PRIME VIDEO GENERAL TERMS

These general video licensing terms (as amended from time to time, the "**General Terms**") set forth the standard terms and conditions pursuant to which Licensor may license to Amazon audio-visual content for exploitation by Amazon. The principal commercial terms that apply to Amazon's license from Licensor of any particular audio-visual content will be set forth in a separate addendum (each, a "**Deal Addendum**") which will incorporate these General Terms. The terms "**Amazon**" and "**Licensor**" are defined in the applicable Deal Addendum. Attachment B (the "**TVOD Terms**") only applies if audio-visual content is licensed for TVOD distribution in the Deal Addendum. Attachment C (the "**Add-On Subscription Terms**") only applies if audio-visual content is licensed for Add-On Subscription Access distribution in the Deal Addendum. These General Terms (including the TVOD Terms and/or Add-On Subscription Terms, if applicable) are incorporated by reference into each Deal Addendum that the Parties execute. Each Deal Addendum that the Parties execute, together with the applicable portions of these General Terms which are incorporated therein, together constitute a separate, standalone agreement between the Parties (each, an "**Agreement**").

In the event of conflicting terms within the same Agreement, the following order of precedence shall apply: (1) the Deal Addendum, (2) if and as applicable, the TVOD Terms (Attachment B), or Add-On Subscription Terms (Attachment C), and (3) the remainder of these General Terms.

Unless defined in the Deal Addendum, TVOD Terms, or Channels Terms, as applicable, capitalized terms used in these General Terms have the meanings given to them in Attachment A.

Neither these General Terms nor any Deal Addendum are an offer by either Party, and neither will be effective unless and until the Deal Addendum incorporating these General Terms is executed and delivered by all Parties. Each Party is free to determine, at any time prior to the execution and delivery of a Deal Addendum, to not proceed with negotiations, or not execute the Deal Addendum or enter into any binding agreement, in its sole discretion.

The "**Term**" of each Agreement will commence on the Effective Date of the applicable Deal Addendum and end upon expiration of the last License Period thereunder.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Rights. Licensor grants 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 Addendum via streaming and download. Without limiting the foregoing, this license includes the right to make reasonable modifications to the Licensed Content if, and to the extent, required by applicable law, and reproduce, transmit, and display the Authorized Promotional Materials online and in other media for promotional purposes. Amazon may create promotional excerpts from each Licensed Title ("**Promotional Clips**"), and create, insert, and distribute Language Assets in any Licensed Language.

2. DRM and Geo-Filtering. Amazon will employ an Authorized DRM solution, and an Authorized Geo-Filtering Technique, in connection with its distribution of Licensed Video Content via the Licensed

Service.

3. Content Delivery.

   (a) For each Licensed Title, Licensor will, at Licensor's cost: 1) deliver to Amazon the Licensor Promotional Materials in accordance with the Promo Specifications; and 2) engage an Amazon-approved media fulfilment vendor to deliver to Amazon all Delivery Materials in accordance with the Content Delivery Specifications.

   (b) The copies of Licensed Content that Licensor delivers (or causes to be delivered) to Amazon will be in the highest resolution (including UHD) and quality available to Licensor, and will not contain any pass-through technologies such as DRM, bugs, watermarks, audience measurement tones, advertisements, bumpers, trailers, digital on-screen graphics, tags, or similar logos, identifiers, or tracking technologies, except for head or tail logos associated with the producing entities at the beginning or end of content, without Amazon's prior written consent.

   (c) Licensor will ensure all Delivery Materials and Licensor Promotional Materials are delivered to Amazon at least 60 days before the applicable Availability Date, or by such other deadline as may be specified in the applicable Deal Addendum.

4. License Fee; Payment Terms. The license fee(s) and payment terms applicable to any particular Licensed Video Content will be as specified in the applicable Deal Addendum. Such License Fees are the only compensation payable to you under this Agreement and constitute full and complete compensation to you for all rights granted under and actions taken in connection with this Agreement.

