

AVOD LICENSE AGREEMENT

This AVOD License Agreement (the “**Agreement**”) is made as of this _____ (the “**Effective Date**”) by and between: (i) _____ (**Name of Licensor**), a corporation organized and existing under the laws of the State of _____, having a principal place of business with registered office in _____, n _____, VAT number _____, represented by _____ (“**Licensor**”); and (ii) **Chili S.p.A.**, a corporation organized and existing under the laws of the State of Italy, having a principal place of business with registered office in Milan, Via Colico n. 21, 20158 VAT number 07871100967, represented by _____, (hereinafter “**Chili**” and together with Licensor the “**Parties**”).

RECITALS

WHEREAS, Licensor is the owner of all right, title and interest in, to and under certain audio-visual content;

WHEREAS, Chili is in the business of providing its customers with access to licensed audio-visual content through its proprietary electronic distribution service;

WHEREAS, the parties hereto are desirous of licensing certain audio-visual content owned or controlled by Licensor to Chili for use in connection with its proprietary electronic distribution service.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

- 1.1 “**Ad-Based Programming**” shall mean any Title that contains advertising of any kind.
- 1.2 “**Authorized End User**” shall mean a paying customer of the Licensed Service.
- 1.3 “**Availability List**” shall mean a periodic listing of any and all titles from Licensor’s Content Library that are available for electronic distribution, including, without limitation, all Featured Programs. The Availability List shall include the following information on a title-by-title basis: name/title, release date, distribution rights owner (e.g., studio or distributor), Distribution Period, the availability of AVOD rights, whether the program contains advertising, and whether the program is available in High Definition.
- 1.4 “**Content Library**” shall mean any and all Featured Programs, Ad-Based Programming, television programs, movies and other audio-visual content, or set of such content, owned or controlled by Licensor.
- 1.5 “**Distribution Period**” shall mean, with respect to each Title, the time period during which Chili has the right to exercise its licensed rights under this Agreement, which time period shall not be less than twelve (12) months on a title-by-title basis. Thereafter, the Distribution Period shall automatically renew on a title-by-title basis for an additional time period of twelve (12) months, until the earlier of: (i) express written notice by the Licensor that any such title has become unavailable for distribution by any service provider within the Territory; or (ii) the date of ceasing of this Agreement for any reason whatsoever .
- 1.6 “**AVOD**” or **Ad-supported Video on Demand**” shall mean the business model where an Authorized End User pays no fees or charges for the right to watch a Title and the exhibition of which is primarily supported by revenue derived by Chili from sales of Advertising Inventory.
- 1.7 “**Advertising Inventory**” shall mean video advertising inventory exhibited in connection with any advertisement appearing on any Title including, without limitation, video advertisements immediately preceding (pre-roll), during interruption in program playback designated (mid-roll), subsequent to the program (post-roll) or during program playback (overlays).
- 1.8 “**Featured Programs**” shall mean any feature-length program owned or controlled by Licensor.

- 1.9 “**HD**” or “**High Definition**” shall mean the current standards for “high definition” (as the term is commonly used in the industry), including, without limitation: (i) 1080 active interlaced or progressive lines; or (ii) 720 progressive lines using a 16:9 aspect ratio.
- 1.10 “**Intellectual Property Rights**” shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing, whether Licensor owns such rights or has licensed such rights from any third-party.
- 1.11 “**Licensed Service**” shall mean Chili’s proprietary electronic media content delivery service through a closed IP network, including without limitation, said delivery of media content on an AVOD basis.
- 1.12 “**Metadata**” shall mean metadata (as that term is commonly used in the industry) owned or controlled by Licensor that relates to and/or otherwise describes each Title.
- 1.13 “**Advertising Revenues**” shall mean revenues actually received by Chili generated from Advertising Inventory during the Distribution Period.
- 1.14 “**Territory**” shall mean Italy, the Republic of San Marino and the Vatican.
- 1.15 “**Title(s)**” shall mean any item within Licensor’s Content Library that is selected by Chili from the Availability List.

