

FREEVIEW MANUFACTURERS' TRADE MARK LICENCE

THIS LICENCE

is made BETWEEN:

_____ a company incorporated under the laws of _____ with company registration no. _____ whose principal office is at: _____

(the "Licensee"); and

DTV Services Limited

a company incorporated under the laws of England with company registration no. 04435179 whose principal office is at: 27-29 Cursitor Street, London, EC4A 1LT, United Kingdom ("the Licensor")

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN IT IS AGREED AS FOLLOWS:

1 Definitions

In this Licence the following terms shall have the meanings set out below:

"Amendment" - any amendment to the Brand Guidelines or Manufacturers' Guidelines, or to the form of a Trade Mark.

"Approvals Procedure" – the procedure for the approval of products, publicity material and on-screen guides contained in Schedule 2, as may be amended from time to time by the Licensor in its sole discretion, giving notice in writing to the Licensee.

"Brand Guidelines" – the brand guidelines attached hereto in Schedule 5 as amended from time to time by the Licensor in its sole discretion.

"Channel Operators" – the owners or licensees of the intellectual property rights in the Channel Logos.

"Channel Logos" – the logos for the channels included in the Services as such logos are set out in the Brand Guidelines.

"Concessions and Clarifications" – the concessions and clarifications to the D-Book requirements, as contained in Schedule 4, and as may be amended from time to time by the Licensor in its sole discretion, giving notice in writing to the Licensee.

"Digital TV Recorder" - electronic device for making digital recordings of DTT programmes.

"DTG" – Digital TV Group, a company incorporated under the laws of England with company registration no. 03950028.

"DTT" – digital terrestrial television.

"D-Book" – version 6 of the detailed interoperability specification for UK DTT produced by DTG, or any further version issued by DTG from time to time.

"Effective Date" - the date of this Agreement.

"Freeview Marketing Website" - the marketing support website entered from <http://www.freeview.co.uk/marketing>.

"Freeview Trade Marks" – the FREEVIEW word mark and logo (i.e. trade marks consisting of or including graphic elements) set out in Part 1 of Schedule 1.

"Freeview+ Trade Marks" – the FREEVIEW+ word mark and logos set out in Part 2 of Schedule 1.

"Freeview HD Trade Marks" – the FREEVIEW HD word mark and logos set out in Part 3 of Schedule 1.

"Freeview+ HD Trade Marks" – the Freeview+ HD word mark and logos set out in Part 4 of Schedule 1.

"Free to View" – unencrypted and made available to consumers without payment.

"Initial Term" – 2 years from the Effective Date.

"HD Product" means a high definition DTT receiver that is able to receive high definition broadcasts as characterised by the D-Book.

"Licence" – this agreement and its Schedules.

"Licensor Trade Marks" – the Freeview Trade Marks, the Freeview+ Trade Marks, the Freeview HD Trade Marks, the Freeview+ HD Trade Marks and any New Trade Marks.

"Manufacturers' Guidelines" – the requirements with which products which are marketed by reference to a Licensor Trade Mark must comply, including requirements relating to product certification and presentation of products, attached at Schedule 3 as amended from time to time by the Licensor in its sole discretion.

"New Trade Marks" – means any trade mark added by the Licensor to Part 5 of Schedule 1 from time to time by notice to the Licensee.

"On-Screen Guide" - an electronic on-screen guide (i) installed by or on behalf of the Licensee in Products; and/or (ii) made available by or on behalf of the Licensee, at any time and on any media, for use in relation to the Products, which provides listings of programmes available on the Services, navigation between and selection of channels and services and which meets the criteria set out in the D-Book relevant to on-screen guides.

"Products" – Receivers and Recorders which, in each case: (i) can receive the Services, (ii) comply with the applicable requirements set out in the Manufacturers Guidelines and (iii) have been approved by the Licensor for the purposes of this Licence.

"Publicity Material" – any paper-based or on-line promotional material, including Product outer packaging, produced by the Licensee for the purpose of promoting the fact that the Product is capable of receiving and operating the Services.

"Receiver" – means a digital TV receiver (including set top boxes and integrated digital televisions) that complies with the requirements set out in chapter 22.1 of the D-Book, and, in addition, in the case of HD Products, chapter 22.3 of the D-Book.

"Recorder" – means a Digital TV Recorder that complies with the requirements set out in chapters 22.1 and 22.2 of the D-Book, and, in addition, in the case of HD Products, chapters 22.3 and 22.4 of the D-Book.

"Services" – the collection of Free to View television, radio and interactive (including text and multistream) channels and services provided under the Licensor Trade Marks and available on the UK DTT platform from time to time.

“Subsidiary” – any company which is a subsidiary of the Licensor from time to time, subsidiary having the meaning set out in section 1159 of the Companies Act 2006.

“Term” – the period this Licence is in force, subject to clause 5.

“Territory” – the United Kingdom, the Channel Islands and the Isle of Man.

“To use” - to make use of and/or reproduce.

“Trade Marks” – the Licensor Trade Marks and the Channel Logos.