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

   (a) the Licensed Content complies with applicable law and does not contain materials that are defamatory, libellous, tortious or obscene;

   (b) other than with respect to Public Performance Rights, Licensor has obtained or otherwise possesses, and will maintain or continue to possess throughout the entire License Period, all rights, permissions, releases, waivers, consents, and clearances necessary for Licensor to grant Amazon the rights granted in this 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 this Agreement;

   (c) 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;

(d) there is no claim, action, suit, proceeding, arbitration, investigation, or inquiry pending, or to the best of Licensor's knowledge after due inquiry, threatened, against the Licensor or any other party which relates to the Licensed Content; and

(e) Licensor will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs administered by the Office of Foreign Assets Control.

6. 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 this Agreement or, where Amazon is the Indemnified Party, any Claim that Amazon's exploitation of the Licensed Content 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, then the Indemnified Party will give the Indemnifying Party prompt written notice of the Claim (provided, however, that any delay in notification will not relieve the Indemnifying Party of its obligations under this 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.

7. Termination. Either Party may terminate this Agreement in the event that the other Party (a) commits a material breach of any provision of this Agreement, or (b) suffers an Insolvency Event. To terminate this Agreement for either of the foregoing reasons, the terminating Party will send a notice of intent to terminate to the other Party, which notice must cite the reason for termination

in reasonable detail, and that notification will start a 30-day cure period. If the material breach, or Insolvency Event, remains uncured 30 days after the terminating Party's notice, then this Agreement will be terminated, without the need for any further action from either Party, effective as of the date that is 30 days after the terminating Party's delivery of the original notice of intent to terminate. On and after the expiration or termination of this Agreement, any provision which by its nature or express terms should survive in relation to such Agreement, will survive. Amazon will cease distributing the Licensed Video Content under any terminated or expired Agreement as soon as commercially feasible.

8. 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 this Agreement.

9. 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 this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise. All payments payable by Amazon to Licensor under this 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, 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 this 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 this 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 this Agreement.

10. Confidentiality. Licensor and Amazon will comply with the terms of any nondisclosure agreement that may be in effect between them or their Affiliates and, in the event of a conflict between the

terms of this Section and the terms of any such nondisclosure agreement, the terms of the nondisclosure agreement will prevail. If no such agreement exists, the Parties, their Affiliates and representatives will (a) protect and keep confidential the existence, terms, and conditions of this Agreement, and any other information obtained from the other Party in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including information relating to the other Party's technology, customers, business plans, marketing activities, and finances) and (b) use such information only for the purpose for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under the relevant Agreement. Licensor will not issue press releases or publicity relating to Amazon or this Agreement without Amazon's prior written consent.

11. Limitation of Liability and Disclaimer of Warranties. EXCEPT FOR THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, 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 THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF $1,000,000.00 USD OR (B) ANY LOST PROFIT OR LOST REVENUES, OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS 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 THIS 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. 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.

12. Assignment and Sublicensing. Neither Party may assign any of its rights or obligations under this 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 this 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 this Agreement. This Agreement will be binding upon, inure to the benefit of, and be enforceable by and against, the Parties and their respective successors and assigns.

13. Interpretation of Terms. Titles and headings used in this Agreement have been inserted for convenience of reference only and do not define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement. Unless expressly stated otherwise, this Agreement will be interpreted in accordance with the following rules: (a) each instance of the word "including" will be interpreted as if it were followed by the words "without limitation," and (b) each reference to a "Section," "Attachment," recital, or preamble will, respectively, mean a Section, Attachment, recital, or preamble to this Agreement. References in these General Terms to "this Agreement" mean the applicable Deal Addendum together with the terms of these General Terms (including the TVOD Terms or Add-On Subcription Terms, if applicable), as incorporated into such Deal Addendum, which together form this Agreement being referred to when "this Agreement" is used herein.

