - (b) transmit, reproduce, cache, and use the Licensed Content as may be technologically necessary to enable Amazon to exploit the rights licensed to Amazon and under the Agreement,
    - (c) modify Licensed Content if and to the extent required by applicable law, and
    - (d) reproduce, transmit, and display the Authorized Promotional Materials online and in other media for promotional purposes including promoting the Licensed Video Content, the availability of the Licensed Video Content via the Licensed Service, and Amazon properties through which the Licensed Service is available; and
  - 1.2. Promotional Clip. Amazon may create a promotional excerpt from each Licensed Title consisting of up to three (3) consecutive minutes of footage (a “**Promotional Clip**”).
  - 1.3. Localization. Amazon may create, insert and distribute Language Assets in any Licensed Language and localize or obtain any Title Metadata for any country within the Territory.
2. Access Controls, DRMs, and Geo-Filtering. Amazon will employ (a) Authorized Access Controls, (b) an Authorized DRM, and (c) an Authorized Geo-Filtering Technique in connection with its distribution of Licensed Video Content to Authorized Users of the Licensed Service.
3. Delivery. For each Licensed Title, Licensor will deliver to Amazon, at Licensor’s cost, the Delivery Materials in accordance with the applicable Content Delivery Specifications. The copies of Licensed Content that Licensor delivers to Amazon will not contain any advertisements (e.g. bumpers,

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trailers, digital on-screen graphics tags, etc.), except for head/tail logo(s) associated with the producing entities at the beginning or end of a program. Licensor will be responsible for any work and/or cost required to create non-delivered Delivery Materials and conform the Delivery Materials to the Content Delivery Specifications.

### 4. Warranties; Indemnification.

4.1. Warranties. Each Party represents and warrants that it has the right, power and authority to enter into and fully perform the Agreement. In addition, Licensor represents and warrants that:

- (a) the Licensed Content complies with applicable law;
- (b) the Public Performance Rights in the Licensed Content are either (i) controlled by the relevant dominant local collection society or music copyright society for rights in musical compositions and lyrics for each jurisdiction in the Territory, (ii) controlled by Licensor (in which case, such rights are hereby granted to Amazon), or (iii) in the public domain; and
- (c) other than with respect to Public Performance Rights, Licensor has obtained or otherwise possesses all rights, permissions, releases, waivers and clearances necessary for Licensor to grant Amazon the rights granted in the Agreement, and for Amazon to exploit those rights, without the need for any further payments to any party, and no other licenses, rights, clearances, permissions, consents, releases, waivers, or payments (other than with respect to Public Performance Rights) are required in order for Licensor to grant to Amazon, or for Amazon to exploit, the rights granted in the Agreement;
- (d) it and its financiers are not subject to sanctions or designated on any list of prohibited or restricted parties (and it is not owned, controlled, or funded by such a party), including the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, or other applicable government authority.

### 4.2. Indemnification.

- (a) Each Party (an “**Indemnifying Party**”) will (i) defend the other Party, its Affiliates and their respective officers, directors, and employees (collectively, the “**Indemnified Party**”) from and against any third-party claim, demand, action, suit, investigation, arbitration or other proceeding (collectively, “**Claims**”) brought against any Indemnified Party that is based on the Indemnifying Party’s gross negligence, willful misconduct or fraud, or any breach by the Indemnifying Party of any of its obligations, representations or warranties in the Agreement or, where Amazon is the Indemnified Party, any Claim that Amazon’s exploitation of the Licensed Content in connection with the Licensed Service as permitted herein violates any law or the right of any third party, and (ii) indemnify and hold harmless the Indemnified Party against amounts that are awarded, paid or payable to any third party as a result of any judgment or settlement of such Claims and all reasonable expenses and costs (including reasonable attorneys’ fees) incurred by the Indemnified Party in defense of such Claims.
- (b) If an Indemnified Party is entitled to indemnification under this Section 4.2, then the Indemnified Party will give the Indemnifying Party prompt written notice of the Claim

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(provided, however, that any delay in notification will not relieve the Indemnifying Party of its obligations under the Agreement except to the extent that the delay impairs its ability to defend) and cooperate reasonably with the Indemnifying Party, at the Indemnifying Party's expense, in connection with the defense and settlement of the Claim. The Indemnifying Party will, at its own expense, to the extent legally possible, have sole control of the defense or settlement of the Claim; provided, however, that in settling any Claim, the Indemnifying Party will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by or the imposition of any liability upon the Indemnified Party without the prior written approval of the Indemnified Party. The Indemnified Party will have the right to participate fully, at its own expense and with counsel of its own choosing, in the defense of any Claim.