2 Licence

Scope of Licence

2.1 The Licensor grants to the Licensee during the Term a royalty-free, non-exclusive, non-transferable right in the Territory to use:

2.1.1 the Trade Marks on Publicity Material;

2.1.2 the Freeview+ Trade Marks, Freeview HD Trade Marks and Freeview+ HD Trade Marks on Products, in logo form only as set out in Schedule 1;

2.1.3 the Freeview Trade Marks on On-Screen Guides; and

2.1.4 the New Trade Marks on such items as the Licensor specifies in writing;

in each case subject to the terms and conditions of this Licence.

2.2 For clarity, the Licensee shall only use the Trade Marks on and in relation to products (including Publicity Material and On-Screen Guides for such products) that i) meet the requirements of this Licence, including the applicable requirements of the Manufacturer’s Guidelines and the D-Book (save to the extent provided otherwise in the Manufacturer’s Guidelines and/or expressly agreed by the Licensor in writing) and ii) have been approved by the Licensor.

2.3 The Licensee may:

2.3.1 only use the Freeview Trade Marks on Publicity Material for Products and On-Screen Guides for Products;

2.3.2 only use the Freeview+ Trade Marks on Products (and/or in Publicity Material for Products) that are both Receivers and Recorders;

2.3.3 only use the Freeview HD Trade Marks on Products (and/or in Publicity Material for Products) that are both HD Products and Receivers;

2.3.4 only use the Freeview+ HD Trade Marks on Products (and/or in Publicity Material for Products) that are HD Products and Receivers as well as Recorders; and

2.3.5 only use the New Trade Marks on such Products, the Publicity Material for such Products and/or On-Screen Guides for Products as the Licensor may specify in writing to the Licensee.

2.4 The Licensee shall not use any of the Trade Marks other than the Freeview Trade Marks on any On-Screen Guide, unless, in the case of the Channel Logos, expressly permitted to do so in writing by the relevant Channel Operator.

Approvals

2.5 The Licensee shall not use, offer for sale, sell or distribute any products, publicity material and/or on-screen guides displaying the Trade Marks unless and until such products, publicity material and/or On-Screen Guides have been approved in accordance with the Approvals Procedure.

HD Products

2.6 The Licensee must use a Freeview HD Trade Mark or a Freeview+ HD Trade Mark (as permitted under and subject to the provisions of this Licence), in each case in the logo form set out in Schedule 1, on all Products that are HD Products, to promote the fact that such Products are capable of receiving and operating the Services, by means of i) the use of a sticker on the HD Product, ii) printing the relevant trade mark permanently onto the outer plastic case or bezel of the HD Product, iii) a splash screen (with the trade mark displayed on the screen as an overlay when the television is in “store demonstration” mode) or by such other means as has been approved in writing by the Licensor in accordance with clause 2.5 above.

2.7 The Licensee must use (and shall be entitled to use) the Freeview Trade Marks on each On-Screen Guide where operating on Products that are HD Products, to promote the fact that such HD Products are capable of receiving and operating the Services, subject always to the provisions of this Agreement.

Use of the Trade Marks

2.8 The Licensee shall only use the Trade Marks:

2.8.1 in the form supplied by the Licensor;

2.8.2 in a manner acceptable to the Licensor and the Channel Operators and in accordance with the Licensor’s and the Channel Operators’ high quality standards, goodwill and reputation; and

2.8.3 strictly in accordance with the Brand Guidelines and the Manufacturers’ Guidelines.

Without limiting the foregoing, the Channel Logos shall not be used hereunder individually or otherwise than in the groupings described in the Brand Guidelines.

2.9 The Licensee shall not use the Trade Marks in a manner that represents that the Licensee is associated with the Licensor or the Channel Operators (or any of them) or in any way which may suggest that the Licensor is the manufacturer, producer or distributor of the Products. In addition, the primary branding of the Products and Publicity Material shall be the Licensee’s own trade mark(s) (or those licensed to it) rather than the Trade Marks.

2.10 The Licensee shall not use the Trade Marks in such a way as to suggest an endorsement by the Licensor or the Channel Operators (or any of them) of a Product, or a Product’s technical specification, save to indicate that it is capable of receiving and operating the Services.

2.11 The Licensee undertakes that its use of the Trade Marks shall preserve, promote and not undermine the goodwill in the Trade Marks, and that the Products, the Publicity Material and/or the On-Screen Guides shall be:

2.11.1 of good and high quality in design, material and workmanship;

2.11.2 safe, non-injurious and suitable for the intended purpose;

2.11.3 produced, distributed, sold, marketed and advertised in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory and shall include appropriate warnings.

Amendments

2.12 In the event of any Amendment, the Licensee shall not produce any Product, On-Screen Guide or item of Publicity Material that does not comply with the Amendment after the expiry of any applicable notice period advised by the Licensor or otherwise after the date of notification of the Amendment under clause 2.13 ("Notification Date"). The Licensee may use and distribute Products, On-Screen Guides and/or Publicity Material produced prior to the Notification Date that does not comply with the Amendment for a period of six months from the Notification Date, after which it shall cease using and distributing such non-compliant Products and/or Publicity Material.

