

Licenčná zmluva na nákup licenčných práv programov (výpis zo zmluvy)

Zmluvní partneri:	TERRANOVA Rue de Charonne 155 75011 PARIŽ Francúzsko VAT: FR22430319616 zastúpená: Emmanuelle Jouanole generálna manažérka a
	Slovenská televízia a rozhlas - STVR Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 zastúpená: Mgr. Igor Slanina zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka č: 8978/B
Programy:	dokumentárne programy – 2 x 52´
Práva a definície:	Nákup licenčných práv programov pre vysielanie na všetkých programových okruhoch, prioritne Dvojka
Trvanie zmluvy:	Licenčná doba –podľa jednotlivých titulov Rozsah licencií jednotlivých programov: program 1 od 1.2.2025 do 31.1.2028 program 2 od 1.12.2024 do 30.11.2027
Licencia na územie:	Slovenská republika
Povolený jazyk:	slovenský – komentár
Počet vysielaní:	2 vysielania –každé vysielanie vrátane reprízy do 48 hod.
Vysielacie práva:	Terestriálne – Free TV práva vrátane simultánnej káblovej a satelitnej retransmisie, catch up práva prostredníctvom www.rtvsk.sk na 14 dní
Licenčný poplatok:	1.700,- EUR

Splatnosť licencie:	100% splátka po podpise licenčnej zmluvy, dodaní materiálov a ich technickej akceptácií najneskôr k 31.12.2024
Podmienky dodania materiálu:	po podpise licenčnej zmluvy
Technické náklady za materiál:	160,-EUR
Technické parametre materiálu:	Material bude dodaný v HD kvalite cez ftp server podľa odsúhlasenej technickej špecifikácie.
Prístup k jazykovej verzii:	potvrdený za úhradu 50% nákladov na výrobu slovenskej jazykovej verzie. (bod Languages)
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v bode Compulsory Conditions
za TERRANOVA	za STVR
Emmanuelle Jouanole generálna manažérka	Mgr. Igor Slanina zástupca generálneho riaditeľa



TERRANOVA

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ZN2000420

LICENSE AGREEMENT

Between

TERRANOVA, a corporation with a capital of 137.204 Euros, having its registered office at 155 rue de Charonne – 750011 Paris France, represented by its General Manager, Mrs Emmanuelle JOUANOLE,

Hereinafter designated as “TERRANOVA ”

And

Slovenská televízia a rozhlas, Mlynska dolina, 84545 Bratislava, Slovak republic, represented by its Deputy General Director Mr. Igor Slanina, company registration No. 56398255,
VAT: SK2122292832

Hereinafter designated as “THE LICENSEE ”

TERRANOVA licenses to the LICENSEE the Programme rights as defined in the special conditions and general conditions of the present contract.



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SPECIAL CONDITIONS

LICENSED PROGRAMMES:

1. **Mesopotamia, the rise of cities** – 1x52'
2. **1874, the birth of Impressionism** – 1x52'

RUNNING TIME:

2 hours

LICENSED TERRITORY:

Slovak Republic

LANGUAGES:

Slovak Language

Terranova will have a possibility of access to the Slovak version upon payment of 50% of Licensee's dubbing costs

RIGHTS GRANTED:

Exclusive Free Terrestrial TV rights with simultaneous broadcast on Basic Cable and Satellite for all channels, priority channel Dvojka

Catch up rights for the geoblocked streaming via www.rtv.s.sk for maximum 14 days after each broadcast

LICENSE PERIOD:

3 years

DATE OF RIGHTS:

Title #1: February 1st, 2025 to January 31st 2028

Title #2: December 1st, 2024 to November 30th 2027

NUMBER OF RUNS:

2 runs each with 1 quick re-run within 48 hours

NET LICENSE FEE:

850 euros

Total of 1,700 Euros

(1) Amounts indicated are net i.e. all taxes deducted

*In case of payment by wire transfer, all bank charges shall be borne by the Licensee

MATERIAL COST:

80 euros per file

Total of 160 euros for the HD files including Aspera transmission

**TOTAL NET LICENCE FEE
& TECHNICAL FEE:**

1,860 Euros

BANK EXPENSES:

At Licensee's Charge



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PAYMENT SCHEDULE:	100% after the signature of the agreement after the delivery of the material and its technical acceptance Separate invoices for license and technical fees will be required
SHIPPING COSTS:	No shipping costs – Delivery through ftp server
MATERIALS TO BE DELIVERED:	(as defined in the appendix 1 attached hereto)
DELIVERY DATE:	As soon as possible after the signature of the contract
COMPULSORY CONDITIONS:	According to the provisions of the Act No. 40/1964Zb Civil Code, Slovak Television and Radio is obliged to published this Contract via Central Register of the contracts of the Government Office of Slovak Republic in its full wording

Signed in Paris on September 27th 2024

TERRANOVA
Emmanuelle JOUANOLE

THE LICENSEE
Igor Slanina
Deputy General Director



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APPENDIX 1

MATERIAL TO BE DELIVERED via ASPERA SERVEUR

1874 The birth of Impressionism – 52'

1 Apple ProRes HQ 25FPS

Textless version with credits at tail

International mix/ English full mix

Mesopotamia the rise of cities – 52'

1 Apple ProRes HQ 25FPS

English version with textless at tail

International mix/ English full mix

Scripts, synopsis, credits, MCS, archives sheets, publicity material, pictures in .jpg format.



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GENERAL CONDITIONS

1. DEFINITIONS

The term of the special conditions defined below are applicable to the present license.

Hertzian terrestrial television distribution means distribution by Hertzian waves by means of integrated antennas on the roof and includes simultaneous broadcasting in full, without any change of programme or of geographical area, of the programme distributed by cable, i.e., secondary and passive cable distribution of the programme distributed by Hertzian waves.

Cable television distribution means television distribution of the programme by way of a cable, i.e., by wire. This refers to the initial or primary communication of the programme to the public or secondary communication to the public whether active or passive. Active secondary communication means retransmission by cable that provides for modifications over time. Passive secondary communication means retransmission by simultaneous cable, in full and without a change of the programme distributed. Pursuant to directive 93/83, cross-border transmissions by cable of the programme initially distributed by Hertzian waves or by cable are authorised.

Satellite television distribution means all terrestrial retransmission by means of waves or by cable of the programme

when the signals carrying the programme are introduced to a continuous communication chain leading to the satellite and returning to the earth. Cross-border retransmissions of the programme initially distributed by satellite are authorised.

Coded television distribution means retransmission of the programme by carrier signals in coded form, entailing payment of a subscription.

Uncoded television means retransmission of the programme by uncoded carrier signals, not implying any need for the viewer to pay any specific fee and/or subscription.

Pay television means retransmission of the programme by terrestrial means, cable or satellite, when payment of a fee and/or a subscription by the viewer is required for reception of the only programme and/or channel broadcasting the programme.

Free television means retransmission of the programme by terrestrial means, cable or satellite not implying payment by the viewer of any specific fee and/or subscription.

Digital television means retransmission of the programme by carrier signals that are the object of digital coding.

Cinema means commercial exploitation of the cinema copy of the programme, wherever it may be projected (particularly in cinemas and drive-ins), for which the public must pay a specific entrance fee in order to see the programme.



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Videogram means any sequence of images and of sound as well as the fixing of the said sequence itself, i.e., sound and visual reproduction in any form whatsoever, present or future (tapes, magnetic or optical modules, holograms, videocassettes, video discs...) in all formats (PAL, SECAM) and standards (VHS, BETAMAX), existing or future, intended for viewing by means of an independent reader or integrated into a receiver, television monitor, computer or analogous device.

The term videograms means videocassettes, CD-ROM, DVD, CDI...

→ Videocassette: a magnetic tape presented in the form of a cassette or any other electronic device consisting a sequence of images and of sounds that can be viewed like a film with the help of a receiver or any other viewing device.

→ CD-ROM: an opto-digital support making it possible to store and read digitised data of the Programme taking the form of an interactive digital compact disc.

→ DVD: a disc containing storage, by an optical process, of the digitised video images of the programme restituted by a reader, whether computerised or not.

Internet means the worldwide network associating telecommunications resources and server terminals and customers, intended for exchange of electronic messages, of multimedia information and of files. It operates by using a common protocol that makes it possible, step by step, to rout messages broken into independent packets (compacted digital data). The routing is based on the IP protocol. Access to the network is opened to any user who has obtained an address from an accredited

entity. Management is decentralised in the form of interconnected networks.

The Telematic Network means the set of services and techniques associating data processing and telecommunications.

Non-commercial rights mean distribution, licence, sale, rental and/or exploitation of the programme in television, cinematographic, video, etc... form for schools, bookstores, museums, exhibitions, institutional circuits, hospitals, prisons, military bases and aircraft.

The territory or territories means the territories listed in the special conditions.

2. DELIVERY AND ACCEPTANCE OF THE MATERIALS

The LICENSEE shall pay all of the expenses relating to shipment, delivery and production of the materials required for exercising the rights granted under these presents.

The LICENSEE shall have a period of 6 (Six) weeks starting with the delivery date to examine the materials. At the end of the said period and in the absence of remarks on the part of the LICENSEE, the materials will be considered as having been purely and simply accepted.

However, if the materials delivered by TERRANOVA cannot reasonably be considered as in compliance with the European broadcasting standards by the LICENSEE, the latter shall have to inform TERRANOVA of this fact by registered mail with receipt, indicating the technical shortcomings noted, and it shall have to return the materials to TERRANOVA. If the rejection is justified, TERRANOVA undertakes to replace the defective materials. The said new delivery shall be



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subject to the acceptance conditions defined above.

The LICENSEE undertakes to destroy the delivered materials, on the day of expiration of the licensed rights, and to supply TERRANOVA with a certificate concerning destruction of the said materials within one month following the expiration date.

In case the materials delivered by TERRANOVA are lent to the LICENSEE, the latter undertakes to return the said materials at its own expense within a maximum period of 6 (six) weeks starting with the date of delivery.

3. PROMOTIONAL MATERIAL

At the LICENSEE's request, TERRANOVA will supply it, within the limits of what TERRANOVA holds, with the promotional and advertising material concerning the PROGRAMME as well as the TERRANOVA visual and graphic elements.

The LICENSEE shall have the option of creating its own promotional and advertising materials at its own expense and on the basis of the said elements, as long as it submits them for TERRANOVA's approval and obtains its written agreement in advance.

4. RIGHTS LICENSED

Subject to the license authorised in the special conditions, the licensed rights are as follows:

→ the reproduction right, which particularly includes the right to record or to see to the recording of the images and the sounds of the programme in full or in

part, in any version both original and foreign,

→ the representation right, which particularly includes the right of public or private communication, on a commercial or non-commercial basis, of the programme in all versions, languages, dubbed and/or subtitled, by any processes whether now known or unknown,

→ the rights to commercial exploitation of all or part of the cinema copy of the programme,

→ the rights to television broadcasting of all or part of the programme by any processes inherent to that operating procedure,

→ the rights to exploitation of all or part of the programme in the form of videograms,

→ the rights to exploitation of all or part of the programme in the non-commercial circuit, i.e., the right to show the programme in places in which the public does not pay a specific admission fee to see the programme,

→ the right to exploit the programme, subject to respect for the authors' moral right, in the form of extracts or of certain constitutive elements, after prior viewing and explicit approval by TERRANOVA.

5. TERRANOVA'S OBLIGATIONS

TERRANOVA represents that it holds all rights allowing license of the PROGRAMME provided for in the present contract, and in particular it warrants enjoyment of the licensed rights.

TERRANOVA represents that it is the sole holder of the operating rights that are the object of these presents, and that no third party is entitled to call on a preference or exclusivity contract with



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respect to the operating procedures granted in the present contract.

TERRANOVA represents and warrants the LICENSEE that the programme and its elements do not contain any libellous or obscene images and/or remarks.

TERRANOVA warrants that it holds the operating rights for all supports and territories granted under these presents, for the entire duration of the present contract.

6. LICENSEE'S OBLIGATIONS

The LICENSEE explicitly declares that it holds full powers and status to contract for the present license.

The LICENSEE warrants that it will exploit the licensed rights within the limits of the special conditions and of the general conditions, and it is understood between the parties that all rights that are not explicitly licensed in the special conditions of the present convention shall remain reserved for TERRANOVA alone.

The LICENSEE warrants that it will exploit the rights defined in the present contract with strict observance of the moral right of the programme authors, and it explicitly acknowledges that it agrees not to detract from the programme, subject to the right to subtitle and/or dub the programme, particularly by any reediting of images or of sounds of any nature whatsoever.

The LICENSEE undertakes to broadcast and frame the programme with two screens with a duration of approximately 5 (five) seconds with TERRANOVA's identity, at the beginning and the end of the programme.

The LICENSEE also undertakes to take all necessary steps vis-à-vis any collective management companies seeing to management, collection, payment and distribution of receipts, particularly the companies of authors, producers, performers, PROCIREP, ANGOA, ANGICOA, SACEM...

In case of exploitation of the programme in the form of a videogram, the LICENSEE undertakes to have every jacket and/or cover contain the indication: © TERRANOVA, and to supply TERRANOVA with 10 (ten) free copies of the videograms published in this way.

The LICENSEE warrants TERRANOVA against any troubles, recourse or actions that might be filed by any person because of exploitation by the LICENSEE of the rights licensed under these presents.

7. LICENSE PRICE AND PAYMENT PROCEDURES

The LICENSEE undertakes to make the payment or payments to TERRANOVA pursuant to the provisions laid down in the special conditions of the present contract.

The LICENSEE undertakes to obtain all governmental authorizations required for perfect and full payment of the license price.

The LICENSEE shall pay all fees, levies, customs expenses and/or charges of any kind that might be required from it by the governmental authorities with a view to obtaining the authorizations specified above.



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If a withholding tax is applicable, the LICENSEE shall supply TERRANOVA with a withholding certificate issued by the State's competent taxation departments.

The present license of rights is conditional on full payment of the license price.

8. RENDERING OF ACCOUNTS

In case of sale on a percentage basis, the LICENSEE undertakes to supply TERRANOVA with a semiannual statement of sales (on June 30 and December 31) detailing the number of units sold, the amount excluding taxes of sales and/or the public price, the amount excluding taxes of collections, the names of sublicensees if any, and the amount excluding taxes of the relicenses due to TERRANOVA.

9. FOREIGN VERSION

In case TERRANOVA authorises the LICENSEE to carry out, at its own expense, dubbing and/or subtitling of the programme in a foreign version, the LICENSEE will be obliged to submit the said new version for TERRANOVA's advance approval in writing. The LICENSEE undertakes to make any modification of the said version requested by TERRANOVA, with a view to respecting the moral right of the authors and/or of any third parties vis-à-vis the programme.

In this connection, the LICENSEE warrants TERRANOVA against any recourse or actions that might be filed by any person who considers himself as holding any right whatsoever to the foreign version of the Programme.

10. FORCE MAJEURE

The parties shall not be held liable for non-performance of any one whatsoever of their obligations insofar as they prove:

→ That the said non-performance was due to a cause beyond their control;
→ That they could not reasonably be expected to foresee the said hindrance and its effects on their ability to perform the present contract at the time of its conclusion

And

→ That they could not reasonably have avoided or overcome the said hindrance, or at least its effects.

A hindrance in the meaning of the above sections may result from events such as the ones specified below, this listing not being taken as exhaustive:

→ War, declared or undeclared, civil war, riots and revolutions, acts of piracy, sabotage;
→ Natural disasters such as violent storms, cyclones, earthquakes and tide of waves, floods, destruction by lightning;
→ Explosions, fires, destruction of machines, of factories and of installations, whatever they may be;
→ Boycotts, strikes and lockouts, in any form whatsoever, go-slow strikes, occupation of factories and of premises;
→ Acts by the authorities, whether licit or illicit.

11. CANCELLATION

In case of non-performance or poor performance of any one whatsoever of its obligations by one of the parties, the present contract may be cancelled at the request of the other party, one month after a simple warning sent by registered mail with receipt has produced no effect.



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TERRANOVA shall be entitled to put an end by right to the present contract in case of total or partial lack of payment of the price by the LICENSEE, late payment of the amounts that may be due under the terms of the special conditions of the present contract, or cessation of payments or initiation of court receivership or of proceedings regarding liquidation of property against the LICENSEE.

If that should occur, TERRANOVA shall recover, without any other formalities, the rights licensed under these presents and shall be entitled to license them to any third party of its choice.

12. GENERAL PROVISIONS

It is understood between the parties that all of the rights that are not explicitly licensed in the special conditions remain reserved solely for TERRANOVA.

In case of a conflict and/or contradiction between the clause of the special conditions and those of the general conditions, it is understood that the special clauses shall prevail.

The parties agree that the documents exchanged between the parties during the pre-contractual period prior to the present contract, such as in particular faxes, notes, postal and/or electronic letters, and which contain clauses contradicting the ones accepted in the present contract may not in any case prevail and/or substitute for the provisions of the present contract.

The present contract is subject to French law, and any dispute or difference that might arise between the parties in connection with the construction, performance or consequences of the present contract and to which the parties cannot find a friendly solution shall be submitted to the jurisdiction of the competent courts of Paris.