

## GENERAL TERMS AND CONDITIONS

### TITLE I - AUTHORISATION TO EXPLOIT THE ARCHIVES

- 1) **Purpose.** The purpose of this contract is to define the terms and conditions under which the Archives are made available and, if applicable, the license of exploitation rights is granted by ECPAD (the French Defense communication and audio-visual production agency) to the Contracting party on/to the Archives pertaining to the exploitations provided for in the Special terms and conditions. The ECPAD grants the Contracting party a license of the exploitation rights, subject to full performance by the Contracting party of its obligations and particularly, full payment of the amounts due.

- 2) **Contractual documents.** This contract (hereinafter the "Contract"), consists of the special terms and conditions (hereinafter referred to as the "Special terms and conditions"), of these general terms and conditions (hereinafter the "General terms and conditions") and an "appendix (hereinafter the "Appendix 1").

The Contract expresses the entirety of the will of the Parties and supersedes any other previous written or verbal agreement of any kind and particularly all letters, proposals, offers and documents exchanged prior to the signing of this Contract.

If the Contracting party issues a purchase order as part of its order, the provisions of the said purchase order do not prevail over those of the Contract.

- 3) **Hierarchy of contractual documents.** In case of contradiction between these General terms and conditions and the Special terms and conditions, the latter shall prevail.

- 4) **Access to the general terms and conditions.** These General terms and conditions can be referred to online on the ECPAD website at: <https://www.ecpad.fr/cgv/>.

They may be modified without any further formality other than the uploading of a new modified version online; only the latest online version of the General terms and conditions available on the ECPAD website on the day of the order is applicable. The ECPAD keeps the older versions of General terms and conditions.

The Contracting party ensures to keep a hard or soft copy (in PDF format) of the General terms and conditions related to its order.

- 5) **Definitions.** For the requirements of the Contract, the definitions, and particularly those related to the methods of exploiting the Archives and to the territory/territories described in the quote are provided in the Title II of General terms and conditions of the Contract subject to the provisions of Special terms and conditions.

- 6) **Provision of Archives.** The Archives provided by the ECPAD to the Contracting party are set forth in Appendix 1. The ECPAD expressly reserves the right to not authorise the copying of all or part of documents (documentary records, etc.) and audio-visual and photographic archives requested in the event that these could damage the reputation of the

French Ministry of Armed Forces or public policy and/or in case of access to classified archives and/or documents or if expressly ordered by the French Ministry of Armed Forces. The ECPAD confirms or refutes its position upon receipt of the decision of the competent authority.

The Archives selected by the Contracting party shall be delivered in the form of digital files, via a URL through an e-mail and/or a digital file transfer platform and/or on a DVD.

The Archives retained definitively by the Contracting party are listed on a statement containing the reference, summary description and the names of the authors of the Archives.

- 7) **Media.** The media used to submit the Archives shall be returned to ECPAD or destroyed once the Archives have been included in the Work(s). If the Archives are, in whole or in part, given to the Contracting party on a physical medium, the latter shall travel at the Contracting party's risk, it being understood that the transport, insurance and shipping costs as well as any duties and taxes related to this shipment, shall be borne by the Contracting party.

- 8) **Financial terms and conditions: calculation and payment.** The technical costs, i.e. the reproduction costs and research costs, if any, are the financial responsibility of the Contracting party and are invoiced in addition to the license fees.

The tariff schedule related to technical costs can be sent to the Contracting party upon request.

The technical costs, and the license fees, if there are any, are included in the quote. Remote archival search services may be subject to a separate contract and are invoiced to the Contracting party by ECPAD, after acceptance of the general terms and conditions of sale and the related quote. The reproduction costs, calculated according to the number and/or the duration of Archives to be reproduced, are included in the invoice related to the Contract, which is issued upon signature of the Contract after acceptance of the corresponding quote.

The price of the license of rights, which appears in the quote depends on the desired exploitations, the territories requested, the number of broadcasts and the duration of the rights assigned per thirty-second tranche for audiovisual archives, it being understood that the first minute is indivisible, and per unit for the photographic archives.

For the non-ECPAD Archives, only the abovementioned technical costs shall be invoiced to the Contracting party, it being specified that ECPAD does not grant the Contracting party any authorisation concerning the intellectual property rights for the non-ECPAD Archives.

The Contracting party shall pay the amount specified in the quote, with or without VAT in accordance with the above provisions, by bank transfer, within 30 (thirty) days after the issuance of the corresponding invoice, to the account of ECPAD. ECPAD's bank account details are as follows:

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**IBAN:** FR76 1007 1750 0000 0010 0053 624/**BIC:** TRPUFRP1.

The bank charges, if any, are to be borne by the Contracting party.

In case of failure to pay before the abovementioned deadline, the ECPAD reserves the right to take legal action against the Contracting party in order to assert its rights and claim compensation for its loss.

Late payment penalties are payable from the day following the payment date shown on the invoice in case the payment for the amounts due is made after the abovementioned deadline of 30 (thirty) days.

The interest rate for late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

In compliance with article L. 441-6 of the French Commercial Code, any delay in payment shall as of right entail, in addition to the late payment penalties, an obligation for the Contracting party to pay a fixed compensation of 40 (forty) Euros as collection charges. An additional compensation may be claimed, on providing supporting documents, when the collection charges incurred exceed the amount of the fixed compensation.

**9) Compliant invoicing.** The invoicing is carried out in a compliant manner. "Compliant invoicing" refers to (i) invoicing for Archives copied and delivered by ECPAD on non-time-coded exploitable media, (ii) invoicing for Archives not recopied and not delivered in case of renewal and/or extension of rights.

**10) Applicable taxation.** Depending on whether the Contracting party is a French, DROM-COM (French Overseas Departments and Regions-French Overseas Territories), European or foreign company or a public administrative institution under the supervision of the French Ministry of Armed Forces, the amount due for the exploitation of Archives, mentioned in the quote in the Special terms and conditions will be increased or not by VAT, as follows:

- If the Contracting party is a French company, the ECPAD being partially liable to pay the VAT, in accordance with the taxation applicable to public institutions, this amount will be increased by VAT at the rate in force.
- If the Contracting party is a European company, in accordance with the taxation applicable to European companies and in compliance with the General Tax Code, the Contracting party with an intra-community VAT no. will be exempt from VAT in France. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.
- If the Contracting party is a foreign company, in accordance with the taxation applicable to foreign companies that do not have intra-community VAT and in compliance with the General Tax Code, the Contracting party will be exempt from VAT in France. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.
- If the Contracting party is a DROM-COM company, in accordance with the taxation applicable to goods shipped outside the European Community and in compliance with Article 262 of the General Tax Code, the Contracting party will be exempt from VAT in France. Therefore, the total amount mentioned in the

Special terms and conditions in the quote is expressed in net Euros.

- If the Contracting party is a public administrative institution under the supervision of the French Ministry of Armed Forces, pursuant to the taxation applicable to these institutions, the Contracting party will be exempt from VAT. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.