2.13 The Licensee must consult the Freeview Marketing Website and comply with the Brand Guidelines when producing Products, Publicity Materials and On-Screen Guides. The Licensee shall be deemed to have been notified of an Amendment or a New Trade Mark on the date on which the Licensor sends a notification of the Amendment or the New Trade Mark to the Licensee. The Licensee must inform the Licensor of the relevant contact details for notification and any changes to such details as soon as possible after any change.

3 Rights in and Registration of the Trade Marks

3.1 The Licensee acknowledges and agrees that:

3.1.1 the Licensor is the proprietor of the Licensor Trade Marks and the Channel Operators (or their ultimate licensors) are the proprietors of the Channel Logos and that any copyright subsisting in and the goodwill relating to the Trade Marks is owned by the Licensor and/or Channel Operators (or their ultimate licensors) as appropriate;

3.1.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall accrue to the Licensor and/or Channel Operators (or their ultimate licensors) as appropriate;

3.1.3 the Licensee will not make any representation or do any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence;

3.1.4 the Licensee will not use any of the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on Products, Publicity Material and/or On-Screen Guides, such other logos and/or trade marks are kept separate from the Trade Marks and are not used in any manner which could lead to confusion as to the ownership of the Trade Marks;

3.1.5 except as provided by this Licence or otherwise permitted under law or contract, the Licensee will not make use of the name of the Licensor or any of its Subsidiaries (present or future), or of the Channel Operators or of any other trade mark, design, copyright or other intellectual property in which the Licensor, any of its Subsidiaries or any of the Channel Operators have proprietary rights;

3.1.6 any trade mark application in respect of the Trade Marks may be made only by the Licensor or the Channel Operators (or their ultimate licensors) as appropriate and the Licensee will not make or attempt to make any such trade mark application. Subject to clause 3.1.8, the Licensee shall, if so required by the Licensor, co-operate with the Licensor in securing or attempting to secure registration of the Licensor Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Products, Publicity Material and/or On-Screen Guide as the Licensor may reasonably request);

3.1.7 subject to clause 3.1.8, the Licensee will, at the Licensor's request, enter into any further agreements or execute any documents deemed necessary by the Licensor in order to give effect to clause 3.1.2 and/or to secure any registrations or cancellations pursuant to clause 3.1.6;

3.1.8 the Licensee's reasonable out of pocket costs in complying with clauses 3.1.6 and 3.1.7 shall be met by the Licensor; and

3.1.9 the Licensor shall have no obligation to register, or maintain registrations for the Trade Marks.

3.2 The parties hereby acknowledge and agree that neither shall acquire rights in the other's, or the Channel Operators', trade marks by virtue of their respective use of the same on or in connection with the Products, Publicity Material and/or On-Screen Guides.

4 Trade Mark and Copyright Notices

4.1 Unless otherwise agreed by the Licensor during the Approvals Procedure, the Licensee shall cause to appear in any documentation provided with Products on which the Trade Marks appear, and in or on any Publicity Material on which the Trade Marks appear, a notice as follows and/or such other legends, markings or notices and in such locations and sizes as the Licensor may from time to time require (and as are lawful) in order to give appropriate notice of the Licensor's trade mark or other intellectual property rights and to give notice to consumers that the Products are produced and supplied by the Licensee.

Where the Licensor Trade Marks are used:

"The *[insert reference]** words and logos are trade marks of DTV Services Ltd and are used under licence. © DTV Services Ltd."

And where a Channel Logo is used:

"The Channel Logos are trade marks and copyright of their respective owners."

*The Licensee shall insert where indicated in the above notice, details of such of the Licensor Trade Marks as the Licensee is permitted to use under this Licence in relation to the relevant Product, Publicity Material or On-Screen Guide in the form FREEVIEW, FREEVIEW+, FREEVIEW HD and/or FREEVIEW+ HD (as applicable).

4.2 The Licensee shall comply with any instructions given by the Licensor in relation to the use of trade mark notices and markings for the New Trade Marks.

5 Termination

5.1 This Licence shall commence on the Effective Date and shall continue indefinitely unless and until terminated in accordance with this clause 5.

5.2 At any time after the end of the Initial Term, either party may terminate this Licence by giving the other party not less than thirty (30) days' written notice.

5.3 This Licence shall terminate immediately in relation to any Channel Logo if the channel in relation to which that Channel Logo is used ceases to be available on the UK Free to View DTT platform or the Licensor otherwise ceases to have the right to license that Channel Logo.

5.4 The Licensor may terminate this Licence immediately by notice to the Licensee in relation to a Licensor Trade Mark if it decides to discontinue use of that Licensor Trade Mark.

5.5 The Licensor may terminate this Licence immediately in relation to any Trade Mark, or as a whole, on the giving of written notice to the Licensee if:

5.5.1 the Licensee commits a breach of any of the obligations and conditions imposed upon it by this Licence and does not remedy such a breach (if capable of remedy) within thirty (30) days after receiving written notice from the Licensor to do so (including for the avoidance of doubt, any breach of the Manufacturers Guidelines or the Brand Guidelines); or

5.5.2 the Licensee uses the Trade Marks in a manner unacceptable to the Licensor or brings any of the Trade Marks into disrepute; or

5.5.3 the Licensee makes any representation or does any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or

5.5.4 the Licensee undergoes any change in control. The Licensee is required immediately to give written notice to the Licensor following any change in control; or

5.5.5 the Licensee ceases to carry on business, goes or is put into receivership, administrative receivership, administration or liquidation or makes an arrangement for the benefit of its creditors or takes or suffers any similar action in consequence of any debt; or

5.5.6 the Licensee challenges the validity of any of the Trade Marks.