ARTICLE II: SELECTION & DELIVERY OF TITLES

- 2.1 **Selection of Titles.** Licensor has provided Chili with an Availability List and shall update said Availability List on a calendar quarterly basis. Chili shall provide Licensor with a Selection List (attached as “Exhibit A” hereto) identifying those titles from the Availability List (including updates thereto) that it wishes to license in accordance with the terms and conditions hereof.
- 2.2 **Delivery.** Within fifteen (30) days of receiving Chili’s selected titles from the Availability List, Licensor shall provide Chili with the following “Delivery Materials” on a title-by-title basis: (i) a master copy of each Title in a mutually agreed upon format (digital files, DVDs in English Dolby Digital 5.1 Surround) to be encoded into the format specified in “Exhibit B” hereto; (ii) an HD master copy of each Title in a mutually agreed upon format (digital files, DVDs in High Definition with English Dolby Digital 5.1 Surround) to be encoded into the format specified in “Exhibit B” hereto; and (iii) all available advertising materials, trailers, screenshots, audio selections, Metadata, DVD case covers, trademarks, logos and related branding materials for each Title in a mutually agreed upon format.

ARTICLE III: GRANT

- 3.1 **Grant of Licenses for Titles.** Subject to the terms and conditions hereof, Licensor hereby grants to Chili the following non-exclusive rights within the Territory under Licensor’s Intellectual Property Rights:
- (i) to use, host, reproduce, encode, test and otherwise prepare Titles for distribution through the Licensed Service;
 - (ii) to use, reproduce, cache, distribute, display, publicly perform and transmit AVOD Titles through the Licensed Service to Authorized End Users during the Distribution Period thereof;
 - (iii) to use, reproduce, publicly perform and display any and all Delivery Materials from the receipt thereof by Chili through the end of the Distribution Period for any related Title in connection with the marketing, advertising, promotion and/or presentation of said Titles and/or the Licensed Service; and
 - (iv) to download and use content from the Content Library for internal testing purposes.

- 3.2 **Limited Right of Withdrawal.** Upon sixty (60) days' advance written notice, Licensor may require Chili to hold back, suspend or withdraw any Title or promotional content if any third-party makes a claim against such use or if Licensor must do so to conform to the requirements of any pre-existing agreement that it may have with any third-party relative to use of such Title. Notwithstanding the foregoing, Licensor shall not use this provision to require the hold back, suspension or withdrawal of any content for general purposes or to otherwise attempt to obviate the essential purpose of this Agreement.
- 3.3 **Content Protection.** Chili shall use commercially reasonable efforts to ensure the security of Titles licensed to Users using digital rights management ("DRM") and hardware protection technologies as well as IP geo-filtering and other technologies to enforce territorial restrictions. If Chili becomes aware that any security feature or territorial restriction has been circumvented or breached, then Chili shall notify Licensor and shall use commercially reasonable efforts to make the necessary repairs and/or modifications thereto; failure to do so may result in the withdrawal and/or suspension of Titles from the Licensed Service until such time as the situation has been resolved in accordance with industry standards and practice.

ARTICLE IV: ROYALTIES

- 4.1 **AVOD Royalty.** Chili shall pay the Licensor a royalty of 50% of the Net Receipts (as define below) from Advertising Revenues generated from Advertising Inventory directly related to the view of a Title. "**Net Receipts**" are defined as the Advertising Revenue less any third party costs such as agency fees, storage fees, and reasonable cost of business, not to exceed 15% of the original Advertising Revenues.

The Licensor fully satisfies all requirements to document its eligibility for a lower or zero rate of withholding tax, including, without limitation, providing CHILI with a valid Certificate of Residency, no later than sixty (60) days after the Effective Date. Each of Licensee and Licensor further agree to discuss from time to time measures that each may undertake to ensure that the parties may secure the most advantageous tax rates available under the applicable law of the Territory, based on prescribed treaties.

- 4.2 **Accounting & Payment Terms.** Starting from the beginning of the License Period, Chili shall submit to the Licensor accounting reports on a quarterly basis not later than sixty (60) days after the end of each calendar quarter. Reports shall be setting forth in a reasonably detailed manner how Advertising Revenues and the amounts due to Licensor were calculated. In particular, reports shall include: monthly visitors, the number of viewers per Title, the overall ad impressions per Title, the actual CPM, the Advertising Revenue generated per Title.

Amounts reported, due and payable under this Article IV, shall be paid by Chili within sixty (60) days following the receipt of a valid invoice from Licensor.

