

GENERAL TERMS

1. Materials and Delivery

- (a) Licensee must take Delivery of the Materials within 5 (five) days upon execution of this Agreement. In addition, Licensee may order any additional material at any time during the Term, provided that such Additional Materials shall be at Licensee's sole cost and subject to such material's availability.
- (b) Materials shall be delivered to Licensee within a reasonable timeframe after execution of this Agreement. Delivery period to be mutually negotiated for each Title (failing this, the delivery period shall be of 15 (fifteen) days further to the order of the Materials by Licensee. In addition, it is hereby agreed that all musical rights over the Materials (including the Title(s)) shall be cleared for worldwide use.
- (c) Materials shall be delivered by either direct shipment to Licensee by means of digital delivery only (FTP, Aspera, Digidelivery or similar, or email if applicable).
- (d) In the event this Agreement is terminated due to a failure in delivery of the Materials to the Licensee, Licensee hereby understands and warrants that CASCADe8 shall not liable for such delivery failure.

1. Payments

- (a) As a material condition to this Agreement, Licensee acknowledges that all payments to CASCADe8 under this Agreement shall be paid free of any transmission charges to the account indicated on the invoices.
- (b) There will be no deductions from payments due to CASCADe8 because of any bank charges, withholding taxes, conversion costs, sales use or VAT taxes, "contingents", quotas or any other taxes levies or charges unless separately agreed to in writing by CASCADe8.
- (c) Licensee shall be responsible for the payment of any and all royalties/fees payable (including but not limited to any applicable guilds) and collection societies in connection with the exploitation of the Licensed Rights in the Territory (including, without limitation, performing rights, mechanicals).
- (d) In the event said wire transfer has not been made in a manner fully satisfactory to CASCADe8, there shall be no obligation to furnish any material or item to Licensee.
- (e) Failure for Licensee to comply with this provision shall constitute a material breach of this Agreement by Licensee, and upon notice thereof from CASCADe8 to Licensee, this Agreement shall terminate retroactively to the date of commencement or execution thereof, whichever is earlier.

2. Warranties

- (a) Licensee represents and warrants to CASCADe8 it has full authority and ability to enter into and completely perform this Agreement. Licensee has not and will not undertake any action which might impair the Licensed Rights. There are no existing or threatened claims or litigation which would adversely affect or impair Licensee's ability to completely perform under this Agreement.
- (b) Licensee shall honor any existing restrictions upon the Licensed Rights or any other rights granted in this Agreement. Licensee shall not exploit any rights not specifically granted herein as part of the Licensed Rights and under this Agreement, not shall Licensee exploit the Title(s) outside the Territory or after the Term.



- (c) In case royalties payments are due to collecting societies in connection with the television broadcast of the Title(s) in the Territory, Licensee shall be solely responsible for these payments. Licensee guarantees CASCADE8 in this respect and hold harmless CASCADE8 and its designees against any claim in this respect.
- (d) Licensee represents and warrants that it shall implement, establish and employ all customary measures and procedures of protection and security in the Territory to effectively prevent acts of piracy of the Title(s) and to protect all rights, title and interest (including copyright) in and to the Title(s). Licensee acknowledges that CASCADE8 has no obligation in this regard.
- (e) CASCADE8 hereby represents and warrants Licensee that it has full authority and ability to enter and completely perform this Agreement and license all Licensed Rights in and to the Title(s) to Licensee.
- (f) CASCADE8 shall not license, encumber or assign any Licensed Rights in the Title(s) to any other person in the Territory and during the Term, which would interfere with the Licensed Rights granted to Licensee.
- (g) To the best of CASCADE8's knowledge, no element of the Title(s), nor the Title(s) itself, not the exercise of any Licensed Rights in the Title(s) does or shall: (i) defame any third party, if infringe any copyright, trademark, right of ideas, patent, or any other property right of any third party.

3. Termination

- (a) Licensee's default: in case Licensee breaches any of its obligations under this Agreement, CASCADE8 may, after written notice with acknowledgment of receipt that remains uncured after 15 (fifteen) business days, consider the Agreement as automatically terminated at Licensee's expense, without prejudice to any additional damages. Notwithstanding the foregoing, any default by Licensee is limited to the particular Title to which a default applies. No default as to one Title shall be a default as to any other Titles, nor will a default by Licensee as to any one agreement be a default as to any other agreement with respect to any picture.
- (b) CASCADE8's default: in case CASCADE8 breaches any of its obligations under this Agreement, Licensee may, after written notice with acknowledgment of receipt that remains uncured after 15 (fifteen) business days, consider the Agreement as automatically terminated.
- (c) In any event, Licensee warrants it shall not commit any act or take any decision likely to disturb and/or jeopardize the exploitation of the Title(s).

4. Miscellaneous

- (a) This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes any and all previous written or oral negotiations, understandings or representations between the parties regarding its subject matter, if any. Each party expressly waives in favor of the other any right to rely on such negotiations and/or understandings or representations, if any.
- (b) This Agreement shall be construed, interpreted and enforced in accordance with the laws of France for the adjudication of any dispute between Licensee and CASCADE8 pertaining to this Agreement or the alleged breach of any provision hereof, and further agree that the mailing to either party of any court process or other papers in connection with the adjudication of any such dispute, by certified or registered mail, return receipt requested, at such party's



address set forth herein, shall be good and sufficient service of such papers and of the same force and effect as if such papers had been personally served on such party in said country.