5.6 Upon termination of this Licence in relation to any Trade Mark and provided that the Licensee is not in breach of this Licence, the Licensee shall, to the extent it is entitled under this Licence during the Term in relation to that Trade Mark, be entitled to use the Trade Mark:

5.6.1 on Products and Publicity Material; and

5.6.2 if terminated in relation to the Freeview Trade Mark, on On-Screen Guides contained in or on Products;

for a further three (3) month period from the date of termination, for the sole purpose of selling-off Products and using up Publicity Material manufactured during the Term.

5.7 Subject to clause 5.6, on termination of this Licence for any reason in relation to a Trade Mark the Licensee shall immediately cease any further use of that Trade Mark in any form and shall (at the Licensor's sole option) destroy or deliver up to the Licensor all materials in the Licensee's possession or control bearing the Trade Mark, and all rights granted under this Licence shall immediately revert to the Licensor and the owners of the Channel Logos as appropriate.

5.8 Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination.

5.9 Clauses 3.1.7, 3.1.8, 5.6, 5.7, 5.8, 5.9, 7, 8 and 10 shall survive termination of this Licence and shall continue in full force and effect.

6 Infringement by third parties

The Licensee shall immediately give written notice to the Licensor of any actual, threatened or suspected infringement by a third party of any of the Licensor's and/or the Channel Operators' rights in and to the Trade Marks which may come to the Licensee's attention. The Licensor shall not be under any obligation to take any legal or other action against any such third party. The Licensee shall not be entitled to bring proceedings under s. 30 of the Trade Marks Act 1994.

7 Indemnity

7.1 The Licensee shall be liable for, and shall defend, indemnify, and hold harmless the Licensor and the Channel Operators including, for the purposes of this clause their directors, secretary, officers, servants, agents and employees and in the case of the Licensor its shareholders, against all professional expenses, liabilities, claims, judgments, actions, debts or rights of action (of whatever kind), and all costs (including legal costs), damages, legal fees, losses, expenses, penalties, fines, criminal or civil, or other payments of any nature whatsoever incurred or suffered by the Licensor and/or the Channel Operators, excluding indirect or consequential loss but including loss of goodwill relating to the Trade Marks, which arise out of, or are caused by, or result from any dispute or contractual, tortious or other claims or proceedings brought against the Licensor and/or the Channel Operators by reason of the acts or omissions of the Licensee or of its officers, employees, agents or subcontractors.

7.2 The Licensee's maximum liability under clause 7.1 shall be:

7.2.1 unlimited in relation to sums owed to the Channel Operators under clause 7.1;

7.2.2 unlimited in relation to any sums owed to the Licensor under clause 7.1 arising out of or resulting from unsafe or otherwise defective products; and

7.2.3 limited to £5,000,000 (five million pounds sterling) in relation to all other sums owed to the Licensor under clause 7.1.

7.3 The limitations of liability set out in clause 7.2 shall not extend to death or personal injury resulting from the negligence of the Licensee and /or its servants or agents nor to any other liability which the Licensee is prohibited from excluding by law.

7.4 The Licensee acknowledges that it is solely liable for any Product which is unsafe and/or defective and that irrespective of any approvals given by the Licensor under the Manufacturers Guidelines or otherwise, neither the Licensor nor the Channel Operators shall be liable and their rights under this Licence shall continue to apply.

7.5 The Licensee shall arrange and maintain with a reputable insurer adequate public liability, product liability and errors and omissions insurance which shall be no less than five million pounds sterling (£5,000,000) and with scope of cover appropriate to the liability of the Licensee in respect of any one claim or incident. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Licence. The Licensee shall produce to the Licensor on demand copies of the insurance policies maintained in accordance with the terms of this clause, and receipts for premiums required to be paid in relation to such policies.

8 Address for Notices and Notification of Products

8.1 Except for notifications given under clauses 2.5, 2.13, 4, 8.2 and 8.3, all notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers of the parties as advised in writing from time to time.

8.2 The Licensee shall provide the Licensor with all the details listed in Schedule 6 in the format outlined in that Schedule. Such details shall be sent to the Licensor as detailed in that Schedule and as soon as possible after the execution of this Licence.

8.3 The Licensee shall provide the Licensor with any changes to the details provided under clause 8.2 as soon as practicable, in the format outlined in Schedule 6.

8.4 The Licensee agrees that the Licensor may:

8.4.1 keep a database containing the details provided by the Licensee in Schedule 6, including for the avoidance of doubt details of brands and model names of Products and names and addresses of the Licensee, its signatory and the Licensor's primary contact at the Licensee company; and

8.4.2 make such information available to the public (other than personnel names and personal telephone numbers, addresses and email addresses).

