

ENGLISH TRANSLATION FOR INFORMATION. POLISH TEXT IS VALID

Agreement for the acquisition of the non-exclusive license for the use of the broadcast
“Commemoration of the 74th anniversary of the liberation of Auschwitz”

Licensor - Telewizja Polska - TVP

Licensee – Auschwitz-Birkenau State-Museum

Sublicensee - any party that accesses the transmission described hereto from the Licensee

§ 1

1. The Licensor grants to the Licensee the non-exclusive license for the use of the following broadcast: “Commemoration of the 74th anniversary of the liberation of Auschwitz”, hereinafter referred to as the Broadcast, both live in real time as well as with delay, in whole and in fragments.
2. The Producer of the Broadcast referred to in paragraph 1 is Telewizja Polska S.A., solely authorized to its audiovisual exploitation.
3. The License referred to in paragraph 1 concerns exclusively the scope of rights of the Licensor as producer of the footage and is not equivalent to giving consent on behalf of third persons, authorized in relation to the footage, and in particular of those persons whose images have been recorded in the Fragments.

§ 2

The License constituting the subject matter of the present agreement is granted under the following conditions:

1. License period: 5 years, granted from 27.01.2019 to 26.01.2024
2. License territory: Poland and the world.
3. The scope of the license granted covers the following fields of exploitation, in accordance with section 1.1 above:
 - a) recording using any technique (in any system, format and on any storage device), including among others print, photographic film, magnetic tape, digital recording,
 - b) reproducing using any technique (in any system, format and on any storage device), including among others print, photographic film, magnetic tape, digital reproducing,
 - c) entering into computer memory, computer and/or multimedial network, databases,
 - d) making the broadcast available to the public in a way that everybody can have access to the works and subject matters of related rights in the place and time chosen by themselves (among others making the broadcast available on the Internet e.g. as part of any websites or any payable or free services, in particular video on demand, pay-per-view, available among others in downloading, streaming, IPTV, ADSL, DSL techniques and any other technique), as well as within any telecommunication services using any systems and devices (among others landline and/or mobile phones, desktop and/or portable computers, as well as transmissions using all available technologies, e.g. GSM, UMTS etc., by means of telecommunication data transmission networks),

- e) public presentation (among others by means of any analog and/or digital devices possessing in particular the function of storing and reading audio and/or video files, e.g. computers, radio or television receivers, projectors, landline or mobile phones, MP3 players, iPods, iPhones etc.),
 - f) exhibiting,
 - g) screening,
 - h) analog and digital broadcasting of video and/or audio (coded or uncoded, payable or free, in any system, format or technology) cable and wireless via earth station among others through digital platforms, cable networks, telecommunication connections, mobile television, IPTV, DSL, ADSL, any computer networks (including the Internet) etc.,
 - i) analog and digital broadcasting of video and/or audio (coded or uncoded, payable or free, in any system, format or technology) via satellite among others through digital platforms, cable networks, telecommunication connections, mobile television, IPTV, DSL, ADSL, any computer networks (including the Internet) etc.,
 - j) analog and digital rebroadcasting of video and/or audio (coded or uncoded, free, in any system, format or technology) among others through digital platforms, cable networks, telecommunication connections, mobile television, IPTV, DSL, ADSL, any computer networks (including the Internet) etc.
4. The licence can be granted by the Licensee to Sublicensees – only tv and radio broadcasters, for their own channel/s and website/s, with no further rights right to transfer the sublicense to other parties. Only information agencies are entitled to transfer the licence to their clients.

§ 3

1. The Licensee is liable for the infringement of rights and personal interests of third persons connected with the use of the license – arising from the fault of the Licensee and undertakes to satisfy legitimate claims of these persons also in the situation when they will be addressed to the Licensor.
2. The Licensee undertakes to use the Broadcast in accordance with the conditions defined in the present agreement.
3. The Licensee has the right to perform modifications and shortenings resulting from the editing of the Broadcast recorded on their own.
4. The Licensee has the right to use the Broadcast and dispose of it in the scope of the fields of exploitation defined in § 2 of the present agreement.
5. Upon expiry of the license period defined in §2 paragraph 1, the Licensee is obliged to liquidate the original of the Broadcast as well as all copies of the Broadcast owned by him and by sub-licensees (including those saved in computer networks) together with their potential reeditions (shortenings), with the exception of programs in which the fragments of the Broadcast were used for Licensee's archiving purposes.
6. The Licensee obliges itself to give the source of origin of the licensed works, which are broadcast without the TVP logo (credit note: "Telewizja Polska SA - TVP").

§ 4

In the situation when such obligation will result from the provisions of law, the Licensee undertakes to report the exploitation of the Broadcast to appropriate organizations for the collective management of copyright and related rights and to pay – through their intermediary – fees owed to authors and performers, in accordance with the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2016, Item 666).

§ 5

To all matters not settled herein, provisions of the Act on copyright and related rights and of the Civil Code shall apply.

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