- 4.3 **Audit Rights.** Once per calendar year, Licensor may retain a nationally recognized independent auditor to review and audit Chili's relevant records to confirm the performance of payment obligations under this agreement upon thirty (30) days prior written notice. If the audit shows an underpayment to Licensor for any period of time, then Chili shall, within thirty days after completion of such audit pay or credit such underpayment to Licensor. All expenses associated with such audit shall be paid by Licensor unless the audit reveals a discrepancy of more than ten percent (10%) in payments required, in which event Chili shall bear the reasonable cost of the same. Any amounts not paid when due bear interest at the rate of ten percent (10%) per annum, simple interest, on any remaining balance until fully paid.

ARTICLE V: REPRESENTATIONS, WARRANTIES & INDEMNIFICATION

- 5.1 **Mutual Representations & Warranties.** Each party to this Agreement represents and warrants to the other party as follows: (i) that such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) that the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) that when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 5.2 **By Licensor.** In addition to the representations and warranties set forth herein, Licensor represents and warrants to Chili as follows: (i) that it has all rights to provide the licenses granted under this Agreement to

Chili (including all literary, artistic, musical, performance and/or intellectual property rights) and has not transferred or assigned the rights granted hereunder or any part thereof to any third party (including to any collection society); and (ii) that the licenses and rights granted under this Agreement to Chili exercise of its rights with respect to Titles as provided herein, will not infringe in any manner any third-party rights, including intellectual property rights.

5.3 Indemnification by Licensor. Licensor agrees, at its own expense, to defend (or at its option to settle), indemnify and hold harmless Chili, its Authorized End Users and permitted sub-licensees, from any damages or losses (including attorneys' fees, costs and damages) arising from or relating to: (i) any claim that the use of the Titles infringes any third-party right, including any intellectual property right; or (ii) any alleged misrepresentation or breach of representation or warranty of Licensor contained herein. The foregoing obligation shall be conditioned upon Chili providing Licensor with prompt written notice of such claim or action and subsequent cooperation in connection with the defense or settlement of such claim or action, over which Licensor shall have sole control.

5.4 Indemnification by Chili. Chili agrees, at its own expense, to defend (or at its option to settle), indemnify and hold harmless Licensor from any damages or losses (including attorneys' fees, costs and damages) arising from or relating to: (i) any claim that the Licensed Service as delivered to Authorized End Users infringes any third-party right, including intellectual property rights (excluding the exercise of the rights licensed under this Agreement); or (ii) any alleged misrepresentation or breach of representation or warranty of Chili contained herein. The foregoing obligation shall be conditioned upon Licensor providing Chili with prompt written notice of such claim or action and subsequent cooperation in connection with the defense or settlement of such claim or action, over which Chili shall have sole control.

ARTICLE VI: CONFIDENTIALITY

6.1 Confidential Information. It may be necessary for one party to disclose to the other party certain confidential or proprietary information. In such event, the receiving party agrees to preserve such identified information as confidential with at least the same level of care as it would apply to its own confidential materials. The obligation of confidentiality shall not apply to information which: (i) is now in the public domain or which becomes generally available to the public through no fault of the receiving party; (ii) is already known to, or in the possession of, the receiving party prior to disclosure by the disclosing party as can be demonstrated by documentary evidence; (iii) is disclosed on a non-confidential basis from a third party having the right to make such a disclosure; or (iv) is independently developed by the receiving party as can be demonstrated by documentary evidence. The confidentiality obligations of this Article VI shall continue for a period of three (3) years beyond the termination of this Agreement.

6.2 Disclosure. Notwithstanding the foregoing, confidential information may be disclosed under the following circumstances: (i) to the extent that such disclosure is required by law, regulation or a governmental authority; (ii) for the purpose of consulting with outside legal, accounting and/or business advisers; and (iii) to prospective sub-licensees, assignees and/or successors-in interest, subject to the execution of a non-disclosure agreement containing the same substantive confidentiality obligations as required hereunder. Any party disclosing confidential information pursuant to this provision must use all commercially reasonable efforts to minimize the amount of confidential information disclosed hereunder.

ARTICLE VII: TERM & TERMINATION

7.1 Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect for a period of two (2) years from the date that Chili initiates the Licensed Service, unless terminated pursuant to the provisions set forth herein with a written notice of sixty (60) days. The term shall automatically renew for additional one (1) year unless terminated within three (3) months prior to the conclusion of the initial term in writing by the Parties.