9 Assignment and Sub-Licensing

9.1 This Licence is personal to the Licensee who shall not assign, transfer, sub-license, mortgage, charge, or in any other way dispose of, or purport to dispose of, its rights or obligations under this Licence.

9.2 Without prejudice to the generality of clause 9.1 above, the Licensor acknowledges that third parties may be subcontracted to print or produce the Products, Publicity Material and/or On-Screen Guides for the Licensee. The Licensee shall be responsible for the actions of such third parties, who shall not be permitted to distribute the Products, Publicity Material and/or On-Screen Guides to any party other than the Licensor and/or the Licensee, or deal with the Products, Publicity Material and/or On-Screen Guides in any other way other than as set out in this Licence.

10 General

10.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

10.2 No amendment to the terms of this Licence (other than an Amendment, an amendment to the Approvals Procedure or the Concessions and Clarifications, or the addition of a New Trade Mark) shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.

10.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

10.4 To the extent permitted by English or any other applicable law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

10.5 No person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act to enforce any term of this Licence, except for the Channel Operators, who shall be entitled to enforce the provisions of clause 7 of the Licence. Notwithstanding the above, the consent of the Channel Operators shall not be required in order to vary or terminate this Licence by agreement. Nothing in this Licence shall confer or purport to confer on any other third party any benefit or the right to enforce any term of this Licence.

10.6 This Licence represents the entire understanding between the parties and replaces the manufacturer trade mark licence entered into between the parties on:

LICENSEE TO INSERT DATE

which is hereby terminated. The provisions of clause 5.5 and 5.6 of that agreement shall not continue. For the avoidance of doubt, any rights granted under that agreement in relation to any trade marks that are not licensed under this Licence

are hereby terminated, including any rights in relation to registered and unregistered trade marks and logos for FREEVIEW PLAYBACK (including the UK trade marks with registration numbers 2421541, 2427724 and 2474352).

10.7 This Licence shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at the option of the Licensor be subject to the exclusive jurisdiction of the English courts.

DULY EXECUTED

SIGNED for and on behalf of the **Licensor (DTV Services Limited)**:

Signature

Name

Title

Date

SIGNED for and on behalf of the **Licensee***:

Signature

Name

Title

Date

***Please ensure the date of any previous licence is inserted into clause 10.6.**

SCHEDULE 1

Trade Marks

Part 1 – FREEVIEW Trade Marks

Word Mark:

FREEVIEW

Logo:



Part 2 – FREEVIEW+ Trade Marks

Word Mark:

FREEVIEW+
FREEVIEW PLUS

Logos:



Part 3 – Freeview HD Trade Marks

Word Mark:

FREEVIEW HD

Logos:



Part 4 – Freeview+ HD Trade Marks

Word Mark:

FREEVIEW+ HD
FREEVIEW PLUS HD

Logos:



Part 5 – New Trade Marks

SCHEDULE 2

Approvals Procedure

1. For the purpose of this Schedule 2 “Samples” shall mean: (i) where the Trade Marks are to be used on a live webpage or on an On-Screen Guide, a screen shot or other representation of the format of the webpage and page of the On-Screen Guide (as appropriate) and the proposed address of the webpage; (ii) where the Licensor Trade Marks are to be used on products, a representation of the front panel artwork or splash screen of such products; or (iii) in any other case two (2) true and accurate samples of any item of proposed Publicity Material.

The Licensee shall provide Samples to the Licensor together with a written request for approval of them at least three (3) working days before producing the relevant product, Publicity Material and/or On-Screen Guide.

2. Where practicable, the Licensor shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within three (3) working days of receipt of the Licensee’s request for approval.
3. The Licensee warrants that the Products, Publicity Material and On-Screen Guides shall conform in every way to the Samples as approved by the Licensor and undertakes that:
 - 3.1 it will make no use of any of the Trade Marks or of the products, Publicity Material or On-Screen Guides other than for the purposes of complying with paragraph 1 above unless and until the Licensee has the express written approval of the Licensor;
 - 3.2 it will not make any alterations, modifications or changes to the Products, Publicity Material or On-Screen Guides once they have been approved by the Licensor without the specific written consent of the Licensor (and, for the avoidance of doubt, any breach of this clause shall constitute a material breach of this Licence for which damages may not be an adequate remedy, and the Licensee acknowledges that, in addition to any other remedies available at law, in equity or under this Licence, the Licensor shall be entitled to obtain injunctive relief from a court of competent jurisdiction to restrain any such breach and in particular the distribution of any such amended items);

3.3 for on-line use, it will email the Licensor a link to the webpage on the day it goes live and inform the Licensor immediately of any change to the web address; and

3.4 in cases other than for on-line use, it will supply to the Licensor free of charge, upon request by the Licensor, samples of the Products, Publicity Material or On-Screen Guide as manufactured, sold or issued.

