

FILM LICENSE AGREEMENT

AGREEMENT dated as of March 17, 2014 between **UNIVERSAL TELEVISION NETWORKS** ("UTN") and **THE WEINSTEIN COMPANY LLC** (the "Licensor") with respect to the grant to UTN of certain rights in the two (2) feature films set forth in Exhibit A attached hereto and incorporated herein (individually, the "Film," and collectively, the "Films").

1. **License Grant; Distribution.** (a) Licensor owns or controls the exclusive right to distribute and license each of the Films in the Territory. During the Term (as defined in Section 3 below) as to each of the Films (which Term shall consist of a First Window and a Second Window, as also defined in such Section 3), and subject to the terms set forth in Section 1(b) below, UTN shall have the right to transmit, and/or authorize the transmission of, such Film, in the English language and/or the Spanish language (as either a split audio feed, i.e., SAP, or a separate Spanish feed), within the United States and its territories and possessions (including Puerto Rico), and on all U.S. Armed Forces Bases everywhere throughout the world (collectively, the "Territory"), including, without limitation, the exclusive right to distribute such Film to its affiliated cable and/or other systems, which may consist of CATV, MDS, MMDS, SMATV, MATV, DBS, TVRO dishes and/or similar delivery-type services (collectively, the "Affiliates"), for transmission by the Affiliates to their subscribers. UTN (and the Affiliates), however, may transmit each of the Films only over (i) the Syfy Channel linear basic cable program service (the "Syfy Channel") and/or (ii) the Chiller, Cloo and UniHD linear basic cable program service(s) (the Syfy Channel and all such other permitted linear basic cable program services, as any of such program services hereafter may be renamed or rebranded, e.g., Sci Fi Channel renamed/rebranded as the Syfy Channel, or replaced with another program service, hereinafter referred to, individually, as a "Service," and collectively, as the "Services"). In connection with the foregoing, the parties hereto agree and acknowledge that each of the Services shall include, and refer to, any and all formats, feeds and/or versions of such Service, whether now known or hereafter devised (including, without limitation, standard definition ("SD"), high definition ("HD") and/or three dimensional ("3D")), and that the simultaneous (or substantially simultaneous) transmissions of a Film via all such formats, feeds and/or versions of a Service shall be deemed a single transmission. The parties further agree and acknowledge that such simultaneous (or substantially simultaneous) transmissions of a Film via any such formats, feeds

and/or versions of a Service (e.g., on the SD, HD and/or 3D feeds of the Syfy Channel) may be delivered by any means whatsoever, whether now known or hereafter devised (including, without limitation, by satellite, wire, cable, digital, telco, DBS, internet, computer networks, cellular and/or wireless), to any audio/visual receiving devices, whether now known or hereafter devised (including, without limitation, television equipment or monitors, set-top boxes, personal computers, smartphones, and/or handheld or mobile devices and tablets), and that the simultaneous (or substantially simultaneous) transmissions of a Film via all such means of distribution to all such receiving devices shall be deemed a single transmission. During the Term as to each of the Films, and during the thirty (30)-day period leading up to the commencement date of the Second Window thereof (but in no event prior to the commencement date of the First Window thereof), UTN shall have the right to transmit excerpts (not to exceed three (3) minutes, in the aggregate) from such Film over the internet (e.g., www.scifi.com, www.hulu.com) for promotional purposes only. In connection with the preceding sentence, UTN in no event shall transmit, or authorize the transmission of, excerpts from either of the Films on either Web site that is dedicated solely and exclusively to the presentation, transmission, streaming or other exhibition of programming clips or excerpts for promotional purposes.

(b) During the Term as to each of the Films, Licensor shall not transmit, and/or authorize the transmission of, such Film, in any language, by any means within the Territory, including, without limitation, by over-the-air television networks, over-the-air television stations, basic or pay cable program services, or locally-originated cable channels, via any transactional Pay-Per-View ("PPV"), Video-On-Demand ("VOD"), Subscription-Video-On-Demand ("SVOD"), or Free-On-Demand ("FOD") service or package (as such terms are defined in Section 1(d) below), via any wireless or mobile device (e.g., iPods, cellphones), or over the Internet (or any similar technologies now or hereafter known), or by any other media (now known or hereafter devised) designed to reach the consumer. Notwithstanding the foregoing, however, Licensor shall have the right, during the Term as to each of the Films, to distribute, and/or authorize the distribution of, such Film, within the Territory, by any of the means set forth in subsections (A)-(D) below (it being understood and agreed that, notwithstanding anything to the contrary contained in this Agreement, Licensor at all times shall have the unlimited right to advertise and promote, and/or authorize the advertisement and promotion of, any current or future distribution of such Film by any of the means set forth in such subsections (A)-(D)):

- (A) via home video distribution (e.g., on videocassettes and DVDs, or any other tangible or physical format) for private, non-commercial use within the Territory via a purchase and/or rental model (e.g., purchasing and/or renting a DVD of such Film at a “brick and mortar” store or by mail via an online store, or at a rental or sales kiosk, or via other similar-type (i.e., so-called “traditional”) methods);
- (B) via electronic sell-through (“EST”) (i.e., EST via on-line or wireless download, in-store “manufacture on demand,” “digital kiosk” or similar download-to-own, fee based transactions for the purpose of purchasing and reproducing a permanent copy of such Film); provided, however, that (x) a customer in no event shall be permitted to view such Film (or any portion(s) thereof) prior to the actual reproduction and purchase thereof, except for a limited preview of no more than four (4) minutes , in the aggregate, of excerpts from such Film, (y) such Film shall have such encoding as may be necessary to disable the customer from sending, distributing, e-mailing, transmitting or otherwise electronically disseminating it to any third party, and (z) a fee shall be charged to the customer for each such purchase and no such offering may be advertiser-supported;
- (C) via non-theatrical distribution (i.e., the public exhibition of such Film in correctional facilities, hospitals and other health care facilities, shut-in institutions, retirement centers and hotels);
- (D) via any transactional PPV or VOD service, by any and all media (now known or hereafter devised); provided that (w) no ad time may be sold within or adjacent to the PPV or VOD exhibition of such Film or on the “rent screen” of the PPV or VOD service (i.e., the screen where a customer makes the final choice to purchase a viewing period for a program), it being hereby acknowledged that the foregoing shall not prohibit, on any other screen of the PPV or VOD service, the advertising and promotion of other studios’ films (including the sales thereof), the advertising and promotion of the PPV or VOD service itself or any third-party commercial announcements, (x) any such PPV or VOD service is not branded with the name and/or logo of any cable, broadcast, or other television network, (y) the customer shall be afforded no more than a 72-hour window within which to view such Film (applicable to VOD only), and (z) a fee is charged to the customer on a per-

- viewing (for PPV) or per-viewing window (for VOD) basis; and
- (E) via any SVOD service (e.g., Netflix, Amazon Prime), by any and all media (now known or hereafter devised); provided that (x) any such SVOD service is not branded with the name and/or logo of any cable, broadcast, or other television network, and (y) a periodic (i.e., monthly) fee is charged to the customer.

For the avoidance of doubt, and notwithstanding anything to the contrary set forth above, Licensor in no event may transmit, and/or authorize any third party to transmit, either of the Films on any FOD service(s) within the Territory during the respective Term.

(c) At any time during the Term as to each of the Films, UTN shall have the right to transmit, and/or authorize any third party to transmit, such Film (provided that such Film is the same version, in both content and format, as is being transmitted on the Services hereunder) via any FOD service that is being delivered, by any means of distribution now known or hereafter devised (including, without limitation, over set-top boxes onto a separately-dedicated television channel and via online streaming), on, to or over any viewing platform that is (i) branded to the Service then transmitting such Film hereunder (e.g., syfy.com, chiller.com), and/or (ii) branded to the Affiliate that is then operating under a carriage or distribution agreement (or agreements) with respect to the Service (or Services) on which such Film is being transmitted (e.g., Comcast-On-Demand, Time Warner-On-Demand); provided, however, that the aggregate duration of such FOD exploitation shall not exceed six (6) months for either of the Films (i.e., up to three (3) months during the First Window, and up to three (3) months during the Second Window, of the Term as to such Film).

(d) For the purposes of this Agreement, [i] FOD shall mean the exhibition of audio-visual programming by the consumer at times selected by the consumer (with or without the ability to pause, fast-forward or rewind) whereby the consumer is not charged a separate “fee” for such capability, [ii] VOD shall mean the exhibition of audio-visual programming by the consumer at times selected by the consumer (with or without the ability to pause, fast-forward or rewind) whereby the consumer is charged a separate “transactional fee” (e.g., per viewing) for such capability, [iii] SVOD shall mean the exhibition of audio-visual programming by the consumer at times selected by the consumer (with or without the ability to pause, fast-forward or rewind) whereby the consumer is charged a separate “subscription fee” for the right to access content on an on-demand basis (e.g., per month for the right to access a service’s library of

content) and [iv] PPV shall mean the exhibition of audio-visual programming by the consumer at times pre-selected by the content provider (with or without the ability to pause, fast-forward or rewind) whereby the consumer is charged a separate "transactional fee" (e.g., per viewing) for the right to view such programming at such pre-selected time.

(e) During the Term as to each of the Films, Licensor shall not transmit, and/or authorize the transmission of, any promotions or advertisements of any future transmissions of such Film (i.e., transmissions on other linear program services that occur, or are scheduled to occur, after the expiration of such Term) within the Territory, in any language, by any and all media (now known or hereafter devised) designed to reach the consumer. Notwithstanding the foregoing, however, during the final thirty (30) days of each Window of the Term as to each of the Films, Licensor may utilize TV and/or electronic listing services, and/or may authorize any third party, to advertise and promote such future transmissions of such Film.

2. **Editing.** Upon delivery, each of the Films shall conform to such program standards and practices as are then applicable to the Syfy Channel. Subject to any applicable guild rules and third-party contractual restrictions which have been provided to UTN, in writing and reasonably in advance of the delivery of the Film to which such rules and restrictions apply, UTN shall have the right, in its sole discretion, to edit and/or varispeed (i.e., time-compress or time-lengthen) such Film, and/or delete (but in no event rearrange) any portion(s) thereof, (a) to ensure that such Film meets the program standards and practices of the Service on which it is then being transmitted, (b) to ensure that such Film meets the commercial format of, and fits into the time block specifications for, the Service on which it is then being transmitted, and/or (c) to enable UTN to insert such commercial advertising, promotional and/or public service announcements within such Film as UTN, in its sole discretion, desires, it being understood and agreed that, in the event that UTN's editing rights hereunder are subject to any third-party contractual restrictions with respect to either of the Films, and UTN, in its reasonable opinion, deems such restrictions to be so oppressive and onerous as to make such Film inappropriate or unsuitable for transmission hereunder, UTN shall have the right to reject such Film, in which event UTN shall have no further obligation to pay Licensor the license fee corresponding to such Film as set forth in Section 5(a) below. Each party shall have the right, at its cost, to create its own Spanish-language and/or Spanish-subtitled version(s) of each of the Films. In the event that either party creates any such version(s), it shall supply the other party with a copy thereof at no

charge (other than shipping, duplication and tape costs). In addition, UTN also shall be permitted to superimpose the logo of the Service on which each of the Films is being transmitted, in a transparent manner, at any and all times throughout each transmission of such Film thereon. In no event shall any credits in either of the Films be deleted or changed, including, without limitation, any end credits, logos and/or copyright notices of Licensor; provided, however, that subject to any applicable guild rules and third party contractual restrictions which have been provided to UTN in writing and in advance of the delivery of such Film, UTN may "speed up" such end credits, logos and/or copyright notices and/or reduce them in size so that they can be displayed on a split screen.

3. **Term.** The term of this Agreement with respect to each of the Films shall consist of two (2) separate windows (hereinafter referred to, respectively, as the "First Window" and "Second Window" and collectively, as the "Windows"), with each such Window commencing and ending on the respective dates (or, with respect to the Second Window only, ending on the date on which the last permitted transmission of such Film is taken by UTN) set forth in Exhibit A attached hereto. Each such term shall be referred to herein, respectively, as the "Term."

4. **Authorized Transmissions.** (a) During the Term as to each of the Films, UTN may transmit such Film, over all the Services, combined, a maximum of thirty (30) playdays. Such transmissions, if any, may be at such times, on such days, and on such of the Services as UTN, in its sole discretion, shall determine. For purposes of this Agreement, up to two (2) transmissions of a Film on a single Service within a continuous 24-hour period, commencing with the first transmission thereof, shall constitute one (1) playday. Nothing contained herein shall require UTN to transmit either of the Films a minimum number of times, or at all. However, UTN shall remain liable for the payments set forth in Section 5 below. As between UTN and Licensor, and except as may be specifically set forth in Section 9(d) below, Licensor shall be responsible for any residuals, fees, royalties, or other payments that may be assessed in connection with any transmissions of a Film by UTN or any Affiliate hereunder.

(b) Licensor acknowledges that UTN currently provides the Syfy Channel (and, in the future, may provide any or all of the other Services) via two (2) transponders designed to serve separate time zones within the Territory, and that certain of each Service's Affiliates outside the continental United States (but still within the Territory) may further delay their transmission of such Service. It is agreed that corresponding transmissions of each of the

Films via such separate transponders and such corresponding tape-delayed transmissions, together, shall constitute one (1) transmission thereof. In addition, all corresponding transmissions of a Film shall be deemed to be in one (1) time zone for the purpose of determining the 24-hour period which commences with the transmission of such Film (i.e., 4:00 p.m., Eastern time, and 4:00 p.m., Pacific time, shall be deemed the same time). Moreover, UTN (i) presently provides the Syfy Channel, and in the future, may provide any of the other Services, in different channel positions, but with the same or similar programming, in either the English language or Spanish language, at the same times (each, a "Simulcast Service"), and (ii) in the future, may provide any of the Services in different channel positions, with the same or similar programming, in either the English language or Spanish language, in the same order, though at different times (each, a "Multiplex Service"). In any such event, the corresponding transmissions of a Film on the underlying Service, and on any Multiplex Service and/or Simulcast Service thereof, together, shall constitute one (1) transmission of such Film during the applicable 24-hour period; provided that the Multiplex Service has the same branding as the underlying Service and the transmission of the Film on such Multiplex Service takes place during the same playday.

5. **Payment.** (a) As full and complete consideration for the rights granted herein, and assuming Licensor has fulfilled all of its material obligations hereunder, UTN shall pay Licensor, pursuant to the normal and customary payment practices and policies of NBCUniversal Media LLC ("NBCU"), and subject to UTN's receipt of appropriate invoices therefor and an executed copy of this Agreement, the aggregate amount of [REDACTED] [REDACTED] Such aggregate amount shall be paid by UTN to Licensor in four (4) equal installments of [REDACTED] [REDACTED] [REDACTED] [REDACTED] each, with such installments to be made, respectively, on or before the following dates: 12/29/2014, 02/15/2015, 08/01/2015, and 10/15/2015.

(b) In the event that UTN is required by law to withhold or deduct any monies from any of the license fee payments made to Licensor pursuant to Section 5(a) above (with respect to which UTN agrees to make good faith efforts to notify Licensor, it being understood that the failure by UTN to so notify Licensor shall not be deemed to be a breach of this Agreement), such license fee payment(s) shall be made to Licensor net of any such withholding or deduction. At either party's reasonable written request (which request shall contain sufficient detail to enable the other party to understand and comply with all the terms thereof), the other

party shall properly file, and/or provide the requesting party with, any tax form(s), affidavit(s), declaration(s) and/or other similar type document(s) (including, without limitation, an executed United States Internal Revenue Service Form W-8BEN or any replacement form thereof, if applicable) that will permit a claim to be made under any applicable double taxation convention for the reduction or elimination of any such withholding or deduction of monies from any such license fee payment(s).

(c) No payment will be made by UTN without receipt of an invoice therefor. Licensor must invoice UTN for each installment at least thirty (30) days prior to the date such installment is due, it being understood and agreed that neither the failure by Licensor to invoice UTN for any of the installments at least thirty (30) days prior to the appropriate due date, nor the corresponding refusal or failure by UTN to pay such installment in accordance with the terms set forth herein until it receives such invoice, shall be deemed to be a breach of this Agreement.

6. **Commercial Advertising.** UTN shall have the right to use all the minutes of commercial advertising time UTN reserves in each of the Films for such purposes as UTN, in its sole discretion, desires. As between Licensor and UTN, UTN shall be entitled to retain all revenues derived from its sale or use of such commercial advertising time.

7. **Delivery Requirements; Review of the Films.** (a) Licensor shall deliver each of the Films to UTN in accordance with UTN's standard delivery requirements (Licensor hereby acknowledges that a written manual setting forth such requirements was previously provided to it by UTN) at UTN's network control center at 900 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, attention: Mr. Marc Panzer, or at such other location as UTN reasonably may designate. Such delivery shall be made as promptly as possible, and in no event later than thirty (30) days prior to the start of the Term as to the corresponding Film. Timely delivery is of the essence of this Agreement. Delivery of each of the Films shall be at Licensor's sole risk and expense. Each of the Films shall be delivered in its edited-for-television version with such aggregate running time as shall be set forth for such Film in Exhibit A attached hereto. Each of the Films shall be delivered in HD format (if available) on HDCAM-SR master videotape, wide-screen letterboxed (16x9) format (if available), v-chip encoded, closed-captioned, in color and in stereo, fully-titled, with audio in perfect synchronization with the photographic action, with Spanish language on a separate audio track, if available and if so requested by UTN, with split tracks for (i) dialogue and (ii) music and effects, meeting the video and audio technical standards of the Syfy Channel,

and complete and suitable in all respects for the transmissions authorized hereunder. UTN may review the master HD videotape of each of the Films delivered hereunder. In the event that UTN, in the exercise of its complete discretion, determines that the master videotape of a Film is not of sufficient quality to meet the technical requirements set forth herein, then UTN, within thirty (30) days of receipt thereof, may reject such master videotape without any penalty whatsoever and Licensor shall, at its sole cost and expense, promptly provide a corrected or substitute master HD videotape to UTN or, if UTN elects, UTN may terminate this Agreement. As soon as is practicable after the expiration of the Term as to each of the Films, UTN shall erase all copies of such Film in its possession and, if Licensor so requests, UTN shall furnish to Licensor a certificate of erasure with respect thereto.

(b) UTN may use each of the Films, or any excerpt(s) thereof (which excerpt(s) shall be used and edited subject to any applicable guild rules and third-party contractual restrictions of which UTN has been notified, in writing, reasonably in advance), for the following purposes: (i) during the respective Term, for file, reference, audition, sales, sponsor screenings, publicity and/or any other non-public purposes for which no fee shall be charged therefor, (ii) during the thirty (30) day period prior to, and throughout, the respective Term, to advertise, promote and publicize such Film on and as part of the Service(s) on which it is being transmitted, the transmitting Service(s), UTN, and NBCU, and/or (iii) during the respective Term, for the transmissions of such Film authorized hereunder.

(c) Licensor shall deliver to UTN, at no additional charge, all existing art, slides, and promotional materials (including videotaped trailers) related to each of the Films to assist UTN in its exploitation thereof.

8. Protection of Intellectual Property Rights in the Films.

(a) UTN shall have the right, but not the obligation, to take such action as it deems appropriate to prevent any acts that UTN believes will or might constitute an infringement of its intellectual property rights in either of the Films. Without limiting the foregoing, Licensor agrees that UTN shall have the right, but not the obligation, (i) to monitor the Internet, including user-generated content Web sites ("UGC Sites") (except for Licensor's authorized UGC Sites provided to UTN in writing under Section 8(c) below) and peer-to-peer networks, to determine whether any infringing copies of either of the Films (whether the full-length version, or any

portion(s) or clip(s) thereof) are being transmitted or exhibited thereon, and (ii) upon forty-eight (48) hours prior written notice to Licensor, to take any and all enforcement actions against any such infringements that UTN, in its sole discretion, deems appropriate, including, without limitation, (A) sending notices to UGC Sites seeking the removal of such infringing copies of such Film; (B) sending notices to Internet service providers advising them of those individuals engaging in such infringing activity; and (C) using content recognition technologies to identify any infringing copies of such Film on the Internet and to prevent their upload, reproduction, distribution or transmission. UTN thereupon shall be deemed authorized and empowered to take any such enforcement action (but only to the extent that UTN desires to do so), either in its own name or in Licensor's name.

(b) Licensor agrees that UTN shall have the right to take any of the actions set forth in Section 8(a) above with respect to any act of infringement that affects UTN's rights in and to either of the Films within the Territory, without regard to whether (i) the infringing copies of such Film are of telecasts of such Film by programmers other than UTN (e.g., a foreign licensee of such Film); (ii) the infringing copies of such Film are hosted on servers outside the Territory; and/or (iii) the infringing copies of such Film are viewable to users both within and outside the Territory.

(c) In the event that, at any time during the Term as to either of the Films, Licensor provides to UTN a list (and as may be necessary, periodic updates thereto) of UGC Sites which Licensor has authorized to distribute such Film, UTN thereafter shall refrain from taking any monitoring and/or enforcement actions with respect to such UGC Sites under Section 8(a) above. Such list (and any updates thereto) shall be sent to UTN, in writing, at the following address (or at such other address as UTN may otherwise designate):

Director, Content Security Operations
Media Technology
100 Universal City Plaza, 1220/2,
Universal City, CA 91608
Email: contentsecurity@nbcuni.com

9. **Representations and Warranties of Licensor.** Licensor represents and warrants that:

(a) Licensor is the sole owner of all right, title and interest in and to each of the Films, and all elements thereof (including, without limitation, the copyright in and to such

Film), or in the alternative, Licensor owns and/or controls the entire and exclusive distribution and exhibition rights in and to each of the Films throughout the Territory, as shall be necessary and sufficient for Licensor to grant the rights to UTN hereunder and to fulfill all of Licensor's representations, warranties, promises, commitments, agreements and obligations set forth herein; and Licensor has within its custody and possession such written certifications, agreements and/or other documents confirming and attesting to such ownership and/or control (e.g., a copy of the copyright registration filed in the U.S. Copyright Office, a notarized declaration indicating ownership of an unregistered copyright, a fully-executed agreement granting to Licensor the distribution and exhibition rights in and to each of the Films within the Territory, etc.), all of which shall be promptly furnished to UTN upon UTN's written request;

(b) Licensor has the full legal right, power and authority to enter into and fully perform this Agreement and to grant the rights to UTN contained herein, including, without limitation, the right to transmit each of the Films as herein provided; there is no outstanding contract, commitment, arrangement or legal impediment of any kind which is in conflict with this Agreement or which will in any way limit, restrict or impair the rights granted to UTN hereunder; and, so long as this Agreement remains in effect, Licensor will not grant or purport to grant to any person or entity rights of any kind in either of the Films, the exercise of which will derogate from, or be inconsistent with, the rights granted to UTN hereunder;

(c) Each of the Films licensed herein does not, and the exercise by UTN or by any Affiliate of the rights herein granted will not, infringe upon, violate, or misappropriate any intellectual property right (including, without limitation, any copyright, trade secret, trademark or trade name) of any person or entity, and does not and will not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right, of any person or entity;

(d) Licensor shall have obtained and hereby grants to UTN, at no additional cost to UTN, the master use and music synchronization rights with respect to the transmission of each of the Films as provided herein. In addition, Licensor represents and warrants that the performing rights for the music contained in each of the Films (i) are controlled by ASCAP, BMI or SESAC or a performance rights society having a reciprocal agreement or affiliation with ASCAP, BMI or SESAC, (ii) are controlled by Licensor, or (iii) are in the public domain. UTN agrees that, as between Licensor and UTN, in the event that any fees, royalties or other payments

for the public performance of the music are owed to a performing rights society as set forth in (i) above, UTN shall be liable for the payment of such fees, royalties or other payments and shall indemnify and hold harmless Licensor against the payment of any such fees, royalties or other payments. Licensor shall deliver to UTN all appropriate cue sheets relating to any music included within each of the Films hereunder;

(e) In the production and making of each of the Films produced by Licensor, and except for subparagraph (iv) below, to the best of Licensor's knowledge, in the exercise of reasonable prudence, in the case of either Film produced by a third party, (i) all applicable collective bargaining agreements and all applicable rules and regulations of any unions having jurisdiction in the premises were complied with; (ii) there was no discrimination because of race, creed, religion, sex or national origin; (iii) all persons who performed services in or in connection with either of the Films received full payment with respect thereto and with respect to the authorized transmissions of such Film provided in this Agreement; (iv) no fees, residuals, compensation or any other payments of any kind whatsoever will ever be payable by UTN as a result of its transmission or use (or its authorizing the transmission or use) of either of the Films hereunder, including, without limitation, any payments to any producer, director, actor, writer, or any other person who performed services in or in connection with such Film (except for any fees which may be owed to a performing rights society as set forth in Section 9(d) above); and (v) all applicable federal, state, and local laws and regulations were complied with;

(f) In connection with each of the Films distributed hereunder, UTN, any Affiliate, and each UTN licensee, shall have the right, and may grant to others the right, subject to any third party contractual obligations and restrictions which have been provided by Licensor to UTN in writing and in advance of the delivery of each of the Films, to reproduce, print, publish or disseminate in any medium, the portrait, picture, name, likeness, and voice of, and biographical material concerning, each person appearing in such Film (whether in character or not) and all other persons connected with the production of such Film (collectively, the "Materials") (it being understood that such representation and warranty of Licensor shall apply only to those Materials that were provided to UTN by Licensor), any music (provided that the use of any such music shall be subject to any third party limitations of which Licensor has notified UTN in advance and in writing prior to delivery, and, provided further, that any such use shall be in-context only and synchronized to the picture as it is in such Film), or excerpts thereof (whether

original or recomposed), in such Film, the title of such Film, Licensor's name and oral and/or visual portions of such Film, any excerpt of the script of such Film, or any artwork or design created by or for Licensor in connection with the production of such Film, for publicity, promotion or advertising purposes; provided, however, that no direct endorsement by any such person of any product or service shall be used without such person's consent; and

(g) Each of the Films shall be delivered free and clear of any encumbrance, including any lien or tax, which is not subordinate and subject to all rights granted to UTN by this Agreement.

10. **Representation and Warranty of UTN.** UTN hereby represents and warrants that (a) it is free to enter into and fully perform the terms and conditions of this Agreement and that it has the full power and authority to do so; and (b) UTN and the Affiliates shall not cause any lien, charge, restriction or encumbrance to be placed on either of the Films or any other materials provided to UTN by Licensor hereunder.

11. **Indemnifications and Insurance.** (a) At all times, Licensor shall indemnify and hold harmless UTN, any of UTN's parent, subsidiary and affiliated companies, and any Affiliate, from and against any and all third party claims, damages, liabilities, costs and expenses (including reasonable outside counsel fees and court costs) arising out of or based upon any of the following: (i) the transmission of either of the Films by UTN and its Affiliates in accordance with the terms of this Agreement; (ii) the authorized use of any materials furnished by Licensor hereunder; (iii) the breach or violation by Licensor of any of the representations and warranties set forth in Sections 9(e)(i), 9(e)(ii), 9(e)(iii), and/or 9(e)(v) above (whether or not known to Licensor) with respect to either of the Films which were not produced by Licensor; and/or (iv) the breach by Licensor of any representation, warranty, or agreement made by Licensor herein.

(b) At all times, UTN shall indemnify and hold harmless Licensor, and any of Licensor's parent, subsidiary and affiliated companies, from and against any and all third party claims, damages, liabilities, costs and expenses (including reasonable counsel fees and court costs) arising out of or based upon the breach by UTN, or any of the Affiliates, of any representation, warranty, or agreement made by UTN herein.

(c) The indemnifications provided in Sections 11(a) and 11(b) above shall be subject to the condition that the party entitled to indemnification ("Indemnatee") promptly shall notify the indemnifying party ("Indemnitor") of any claim or litigation for which indemnification

is sought. The Indemnitor shall have the right to assume the defense, compromise or settlement of any such claim or litigation at its sole cost and expense; provided, however, that, in any claim or litigation brought under this Agreement, the Indemnitee shall have the option, if it so desires, to control the defense of such claim or litigation. If the Indemnitor assumes the defense of any such claim or litigation, its obligation with respect thereto shall include, without limitation, holding the Indemnitee harmless from and against any loss, damage or cost caused by or arising out of any judgment or settlement approved by the Indemnitor in connection therewith. If the Indemnitee chooses not to defend a claim or litigation with respect to which it is an Indemnitee hereunder, the Indemnitee shall nevertheless retain the right to participate in and approve the selection of counsel, to participate in the defense of the claim, to participate in any settlement negotiations, and to approve any settlements relating to any such claim, which approval shall not be unreasonably withheld. The Indemnitee shall fully cooperate with the reasonable requests of the Indemnitor in its participation in, and control of, any compromise, settlement, litigation or other resolution or disposition of any such claim or litigation.

(d) Licensor shall procure and maintain, at no cost to UTN, with respect to each of the Films licensed hereunder an errors and omissions insurance policy ("E&O Insurance"), with coverage of not less than [REDACTED]

[REDACTED] [REDACTED] [REDACTED] insuring UTN, its parent and affiliated companies, and any Affiliate, against any and all liability (other than liability arising from the gross negligence or willful misconduct of UTN or its Affiliates, or the intentional breach by UTN or its Affiliates of any representation, warranty, or agreement made by UTN herein) resulting from the transmission hereunder of such Film. The E&O Insurance shall remain in effect throughout the Term of this Agreement (i.e., it shall have a continuous, uninterrupted term simultaneous therewith, or, if of lesser duration [e.g., a maximum period of one (1) year], it shall be promptly renewed, as applicable, so that the term of such policy ends no earlier than the latest possible expiration date of the Terms set forth herein [i.e., June 29, 2020]). The E&O Insurance shall (i) be issued by a reputable insurance carrier approved by UTN and rated A-/X or better in Best's Insurance Guides, (ii) name UTN as an additional insured, (iii) be primary and not in excess of or contributory to any other insurance policies provided for the benefit of or maintained by UTN, (iv) contain an express waiver of any and all rights of subrogation that the insurers may have against UTN, and (v) provide for at least thirty (30) days advance written notice to UTN of

any cancellation, non-renewal or other material change thereto. Licensor will furnish UTN with a certificate of blanket errors and omissions insurance covering UTN's authorized exhibitions and transmissions of each of the Films and satisfying, at a minimum, the coverage and term requirements specified above, prior to the delivery of such Film to UTN hereunder.

12. **Force Majeure.** If by reason of fire, flood, epidemic, earthquake, explosion, inclement weather, accident, labor dispute or strike, act of God or a public enemy, riot or civil disturbance, war (declared or undeclared) or armed conflict, act of terrorism, the failure of satellite, transponder or technical facilities, any municipal ordinance, any state or federal law, governmental order or regulation, or any other condition or event which is beyond a party's control (all the events shall hereinafter be referred to, collectively, as "Force Majeure Events"), the delivery or transmission of either of the Films is materially hampered, impaired, suspended, prevented, delayed, interrupted or interfered with, UTN, upon prior written notice to Licensor, may suspend the First Window or Second Window, as the case may be, as to such Film, until such Force Majeure Event has terminated. If such First Window or Second Window is so suspended, UTN may, subject to Licensor's third-party obligations, extend such Window for the length of time it is suspended pursuant to this Section 12 (and, as may be applicable, in the event that UTN so extends the First Window, the Second Window shall commence on such date thereafter, and shall be in effect for such length of time, as shall be comparable to the commencement date and time period originally set forth for such Second Window in Exhibit A attached hereto); provided, however, if such suspension continues for a period of three (3) consecutive weeks, either party, at any time thereafter during the suspension period, upon written notice to the other party, may terminate this Agreement and all of its obligations hereunder with respect to the affected Film. UTN, however, shall remain liable for its payment obligations or be entitled to a refund of payments previously made, as the case may be, in such manner, and to such extent, as shall be mutually agreed upon by the parties hereto.

13. **Default.** In the event of a material breach by either party hereto (the "Defaulting Party") of any representation, warranty, agreement, term, condition or provision of this Agreement, the other party hereto, in addition to such other rights as it may have, shall have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; provided, however, that within fifteen (15) business days following its receipt of written notification from the other party detailing the nature of such material breach and its intent to

terminate this Agreement, the Defaulting Party, if possible, shall cure such breach and provide written notice thereof to the other party hereto.

14. **Independent Contractors.** The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this Agreement. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute an agency, partnership, joint venture, or collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power, or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects.

15. **Assignment.**

(a) Neither UTN nor Licensor may assign or transfer its respective rights and obligations under this Agreement, in whole or in part, to any third party (other than to a subsidiary, affiliate, parent or partner company of the assignor, or to any entity in which a present partner of the assignor retains a substantial interest, or to any party acquiring all or substantially all of the assignor's assets or in which it is merged, consolidated or combined) without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed; provided that any such assignee assumes in writing all of the assignor's obligations or liabilities thereafter arising hereunder; and, provided further, that each of the Films may only be exhibited on the Services as set forth in this Agreement and not on any other program service.

(b) Upon prior written notice to UTN, Licensor may, at its option, elect to assign and direct that any and all payments to be made by UTN hereunder shall be made directly to a bank (or other third party); provided that any such assignment or direction of payments shall not relieve Licensor of any of its obligations, representations, or liabilities under this Agreement; and, provided further, that any such assignment or direction of payments shall be substantially in the form attached hereto as Exhibit B. UTN's obligation to make its payments to the bank (or other third party) shall be subject to (i) any applicable taxes or withholdings referred to in Section 5(b) above, (ii) Licensor's execution of this Agreement and fulfillment of all its material obligations hereunder, (iii) UTN's determination that the delivered materials satisfy UTN's requirements and are complete and suitable in all respects for the transmissions authorized hereunder, and (iv) all of UTN's rights, remedies and defenses (including, without limitation,

defenses to payment) under this Agreement. All payments made by UTN to the bank (or other third party) shall fully discharge UTN's obligations under Section 5(a) above (it being understood and agreed that in no event shall UTN be liable for double payment of the license fees set forth herein).

16. **Notices.** Any and all notices, communications, and demands required or desired to be given hereunder by either party hereto shall be in writing and shall be validly given or made if served personally, by facsimile, as a pdf attachment to a transmittal e-mail, by an overnight delivery service or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally or by facsimile or as a pdf attachment to a transmittal e-mail, service shall be conclusively deemed made on the same day (or if such day is not a business day, then the next business day); if by an overnight delivery service, on the next business day; and if by certified or registered mail in the manner above provided, on the second subsequent business day. To be effective, any service hereunder shall be to the addresses set forth below:

LICENSOR: **THE WEINSTEIN COMPANY LLC**
375 Greenwich Street, 3rd Floor
New York, New York 10013
Attn: Francois Martin
Executive Vice President of Marketing and TV Sales
Email: Francois.Martin@weinsteinco.com

Copy To: **THE WEINSTEIN COMPANY LLC**
99 Hudson Street, 2nd Floor
New York, New York 10013
Attn: Steve Scibelli
Associate General Counsel & Senior Director of
Business and Legal Affairs
Email: Steve.Scibelli@weinsteinco.com

UTN: **UNIVERSAL TELEVISION NETWORKS**
30 Rockefeller Plaza
New York, New York 10112
Attn: Chris Regina
Senior Vice President, Programming, Syfy Channel
Email: chris.regina@nbcuni.com

Copy To: Attn: David Lestch
Vice President, Legal Affairs
Email: david.lestch@nbcuni.com

Either party hereto may change its address for the purpose of receiving notices or demands as herein provided by written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

17. **New York Law.** This Agreement, and any Arbitration (as defined in Section 18 below) that may be conducted hereunder, shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of New York applicable to agreements entered into and wholly to be performed therein.

18. **Dispute Resolution.** (a) If any controversy or claim arising out of or relating to this Agreement, or the alleged breach of any term or provision hereof, is not settled through direct discussions between UTN and Licensor, the parties agree first to endeavor to settle such controversy or claim by confidential mediation conducted in the County of New York and administered by JAMS or its successor ("JAMS"). If such controversy or claim is not thereafter resolved through confidential mediation, it shall be resolved by confidential arbitration conducted in the County of New York, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, including the Optional Appeal Procedure (the "Arbitration"). The Arbitration shall be held before a single neutral arbitrator; any appellate panel shall consist of three neutral members. All arbitrators shall be experienced in the television industry. Upon conclusion of the Arbitration, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for his or her decision. Any judgment upon the award rendered by the arbitrator may be entered in any state or federal court in the County of New York having jurisdiction of the matter thereof. Nothing in this Agreement shall preclude either party hereto from bringing an action against the other in equity (e.g., for injunctive relief) or at law (e.g., for monetary damages) in an Arbitration proceeding, and the arbitrator shall have the authority to grant any equitable and/or legal remedies, as the case may be, that would be available in any judicial proceeding instituted to resolve a disputed matter, but shall not have the authority to grant any remedies which the parties may have waived (such as punitive or exemplary damages, which the parties have waived pursuant to Section 19 below). The parties agree to submit to the in personam jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States

District Court for the Southern District of New York for the purpose of confirming any such award and entering judgment thereon. The parties hereto waive any and all objections that they may have as to jurisdiction or venue in any of the above courts.

(b) Either UTN or Licensor shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of this Agreement) in the state and federal courts of New York County, prior to the appointment of an arbitrator, and without first resorting to mediation; provided, however, that, given the nature of the entertainment industry, and the irreparable damage to UTN that would result from delaying or preventing the exhibition of either of the Films hereunder, Licensor hereby agrees that it shall not seek an injunction that would prohibit or prevent UTN from transmitting, or authorizing the transmission of, such Film in accordance with this Agreement. For the avoidance of doubt, it is hereby acknowledged and agreed that no monetary relief of any kind may be sought or awarded pursuant specifically to this Section 18(b).

19. **Limitation of Liability.** The parties hereto waive the right to seek punitive or exemplary damages, and in no event shall either UTN or Licensor be liable for such damages. The arbitrator shall have no authority to award punitive or exemplary damages in any Arbitration conducted pursuant to Section 18 above.

20. **Confidentiality.** UTN and Licensor each represents and warrants that it shall not disclose to any third party (other than its employees, in their capacity as such) any information with respect to the financial terms and provisions of this Agreement, except (a) to the extent necessary to comply with the requirements of any guilds or unions, (b) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the party so complying shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, (c) as part of its normal reporting or review procedure to its producer, its parent company, its auditors or its attorneys, and such producer, parent company, auditors or attorneys, as the case may be, agree to be bound by the provisions of this Section 20, or (d) in order to enforce its rights pursuant to this Agreement.

21. **Rights in Bankruptcy.** (a) All rights and licenses granted under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101

of the U.S. Bankruptcy Code. The parties agree that UTN, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code in the event a case is commenced by or against Licensor under the Bankruptcy Code and Licensor rejects this Agreement pursuant to Bankruptcy Code Section 365, including the right of UTN to elect under Bankruptcy Code Section 365(n)(1)(B) to retain all of its rights and licenses granted by Licensor that were in existence immediately before the commencement of such case, including, without limitation, any rights granted to UTN with respect to works of authorship protected under the law of any foreign jurisdiction; provided, however, that nothing herein shall be deemed to constitute a present exercise of such rights and elections.

(b) The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Licensor under the U.S. Bankruptcy Code, UTN shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which intellectual property (and all embodiments thereof), if not already in UTN's possession, shall be delivered to UTN (i) upon any such commencement of a bankruptcy proceeding, upon UTN's written request, unless Licensor elects to continue to perform all of its obligations under this Agreement, or (ii) promptly after the later rejection of this Agreement by or on behalf of Licensor (unless previously delivered to UTN pursuant to (i) above), upon UTN's written request therefor.

22. **Press Releases.** In connection with press releases and publicity, prior to and during the Term as to each of the Films, UTN shall make the announcement (if any) regarding its acquisition of rights to, and/or pending transmission of, such Film under this Agreement at such time and in such publication(s) as UTN, in its sole discretion, shall determine. Licensor agrees that it shall not issue or authorize the issuance of any press release or public announcement concerning this Agreement, UTN's acquisition of rights to, and/or pending transmission of, either of the Films hereunder, or any other matter related to this Agreement without obtaining UTN's prior written approval thereof. In no event shall either party issue any press release or public announcement that mentions or discloses any of the financial terms of this Agreement unless it has obtained the prior written approval of the other party hereto.

23. **Withdrawal of Films**

(a) During the Term as to each of the Films, Licensor may withdraw such Film ("Withdrawn Film") due to any actual or threatened litigation or arbitration involving such

Film.

(b) If Licensor seeks to withdraw a Film hereunder, Licensor shall provide written notification to UTN which shall specify the reason for such withdrawal and attach all the relevant documentary evidence of the actual or threatened litigation to adequately support such withdrawal to UTN's satisfaction (the "Withdrawal Notice"), in which event Licensor's withdrawal of such Film shall become effective, and UTN's rights to such Film shall be deemed terminated, and of no further force or effect, as of the date ten (10) business days following UTN's receipt of the Withdrawal Notice (the "Effective Withdrawal Date"). Any such Withdrawal Notice shall include a list setting forth other films in Licensor's inventory having comparable attributes (e.g., production quality, genre, star power, critics' reviews, box office performance, market value, etc.) to those of the Withdrawn Film (the "List"). Within thirty (30) days after its receipt of the Withdrawal Notice, UTN shall advise Licensor as to whether or not it intends to select any of the films listed thereon as a substitute for the Withdrawn Film (and, if so, which film it has so selected). In the event that UTN selects any of such films as a substitute for the Withdrawn Film (the "Substitute Film"), such Substitute Film shall be deemed a Film for all purposes hereunder and shall be subject to the same terms and conditions as would have applied to the Withdrawn Film as of the Effective Withdrawal Date (e.g., if there were seven (7) playdays remaining for the Withdrawn Film as of such date, UTN may transmit the Substitute Film a maximum of seven (7) playdays through the remainder of the Term).

(c) In the event that UTN advises Licensor that it does not intend to select any of the films set forth on the List as a substitute for the Withdrawn Film, then this Agreement shall be deemed terminated with respect to the Withdrawn Film as of the Effective Withdrawal Date, in which event UTN shall be entitled to elect, at its sole discretion, to receive either a refund or a credit (against any future amounts payable by UTN to Licensor under this Agreement) of all or part of the payment previously made to Licensor with respect to the Withdrawn Film, such refund or credit to be in such amount as shall be mutually agreed upon by the parties hereto. Licensor shall give UTN the refund or credit (as applicable) no later than twenty (20) business days after the Effective Withdrawal Date. UTN, at Licensor's sole risk and expense, shall return to Licensor all copies of the Withdrawn Film (including any materials created by UTN in connection thereto) in its possession and control within fifteen (15) business days after the Effective Withdrawal Date.

24. **Pence Requirements.** Licensor agrees and acknowledges that it shall comply with all applicable federal laws and regulations relating to the production of sexual or sexually suggestive material, as set forth in [REDACTED] (popularly known as the "Pence Amendment"), that it has received the NBC Universal Television Policies Regarding Production of Sexual Content by Content Suppliers, and that it will fully comply with those policies. Without limiting the foregoing, unless otherwise agreed to in writing by NBCU's Law Department, Licensor will promptly provide UTN with a signed copy of its certification to the Attorney General of the United States, as required by [REDACTED] [REDACTED] (the "Certification"), in a form acceptable to UTN. UTN's timely receipt of the Certification is of the essence of this Agreement. In the alternative, Licensor shall abide by the recordkeeping and other reporting and labeling obligations set forth in the Pence Amendment and provide UTN with copies of any and all records required to be kept thereunder.

25. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter hereof. Both parties acknowledge and agree that neither party has relied on any representation or promise in connection with this Agreement not contained herein. This Agreement may not be cancelled, amended, or modified, and no provision hereof may be waived, except by an instrument in writing signed by both parties hereto.

(b) Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any material statute, law, ordinance, rule or regulation, the latter shall prevail, but in any such event, any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the applicable requirements, and the remainder of this Agreement shall continue in full force and effect. Waiver of any term, condition or breach hereof shall not be deemed a waiver of that same term, condition or breach in the future, or any subsequent breach thereof.

(c) Each party hereto shall execute any and all further documents which the other party hereto may reasonably deem necessary and proper to carry out the purposes of this Agreement. This Agreement may be executed by original or facsimile signatures and in

counterparts, each of which shall be deemed an original but all of which, together, shall constitute a single instrument. Any signed copy of this Agreement delivered by facsimile transmission shall, for all purposes, be treated as if it had been delivered containing an original signature of the party whose signature appears in the facsimile and shall be binding upon that party in the same manner as though an original signed copy had been delivered.

(d) The headings of the Sections of this Agreement are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any Section thereof.

(e) The construction of this Agreement shall not be construed against the party causing its preparation, but shall be construed as if both parties prepared this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UNIVERSAL TELEVISION NETWORKS

By: _____

Print Name: David Lestch

Title: Vice President - Legal Affairs

THE WEINSTEIN COMPANY LLC

By: _____

Print Name: Irwin Reiter

Title:

EVP. Account & Financial Reporting

EXHIBIT A
LICENSED FILMS

Film	Term	Aggregate Run Time (In Minutes)
Solomon Kane	First Window: 2/15/2015 - 2/14/2016 Second Window: 8/15/2016 - 8/14/2017	104:00
6 Souls	First Window: 12/29/2014 - 6/28/2016 Second Window: 12/30/2019 - 6/29/2020	112:00

EXHIBIT B

NOTICE OF ASSIGNMENT AND DIRECTION OF PAYMENT

TO: UNIVERSAL TELEVISION NETWORKS ("UTN")

FROM: THE WEINSTEIN COMPANY ("Licensor")

CC: ("Assignee")

RE: ASSIGNMENT OF LICENSE FEE PAYMENTS

DATE: _____

Reference is made to that certain license agreement dated as of March 17, 2014 (which agreement, and all other documents executed in connection therewith, as hereafter amended, modified or supplemented, are collectively referred to herein as the "License Agreement"), by and between UTN and Licensor with respect to certain rights in the films entitled "Solomon Kane" and "6 Souls" (the "Films"). Under the License Agreement, UTN has agreed to pay Licensor a total of [REDACTED] (the "License Fee") with respect to the Films.

Licensor hereby notifies UTN of the assignment by Licensor to Assignee of the License Fee and Licensor directs UTN to make its payment of the License Fee in United States Dollars (net of any applicable taxes or withholdings), as and when due, as follows:

☐ By Check

Payable To:	
Mailing Address:	

☐ By Wire Transfer

Account Name:	
Account Number:	
Routing Number:	
Reference:	
Bank Name and Address:	

The assignment or direction of payment set forth herein shall not relieve Licensor of any of its obligations, representations, or liabilities under the License Agreement and shall at all times be subject to UTN's rights under the License Agreement.

UTN reserves all of its rights, remedies and defenses (including, without limitation, all defenses to payment) under the License Agreement. All payments made by UTN to the Assignee shall fully discharge all of UTN's obligations under Section 5(a) of the License Agreement. **IN NO EVENT SHALL UTN BE LIABLE FOR DOUBLE PAYMENT OF THE LICENSE FEE.**