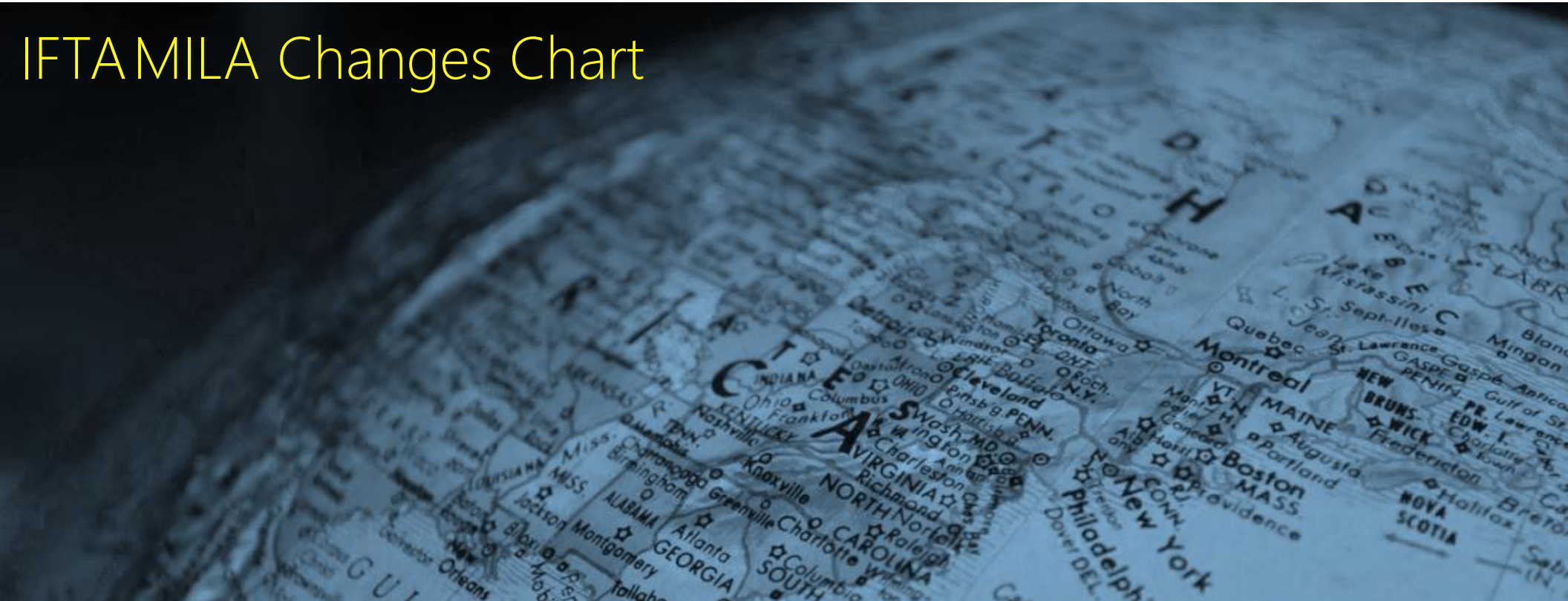


# IFTA®

Model International Licensing Agreements  
6<sup>th</sup> Edition | 2018

## IFTA MILA Changes Chart



Independent ■  
Film & Television  
■■■ Alliance®

**Cover Page of IFTA® Multiple Rights Agreement**

Cover Page of IFTA® Multiple Rights Agreement V:2018	Substantive Change from V:2010
Identification of Parties and Signature Block	<p><b>New Licensor:</b> [ _____ ] [as Sales Agent for [ _____ ] (“Producer”)] Clarifies that the Agreement may be signed by a “Sales Agent” on behalf of a Producer/Licensor.</p> <p><b>New</b> Adds an Attention line to address Notices to a particular individual at the Party’s address.</p>

**IFTA® International Deal Terms**

Provision of IFTA® Multiple Rights Agreement Deal Terms V:2018	NEW for 2018 - Substantive Change from V:2010
BASIC LICENSE TERMS: I A - E	<p>The Deal Terms remain substantially the same; however, they have been updated to incorporate the new Licensed Rights Definitions, and in the Additional Terms section add new Sample Provisions to use when customizing your agreement. Remember that when a Standard Term is contrary or conflicts with a Deal Term, the Deal Term prevails so special attention should be paid when adding Additional Terms.</p> <p><b>New</b> Deal Terms I – C With respect to the optional language for the Vesting of the License Rights, the word “Minimum” has been added for consistency with other changes to the FINANCIAL TERMS that clarify the concept that the Guarantee consists of the Minimum Guarantee and any Additional Guarantee.</p>
LICENSED RIGHTS: II A – E	<p><b>New</b> Deal Terms II A – E have been revised for consistency with the updated Licensed Rights as set forth in the IFTA® International Schedule of Definitions (V:2018).</p> <p>Licensed Rights are:</p> <ul style="list-style-type: none"> <li>▪ Cinematic (Theatrical, NonTheatrical, Public Video)</li> <li>▪ Ancillary (Airline, Hotel, Ship, <b>New Train, Vehicle</b>)</li> <li>▪ PayPerView (Residential, NonResidential)(formerly included Demand View, now defined as VOD)</li> <li>▪ Video (DVD) (formerly included Commercial Video, now defined under NonTheatrical)</li> <li>▪ Pay TV (Basic and <b>New Premium</b> by terrestrial, cable &amp; satellite)</li> </ul>

Provision of IFTA® Multiple Rights Agreement Deal Terms V:2018	NEW for 2018 - Substantive Change from V:2010
	<ul style="list-style-type: none"> <li>▪ <b>New</b> Free and Pay TV Rights include Catch-Up TV for no more than 30 days from each [first] Authorized Telecast.</li> <li>▪ <b>New</b> VOD (Streaming) (formerly, Demand View, ClosedNet &amp; Internet Streaming)</li> <li>▪ <b>New</b> EST (Downloading) (formerly Download for Single, Limited or Permanent Use)</li> </ul>
RESERVATIONS AND EXCEPTIONS: II B	<p><b>New</b> Samples added which would adjust the time periods for both Catch-Up Pay and Free TV.</p>
USES: II C	<p><b>New</b> Catch-Up TV has been incorporated into the grant of rights for Pay and Free TV and no longer needs to be indicated as an Authorized Use. For example, if Free TV is granted, you also grant Free TV Catch-Up for no more than 30 days from each [first] Authorized Telecast.</p> <p><b>New</b> “Premium Pay TV” has been added to Pay TV, so that it can be reserved, or granted and held back to accommodate specific windowing, especially with SVOD distributors.</p>
HOLDBACKS: II D	<p><b>New</b> Sample added for Distributor Holdback for the exploitation of Pay TV Licensed Rights by means of Premium Pay TV.</p>
FINANCIAL TERMS: III A - F	<p><b>New</b> added that Guarantee is a “Minimum Guarantee” and any “Additional Guarantee”. This MILA 6<sup>th</sup> Edition allows for an Additional Guarantee(s) to be paid to the Licensor if a designated condition occurs (e.g., if a Picture wins an Academy Award®). Use the alternative provision and designate the condition on which an Additional Guarantee will be paid. The same types of Disposition of Gross Receipts remain: (i) Costs-Off Deal, (ii) Distribution Deal, and (iii) DVD Royalty Deal. Royalty Deal is limited to DVD as it is intended to apply to the distribution of hard goods.</p>
DELIVERY TERMS: IV A - D	<p><b>New</b> The “Initial Delivery Date” is a target date for providing a Notice of Initial Delivery. The “Outside Delivery Date” is a firm date by which the Notice of Initial Delivery must be provided.</p> <p><b>New</b> “If no date is specified the Outside Delivery Date is the earlier of [thirty (30) days after First Worldwide Release of the Picture or three (3) years after the Effective Date].</p>

Provision of IFTA® Multiple Rights Agreement Deal Terms V:2018	NEW for 2018 - Substantive Change from V:2010
	<p>This Outside Delivery Date may not be extended for any reason without prior Notice of Distributor’s approval, even for Force Majeure.”</p> <p>Under the default provisions in the Standard Terms, a Licensor’s failure to provide a Notice of Initial Delivery by an Outside Delivery Date allows the Distributor to declare a material default.</p> <p><b>Merged</b> “Quality Control Report” has been removed with respect to Delivery, as in practice it has been used as Laboratory Certificate.</p> <p><b>Merged</b> Satellite Delivery and Internet Delivery have been merged into the concept of “Electronic Delivery”.</p>
ADDITIONAL TERMS: V A - D	<p><b>New</b> Samples for the Additional Terms have been added that may apply to a specific circumstance and help you customize your agreement.</p> <p><b>Moved</b> from Distributor Cross-Default to Additional Terms. Sample for Cross-Default of a Distributor allowing the Licensor to declare a default of (i) any other <u>distribution</u> agreement, or (ii) <u>any other</u> agreement with the defaulting Distributors signed between the Parties within eighteen (18) months of the Agreement in the event of material breach. This provision has been removed from the Distributor Default Para. 16.2. and moved to Additional Terms. The Licensor Default provision remains the same.</p> <p><b>New</b> <a href="#">EU Regulation 2017/1128 (14 June 2017)</a> on cross-border portability of online content services in the EU/EEA. See also IFTA® EU Portability Guide.</p> <p><b>New</b> Sample for designating Attorneys’ Fees if the Parties agree that in event of a dispute between the Parties, recovery of attorneys’ fees (outside and/or in-house, as indicated) by the Prevailing Party, legal fees for in house counsel may be recovered in addition to “outside” counsel fees. The Standard Terms Indemnity provision restricts recovery in third party claims of attorney fees to outside counsel only.</p>

**IFTA® International Standard Terms**

Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
1.1 (Definitions)	<p>Clarified that if not defined where they first appear, Defined Terms and Territories are defined in their respective IFTA® International Schedule of Definitions current as of the Effective Date. Territories are defined in the IFTA® International Schedule of Territories current as of the Effective Date. Both IFTA® definition schedules are available on-line at <a href="http://www.ifta-online.org">http://www.ifta-online.org</a> and are incorporated by reference.</p> <p>In case of any inconsistency between any definition in the IFTA® Schedules and the Deal Terms the Deal Terms prevail. Terms not otherwise defined where they first appear or in the IFTA® schedules are defined by applicable industry custom and practice.</p>
2.2 (Key Element)	<p><b>New</b> Key Element clarifies that If the Picture as delivered does not include a Key Element which has not been duly replaced under Paragraph 2.2., then Distributor may declare Licensor in material default under Paragraph 16.2.</p>
2.3 (Key Replacement)	<p><b>New</b> Key Replacement clarifies that If Distributor does give timely Notice of permitted disapproval but Licensor nonetheless commits to use the proposed replacement in the Picture, then Distributor may declare Licensor in material default under Paragraph 16.2.</p>
3.2 (Reservation of Rights)	<p><b>New</b> Reservation of Rights now includes an express reservation of all Secondary Rights and Secondary Royalty Income to the Licensor. Paragraph 8.3. provides more details on the Reservation of Secondary Rights and Royalty Income. As always, Secondary Royalty Income is the sole property of the Licensor and not included in the Gross Receipts. The IFTA Deal Memo also includes this Reservation of Rights.</p>
6.2 (Vesting)	<p><b>Deleted</b> the defined term of “Vesting Date”. Vesting Date should be noted in the Deal Terms I C.</p> <p><b>New</b> “The Licensed Rights will only vest in Distributor for each Licensed Right when and subject to the conditions specified in the Deal Terms or, if not there specified, if and when Distributor accepts Initial Delivery of the Picture and Distributor pays Licensor <b>all installments of Guarantee</b> then due.”</p>
6.5 (Additional Distributor Holdbacks)	<p><b>New</b> Added: 6.5 (iii) “any import to or sale within the Territory of decoders for any encrypted broadcast of the Picture originating outside the Territory;”</p>

Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
6.7 (Additional Licensor Holdbacks)	<p><b>New</b> 6.7 (iii) “any import to or sale within the Territory of decoders for any encrypted broadcast of the Picture originating outside the Territory.”</p> <p><b>New</b> Further clarification that, 6.7 (a) “<b>if the Original Language Version of the Picture is not an Authorized Language, then</b> the Original Language Version of the Picture without subtitles or parallel tracks will not be deemed an Authorized Language version of the Picture subject to these provisions.”</p>
7.5. (Authorized Simulcasting)	<p><b>New</b> Clarifies that Simulcasting only refers to the <u>unedited, unaltered, and unabridged</u> Authorized Telecast.</p>
7.6 (Catch-Up TV)	<p><b>New</b> Clarifies that Catch-Up TV only refers to the <u>unedited, unaltered, and unabridged</u> Authorized Telecast.</p> <p>The Catch-Up period with the Free TV or Pay TV Licensed Rights is for a period of 30 days unless otherwise agreed to by the Parties.</p>
8.3 (Royalty Income)	<p><b>New</b> Clarifies “All Royalty Income derived from exploitation of any Secondary Rights in the Picture or any Distributor Created Materials (per Paragraph 12.8.) will be the sole property of Licensor, will not be included in Gross Receipts, and Licensor will have the sole right to apply for and collect all such “Secondary Royalty Income”. For this purpose, as between the parties, Licensor will be deemed the “author” or “producer” of the Picture, any Version of the Picture including dubbed or subtitled, and any Distributor Created Materials. Distributor will not make any claim either directly or through a third-party for any such Secondary Royalty Income. If Distributor receives any such Secondary Royalty Income Distributor will immediately remit such sums to Licensor with an appropriate statement identifying their source. “</p>
9.1.7 (Recoupable Costs)	<p><b>New</b> Recoupable Costs now include costs of allowed editing in an amount reasonably pre-approved by Notice from Licensor.</p>
10.2 (Base Currency)	<p><b>New</b> “The Base Currency is the currency specified in the Deal Terms or if not there specified the Base Currency is United States Dollars.”</p>
10.3 (Guarantee)	<p><b>New</b> The “Guarantee” consists of the Minimum Guarantee and any Additional Guarantee as set forth in the Deal Terms and is payable in the Base Currency.</p>
10.6 (Guarantee Installments)	<p><b>New</b> “Distributor will pay each installment of the Guarantee to Licensor in the time and manner specified in the Deal Terms. Where an installment is payable on events within Licensor’s control, e.g., the start of Principal Photography, Licensor will give Distributor timely Notice of such event. Where an installment is payable on events within Distributor’s control, e.g., First Release, Distributor will give Licensor timely Notice of such event. For each Installment of the Guarantee Licensor will provide Distributor with</p>



Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
	a Notice when the payment is due consisting of an Invoice designating the amount due and if necessary any document indicating occurrence of the event within Licensor’s control triggering payment (e.g. a Notice of Initial Delivery). Distributor’s payment of the invoiced amount will be due within ten (10) days of Distributor’s receipt of such payment Notice unless otherwise specified in the Deal Terms. Distributor will pay the amount indicated in the Invoice by wire transfer of unencumbered funds, free of any transmission charges, to the payment account(s) specified in the invoice or otherwise specified in the Deal Terms.”
11.6 (Statements - VOD and EST Rights)	<b>Relabeled</b> in light of revised definitions.
11.8 (Audit Rights)	<b>New</b> Expanded notice period from 15 to 30 days;  <b>New</b> “If the examination uncovers an underpayment, uncontested or later determined due, Distributor will pay Licensor the amount of such underpayment on demand. If such underpayment is more than ten percent (10%) of the amount shown due on the statements audited, Distributor will also pay Licensor upon demand the reasonable costs of examination up to the amount of the underpayment.”
12.4.4 (Electronic Delivery)	<b>Merged</b> “Satellite Delivery” and “Electronic Delivery” have been consolidated under “Electronic Delivery”.
12.5.3 (Quality Control Report)	The Quality Control Report provision has been consolidated into the Evaluation Process and any Delivery Materials that meet technical acceptance standards in the Quality Control Report will be deemed accepted. Clarifies that Distributor may declare Licensor in material default under Paragraph 16.4. for failing to make timely Delivery if Licensor fails to timely deliver satisfactory Delivery Materials after 3 attempts.
12.8 (Distributor Created Materials)	<b>Replaced</b> “immediate” with “prompt” unrestricted free access to all alternate language tracks, subtitled, dubbed and parallel track versions, masters, advertising and promotional materials, artwork and other materials created or authorized by Distributor to exploit the Picture (“Distributor Created Materials”).  <b>New</b> “Notwithstanding any local law to the contrary, Distributor acknowledges that Licensor is the producer of the Distributor Created Materials.”
13.1 (General Obligations)	<b>New</b> “Distributor does not guarantee the performance of third party exploiting the Picture.”

Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
13.3.1 (Licensor Approval)	<b>Reduced</b> period for Licensor Approval “With respect to Licensor’s Approval in connection with Video Exploitation, such approval will be deemed given if Licensor does not give Distributor Notice of an objection within five (5) days of receipt of one (1) prototype copy of each authorized type of Video and its packaging promptly after its manufacture and before its sale or disposition.
13.5 (Internet and ClosedNet Exploitation Obligations)	<b>Relabeled</b> as “VOD and EST Exploitation Obligations”.
15.3 (Withdrawal)	<b>New</b> Clarifies that “if the Picture is withdrawn, then Licensor must promptly offer to substitute a Motion Picture of like quality mutually satisfactory to Licensor and Distributor without additional charge. If the Parties cannot agree on such a substitute within thirty (30) days of Licensor’s Notice of withdrawal, then either Party may terminate this Agreement for the affected Picture by Notice to the other Party. If termination occurs before First Release, Distributor will be entitled to a refund from Licensor of the entire Guarantee actually paid and all unrecouped Recoupable Costs incurred up to the date of termination. If termination occurs after First Release, Distributor will be entitled to a refund from Licensor of an equitable portion of the unrecouped Guarantee actually paid and all unrecouped Recoupable Costs incurred up to the date of termination in consideration of the exploitation of the Licensed Rights in the affected Picture. Distributor’s sole remedy for any such termination due to withdrawal will be to receive such refund and in no case may Distributor collect any consequential damages (including “lost profits”) for any withdrawal. If, within three (3) years after the Picture is withdrawn, Licensor elects to again release the Picture in the Territory, Distributor will have a First Negotiation Right to acquire any Licensed Rights in the Picture.”
16. (Termination, Cancellation and Default)	<b>Eliminated</b> the distinction between “Termination” and “Cancellation”. Paragraphs have been reordered to outline Licensor’s Default and Cure as well as Distributor’s Default and Cure.
16.1 (Distributor’s Default)	<b>Revised</b> to relocate the ‘cross default’ provision against Distributor to a Sample provision to be used in the Additional Terms if agreed to by the Parties.
16.2 (Distributor’s Cure and Breach)	<b>Clarifies</b> that (i) an ‘uncured material default’ will be a ‘material breach’; and (ii) ‘if this Agreement covers multiple Pictures, Licensor may exercise any available termination right for the affected Picture or for any or all other Pictures’. Therefore, if the Distributor cross default provision is added to the Additional Terms then Licensor may terminate all other agreements with Distributor.



Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
16.3 (Licensor’s Default)	<b>Clarifies</b> that Licensor is in default if “the Picture as Delivered does not contain a Key Element (or approved Key Replacement) under Paragraph 2.2., or contains an unapproved Key Replacement under Paragraph 2.3.
16.4 (Licensor’s Cure and Breach)	<b>Clarifies</b> that an uncured material default will be a material breach and that Distributor may then proceed against Licensor for all available relief for the particular breach, including seeking recoverable damages and terminating this Agreement for a material breach.
16.6 (Termination)	<b>Clarifies</b> that a “Party may terminate this Agreement for a material breach by the other Party. A Party effects such termination by giving Notice of so doing to the other Party. The termination is effective upon the later of receipt of the Notice or date specified in the Notice. A Notice of Termination is required in addition to any Notice of default or breach. Upon termination all applicable unperformed obligations of both Parties for the affected Picture(s) are discharged but each Party retains all its remedies, including seeking any available recoverable damages, and remains liable for any breach or failure of any representation or warranty occurring before termination. Upon termination all Licensed Rights in the affected Picture(s) revert to Licensor, and Licensor will be free, and if necessary Distributor grants to Licensor the right, to exploit or authorize exploitation throughout the Territory of any Licensed Rights for the affected Picture(s), but Licensor has no obligation to do so. Upon termination Licensor will have no obligation to make any further Delivery for the affected Picture(s) and Distributor will promptly return to Licensor all Delivery Materials received by Distributor for the affected Picture(s).”
16.7 (Arbitration)	<b>Clarifies</b> that the Parties submit to the jurisdiction of the courts in the Forum for interim relief, to compel arbitration and to confirm <u>or challenge</u> an arbitration award. Both Parties acknowledge that for an unsatisfied arbitration award that is confirmed by a court of competent jurisdiction <u>and is not subject to appeal</u> , the Prevailing Party may request that the other Party be barred from attendance at the American Film Market® solely in accordance with the barring provisions of the current AFM® Guidelines.
21.1 (Distributor’s Limitations)	<b>Clarifies</b> that: “As a condition to giving approval Licensor may require the assignee or delegate to give Licensor a Notice assuming the obligations under this Agreement. Distributor may use a customary sublicensee or agent in the Territory to exploit any Licensed Rights provided that so doing does not diminish Licensor’s share of Gross Receipts or increase Recoupable Costs and such sublicensee or agent gives Licensor a Notice agreeing to abide by all the terms and conditions of this Agreement.”
22.1 (Notice)	<b>Previously labeled</b> “E-Commerce” provisions. <b>Clarifies</b> that <u>proof of refusal of delivery by the recipient</u> means Notice received.

Paragraph of IFTA® Multiple Rights Agreement Standard Terms V:2018	NEW for 2018 - Substantive Change from V:2010
	<b>Clarifies</b> that a text message or instant message does not qualify as a Notice.
23.6 (Severability)	<b>New</b> “ <b>Severability:</b> If any provision of this Agreement is determined to be invalid or illegal under any applicable Law the remaining provisions of this Agreement will remain in effect unless the invalid or illegal provision was a material part of the consideration for a Party to enter into this Agreement. In such case, upon request both Parties will negotiate in good faith in an attempt to modify this Agreement to comply with the applicable Law and to maintain the original intent of the Parties as closely as possible, failing which either Party may seek to rescind this Agreement for a material failure of consideration to the extent allowed by applicable Law.”

**IFTA® International Schedule of Definitions**

IFTA® Schedule of Definitions IFTA® Multiple Rights Agreement V:2018	Substantive Change from V:2010
Revised Definitions of Closed Net and Internet Streaming and Downloading, and Demand View as <i>VOD Rights</i> and <i>EST Rights</i> .	The most transformative change to the Licensed Rights has been the evolution of the grant of rights necessary for on demand streaming, which previously required licensing a combination of rights formerly known as Demand View, ClosedNet Streaming, and Internet Streaming with the associated Authorized Uses such as IPTV Use. Those grants of rights are now <u>redefined as four types of VOD (View on Demand) Rights:</u>
<i>VOD Rights</i>	<b>New</b> <i>AdVOD</i> (or <i>Advertiser Supported VOD</i> ) means making available a digital Motion Picture Copy by Internet Streaming to a user who is not required to pay a fee to view the Motion Picture Copy but where advertising, such as trailers or commercials, are included before, after, or within the continuity of the Motion Picture Copy, or where other advertising, such as banners, icons, hyper-text, meta-tags, or similar identifying information for a product or service or their supplier, is included the same Website as the Motion Picture Copy. <i>FVOD</i> (or <i>Free to the User VOD</i> ) means making available a digital Motion Picture Copy by Internet Streaming to a user who is not required to pay a fee to view the Motion

IFTA® Schedule of Definitions IFTA® Multiple Rights Agreement V:2018	Substantive Change from V:2010
	<p>Picture Copy and there is no advertising content embodied in or associated with the Motion Picture Copy.</p> <p><i>SVOD (or Subscription VOD)</i> means making available a digital Motion Picture Copy by Internet Streaming to a user who is required to pay a set fee for a specified period to view the Motion Picture Copy along with other Motion Pictures available on the licensed service making available such Motion Pictures.</p> <p><i>TVOD (or Transactional VOD)</i> means making available a digital Motion Picture Copy by Internet Streaming to a user who is required to pay a set fee for a specified period to view the Motion Picture.</p>
<i>EST Rights</i>	<p><b>New</b></p> <p><i>Single Use EST</i> means providing access to a digital Motion Picture Copy for Internet Downloading by a user who is required to pay a separate fee for each act of downloading and who only retains possession of or access to the Motion Picture Copy for a limited period of time in close proximity to the act of downloading as needed to view the Motion Picture.</p> <p><i>Limited Use EST</i> means providing access to a digital Motion Picture Copy for Internet Downloading by a user who is required to pay a single fee for a specified number or period of downloads (e.g. unlimited downloads for x days, or x downloads maximum, or x downloads within y days) and who only retains possession of or access to the Motion Picture Copy for a limited period of time in close proximity to the act of downloading needed to view the Motion Picture for the authorized downloads.</p> <p><i>Extended-Use EST</i> means providing access to a digital Motion Picture Copy for Internet Downloading by a user who is required to pay a separate fee to obtain possession of a new digital copy of the Motion Picture Copy which may be viewed, but not further copied, without express limitations as to the number or duration of such viewings by the user.</p>
<i>PayPerView Rights</i>	<p><b>Redefined</b> PayPerView no longer includes the subcategory Demand View as it has been redefined as VOD.</p>
<i>Ancillary Licensed Rights</i>	<p><b>New</b> Ancillary Licensed Rights now includes subcategories for exploitation on Vehicles and Trains within the Licensed Territory.</p>

IFTA® Schedule of Definitions IFTA® Multiple Rights Agreement V:2018	Substantive Change from V:2010
<i>Catch-Up Free TV</i>	<b>New</b> Means making available an unaltered digital Motion Picture Copy of the Authorized Telecast in encoded form for Internet Streaming by Authorized Subscribers to a Website operated by the Authorized Broadcaster for a limited period of time not exceeding thirty (30) days from the initial Authorized Telecast.
<i>Catch-Up Pay TV</i>	<b>New</b> Means making available an unaltered digital Motion Picture Copy of the Authorized Telecast in encoded form for Internet Streaming by Authorized Subscribers to a Website operated by the Authorized Broadcaster for a limited period of time not exceeding thirty (30) days from the initial Authorized Telecast.
<i>Pay TV Rights</i>	<b>New</b> Definitions for Basic and Premium Pay TV have been added as subcategories under Pay TV Rights. <i>Basic Pay TV</i> means Pay TV exploitation of a Motion Picture by means of other than Premium Pay TV. <i>Premium Pay TV</i> means Pay TV exploitation of a Motion Picture by means other than Basic Pay TV and when the viewer is charged a separate and recurring fee for access to a specific Authorized Channel which is only available to its Authorized Subscribers and does not include third-party advertising.
<i>First Release</i>	<b>New</b> definitions of <i>First Release</i> . <i>First EST Release</i> means the date on which the Motion Picture is first made generally available for Internet Downloading by means of EST in the Territory. <i>First Free TV Release</i> means the date on which the Motion Picture is first made generally available for public viewing by means of Free TV in the Territory. <i>First Pay TV Release</i> means the date on which the Motion Picture is first made generally available for public viewing by means of Pay TV in the Territory. <i>First VOD Release</i> means the date on which the Motion Picture is first made generally available for Internet Streaming by means of VOD in the Territory. <i>First Worldwide Release</i> means the date on which the Motion Picture is first made available to the general public in any country worldwide in any medium, whether in cinemas, through sale of Videograms, by broadcast or telecast; through EST or VOD means, or by making available on the Internet.

IFTA® Schedule of Definitions IFTA® Multiple Rights Agreement V:2018	Substantive Change from V:2010
<i>Guarantee</i>	<b>New</b> <i>Guarantee</i> means the Minimum Guarantee <u>and the Additional Guarantee</u> , if any, set forth in the Deal Terms.
<i>Secondary Rights</i>	<b>Revised</b> <i>Secondary Rights</i> means the right to grant, exploit or authorize any secondary use or exploitation of a Motion Picture or any of its elements, and to claim, collect and administer any Secondary Royalty Income generated by any such use of a Motion Picture to be collectively managed pursuant to any Law or collective contractual agreement, and administered by any government agency or collective management society or organization including the following: (i) use or sale of blank videograms and any other playback devices or storage media that facilitates private copying, (ii) the rental or lending of videograms or comparable Motion Picture Copies; (iii) the simultaneous retransmission or transmission including by direct injection of a Motion Picture; (iv) surcharges on ticket sales in connection with theatrical exhibition; (v) any communication or performance made to the public of the Motion Picture(s) by television broadcasts in publicly accessible businesses or institutions (including, but not limited to, hotels, bars, pubs, hospitals, retirement homes, shops, schools and libraries), and other entities that communicate the Picture(s) directly to their patrons, customers, or students in the course of instruction; or the public viewing at no charge of videograms including videocassettes and videodiscs of the Motion Picture(s) in institutions authorized by law, primarily including such institutions as schools, universities, and libraries, regardless of whether such videocassettes and videodiscs are owned, rented or copied from a satellite or television broadcast or cable retransmission); (vi) any government copying; or (vii) any comparable use subject to collective management.
<i>Secondary Royalty Income</i>	<i>Secondary Royalty Income</i> means all royalties, levies, rebates, remuneration and any other amounts generated or payable from the use and exploitation of the Secondary Rights of a Motion Picture. Secondary Royalty Income is the sole property of Licensor and not part of the Gross Receipts.





**IFTA® International Schedule of Territories**

IFTA® International Schedule of Territories V:2018	NEW for 2018 - Substantive Change from V:2010
<i>Caribbean Language Groupings</i>	<b>New</b> A new definition that provides explanatory information about language licensing in the Caribbean has been added.
<i>Eastern Europe</i>	<b>Revised</b> The Eastern Europe Definition has been revised with a note about the fall 2018 referendum in Macedonia by which the country’s people will accept or reject changing the name of the country to “North Macedonia.”
<i>English-speaking Caribbean</i>	<b>New</b> A definition that provides a listing of Caribbean basin countries that speak English has been added to aid in licensing the region.
<i>European Union</i>	<b>New</b> A definition for the European Union has been added that provides a listing of the countries in the EU and the names of certain of the overseas territories for France, Portugal and Spain that are classed by the EU as “Outermost Regions” that are subject to EU regulations including the Portability Regulations that went into effect April 1, 2018. An accompanying footnote reminds users that the U.K. is scheduled to leave the EU at the end of March 2019. The results of EU / UK negotiations with regard to this exit remain unclear.
<i>EU Portability Regulation</i>	<b>New</b> A footnote providing information about the Portability Regulation and providing a link to the EU website has been added to the new European Union definition in both the Alphabetical and Geographical Listings.
<i>French P.O.M.</i>	<b>New</b> French P.O.M. an unofficial term for French Polynesia is being floated by some buyers. This new definition is added to provide sellers with an understanding of it.

IFTA® International Schedule of Territories V:2018	NEW for 2018 - Substantive Change from V:2010
<i>Guyana Note</i>	<b>New</b> A note added to the Latin America, South America, and West Indies definitions, alerts sellers that a buyer may include this country in a variety of licensing deals.
<i>Kingdom of the Netherlands</i>	<b>New</b> A new definition added the Schedule. This is the formal name of the sovereign country and includes The Netherlands (Holland), Aruba, Curacao, and Sint Maarten. Under EU rules, only The Netherlands is part of the EU. The others are not and thus are not subject to EU regulations. Sellers may encounter this definition from some buyers.
<i>Portuguese-speaking Territories</i>	<b>New</b> A new section has been added to the Language Listing which lists all territories that primarily speak Portuguese.
<i>Spanish-speaking South America</i>	<b>New</b> A new definition added to listing the countries in South American that primarily speak Spanish with a note regarding French Guiana’s status as a French D.R.O.M. territory.
<i>Spanish-speaking Territories</i>	<b>New</b> A new section has been added to the Language Listing which lists all territories that primarily speak Spanish.
<i>Switzerland</i> <i>French-speaking Europe</i> <i>German-speaking Europe</i> <i>Italian-speaking Europe</i>	<b>Revised</b> The Swiss Film Act that went into effect January 1, 2016 has a significant effect on how Switzerland is licensed with regard to language. Changes to these definitions were made, a footnote added to the Switzerland definition in the Alphabetical and Geographical Listings, and an explanatory note in the “Other” section of the Language Listing. All also include a link to the Swiss government’s website for additional information.
<i>United Kingdom Definition</i>	<b>Revised</b> A note has been added to the definition regarding the status of Gibraltar may be the subject of negotiation once the U.K. leaves the EU.

IFTA® International Schedule of Territories V:2018	NEW for 2018 - Substantive Change from V:2010
<i>Universe (Rights to the)</i>	<b>New</b> As some buyers, most notably Netflix, are asking for rights to the universe, this new definition has been added.
<i>Worldwide Rights Definition</i>	<b>New</b> As the licensing of “Worldwide Rights” is becoming more common, this definition has been added to clarify these rights.