4. The address to which Samples shall be sent is (or such other address notified by the Licensor to the Licensee):

Name: Neema Shah
Address: FREEVIEW
27-29 Cursitor Street
London, EC4A 1LT
Email: neema.shah@freeview.co.uk
Tel: +44 (0) 20 7269 0856

SCHEDULE 3

Manufacturers' Guidelines

Introduction

- These Guidelines apply where a manufacturer has entered into a signed Trade Mark Licence with DTV Services Ltd ("the Licensor"), the promoter of the Freeview service for use of the Trade Marks (namely, the Licensor Trade Marks and Channel Logos) and form part of that Licence. For the avoidance of doubt, the Introduction forms a part of these Guidelines. All definitions used in the Licence apply to these Guidelines.
- These Guidelines set out:
 - i) the criteria a product must meet before the Trade Marks may be used in connection with it; and
 - ii) other obligations with which licensed manufacturers must comply.
- Manufacturers may only use the Trade Marks on publicity and packaging material and the Licensor Trade Marks on certain Products. The Freeview Trade Marks and Channel Logos cannot be used in any way to suggest an endorsement of a Product's technical specification. The Trade Marks cannot be used to imply that the Licensor has somehow been involved in the manufacture, production or distribution of the Product.
- Manufacturers must comply with all other terms and conditions of the Trade Mark Licence. For the avoidance of doubt, any failure to comply with the terms of these Guidelines shall be a breach of the Trade Mark Licence.

1. Product Criteria and Development

For the avoidance of doubt, the requirements set out in paragraph 1.1 apply to all products. The requirements set out in paragraph 1.2 only relate to Digital TV Recorders and are in addition to the requirements in paragraph 1.1. The requirements set out in paragraph 1.3 only relate to HD Products and are in addition to the requirements in paragraph 1.1.

Where a product is both a Digital TV Recorder and an HD Product, it must meet all the requirements in paragraphs 1.1, 1.2 and 1.3 to fulfil the criteria for use of the Freeview+ HD Trade Marks (including passing all required tests). If it does not meet all the criteria:

- the Licensee is not automatically licensed to use the Licensor Trade Marks for which it meets the criteria; and
- the granting of a licence to use any Trade Mark shall be wholly at the discretion of the Licensor.

1.1 Use of the Freeview Trade Marks and Channel Logos

a) The Licensee cannot use the Freeview Trade Marks and Channel Logos unless it has first satisfied the Licensor that the product in relation to which it wishes to use the Freeview Trade Marks and Channel Logos meets the criteria set out at paragraph 1.1(b) and then must obtain approval from the Licensor that the Freeview Trade Marks and Channel Logos may be used in connection with the product, the date of such approval being "the Approval Date". The Licensee may not use the Freeview Trade Marks and Channel Logos in connection with a product prior to the Approval Date. Each item of product in connection with which the Freeview Trade Marks and/or the Channel Logos are used by the Licensee must meet the standard of the approved Product. For the avoidance of doubt if any hardware or software changes are made to a Product after the Approval Date, other than recognised "bug fixes", fault corrections or routine updates which do not substantially change the functionality of the Product, it will be deemed a new product and as such must be re-submitted in accordance with the provisions of this paragraph 1.1(a).

b) The Trade Marks can only be used in relation to products (i) for which the Licensee holds a valid digital switchover certification mark digital TV equipment authorised user licence (granted from 1 September 2006), with Digital UK Limited, that are specifically listed in Appendix B of that agreement, and which meet the criteria stated in that licence agreement and its annexures; (ii) which comply with all UK legal requirements and with the provisions of all relevant EU Directives; and (iii) which fully comply with chapter 22.1 of the D-Book, subject to paragraph 1.1(c).

c) The Concessions and Clarifications shall apply for the corresponding periods specified in Schedule 4.

1.2 Use of the Freeview+ Trade Marks

a) The Licensee cannot use the Freeview+ Trade Marks unless it has first satisfied the Licensor that the product in relation to which it wishes to use the Freeview+ Trade Marks complies with the requirements of clause 1.1(b), and meets the criteria set out at paragraph 1.2(b) below ("Criteria"), by establishing compliance in accordance with the certification methods set out at paragraph 1.2(e) and then obtaining approval from the Licensor that the Freeview+ Trade Marks may be used in connection with the product, the date of such approval being "the Approval Date". The Licensee may not use the Freeview+ Trade Marks in connection with a product prior to the Approval Date. Each item of product in relation to which the Freeview+ Trade Marks are used by the Licensee must meet the standard of the approved Product. For the avoidance of doubt if any hardware or software changes are made to a Product after the Approval Date, other than recognised "bug fixes", fault corrections or routine updates which do not substantially change the functionality of the Product, it will be deemed a new product and as such must be re-submitted in accordance with the provisions of this paragraph 1.2(a).

b) Subject to clause 1.2(c), all products in connection with which the Freeview+ Trade Marks are used and which are placed on the market in the United Kingdom must comply with Chapter 22.2 and (if an HD Product) Chapter 22.4 of the D-Book and have passed the DTG testing relating to the applicable requirements of the D-Book as specified in paragraph 1.2(e) below.

c) The Concessions and Clarifications shall apply for the corresponding periods specified in Schedule 4.

d) In the event that the D-Book is updated and/or amended by DTG, the version of the D-Book current at the Approval Date of a product shall apply in relation to that product.

e) A product shall be deemed to comply with the Criteria in paragraph 1.2(b) above only if the Licensee holds a certificate certifying that the product meets the Criteria, issued by a test centre which may be either (i) DTG Testing Ltd or (ii) another independent recognised electronic testing establishment to which the Licensor has given its prior approval in its absolute discretion and which is not otherwise associated with the Licensee. The Licensor may ask for this certificate at any time during the Term. Such a certificate must also certify compliance with paragraph 1.1(b)(ii).