### 5. Termination.

5.1. Notice of Termination. Either Party may terminate an Agreement, effective 30 days following the receipt of written termination notice by the other Party, in the event that the other Party (a) commits a material breach of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days after receiving written notice to do so, or (b) suffers an Insolvency Event.

5.2. Effects of Termination. On and after the expiration or earlier termination of any Agreement, any provision of the Agreement, which by its nature or express terms should survive in relation to such Agreement, will survive, including Sections 4 and 7-10 of these General Terms. Amazon will use commercially reasonable efforts to cease making the affected Licensed Video Content available for further distribution on the Licensed Service as soon as reasonably possible.

5.3. Business Conduct. Licensor acknowledges that Amazon's code of business conduct and ethics prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Neither Amazon nor Licensor will violate or knowingly permit anyone to violate this prohibition on bribery or any applicable anti-corruption laws in performing its duties under the Agreement.

6. Taxes. As between the Parties, Amazon will be solely responsible for collecting and paying to the appropriate taxing authorities any national, state or local sales or use taxes, value added taxes ("VAT") or similar taxes (collectively "**Transaction Taxes**") applicable to Transactions by Authorized Users. Amazon will not be required to pay any taxes imposed on or measured by Licensor's net income, net profits, income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added (other than value added tax in the nature of sales or use or similar taxes), net worth, all real property and ad valorem taxes imposed by any governmental authority on the fees payable to Licensor under the Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise. All payments payable by Amazon to Licensor under the Agreement are inclusive of all Transaction Taxes that apply to the license of the Licensed Video Content by Licensor to Amazon. If and to the extent any payments hereunder are subject to and include any applicable Transaction Taxes, Licensor will supply Amazon with an original, valid tax invoice, to the extent available under the applicable law, separately stating these Transaction Taxes,

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to enable Amazon to claim credit for these taxes as applicable. Amazon may provide Licensor with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Licensor will not charge or collect the taxes covered by such certificate. If taxes are required to be deducted or withheld on any payments to be made to Licensor under applicable law, then Amazon will (i) deduct such taxes from the amount owed to Licensor and pay them to the appropriate taxing authority as required by applicable law and (ii) secure and deliver to Licensor a receipt or other legally required documentation for any taxes withheld as required under applicable laws. Payment to Licensor as reduced by such deductions or withholdings will constitute full payment and settlement to Licensor of amounts payable under the Agreement. Except as specified in this Section, each Party will be responsible for its own taxes as levied by the applicable taxing authorities. Throughout the Term of the Agreement, Licensor will provide Amazon with any forms, documents or other certifications as may be required by Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under the Agreement.

7. Confidentiality. Licensor and Amazon will comply with the terms of any nondisclosure agreement that may exist between them or their Affiliates. If no such nondisclosure agreement exists, Licensor agrees to be subject to [these nondisclosure terms](#). Licensor will not issue press releases or publicity relating to Amazon or the Agreement without Amazon's prior written consent.

8. Limitation of Liability and Disclaimer of Warranties.

8.1. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 4.2 AND THE CONFIDENTIALITY OBLIGATION SET FORTH IN SECTION 7 AND TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR (A) DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO AN AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE LOWER OF \$100,000.00 USD OR THE AGGREGATE AMOUNTS PAID BY AMAZON TO LICENSOR IN LICENSE FEES UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM BEING MADE, OR (B) ANY LOST PROFITS OR LOST REVENUES, OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO AN AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS PROVISION WILL NOT BE DEEMED TO WAIVE ANY OF LICENSOR'S RIGHTS AT LAW OR IN EQUITY TO ENFORCE AN AGREEMENT WITH RESPECT TO PAYMENTS THEN CURRENTLY DUE TO LICENSOR BY AMAZON. TO THE EXTENT REQUIRED BY LAW IN THE RELEVANT JURISDICTION OF THE PARTIES, THE PARTIES DO NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY SUCH APPLICABLE LAW.

8.2. Disclaimer of Warranties. THE LICENSED SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS, AND AMAZON MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CAPABILITIES OF THE LICENSED SERVICE, ANY AUTHORIZED DRM, OR ANY ELEMENTS THEREOF, TO LICENSOR. LICENSOR SHOULD NOT ASSUME ANY SUCH WARRANTIES, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED.

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9. Assignment and Sublicensing. Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party, except that either Party may assign, novate or otherwise transfer any of its rights or obligations under the Agreement, without such consent (a) to any Affiliate (provided that any such assignment will not relieve the assigning Party of its obligations hereunder), or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its related assets or similar transaction (provided that any such assignment will not relieve the assigning Party of its obligations hereunder). Amazon may subcontract, delegate or sublicense any of its rights or obligations hereunder to any Subcontractor or Affiliate, as deemed necessary by Amazon to operate the Licensed Service, provided that any such subcontract, delegation, or sublicense will not relieve Amazon of its obligations under the Agreement. The Agreement will be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective successors and assigns.
  
10. Miscellaneous. A waiver of any breach, default, right or remedy under the Agreement will not constitute a waiver of any other or subsequent breach, default, right or remedy. The failure of either Party to enforce any term of the Agreement will not constitute a waiver of such Party's rights to subsequently enforce the term. The remedies specified in the Agreement are in addition to any other remedies that may be available at law or in equity. For the purposes of the Agreement, Amazon and Licensor are independent contracting parties, and nothing herein will be construed as creating an agency relationship, a fiduciary relationship, an employer-employee relationship, a partnership, a joint venture or an obligation to form any such relationship or entity between Amazon and Licensor. Neither Party will represent itself to be an employee, representative, partner, or agent of the other Party. Neither Party will have any authority to enter into any agreement on the other Party's behalf or in the other Party's name or otherwise bind the other Party to any agreement or obligation. Each Agreement will be governed exclusively by (a) the laws of the State of New York applicable to agreements entered into and to be performed wholly therein (without reference to that State's conflicts of laws rules and principles) and (b) the federal laws of the United States of America. Any legal action or proceeding by either Party to enforce or construe or otherwise concerning an Agreement will be brought exclusively in the state and federal courts (as applicable) located in New York in the State of New York. In any such action or proceeding, each Party agrees irrevocably to submit to the exclusive personal and subject matter jurisdiction and venue of such courts. To be effective, any notice, consent or approval by either Party must be in writing and sent by mail or email to the applicable addresses set forth on the cover page of this Agreement, unless otherwise specified. If any term of an Agreement is held to be invalid, void or unenforceable, then the remaining terms of an Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. Each Agreement represents the entire agreement between Licensor and Amazon concerning the subject matter thereof and supersedes and supplants any and all other agreements, memoranda, documents, communications, understandings, negotiations, discussions, proposals, representations and promises, whether written or oral, between Amazon and Licensor relating to such subject matter. Any changes to an Agreement must be in writing and signed by respective authorized representatives of each Party. The rights granted to Amazon pursuant to an Agreement may be exercised by Amazon or its Affiliates. Nothing in the Agreement will restrict either Party from exercising any right it has pursuant to another applicable permission or would have at law in the absence of an Agreement.

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Amazon entities that sign any Agreement are severally and not jointly liable for their respective obligations under the relevant Agreement. An Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement, and transmission of an executed counterpart of an Agreement by email shall take effect as delivery of an executed counterpart of an Agreement.

**ATTACHMENT A  
DEFINITIONS**

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Amazon or Licensor, as appropriate.

“**Amazon Brand**” means any brand or trademark of Amazon or its Affiliates.

“**Audio Description**” means an audible narration track intended to describe images in a work of video programming for the visually impaired.

“**Authorized Access Control**” means the process by which Amazon authenticates Authorized Users prior to enabling them to receive access to Licensed Video Content from the Licensed Service.

“**Authorized DRM**” means a digital rights management solution which has been applied by Amazon or an Affiliate of Amazon to content licensed from at least two Major Studios.

“**Authorized Geo-Filtering Technique**” means the process by which Amazon controls the distribution of audio-visual content by geography, which process Amazon or an Affiliate of Amazon applies to content licensed from at least two Major Studios.

“**Authorized Promotional Materials**” means (a) the Licensor Promotional Materials, (b) any associated or embedded Licensor Marks, (c) any Promotional Clip, and (c) promotional materials created by Amazon, if any.

“**Authorized User**” means an individual and each member of his or her household who has accepted the terms and conditions to become a user on the Licensed Service.

“**Availability Date**” means the first date on which Amazon is authorized to make the Licensed Title available in the Territory via the respective Distribution Mode, as specified in the relevant Deal Terms.

“**Availability Notice**” means an availability notice provided by Licensor in accordance with the applicable Content Delivery Specifications.

“**AVOD**” means the granting of access to audio-visual content for private viewing by users on an advertisement-supported on-demand basis, where the user is not required to pay any fee to view such content.

“**Channel(s)**” means the channel(s) as set forth in any applicable Channels Deal Terms, consisting of an SVOD subscription and/or one or more Linear Services, including all audio-visual programs included therein (as updated from time to time).

“**Channel Access**” means a subscription offering of the Channel, which may or may not require a buy-through, but which, otherwise, does not include any subscription video services offered by third parties.

“**Content Delivery Specifications**” means the Video Central Support technical specifications provided by Amazon to Licensor for the respective Distribution Mode and Territory (and available via the following URL - <https://videocentral.amazon.com/home/help>), as updated from time to time during the Term.

“**Deal Terms**” means the TVOD Deal Terms, SVOD Deal Terms, Channels Deal Terms or AVOD Deal Terms, as applicable

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**“Delivery Materials”** means (a) a copy of each Licensed Title at the highest resolution available to Licensor, including “UHD,” and/or “4K” if available, and as a separate file, if available “HDR”, but at least HD in every case unless agreed differently in the relevant Deal Terms, (b) the Language Assets, (c) the Licensor Promotional Materials, (d) the Title Metadata, and (e) all other materials required under the Content Delivery Specifications.

**“Distribution Mode”** means TVOD, SVOD, Channels Access and/or AVOD, as applicable.

**“EST”** means the sale of a license to an item of audio-visual content allowing for repeated private viewing by an authorized user over an indefinite period of time.

**“FVOD”** means the granting of access to audio-visual content for private viewing by users on a free-on-demand, non-advertising supported basis, where the user is not required to pay any fee to view such content.

**“HD”** means a video resolution with 720 or more vertical lines of resolution.

**“Insolvency Event”** means an event whereby a Party (a) becomes insolvent, (b) files a petition for bankruptcy or if a proceeding or other action is filed against such Party under bankruptcy or similar laws (unless such petition or proceeding is dismissed within 60 days), (c) makes an assignment for the benefit of creditors, or (d) any events analogous to (a) through (c) in any jurisdiction outside of the United States.

**“Language Assets”** means the audio track, subtitles and/or dubbed language version audio track with respect to a Licensed Title as specified in the Deal Terms or the Channels Terms or TVOD Terms (if applicable) and the Required Accessibility Materials.

**“License Fee”** means the fee(s) as specified in the applicable Deal Terms.

**“Licensed Content”** means collectively (a) the Licensed Video Content (including the Language Assets), (b) the Authorized Promotional Materials, and (c) any associated Licensor Marks.

**“Licensed Language”** means all languages (unless otherwise specified in the relevant Deal Terms).

**“License Period”** means, with respect to each Licensed Title, the period (commencing on the Licensed Title’s Start Date) during which Amazon may make the applicable Licensed Title available on the Licensed Service.

**“Licensor Marks”** means any trademark, service mark, URL, domain name, trade name, other proprietary logo or insignia, or other source or business identifier, that is embedded or incorporated into Licensed Titles or the Authorized Promotional Materials.

**“Licensor Promotional Materials”** means the names, logos, trailers, publicity images and other publicity material, including applicable Title Metadata, supplied by Licensor to Amazon or any of its Affiliates for any Licensed Video Content pursuant to this Agreement or otherwise in connection with any other use approved by Licensor, which must include at minimum for each Licensed Title: key art, PNG or JPEG stills, and vector graphic files, each in the formats and specifications provided by Amazon; and which Licensor will localize for each country within the Territory (if applicable).

**“Licensed Video Content”** means (i) the Licensed Titles and (ii) the Linear Service(s) (as defined in the Channels Terms), if any.

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**“Licensed Service”** means one or more digital video services branded with an Amazon Brand through which Authorized Users may access Licensed Titles.

**“Licensed Titles”** means the audio-visual programs that Licensor authorizes Amazon to make available on the Licensed Service via the respective Distribution Mode pursuant to the respective Agreement.

**“Major Studio”** means any of the following studios or networks (or their applicable affiliate that licenses content for distribution on the Licensed Service): Warner Bros. Pictures, Twentieth Century Fox Film Corporation, Walt Disney Studios, Paramount Pictures, Sony Pictures, Universal Pictures, Amazon Studios, Lions Gate, MGM, NBC, ABC, Fox Broadcasting Co., Miramax, Viacom, or CBS.

**“Parties”** means Amazon and Licensor, and **“Party”** means Amazon or Licensor, as applicable.

**“Public Performance Rights”** means public performance rights, interactive transmission rights, or rights to communicate to the public (as applicable) with respect to musical compositions and lyrics contained in the Licensed Content.

**“Required Accessibility Materials”** means (a) closed captions in the original language to the extent the United States of America are part of the Territory and (b) closed captions and Audio Descriptions (i) as required in the applicable Deal Terms, (ii) in all languages required by law in the applicable Territory and applicable to Licensor, Amazon or the Licensed Service, and (iii) in all other Licensed Languages available to Licensor.

**“Start Date”** means, with respect to each Licensed Title, the first date on which Amazon makes the Licensed Title available in the Territory via the respective Distribution Mode.

**“Subcontractor”** means any third party retained by Amazon to provide encoding, storage, distribution, fulfillment, financial, operational, or other services in connection with the Licensed Service.

**“SVOD”** means the mode of distributing audio-visual programs whereby access to the programs is provided via the Internet to users who qualify as subscribers for on-demand viewing on a subscription basis, where a fee is required to be paid for such access (other than in the case of a free trial) and such access is permitted only during the period in which a user qualifies as a subscriber.

**“Term”** has the meaning specified in the applicable Deal Terms.

**“Territory”** has the meaning specified in the applicable Deal Terms.

**“Title Metadata”** means the cast, production team, running time, synopsis, description, rating, and other textual information supplied by Licensor or Amazon for any Licensed Video Content pursuant to this Agreement, which Licensor will localize for each country within the Territory.

**“Transaction”** means the steps an Authorized User must complete in order to fully pay for and gain access to Licensed Video Content via the respective Distribution Mode.

**“TVOD”** means VOD and EST.

**“UHD”** means a video resolution with 2160 or more vertical lines of resolution.

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“VOD” means the mode of distributing audio-visual content whereby access to the programs is provided to a consumer who has requested that item of content, for repeated private viewing by the consumer during a finite period only, where a discrete fee is required to be paid for such access.

**ATTACHMENT B**  
**TVOD TERMS**

These special terms for TVOD (the “**TVOD Terms**”) apply for the distribution of Licensed Content via TVOD.

1. Rights Granted.
  - 1.1. Digital Locker. Notwithstanding any expiration or termination of the Agreement for any reason, Amazon may continue (i.e., after the conclusion of the Term) to exercise the rights granted hereunder in order to provide Authorized Users who transact for Licensed Titles on a TVOD basis during the Term the ability to continue to access (including via re-download and streaming from the Service) and view the applicable Licensed Titles after the Term; provided, however, Amazon may not offer Authorized Users the opportunity to transact for Licensed Titles on a TVOD basis after the Term.
  - 1.2. Rental Period. “**Rental Period**” means the period during which an Authorized User, who completes a Transaction for VOD with respect to a Licensed Title, may view the Licensed Title. For VOD transactions of Licensed Titles, Amazon may allow a Rental Period which will be the greatest of (i) a period of time approved by at least two Major Studios, (ii) a period of time (a) commencing at the time the Authorized User initiates playback of such purchased Licensed Title and (b) expiring 72 hours after the time at which the Authorized User initiates playback of such Licensed Title, and (iii) any longer period agreed to by Licensor with any other distributor.
2. Licensed Title Selection. The Licensed Titles will include at a minimum the same audio-visual programs (including with respect to TVOD offer type (i.e., EST and VOD), format and availability period also offered by Licensor directly or via any other distributor on a TVOD basis in the Territory and such Licensed Titles licensed to Amazon shall have the same or earlier delivery dates as compared to any such other distributor.
3. Language Assets. In addition to the language assets as per the General Terms Licensor shall deliver the language localization materials set forth on Appendix B1 to these TVOD Terms for TVOD and such additional language assets shall be considered Delivery Materials for the purpose of the Agreement.
4. License Fees and Payment terms.
  - 4.1. License Fees and pricing. Amazon shall pay to Licensor the License Fee as specified in the relevant TVOD Deal Terms, but Amazon will have sole discretion to determine the retail prices charged for offerings on the Service. For purposes of calculating License Fee payments Amazon will be entitled to an adjustment for returns and credits and for amounts not collected due to bad debt.

**APPENDIX B1 TO ATTACHMENT B**  
**Required Localization Materials**

For each licensed Territory, Licensor will deliver to Amazon the corresponding Title Metadata, subtitles and dubbed audio files in the languages below:

	<b>Territory</b>	<b>Title Metadata</b>	<b>Subtitling</b>	<b>Dubbing</b>
1	Australia/New Zealand	English	English	English
2	Brazil	Brazilian Portuguese	Brazilian Portuguese	Brazilian Portuguese
3	Canada	English, French	English, French	English, French
4	China	Simplified Chinese	Simplified Chinese	Mandarin
5	Czech Republic	Czech	Czech	Czech
6	Denmark	Danish	Danish	Danish
7	Finland	Finnish	Finnish	Finnish
8	France	French	French	French
9	Germany / Austria	German	German	German
10	Greece	Greek	Greek	Greek
11	Hong Kong	Traditional Chinese	Traditional Chinese	Cantonese
12	India	English, Hindi, Tamil, Telugu, Malayalam, Kannada, Bengali, Marathi	English, Hindi, Tamil, Telugu, Malayalam, Kannada, Bengali, Marathi	English, Hindi, Tamil, Telugu, Malayalam, Kannada, Bengali, Marathi
13	Italy	Italian	Italian	Italian
14	Japan	Japanese	Japanese	Japanese
15	Latin American Countries (excl. Brazil)	Latin Spanish	Latin Spanish	Latin Spanish
16	Middle East	Modern Standard Arabic	Modern Standard Arabic	Arabic
17	Netherlands	Dutch	Dutch	Dutch
18	Norway	Norwegian	Norwegian	Norwegian
19	Poland	Polish	Polish	Polish
20	Portugal	Iberian Portuguese	Iberian Portuguese	Iberian Portuguese
21	Romania	Romanian	Romanian	Romanian
22	Russia	Russian	Russian	Russian
23	Singapore	English, Simplified Chinese	English, Simplified Chinese	English, Mandarin
24	South Korea	Korean	Korean	Korean
25	Southeast Asia Region	Bahasa Indonesian, Thai, Malay	Bahasa Indonesian, Thai, Malay	Bahasa Indonesian, Thai, Malay
26	Spain	Castilian Spanish	Castilian Spanish	Castilian Spanish
27	Sweden	Swedish	Swedish	Swedish

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28	Taiwan	Traditional Chinese	Traditional Chinese	Mandarin
29	Turkey	Turkish	Turkish	Turkish
30	UK	English	English	English
31	USA	English	English	English

**ATTACHMENT C  
CHANNELS TERMS**

These special terms for Channels Access (the “Channels Terms”) apply for the distribution of Licensed Content via Channels Access.

1. Rights Granted. Amazon will have the right, but not the obligation, to offer Authorized Users of the Licensed Service the opportunity to receive Channel Access to Channels as set forth in Schedule 1 to the Channels Deal Terms, which will include access via free trials; provided, however, that in the event that such free trials exceed a trial period for a given Authorized User of 30 days and three weekends (or any longer period for which Amazon is entitled to offer free trials pursuant to any other provision of this Agreement) for such Authorized User per year, then Amazon will be obligated to pay License Fees based on the Purchase Price such Authorized User would have paid in the absence of the applicable additional free trial period(s).
2. License Fees. Amazon shall pay to Licensor for each Transaction the License Fee as specified in the applicable Channels Deal Terms, but Amazon will have sole discretion to determine the retail prices charged for offerings on the Licensed Service. For purposes of calculating License Fee payments Amazon will be entitled to deduct (i) the allocable portion of any adjustment for returns and credits and for amounts not collected due to bad debt; (ii) the allocable portion of any sums paid, payable or reasonably determined by Amazon to be payable by Amazon for the clearance of the communication to the public, public performance or reproduction right (as applicable) relating to such purchase; and (iii) 5% of the License Fee which is intended to cover Amazon’s distribution costs.
3. Channels Parity. The Channels will, at a minimum, be the same subscription(s), including the same titles with the same availability periods, usage rules, manner and mode of distribution, as such subscription(s) made available by Licensor directly or via any other distributor. For the avoidance of doubt, the foregoing includes any subscription made available under any substantially similar or successor brand.
4. Licensor Marketing. Licensor shall list Amazon as a distributor of the Channel in the same manner as Licensor lists any other distributor of such Channel on Licensor’s website, any distributor directories, and all printed/on-line/on-air/social networking advertisements (local, regional, or national).
5. Regulatory Compliance. Licensor shall deliver Channel(s) to Amazon in a manner sufficient to allow Amazon to comply with any applicable law.
6. Linear Service. In case the Channel(s) contain one or more Linear Services, as defined below and set forth in the applicable Channels Deal Terms, the provisions of this section 6 shall additionally apply to these Linear Services, and, where there is a conflict, shall overrule the other provisions of these Channels Terms and the General Terms.
  - 6.1. The Linear Service. Licensor shall provide the linear programming service(s) listed in the applicable

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Channels Deal Terms (the “**Linear Service**”), including any and all feeds thereof in their entirety to Amazon, meaning that the programming (including available languages and dual language formats) on the Linear Service, as received by each Authorized User at a given point in time, shall be the same as the programming (including available languages and dual language formats) on the Linear Service that is received by all other subscribers to the Linear Service in the Territory at such point in time.

- 6.2. Incremental Linear Service Rights Granted. Licensor hereby grants to Amazon during the Term, and Amazon hereby accepts, the right and license to (i) transmit the Linear Service via linear transmission and (ii) enable the following types of enhanced functionality with respect to programming on any feed of the Linear Service: (a) “**Start Over**” functionality, whereby an Authorized User may restart any programming that is then in progress on any feed of the Linear Service, and “**Look Back**” functionality, whereby an Authorized User can access any programming that has run on any feed of the Linear Service during (i) the last 30 days, or (ii) any longer period of time for which Licensor itself offers or permits any other distributor to offer Look Back access; (b) “**DVR**” functionality, whereby an Authorized User may, prior to or during the airing of a program on any feed of the Linear Service, direct the Licensed Service to record such program, in which event such Authorized User may view such program in the future (including, utilizing fast-forward, rewind and pause capabilities). For the avoidance of doubt, the foregoing rights are incremental to other rights granted under the Agreement.
- 6.3. Delivery of Linear Service. In deviation to section 3 of the General Terms the following shall apply regarding delivery of the Linear Service: Licensor shall deliver to Amazon, at its own expense and in accordance with Amazon’s technical specifications (i) in real time and without any delays, edits or other modifications, in a digitally compressed mode, the signal of the Linear Service and (ii) all necessary data and related technical information (and the applicable rights thereto), including Title Metadata for each program, in order for Amazon to include programming information regarding the Linear Service in the Licensed Service.