7.2 Termination for Cause. In the event that one party commits any material breach of any of its obligations under this Agreement, the non-breaching party shall give the breaching party written notice of such breach, specifying the nature of the breach claimed by the non-breaching party. If within thirty (30) days from receipt of such notice the breaching party has not cured such breach, then the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the breaching party.

7.3 **Effect of Termination.** Any termination pursuant to this Article VII shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The applicable provisions of Articles V, VI, VII and VIII shall survive any termination or expiration of this Agreement. Upon termination, Chili agrees to cease making the Titles available through the Licensed Service to Authorized End Users, and upon request of Licensor, to promptly destroy or return to Licensor all copies (electronic or physical) of the Titles in Chili's possession or control.

ARTICLE VIII: GENERAL PROVISIONS

- 8.1 **Assignment.** For the purposes to develop its business at international level, Chili may incorporate subsidiaries and/or open branches based in jurisdictions outside Italy. Chili will have the right to assign this agreement to its branch and/or subsidiary, as applicable, in the relevant territory.
- 8.2 **Successors-in-Interest.** This Agreement shall inure to the benefit of and be binding on the permitted assigns and successors-in-interest of the parties hereto.
- 8.3 **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the laws of Italy, without giving effect to its conflict of law provisions.
- 8.4 **Provisions Contrary to Law.** In performing this Agreement, the parties shall comply with all applicable laws and regulations. Nothing in this Agreement shall be construed so as to require the violation of any law, and wherever there is any conflict between any provision of this Agreement and any law, the law shall prevail, but in such event the affected provision of this Agreement shall be affected only to the extent necessary to comply with applicable law.
- 8.5 **Severability.** If for any reason, any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement, all of which shall remain in full force and effect and be binding upon the parties hereto.
- 8.6 **Waiver and Modification.** The failure of any party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. No waiver, modification, release or amendment of any obligation under this Agreement shall be valid or effective unless in writing and signed by both parties hereto.
- 8.7 **Headings.** Titles or headings of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.
- 8.8 **Force Majeure.** No party to this Agreement shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to causes beyond its reasonable control, including, without limitation, fires, earthquakes, strikes and labor disputes, acts of war, civil unrest, or statements or actions of any governmental authority, but any such delay or failure shall be remedied by such party as soon as is reasonably possible.
- 8.9 **Further Assurances.** Each party to this Agreement shall, at its own expense, except as otherwise expressly provided herein, furnish, execute and deliver all documents and take all actions as may be reasonably required to affect the terms and purposes of this Agreement.
- 8.10 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed telecopy, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number.
- 8.11 **Dispute Resolution.** Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration in Milan, Italy in accordance with the then-current Commercial Arbitration Rules of the Italian Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Italian law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

- 8.12 **Public Announcements.** The parties will cooperate to create any and all appropriate public, promotional announcements or press releases relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent.

- 8.13 **Independent Contractor.** Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

- 8.14 **Attribution.** No party to this Agreement shall use the name or credit of any other party for any purpose whatsoever, nor shall they incur any obligation in the name of any other party.

- 8.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by this Agreement.

- 8.16 **Counterparts.** This Agreement may be executed in counterparts, with the same force and effect as if the parties had executed the same instrument.

- 8.17 **Advice of Legal Counsel.** Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

THIS AGREEMENT CONTAINS EIGHT (8) ARTICLES

IN WITNESS WHEREOF, the parties have executed this Agreement through the signatures of the below subscribing officers. Each party warrants that its executing officer has the power and authority to sign this Agreement and to thus bind its principal.

ON BEHALF OF LICENSOR:

Dated this of, 2020

ON BEHALF OF CHILI:

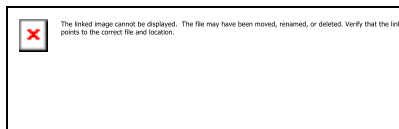
Dated this of, 2020

EXHIBIT A
SELECTION LIST



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EXHIBIT B



Chili Content Production

Technical Specification for digital content delivery

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This document contains Chili proprietary and confidential information. No part of this document may be copied, reprinted or reproduced in any material form or electronically, whether wholly or in part, and no information contained herein may be used or disclosed to third parties unless under a previous written agreement with Chili S.P.A. setting forth relevant terms and conditions.

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1 Introduction

This document provides a set of technical details and requirements to receive digital assets in order to maintain a high-quality processing and encoding workflow.

If requirements and specifications described can't be fulfilled by the distributors we will work to see if there are acceptable alternatives that can accommodate both sides.

2 Primary Digital Assets Specifications

2.1 Primary Mezzanine Video Prerequisites

Video source material should be delivered conforming these general video mezzanine prerequisites:

- ⌋ The frame rate of the asset must be the native frame rate of the source.
- ⌋ The aspect ratio must be the native aspect ratio of the source (cropped or pan-and-scanned versions are no allowed).
- ⌋ The assets must consist on the textless version of the video, required forced subtitles must be delivered as secondary files (see 3.1).
- ⌋ Additional extra content should be delivered as separate files.
- ⌋ In the case of episodic content videos must be delivered as seamless version.
- ⌋ SD cannot be used to create HD and in the same way 4K / UHD video must come from a native 4K /UHD source due to maintain the content quality during the encoding process.
- ⌋ Trailer assets should be delivered as a clean version: not contain FBI, MPAA, release tagging, DVD tagging or website tagging.
- ⌋ Trailer assets should be same aspect ratio of the full assets.

2.2 4K/UHD SDR and HDR

Preferred file containers format for 4K/UHD contents are:

- ▮ QuickTime MOV (Table 2-1)
- ▮ IMF Application #2 or #2E (Table 2-2)

In case of HDR contents, Mastering Display Color Volume Metadata (SMPTE ST-2067-21:2016) must be provided:

- ▮ Mastering Display color primaries (e.g. RGB)
- ▮ Mastering Display White Point (e.g. D65)
- ▮ Mastering Display Min/Max Luminance



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Format	QuickTime MOV	
Timecode Start Address	00:00:00:00	
Format	ProRes 422 HQ	ProRes 4444
Bit Rate ¹	As per format specification	
Image Frame Width	3840	3840
Image Frame Height	2160	2160
Display Aspect Ratio	Native	Native
Frame Rate	Native	Native
Scan Type	Progressive	Progressive
Recommended Bits per Sample	As per format specification	
Minimum Color Sampling	As per format specification	
EOTF	BT.1886	ST.2084
Color Space	Rec.709	BT.2020

Table 2-1

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Format	IMF Application #2E SMPTE ST 2067-21-2016	
TimeCode Start Address	00:00:00:00	
Format	JPEG2000	JPEG2000

¹ Please refer to Apple ProRes for specific target data rates:

https://www.apple.com/final-cut-pro/docs/Apple_ProRes_White_Paper.pdf


 Max Bit Rate	800 Mbps	800 Mbps
Image Frame Width	3840	3840
Image Frame Height	2160	2160
Display Aspect Ratio	Native	Native
Frame Rate	Native	Native
Scan Type	Progressive	Progressive
Recommended Bits per Sample	10 bits	10 bits
Minimum Color Sampling	YCbCr 4:2:2	YCbCr 4:2:2
EOTF	BT.1886	ST.2084
Color Space	Rec.709	BT.2020

Table 2-2

2.3 Primary Digital Assets HD/SD

Preferred file containers format for SD/HD contents are:

- MPEG-2 PS or MXF OP1(a) for MPEG2 codec (Table 2-3)
- QuickTime MOV for Apple ProRes 422 (Table 2-4)
- IMF Application #2E SMPTE for JPEG2000 (Table 2-5)


 Format	MPEG-2 PS / MXF OP 1(a)	
Timecode Start Address	00:00:00:00	
Format	MPEG-2	MPEG-2
Bit Rate	50 Mbps CBR	80 Mbps CBR
Resolution	720x576 / 720x480	1920x1080 / 1280x720
Display Aspect Ratio	Native	Native
Frame Rate	Native	Native
Scan Type	Same format as source material; progressive is anyway preferred	
Recommended Bits per Sample	10 bits	10 bits
Color Sampling	YCbCr 4:2:2	YCbCr 4:2:2
Color Space	BT. 709 / BT.601	BT.709