1.3 Use of the Freeview HD Trade Marks

a) The Licensee cannot use the Freeview HD Trade Marks unless it has first satisfied the Licensor that the product in relation to which it wishes to use the Freeview HD Trade Marks complies with the requirements of clause 1.1(b), and meets the criteria set out at paragraphs 1.3(b) below (“Criteria”), by establishing compliance in accordance with the certification methods set out at paragraph 1.3(e) and then obtaining approval from the Licensor that the Freeview HD Trade Marks may be used in connection with the product, the date of such approval being “the Approval Date”. The Licensee may not use the Freeview HD Trade Marks in connection with a product prior to the Approval Date. Each item of product in relation to which the Freeview HD Trade Marks are used by the Licensee must meet the standard of the approved Product. For the avoidance of doubt if any hardware or software changes are made to a Product after the Approval Date, other than recognised “bug fixes”, fault corrections or routine updates which do not substantially change the functionality of the Product, it will be deemed a new product and as such must be re-submitted in accordance with the provisions of this paragraph 1.3(a).

b) Subject to paragraph 1.3(c), all products in connection with which the Freeview HD Trade Marks are used and that are placed upon the market in the United Kingdom must comply with Chapter 22.3 and (if a Digital TV Recorder for which the Freeview+ HD mark is used) Chapter 22.4 of the D-Book and have passed the DTG testing relating to the applicable requirements of the D-Book as specified in paragraph 1.3(e) below.

c) The Concessions and Clarifications shall apply for the corresponding periods specified in Schedule 4.

d) In the event that the D-Book is updated and/or amended by DTG, the version of the D-Book current at the Approval Date of a product shall apply in relation to that product.

e) A product shall be deemed to comply with the Criteria in paragraphs 1.3(b) above only if the Licensee holds a certificate certifying that the product meets the Criteria, issued by a test centre which may be either (i) DTG Testing Ltd or (ii) another independent recognised electronic testing establishment to which the Licensor has given its prior approval in its absolute discretion and which is not otherwise associated with the Licensee. The Licensor may ask for this certificate at any time during the Term. Such a certificate must also certify compliance with paragraph 1.1(b)(ii).

2. Digital TV Recorders and HD Products

a) For the avoidance of doubt, the Licensee cannot use a Trade Mark in relation to a product where the product does not meet all the requirements of these Manufacturers Guidelines applicable to the use of that Trade Mark.

b) Subject to paragraphs 2(d) and 2(e) below, the Licensee cannot use any Trade Marks (including, without limitation, a Freeview Trade Mark) on any Digital TV Recorder, and/or Publicity Material or On-Screen Guides relating to any Digital TV Recorder, unless that Digital TV Recorder meets all the requirements of both paragraph 1.1 and paragraph 1.2. For the avoidance of doubt (subject to paragraph 2(d) and (e)), if any Receiver has any recording functionality, meets all the requirements of paragraph 1.1, but does not meet all the requirements of paragraph 1.2, or has high definition functionality and meets all the requirements of paragraphs 1.1 and 1.3, but does not meet all the requirements of paragraph 1.2, the Licensee shall not be entitled to use any Trade Marks (including, without limitation, the Freeview Trade Mark), in relation to that Receiver and/or Publicity Material or On-Screen Guides relating to that Receiver.

c) The Licensee cannot use any Trade Marks (including, without limitation, a Freeview Trade Mark) on any high definition product, and/or Publicity Material or On-Screen Guides relating to any high definition product, unless that high definition product meets all the requirements of both paragraph 1.1 and paragraph 1.3. For the avoidance of doubt, if any Receiver has some high definition functionality and meets all the requirements of paragraph 1.1, but does not meet all the requirements of paragraph 1.3, or a Digital TV Recorder has some high definition functionality and meets all the requirements of paragraphs 1.1 and 1.2, but does not meet all the requirements of paragraph 1.3, the Licensee shall not be entitled to use any Trade Marks (including, without limitation, the Freeview Trade Mark), in relation to that Receiver or Digital TV Recorder and/or

Publicity Material or On-Screen Guides relating to that Receiver or Digital TV Recorder.

d) In the event that a standard definition integrated digital television that has some recording functionality (including via the addition of an external plug-in component) meets all the requirements of paragraph 1.1 but not the requirements of paragraph 1.2, the Licensee is permitted to use a Freeview Trade Mark (but not a Freeview+ Trade Mark) as otherwise permitted by this Licence in relation to Publicity Material and On-Screen Guides relating to that Product.

e) In the event that a high definition integrated digital television that has some recording functionality (including via the addition of an external plug-in component) meets all the requirements of paragraphs 1.1 and 1.3 but not the requirements of paragraph 1.2, the Licensee is permitted to use a Freeview HD Trade Mark (but not a Freeview+ or Freeview+ HD Trade Mark) as otherwise permitted by this Licence on that Product, and on Publicity Material relating to that Product, and a Freeview Trade Mark on On-Screen Guides for that Product.

3. Product Samples

The Licensee must provide the DTG with one representative sample of the production version of a product model submitted for testing for each common chassis, whether the testing is conducted by the DTG or not, and shall advise the DTG of each other product model this sample represents. The DTG shall own and retain the sample indefinitely (and such sample shall form part of the “DTG Receiver Zoo” for the purposes of legacy behaviour testing).

4. Customer Sales Policy

The Licensee will use reasonable efforts to ensure that all retailers of the Products are made aware of and comply with the FREEVIEW customer sales policy on the provision of pre-purchase post code coverage checks for consumers, aerial upgrade advice and recommendations and aerial upgrade services as set out in the FREEVIEW Retail Services Guidelines (as amended from time to time), copies of which are available from the Licensor and which will be supplied to the Licensee on its reasonable request.

5. Customer Information Notices

The Licensee shall include customer information notices as set out in the Brand Guidelines or otherwise notified by the

Licensor (i) on all Publicity Material relating to coverage, reception and aerial upgrades, and (ii) on Product outer packaging relating to retailer post code coverage checks and contact details for after sales support.

6. Supply of Connecting Leads

Products must only be sold with all the necessary connecting leads. If these leads are not included in the Product packaging (and this must be clearly marked on the outer packaging) manufacturers must use reasonable efforts to ensure that retailers (or direct sales channels) provide all the necessary connecting leads to meet customers’ needs at the time of purchase. A Product must always be sold with any cables and/or connecting leads required to be supplied with that Product under the provisions of any relevant chapter or provision of the D-Book (subject to the Concessions and Clarifications when applicable). Without prejudice to the generality of the foregoing, an HDMI cable must be provided with all HD Products.

7. Adding New Channels

Products must include clear user instructions about adding new channels if Products do not automatically ‘scan’ for new channels.

8. Publicity Material

8.1 All Publicity Material bearing the Freeview+ or Freeview+ HD Trade Marks must describe the Product to which it refers as a ‘Digital TV Recorder’. No alternative product descriptor may be used.

8.2 All Publicity Material bearing the Freeview+ Trade Marks or Freeview HD Trade Marks must include standard wording describing the features of the Product as determined by the Licensor.

8.3 The Licensee may only use the Trade Marks: (i) on Publicity Material that features and/or relates only to Products; or (ii) on Publicity Material that features and/or relates to products that have not been approved as well as Products, provided that the Trade Marks are used in such a way that it is clear that they relate only to the Products.

Date Issued: 26 October 2011
DTVS

SCHEDULE 4
Publication Date 25 May 2011
Reference DTG D-Book 7 part A

Concessions and Clarifications

(See Manufacturers' Guidelines paragraphs 1.1(c), 1.2(c) and 1.3(c)).

Product	D-Book section	Description	Time frame
SD & HD Receivers	22.1.3.5.4 Guidance	Clarification: This section requires that, by default, where present, the guidance text (as signalled in the guidance descriptor as defined in Section 8.5.3.20) should be displayed as part of the programme guide, whenever the synopsis is displayed	This requirement will be mandatory for all products tested after 1 st Jan 2012.
SD & HD Receivers	22.1.2 Front End 22.3.2 Front End 10.7.10 Performance with adjacent and non-adjacent LTE	LTE Protection RF tests will be performed on all products tested. However, there is a temporary concession on meeting the performance requirements in D-Book 7.	Mandatory for all receivers tested after 1 st April 2012
All HD Products	22.3.5.5 Persistent Storage	Receivers shall provide a means by which viewers can clear the True Persistent Storage area (e.g. factory reset). A temporary concession may be granted regarding the means to flush the True Persistent Storage.	Mandatory for all receivers tested after 1 st April 2012
All HD Products	22.3.5.6 PIN Entry	Receivers shall support a PIN protection feature that is used for the GetPINSupport resident program (see section 13.10.9a.8) and PromptForGuidance resident program (see section 13.10.9a.4). This feature should be off by default but there shall be a user option to enable it. A temporary concession may be granted regarding the support of a PIN protection feature for PromptForGuidance.	Mandatory for all receivers tested after 1 st October 2011
All HD Products	22.3.5.7 Accessibility	Receivers shall support the GetAudioDescPref resident program (see section 13.10.8.6) and GetSubtitlePref resident program (see section 13.10.8.7) and the SubtitlePrefChanged and AudioDescPrefChanged engine events (see Table 13-9)	Mandatory for all receivers tested after 1 st October 2011

SCHEDULE 5

Brand Guidelines

See attached document

SCHEDULE 6

**Freeview Manufacturers' Trade Mark Licence
Company and Product Information**

Please copy this Schedule and return the completed copy as outlined below. All sections must be completed.

1. Company Details

Company Name:

Company Registration Number:

Registered company address:

Trading address (if different):

2. Signatory Details

Signatory of Licence:

Address (if different from the above):

Telephone:

e-mail:

3. Principal Contact details

Name of Principal Contact at Company (if different to signatory):

Address (if different from above):

Telephone:

e-mail:
