

LICENSE TERMS OF SUBTITLES SUPPLY

I. GENERAL LICENSE TERMS OF SUBTITLES SUPPLY

1. PREAMBLE

The current terms of Subtitles supply aim to define the terms and conditions under which a Buyer can be granted a License on Subtitles by a Subtitles Provider via Cinando Subtitles services.

It is agreed that the use of Cinando Subtitles services implies the Buyer and Subtitles Provider's full and complete approval of the terms of Subtitles Supply. If a Subtitles Provider or Buyer does not accept the terms of Subtitles Supplies he/she shall not purchase or provide such Subtitles with the technical services of Cinando Subtitles.

2. DEFINITIONS

"Buyer" refers to the User that elected to purchase a License on a Film's Subtitles and which information are detailed in article 1.2 of the Specific Terms;

"Cinando Subtitles" refers to an online service of subtitles supply available on Cinando's platform, Parties acknowledge that Cinando Subtitles is a third party to the present agreement and is not bound by the present ToSS;

"Film" refers to the film which specificities are detailed in article 3 hereunder;

"License" refers to the exploitation license granted by the Subtitles Provider to the Buyer;

"Parties" refers collectively to the Buyer and Subtitles Provider;

"Subtitles Provider" refers to the User that elected to offer Subtitles for sale or free of charge in compliance with the current terms and conditions of Subtitles supply and which information are detailed in article 1.1 of the Specific Terms;

"Specific Terms" refers to the specific terms as detailed above in section I – Specific Terms

"Subtitles" refers to the subtitle which information is detailed in article 3 of the Specific Terms. It is notably understood that "subtitle" shall mean both the translation and the relevant computer files;

"Subtitle Page" refers to the Cinando Subtitles page where Subtitles Provider has determined all specifications of the Subtitle available for sale or free of charge;

"ToSS" refers to the current general Terms of subtitles supply ;

"Users" refers to any type of Cinando user;

3. FILM

Buyer is in charge of all or part of the exploitation of the Film mentioned in article 2 of the Specific terms, or has the necessary rights to proceed to the synchronized exploitation of the Subtitles object of the present agreement with the images of the Film, which shall be cleared from the third party right holders.

4. SUBTITLES

The Subtitles Provider is right holder of the Film's Subtitles in the languages in the Specific Terms. It is understood that Subtitles shall mean both the translations and the electronic files.

Subtitles Provider entrusts the Buyer with the exploitation rights of the Subtitles as detailed in article 5 and for the territories and term detailed in article 5 and 6 hereunder.

The Subtitles shall be exhibited in their original continuity, without alteration, interpolation, cutting or elimination, except if adaptation rights are available as indicated by Subtitles Provider on the Subtitle page and in the Specific Terms. In this latter case, Buyer may adapt the Subtitles to its needs, thus with respect to the rights of the original dialogues.

5. TERRITORIES

The licensed rights mentioned here after in article 5 are granted to the Buyer for the Territories mentioned in article 4.2 of the Specific Terms, and that shall be inferior or equal to the available Territories as indicated by the Subtitles Provider on the Subtitle page. It is understood by the Buyer that the present license does not grant any exclusivity upon the Territories.

6. TERM

The licensed rights mentioned hereafter in article 6 are granted to the Buyer from the payment of the license fee detailed in article 8 or in case of a free license from the downloading of the Subtitle by the Buyer for the duration mentioned in article 4.3 of the Specific Terms, and that shall be inferior or equal to the available Term as indicated by the Subtitles Provider on the Subtitle page. It is understood by the Buyer that the present license does not grant any exclusivity.

7. LICENSED RIGHTS

Subtitles Providers grant to Buyer the non-exclusive rights to reproduce and represent the Subtitles within the exploitations mentioned in the article 4.1 of the Specific Terms, and that shall be in any case limited to the available exploitations as defined by the Subtitles Provider on the Subtitle page.

All other rights whatsoever in the Subtitles not expressly mentioned in the article 4.1 of the Specific Terms, are not granted to the Buyer. It is understood by the Buyer that the present license does not grant any exclusivity on the licensed exploitations.

8. FEES

8.1. If a flat fee is indicated in article 5 of the Specific Terms in consideration of the license granted to the Buyer herein, Buyer undertakes to pay such flat fee to the Subtitles Provider within the payment process as established by the ToU.

8.2. Parties acknowledge that Buyer shall pay such fee through an online third party services following the signature of the present agreement, according to the ToU.

8.3. When expressly requested by the Buyers, the Subtitles Providers shall transmit the invoices for Subtitles supply to the Buyers, including any applicable VAT.

9. SUBTITLE FILES

Upon payment of the relevant fee as detailed in article 8.1 when applicable or upon acceptance of the TC in case of free of charge license, Parties acknowledge that the Buyer will be authorized to download the Subtitles files made available on Cinando Subtitles by a link in TTML format. It is understood that Subtitles Provider uploaded the Subtitle file on Cinando Subtitles under its sole responsibility. The ToU and TC apply regarding all warranties brought by Subtitles Provider to Cinando Subtitles.

10. BUYER'S WARRANTIES

10.1. The Buyer warrants that the Buyer is fully entitled and empowered to exploit the Film.

10.2. The Buyer acknowledges to be personally and solely liable with respect to the exploitation of said Film.

10.3. With respect to article 11.3, the Buyer undertakes to respect the moral rights of the Subtitles creator and of the original dialogues of the Film in accordance with the rights obtained in the present ToSS, and notably when adapting or modifying the Subtitles.

10.4. The Buyer shall respect the publicity clause of the present ToSS, and notably mention the name of the Subtitles creator according to the information provided by the Subtitles Provider on the Subtitle Page, if such credit is there afforded.

10.5. Finally, the Buyer commits to strictly observe the scope of the License the Subtitles Provider has granted with the present ToSS. Buyers shall not make commercial use of the Subtitles. In this way, Buyers commit not to sale, rent, sub-license or commercialize the Subtitles.

10.6. The Buyer shall ensure that its material complies with the Subtitles specifications for conform and synchronized exploitation of the Subtitles.

10.7. Buyer recognizes to have acknowledged the first exploitation information of the Subtitles provided by the Subtitles Provider on the Subtitle Page.

11. SUBTITLES PROVIDER'S WARRANTIES

11.1. The Subtitles Provider warrants the peaceful exercise by the Buyer of the rights hereunder granted and in particular that the Subtitles Provider is fully entitled and empowered to grant the rights hereby granted and that such rights are not and shall not be in any manner, exclusively granted, mortgaged, encumbered, nor in any way exclusively devolved to any third party.

11.2. The Subtitles Provider warrants being fully entitled with the necessary rights to establish Subtitles from the original Film dialogues and that the Subtitles Provider is duly authorized by the Film right holder to create the Subtitles.

11.3. When possible according to the applicable laws, the Subtitles Provider warrants to have acquired or restrained up to maximum the moral rights of the Subtitles. Subtitles Provider shall mention the moral right status on the Subtitles' page on Cinando Subtitles.

11.4. The Subtitles Provider warrants that it has not done and shall not do, under any assignment to any third party or by any other means, any act liable to jeopardize this assignment of rights, or liable to prevent, or to interfere with the full enjoyment by the Buyer of the rights hereunder granted to the Buyer.

11.5. The Subtitles Provider warrants that no dispute or proceedings involving the rights as defined and granted hereunder, are presently in progress or about to be instituted.

11.6. The Subtitles Provider does not warrant any other specifications than those available on the Subtitle page. Accordingly if the frame rate of the Subtitle File is not related to the Film file of the Buyer, Subtitles Provider does not provide any refund or modification of the sold Subtitle File to the Buyer.

11.7. The Subtitles Provider does not warrant that the exploitation of the Subtitles will be free of error or in compliance with the material of the Buyer.

11.8. The Subtitles Provider does warrant a standard quality of the Subtitles. Thus, Buyer understands that translation quality is subject to various and subjective opinions, and that Subtitles Provider does not warrant that Buyer will be satisfied by the Subtitles quality for the expected aim of the Buyer. The Subtitles Provider indicates on the Subtitle Page the first exploitation of the Subtitles, which gives an indicator to the Buyer.

12. PUBLICITY

12.1. The ending of the Subtitle shall present the Subtitles Provider as providing the Subtitles files or in any other way mutually agreed between the Parties.

12.2. Furthermore, according to the information provided on the Subtitle Page and in the Specific Terms, the Subtitles Provider will provide in the Subtitle Files the translators credit information, the case maybe, and the Buyer shall respect such credit information.

12.3. The Buyer assumes the responsibility for complying with these provisions for the advertising made by itself and undertakes to communicate its advertising obligations to any firms, which shall use the license defined herein. In any case, Buyer shall stay liable according to the terms of the present agreement for its sublicenses.

13. ASSIGNMENT

The Subtitles Provider may assign or transfer any of its rights hereunder to any third party, but shall notify the Buyer previously of its intention, and in any case guarantee the full execution of the provisions of the ToSS by the new rights holder.

14. DOMICILIATION

Parties elect at their respective principal place of business as mentioned in the Specific Terms.

On an indicative basis, such addresses are also available on the personal page of the Parties on Cinando's platform.

15. LITIGATION

Parties acknowledge that any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation,

validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the competent jurisdiction of the country where is located the Subtitles Provider and in compliance with the laws of such country.