Table 2-3


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Format	QuickTime MOV	
TimeCode Start Address	00:00:00:00	
Format	Apple ProRes 422 (HQ)	Apple ProRes 422 (HQ)
Bit Rate ²	As per format specification	
Resolution	720x486 / 720x576	1920x1080
Display Aspect Ratio	Native	Native
Frame Rate	Native	Native
Scan Type	Same format as source material; progressive is anyway preferred	
Recommended Bits per Sample	10 bits	10 bits
Color Sampling	YCbCr 4:2:2	YCbCr 4:2:2
Color Space	BT.709	BT.709

Table 2-4


 The image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.	
Format	IMF Application #2 or #2E SMPTE ST 2067-21-2016
TimeCode Start Address	00:00:00:00
Format	JPEG2000
Max Bit Rate	Max 400 Mbit/s
Resolution	1920x1080 / 1280x720
Display Aspect Ratio	Native
Frame Rate	Native
Scan Type	Progressive
Recommended Bits per Sample	10
Color Sampling	YCbCr 4:2:2
Color Space	BT.709

Table 2-5

² Please refer to Apple ProRes for specific target data rates:
https://www.apple.com/final-cut-pro/docs/Apple_ProRes_White_Paper.pdf

2.4 Primary Audio Mezzanine Prerequisites

Audio source material for the primary asset should be muxed in the primary video mezzanine as a single or multi track conforming these general rules:

- ▮ 5.1 audio is the preferable option when available.
- ▮ 2.0 stereo mix if 5.1 is not available.
- ▮ Mono accepted only if the original source was intended as mono.
- ▮ Audio must be consistent (sync) with the video in frame rate and duration.
- ▮ Audio tracks shall not contain noise, static, dropouts or any other kind of sound distortions that are not part of the content itself.
- ▮ Surround Mix and Stereo Mix should meet a -23 LUFS (+/- 1 LUFS) using EBU-128 measured over entire program.


Audio format should be as follows:

- ▮ Audio Codec: LPCM;
- ▮ Audio Sample Rate: 48KHz;
- ▮ Audio mode: Dual Mono, Stereo (Lo/Ro or Lt/Rt);
- ▮ Language Tag: each track should be flagged with its related tag (e.g. ITA, ENG).

If a Dolby Digital Plus track in 5.1 is provided, this track should be in addition of the AAC 5.1 track, and audio format should be as follows:

- ▮ Audio Codec: E-AC3;
- ▮ Number of channels: 5.1;
- ▮ Audio Bitrate: 384kbps;
- ▮ Audio Sample Rate: 48KHz;
- ▮ Dynamic Compression: value set coherently with the type of content;
- ▮ Bitstream mode: complete-main;
- ▮ Language Tag: each track should be flagged with its related tag (e.g. ITA, ENG).

Depending on the audio mix delivered the channel mapping must be conformed to Table 2-6.



The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.

5.1 Surround + Stereo	Channel 1 - Left Channel 2 - Right Channel 3 - Center Channel 4 - LFE Channel 5 - Left Surround Channel 6 - Right Surround Channel 7 - Stereo Left Channel 8 - Stereo Right
5.1 Surround	Channel 1 - Left Channel 2 - Right Channel 3 - Center Channel 4 - LFE Channel 5 - Left Surround Channel 6 - Right Surround
2.0 Stereo	Channel 1 - Stereo Left Channel 2 - Stereo Right
Mono	Channel 1 - Mono Channel 2 - Mono

Table 2-6

3 Secondary Assets Specifications

3.1 Subtitles

General narrative subtitles requirements:

- ▮ Timestamps of the subtitle files need to start at hour 00.
- ▮ Positional tag or metadata should be included in the file if they are meant to not obscure any other burned-in text of the video.
- ▮ Subtitles speed should match the video framerate and timecodes.
- ▮ They should be encoded using UTF-8.
- ▮ Subtitles supplied must be easily referable to their relative primary video assets, please use proper filenames as specified in 4.

Format supported preference:

- ▮ TTML (including variants: SMPTE-TT, IMSC), SRT, WebVTT, EBU STL, ITT

Forced Narrative Subtitles:

- ▮ A forced narrative subtitle file is expected for each audio language dubbed track provided by the distributor, if necessary.
- ▮ Forced narrative subtitles must translate any other alternative language different from the primary one spoken in addition to inaudible dialogue or any other visual element that is intended to be understood by viewer and is not intrinsically localized in the primary video. (e.g. if an Italian-language film contains 3 minutes of Russian dialogues we will not expect burned-in subtitles for the Russian section. A forced Narrative subtitle file is expected to be supplied with only the Russian dialogues translated in Italian).
- ▮ Forced narrative subtitles should not repeat translations already made in the relative audio language dubbed track.