14. Miscellaneous. A waiver of any breach, default, right or remedy under this 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 this Agreement will not constitute a waiver of such Party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity. For purposes of this Agreement, Amazon and Licensor are independent contracting parties, and nothing herein will be construed as creating an agency, fiduciary, or 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. This 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 this Agreement will be brought exclusively in the state and federal courts (as applicable) located in New York in the State of New York, USA. 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 to the applicable addresses set forth on the cover page of this Agreement, or email, unless otherwise specified. If any term of this Agreement is held to be invalid, void or unenforceable, then the remaining terms of this Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. This 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 this Agreement must be in writing and signed or otherwise formally affirmed by respective authorized representatives of each Party. The rights granted to Amazon pursuant to this Agreement may be exercised by Amazon or its Affiliates. Nothing in this 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 this Agreement. Amazon entities that sign any Deal Addendum in connection with these General Terms are severally and not jointly liable for their respective obligations under the relevant Agreement.

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ATTACHMENT A
DEFINITIONS

"**Add-on Subscription**" means each subscription set forth in any applicable Add-on Subscription Deal Addendum, consisting of an SVOD subscription and/or one or more Linear Services, including all audio-visual content included therein (as updated from time to time).

"Add-on Subscription Access" means a subscription offering that consists of any one or more Add-on Subscriptions (including Linear Services as applicable), which may or may not require a buy-through, and may or may not include other subscription video services offered by third parties.

"**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 DRM**" means a digital rights management solution designed to allow only authorized viewing of audio-visual programming and prevent unauthorized viewing or access.

"**Authorized Geo-Filtering Technique**" means the process by which Amazon controls the distribution of audio-visual content by geography.

"**Authorized Promotional Materials**" means (a) Licensor Promotional Materials, (b) Licensor Marks, (c) Promotional Clips, and (d) promotional materials created by Amazon, if any.

"**Authorized Users**" means customers who have accepted the terms and conditions to become users of the Licensed Service.

"**Availability Date**" means the first date on which Amazon is authorized to make a Licensed Title available in the Territory.

"**AVOD**" means the mode of granting access to audio-visual content on an advertising-supported, on-demand basis, where the end user is not required to pay a fee to view such content.

"**Content Delivery Specifications**" means Amazon's requirements and specifications for delivery of the Delivery Materials as updated from time to time during the Term. The Content Delivery Specifications in effect as of the Effective Date can be found at the following URL: https://videocentral.amazon.com/home/help.

"**Delivery Materials**" means all underlying material and digital files comprising the Licensed Video Content required to be delivered to Amazon under the applicable Deal Addendum, pursuant to the Content Delivery Specifications.

"**Distribution Mode**" means TVOD, SVOD, Add-On Subscription Access, and/or AVOD, as applicable.

"**EST**" means the mode of granting access to audio-visual content where a fee must be paid, in exchange for which the end user receives the right to view an item of audio-visual content repeatedly over an indefinite period of time.

"**FVOD**" means the mode of granting access to audio-visual content on an on-demand basis, without advertising, where the end user is not required to pay a 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, (c) is the subject of an action filed under bankruptcy or similar laws, (d) makes an assignment for the benefit of creditors, or (e) becomes the subject of any action or event that is analogous to any of the foregoing events in any jurisdiction outside of the United States.

"**Language Assets**" means audio tracks, subtitles, dubbed language versions, closed captions, and Audio Descriptions related to a Licensed Title as specified in Deal Addendum, the Add-On Subscription Terms, or TVOD Terms (if applicable).

"**Licensed Content**" means collectively (a) Licensed Video Content, (b) Authorized Promotional Materials, (c) Language Assets, and (d) all other materials delivered by Licensor pertaining to Licensed Video Content.

"**Licensed Language**" means all languages (unless otherwise specified in a Deal Addendum).

"**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 via the Licensed Service.

"**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 content that Licensor authorizes Amazon to make available pursuant to this Agreement, as further defined in the applicable Deal Addendum.

"**Licensed Video Content**" means (i) the Licensed Titles, and (ii) the Linear Services (as defined in the Add-On Subscription Terms), if any.

"**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 Video Content or the Authorized Promotional Materials.

