

SEQUENCE LICENCE AGREEMENT

THIS AGREEMENT IS MADE thisby and between('the Licensor') of the one part and THE BRITISH BROADCASTING CORPORATION whose address is for purposes of this Agreement Programme Acquisition, 7049 Television Centre, Wood Lane, London W12 7RJ, United Kingdom ('the BBC') of the other part

WHEREBY IT IS AGREED as follows:

that upon the terms and conditions set out in Schedule 'A' and 'B' and in consideration of the Licence Fee specified herein the Licensor hereby grants to the BBC a non-exclusive licence to include the Sequence in the BBC's Programme for use on any BBC Public Service within the Territory ('Licence').

SCHEDULE 'A'**1. The Sequence****2. The BBC's Programme****3. Programme Number****4. Duration**

5. BBC Public Services Unlimited.

6. Licence Period 5 (Five) years.

7. Licence Fee

(Payable subject to inclusion of the Sequence in the BBC's Programme)

8. Transmission Date**9. Territory**

The United Kingdom of Great Britain and Northern Ireland the Channel Islands, and the Isle Of Man and the Republic Of Ireland.

10. Licence Terms**Total Licence Fee:**

Signed by.....
For and on behalf of THE LICENSOR

Signed by.....

For and on behalf of THE BRITISH BROADCASTING CORPORATION

Please see final page for invoicing details.

SCHEDULE 'B'**TERMS AND CONDITIONS****1. LICENCE**

In consideration of the Licence Fee payable hereunder the Licensor grants to the BBC a non-exclusive licence of the right to use the Sequence as incorporated in the BBC's Programme on any BBC Public Service. The Licence shall be for unlimited use of the Sequence as incorporated in the BBC's Programme during the term of copyright in the Sequence provided that the Licence Fee shall constitute full remuneration for the licence for an initial period limited to 5 (five) years from the date of first transmission of the BBC's Programme including the Sequence licensed under this Agreement (" the Initial Five Year Period ") The Licensor shall procure that, upon the expiry of the Initial Five Year Period, the Sequence as incorporated in the BBC's Programme shall be clearable for unlimited use for the remainder of the term of copyright in the Sequence. Payment for licensed use upon the expiry of the Initial Five Year Licence Period shall be subject to full and good faith negotiation between the Licensor and the BBC provided always that in no event shall further payment exceed the total Licence Fee payable under this Agreement plus the appropriate RPI increase applicable at the time of renewal in respect of each further tranche of unlimited use on any BBC Public Service over any subsequent period of 5 (five) years.

2. SELECTION

The Licensor agrees that the BBC may at its own discretion select and incorporate elements of the Sequence in the BBC's Programme.

3. MATERIALS

The Licensor shall supply on loan to the BBC such prints and/or other copies of the Sequence as the BBC may reasonably require to exercise the rights herein granted. The Licensor agrees that either the Licensor shall authorise an appropriate laboratory or agency to copy the sequence or the BBC may copy the Sequence for the purpose of this Agreement. The BBC warrants that such copies shall be used only in the BBC's Programme and/or part thereof and the use in any other context without the express permission of the Licensor is specifically excluded. Upon completion of the BBC's Programme the BBC shall destroy or return to the Licensor all copies of the Sequence which may then remain in its possession except such material as is contained in the BBC's Programme. The BBC shall be responsible for all Laboratory carriage customs and other costs of a similar nature in respect of the manufacture of copies of the Sequence in accordance with the provisions of this Clause.

4. WARRANTY OF TITLE

The Licensor warrants that it will be the owner of or will control all rights in the Sequence and/or part(s) thereof and any non-musical copyright material therein which are granted to the BBC for the purposes of this Agreement and that the recording rights in any music and the sound recording rights in the Sequence have been cleared for all purposes of this Agreement SAVE THAT the BBC shall in respect of the exercise of its rights hereunder be responsible for any payment in respect of the performing rights in any music as are controlled by the Performing Right Society or a Society affiliated thereto

5. INDEMNITY

That Licensor will keep the BBC indemnified from and against all liabilities claims demands actions costs (including reasonable legal fees) and damages suffered or incurred by the BBC or awarded against the BBC and any compensation agreed and paid for by the BBC on the advice of Counsel in consequence of or arising out of any breach or non-performance of all or any of the warranties obligations undertakings or agreements on the Licensor's part contained in this Agreement.

6. NO OBLIGATION TO USE

Nothing contained in this Agreement shall imply an obligation on the part of the BBC to use the Sequence.

7. ADVERTISEMENT

No reference is to be made to the terms and conditions of this Agreement by either party hereto in any advertising or publicity material without the express permission of the other party.

8. PROGRAMME PRESENTATION

The BBC, its licensees or assignees may broadcast by television, in sound only on radio and via the internet extracts not exceeding 30 (thirty) seconds in duration in any one case from the Sequence for the purpose of any programme announcement trailing and post-transmission comments and review and promotion and advertising without further payment. Any such broadcasts shall be in addition to the number of broadcasts specified in Schedule 'A'.

9. OVERSPILL

The Licensor acknowledges that where the Sequence is broadcast by satellite for reception in the United Kingdom such broadcasts may be capable of reception outside the United Kingdom due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ("Overspill") and the Licensor agrees that the occurrence of Overspill shall not constitute a breach of this agreement.

10. SIMULTANEOUS RELAY

The simultaneous relay outside the United Kingdom of any broadcast of the Sequence which is under the authority of international treaty or government regulation and for which a system for making copyright payments to copyright holders through a collection agency such as AGICOA exists shall not constitute a breach of this Agreement.

11. LEGAL CONSTRUCTION

This Agreement sets out the entire agreement between the parties at the date hereof. Any amendment or variation to this Agreement must be in writing and signed by both parties. This Agreement shall be interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

APPENDIX 1: DEFINITIONS

1. BBC Public Services as used above shall mean any service now existing or developed in the future primarily funded as a public service by the Licence Revenue (as defined in the Royal Charter for the continuance of the BBC from time to time). This shall include without limitation communication to the public (as defined in the Copyright, Designs & Patents Act 1988) by broadcast and on-demand services accessed by satellite, terrestrial and cable means (including without limitation the BBC's services made available by internet transmission) and both on television and non-television platforms.

Such BBC Public Services shall include, inter alia, :

- (a) the exclusive right to stream (the transfer of an apparently steady and continuous stream of data without a permanent copy of the material being made) the BBC's Programme incorporating the Sequence simultaneously with any BBC linear transmission of the BBC's Programme by any wire or wireless means including but not limited to the internet ("Simulstreaming") provided always that such Simulstreaming shall : (i) be simultaneous with BBC's transmissions of the BBC's Programme incorporating the Sequence on the BBC's public television services; (ii) be territorially restricted within the Territory; and (iii) shall not generate any commercial revenue for BBC;
- (b) subject to paragraphs (c), (d) and (e) below, the exclusive right for a period of 7 (seven) days from the relevant BBC linear transmission thereof to include the BBC's Programme incorporating the Sequence in any online, interactive television, or other new media services forming part of the BBC Public Services in whatever format now known or invented in the future, which shall include, for the avoidance of doubt, the right to : (i) download (the transfer and storage of a discrete data file) the BBC's Programme incorporating the Sequence by any wire or wireless means including but not limited to the internet and to permit access thereto, viewing thereof and storage of copies of the BBC's Programme incorporating the Sequence so downloaded; and/or (ii) include or licence the BBC's Programme incorporating the Sequence for inclusion in a video-on-demand service or near-video-on-demand service forming part of the BBC Public Services ("the Seven-Day New Media Rights") provided always that the exercise of the Seven-Day New Media Rights rights shall : (A) be territorially restricted within the Territory; and (B) shall not generate any commercial revenue for BBC provided that no fees are charged to viewers for reception of such broadcasts;
- (c) with reference to the Seven-Day New Media Rights specified above, upon download by the user within the 7 (seven) day window from any linear transmission by the BBC of the BBC's Programme incorporating the Sequence, the BBC's Programme can remain on the users' hardware until first accessed (or 13 (thirteen) weeks from download whichever is sooner) whereupon the user has 7 (seven) days to view the BBC's Programme incorporating the Sequence after which the said BBC's Programme expires (a "Floating Window");
- (d) with further reference to the Seven-Day New Media Rights specified above, in the event that the BBC's Programme incorporating the Sequence forms part of a series of programmes ("Series"), then the Seven-Day New Media Rights in respect of the BBC's Programme incorporating the Sequence (and in respect of each episode of Series) shall be extended to 7 (seven) days after the linear transmission of the final episode of the Series ("Series Stack") provided always that : (i) such Series Stack shall be capped at a total of 13 (thirteen) weeks of being available on demand at any one time (excluding for the avoidance of doubt the period of the Seven-Day Preview as specified in paragraph (e) below); (ii) during the time that it is made available on-demand by the BBC, each episode of the Series (including, inter alia, the BBC Programme incorporating the Sequence) can be temporarily downloaded for viewing within a Floating Window as specified in paragraph (c) above; and (iii) all such use will be copy protected and will only be exercised provided that appropriate technological means are used to limit the availability of the download to the period of the BBC's entitlement and the Territory; and
- (e) the right for the BBC, at its discretion, to make available, for premiere or preview purposes only, the BBC's Programme incorporating the Sequence via temporary download or streaming means for a period not exceeding 7 (seven) days prior to the first linear broadcast by the BBC of the BBC's Programme incorporating the Sequence (a "Seven-Day Preview")

2. Pay Television shall mean any form of television distribution in the Territory whether now known or hereafter invented however transmitted or delivered for which fees are charged to viewers for reception including but not limited to: basic cable television, subscription television, multi-distribution services, closed circuit televisual systems requiring direct payment (including hotels), pay-per-view, video-on-demand and near video-on- demand.

3. Non-Theatrical Distribution shall mean sale hire lease or licensing in all formats and by all means for exhibition to non-paying and / or trapped audiences (including airlines) by technologies now known or hereafter invented including but not limited to film videograms, education cable and off air videotaping subject where necessary to the agreement of relevant unions guilds and copyright and other broadcast rights holders.

4. Home Video Distribution shall mean the right throughout the Territory to include and distribute the Sequence within the BBC's Programme by means of video cassettes video discs (DVD's) and any other devices whether now known or hereafter invented for reproducing visual images and sounds which may be played back by the use of a playback device and intended for sale and / or rental to the public for private home use only.

- 5. Interactive Distribution** shall mean the right throughout the Territory to include and distribute the Sequence within the BBC's Programme in any interactive video discs, CD-Rom, CD-I discs or any other software device whether now known or hereafter invented for the purpose of storing information in a form which may be used in conjunction with appropriate hardware to produce text, still and moving visual images and sound which may be selected by the user of such hardware.
- 6. Internet Distribution** shall mean incorporation of the Sequence in BBC websites and distribution to end users by means of the worldwide system of computer networks including the World Wide Web as incorporated in the BBC's website(s) only for the sole purpose of displaying on end users' personal computers solely for end users' personal private use.

Please return signed contract to :

BBC
7049 Television Centre
Wood Lane
London
W12 7RJ
United Kingdom

Tel: (+44) 20 8225 6361

Please forward your invoice, quoting the above P.O. No, directly to:

BBC
Accounts Payable Post Room
Villiers House
Haven Green
Ealing
London
W5 2PA
United Kingdom

Tel: (+44) 20 8231 9500