**11) Guarantees stipulated by ECPAD.** The ECPAD declares to be the exclusive owner of the proprietary rights initially attributed to the authors of the Archives, subject to rights that may be held or managed by the collective management organisations, and therefore guarantees the Contracting party the free exercise and peaceful enjoyment of the rights in question during the exploitations authorised by the Special terms and conditions, and more generally by the Contract, subject to the following specifications.

The Contracting party shall be responsible for obtaining the authorisations and, if necessary, for paying the related remunerations, of all natural or legal persons (authors, producers, collective management organisations, performing artists [singers, musicians, etc.] etc.). who may have any right to the Archives, such as personality rights (right of personal portrayal, right to voice, right to privacy, right to dignity, etc.), rights to the services and/or works incorporated in the Archives (copyrights, rights related to copyright, etc.), rights pertaining to the protection of personal data, etc. necessary for the production and exploitation of the Work(s). The Contracting party indemnifies ECPAD against any claim made or action taken and/or demand made by the abovementioned right holders on any grounds whatsoever as well as by any natural or legal person who consider that they have any rights whatsoever with regard to the production and exploitation of the Work(s).

The ECPAD shall also inform the Contracting party that it holds non-ECPAD Archives whose exploitation rights are not expired and for which the ECPAD cannot guarantee peaceful exploitation. Therefore, the Contracting party undertakes to be responsible for authorisation from and payment to the right-holder(s), and particularly the producer(s), author(s) and any other third party who has the rights and to not hold ECPAD liable in any manner whatsoever if the Contracting party and/or ECPAD are involved in a dispute, disagreement or claim related to ownership and/or exploitation of the archives referred to in this paragraph. If the persons holding the rights to the archives referred to in this paragraph are not known to ECPAD at the time the Contract is concluded, the Contracting party undertakes to inform the ECPAD of any measures taken to obtain the required authorisations and about the result of its research in identifying the right holder(s). In case of identification of these right holders, the Contracting party undertakes to inform the ECPAD before contacting or approaching the right holders.

**12) Limitation of liability.** Notwithstanding any provision to the contrary in the Special terms and conditions or any other agreement, the total liability of ECPAD may not exceed:

- 5,000 (five thousand Euros) per Archive for which the author's royalties are charged to the Contracting party (i.e. the ECPAD Archives);
- 1,000 (one thousand Euros) per Archive for which the technical costs of provision are charged to the Contracting party (i.e. the non-ECPAD Archives);

**13) Reservation related to the release of rights.** The ECPAD

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reserves the right, if its departments reasonably believe that all or part of the Archives may result in one or more claims by a third party or failure to comply with the contractual terms and conditions, to order the exploitation to be stopped, to which the Contracting party expressly agrees.

- 14) Exercise of rights by the Contracting party.** The Contracting party is not bound to carry out the exploitations of Archives authorised herein. However, the non-exercise of the assigned rights shall not exempt it from full payment of the price as specified in the quote in the Special terms and conditions, provided that the Contracting party provides proof of no exploitation.
- 15) Effectiveness of authorisation.** The authorisation to exploit provided for in the Contract becomes effective on the date agreed by the Parties and set forth in the Special terms, provided that the amounts detailed in the quote are paid in full.
- 16) Scope of the authorisation.** Subject to full payment of the price by the Contracting party, ECPAD transfers to the Contracting party, the right to exploit the Archives in the Works in compliance with the methods of exploitation and for the duration and corresponding territory/territories provided for in the Special terms and conditions.
- 17) Non-exclusive nature of the authorisation.** The authorisation to exploit is granted to the Principal on a non-exclusive basis. Particularly, the contract does not prevent ECPAD from granting and transferring the exploitation rights for the same Archives to third parties that make such a request.
- 18) Unauthorised exploitations.** The Contracting party is not authorised to exploit the Archives for any uses other than those provided for in the Contract. Any changes in the terms and conditions of exploitation of Archives, particularly as regards the methods of exploitation, scope or duration of the assignment of exploitation rights, shall be subject to prior agreement between the Parties and will result in drafting of an amendment and the payment of additional fees to ECPAD.

The Contracting party undertakes not to exploit, in whole or in part, the Archives separately from the Work(s). The exploitation, in extracts or in full, of the Archives covered under the Contract, outside the scope of the authorisation provided for in this Contract, constitutes a change in the terms and conditions of exploitation of Archives.

Failure for the Contracting party to comply with the terms and conditions of use of the Archives shall result in a rate increase of 100 (one hundred) per cent of the fees applicable under ECPAD tariff schedule corresponding to the exploitations effectively carried out, any and all discount or rebate excluded, without prejudice to damages and any other remedy available against the Contracting party in respect of the unfair performance of the agreement.

- 19) Obligation of the Contracting party to inform ECPAD.** For any exploitation, the authorisation duration of which depends on the date of first exploitation, the Contracting party shall specify in writing to ECPAD: the date of first exploitation, the name(s) of the distributor(s) or the medium/media on which the first exploitation shall take place, the place or territory of first exploitation.

In the absence of notification sent to ECPAD by the Contracting party, the exploitation shall be deemed to have

started on the day of the signature of the Contract and the duration of the assignment shall be calculated from the day of the signature of the Contract. In case of exploitation on the Internet and/or in an exhibition, the Contracting party shall send a letter to ECPAD specifying the URLs of the Websites in which the Archives will be exploited and/or the venue(s) of the exhibition that incorporates the Archives, if this information is not included in the Contract on the date of its signature.

Any change in the title(s) of the Work(s) that incorporate(s) the Archives must be informed in writing to ECPAD.

Failure by the Contracting party to comply with the obligations established by this article shall result in an increase of 50% (fifty percent) of the , any and all discount or rebate excluded, of the fees applicable under ECPAD tariff schedule without prejudice to any damages that may be claimed from the Contracting party for unfair performance of the contract.

- 20) Moral rights.** The Contract does not imply any authorisation pertaining to moral rights that remain with the authors or their right holders. The Contracting party undertakes not to violate these rights, particularly by creating confusion between the Archives and the Work(s) incorporating them, by modifying or altering the Archives (by significant cropping, editing, colouring or other retouches, etc.) or by undermining the meaning or spirit of the Archives or failing to mention the name and status of the authors and to request for authorisations that may be necessary to ensure compliance with these rights. In accordance with this contract, the Contracting party undertakes to include the compulsory notices indicated by ECPAD and particularly those specified in Appendix 1 for each Archive.
- 21) Respecting the Archives, the rights of third parties and the Statement by Contracting Party.** The Contracting party undertakes that no Archive shall be used or modified, by itself and/or within the Work(s), in a way that would or could undermine the image of ECPAD and/or the French Ministry of Armed forces. Similarly, the Contracting party acknowledges that it is its sole responsibility to ensure the following during the exploitation of Archives within the Work(s): (1) it does not defame or slander anyone; (2) it does not violate the industrial property rights (trademarks, etc.), and more generally, the laws, regulations and practices in force; (3) it does not remove any reference, logo or other elements contained in the Archives without ECPAD's consent.
- Therefore, the Contracting party shall have no recourse against ECPAD on the basis of articles 11, 19 and 20 of the General terms and conditions and undertakes to compensate ECPAD for all damages, costs and expenses, including lawyer's fees and consultancy fees, arising from any claim and/or proceedings initiated by any person on these grounds.
- 22) Guarantees stipulated by the Contracting party.** The Contracting party shall indemnify ECPAD for any loss (including legal expenses, lawyer's fees and consultancy fees) and/or direct or indirect damages that the Contracting party and/or ECPAD may suffer as a result of failure by the Contracting party to comply with any of its obligations under the Contract, particularly under articles 9), 14) and 15) of the General terms and conditions.
- 23) Source of Archives/compulsory notices/credits.** The Contracting party undertakes to cite the source of the Archives, by mentioning the names of the authors, the

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original title and the caption "ECPAD", for any reproduction and representation of Archives, particularly in the credits and titles of the Work(s) incorporating them, in accordance with the elements provided by ECPAD and in compliance with the provisions of the Intellectual property Code.

For the non-ECPAD Archives, the Contracting party undertakes to include the caption "source: ECPAD" without prejudice to any instructions that the right holders may have given to the Contracting party.

**When the Work(s) incorporating the Archives has/have credits,** all the compulsory notices of which the Contracting party has been informed must appear prominently, near the Archives and/or the Work(s) incorporating the Archives, so that the audience can read it.

**If the Work(s) incorporating the Archive has/have credits,** they must mention the Archive's source in the following manner: "Établissement de communication et de production audiovisuelle de la Défense" or "ECPAD". All other compulsory notices about which the Contracting Party has been informed must also be included in the credits. If the credits are rolling, they should scroll slowly enough so that the audience can read them. The Contracting party shall be responsible for the performance of the obligations of this paragraph by any third party that it authorises to exploit the Work (or Works) incorporating the Archives.

In case of total or partial non-compliance (absence, incomplete and/or distorted caption) with the obligations relating to the placing of the compulsory notices provided for in this Article, ECPAD reserves the right to invoice the Contracting party, an increase of 100% (hundred percent) of the fees applicable under ECPAD tariff schedule, without any discount of rebate. Such tariff increase is independent of fees increase clause the provided for in article 19 above mentioned.

**24) Transferability of the Contract/sub-transfer/intuitu personae.** This contract is concluded *intuitu personae* and may not be transferred in whole or in part. Therefore, the Contracting party may not transfer the rights and obligations hereunder, referred to in the Contract, or give the Archives to third parties, including subsidiaries.

**25) Delivery.** Unless agreed otherwise by ECPAD and the Contracting party, ECPAD shall deliver the Archives subject to : the signature of the Contract by all Parties and, in the event the Contracting party is a foreign individual or a legal person established abroad, the payment in full of the fees by the Contracting party.

**26) Personal data.** As part of the contract, the Parties undertake to comply with the regulation in force applicable to the processing of personal data, particularly regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and are each responsible, for their part, for their obligations as data controllers. It is reiterated that the ECPAD does not indemnify the Contracting party against any claims related to the transmission to and the exploitation by the Contracting party of any personal data that may be contained in the Archives, such as the image of the people represented in the Archives.

**27) Right of inspection and audit.** The ECPAD may carry out inspections *a posteriori* on the compliance of the exploitation of the Archives with the terms and conditions laid down herein.

As part of inspecting the Contracting party's compliance with the Contract, the ECPAD may appoint an auditor of its choice to carry out all the relevant checks in the premises of the Contracting party. This auditor may particularly request to verify contracts, statements of accounts and any other document that may be required for the verification of compliance with the Contract. This right of audit may be exercised by the ECPAD at least 1 (once) a year.

The ECPAD may also, at any time, request the Contracting party and/or any third party to send all the supporting documents related to the exploitation of Archives. The Contracting party undertakes to provide these supporting documents upon first request.

**28) Confidentiality.** The Parties that, during the Contract, particularly during its execution, obtain information or receive documents or elements of any kind, indicated as being confidential or sensitive and related, particularly, to the means to be implemented or to the functioning of their departments, are obliged to take all necessary measures to prevent such information, documents or elements from being disclosed to a third party who does not need to know about them. The Parties shall ensure that these elements are properly distributed and understood and shall ensure that their staff members or any person under their authority complies with the requirements of confidentiality.

**29) Non-performance.** If a commitment towards a Party has not been performed, or has been performed imperfectly, that Party may:

- refuse to perform or suspend the performance of its own obligation, including by means of an early dissolution;
- pursue forced performance depending on the type of obligation;
- cause rescission or termination of the Contract pursuant to the resolutive clause stipulated below in case of serious violations;
- seek compensation for the consequences of non-performance.

The sanctions that are not incompatible can be combined, and damages can always be added to them.

Regarding the aforementioned right to rescind or terminate, the Parties agree to the following resolutive clause: each Party may rightfully terminate the contract without any prior court decision and without any compensation, in case of a serious breach by the other Party of any of its obligations under the contract and if this breach is not resolved by the defaulting Party 1 (one) month after sending a registered letter with acknowledgement of receipt to the latter. Failure by the Contracting party to pay on the due date or to comply with the conditions of exploitation of the Work(s) laid down herein is considered to be serious breaches by the Contracting party. The failure of ECPAD to provide the Archives whose use is authorised hereunder, except in case of force majeure, or ECPAD's failure to comply with its obligation of guarantee are considered to be serious breaches by ECPAD.

It is expressly agreed between the Parties to exclude the application of Article 1226 of the French Civil Code, the only possibility of rescission or termination therefore being the implementation of the resolutive clause in the previous paragraph.

**30) Impediment/Force majeure.** In the event of force majeure, as defined in Article 1218 of the French Civil Code, the Contract shall be extended by a period equal to the period

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of impediment. In this case, the defaulting Party must notify the other Party by any means, as soon as possible, of the date on which the impediment period began, and if applicable, the date on which the impediment period shall end. However, if the duration of the said impediment is more than 2 (two) months, each of the Parties may rightfully terminate the Contract by means of a registered letter with acknowledgement of receipt, without any compensation being due to the other Party.

**31) Change in circumstances.** The Parties agree to amend the provisions of Article 1195 of the French Civil Code as follows:

- neither Party intends to assume the risks of unforeseen circumstances in compliance with this text;
- an unforeseen change of circumstances may be a change in commercial, economic, monetary or financial as well as legal conditions (particularly change in law, regulation or contractual terms and conditions agreed with the authors of Archives) or even political, scientific, cultural or technological conditions;
- the Party that observes that a change of circumstances that could not be foreseen at the time of establishment of the Contract makes the performance of the said contract excessively onerous for it, shall request the other Party for re-negotiation of the contractual conditions or the rescission or termination of the Contract via registered letter with acknowledgement of receipt, which shall include a statement of the reasons for the unforeseeable change of circumstances and the excessively onerous nature of the performance of the Contract;
- the Parties shall meet within 15 (fifteen) days from the abovementioned notification in order to discuss the request for revision, rescission or termination of the Contract;
- in the absence of agreement by the Parties within 30 (thirty) days from the first meeting between the Parties, a period during which the Parties will have met at least a second time to discuss the possible revision of the Contract, each Party may refer the matter to the court in order to request it either to terminate the Contract or to revise it. In both the cases, the court shall be required to take into account the practices in force and the commercial, legal and economic aspects of the Contract ;
- Until the Parties find a solution or the court resolves the dispute, each Party shall continue to perform its contractual obligations.

**32) Use of certain terms and acronyms.** The Contracting party shall not, without a prior written approval, use the name "ECPAD" or any variation of this name in any way whatsoever,

including names associating "French Ministry of Armed Forces" in such a way that implies the formation by ECPAD or the French Ministry of the Armed Forces of any pledge, collateral, guarantee or endorsement, express or implied, relating to any Party, service or product, including the Work(s).

**33) Address for service.** For the requirements of this contract, the Parties declare the address mentioned in the beginning of the Special terms and conditions as the address for service.

**34) Effective date.** The Contract comes into effect from the date specified in the Special terms and conditions.

**35) Choice of Language / translation of the Contract / prevalence of the French language.** The Contract may be drafted in English. If applicable, in case of contradiction between the French version and the English version of the General terms and conditions, the French version shall prevail.

**36) Non-waiver.** If either of the Parties does not require, at any given time, performance by the other Party of any of its obligations, it shall not imply, in any way, a waiver of the right to demand performance of it at any given time. A waiver by either Party of the right to claim for a breach by the other Party of any of the provisions of this Contract shall neither constitute a waiver by that Party to claim for any other breach of the same obligation or any other obligation, nor a waiver of the obligation itself.

**37) Changes(s) in the Contract.** Any changes to the terms and conditions of the Contract are made by means of amendments.

**38) Time lapse.** The time-lapse period for any action that may be taken by either Party on any grounds whatsoever, relating to the validity of this Contract or any of its clauses, is of 1 (one) year from the effective date of this contract for any action concerning its validity or the validity of any of its clauses.

**39) Applicable law.** The Contract is subject to the French law.

**40) Amicable settlement of disputes and Court of competent jurisdiction.** If a dispute arises between the Parties concerning the validity, interpretation, performance or, more generally, this contract, the Parties undertake to seek an amicable solution to the dispute before initiating any action before a court.

If no amicable solution can be found between the Parties, this dispute shall be brought before the competent courts of Paris.

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For the requirements of this Contract, the following terms shall have the meanings given below.

#### 1/ GENERAL DEFINITIONS

##### Appendix 1

"Appendix 1" refers to the appendix listing the Archives covered under the Contract.

##### Archives:

"Archives" refer to the "ECPAD Archives" and the "Non-ECPAD Archives" listed in Appendix 1 of this Contract.

##### ECPAD Archives:

"ECPAD Archives" refer to the "Photographic Archives" (i.e. the photographs, still images, photograms and/or autochromes) and the "Audio-visual Archives" (i.e. the image sequence(s)), for which the ECPAD holds intellectual property rights or for which ECPAD is responsible for marketing and which are listed in Appendix 1 of this Contract.

##### Non-ECPAD Archives:

"Non-ECPAD Archives" refer to the "Photographic Archives" (i.e. the photographs, still images, photograms and/or autochromes) and the "Audio-visual Archives" (i.e. the image sequence(s)), for which the ECPAD only has the physical ownership of the medium and which are listed in Appendix 1 of this Contract.

##### Contract

"Contract" refers to all the following contractual documents governing this authorisation to exploit the Archives provided by ECPAD to the Contracting party:

- the "General terms and conditions" ;
- the signed "Special terms and conditions" ;
- the initialled "Appendix 1"

The signature of the Special terms and conditions implies acceptance of the General terms and conditions mentioned in the Special terms and conditions.

##### General terms and conditions

"General terms and conditions" refer to all the common stipulations applicable to the contractual relations between ECPAD and its clients, governing the granting of an authorisation by ECPAD to exploit the Archives, for consideration or free of charge. The General terms and conditions include the definitions. The General terms and conditions are supplemented and specified by the Special terms and conditions.

##### Special terms and conditions

"Special terms and conditions" refer to all the stipulations that supplement and personalise the General terms and conditions.

In particular, they determine the financial conditions and the Archives, the exploitation of which is authorised as well as the scope, terms and conditions and limits of the authorisation. The Special terms and conditions particularly include the "quote".

##### Contracting party/Commanditaire

"Contracting party" or "Commanditaire" (i.e. client) refers to any legal or natural person, private individual or professional, under private or public law, who would like to exploit one or more Archives, whose contact details and, if applicable, the Business Identity Code (Companies Register) appear in the beginning of the Special terms and conditions.

##### Date of signature

"Date of signature" refers to the date indicated by the Contracting party on the Special terms and conditions, which also includes its signature.

##### ECPAD

"ECPAD" refers to *l'Établissement de communication et de production audiovisuelle de la Défense* (the French Defence communication and audio-visual production agency), a national public administrative establishment, placed under the supervision of the French Ministry of Armed forces, located at 2/8 route du Fort, 94205 Ivry-sur-Seine CEDEX, SIRET number: 180 092 231 000 18, APE code 5911B, represented by its Director, the General Heritage Curator, Laurent VEYSSIERE.

##### Work(s)

"Work(s)" refer(s) to the work(s) including the Archives or the exploitation of Archives described in article 1 of the Special terms and conditions for which the exploitation rights relating to the Archives listed in Appendix 1 are assigned.

##### Qté (Qty)

The "Qté" abbreviation indicated in the quote refers to:

- for the still images, the number of still images for which the corresponding rights are assigned and invoiced to the Contracting party ;
- for the moving images, the authorised duration for which the corresponding rights are assigned and invoiced to the Contracting party ;

##### Party/Parties

"Parties" refer to the Contracting party and the ECPAD together. "Party" indeterminately refers to either of the Parties.

#### 2/ DEFINITIONS OF METHODS OF EXPLOITATION

##### I. BOOK PUBLICATION CATEGORY

##### Paid standard book

"Paid standard book" refers to a printed or digital set accessible via an online or offline public communication network, particularly by downloading or streaming, or on a portable recording medium, published under a title, the purpose of which is the reproduction of an intellectual work of one or more authors, whether composite or not, consisting of an editorial content and/or graphic elements (illustrations, designs, etc.),

including one or more Archives, for the dissemination of thoughts and culture, which is not of a distinctive commercial or advertising nature or does not have a sufficient space intended to be filled by the reader, and which is for sale.

Any "Standard book" may incorporate specific elements, i.e. reproductions of sounds, musical works and/or photographic works and/or audio-visual works, including the Archives, or any

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other elements, on all existing or future media (CD, CD-Rom, CDR, CD-RW, CDI, DVD, DVD-Rom, DVD-R, DVD-RW, video disk, Blu-ray disc, etc.), forming a physically inseparable whole with "Paid standard book" collected by any means (cases, boxes, etc.) which are sold with "Paid standard book."

*According to the ECPAD's tariff schedule, the category "Paid standard book" is excluded from the categories "Pocket-sized book", "School book or academic book or scientific book", "Encyclopaedia", "Dictionary", "Exhibition catalogue" and "Free standard book."*

**Free standard book**

"Free standard book" refers to any "Paid standard book", which is not for sale.

**Pocket-sized book**

"Pocket-sized book" refers to any "Paid standard book" published in a printed form, which can, in principle, fit in a pocket and the selling price of which is lower than that of the "Paid standard book".

*According to the ECPAD's tariff schedule, the category "Pocket-sized book" is excluded from the categories "Paid standard book", "School, university book or scientific book", "Encyclopaedia", "Dictionary", "Exhibition catalogue" and "Free standard book."*

**School, university or scientific book**

"School, university or scientific book" refers to a printed or digital set accessible via an online or offline public communication network, particularly by downloading or streaming, or on a portable recording medium, published under a title, the purpose of which is the reproduction of an intellectual work of one or more authors, whether composite or not, consisting of an editorial content and/or graphic elements (illustrations, designs, etc.), including one or more Archives, for the purpose of teaching and education or research, intended for a specific category of audience, which are children, teenagers, students or scientists (researchers, etc.), and which may or may not be for sale.

*According to the ECPAD's tariff schedule, the category "School, university or scientific book" is excluded from the categories "Paid standard book", "Pocket-sized book", "Encyclopaedia", "Dictionary", "Exhibition catalogue" and "Free standard book."*

**Dictionary**

"Dictionary" refers to a printed or digital set accessible via an online or offline public communication network, particularly by downloading or streaming, or on a portable recording medium, whether illustrated or not, including one or more Archives, which has an educational purpose, consisting of a set of articles whose entry constitutes a word, and the articles are independent of each other and arranged in a specific order, usually alphabetically, and which may or may not be for sale.

*According to the ECPAD's tariff schedule, the category "Dictionary" is excluded from the categories "Paid standard book", "Pocket-sized book", "School, university or scientific book", "Encyclopaedia", "Exhibition catalogue" and "Free standard book."*

**Encyclopaedia**

"Encyclopaedia" refers to a printed or digital set accessible via an online or offline public communication network, particularly by downloading, or streaming, or on a portable recording medium, whether illustrated or not, including one or more Archives, in which all universal knowledge (known as encyclopaedia) or knowledge specific to a particular subject field (known as specialised encyclopaedia) is presented methodically or alphabetically, and which may or may not be for sale.

*According to the ECPAD's tariff schedule, the category "Encyclopaedia" is excluded from the categories "Paid standard book", "Pocket-sized book", "School, university or scientific book", "Dictionary", "Exhibition catalogue" and "Free standard book."*

**Exhibition catalogue**

"Exhibition catalogue" refers to a printed or digital set accessible via an online or offline public communication network, particularly by downloading or streaming, or on a portable recording medium, consisting of reproductions of all or part of works (graphical, visual arts, photographs, etc.) presented as part of the "Associative exhibition" and/or "Educational exhibition" and/or "Corporate exhibition" and/or "General audience exhibition" and the texts (artistic feedbacks, historical texts, etc.) on the said works, including one or more Archives, and which may or may not be for sale.

*According to the ECPAD's tariff schedule, the category "Exhibition catalogue" is excluded from the categories "Paid standard book", "Pocket-sized book", "School, university book or scientific book", "Encyclopaedia", "Dictionary", and "Free standard book"*

**II. PRINTED PRESS PUBLICATION CATEGORY****Associative press**

"Associative press" refers to any printed or digital publication, accessible via an online or offline public communication network, particularly by downloading or streaming, or on a portable recording medium, regardless of their content, frequency (daily, weekly, bi-monthly, monthly, quarterly, etc.), including magazines, special-interest newspapers, whether periodical or not (magazines, special issues, supplements), free or paid, published by an association, the statutes of which are governed by the law of 1st July 1901 related to the articles of association, the purpose of which is to promote the activities of the association, and which is intended for the members of the association and the public at large, incorporating one or more Archives.

**Internal communication press or institutional press**

"Internal communication press or institutional press" refers to any printed or digital publication, accessible via an online or offline public communication network, particularly by

downloading or streaming, or on a portable recording medium, free or paid, regardless of their content, frequency (daily, weekly, bi-monthly, monthly, quarterly, etc.), published by a company or any other legal entity (under private or public law), for internal communication purposes, the subject matter of which is the company or any other legal entity (under private or public law) itself, incorporating one or more Archives, which is intended for the staff members of the organisation ("Internal communication press") and/or for the public at large ("Institutional press").

**Regional or national press**

"Regional or national printed press" refers to any service using a written mode for dissemination of thought, made available for the public at large or for a specific category of audience and distributed at regular intervals, i.e. any printed or digital publication accessible via an online or offline public communication network, particularly by downloading or streaming, or on a paid portable recording medium, regardless of their content, frequency (daily, weekly, bi-monthly, monthly,



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quarterly, etc.), including magazines, special-interest newspapers, whether periodical or not (magazines, special issues, supplements), incorporating one or more Archives, which is intended for the readers of the entire country ("National press" or of a region or locality ("Regional press").

### Free press

"Free press" refers to any publication of the "Regional or national printed press" category which is not for sale.

### Advertising insert

"Advertising insert" refers to any publication on any medium and in any format, with an advertising and/or commercial purpose, incorporating one or more Archives, included or inserted in a publication of the "Regional press or National press" category and which is not for sale.

## III. SET OR EXHIBITION CATEGORY

### Associative exhibition

"Associative exhibition" refers to the presentation of a set of intellectual works (paintings, drawings, photographs, installations, etc.) in which one or more Archives may or may not be incorporated, organised by an association, the statutes of which are governed by the law of 1st July 1901 related to the articles of association, at one or more locations known as "sites", particularly successive ("Travelling exhibition") or simultaneous ("Multi-site exhibition"), where admission is free or paid, for a specific period of time, intended for the public at large, and the theme of which is related to the mission of the association and/or a particular subject.

*According to the ECPAD's tariff schedule, the category "Associative exhibition" is excluded from the categories "Educational exhibition", "Corporate exhibition" and "General audience exhibition".*

### Educational exhibition

"Educational exhibition" refers to the presentation of a set of intellectual works (paintings, drawings, photographs, installations, etc.) in which one or more Archives may or may not be incorporated, organised by any legal entity (under private or public law) at one or more places of learning and education known as "sites", particularly successive ("Travelling exhibition") or simultaneous ("Multi-site exhibition"), where admission is free or paid, for a specific period of time, intended for a specific category of audience such as children, adolescents or students, and the theme of which is a particular subject.

*According to the ECPAD's tariff schedule, the category "Educational exhibition" is excluded from the categories "Associative exhibition", "Corporate exhibition" and "General audience exhibition".*

### General audience exhibition

"General audience exhibition" refers to the presentation of a set of intellectual works (paintings, drawings, photographs, installations, etc.) in which one or more Archives may or may not be incorporated, organised by any legal entity (under private or public law) at one or more locations known as "sites", particularly successive ("Travelling exhibition") or simultaneous ("Multi-site exhibition"), where admission is free or paid, for a specific period of time, intended for the public at large, and the theme of which is related to the mission of the legal entity that organises the exhibition.

*According to the ECPAD's tariff schedule, the category "General audience exhibition" is excluded from the categories "Associative exhibition", "Educational exhibition" and "Corporate exhibition".*

### Corporate exhibition

"Corporate exhibition" refers to the presentation of a set of intellectual works (paintings, drawings, photographs, installations, etc.) in which one or more Archives may or may not be incorporated, organised by any legal entity governed by public law, at one or more locations known as "sites", particularly successive ("Travelling exhibition") or simultaneous ("Multi-site exhibition"), where admission is free or paid, for a specific period of time, intended for a targeted and restricted audience, the theme of which is related to the mission of the legal entity under public law organising the exhibition, and/or a particular subject.

*According to the ECPAD's tariff schedule, the category "Corporate exhibition" is excluded from the categories "Associative exhibition", "Educational exhibition" and "General audience exhibition".*

### Show or film set

"Show or film set" refers to any reproduction and/or representation, in whole or in part, of one or more Archives integrated, as a prop and secondary element, into a set of a representation of an intellectual work in public, such as a representation of theatre, concert, dance, music hall, circus, etc., organised by any legal entity (under public law or private law) at one or more locations known as "sites", where admission is free or paid, or in a set of scenes from an audiovisual work.

### Travelling exhibition

"Travelling exhibition" refers to any "Associative exhibition" or "Educational exhibition" or "Corporate exhibition" or "General audience exhibition" that is conducted successively at several locations known as "sites" for a duration that corresponds to the period during which the exhibition is conducted successively at each location, known as "site".

### Multi-site exhibition

"Multi-site exhibition" refers to any "Associative exhibition" or "Educational exhibition" or "Corporate exhibition" or "General audience exhibition" that is conducted simultaneously at several locations known as "sites" for a duration that corresponds to the entire period during which the exhibition is conducted at each location, known as "site".

### Film screening with live music - Special case

*According to the ECPAD's tariff schedule, the film screening with live music type events are included in the Exhibition category defined above and are invoiced at the rate applicable to the Exhibition category, depending on the characteristics of the event (associative, corporate, for general audience, etc.).*

## IV. MARKETING AND PROMOTIONAL MEDIA CATEGORY

### Marketing and promotional media

"Marketing and promotional media" refers to the right to manufacture, sell, rent, publish, market in all their forms,

products or objects, particularly games, toys, objects, prints and works of visual arts or applied arts, incorporating in their material, form, decoration, packaging or presentation, or as



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advertising or promotional elements, any extract, part and/or visual and/or audio element of one or more Archives, and more broadly for any application commonly referred to as "merchandising" and "licensing".

### Item

"Item" refers to any type of product in any form and on any medium, of a distinctive commercial or advertising nature, which incorporates one or more Archives and which is exploited for profit-making purpose, such as a t-shirt, cap, mug, etc.

### Print

"Print" refers to any type of printed medium, in any form and format, of a distinctive commercial or advertising nature, which incorporates one or more Archives, such as flyers, pamphlets, thin booklets, brochures, invitation cards, greeting cards, envelopes, etc.), which excludes any printed medium of the categories "Book publication" and "Printed press publication."

### Large videographic screen or display

"Large videographic screen or display" refers to any reproduction and/or representation of Archives on the following media:

- any display smaller than or equal to 120 x 160 cm for the Photographic Archives,

- any videographic screen with a diagonal measurement of 150 cm (60") or less for Audiovisual Archives.

### Videographic monitor or display panel

"Videographic monitor or display panel" refers to any reproduction and/or representation of Archives on the following media:

- any display smaller than or equal to 60 x 80 cm for the Photographic Archives,
- any videographic screen with a diagonal measurement of 80 cm (32") or less for Audiovisual Archives.

### Huge videographic screen or large display

"Huge videographic screen or large display" refers to any reproduction and/or representation of Archives on the following media:

- any display greater than or equal to 120 x 160 cm for the Photographic Archives,
- any video screen with a diagonal measurement of 150 cm (60") or more for Audiovisual Archives.

### "Packaging"

Exploitation in the form of "Packaging" means the exploitation of one or more Archives in the composition of the visual reproduced on the packaging of a product and/or any related medium (box, DVD or CD cover, case, bottle, etc.).

## V. INTERNET/INTRANET CATEGORY

### Internet

"Internet" refers to the global network connecting telecommunications resources to client and server computers for the exchange of electronic messages, multimedia information and files. It works using the IP (Internet Protocol). Access to the network is open to any user who has obtained an address from an accredited organisation and via broadcast technologies such as Wi-Fi, UMTS, HSDPA, 3G or 4G.

### Social networks

"Social networks" refer to any online communication platform for exchanges and conversations, accessible via the "Internet", which allow any individual or professional Internet user to join or create networks of users with similar opinions and/or common interests, and allowing users to post their own content online (photographs, reviews or comments, music, videos or links to other Websites) including one or more Archives, such as Facebook, Twitter, Instagram, LinkedIn, Viadeo.

### Intranet

"Intranet" refers to a teleprocessing and telecommunication network using the same protocols and techniques as the "Internet", i.e. a set of Internet services (such as web servers, etc.) internal to a local network or a set of defined and indivisible networks, intended for the exclusive use of an organisation, the purpose of which is to allow centralised and coherent access to the corporate memory in order to capitalise on knowledge, and particularly to facilitate staff access, through personalised authentication, to various documents such as texts, photographs, videos such as one or more Archives for internal communication.

### Institution website

"Institution website" refers to a Website, i.e. a set of web pages and linked resources accessible via a web address, hosted on a Web server, also accessible via the Internet separately, published by a legal entity under public law (public administration, public institution, etc.), which is not made for commercial purposes but to present the legal entity itself and promote its image, intended for the public at large and which incorporates one or more Archives.

*According to the ECPAD's tariff schedule, the category "Institution website" excludes the category "Social networks".*

### Individual website

"Individual website" refers to a Website, i.e. a set of web pages and linked resources accessible via a web address, hosted on a Web server, also accessible via the Internet separately. It refers to a website that is non-professional in nature, published by a natural person, incorporates one or more Archives, is not made for commercial or advertising purpose and is intended for the public at large, such as blogs, specialised personal websites, etc.

*According to the ECPAD's tariff schedule, the category "Individual website" excludes the category "Social networks".*

### Professional website

"Professional website" refers to a Website, i.e. a set of web pages and linked resources accessible via a web address, hosted on a Web server, also accessible via the Internet separately. It refers to a website that is professional in nature, published by a legal entity and specifically made for commercial and advertising purposes. It is created mainly to inform the audience of the existence and qualities of the organisation's products and/or services, with or without an indication of price, with or without the aim of increasing sales or promoting the organisation's image, and intended for the public at large. It refers to a website that incorporates one or more Archives.

*According to the ECPAD's tariff schedule, the category "Professional website" excludes the category "Social networks".*

### Web documentary

"Web documentary" means a composite interactive work, using multi-media content, introducing interactive processes into the narrative, which integrates texts, photographic works and/or audio-visual and/or audio works including one or more Archives, and animated audio-visual works, which is broadcast on the Internet and the browsing and narrative of which is not linear allowing the user to choose the order in which they want to view the content.

### Online advertising

"Online advertising" refers to any commercial electronic communication service, other than telephone, radio broadcasting and television services, incorporating one or more Archives, the purpose of which is to promote the image,

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products and/or services of a legal entity, such as advertising banners, advertising boards or prominent advertisement or advertising buttons, interactive advertising or e-mail advertising or the advertisement displayed on another page, known as "pop-

up" or "pop-under" or any other online advertising space, which includes one or more Archives.

### VI. TELEVISION BROADCASTING CATEGORY

#### **Local or regional channel**

"Local or regional channel" refers to a local television service that is broadcast free-to-air terrestrially in digital mode.

#### **Web TV**

"Web TV" refers to a free or paid digital-only channel operated via the Internet, intended to be viewed at the time chosen by the user and on individual demand, on all media and by all modes and processes known to date, specifically in personal mobile television broadcasting.

#### **Paid channel (excluding Canal +)**

"Paid channel (excluding Canal +)" refers to any television service transmitted via any means of television broadcasting, which can be viewed intelligibly only in return for payment of a subscription or other consideration by the viewer concerned to the distributor of television services, where such payment or other consideration is in addition to (a) any payments necessary for the purchase or rental of the receiver or equipment on which the programme concerned can be viewed or decoded and/or (b) any payments required by the tax authorities in respect of the fees applicable to the owners of television sets.

*In compliance with the ECPAD's tariff schedule, the television service transmitted by Canal + is classified in one of the following categories: "Premium" channel, broadcast outside Prime Time", "Premium" channel, 1st broadcast in Prime Time."*

*According to the ECPAD's tariff schedule, the broadcasting rights for the category "Paid channel (excluding Canal +) includes the broadcasting rights of the category "Local or regional channel".*

#### **Free DTTV channel (excluding premium channel)**

"Free DTTV channel" means free Digital Terrestrial Television, i.e. a television service distributed via digital radio waves, it being specified that the subscription to this service requires no specific payment to the distributor for its reception. A free digital terrestrial television service shall be considered a form of subscription television.

*According to the ECPAD's tariff schedule, the broadcasting rights for the category "Free DTTV channel" includes the categories "Local or regional channel" and "Paid channel (excluding Canal +)" and does not include the categories "Premium" channel, broadcast outside Prime Time", "Premium" channel, 1st broadcast in Prime Time".*

#### **"Premium" channel, broadcast outside Prime Time**

"Premium" channel, broadcast outside Prime Time refers to any broadcast of all or part of the Work (or Works) incorporating one or more Archives outside "Prime Time" on one of the following channels: Canal+, TF1, France 2, France 3 nationale, M6, Arte, France 5.

*In case the Contracting party wishes to exploit the Archives for two or more "Premium Channels, broadcast outside Prime Time", it must refer to "All channels".*

#### **"Premium" channel, 1st broadcast in Prime Time**

"Premium" channel, 1st broadcast in Prime Time refers to the 1st (first) broadcast of all or part of the Work (or Works) incorporating one or more Archives in "Prime Time" on one of the following channels: Canal+, TF1, France 2, France 3 nationale, M6, Arte, France 5.

*In case the Contracting party wishes to exploit the Archives for two or more "Premium Channels, 1st broadcast in Prime Time", it must refer to "All channels".*

#### **All channels**

*According to the ECPAD's tariff schedule, the channel types in the category "All channels" include the categories "Local or regional channel", "Paid channel (excluding Canal +)", "Free DTTV channel", "Premium" channel, broadcast outside Prime Time" and "Premium" channel, 1st broadcast in Prime Time".*

#### **15 days Internet + Television news (JT) package**

"15 days Internet + Television news (JT) package" refers to the categories "Television news" and "Catch-up TV" modified as follows:

"Catch-up TV" refers to the broadcast of all or part of the Work (or Works) incorporating one or more Archives, from the date of non-linear broadcast on all audio-visual media services on demand, for a limited period of **15 (fifteen) days from the linear broadcast of the said the Work (or Works)**, without (with the possibility of) permanent storage on the reception terminal.

*According to the ECPAD's tariff schedule, "15 days Internet + Television news (JT) package" applies to the territory "France or other country"; for this category the tariff of exploitation rights for the audio-visual Archives is calculated per 30 (thirty) seconds from the first minute.*

#### **Short film broadcast on television**

"Short film broadcast on television" refers to a cinematographic work incorporating one or more Archives, the running time of which is less than or equal to one hour in cinemas in France, broadcast on any channel of the TELEVISION BROADCASTING CATEGORY defined herein.

*In compliance with the ECPAD's tariff schedule, for this category the tariff of exploitation rights for the audio-visual Archives is calculated per 30 (thirty) seconds from the first minute.*

#### **Television news (JT)**

"JT" means *journal télévisé* or television news, mainly in France and Belgium, abbreviated as "JT", or *téléjournal* (television news), mainly in Canada and Switzerland, also known as news digest. It is a news programme broadcast on television and usually hosted by a single presenter or a couple of recurring presenters, who present reports or footage on local, national or international topics and periodic features such as the weather.

#### **Prime Time**

"Prime time" refers to the time slot on television or radio during which the day's audience is the highest. In France, the prime-time slot, or prime time or the peak time corresponds to the 20: 40 - 22: 30 time slot.

#### **Preview**

"Preview" refers to the non-linear broadcast on all audio-visual media services, on demand, for a limited period of 7 (seven) days prior to the linear broadcast of the Work (or Works) incorporating one or more Archives, without permanent storage on the reception terminal.

#### **Catch-up TV**

"Catch-up TV" refers to the broadcast of all or part of the Work

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(or Works) incorporating one or more Archives, from the date of non-linear broadcast on all audio-visual media services on demand, for a limited period of 7 (Seven) days from the linear

broadcast of the said Work (or Works), without (with the possibility of) permanent storage on the reception terminal.

### VII. FILM CATEGORY

#### **Short film**

"Short film" refers to a cinematographic work incorporating one or more Archives, the running time of which is less than or equal to one hour in cinemas in France.

#### **Feature film**

"Feature film" refers to a cinematographic work incorporating one or more Archives, the running time of which is more than one hour in cinemas in France.

#### **Film advertising**

"Film advertising" refers to any form of communication of short audiovisual content, or any other content in any other format, the purpose of which is to attract the attention of a target audience (consumers, users, voters, etc.) in order to induce them to adopt a desired behaviour, such as the purchase of a product, the election of a political figure, encouragement to save power, etc., and which is broadcast in cinemas in France, before the screening of a "Feature film" and/or "Short film."

### VIII. CATEGORY OF VIDEOGRAMS ON DVD AND BLU-RAY DISCS

#### **Videogram**

"Videogram" refers to the physical audio-visual medium/media, published by any process, particularly optical, digital, magnetic or other, comprising the audio-visual recording of the Work (or Works) in the form of audio-visual work incorporating one or more Archives, i.e. the following medium/media: DVD, Blu-Ray Disc, excluding any other medium. The videograms, intended for sale or rent for private use by the audience, shall be sold single or as a set.

#### **Commercial exploitation**

"Commercial exploitation" refers to the provision of a Work (or Works) to the audience in the form of an audio-visual work

incorporating one or more Archives, in the form of Videogram intended for sale or rent for private use by the audience, on any physical audio-visual medium, i.e. DVD or DVD-Blu Ray Disc, excluding any other medium.

#### **Non-commercial exploitation**

"Non-commercial exploitation" refers to the not-for-profit provision of a Work (or Works) to the audience in the form of an audio-visual work incorporating one or more Archives, in the form of Videogram on any physical audio-visual medium, i.e. DVD or DVD-Blu Ray Disc excluding any other medium.

### IX. VIDEO ON DEMAND (VOD) CATEGORY

"Video On Demand (VOD) exploitation" refers to the provision of the work incorporating one or more archives, to the final consumer, at their request and at the time of their choice, via all electronic communications networks, regardless of the process and for viewing on any reception equipment free of charge or

upon payment of a price (per unit or per subscription), for representation in the "family circle", in accordance with article L. 122-5 of the Intellectual property Code.

### X. SECONDARY EXPLOITATION CATEGORY

#### **Cross-media**

"Cross-media" refers to a marketing and advertising practice that consists of presenting an artistic creation or communication project or an audiovisual content incorporating the Work (or Works) in the form of an audio-visual work that includes one or more Archives on several existing media, often an initial medium such as exploitation via "Linear television broadcasting" or exploitation in the form of a "Videogram" supplemented by additional media (mobile, radio, tablet, Internet, Videogames, "Book publication", etc.) and which uses the complementarity of different media used to enhance the project or the content.

#### **Transmedia**

"Transmedia" refers to the development of a narrative universe on several media, free or paid, which incorporate the Work (or Works) in the form of an audio-visual work that includes one or more Archives, i.e. particularly, exploitation via "Linear television broadcasting", Internet, mobile, radio, "Book publication", tablet, "Videogames", and which offer, through their specificity of use and their technological capacity, an additional perspective on the universe and history. The different elements that make up this universe of each medium can be explored and understood independently of each other.

The "Transmedia" exploitation enriches the narrative universe and aims to involve its recipients by enriching its story through the different media that include the said Work (or Works) in the form of an audio-visual work, and is distinguished from "Cross-media" that offers a unique world that adapts to the medium incorporating the said Work (or Works) in the form of an audio-visual work and aims to better target the recipients.

*According to the ECPAD's tariff schedule, the "Transmedia" exploitation does not include exploitation in the form of paid "Videogames"*

#### **Videogames**

Free or paid "Videogames" refer to the exploitation on any gaming platform and refers to any existing or future device or network on which an interactive experience can be played, including any home or portable console, computer, interactive or connected television (particularly any adaptor transforming an external signal into content and displaying it on a television screen known as the set-top box (STB), mobile phones, smart phones, tablet and related device (including any mobile or non-mobile Windows Phone, Android and iOS device) regardless of whether or not the interactive experience can be played online on the Internet, on a social network and/or on any other public

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or private network.

*According to the ECPAD's tariff schedule, the exploitation of paid "Videogames" does not include "Transmedia" exploitation. The "Transmedia" exploitation includes the exploitation of free "Videogames".*

### Non-commercial rights (excluding Closed circuits)

"Non-commercial right" refer to:

- the communication of the Project to the audience in the form of an audio-visual work that incorporates one or more Archives in the "Institutional Circuits". The Work (or Works) in the form of an audio-visual work may be distributed, particularly, by purchase centres for cultural and multimedia productions such as the Atelier Diffusion Audiovisuelle (ADAV) and other similar centres, and,
- "the promotional rights".

### Promotional rights

"Promotional rights" refer to any communication of the Work (or Works) to the audience that incorporates one or more Archives in extracts or in full, for the promotion of the said Work (or Works) in the form of an audio-visual work such as screenings or during any other promotional event (fairs, markets, festivals,

etc.).

### Institutional circuits

"Institutional circuits" refer to cultural or educational networks, i.e. the places where the exploitation of the Work (or Works) in the form of an audio-visual work that incorporates one or more Archives would not generate any revenue, where the audience may have access to non-ticketed performances of the National Centre for Cinema and the Moving Image (*Centre national du cinéma et de l'image animée - CNC*), which set up lending video libraries and reference video libraries, such as cultural centres, public libraries, media libraries, training centres, socio-cultural centres (arts centres, etc.) etc.

### Closed circuits

"Closed circuits" refer to places where a Work (or Works) is exploited in the form of an audio-visual work that incorporates one or more Archives, whether or not for profit-making purposes, and which concerns the exploitation, in any manner whatsoever, of the said Work (or Works) in aircrafts, hotels, hospitals, convalescent homes, prisons, vessels flying the flag on the territorial extent, factories, construction sites, installations, military facilities, missions and groups of nationals within the agreed territorial extent, coaches, etc.

## 3/ DEFINITIONS OF TERRITORIES

### French-speaking Africa

"French-speaking Africa" refers to the following territories: Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Comoros, Ivory Coast, Republic of Djibouti, Egypt, Gabon, Guinea, Equatorial Guinea, Guinea-Bissau, Madagascar, Mali, Morocco, Mauritius, Mauritania, Niger, the Central African Republic, the Democratic Republic of the Congo, Republic of the Congo, Rwanda, Sao Tomé-et-Principe, Senegal, Seychelles, Chad, Togo, and Tunisia.

### French-speaking America

"French-speaking America" refers to the following territories: Canada, Canada-New Brunswick, Canada-Quebec, Saint-Lucia, Dominica and Haiti.

### French-speaking Asia

"French-speaking Asia" refers to the following territories: Cambodia, Laos, Lebanon and Vietnam.

### Benelux

"Benelux" refers to the following territories: Belgium, Netherlands and Luxembourg.

### Europe

"Europe" refers to the following territories: Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Lithuania, Latvia, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, Slovakia, Slovenia, Sweden and the United Kingdom.

### French-speaking Europe

"French-speaking Europe" refers to the following territories: Albania, Andorra, Armenia, Belgium, Bulgaria, the Wallonia-

Brussels Federation, France, Greece, Luxembourg, Macedonia, Moldova, Monaco, Romania and Switzerland.

### France

"France" refers to the following territories: The Metropolitan France, the French overseas territories i.e. the French overseas departments and regions, known as "DROM" (Martinique, Guyana, La Réunion, Mayotte), the French overseas territories, known as "COM" (Guadeloupe, Saint-Barthélemy, Saint-Martin, Saint Pierre and Miquelon, French Polynesia, Wallis and Futuna Islands), the New Caledonia and the French Southern and Antarctic Lands known as "TAAF" (Saint-Paul Island, Amsterdam Island, the Crozet Islands, the Kerguelen Islands, Adélie Land and the islands of Bassas da India, Europa, Glorieuses, Juan da Nova and Tromelin), and the Principality of Monaco and the Principality of Andorra.

### French-speaking Oceania

"French-speaking Oceania" refers to the following territory: Vanuatu.

### French-speaking countries

"French-speaking countries" refer to the following territories:

- French-speaking Africa;
- French-speaking America;
- French-speaking Asia;
- French-speaking Europe;
- French-speaking Oceania.

### German-speaking countries

"German-speaking countries" refer to the following territories: Germany, Austria, Switzerland and Liechtenstein.