"**Licensor Promotional Materials**" means the names, logos, trailers, publicity images, and other publicity materials for the Licensed Video Content required to be delivered under the Promo Specifications and, unless otherwise specified in a Deal Addendum or by Amazon in writing, localized for each country within the Territory.

"**Promo Specifications**" means Amazon's requirements, including the specifications for delivery of Licensor Promotional Materials, as updated from time to time during the Term. The Promo Specifications in effect as of the Effective Date can be found at the following URLs:

SVOD: https://amazonvideo.box.com/v/3p-svod-promodelivery-global
TVOD/Add-On Subscription Access: https://primevideochannels.netx.net/portals/rent-or-buy-creative/#page/prime-video-visual-policy

"**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 closed captions and Audio Descriptions in all languages that are (a) required by law to be included in the distribution of the Licensed Content in the applicable Territory, (b) referenced in the applicable Deal Addendum, and (c) otherwise in Licensor's possession.

"**Required Ratings Information**" means official maturity ratings and content descriptors for (i) the following countries, if included in the Territory: Australia, Brazil, Germany, India, New Zealand, Singapore, South Africa, and the United Kingdom; and (ii) any other country in the Territory for which Amazon accepts local ratings as set forth in the Content Delivery Specifications and Licensor has official ratings information available.

"**SD**" means a video resolution with less than 720 vertical lines of resolution.

"**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 authorized by Amazon to provide encoding, storage, distribution, fulfillment, financial, operational, or other services in connection with the Licensed Service.

"**SVOD**" means the mode of granting access to audio-visual content on an on-demand basis (with or without ads), where a subscription fee is required to be paid (other than in the case of a free trial) in order for the end users to receive access to the relevant content, and such access is permitted only during the period in which the end users qualify as subscribers.

"**Term**" has the meaning given on the cover page of these General Terms.

"**Territory**" has the meaning specified in the applicable Deal Addendum.

"**Title Metadata**" means the title, cast, director, writers, production team, production company, run time, synopsis, description, rating, genre, year of release, and other textual information to be supplied by Licensor to Amazon for any Licensed Video Content licensed under 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.

"**VOD**" means the mode of granting access to audio-visual content where a fee must be paid, in exchange for which the end user receives the right to view an item of audio-visual content repeatedly over a defined and limited period of time.

ATTACHMENT B
TVOD TERMS

These additional terms for TVOD (the "**TVOD Terms**") apply for the distribution of Licensed Content via TVOD.

1. Digital Locker. Notwithstanding any expiration or termination of this Agreement or any License Period established hereunder, for any reason, Amazon may continue to exercise the rights granted hereunder after the conclusion of the Term or applicable Licensed Title's License Period in order to provide Authorized Users who transacted for Licensed Titles on a TVOD basis during the Term or the applicable Licensed Title's License Period the ability to continue to access (including via re-download and streaming from the Licensed 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 or the applicable Licensed Title's License Period.

2. Rental Period. "**Rental Period**" means the period during which an Authorized User, who completes a VOD Transaction with respect to a Licensed Title, may view the Licensed Title. For VOD Transactions under this Agreement, the Rental Period will commence at the time the Authorized User initiates playback of the applicable Licensed Title, and end on the later of (i) 72 hours later, or (ii) any longer period agreed to by Licensor with any other distributor.

3. Licensed Title Selection. The Licensed Titles will include at a minimum the same audio-visual content (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.

4. Language Assets. In addition to the Language Assets required by the General Terms, Licensor shall deliver the language localization materials set forth on Appendix B1 to these TVOD Terms and such additional language assets shall be considered Delivery Materials for purposes of this Agreement.

5. License Fees and Payment terms. Amazon will pay to Licensor the fee(s) specified in the applicable TVOD Deal Addendum, but Amazon will have sole discretion to determine the retail prices charged for offerings on the Licensed Service. For purposes of calculating 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 country included in a TVOD Deal Addendum as part of the Territory, Licensor will deliver to Amazon the corresponding Title Metadata and either subtitles or dubbed audio files in the languages below:

	Territory	Title Metadata	Subtitling	Dubbing
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	English	English
13	Indonesia	Indonesian or English	Indonesian or English	Indonesian or English
14	Italy	Italian	Italian	Italian
15	Japan	Japanese	Japanese	Japanese
16	Latin American Countries (excl. Brazil)	Latin Spanish	Latin Spanish	Latin Spanish
17	Malaysia	Malay or English	Malay or English	Malay or English
18	Middle East	Modern Standard Arabic	Modern Standard Arabic	Arabic
19	Netherlands	Dutch	Dutch	Dutch
20	New Zealand	English	English	English
21	Norway	Norwegian	Norwegian	Norwegian
22	Philippines	Filipino (Tagalong) or English	Filipino (Tagalong) or English	Filipino (Tagalong) or English
23	Poland	Polish	Polish	Polish
24	Portugal	Iberian Portuguese	Iberian Portuguese	Iberian Portuguese
25	Romania	Romanian	Romanian	Romanian
26	Russia	Russian	Russian	Russian
27	Singapore	English, Simplified Chinese	English, Simplified Chinese	English, Mandarin
28	South Korea	Korean	Korean	Korean

29	Spain	Castilian Spanish	Castilian Spanish	Castilian Spanish
30	Sweden	Swedish	Swedish	Swedish
31	Taiwan	Traditional Chinese	Traditional Chinese	Mandarin
32	Thailand	Thai	Thai	Thai
33	Turkey	Turkish	Turkish	Turkish
34	UK	English	English	English
35	USA	English	English	English

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ATTACHMENT C
ADD-ON SUBSCRIPTION TERMS

These additional terms for Add-On Subscription Access (the "**Add-On Subscription Terms**") apply for the distribution of Licensed Content via Add-On Subscription Access. Any references to "Channels Terms" now refer to the Add-On Subscription Terms.

1. Rights Granted. Amazon will have the right to offer Authorized Users of the Licensed Service the opportunity to receive Add-On Subscription Access to Add-On Subscriptions as set forth in Schedule 1 to the Add-On Subscription Deal Addendum, 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 (as defined below) based on the purchase price such Authorized User would have paid in the absence of the applicable additional free trial period(s). Additionally, for each country included in an Add-On Subscription Deal Addendum as part of the Territory, Amazon has the right to localize and obtain Title Metadata in the Licensed Language(s).

2. License Fees. Amazon shall pay to Licensor for each Transaction the License Fee as specified in the applicable Add-On Subscription Deal Addendum (the "**License Fee**"), 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. Add-On Subscriptions Parity. The Add-On Subscriptions will, at a minimum, be the same subscription(s), including the same titles with the same availability periods, free trial duration, usage rules, manner and mode of distribution, as such subscription(s) made available by Licensor directly or via any other distributor in the Territory. 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 Add-On Subscription in the same manner as Licensor lists any other distributor of such Add-On Subscription 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 Add-On Subscription(s) to Amazon in a manner sufficient to allow Amazon to comply with any applicable law.

6. Linear Service. In case the Add-On Subscription(s) contain one or more Linear Services, as defined below and set forth in the applicable Add-On Subscription Deal Addendum, 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 Add-On Subscription Terms and the General Terms.

6.1. The Linear Service. Licensor shall provide each linear programming service listed in the applicable Add-On Subscription Deal Addendum (each, a "**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 content, in which event such Authorized User may view such content 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 this 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 such content, in order for Amazon to include programming information regarding the Linear Service on the Licensed Service.

6.4. Public Performance Rights. As between the Parties, Licensor will be responsible for procuring and maintaining during the Term all Public Performance Rights. In addition to the representations and warranties set forth in the General Terms, Licensor represents and warrants that Licensor has obtained or otherwise possesses all rights, permissions, releases, waivers and clearances necessary for Licensor to grant Amazon the rights granted in this 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 are required in order for Licensor to grant to Amazon, or for Amazon to exploit, the rights granted hereunder.