3.2 Alternative Audio Language

General requirements:

- ▮ Additional alternate audio language must be delivered as a separate file.
- ▮ Must be synchronized with the primary A/V asset and follow the same specifications.
- ▮ Lectern style is acceptable for Polish only if full polish subtitles or dubbed mix is not available for the title (as a rule of thumb full subtitles are preferred except for animations contents).
- ▮ Uncompressed PCM codec is accepted in MOV or WAV containers.

4 Material Filenames

Delivered materials' filenames must be "human readable" using only alphanumeric English characters, without spaces, accents, apostrophes, etc.

Filenames should contain, as a rule of thumb, the following information:

- Title and version of the assets (specific version of the assets must be explicit, e.g. Director's Cut, Extended, Theatrical, Rated, Unrated...).
- Number of the season and episode relative to the asset (e.g. s01e01) or an additional catalogue ID that can identify the specific episode (in this case a matching file between IDs catalogue and episode number must be delivered).
- Frame Rate without period (23976, 24, 25, 2997, 30)
- Number of channels (mono, 2ch/ST, 6ch/51, 8ch)
- Sample Rate (e.g. 48k)
- Bit Depth (e.g. for audio: 24b; for video 10b)
- Resolution (i.e. 1920x1080, 720x576 or equivalent)
- Aspect Ratio (4x3, 16x9)
- Codec (e.g. ProRes422, XDCAM, Mpeg)
- Channel/Track Mapping (L, R, C, LFE, LS, RS, LT, or RT)
- Type of the asset (TRL or TRAILER, FTR or FEATURE)
- Language label (ISO 639-1, RFC 5646) of the asset.
- Ids catalogue are accepted only as an additional information in the filename and not as a unique identifier for the asset.

Examples of ideal filenames are showed below:

Episodes:

SeriesName_s01e01_2397_ProRes422HQ_ST51-ENG.mov
 SeriesName_IDCATALOGUE_25_XDCAM1080_169_ST51_Deu.mxf

Feature assets:

Title_IDCATALOGUE_FTR_Theatrical_2398_16x9_ST-51_1080i_ProRes422_ENG.mov

Trailer:

Title_TRL_Eng_8ch_2398_HD-ProRes422HQ.mov

5 Artworks

Following art for each motion picture or television program are also needed in a localize format.

Vertical Display Art:

- ┆ Aspect Ratio needed: 2x3
- ┆ Resolution: 1280x1920
- ┆ Format: Layered PSD and/or High-Resolution JPEG

Horizontal Display Art:

- ┆ Aspect Ratio needed: 16x9
- ┆ Resolution: 1920x1080 or greater
- ┆ Format: Layered PSD and/or High-Resolution JPEG

Backdrops:

- ┆ Aspect Ratio needed: 16x9
- ┆ Resolution: 1920x1080 or greater
- ┆ Format: Layered PSD and/or High-Resolution JPEG

6 Reception specifications

6.1 Delivery Methods

The following delivery methods are both accepted; however, please consider the network delivery as the preferred option while the HDD delivery may be used in case of temporary or continuous networking unavailability.

6.2 Physical HDD Delivery

The physical media on which to receive digital assets and xml metadata are distributor's property.

The stated media shall be received not less than 60 days from the scheduled live date. Any variation from this rule shall be agreed between the parts.

The media will be sent back to the distributor not earlier than 10 working days from the latest feature Live date. The files system used can be NTFS, FAT32 or exFAT. Please do not provide other files system (such as Mac OSX or Linux files system).

6.3 Network delivery

Assets exchange shall be executed through the Aspera platform. A username, password and URL to access the web user interface will be assigned to the distributor.

Deletion from the platform will be carried out by Chili on distributor request 10 days from the asset live date if not otherwise agreed.

Other delivery means (e.g. FTP, SFTP) may be agreed during the technical tests. Using those means in a production scenario must be evaluated and agreed between the parts.

Each delivery or deletion must be signaled via email to the following address:
content_delivery@chili.com

7 Contacts

Content Operations Manager:

Video Specialist: