

CONTENT LICENSING AGREEMENT

This Content Licensing Agreement ("**Agreement**") is entered into on this ____ day of _____, 20____ (the "**Effective Date**"),

BY AND BETWEEN

SCJ ENTERTAINMENTS, a sole proprietorship firm having its registered office at 537/12 Kha, Keshav Nagar, Sitapur Road, Lucknow, Uttar Pradesh - 226020, bearing GSTIN 09EUAPP8113R1ZW (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, affiliates, and permitted assigns),

AND

The content creator/artist/ producer/rights holder (whether an individual, partnership, firm, or legal entity) [**full address**] (hereinafter referred to as the "**Licensor**", which expression shall, unless repugnant to the context or meaning thereof, include his/her/their/its legal heirs, successors, and permitted assigns).

The Licensee and the Licensor shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Licensor is the sole and lawful owner, or has authorized rights, of certain audio-visual content, including but not limited to films, web series, short videos, documentaries, and/or other digital media content, collectively called "Content";

WHEREAS, the Licensee is engaged in the business of aggregating, representing, and syndicating such Content to various third parties for the purposes of distribution, exhibition, and commercial monetization under varying platform-specific revenue models;

WHEREAS, the Parties desire to enter into this Agreement to establish a framework under which the Licensee shall be authorized to represent, license, and monetize the Licensor's Content within the scope expressly defined in this Agreement.

1. DEFINITION

1.1 "Agreement" means this Content Licensing Master Agreement, including all annexures, schedules, and any amendments or addenda hereto.

1.2 "Effective Date" means the date on which this Agreement is executed by the Parties.

1.3 "Content" means any audio-visual work, including but not limited to films, short films, documentaries, web series, episodic content, animations, clips, music videos, and/or other digital or cinematic works provided by the Licensor to the Licensee for the purposes of licensing, syndication, representation, promotion, and monetization. (as given in **Annexure A**)

1.4 "Platform" means any digital platform through which the Licensed Content will be made available to end-users.

1.5 "Licensee Platform Partners" means third-party platforms or other digital services with which the Licensee has entered into content distribution, licensing, or monetization arrangements.

1.6 "Syndication Rights" means the right of the Licensee to license, sublicense, distribute, market, and make the Content available on multiple Platforms or distribution channels simultaneously, subject to the terms of this Agreement, without geographic restriction unless otherwise agreed in writing.

1.7 "Non-Exclusive Rights" means that the rights granted by the Licensor to the Licensee under this Agreement are non-exclusive in nature, and the Licensor shall be entitled to grant similar rights to other third parties, provided such grants do not interfere with the Licensee's exercise of rights hereunder.

1.8 "Term" means the duration of this Agreement as specified under **Clause 7.2** of this Agreement, including any renewals or extensions thereof.

1.9 "Metadata" means all descriptive and technical information provided by the Licensor or generated by the Licensee relating to the Content, including but not limited to title, synopsis, cast, genre, language, artwork, posters, subtitles, closed captions, and trailers.

1.10 "Territory" means the geographical area(s) in which the Content may be licensed or distributed by the Licensee, which shall be worldwide unless specifically restricted in writing by the Parties.

1.11 “Creator” means any individual, partnership firm, company, producer, director, rights holder, or legal entity who is the lawful owner of, or otherwise holds valid rights to, the Content and who enters into this Agreement with the Licensee for the purpose of licensing such Content for monetization and distribution.

1.12 “Net Revenue” means the total gross revenue actually received by the Licensee from the monetization, licensing, or exploitation of the Licensed Content on any platform, after deduction of applicable third-party platform commissions (including but not limited to AVOD/TVOD revenue shares), and reasonable and customary operational costs directly related to such monetization.

1.13 “Dashboard” means the secure, online user interface provided by the Licensee on its website, accessible by the Licensor upon execution of this Agreement. The Dashboard shall enable the Licensor to view, monitor, and access information related to the Licensed Content, including but not limited to content status, revenue reports, usage data, applicable tax deductions (including TDS), payment summaries, notifications, and other relevant updates or tools as may be provided by the Licensee from time to time.

1.14 “Advertising Video on Demand” (AVOD) -“AVOD” means a Video on Demand model in which content is made available to viewers free of charge and is monetized primarily through advertisements and brand sponsorships displayed before, during, or after the content playback.

1.15 “Transactional Video on Demand” (TVOD)- “TVOD” means a Video on Demand model in which viewers are charged a one-time transactional fee to access or watch specific content. Under TVOD, the viewer pays for individual pieces of content rather than subscribing to a content library. TVOD includes the following sub-models:

- **Pay-Per-View (“PPV”)**: A TVOD sub-model where the viewer pays a fixed fee to access and view specific content for a limited duration or a scheduled live event, typically allowing one-time access.
- **Pay-Per-Watch (“PPW”)**: A TVOD sub-model where the viewer pays a fee to watch the content on demand, with flexible timing but usually with limitations on the number of views or duration (e.g., 48-hour rental window from the time of purchase).

2. SCOPE OF LICENSED RIGHTS

2.1 Non-Exclusive Rights: Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive license to represent, market, sublicense, distribute, and monetize the Content on AVOD (Advertising Video on Demand) and TVOD (Transactional Video on Demand) platforms.

2.2 Syndication Rights: The Licensor grants the Licensee the right to syndicate the Content across multiple third-party platforms simultaneously or sequentially, and to engage in sub-licensing agreements, platform onboarding, and revenue arrangements with such platforms, subject to the reporting and revenue-sharing provisions set out herein.

2.3 Promotion and Marketing: The Licensee shall have the right to use the Content (in full or in part), along with its metadata, posters, thumbnails, trailers, and other promotional materials provided by the Licensor, for the purpose of marketing and promoting the Content on digital platforms and social media in connection with its distribution.

2.4 Limitations: Nothing in this Agreement shall be deemed to grant the Licensee ownership over the Content or its underlying intellectual property. The Licensor reserves all rights not expressly granted herein. The Licensee shall not make any material modifications to the Content without the prior written consent of the Licensor.

2.5 Right to Remove Content: The Licensee reserves the right to remove or disable access to any part of the Licensed Content at its sole discretion, in the event such Content:

- becomes subject to any actual or potential legal claim or dispute;
- is found to be in violation of the content policies, terms, or technical requirements of any digital platform; or
- poses a reputational, legal, or regulatory risk to the Licensee or its distribution partners.

(The Licensee shall provide prompt written notice to the Licensor upon taking such action, along with the reason for such removal.)

2.6 Channel Approval Requirement: The Licensee shall notify the Licensor in writing via official email prior to entering into any agreement for monetization of the Licensed Content on any AVOD or TVOD platform or partner platform. Such notification shall include the details of the proposed platform(s), and the Licensee shall obtain the Licensor's prior written consent in each instance before proceeding. The Licensee agrees to respect and adhere to the Licensor's decision, and no monetization shall occur without such prior consent. The obligation to seek approval shall remain in force throughout the Term of this Agreement.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All rights, title, and interest, including intellectual property rights such as copyrights, moral rights, and any underlying proprietary rights in and to the Content, shall remain solely and exclusively vested with the Licensor. Nothing in this Agreement shall be construed as a transfer of ownership of any intellectual property rights to the Licensee.

3.2 The Licensee is granted a limited, non-exclusive license to exploit the Content solely in accordance with the rights granted under this Agreement, including syndication, sublicensing, marketing, and monetization through various platforms and other digital distribution channels.

3.3 The Licensee shall have the right to create and use derivative materials such as thumbnails, trailers, metadata, and promotional assets for the limited purpose of marketing and distributing the Content. All such derivative materials shall not alter the underlying ownership of the Content, which shall continue to belong to the Licensor.

3.4 The Licensor warrants that it holds valid rights and clearances necessary to grant the rights contemplated under this Agreement, and that the exercise of such rights by the Licensee will not infringe upon the rights of any third party.

4. REPRESENTATIONS AND WARRANTIES

4.1 Licensor's Representations: The Licensor hereby represents and warrants that:

- a.** it is the sole and lawful owner of the Content or has all necessary rights, licenses, consents, and approvals to license the Content under this Agreement;
- b.** the Content does not infringe any intellectual property, privacy, or other legal rights of any third party and complies with all applicable laws and regulations;
- c.** the Licensor shall be solely responsible and liable for any third-party claims, disputes, or legal actions arising out of or relating to the Content.

4.2 Licensee's Warranties: The Licensee makes no warranty regarding the success, viewership, or revenue generation from the monetization of the Content. All exploitation is subject to platform terms and market performance.

5. FEES/CONSIDERATION

The Parties agree that in lieu of the Content provided to Licensee, the Licensee shall pay the Licensor's Revenue Share as set out in **Annexure B**.

6. INDEMNIFICATION

6.1 The Licensee shall not be liable to the Licensor for any **indirect, incidental, special, consequential, or punitive damages**, including loss of profits, data, or business opportunities, arising out of or in connection with this Agreement.

6.2 The **Licensor** agrees to fully **indemnify, defend, and hold harmless** the Licensee, its affiliates, officers, and representatives from and against any and all third-party claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or related to:

- the Content provided under this Agreement;
- any actual or alleged infringement of intellectual property rights covered in this agreement;
- breach of representations made by the Licensor.

7. CREDITS AND BRANDING

7.1 The Licensor agrees to accord appropriate distribution credit to the Licensee in the Licensed Content. Such credit shall include:

- Display of the **Licensee's logo slate** either at the beginning or end of the Content, as mutually agreed;
- Inclusion of the Licensee's name and/or logo under the "**Distribution by**" or "**Syndication by**" line in the end credits; and
- Display of the **Licensee's team** name where applicable.

7.2 All such credits shall be placed in accordance with standard industry practices, and the **Licensor shall bear all costs associated with editing, insertion, and formatting** of such credits in the final deliverable version of the Content.

(The Parties may further agree on format, size, placement, and branding details in writing or via email, which shall form part of this Agreement.)

8. TERM, TERRITORY, AND TERMINATION

8.1 Territory: The Licensed Rights granted hereunder are granted worldwide with no geographical limitations.

8.2 Term: This Agreement shall remain in effect for an initial term **one (1) year** from the Effective Date with a lock-in period of **six (6) months**, unless terminated by either Party in accordance with the Clause 8.3, 8.4 as mentioned below.

8.3 Termination for Convenience: Either Party may terminate this Agreement without cause by providing at least thirty (30) days' prior written notice to the other Party.

8.4 Termination for Cause: Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

- a. commits a material breach of any provision of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice; or
- b. becomes insolvent, is placed under liquidation, or is subject to any winding-up or bankruptcy proceedings.

8.5 Effect of Termination: In the event the Licensor terminates this Agreement before the completion of term and after completion of the lock-in period as specified in Clause 8.2;

- a. the Licensor shall be obligated to allow the completion of the ongoing revenue cycle applicable to the Licensed Content, which shall be of **three (3)** months. The Licensor shall only be entitled to receive payments collected from such revenue cycle upon its completion;
- b. failure by the Licensor to allow the completion of the revenue cycle or to comply with this obligation shall result in the **forfeiture of any pending payments or fees** for the Licensed Content, and the Licensee shall have no further liability or obligation to remit such amounts;
- c. all payment obligations collected prior to termination (and not subject to forfeiture as above), as well as clauses relating to confidentiality, indemnity, audit rights, and governing law and dispute resolution, shall survive termination of this Agreement.

9. CONFIDENTIALITY

9.1 Each Party agrees to keep confidential all non-public information disclosed in connection with this Agreement, including business terms, revenue data, platform arrangements, and content-related information.

9.2 Such information shall not be disclosed to any third party except to employees or advisors on a need-to-know basis, and who are bound by similar confidentiality obligations.

9.3 This obligation shall not apply to information that is publicly available, already known, lawfully received from a third party, or required to be disclosed by law.

9.4 The confidentiality obligations shall survive for **three (3)** years after the termination of this Agreement.

10. DELIVERY MATERIALS AND TIMELINE

10.1 The Licensor shall deliver the Content in mix and unmix (clean) masters, in high-definition, in accordance with the technical specifications and delivery timelines notified by the Licensee via official email (Acquisitions@scjntertainments.com)

10.2 The Content shall be delivered via FTP, Aspera, Signiant, FileCatalyst, or any other delivery mode as may be reasonably specified by the Licensee (“Delivery Materials”).

10.3 The Licensor shall also provide all necessary supporting materials including, but not limited to, English scripts, subtitle files, credits, promotional stills, posters, video clips, and music cue sheets, as applicable.

10.4 All costs associated with preparation and delivery of the Delivery Materials shall be borne solely by the Licensor.

10.5 Delivery shall be made in accordance with the timelines notified by the Licensee from time to time via official email (Acquisitions@scjentertainments.com)

11. ACCEPTANCE AND DIGITAL EXECUTION

11.1 By electronically accepting this Agreement and proceeding to create an account through the designated acceptance mechanism on the official website of Licensee, the Licensor acknowledges and agrees that such acceptance constitutes a valid, binding, and enforceable contract under the provisions of the Information Technology Act, 2000 and other applicable laws of India.

11.2 The Licensor expressly consents to the use of electronic records and digital signatures for execution of this Agreement and any documents related hereto.

11.2 Upon execution of this Agreement, a dedicated client Dashboard (as defined in 1.13) shall be generated for the Licensor, enabling access to content status, revenue reports, and related updates in connection with the Licensed Content.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

12.2 In the event of any dispute or disagreement arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter through **Mediation** within thirty (30) days of notice of such dispute.

12.3 If the dispute remains unresolved, it shall be finally settled by **Arbitration** in accordance with the **Arbitration and Conciliation Act, 1996**, as amended from time to time. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be **Lucknow, Uttar Pradesh**, and the proceedings shall be conducted in English.

12.4 Subject to the above, the courts having exclusive jurisdiction shall be the **High Court of Judicature at Lucknow, Uttar Pradesh.**

13. MISCELLANEOUS

13.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, correspondence, representations, or agreements, whether oral or written. No terms, conditions, warranties, or representations of any kind, express or implied, shall be binding unless expressly stated in this Agreement.

13.2 Modifications: No modification of any provision of this Agreement shall be binding unless made in writing and signed by duly authorized representatives of both Parties.

13.3 Assignment: The Licensor shall not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Licensee. However, the Licensee may assign or transfer this Agreement, in whole or in part, to any of its affiliates, successors, or assigns upon written notice to the Licensor.

13.4 Relationship of the Parties: Nothing in this Agreement shall be deemed to constitute or imply a partnership, joint venture, agency, fiduciary relationship, or employment relationship between the Parties. Each Party shall act solely as an independent contractor and shall have no authority to bind or represent the other in any manner.

13.5 Notices: Any communication between the Parties under this Agreement may be made via official email for routine and operational purposes. In addition, any formal notice required or permitted to be given under this Agreement shall be valid and effective if delivered either: (a) in writing by registered post or speed post with acknowledgment due to the address last notified by the receiving Party; or (b) by email to the official email addresses: mukta@scjentertainments.com, dimples@scjentertainments.com, legal@scjentertainments.com and such email shall be deemed to constitute valid service of notice for all purposes under this Agreement.

13.6 Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect, and the invalid provision shall be interpreted or replaced to give effect to the Parties' original intent as closely as possible.

13.7 Waiver: No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. A waiver of any right or remedy under this Agreement shall be valid only if made in writing and signed by the Party giving such waiver.

13.8 Force Majeure: Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, epidemic or pandemic, labor strikes, civil unrest, governmental orders, or interruptions in internet or telecommunications services ("Force Majeure Event"). During the continuance of a Force Majeure Event, the affected Party's obligations under this Agreement shall be suspended to the extent affected by such event.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

SIGNED BY:

For SCJ ENTERTAINMENTS

For [CREATOR NAME]

Signature: _____

Signature: _____

Name:

Name:

Designation:

Designation:

Date:

Date:

ANNEXURE A

(List of licensed content)

ANNEXURE B

(Fees and consideration)

I. In consideration for the Licensed Rights granted under this Agreement, the Licensee shall share “**Net Revenue**” (as defined in 1.12) with the Licensor based on the monetization of the Licensed Content on various platforms. Unless otherwise mutually agreed in writing, the standard revenue distribution model shall be as follows:

- **50%** of net revenue shall be retained by the platform,
- **10%** shall be retained by the Licensee, and
- **40%** shall be payable to the Licensor.

II. This distribution shall be calculated after the deduction of applicable costs and charges, including but not limited to **Dashboard maintenance costs, SSAI (Server-Side Ad Insertion) charges, CPM (Cost Per Mille), CPI (Cost Per Impression), Minimum Guarantees (MG), Digital Rights Management (DRM), Encoding/Transcoding, quality control (QC) and any Flat Fees** paid by the Licensee to the platform or third parties. These deductions shall be reasonable, customary, and clearly reflected in the Licensor’s Dashboard.

III. All payments under this Agreement shall be subject to **Goods and Services Tax (GST)** at the prevailing rate (**currently 18%**), or as revised under applicable law. The Licensee shall deduct **Tax Deducted at Source (TDS)** in accordance with the Income Tax Act, 1961, and shall furnish the corresponding TDS certificate(s) to the Licensor within the prescribed statutory timelines.

IV. It is acknowledged that different platforms may follow distinct monetization models. Before exploiting any Licensed Content on a new platform, the Licensee shall notify the Licensor via official email of the platform, its revenue model, and applicable terms. The Licensee shall obtain the Licensor’s prior written approval, and payments shall be made as per the approved structure.

Monetization models may include:

- **Flat Fee (One-Time):** A non-recoupable, one-time payment for a defined package or scope of content.
- **TVOD Revenue Sharing:** A share of net rental revenues generated from Transactional Video on Demand, including: Pay-Per-View (PPV) and Pay-Per-Watch (PPW).
- **AVOD Revenue Sharing:** A share of net advertising revenues derived from ad-supported distribution.

V. All payments due to the Licensor shall be made via (NEFT/RTGS/bank transfer) to the Licensor's designated bank account provided by the Licensor, on a **quarterly basis**, unless otherwise agreed. Each payment shall be accompanied by a revenue statement accessible through the Licensor's Dashboard, showing platform-wise earnings, deductions, and net amounts payable.

VI. The Licensor shall have the right, upon **fifteen (15) days' prior written notice**, to inspect or audit the Licensee's relevant books and records directly relating to the monetization of the Licensed Content and computation of payable amounts. Such audit shall be conducted during normal business hours and shall not unreasonably disrupt the Licensee's operations.